RICOH Supervisor
SUBSCRIPTION AGREEMENT

IMPORTANT NOTICE

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND RICOH VIETNAM COMPANY LIMITED BY EXECUTING YOUR ORDERING DOCUMENT, ACCESSING THE USER SIGN IN PORTION OF THE RICOH SUPERVISOR WEBSITE, OR BY ACCESSING OR USING THE RICOH SUPERVISOR APPLICATION, YOU 1) REPRESENT THAT YOU ARE LOCATED IN VIETNAM AND ARE NOT A EUROPEAN DATA SUBJECT, AND 2) ARE CONSENTING TO BE LEGALLY BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU ARE NOT AUTHORIZED TO ACCESS OR USE RICOH SUPERVISOR.

THIS SUBSCRIPTION AGREEMENT and the Subscription Order form (collectively, the "**Agreement**"), commences on the date you sign your ordering documentation (the "**Effective Date**"). The service provider is Ricoh Vietnam Company Limited ("**Ricoh**"). "**Subscriber**" or "**you**" means the entity or individual identified as the account owner, that signed your ordering documentation and anyone using the service under your account name and/or password. Ricoh and Subscriber may each be referred to herein as a "**Party**" and together as the "**Parties**".

WHEREAS, Ricoh is the Application Service Provider of a certain system for the tracking and review of performance data related to printing system operations known as RICOH Supervisor (the "**Application**"); and

WHEREAS, Ricoh hosts, or causes to be hosted, the Application on the RICOH Supervisor website (the "**Site**") which is available for use by its Subscribers via the Internet; and

WHEREAS, Subscriber desires to use and pay for access to the Site and Application offered by Ricoh in accordance with the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual agreements and representations set forth herein and intending to be legally bound, the parties agree as follows:

1. Services.

Subject to the terms hereof, Ricoh will permit Subscriber to establish Internet-based access to the Site, will provide the right to use the Application, will provide the server capacity for the storage and retrieval of Subscriber Data, and may provide the additional features and/or "Ancillary Software" (as defined below) designated in the service package listed in your ordering documentation (collectively, the "**Services**").

a. Operating Environment. Subscriber is solely responsible for acquiring, installing, operating and maintaining the hardware, software and Internet Browser environment necessary to access the Site and use the Services. Information on operating environment requirements can be located on the Site.

b. Upgrades. Ricoh may upgrade, modify or change the Services and convert Subscriber to new versions thereof at any time in its sole discretion, without notice and without incurring any liability whatsoever, however, Ricoh shall have no obligation to provide such upgrades.

c. Custom Services. Upon payment of separate fees and acceptance of appropriate Statements of Work or other agreements, Subscriber may also contract with Ricoh to perform installation or customization services ("**Custom Services**"). Any Custom Services

purchased by Subscriber are not part of the Services under this Agreement and are governed by their separate agreements.

d. Limited Warranty. Ricoh warrants to Subscriber that, in normal use on appropriate operating systems and networks, the Application will perform substantially as described in the applicable documentation, however, Ricoh shall not be responsible for errors or problems caused by or attributable to (i) alterations performed by anyone other than Ricoh, (ii) use of the Services or Application in conjunction with any third party hardware or software, or (iii) changes to or problems with Subscriber's operating environment or network. Nothing contained in the foregoing to the contrary, Ricoh does not warrant that the operation of or access to the Application will be uninterrupted or error free, that all defects will be corrected or that the Application or Services will meet Subscriber's requirements. Ricoh's sole obligation and Subscriber's sole remedy in the event of a breach of this limited warranty is for Ricoh to make reasonable efforts to promptly correct or provide a work around for any replicable defect in the Application. **Except as expressly set forth herein, the Application and Services are provided "AS IS" and subject to the warranty disclaimers contained in paragraph 11 hereof**.

2. Fees & Payment.

a. Fees and Billing. As a condition of use, Subscriber agrees to pay when due all fees and charges for the service package it purchases including any new or additional services, any Custom Services, and for extensions or renewals of the Service Period ("**Fees**"). Payments shall be made in accordance with Subscriber's ordering documents. All Fees are payable without offset or deduction and within 30 days of invoice date. All Fees are non-cancellable and non-refundable for the entirety of the Term, and the number or duration of users, storage, subscriptions, features, usage or other Metric purchased cannot be decreased during the Subscription Term. Fees are fixed only for the initial Service Period and Ricoh reserves the right to change the Fees and/or its fee structure in subsequent or renewal periods. Charges for any Custom Services may be invoiced separately by Ricoh. Nonpayment of any Fees shall be grounds for suspension of Services or termination of this Agreement.

b. Taxes. In addition to the Fees, Subscriber shall responsible for and agrees to pay all taxes that are, or may in the future be, assessed in connection with the Services and Custom Services including but not limited to any local, county, state or federal sales, use, excise, gross receipts, transfer, personal property or other similar taxes, or duties, or taxes on Internet transactions.

3. Term.

a. Term. The term of this Agreement shall commence on the Effective Date set forth in the introductory paragraph hereof and continue, unless sooner terminated as provided herein, for the period determined by the services you purchased ("**Service Period**").

4. License to Use Services & Ancillary Software.

a. Subscription License. Subject to the terms and conditions of this Agreement and Subscriber's payment of all applicable Fees and charges, Ricoh hereby grants to Subscriber a limited, non-exclusive, non-assignable, non-sublicensable, non-transferable subscription license for the Service Period, to access and use the Services remotely over the Internet, for Subscriber's internal business purposes only. The license is granted solely to Subscriber and not, by implication or otherwise, to any parent, subsidiary or affiliated entities of Subscriber. This license is valid for installation and use in Vietnam only and governs any future releases, revisions or enhancements to the Services. This Agreement shall not be

deemed to constitute a sale of the Application and no title or proprietary rights to the Application or Services are transferred to the Subscriber hereby. All rights not expressly granted hereunder are reserved to Ricoh and/or its licensors.

b. Ancillary Software License. In the event the services purchased include any ancillary software products for exclusive use with RICOH Supervisor (for example, Upload Agent) ("**Ancillary Software**"), then Ricoh grants you a limited, non-exclusive, non-assignable, non-sublicensable, non-transferable license to use the Ancillary Software. Such Ancillary Software license shall be on the terms and conditions of this Agreement and any license agreement provided with such Ancillary Software and only for the duration of the Service Period, as that may be extended from time to time. Your acceptance of this Subscription Agreement shall also be deemed to constitute acceptance of such Ancillary Software license. This Ancillary Software license will automatically terminate upon the expiration or termination of this Agreement. In the event of a conflict between the terms of any license provided with the Ancillary Software or this Agreement, in connection with the rights and obligations associated with the Ancillary Software, the terms of the license provided with the Ancillary Software shall prevail.

c. Restrictions on Use. Subscriber shall not: (a) copy the Application or any portion thereof other than a single copy for backup or archival purposes; (b) translate, decompile, disassemble or attempt to create, by reverse engineering or otherwise, the source code form from the object code of the Application; (c) modify, adapt, translate or create a derivative work from the Application; (d) remove any proprietary notices, labels, or marks on the Application; (e) assign, sublicense, rent, sell or transfer the Application or Services; (f) act as a reseller or make the Application or Services available to third parties on a time-sharing or service bureau basis (whether for a fee or otherwise); or (g) permit the use of the Application or Services by anyone other than Subscriber's employees and/or those designated agents for whom Subscriber agrees to accept responsibility (a "**User**" or "**Users**").

d. Limitations on Use. Subscriber agrees that it and its Users shall not make use of the Services in excess of any seat, server, tier, volume, storage, transaction or other similar use, volume or frequency restrictions as may be designated in the ordering documentation.

e. Internet Use Policies. Subscriber and each User who utilizes the Services shall at all times comply with Ricoh's Terms of Use ("**TOU**") posted on the RICOH Supervisor Site or other Ricoh websites as Ricoh may change this policy without notice from time to time. Ricoh's TOU is hereby incorporated by reference into this Agreement.

f. Privacy Policies. Subscriber and each User who utilizes the Services shall at all times acknowledge and agree with Ricoh's Privacy Policy posted on the RICOH Supervisor Site or other Ricoh websites as Ricoh may change this policy without notice from time to time. Ricoh's Privacy Policy is hereby incorporated by reference into this Agreement.

g. Audits. Ricoh may conduct semiannual audits at normal business hours and after reasonable notice, to ensure compliance with the scope of the License. Ricoh shall pay for such audit unless the audit reveals any usage outside the scope of this License. In that case, Subscriber agrees pay for the audit and the full amount of any additional Fees as are required. To facilitate confirmation of proper usage, Subscriber shall maintain accurate records of all information related to the subject matter of this Agreement (including, without limitation, the identity, user names and passwords of all Users, the nature of all uses Subscriber and any Users make of the Services.

h. Infringement Indemnity. Except as specifically provided below, Ricoh will indemnify, defend and hold Subscriber harmless from and against any and all liabilities, damages, costs and expenses (including reasonable attorneys fees) incurred by Subscriber arising from a

third party claim that the Services or Application, as delivered by Ricoh and used within the scope of this Agreement, infringe any existing domestic patent, copyright or trademark, but only if, (i) Subscriber notifies Ricoh in writing within thirty (30) days of any such claim, (ii) Ricoh shall have full control of the defense and all related settlement negotiations, and (iii) Subscriber shall provide Ricoh with assistance, information and authority necessary to perform the above. Notwithstanding the foregoing, Ricoh shall have no indemnity obligation for any claim relating to (i) any software of third parties, including without limitation, any embedded open source or similar software, (ii) any modifications to the Services or Application made by any entity other than Ricoh, (iii) combination or use of the Services or Application with other products, (iv) use of an outdated version of the Ancillary Software when Ricoh has made available an updated version that does not infringe, or (v) any addition, change or modification of the functionality of the Services or Application made at Subscriber's request, if such claim would not have arisen but for such functionality. In the event of an infringement claim, if it is commercially reasonable to do so, and at its option, Ricoh will either obtain the right for Subscriber to use the Services or will modify the Services to make them non-infringing, and failing these options, Ricoh may terminate the license and Subscriber will return any Ancillary Software. **THE REMEDIES ABOVE ARE THE SOLE AND EXCLUSIVE REMEDIES FOR RICOH'S BREACH OF ANY INTELLECTUAL PROPERTY WARRANTY CONTAINED IN THIS AGREEMENT OR IMPOSED OR IMPLIED BY LAW.**

i. Rights of Application Licensor. Each software licensor for the Application is (to the extent agreed by Ricoh and such licensor) an intended beneficiary of this Agreement with rights to enforce the software license for the Services.

5. Security. Ricoh uses reasonably available technology and reasonable security procedures to maintain the security of the Services; however, Subscriber acknowledges that no provider can absolutely prevent interception of data or guaranty security of information maintained on computers and/or transmitted or accessed over the Internet.

a. Subscriber Responsibility. Subscriber agrees not to cause, allow or permit any harm to the Services or other "Service Misuse" as defined in paragraph 10 hereof. Subscriber is responsible for all Users and uses of its account, whether or not authorized by Subscriber. It is Subscriber's responsibility to assign User account names and passwords and any applicable access restrictions to the Users who are authorized to utilize the Services. Subscriber is fully responsible for selection of its Users, control of their passwords and assuring that they abide by all of the terms, conditions and restrictions contained in this Agreement. Subscriber is responsible for maintaining the confidentiality of Subscriber's account number and passwords. Subscriber agrees to immediately notify Ricoh of any unauthorized use of Subscriber's account of which Subscriber becomes aware.

b. Passwords. All passwords established hereunder are deemed Confidential Information of Ricoh. Subscriber shall not permit any individual or entity that is not an authorized User to access the Site or use the Services and shall be responsible for any access or use of the Site or Services by Subscriber, its Users or any person or entity using a password provided by or obtained from the Subscriber, whether or not such access or use has been authorized by Subscriber and whether or not such person or entity is actually an employee or agent of Subscriber. In the event of a violation of the terms of this Agreement or its TOU, Ricoh shall have the right, among its other legal rights, in its sole discretion, to deactivate, change and/or delete the password of Subscriber and/or any of its Users.

c. Suspension of Access. Ricoh reserves the right to suspend or terminate authorizations, or to suspend or block access to all or any part of the Site or Services as provided in paragraph 10 hereof.

d. Service Availability. Ricoh shall use reasonable efforts to provide Services availability on a twenty-four hour per day, seven day a week, three hundred and sixty-five day a year basis, excluding maintenance. However, Ricoh does not guaranty availability of the Services since many factors beyond its control can affect Subscriber's access. Factors other than maintenance affecting system availability include but are not limited to (i) a fault with any equipment or facilities not furnished by Ricoh, (ii) problems, or configuration or integration issues with Subscriber's own system or networking facilities, (iii) failure of communication or power services, or (iv) events beyond Ricoh's reasonable control. Ricoh shall use reasonable efforts to notify Subscribers in advance when maintenance is scheduled.

e. No Endorsement of Links. **Ricoh does not endorse any sites on the Internet that are linked through the Site and provides these links, if any, to Subscriber only as a matter of convenience. In no event shall Ricoh be responsible for any content, products, or other materials on or available from such linked sites.**

6. Ownership of Intellectual Property.

a. Ricoh's Property. Except with respect to Subscriber Data all intellectual property rights in any "IP" (as defined below) relating to the Services, the Site or otherwise under this Agreement belong exclusively to and shall be retained by Ricoh and/or its licensors. As used herein, "**IP**" shall include but is not limited to the following: All applications, code (source and object code forms), software, functionality, improvements, customizations, reports, tools, products, content, URLs, domain names, technology, system or network architecture or topology, scripts, user interfaces, "look and feel", goodwill, trade secrets, copyright rights (including rights in audiovisual works), trademarks (including logos, slogans, trade names, service marks), rights of privacy and publicity, patent rights (including patent applications and disclosures), know-how, inventions and rights of priority as recognized in any country or jurisdiction in the world. This Agreement shall not be deemed to transfer any ownership, title or proprietary rights in any IP to Subscriber.

b. Preservation of IP Marks. In no event shall Subscriber alter or remove any copyright notice, trademark notice, and/or proprietary legend set forth on or contained within any of the Ricoh IP or IP of Ricoh's licensors.

c. Derivative Work. In addition, Ricoh shall own all IP derived or created from, or as a result of customizations, modifications, performance of the Application or delivery of the Services under this Agreement (a "**Derivative Work**"). No transfer or assignment is intended with respect to Derivative Work.

7. Subscriber Data.

For purposes of this Agreement, Subscriber data, records, information and/or media shall be that which is provided by Subscriber or on its behalf to the Site, or collected by Subscriber by using the Services, whether such Subscriber information is tangible or intangible, owned and/or controlled outright by Subscriber, or that which Subscriber is authorized to access, store, reproduce, display, handle, transmit or otherwise use (collectively "**Subscriber Data**"). As between Ricoh and Subscriber, Subscriber solely owns the Subscriber Data and shall comply with all laws and bear all risk associated therewith. Subscriber shall not provide any Subscriber Data that is subject to any laws, rules or regulations outside of Vietnam. Ricoh shall retain a security interest in all Subscriber Data and all Services provided hereunder until all Fees have been paid pursuant to the terms of this Agreement. Ricoh shall have the right to use Subscriber Data as described herein.

Ricoh shall be entitled to monitor Subscriber's usage of the Service to ensure Subscriber's compliance with this Agreement. Additionally, Ricoh may create analysis utilizing, in part,

Subscriber Data and information derived from Subscriber's use of the Service. Ricoh may use such data during and after the Term, for purposes that include, but are not limited to: product improvement and development of new Ricoh products and services, improving resource allocation and support, internal demand planning, to provide Customer with reports on its use of the Service, training and developing machine learning algorithms, improving product performance, verification of security and data integrity identification of industry trends and developments, creation of indices and anonymous benchmarking. Notwithstanding anything to the contrary elsewhere in this Agreement or the incorporated Privacy Policy, such analytical information shall not be considered confidential and may be distributed by Ricoh.

a. Property Rights of Third Parties. Subscriber acknowledges that the Subscriber Data may include material that is either owned by or is the subject of and protected by copyright, trademark, trade name, service mark, trade secret, patent, moral, database, privacy, publicity and other intellectual property and proprietary rights of third parties ("**Third Party IP Rights**"). Subscriber represents and warrants that the Subscriber Data either is not subject to any Third Party IP Rights or that Subscriber has obtained appropriate legal right, consent or permission to the use thereof from the holder of such Third Party IP Rights and that the storage, transmission or use on the Site or Services of the Subscriber Data will not violate any such Third Party IP Rights. Subscriber's indemnity to Ricoh provided in paragraph 12 hereof shall include any breach of the provisions of this paragraph.

b. Subscriber License to Ricoh. During the term of this Agreement, and subject to the confidentiality provisions hereof, Subscriber hereby grants to Ricoh and its agents a non exclusive, worldwide and royalty-free right and license to access, store, handle, process, transmit and otherwise use the Subscriber Data in connection with the provision of the Services under this Agreement.

c. Review of Data. Ricoh reserves the right (but not the obligation) to prescreen, censor, review or monitor the use of the Services, including the Subscriber Data, however, Ricoh shall not be liable for any failure to do so.

d. Disposition of Data. Within thirty (30) days from the first to occur of the termination or expiration of this Agreement, Subscriber shall instruct Ricoh in writing as to the disposition of the Subscriber Data from the following options: (i) purge or delete all Subscriber Data from any computer or server on which it is then being maintained, or (ii) prior to such deletion, make one copy of the Subscriber Data on DVD (or such other media as Ricoh may agree) for Subscriber. All costs of data disposition shall be at Subscriber's sole expense and, in the event of a Subscriber default, Ricoh shall not be required to release a copy of the Subscriber Data until Subscriber has paid in full any Fees or other sums due hereunder and prepaid the estimated costs of copying the data. In the event that Subscriber does not provide Ricoh with written notice regarding the disposition of the Subscriber Data, within thirty (30) days following the expiration or termination of this Agreement, Ricoh may, without notice to Subscriber, dispose of the Subscriber Data as Ricoh deems appropriate in its sole discretion, including, without limitation, deletion, purging or destruction of the Subscriber Data. Ricoh shall have no liability to Subscriber for deletion or destruction of Subscriber Data pursuant to the provisions of this paragraph. Notwithstanding anything contained in the foregoing to the contrary, in no event shall Ricoh be required to delete the Subscriber Data from any back up tapes, disks or archives.

8. Subscriber Representations, Warranties and Covenants.

a. Representations. Subscriber represents and warrants the following: (i) it has the right and authority to enter into this Agreement; (ii) the statements and representations made in this Agreement are true and correct; (iii) all registration and other information provided to Ricoh

is accurate and complete, (iv) it accepts full responsibility for the acts or omissions of all of its Users, and (v) the person who accepts this Agreement is properly authorized to do so and to commit Subscriber to this Agreement.

b. Restrictions on Use. Subscriber agrees and covenants that it will not use or permit the Site or the Services to be used to transmit, store or process any of the following materials or to conduct any of the following activities: (i) vulgar, pornographic, obscene or otherwise objectionable material of any kind or nature or material that is harmful to minors in any way; (ii) material that contains software viruses or other harmful or deleterious computer code, files or programs; (iii) material that infringes Third Party IP Rights; (iv) to facilitate sending unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (v) to facilitate the collection of information or data regarding other users, including e-mail addresses, without their consent; (vi) to use the Services beyond the storage or usage restrictions set forth in the service package purchased by Subscriber, or otherwise interfere with, disrupt or place an undue burden or demand on the Site or Services or the servers or networks involved with the operation thereof or violate the regulations, policies or procedures of such networks; (vii) to gain unauthorized access to the Site or Services, other accounts, computer systems or networks connected thereto, through password mining or any other means; or (viii) to use the Site or Services in any way that is illegal or violates any local, state or national law, ordinance, rule or regulation.

c. Export Restrictions. Subscriber agrees that it will comply in all respects with any government laws, regulations, orders or other restrictions on the export or re-export of the Application and Services (and related information and documentation) that may be imposed from time to time by the jurisdictions from which it accesses the Services and from which Ricoh operates the Services and stores the Subscriber Data ("**Export Restrictions**"). Subscriber will take all actions that may be reasonably necessary to assure that it does not contravene the Export Restrictions.

9. Confidentiality.

The Parties acknowledge that during the term of this Agreement they may come into possession of, or become acquainted with certain "**Confidential Information**" of the other. Such Confidential Information shall include but not be limited to all Ricoh IP, the Passwords to the Site and Subscriber Data, as well as any documentation which by its nature should under the circumstances be treated reasonably as confidential or that which is expressly marked or identified as 'Confidential'. With regard to disclosure of each Party's respective Confidential Information, the Party disclosing such information shall be referred to as the "**Disclosing Party**," and the Party receiving such information shall be referred to as the "**Receiving Party**." The obligations set forth in this Section shall not apply to information which: (i) is publicly available, (ii) shall have been in the rightful possession of the Receiving Party prior to this Agreement or any other agreement between the Parties; (iii) shall have been developed by or become known to the Receiving Party without access to any Confidential Information of the Disclosing Party, or (iv) shall be obtained rightfully from third parties not bound by an obligation of confidentiality.

a. Protection of Confidential Information. The Receiving Party shall treat the Confidential Information as confidential affording it at least the same degree of care as it uses for its own confidential information, and shall not use the Confidential Information or allow it to be, disclosed, commercially exploited, duplicated, copied, transmitted or otherwise disseminated at any time prior to or after the termination of this Agreement except as expressly permitted under this Agreement. In no event shall the Receiving Party use Confidential Information for its own benefit or that of any third party, nor shall the Receiving Party use Confidential Information to the Disclosing Party's detriment. The Receiving Party shall use the

Confidential Information for the purposes authorized by this Agreement and for no other purpose.

b. Subpoenas, etc. The obligations in this paragraph shall not restrict any disclosure by any Receiving Party pursuant to any order of any court or government agency; provided that such Receiving Party gives prompt notice to the Disclosing Party such that the Disclosing Party may (i) interpose an objection to such disclosure, (ii) take action to assure confidential handling of the Confidential Information, or (iii) take such other action as it deems appropriate to protect the Confidential Information.

c. Injunctive Relief. Each of the Parties acknowledges that use or disclosure of Confidential Information (including without limitation, any Ricoh IP) in violation of this Agreement may cause irreparable injury to the Disclosing Party for which other remedies at law would be inadequate, and each of the Parties agrees that a Disclosing Party shall have the right to seek injunctive or other equitable relief as may be necessary or appropriate to prevent any use or disclosure of the Confidential Information in violation of this Agreement, and may also exercise such other rights and remedies as such Disclosing Party may have at law or in equity.

10. Default, Suspension of Services & Termination.

a. Suspension of Services. Ricoh may suspend or block access to all or a portion of the Site and/or Services, including access to the Subscriber Data (each such circumstance, a "**Service Suspension**") without notice for any of the following reasons: (i) to comply with any law, regulation, court order, or other governmental request or order requiring immediate action, (ii) to prevent interference with, damage to, or degradation of the Site or Ricoh's network, (iii) to eliminate a condition that is potentially damaging or harmful to Ricoh or others, (iv) if the Services are used in a manner that will or does expose Ricoh to legal liability, or the Services are used in a manner that violates any applicable law or regulation, this Agreement or Ricoh's TOU, whether this use is by Subscriber or any of its Users and whether or not this use is authorized or consented to by Subscriber (each such circumstance a "**Service Misuse**"), (v) Subscriber or any User accesses (or attempts to access) another Ricoh subscriber's data or other information on the Application or on any Ricoh site, application or platform, (vi) Subscriber fails to comply, or fails to cause a User to comply, with the terms of any applicable software license, or (vii) upon any breach or default in the terms of this Agreement.

b. Reinstatement of Services. Promptly after implementing a Service Suspension, Ricoh will notify Subscriber of the cause for this action. If Subscriber cures the cause of a Service Suspension, Ricoh will restore access or Services once Subscriber pays Ricoh's reasonable administrative charges for reinstatement. In addition to its other rights, Ricoh may terminate this Agreement if Subscriber does not promptly cure the cause of a Service Suspension or does not pay the associated additional charges for Service reinstatement.

c. Termination by Ricoh. In addition to any other rights it may have, Ricoh, in its sole discretion, shall have the right to terminate this Agreement and/or to suspend or terminate access to the Services at any time. Upon termination of this Agreement for Subscriber's default, Subscriber agrees to pay Ricoh all Fees due and owing, including the reasonable costs and expenses (including reasonable attorneys fees) of effectuating such termination and collecting any delinquent amounts.

d. Termination by Subscriber. In the event Ricoh materially breaches this Agreement, Subscriber shall provide Ricoh with a written notice specifying in detail the manner in which Subscriber believes Ricoh to be in breach. Ricoh shall have ninety (90) days from receipt of such notice in which to correct such breach, failing which, Subscriber shall have the option of

terminating this Agreement and receiving a partial refund that is pro rated to the date of the termination.

e. Disposition of Data. Upon the expiration or termination hereof, disposition of Subscriber Data shall be as provided in paragraph 7 (d) hereof.

f. Injunctive Relief. In the event of any breach or violation of Subscriber's responsibilities hereunder, in addition to its legal remedies, Ricoh may pursue injunctive relief, and any and all additional remedies that may be available under law or in equity.

g. Survival. The provisions of this Agreement that are required to give effect to its intent and purposes shall survive termination or expiration of this Agreement including but not limited to paragraphs 2, 4 (g), 6, 7, 8, 9, 10(f), 11, 12 and 15 (b) hereof.

11. Disclaimer of Warranties & Limitation of Damages.

a. No Warranties. Subscriber acknowledges that the Site and Services are provided on an "AS IS" and "AS AVAILABLE" basis. Except for the limited warranty contained in paragraph 1 (d) and the limited Services availability warranty contained in paragraph 5 (d) hereof, RICOH MAKES NO WARRANTIES OR REPRESENTATIONS AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, GUARANTEES, AND CONDITIONS OF ANY KIND AS THEY MAY RELATE TO THE RENDERING OF THE SERVICES OR THE USE OF THE RICOH SITE AND APPLICATION, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE, COURSE OF DEALING OR USAGE OF TRADE, NON-INFRINGEMENT AND/OR RESULTS OBTAINED. FURTHER, RICOH DOES NOT WARRANT THAT THE SERVICES OR SITE SHALL BE OPERABLE OR AVAILABLE, SHALL PROPERLY STORE DATA, SHALL OPERATE UNINTERRUPTED OR ERROR FREE, SHALL BE VIRUS FREE, SHALL BE SECURE, SHALL KEEP DATA CONFIDENTIAL, SHALL FUNCTION OR OPERATE IN CONJUNCTION WITH ANY OTHER PRODUCT OR SHALL MEET SUBSCRIBER'S NEEDS. RICOH DOES NOT WARRANT THAT THE SERVICES OR THE SITE WILL MEET ANY SPECIFIC LEVELS OF NETWORK RELATED PERFORMANCE RELATING TO COMPILATION, RETRIEVAL OR TRANSPORT OF DATA OR OTHERWISE.

b. Limitation of Damages. IN NO EVENT SHALL RICOH, OR ANY PARENT, SUBSIDIARY, AFFILIATE, SUBCONTRACTOR OR LICENSOR, OR ANY OF ITS OR THEIR AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPOYEES OR AGENTS, BE LIABLE TO SUBSCRIBER UNDER THIS AGREEMENT OR OTHERWISE, FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL, OR PUNITIVE DAMAGES (EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, LOSS OR DESTRUCTION OF DATA, ANTICIPATED PROFITS OR LOST BUSINESS, LOSS OR CORRUPTION OF SUBSCRIBER DATA, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES, SERVICES OR REPLACEMENT SERVICES, OR DOWNTIME COSTS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. IN ADDITION, TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL RICOH BE LIABLE TO SUBSCRIBER FOR DAMAGES IN EXCESS OF THE FEES RECEIVED UNDER THIS AGREEMENT DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH A CLAIM FOR DAMAGES AROSE. THE FOREGOING LIMITATIONS SHALL APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, AND OTHER TORTS.

12. Indemnification.

Subscriber agrees to defend, indemnify and hold harmless Ricoh and its parent, subsidiaries, affiliated companies, subcontractors, and Licensors, and each of its and their respective officers, directors, agents and employees (collectively, the "**Indemnified Parties**"), with respect to any suit, claim, demand, cause of action, debt, liability and expense (including reasonable attorneys' fees, costs and expenses) arising from the breach of any representation, warranty, covenant or obligation in this Agreement by Subscriber or by any of Subscriber's agents, employees or Users, or in connection with Subscriber's or any User's use of the Site and Services (including but not limited to the infringement by the Subscriber Data of any Third Party IP Rights, or non-compliance with applicable laws), whether or not such use was authorized by Subscriber. Subscriber also agrees to defend, indemnify and hold the Indemnified Parties harmless from any claims made against them by a User. Ricoh reserves the right to approve Subscriber's counsel to defend any such claims, which approval will not be unreasonably withheld, and to approve any settlement agreement. Ricoh also reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Subscriber hereunder.

13. Assignment.

This Agreement is personal to Subscriber and may not be assigned or transferred without the express written consent of Ricoh, which consent may be withheld in Ricoh's sole discretion. Any purported or attempted assignment without such consent shall be void and of no force or effect. Ricoh shall have the right, by giving written notice to Subscriber, to assign this Agreement to any parent, affiliate or subsidiary, or to any successor in interest of any of them. Ricoh may, in its sole and absolute discretion, subcontract portions of the Services and/or hosting of the Site to its affiliates or to other vendors, and may change those assignments from time to time without notice to Subscriber.

14. Notice.

Any notice required or desired to be given hereunder shall be in writing delivered by nationally recognized overnight carrier, or by registered or certified mail, postage prepaid, return receipt requested, to the addresses shown below. Any such notice shall be deemed received on the earlier of actual receipt or three days following the date deposited in the mails.

For Ricoh:	**Ricoh Vietnam Company., Ltd** 17F, E-Town Central, 11 Doan Van Bo Street, Ward 13, Dist 4 Ho Chi Minh City, Vietnam
For Subscriber:	To the address shown on Subscriber's ordering documentation.

15. Trial.

If the Application and Services are supplied on a trial or other no charge basis ("**Trial**"), the **Trial Period** shall be 60 days from first access of the Service and the terms of Section 4(a) above are replaced with the following:

> Subject to the terms and conditions of this Agreement, Ricoh hereby grants to Subscriber a limited, a non-exclusive, non-assignable, non-sublicensable, non-

transferable subscription license for the Trial Period, to access and use the Services remotely over the Internet, for Subscriber's internal business purposes only. The license is granted solely to Subscriber and not, by implication or otherwise, to any parent, subsidiary or affiliated entities of Subscriber. This license is valid for installation in Vietnam only and governs any future releases, revisions or enhancements to the Services. This Agreement shall not be deemed to constitute a sale of the Application and no title or proprietary rights to the Application or Services are transferred to the Subscriber hereby. All rights not expressly granted hereunder are reserved to Ricoh and/or its licensors. Further, any reference to the ordering documentation shall be deemed reference to the information you provided when registering for the Trial. Your use of the license granted is limited to Subscriber and two (2) additional Users with a maximum of five (5) connections. You must purchase a license for continued use after the Trial Period. If no license has been purchased prior to the end of the Trial Period. at the end of the Trial Period Subscriber Data will be handled as set forth in Section 7(d) above.

BY YOUR USE OF THE TRIAL, YOU ACKNOWLEDGE AND AGREE THAT YOUR RIGHT TO USE THE SERVICES WILL TERMINATE AFTER THE TRIAL PERIOD AND THEREAFTER YOU WILL NOT BE ABLE TO USE THE SERVICES UNTIL YOU EXECUTE ORDERING DOCUMENTATION AND PAY THE RELATED CHARGES. ALL TRIALS ARE PROVIDED “AS IS” WITH NO WARRANTIES OF ANY TYPE WHATSOEVER, AND NO SUPPORT AND MAINTENANCE.

16. Miscellaneous.

a. The Parties are and shall be independent contractors, and nothing herein shall be deemed to cause this Agreement to create an agency, partnership, employment relationship or joint venture between the Parties.

b. This Agreement shall be construed and interpreted in accordance with the laws of Vietnam, without recourse of its conflict of law principles. Any action, claim, suit or proceeding relating to this Agreement, the Application or the Services, whether in tort, contract, under statute or otherwise, including any question regarding its existence, validity, interpretation, breach or termination, and including any non-contractual claim, shall be brought in the Vietnam court, and each party hereby consents to such jurisdiction. This choice of jurisdiction and venue does not prevent Ricoh from seeking injunctive relief with respect to a violation of intellectual property rights, confidentiality obligations or enforcement or recognition of any award or order in any appropriate jurisdiction.

c. Except for payment obligations, neither party shall be liable for failure to fulfill its obligations under this Agreement or for delays in delivery due to causes beyond its reasonable control, including but not limited to act of God, man-made or natural disasters, material shortages, war, riot, terrorist acts, strikes, delays in transportation or inability to obtain labor or materials through its regular sources. The time for performance of any such obligation shall be extended for the time period lost by reason of the delay.

d. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law or public policy the remaining provisions shall remain in full force and effect.

e. No term or provision hereof shall be deemed waived and no breach consented to or excused, unless such waiver, consent or excuse shall be in writing and signed by the party claimed to have waived or consented. Should either party consent, waive, or excuse a breach by the other party, such shall not constitute a consent to, waiver of, or excuse of any other different or subsequent breach whether or not of the same kind as the original breach. No remedy conferred by any of the specific provisions of the Agreement is intended to be

exclusive of any other remedy. Each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either Party shall not constitute a waiver of the right to pursue other available remedies.

f. Subscriber agrees and hereby consents to allow Ricoh to include Subscriber's name in published lists of companies with whom Ricoh does business.

g. Ricoh cannot and does not warrant hardware, software, or services provided or created by other companies, as Ricoh has no control over their activities.

h. Subscriber acknowledges that the authorized dealers and resellers who market the Services have no authority to alter the terms of this Agreement or any of Ricoh's obligations. No additional or inconsistent terms in a purchase order, quotation, invoice, acceptance, acknowledgement or other instrument shall be binding on Ricoh. In the event of any inconsistency or ambiguity between this Agreement and any Purchase Order, or other similar ordering documents, this Agreement shall prevail.

i. This Agreement and your ordering documentation, including any terms and conditions set forth or referenced therein, constitute the entire understanding and agreement between the parties hereto with respect to the subject matter of this Agreement and merges all prior communications, understanding and agreements, and no amendments shall become effective without written agreement signed by the parties hereto. Any statement appearing as a restrictive endorsement on a check or other document that purports to modify a right, obligation or liability of either Party shall be of no force and effect.

j. This Agreement is in English. If there is any conflict, discrepancy or dispute between the English version and any translation of this Agreement, the English version prevails, and the translation version is deemed to be automatically amended to make the relevant part of the translation version consistent with the relevant part of the English version. Each party represents that it has read and fully understands the contents of this Agreement in English.