

SOFTWARE LICENSE AGREEMENT

For ESA Transformer

IMPORTANT NOTICE: PLEASE READ THIS AGREEMENT ("AGREEMENT") CAREFULLY BEFORE INSTALLING OR USING THE SOFTWARE PRODUCTS "ESA TRANSFORMER" ("SOFTWARE").

This Agreement is a legal agreement between you ("Licensee" or "you"), and Ricoh Asia Pacific Operations Limited and/or its affiliated company (collectively, "RicoH"). RicoH is willing to license the Software, which may include printed or electronic documentation, if any ("Documentation") ("Software" and "Documentation" are collectively called "Product"), only upon the condition that you accept all of the terms contained in this Agreement.

BY INSTALLING OR USING THE SOFTWARE, YOU ARE CONSENTING TO BE LEGALLY BOUND BY THE TERMS 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 INSTALLING AND USING THE SOFTWARE AND RETURN ALL ACCOMPANYING DOCUMENTATION TO RICOH.

1. Grant of License

1.1 In consideration of you agreeing to abide by the terms of this Agreement and subject to the payment of all relevant fees and charges, RicoH hereby grants a limited, non-exclusive, personal, non-refundable and non-transferable license to use the Software in machine-readable object code form only, and to use the Documentation solely in conjunction with your use of the Software (collectively, "License"), on the designated device ("Device") during the period when you validly use the Device ("Licensed Term"). For the avoidance of the doubt, "use" includes installing the Product on the Device. Unless otherwise provided in the Documentation or this Agreement, this Agreement governs any future releases, revisions, updates or upgrades to the Product.

1.2 THIS SOFTWARE MAY CONTAIN CERTAIN "THIRD PARTY PROGRAMS" AS DEFINED BY CLAUSE 7.2. NOTWITHSTANDING THIS AGREEMENT, YOUR RIGHTS WITH RESPECT TO ANY THIRD PARTY PROGRAMS WHICH IS CONTAINED WITHIN THIS SOFTWARE SHALL BE GOVERNED BY THE RESPECTIVE "THIRD PARTY LICENSE" AS DEFINED BY CLAUSE 7.2.

2. Licensee's undertakings

2.1 Except as expressly set out in this Agreement or as otherwise required by applicable mandatory law, you agree and undertake:

- (a) not to make any copies of the Product without the prior written consent of RicoH, except where accepted by "Third Party License" as defined by Clause 7.2;
- (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 "Third Party License" as defined by Clause 7.2 or by applicable law without the possibility of contractual waiver;

- (d) not to rent, lease, distribute, sublicense, loan or transfer the Product to any third party, or otherwise allow any third party to use the Product, without the prior written consent of Ricoh;
- (e) to keep any authorized copies of the Software as the Software under this Agreement and to maintain accurate and up-to-date records of the number and locations of all copies of the Software;
- (f) to supervise and control use of the Product and ensure that the Product is used by your employees in accordance with the terms and conditions of this Agreement;
- (g) to include the copyright notice of Ricoh on all entire and partial copies of the Product in any form; and
- (h) not to provide, or otherwise make available, the Product in any form, in whole or in part (including, but not limited to, program listings, object and source program listings, object code and source code) to any person other than your employees without prior written consent from Ricoh.

2.2 You shall cause your operator(s) using the Software to comply with the terms and conditions of this Agreement.

2.3 You must permit Ricoh and its authorized representatives, at all reasonable times and on reasonable advance notice, to inspect and have access to any premises, and to the computer equipment located there, at which the Software or the Documentation is being kept or used, and any records kept pursuant to this Agreement, for the purpose of ensuring that you are complying with the terms and conditions of this Agreement.

3. Maintenance and Support

Software maintenance and support services ("M&S") which constitute TechMail support and Software Upgrades will be made available with an extra charge, according to the Software Service Level Agreement separately specified by Ricoh. For this Agreement, "Upgrade" means a new release or major modification or enhancement of the Software, or any part thereof, which materially improves the performance of the Software or substantially improves or enhances its functionality or features.

4. Warranty

4.1 Ricoh warrants that, for a period of one hundred and eighty (180) days from the installation date, the Software will, when installed on the hardware and/or operating system for which it was designed, and properly used, operate substantially in accordance with the Documentation. Any "Third Party Programs" (as defined below) are excluded from this limited warranty, and alteration, damage or misuse of the Software, or use of the Software with other software, hardware, operating systems or configurations other than that for which it was designed, voids this warranty. This limited warranty also does not apply if the Software has been damaged due to disasters or extreme conditions, whether natural or artificial, including but not limited to flood, fire, lightning strikes, power line disturbances, cyber-attacks or infection by computer viruses.

4.2 If the warranty in Clause 4.1 is breached, you must tell Ricoh as soon as possible. You must give Ricoh a reasonable time to fix the problem and (if necessary) to supply you with a corrected version of the Software (as applicable). This will be done without any additional charge to you. If Ricoh is unable to do this within a reasonable time or Ricoh does not think that it is a sensible way to deal with the problem, then Ricoh may if it wishes elect to take back the Software and the Documentation and to refund to you all of the money which you have paid to Ricoh for use of the Software. If Ricoh decides to do this, then this will be the only remedy you are allowed in

relation to breach of either of the warranties concerned and Ricoh will not have any other liability in relation to them.

4.3 You acknowledge that the Software has not been developed to meet your individual requirements and that it is therefore your responsibility to ensure that the facilities and functions of the Software as described in the Documentation meet your requirements.

4.4 It is not a term of this Agreement that use of the Software will be uninterrupted or error-free and you agree that the existence of any minor errors shall not constitute a breach of this Agreement.

4.5 EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT OR THE APPLICABLE MANDATORY LAW, RICOH, ITS DISTRIBUTORS AND DEALERS MAKE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCT. YOU ASSUME RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE TO ACHIEVE YOUR INTENDED RESULTS. RICOH, ITS DISTRIBUTORS AND DEALERS SHALL NOT BE RESPONSIBLE FOR ANY OF THE SELECTION, INTRODUCTION, USE OR THE RESULT OF THE USE OF THE SOFTWARE BY YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, RICOH, ITS DISTRIBUTORS AND DEALERS DISCLAIM ALL WARRANTIES, CONDITIONS, REPRESENTATIONS OR OTHER TERMS WHATSOEVER (WHETHER EXPRESS OR IMPLIED) FOR THE IMPLIED TERMS OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

5. Minor Update

You may, without any additional charge to you, receive the minor update version normally every 6 months during the term of this Agreement. For this Agreement, the "minor update version" means a change, modification or other update of the Software, or a portion thereof, made (i) to provide a patch or correct an error (such as a bug fix), defect or other problem, (ii) to maintain the operational quality of software products, or (iii) to address regulatory changes or add minor performance enhancements.

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6.1 RICOH, ITS DISTRIBUTORS, DEALERS OR ITS OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES OR AGENTS (COLLECTIVELY, "RICOH PARTIES") SHALL NOT BE LIABLE UNDER, OR CONNECTED IN ANY WAY WITH, THIS AGREEMENT OR ANY PRODUCT PURSUANT HERETO, REGARDLESS OF THE FORM OF ACTION, FOR ANY: (A) LOSS OF PROFITS; (B) LOSS OF REVENUE; (C) LOSS OF DATA; (D) LOSS OF GOODWILL; (E) LOSS OR DAMAGE ARISING FROM ANY SYSTEM OR NETWORK DOWNTIME; OR (F) SPECIAL, COLLATERAL, CONSEQUENTIAL, INDIRECT, INCIDENTAL OR EXEMPLARY LOSS OR DAMAGES.

6.2 RICOH PARTIES SHALL HAVE NO OBLIGATION TO INDEMNIFY YOU AGAINST ANY CLAIM OR SUIT BROUGHT BY A THIRD PARTY ALLEGING THAT THE SOFTWARE OR THE USE THEREOF INFRINGES ANY INTELLECTUAL PROPERTY OF SUCH THIRD PARTY.

6.3 IN ANY CIRCUMSTANCE OR CASE WITH RESPECT TO THE PRODUCT AND THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF THE RICOH PARTIES (WHETHER THE LIABILITY ARISES BECAUSE OF BREACH OF CONTRACT, NEGLIGENCE OR FOR ANY OTHER REASON) SHALL BE LIMITED TO THE TOTAL AMOUNT PAID BY YOU FOR THE USE OF THE SOFTWARE.

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

7. Intellectual Property Rights; Third Party Programs

7.1 You acknowledge (a) that all patent, copyright, trade secret and other intellectual property rights, title, and interests in the Product throughout the world are owned by Ricoh or its licensors, (b) that rights in the Product are licensed (not sold) to you, and (c) that you have no rights in, or to, the Software or the Documentation other than the right to use them in accordance with the terms and conditions of this Agreement. Further, no right, title or interest to any trademark, service mark or trade names of Ricoh and its licensor is granted by this Agreement. You agree to treat, protect and maintain Ricoh's or Ricoh's licensors' intellectual property contained in the Product as strictly confidential.

7.2 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"). Your use of such Third Party Programs is subject to additional terms and conditions ("Third Party License") which can be found in the installation text files or other documentation that Ricoh provides to you in connection with the Software.

7.3 Only when expressly permitted by applicable law without the possibility of contractual waiver or required by the Third Party License, Ricoh waives the prohibition in Clause 2.1 hereof against reverse engineering or decompiling, but only for the limited purpose required by the applicable license or law and not to create any software which is substantially similar to the Software.

7.4 Notwithstanding anything herein to the contrary, all Third Party Programs are furnished by RICOH WITHOUT SUPPORT AND MAINTENANCE, "AS IS" AND WITHOUT ANY WARRANTIES OF ANY KIND (INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF NON-INFRINGEMENT), EXPRESS OR IMPLIED. RICOH DISCLAIMS LIABILITY INCLUDING ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL LOSS OR DAMAGE, ANY LOST PROFITS OR SAVINGS, AND ANY LOSS OR DAMAGE CAUSED BY ANY THIRD PARTY PROGRAMS.

8. Termination

8.1 This Agreement is terminated at the end of the Licensed Term.

8.2 Notwithstanding Clause 8.1, this Agreement will terminate immediately (a) if you delete or destroy the Software and all of its copies; (b) if you fail to pay any relevant fees or charges or fail to comply with the terms and conditions of this Agreement; or (c) if you cease to conduct your operations in the normal course of business, including inability to meet your obligations as they mature, or if any proceeding under bankruptcy or insolvency laws is brought by or against you, or a receiver is appointed or applied for, or an assignment for the benefit of creditors is made by you or any similar activity occurs under any similar applicable laws in any jurisdiction.

8.3 Upon expiration or termination of this Agreement, you must immediately stop using the Software and, delete or destroy 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.

8.4 If you purchased or obtained the Software in Indonesia, the parties hereto agree to waive the application of Articles 1266 and 1267 of the Indonesian Civil Code, to the extent that a Court's decision or order is required for the termination of this Agreement.

9. Non-Proliferation

You shall not sell, export, re-export, transfer or otherwise make available any product(s)/technology to be supplied by Ricoh to any firm(s), any corporation(s), and/or any person(s) that is likely to use the product(s)/technology directly for research and development, or manufacturing of weapons for mass destruction such as nuclear weapons, chemical weapons, biological weapons and missiles and/or any conventional weapons. You confirms it will not use, install or otherwise dispose of any of the product(s)/technology in a manner contrary to any laws or regulations that control and administer the export, re-export and transshipment of the product(s)/technology in the country in which each party is located.

10. Export Restrictions

You may not export all or part of the Software directly or indirectly without prior written consent of Ricoh and the required approval of any applicable government. You shall comply with any applicable export law and regulation.

11. U.S. Government Restricted Rights

If you are licensed 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 (a) only as Commercial items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions hereof.

12. General

12.1 This Agreement shall be governed by and construed in accordance with the laws of Singapore, without recourse of its conflict of law principles. The United Nations Convention on Contract for the International sale of Goods does not apply to this Agreement. Any dispute arising out of or in connection with this Agreement, 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 referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this Clause. The Tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be English. The decision of the arbitrator shall be final and binding upon the parties hereto.

12.2 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, notwithstanding Clause 12.1, 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.

12.3 Neither this Agreement nor the license to use the Software and Documentation may be assigned or otherwise transferred by you. 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 this Agreement.

12.4 Should any part or provision of this Agreement be held unenforceable or in conflict with the applicable law of any jurisdiction, the validity of the remaining parts or provisions shall not be affected thereby. The parties shall replace the invalid provision by a valid provision as much as possible equal to the invalid provision.

12.5 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.

12.6 You agree that this Agreement is the entire agreement between you and Ricoh concerning the Software and Documentation and supersedes all proposals or prior agreements, verbal or written, and any other communications between you and Ricoh relating to the Software and Documentation.

12.7 If the Software is supplied on a demonstration, evaluation or similar not-for-sale ("NFS") basis, you are granted a limited, non-exclusive license to use a copy of the Software under the terms of this Agreement for a limited time period only. BY YOUR USE OF THE NFS OR EVALUATION SOFTWARE, YOU ACKNOWLEDGE AND AGREE THAT YOUR RIGHT TO USE THE SOFTWARE WILL TERMINATE AFTER THE EVALUATION PERIOD AND THEREAFTER YOU WILL NOT BE ABLE TO USE THE SOFTWARE UNTIL YOU PURCHASE A COMMERCIAL LICENSE. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, ALL NFS OR EVALUATION COPIES ARE LICENSED "AS IS" WITH NO WARRANTIES OF ANY TYPE WHATSOEVER, AND NO SUPPORT AND MAINTENANCE.

12.8 No provision of this Agreement shall be modified, amended, or waived except by a written agreement signed by the authorized representatives of the parties hereto.

12.9 A person or party who is not a party to this Agreement shall not have any rights under or in connection with the Agreement, including any rights to enforce it or make any claim under it.

12.10 This Agreement is in English. If you purchased or obtained the Software in Indonesia, this Agreement also will be provided and executed in a Bahasa Indonesia in compliance with prevailing regulations (including Law No. 24 of 2009 on the National Flag, Language, Emblem and Anthem). If there are conflicts, discrepancies or disputes between the English version of this Agreement and any other language versions of this Agreement, the English version of this Agreement shall prevail and the translation version shall be deemed to be automatically amended to make the relevant part of the translation version consistent with the relevant part of the English version.