

# **SOFTWARE LICENSE AGREEMENT**

## **Product Name: YOKOGAWA MEG Reader Toolbox**

© 2018 Ricoh Company Ltd. All rights reserved.

**IMPORTANT NOTICE: PLEASE READ THIS AGREEMENT (the "Agreement") CAREFULLY BEFORE INSTALLING OR USING THE SOFTWARE.**

This Agreement is a legal agreement between you ("Licensee" or "you"), and Ricoh Company, Ltd. and/or its "Affiliates" (as defined below) (collectively, "RicoH"). The "Software" is the software named hereinabove. Ricoh is willing to license the Software, which includes the associated media, and printed or electronic documentation, if any ("Documentation"), only upon the condition that you accept all of the terms contained in this Agreement. For the purposes of this Agreement, "Affiliate" means any entity that, from time to time during the term of this Agreement, Controls, is Controlled by, or is under common Control with Ricoh Company, Ltd. "Control" means the power, whether directly or indirectly (by ownership of stock, share capital, the possession of voting power, contract or otherwise) to appoint and/or remove the majority of the members of the governing body of Ricoh, or otherwise exercise control over Ricoh's affairs and policies.

BY INSTALLING OR USING THE SOFTWARE, OR CLICKING ON THE "ACCEPT" BUTTON ON THE DISPLAY OF YOUR DEVICE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. YOU REPRESENT AND WARRANT THAT THE PERSON ACCEPTING THIS AGREEMENT HAS FULL POWER AND AUTHORITY TO DO SO ON BEHALF OF LICENSEE.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, RICOH IS UNWILLING TO LICENSE THE SOFTWARE TO YOU AND YOU MUST DISCONTINUE THE USE OR INSTALLATION OF THE SOFTWARE IMMEDIATELY. IN THIS CASE YOU MUST CEASE USING AND UNINSTALL THE SOFTWARE.

### **1. Grant and scope of license.**

1.1 In consideration of you agreeing to abide by the terms of this Agreement, Ricoh hereby grants you a limited, non-exclusive, personal, non-transferable, free of charge, license to use the Software in machine-readable object code form only and the Documentation ("License"). Unless the Documentation provides to the contrary, this Agreement governs any future releases, revisions, updates or enhancements to the Software. Unless terminated as provided herein, the duration of the License is perpetual.

1.2 You agree to use the Software in accordance with the terms of this Agreement.

1.3 You may: (a) install, load, execute, operate, perform, display and use the Software for the purpose of developing your data analysis software program in order that your software can be used with the Software only; (b) make a reasonable number of copies of the Software for back-up purposes only, and (c) use any Documentation in support of the use permitted under Section 1.1 and make copies of the Documentation as reasonably necessary for its lawful use.

### **2. Licensee's undertakings.**

Except as expressly set out in this Agreement or as otherwise required by applicable mandatory law without the possibility of contractual waiver or limitation, you agree and undertake:

- (a) not to copy the Software or Documentation, except where such copying is incidental to normal use of the Software or where it is reasonably necessary for the

purpose of back-up or operational security;

- (b) not to make any derivative works of the Software, nor adapt, vary, translate, modify, or make alterations to, the whole or any part of the Software nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs;
- (c) not to decompile, disassemble or reverse engineer the whole or any part of the Software except where required by the terms of an applicable open source software license, or by applicable law without the possibility of contractual waiver;
- (d) not to rent, lease, sublicense, loan or transfer the Software and Documentation to any third party, or otherwise allow any third party to use the Software, without the prior written consent of Ricoh;
- (e) not to distribute, host as a service, make available for timesharing or otherwise make available for the benefit of third parties (whether for a fee or otherwise) the Software, in whole or in part;
- (f) to keep any authorized copies of the Software secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Software
- (g) to include the copyright notice of Ricoh on all entire and partial copies of the Software in any form; and
- (h) to prepare necessary devices for using the Software by your own responsibility and expense.

### **3. Support and Maintenance.**

Ricoh has no obligation under this Agreement to provide maintenance and/or support for the Software.

### **4. Warranty.**

This Agreement sets out the full extent of Ricoh's obligations and liabilities in respect of the supply of the Software and Documentation. **BECAUSE THE SOFTWARE IS BEING SUPPLIED FREE OF CHARGE, RICOH DOES NOT GIVE OR ENTER INTO ANY CONDITIONS, WARRANTIES OR OTHER TERMS WITH REGARD TO THE SOFTWARE, APART FROM THE TERMS SET OUT IN THIS AGREEMENT. YOU ACKNOWLEDGE THAT THE SOFTWARE IS BEING PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND WHATSOEVER. RICOH EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS OR OTHER TERMS WHATSOEVER (WHETHER EXPRESS OR IMPLIED) INCLUDING, BUT NOT LIMITED TO, THE IMPLIED TERMS OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ASSUME RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE TO ACHIEVE YOUR INTENDED RESULTS. RICOH DOES NOT WARRANT THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS; THAT ITS OPERATION WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE; OR THAT ALL ERRORS OR DEFECTS WILL BE CORRECTED. TO THE EXTENT PROHIBITED BY APPLICABLE LAW, SOME OR ALL OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.**

### **5. Ricoh's liability.**

**5.1. UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW WITHOUT THE POSSIBILITY OF CONTRACTUAL WAIVER OR LIMITATION, IN NO EVENT SHALL RICOH, ITS AFFILIATES OR SUPPLIERS, OR ITS OR THEIR OFFICERS, DIRECTORS, EMPLOYEES,**

REPRESENTATIVES OR AGENTS (COLLECTIVELY, THE "RICOH PARTIES") BE LIABLE TO YOU (WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE OR FOR ANY OTHER REASON) FOR ANY: (A) LOSS OF PROFITS, SALES, BUSINESS, ANTICIPATED SAVINGS OR REVENUES; (B) LOSS OF GOODWILL; (C) LOSS, DAMAGE OR ALTERATION OF DATA; (D) LOSS OF OR LOSS OF USE OF HARDWARE, SOFTWARE OR DATA, OR (E) INDIRECT, CONSEQUENTIAL, EXEMPLARY OR SPECIAL LOSS OR DAMAGES.

5.2 IN ADDITION, UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW WITHOUT THE POSSIBILITY OF CONTRACTUAL WAIVER OR LIMITATION, RICOH PARTIES' TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT AND IN RELATION TO THE SOFTWARE AND ANYTHING WHICH RICOH HAS DONE OR NOT DONE IN CONNECTION WITH THIS AGREEMENT (AND WHETHER THE LIABILITY ARISES BECAUSE OF BREACH OF CONTRACT, NEGLIGENCE OR FOR ANY OTHER REASON) SHALL BE LIMITED TO THE GREATER OF THE TOTAL AMOUNTS PAID AND PAYABLE BY YOU FOR THE USE OF THE SOFTWARE OR \$100 US DOLLARS.

5.3 NOTWITHSTANDING THE FOREGOING, RICOH PARTIES' LIABILITY FOR: (A) DEATH OR PERSONAL INJURY CAUSED BY THE NEGLIGENCE OF RICOH PARTIES' OR THEIR AGENTS OR EMPLOYEES; (B) FRAUDULENT MISREPRESENTATION, OR (C) ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY MANDATORY APPLICABLE LAW; IS NOT EXCLUDED OR LIMITED BY THIS AGREEMENT, EVEN IF ANY OTHER TERM OF THIS AGREEMENT WOULD OTHERWISE SUGGEST THAT THIS MIGHT BE THE CASE.

5.4 TO THE EXTENT PROHIBITED BY APPLICABLE LAW, AS DEFINED IN SECTION 10.3, SOME OR ALL OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

## **6. Intellectual Property Rights; Third Party Programs.**

6.1 You acknowledge that all intellectual property rights, title, and interest in the Software and Documentation throughout the world are owned by Ricoh or its third party licensors, that rights in the Software are licensed (not sold) to you, and that you have no rights in, or to, the Software, Documentation or anything else supplied to you under this Agreement other than limited License provided by this Agreement. Further, no right, title or interest to any trademark, service mark or trade names of Ricoh is granted by this Agreement. Without limiting the foregoing, Ricoh and/or its licensors retain all right, title, and interest in and to its or their intellectual property rights, including but not limited to: (a) all software code (source and object), functionality, technology, system or network architecture and user interfaces and all modifications thereto; (b) all ideas, trade secrets, inventions, patents, copyrights and other intellectual property rights with respect to the Software; (c) all evaluations, comments, ideas and suggestions made by you regarding the Software, whether or not those are incorporated into subsequent versions, and (d) any modifications or derivative works developed from Ricoh's or its licensors' intellectual property rights. You agree to treat, protect and maintain Ricoh's intellectual property rights as strictly confidential.

6.2 You acknowledge that the Software may contain software programs, code or libraries owned by third parties and/or licensed pursuant to one or more open source software licenses ("Third Party Programs"). You may use such Third Party Programs only as integrated or contained in the Software; provided that all intellectual property rights in such Third Party Programs remain owned by their respective licensors. The license agreement or terms of use for such Third Party Programs (the "Third Party Licenses") shall be separately designated by Ricoh. Your use of the Third Party Programs shall be subject to and you agree to comply with such Third Party Licenses. Except as otherwise set forth in a Third Party License, the restrictions and requirements in this Agreement shall apply to your use of all Third Party Programs.

6.3 Only when expressly permitted by applicable law without the possibility of contractual waiver or required by a Third Party License, Ricoh waives the prohibition in Section 2 hereof

against reverse engineering or decompiling, but only as to the respective Third Party Program for the limited purpose required by the applicable license or law and not to create any software which is substantially similar to the Software. Except as expressly set out in this Agreement or by Ricoh, you acknowledge that you have no right to have access to the Software in source code form, in unlocked coding or otherwise in human readable form with comments.

6.4 Notwithstanding anything herein to the contrary, all Third Party Programs are furnished by Ricoh without support, "as is" and without any warranties of any kind, express or implied, and the use of such Third Party Programs is at Licensee's sole risk. IN NO EVENT SHALL RICOH BE LIABLE FOR SUCH THIRD PARTY PROGRAMS AND RICOH SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES (INCLUDING ANY WARRANTY OF NON-INFRINGEMENT) AND DISCLAIMS LIABILITY INCLUDING ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION, ANY LOST PROFITS OR SAVINGS, AND ANY LOSS OR DAMAGE CAUSED BY ANY THIRD PARTY PROGRAMS.

## **7. Termination.**

7.1 The term of this License is perpetual and it is effective until terminated.

7.2 You can terminate this Agreement at any time by removing or deleting the Software from your computer or hardware device, and ceasing all use of the Software.

7.3 Ricoh at any time and with a notice may terminate this Agreement and the license granted to you herein for any reason, in its sole discretion.

7.4 Upon termination of this Agreement, you must immediately stop using the Software and, at Ricoh's option, delete, destroy or return the Software and all of its copies, and confirm to Ricoh when this has been done. Any terms of this Agreement that by their nature extend beyond the termination of this Agreement shall survive.

## **8. U.S. Government Restricted Rights.**

If you are licensing the Software or its accompanying Documentation for or on behalf of the U.S. Government, then in accordance with 48 CFR 227.7201 through 227.7202-4 (for Department of Defense (DoD) acquisitions) and with 48 CFR 2.101 and 12.212 (for non-DoD acquisitions), it is classified as "Commercial Computer Software" and "Commercial Computer Software Documentation" and is being licensed to U.S. Government end users (i) only as Commercial items and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions hereof.

## **9. General.**

9.1 Ricoh may transfer, assign, sub-contract or otherwise dispose of this Agreement, or any of its rights or obligations arising under it, at any time during the term of the Agreement. Neither this Agreement nor the license to use the Software may be assigned or otherwise transferred by you.

9.2 You agree to comply with all applicable export and import laws and regulations applicable to the jurisdiction in which the Software was obtained and in which it is used. Without limiting the foregoing, in connection with use of the Software, you shall comply with all export laws and regulation applicable to goods of United States origin including those that prohibit the Software from being exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Software, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use the Software for any purposes prohibited by United States law, including, without limitation,

the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons.

9.3 The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. The governing law and jurisdiction for this Agreement will depend upon where you purchased or obtained the Software, as follows:

- (a) if you purchased or obtained the Software in the Americas, this Agreement shall be deemed made under the laws of the State of New York, USA, excluding the choice of law and conflict of law provisions, and any claim against Ricoh may be enforced or disputed only and exclusively in the courts of the State of New York,
- (b) if you purchased or obtained the Software in Europe, the Middle East or Africa, this Agreement shall be deemed made under the laws of the England, excluding the choice of law and conflict of law provisions, and any claim against Ricoh may be enforced or disputed only and exclusively in the courts of England, or
- (c) if you purchased or obtained the Software in the regions other than those provided in Sub-Sections (a) and (b) above, this Agreement shall be deemed made under the laws of Japan, excluding the choice of law and conflict of law provisions, and any claim against Ricoh may be enforced or disputed only and exclusively in the courts of Tokyo, Japan.

**To the extent permitted by local law, the parties hereto waive any right they may have to trial by jury.**

9.4 Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions will not be affected thereby, it being the intent of the parties that this Agreement shall be enforced to the full extent allowable under applicable law. Without limiting the foregoing, if any limitation or exclusion of liability is held by a court or tribunal of competent jurisdiction to be unenforceable as to a particular claim or cause of action, the parties intend that it shall nonetheless apply to the maximum extent permitted by applicable law to all other claims and causes of action.

9.5 Failure of Ricoh to enforce any provision of this Agreement shall not be construed as a waiver of such provision or of the right to enforce such provision.

9.6 You agree that this Agreement is the entire agreement between you and Ricoh concerning the Software and Documentation, excluding Third Party Licenses stipulated in Section 6.2 and Related Software Licenses stipulated in Section 6.5, and supersedes all proposals or prior agreements, verbal or written, and any other communications between you and Ricoh relating to the Software and Documentation.

9.7 Ricoh will not be liable to you for any breach of this Agreement which arises because of any circumstances which Ricoh cannot reasonably be expected to control.

9.8 No term of this Agreement is enforceable by a person who is not a party to this Agreement, except that all of Ricoh's Affiliates are direct and intended third-party beneficiaries of this Agreement and shall have the benefit of and the right to enforce all provisions of this Agreement which benefit and are enforceable by Ricoh.

9.9 If there are discrepancies between the English version of this Agreement and any other language versions of this Agreement, the English version of this Agreement shall prevail unless otherwise required by local law without the possibility of contractual waiver or limitation.

9.10 You acknowledge that the unauthorized disclosure or use of the Software or any related Documentation or of Ricoh's intellectual property rights, or breach of your confidentiality

undertaking in violation of this Agreement would cause irreparable injury to Ricoh for which remedies at law would be inadequate. Accordingly, Ricoh may seek immediate injunctive or other equitable relief in a court of competent jurisdiction in connection with any breach or alleged breach of the provisions of this Agreement.

9.11 Nothing in this Agreement affects any statutory rights of consumers under applicable law that cannot be waived or limited by contract.

(Enactment date: 6, 4, 2018)

(Last modified: same as the above)

**About Trademark**

“YOKOGAWA” is a registered trademark of Yokogawa Electric Corporation.

**© 2018 Ricoh Company Ltd. All rights reserved.**