

Terms and Conditions for the provision of Additive Manufacturing and related services

1. DEFINITIONS

1.1 Unless the context otherwise requires:

“Affiliates”: Means, in respect of a person, its Parent Undertakings, its Subsidiary Undertakings and the Subsidiary Undertakings of any of its Parent Undertakings from time to time (“Parent Undertaking” and “Subsidiary Undertaking” having the meanings set out in section 1162 Companies Act 2006).

“Agreement”: Means the contract between Ricoh and the Customer for the supply of Services incorporating these terms and conditions and the Customer Information Form and formed in accordance with clause 3.8.

“Background Intellectual Property”: Means:

- (i) any Intellectual Property owned, developed and/or licensed by Ricoh prior to or after the date of this Agreement and/or outside of this Agreement; and
- (ii) any and all Intellectual Property Rights in the Technology.

To the extent that, as a result of such cooperation and/or as a result of Ricoh’s improvements, any Intellectual Property arises in respect of the Technology and/or relating to the Technology then such Intellectual Property shall form part of the Background Intellectual Property and shall be owned by Ricoh..

“Charges”: Means the payment(s) due to Ricoh in respect of the supply of the Services as specified in the Order Acceptance together with any packaging, insurance, carriage and delivery costs payable by the Customer in addition to the Charges prior to Ricoh providing the Services or delivering any Item.

“Confidential Information”: Means any and all information which is (a) identified in writing as being confidential, which is obtained from the Customer by Ricoh or its Affiliates, or from Ricoh or its Affiliates by the Customer; (b) disclosed, directly or indirectly, to the Customer by Ricoh and/or its Affiliates prior to or following the Effective Date including without limitation discussion of future products or services of Ricoh and/or its Affiliates, or (c) generated by either party under or in connection with this Agreement and which, by its nature, should reasonably be assumed to be confidential, including but not limited to Ricoh’s know-how, methodology and pricing.

“Customer”: Means the legal entity of the customer, being confirmed as the Customer in the Order Acceptance.

“Customer Information Form” means the information form completed by Ricoh and/or the Customer in accordance with clause 3.2 and then approved in final form by the Customer in accordance with the provisions of clause 3.4.

“Design”: Means the document or electronic file used by Ricoh to perform any Printing as requested by the Customer, being:

- (i) the Original Design; and/or
- (ii) the Modified Design.

“Effective Date” Shall be given the meaning set out in clause 3.8.

“Intellectual Property”: Means all intellectual and industrial property of any kind including but not limited to patents, supplementary protection certificates, rights in know-how, registered trade marks, registered designs, unregistered design rights, unregistered trade marks, rights to prevent passing off or unfair competition and copyright (whether in drawings, plans, specifications, designs and computer software or otherwise), database rights, topography rights, any rights in any invention, discovery or process, and applications for and rights to apply for any of the foregoing, in each case in the United Kingdom and all other countries in the world and together with all renewals, extensions, continuations, divisions, reissues, re-examinations and substitutions.

“Item”: Means a three dimensional object created from the Design.

“Liability”: Means liability arising out of or in connection with this Agreement, whether in contract, tort, misrepresentation, restitution, under statute or otherwise, including (but not limited to) any liability arising from a breach of, or a failure to perform or defect or delay in performance of, any of a party’s obligations under the Agreement in each case howsoever caused including (but not limited to) if caused by negligence.

“Losses” all direct losses, Liability, costs, damages and expenses that the indemnified person does or will incur or suffer, all claims or proceedings made, brought or threatened against the indemnified person by any person and all direct losses, Liability, costs, damages and expenses the indemnified person does or will incur or suffer as a result of defending or settling any such actual or threatened claim or proceeding.

“Material”: Means the documents or other material (if any) supplied by the Customer to Ricoh in a physical or electronic format for the purposes of Ricoh providing the Services which may include (but will not be limited to) the Original Design.

“Modified Design”: Means the Original Design as modified by Ricoh as a result of its performance of the Services.

“Order”: Means an order for the supply of Services by Ricoh to the Customer on the terms and conditions of this Agreement placed in writing using the on-line ordering facility accessed via the Ricoh website or by other means of communication acceptable to Ricoh.

“Order Acceptance”: Means Ricoh’s written acceptance of an Order.

“Original Design”: Means any design, product, material, item or object created by or licensed to the Customer to be used by Ricoh, as specified by the Customer in writing, as part of Ricoh’s performance of the Services.

“Printing”: means the Services to be provided by Ricoh to produce an Item from a Design using additive manufacturing technology.

“Ricoh”: Means Ricoh UK Products Limited (registered number 01763860) with its registered office at Priorslee, Telford, Shropshire TF2 9NS and its Affiliates.

“Ricoh Website” means Ricoh’s website at www.ricoh-europe.com/services-solutions/advanced-manufacturing-services/index.aspx.

“Services”: Means the services to be provided to the Customer by Ricoh as specified in an Order Acceptance.

“Tax Authority”: Means any authority, whether of the United Kingdom or elsewhere, competent to impose, assess or collect taxation, including but not limited to HMRC.

“Technology”: Means the technology, software, equipment, operation and/or other aspects comprising and/or used by Ricoh in the performance of the Services and/or in performing other additive manufacturing services for other customers as well as any improvements arising in respect of and/or relating to such Technology (including without limit as envisaged by clause 10.1.2) but, for the avoidance of doubt, not including the Design.

“VAT”: Means United Kingdom value added tax or any similar sales tax imposed in any other jurisdiction.

2. SCOPE OF AGREEMENT

2.1 This Agreement shall come into effect and be contractually binding upon both parties from the Effective Date and shall remain in force until all of the Services set out in the Order Acceptance have been provided by Ricoh and paid for by the Customer.

2.2 This Agreement sets out the terms and conditions upon which Ricoh will supply and the Customer will purchase the Services.

3. ORDERS AND FORMATION OF CONTRACT

3.1 From time to time the Customer may make enquiries in relation to the purchase of services including (but not limited to) consultancy, design, additive manufacturing and/or post process finishing services from Ricoh.

3.2 Following receipt of an enquiry in accordance with clause 3.1, Ricoh will contact the Customer to discuss the Customer’s enquiry and will require the Customer to complete a draft Customer Information Form and/or, in conjunction with the Customer, Ricoh will complete a Customer Information Form, following which Ricoh may wish to process electronic Material that forms part of the Design through specialist software in order to consider its suitability for provision of the proposed services. The Customer agrees to provide all necessary co-operation in respect of the above. Any revisions to the Material will be sent to the Customer for approval.

3.3 Ricoh may issue a quotation setting out the details of the Services Ricoh proposes to provide based on the completed Customer Information Form. Such quotation will be considered an invitation to treat and not an offer.

Terms & Conditions

3.4 If the Customer agrees to be bound by the terms of the quotation issued by Ricoh in accordance with clause 3.3, it will issue an Order. The Customer shall ensure that the Order is accurate and complete. By issuing an Order, the Customer is agreeing, confirming, warranting and representing that:

- (i) it wishes to contract with Ricoh on the basis of the information set out in the quotation;
- (ii) it accepts these terms and conditions shall apply to the quotation and the Services;
- (iii) the information in the Customer Information Form is infinal form and is accurate and complete; and
- (iv) it approves the revisions to the Material (if and to the extent such revisions have been provided to it by Ricoh as envisaged by clause 3.2).

3.5 The Order will constitute an offer by the Customer to purchase services from Ricoh on the terms and conditions of this Agreement.

3.6 The Order will include the following information: the up to date Customer Information Form and any accompanying documentation last issued by Ricoh (which shall be deemed to form part of the Order; Customer order number, description of the Services to be provided, requested quantity of Items (if any), requested collection/delivery date, agreed price, collection/delivery address, applicable delivery terms (if any), contact details, invoice address, authorisation signature, Customer account number together with any additional information required by Ricoh and notified to the Customer by Ricoh as part of its quotation.

3.7 Ricoh will have absolute discretion as to whether it accepts any Order.

3.8 A contract for the supply of the Services by Ricoh to the Customer on the terms and conditions of this Agreement will be formed when Ricoh accepts the Order by issuing an Order Acceptance to the Customer and the date of the Order Acceptance shall be the Effective Date.

3.9 Any collection/delivery date set out in the Order Acceptance is an estimate only and time shall not be of the essence in relation to such dates.

3.10 Each Order Acceptance will specify the location at which, and terms on which, any Item is to be collected or delivered together with any associated delivery terms. If the Order Acceptance is silent in relation to delivery, any Items will be delivered ex works (Incoterms 2010).

3.11 The terms and conditions of this Agreement are the only terms and conditions upon which Ricoh will supply the Services to the Customer and will apply to the exclusion of all other terms and conditions including but not limited to any terms and conditions which the Customer purports to apply under any purchase order, confirmation of order or similar document (whether or not such document is referred to in this Agreement) and any terms and

conditions which may otherwise be implied by trade, custom, practice or course of dealing.

3.12 Save as provided in clause 14.3, the Customer will not be entitled to cancel the Order once Ricoh has issued an Order Acceptance.

4. PAYMENT

4.1 Unless agreed otherwise in writing, the Charges for the Services are payable in advance. Ricoh will be entitled to invoice the Customer for the Charges at the time of issuing the Order Acceptance.

4.2 Each invoice will be payable by the Customer within 30 days following the date on which the invoice is issued. All payments will be made in the currency stipulated in the Order Acceptance in cleared funds by BACS unless otherwise agreed in writing between the parties. Ricoh will not be obliged to commence performance of the Services until it has received the Charges in cleared funds.

4.3 Notwithstanding any purported contrary appropriation by the Customer, Ricoh will be entitled, by giving written notice to the Customer, to appropriate any payment by the Customer to any invoice issued by Ricoh.

4.4 All payments shall be made in full on the due dates for payment without any deduction, set-off or counterclaim for damages or any other reason. This is an essential condition of this Agreement.

4.5 Ricoh reserves the right to vary the Charges at any time on not less than 30 days' notice to the Customer to reflect any variation in the cost of providing the Services and/or any associated delivery charges.

4.6 If the Customer wishes to dispute the Charges related to the Services, written notice must be received by Ricoh within twenty (20) days of the date of the relevant invoice.

4.7 The Customer agrees to provide financial information to Ricoh sufficient to allow Ricoh to assess the Customer's creditworthiness upon request. Ricoh shall determine whether an adequate credit line is available on the Customer's account and the parties will discuss whether and what other credit arrangements are required by Ricoh.

5. REMEDIES

5.1 Without prejudice to any other rights it may have, Ricoh reserves the right to charge interest on all overdue payments by no more than the amount permitted under late payment legislation, such interest to accrue from the due date of payment until payment in full is received (both before and after any judgment) and/or to suspend the provision of Services until payment in full, including (but not limited to) any accrued interest, is received.

5.2 The Customer shall pay Ricoh's legal costs on a full indemnity basis if the Customer is in breach of this Agreement and Ricoh has to enforce the terms of this Agreement or has to recover payment of any sums due hereunder.

5.3 In order to cover its administration costs, Ricoh reserves the right to charge an administration fee of no more than £25 per change in the event the Customer requires an administrative change to its account details (including but not limited to billing address and/or in the event the Customer requires an invoice to be re-issued).

6. MATERIALS SUPPLIED BY THE CUSTOMER

6.1 The Customer will within the time period specified in the Order Acceptance (and if no time is specified, within a reasonable period) provide Ricoh with the Material necessary for Ricoh to provide the Services. Unless otherwise specified in the Order Acceptance, the Material, Original Design and any Item created by Printing shall belong to and at all times remain the property of the Customer ("Customer Property").

6.2 Unless otherwise specified in the Order Acceptance, title to the Material and Original Design will remain vested in the Customer at all times and title in any Item will vest in the Customer upon Printing or full payment being received by Ricoh (whichever is the later). Any Customer Property provided to Ricoh will remain at the Customer's risk and, subject to clause 9.1, Ricoh accepts no Liability for any loss of or damage to any Customer Property whilst in Ricoh's possession.

6.3 The Customer warrants to Ricoh and shall ensure that all Customer Property will at all times be fit for its intended purpose and of satisfactory quality. Without prejudice to the generality of the foregoing, to the extent the Customer is requesting Ricoh to provide any Printing as part of the provision of the Services, the Customer will ensure that any Item created in accordance with the Original Design is inherently safe and fit for purpose and will comply with all applicable laws, standards, regulations and certifications (including but not limited to, where applicable, CE marking) which may apply.

6.4 Subject to clause 6.7, unless otherwise specified in the Order Acceptance, Ricoh will:

- (i) only use the Customer Property for the purpose of supplying the Services to the Customer under this Agreement; and
- (ii) not make any change or alteration to the Customer Property without the Customer's written consent.

6.5 Subject to clause 9.1, Ricoh will not have any Liability to the Customer or any third party for any loss, damage or defect caused by the Customer Property.

6.6 Without prejudice to clause 10.4, the Customer will indemnify, keep indemnified and hold Ricoh harmless from and against all Losses in each case arising out of or in connection with Ricoh's use or possession of the Customer Property or performance of the Services in accordance with the terms of this Agreement including but not limited to:

- (i) any actual or threatened product liability claims arising from any Item;

- (ii) any regulatory investigation or enforcement action arising from any Item; or
- (iii) any actual or threatened claims arising from the Customer's instructions in relation to the Original Design or Modified Design.

6.7 Ricoh will have a general lien over the Customer Property for payment by the Customer of all amounts owed by the Customer to Ricoh under this Agreement. If the Customer fails to make any payment due to Ricoh under this Agreement within a period of 30 days from Ricoh giving written notice to the Customer specifying that such payment is overdue and expressly referring to Ricoh's rights under this clause 6.7 Ricoh will be entitled, as agent for the Customer, to sell any or all Customer Property on such terms and at such price as Ricoh at its sole discretion sees fit. Ricoh will apply the proceeds of any sale first to reimbursing the costs incurred by it in making that sale and secondly to paying all sums due to it under this Agreement by the Customer and will then account to the Customer for the balance (if any).

6.8 Unless otherwise specified in the Order Acceptance, Ricoh will provide all raw materials necessary for any Printing.

7. RICOH'S WARRANTY

7.1 The assessment and selection of the Services (and their appropriateness and suitability for the Customer) remains the Customer's sole responsibility.

7.2 Ricoh shall perform the Services with reasonable care and skill.

7.3 The Customer acknowledges that the output from the Services is entirely dependent on the Material and, as such but subject to clause 9.1 Ricoh accepts no responsibility for and gives no warranties in respect of the output of the Services. Without prejudice to the generality of the foregoing and subject to clause 7.2, any Item will be provided "as is" following Printing and, subject to clause 9.1, Ricoh gives no warranty that any Item will be safe, fit for a particular purpose, meet any conformance standards or of satisfactory quality.

7.4 EXCEPT AS SET OUT EXPRESSLY IN THIS AGREEMENT, RICOH EXCLUDES, TO THE FULLEST EXTENT PERMISSIBLE IN LAW, ALL TERMS, CONDITIONS AND WARRANTIES (EXPRESS OR IMPLIED, STATUTORY, CUSTOMARY OR OTHERWISE).

7.5 Subject to clause 9.1, 9.3 and 9.4, Ricoh's only liability for breach of clause 7.2 will be, at Ricoh's option, to repair or replace any Item which was materially adversely affected by Ricoh's failure to perform the Services in accordance with clause 7.2 or to reduce the Charges for the relevant Services by a sum which is equitable in the circumstances.

8. CUSTOMER'S WARRANTIES AND UNDERTAKINGS

8.1 The Customer warrants, represents and undertakes to Ricoh that:

- (i) it is a business and shall not be considered to be a consumer;
- (ii) it has the capacity to enter into this Agreement, authorise Ricoh to provide the Services and to grant the rights and licences it purports to grant under this Agreement;
- (iii) the information in the Customer Information Form is and shall remain fully complete and accurate;
- (iv) all Orders and the Customer Information Form will be submitted to Ricoh by authorised signatories of the Customer who are permitted to bind the Customer;
- (v) it will notify Ricoh in writing of any changes in its circumstances which affect its ability to receive the Services in accordance with this Agreement;
- (vi) it shall only use the Items and/or other output(s) of the Services for the reasons and in the locations specified in the Customer Information Form which is included in the Order;
- (vii) for the purposes of any Item, it will be considered the manufacturer of such Item as a result of its provision of the Material;
- (viii) it is fully responsible and shall at all times retain responsibility for all statutory obligations in law that fall upon a "manufacturer" in relation to any product(s) which may be or are the output of the Services including without limit the Items;
- (ix) it is fully responsible for ensuring that any Item that requires a "CE Mark" has been properly certified and tested and that the correct supporting documentation, including the Declaration of Conformity, has been completed and will be held securely for at least 10 years; and
- (x) if required by Ricoh, it will fully cooperate with Ricoh and/or any regulatory authority in the event of any regulatory enquiry or investigation relating to the Items including without limit the disclosure within 7 days of any documentation or information a regulatory authority may request of Ricoh.

8.2 The Customer undertakes to:

- (i) promptly supply all assistance, co-operation, documentation and other information or materials necessary and/or reasonably required by Ricoh in order for Ricoh to perform the Services; and
- (ii) maintain current back-ups of all data and adequate virus protection systems for its business.

8.3 The Customer warrants, represents and undertakes to Ricoh that the Material and any Item will not:

- (i) contravene any applicable laws;
- (ii) be considered to be defamatory, obscene, offensive, indecent, malicious, hateful or inflammatory;
- (iii) be pornographic or sexually explicit;
- (iv) be used or capable of use to promote violence, war or terrorism;
- (v) be used or capable of use to create a risk to a person's health or safety or public health or safety;
- (vi) promote, constitute or be used as part of any illegal or unlawful activity;
- (vii) use any Ricoh name or trademark in connection with the Item including on any packaging, instruction manual or other accompanying documentation or material; or
- (viii) give the impression it results from the provision of the Services by Ricoh,

and Ricoh shall be entitled to refuse to perform any Services which it believes (in its absolute discretion) may result in the Customer being in breach of this clause 8.3.

8.4 The Customer warrants, represents, undertakes and shall ensure that it is the owner of the Material and/or a properly authorised licensee of the Material and that the Material and any Item will not violate any Intellectual Property of third parties including without limit as a result of Ricoh performing the Services. The Customer shall indemnify, keep indemnified and hold Ricoh harmless from and against any and all Losses arising from the use of or reproduction of the Material or any Item, and/or from any defamatory, libellous or illegal statements contained within the Material or any Item.

8.5 Where the Item is an article for use at work, the Customer warrants, undertakes and shall ensure that it will take sufficient steps to ensure that the Item in its design and construction will be safe and without risks to health at all times when the Item is being set, used, cleaned or maintained by a person at work as understood by Section 6(8) of the Health and Safety at Work etc Act 1974.

9. RICOH'S LIABILITY

9.1 Ricoh does not exclude or limit its liability (if any) for:

- (i) fraud or fraudulent misrepresentation;
- (ii) death or personal injury resulting from Ricoh's negligence or the negligence of its employees, subcontractors or agents; or
- (iii) any matter which cannot be excluded by or limited in law.

9.2 Except as set out in clause 9.1 above, Ricoh's aggregate Liability to the Customer in respect of any loss or damage that is not excluded in clause 9.3, shall be limited to:

- (i) the Charges paid and/or invoiced and payable in the previous twelve (12) months; or
- (ii) thirty thousand pounds (£30,000), whichever is the higher.

9.3 Except as set out in clause 9.1 above, Ricoh shall not be liable to the Customer, whether in contract, tort (including but not limited to negligence) or otherwise for any of the following types of losses:

- (i) loss of profits;
- (ii) loss of revenue;
- (iii) loss of or depletion to goodwill;
- (iv) loss of use of or damage to data or software;
- (v) infection of or damage or interference caused to any computer operating systems or programmes (or part thereof);
- (vi) loss or damage suffered by the Customer as a result of an action brought against the Customer by a third party; and/or
- (vii) any special, indirect or consequential loss,

regardless of whether or not any such losses were foreseeable and/or Ricoh had been advised of the possibility of the Customer incurring such losses.

9.4 Except as set out in clause 9.1 above, Ricoh shall not be responsible for any failure or delay in performing its obligations to the extent that such failures or delays are caused by any: (i) inaccuracies or omissions in or problems with (a) the Customer Property (including but not limited to any specifications); or (b) information supplied or not supplied by the Customer; or (ii) acts or omissions of the Customer or a third party (other than Ricoh's agents).

9.5 The Customer acknowledges that Ricoh is not the manufacturer, importer or designer of the Items or of Products as part of the Services. To the fullest extent permitted by law, Ricoh assumes no liability for the safety of any product of Item in either design or manufacture.

9.6 Ricoh has calculated the Charges on the basis of the exclusions from and limitations of liability contained in this Agreement. The Customer expressly agrees these exclusions and limitations of liability are reasonable and are reflected in the Charges which would be higher without these provisions.

10. INTELLECTUAL PROPERTY AND EXPLOITATION

10.1 Ownership of Background Intellectual Property

10.1.1 The Background Intellectual Property and rights in the Background Intellectual Property will remain the absolute unencumbered property of Ricoh. The Customer will not make any representation or do any act which may be taken to indicate that it has any right, title or interest in or to the ownership or use of any of the Background Intellectual Property except as expressly permitted by the terms of this Agreement. Save as expressly provided by this

Agreement, the Customer does not have any right, title or interest in or to the Background Intellectual Property.

10.1.2 It is anticipated that in providing the Services, Ricoh and the Customer may cooperate in relation to developing or improving the Original Design and/or Ricoh may itself improve the Original Design. To the extent that, as a result of such cooperation and/or as a result of Ricoh's improvements, any Intellectual Property arises in respect of the Technology and/or relating to the Technology then such Intellectual Property shall form part of the Background Intellectual Property and shall be owned by Ricoh. The Customer hereby assigns with full title guarantee to Ricoh all such Intellectual Property.

10.1.3 Any technical knowledge or information about the Technology gained or acquired by the Customer as a result of receiving the Services, or as a result of the cooperation provided for in clause 10.1.2, shall be Confidential Information proprietary to Ricoh and shall be protected by the Customer in accordance with clause 12.

10.1.4 Subject to clause 10.3.3, unless otherwise specified in an Order Acceptance, any Intellectual Property created or generated in respect of the Original Design, the Modified Design and/or an Item (whether as a result of the cooperation provided for at clause 10.1.2 or otherwise) shall be owned by the Customer.

10.1.5 Ricoh will provide, or provide access to the Customer to, documentation and other information necessary for the Customer to receive the Services. Any and all Intellectual Property subsisting in such documentation and information is owned and shall remain owned by Ricoh or its licensors.

10.1.6 For the avoidance of doubt, unless otherwise specified in this Agreement or an Order Acceptance, Ricoh does not own and will not acquire any right, title or interest in or to any Intellectual Property subsisting in the Original Design or any Item. To the extent that such right, title or interest is owned by the Customer or any third party, the receipt by the Customer of the Services will not affect this position unless Ricoh and the Customer have expressly agreed otherwise in the Order Acceptance.

10.2 Licence to use Ricoh's Background Intellectual Property

10.2.1 Ricoh grants to the Customer a perpetual, revocable (but only if the Customer is in breach of this Agreement), non-exclusive, worldwide, royalty-free licence to use such of the Background Intellectual Property as is required solely for the purpose of permitting and enabling the Customer to receive the Services. If there is any uncertainty as to the scope of such licence, Ricoh's confirmation as to the necessary scope shall prevail. For the avoidance of doubt, the Customer may not use the Technology itself in any circumstance.

10.2.2 Ricoh grants to the Customer a perpetual, irrevocable, non-exclusive, worldwide, royalty-free licence to use such of the Confidential Information referred to at clause 10.1.3 above as is required solely for the purpose of permitting and enabling the Customer to receive the Services.

10.3 Licence to use Customer's Intellectual Property

10.3.1 The Customer grants to Ricoh a non-exclusive, worldwide, royalty free licence (or sub-licence) to use, copy, translate and amend the Intellectual Property subsisting in the Original Design, the Modified Design and each Item as is required for the provision of the Services and the performance of this Agreement.

10.3.2 In the event that the Customer is prevented from granting the sub-licence in clause 10.3.1 due to the terms of any licence granted to it, the Customer will use its best endeavours to secure permission from the relevant licensor to grant such a sub-licence and, once secured, will grant the sub-licence provided for at clause 10.3.1. To the extent that the Customer is not able to grant the sub-licence in clause 10.3.1 the Customer shall indemnify, keep indemnified and hold harmless Ricoh against all Liability in respect of any claims against Ricoh by relevant licensors, in accordance with clause 10.4.2.

10.3.3 In the event that cooperation between Ricoh and the Customer pursuant to clause 10.1.2 generates Intellectual Property in improvements or amendments to the Original Design or any Modified Design then, to the extent that such Intellectual Property is reasonably required by Ricoh for the development and improvement of the Technology and the provision of the Services, the Customer grants to Ricoh a non-exclusive, worldwide, royalty free licence to use, copy, translate and amend this Intellectual Property for the purposes set out in this clause 10.3.3.

10.3.4 If specified in the Order Acceptance that Ricoh will own, or have transferred to Ricoh, any Intellectual Property in the Original Design, Modified Design, in any Item and/or otherwise in any Services or other Intellectual Property (whether as a result of the operation of clause 10.1.2 or otherwise) ("**Assigned IP**") the Customer hereby assigns with full title guarantee, from the date of creation, to Ricoh all such Intellectual Property in the Assigned IP and in such case:

- (i) title shall pass in such Assigned IP (if and to the extent applicable) in England on the date of creation; and
- (ii) to the extent that the Assigned IP needs to be and is transported and/or transferred across country borders into England, the Customer agrees to be and remain responsible for such transfer and transportation in their own name.

10.3.5 The Customer will at its own cost, execute all such documents and do all such acts and things as Ricoh may reasonably request from time to time in order to secure the full right, title and interest of Ricoh in any Intellectual Property and any documentation relating to it which is the subject of this clause 10.

10.4 Intellectual Property Indemnity

10.4.1 The parties agree that Ricoh bears no responsibility for and shall not be liable in respect of any infringement, inadvertent or otherwise, of any Intellectual Property owned by any third party resulting from provision by Ricoh, or the receipt by the Customer, of the Services and/or from the Printing by Ricoh on the Customer's

behalf in accordance with the Customer's instructions or the use of any Item or Design by the Customer.

10.4.2 The Customer will indemnify, keep indemnified and hold harmless Ricoh in respect of any Losses arising out of or in connection with any claim or proceedings made, brought or threatened against Ricoh by any person for actual or alleged infringement of a third party's Intellectual Property rights and which arises out of or in connection with the provision by Ricoh, or the receipt by the Customer, of the Services and/or from the Printing by Ricoh on the Customer's behalf in accordance with the Customer's instructions or the use of any Item or Design by the Customer.

11. FORCE MAJEURE

Ricoh may, without liability, delay performance and/or cancel this Agreement on account of force majeure or other circumstances beyond its reasonable control including, but not limited to, acts of God, war, riot, fire, earthquake, explosion, flood, strike, lockout, injunction or telecommunications, electrical or source of supply failure, and/or the unavailability of services, personnel, products and/or materials.

12. CONFIDENTIALITY

Except as in relation to any assignee or subcontractor referred to in clause 13.2 below or any employee within the parties' respective group of companies (provided that each has advised employees to whom Confidential Information of the other is disclosed of this Agreement, pursuant to which such employees will be required to maintain the confidentiality of all Confidential Information), neither party shall, without the previous written consent of the other, use, publish or disclose to any person, nor cause nor permit any of its servants, agents or sub-contractors to use, publish or disclose any Confidential Information which it has received from the other, otherwise than for the performance of its duties under this Agreement, other than Confidential Information (i) which becomes generally available in the public domain other than by its unauthorised disclosure by the receiving party; or (ii) which has or may come into the possession of one party otherwise than in breach of a duty of confidence to the other party; or (iii) which is already in the possession of a party with the right to disclose; or (iv) which is required to be disclosed by law.

13. ASSIGNMENT AND SUBCONTRACTING

13.1 The Customer shall not, without Ricoh's prior written consent, assign this Agreement to any other person in whole or in part.

13.2 Ricoh may assign this Agreement to any other person in whole or in part and/or subcontract the performance of any of its obligations under this Agreement. The subcontracting by Ricoh of any of its obligations under this Agreement in whole or in part shall not relieve Ricoh of its responsibility for the performance of its obligations to the Customer.

14. TERMINATION

14.1 Ricoh may terminate this Agreement or any other agreement between Ricoh and the Customer with immediate effect on written notice if any of the following happens;

- (i) the Customer fails to make prompt payment of any Charges or to remedy any other breach of this Agreement within thirty (30) days of notice by Ricoh to the Customer;
- (ii) the Customer is unable to pay its debts as they fall due, or becomes bankrupt, or begins negotiations with its creditors, or goes into liquidation or administration, or has a receiver or administrative receiver appointed over all or any of its assets, or is dissolved;
- (iii) a bailiff or other officer attaches, cedes, or impounds any of the Customer's goods pursuant to a Court Order or in Scotland an attachment is levied or attempted against any of its assets; or
- (iv) Ricoh becomes aware that any information supplied by the Customer before entering into and/or during the performance of this Agreement was false in a material respect.

14.2 In the event of such termination, the Customer will immediately pay to Ricoh:

- (i) all arrears of Charges and other sums due; plus
- (ii) a sum equal to six months Charges for Services calculated by reference to the Charges for Services for which the Customer has been invoiced during the twelve months prior to the date of termination. The Customer acknowledges and agrees that this sum represents a genuine pre-estimate of Ricoh's losses arising from such termination of this Agreement.

14.3 Either party may terminate the provision of Services under this Agreement with immediate effect on written notice if the other is in material breach of any term of this Agreement and, where such breach is capable of remedy, provided that it has notified the other party in writing of the breach and given the other party not less than thirty (30) days in which to remedy the breach.

14.4 On termination of this Agreement howsoever arising, clauses 3, 4, 5, 6, 7, 8, 9, 10, 12, 14.2, and 15 will remain in effect.

15. GENERAL PROVISIONS

15.1 This Agreement sets forth the entire understanding between the parties and supersedes all prior agreements, arrangements and communications, whether oral or written, with respect to the supply of Services. Without prejudice to the generality of the foregoing, the Customer acknowledges that it has not relied upon any statement, promise or representation made on behalf of Ricoh which is not set out in this Agreement. Any purchase order issued by the Customer shall be for its administrative purposes only and none of its terms and conditions shall be of any force or effect against Ricoh. No other agreements, representations or warranties, whether oral or written,

shall be deemed to bind the parties with respect to this Agreement. Nothing in this clause 15.1 will be interpreted or construed as limiting or excluding the liability of any person for fraud or fraudulent misrepresentation.

15.2 This Agreement may not be modified or amended except by mutual written agreement signed by authorised signatories of both parties.

15.3 Except as in relation to any assignee or subcontractor referred to in clause 13.2 and/or as set out in (i) and (ii) below, the parties hereby agree that a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 or any analogous act in a relevant jurisdiction.

- (i) Ricoh is entering into this Agreement for itself and for the benefit of its Affiliates, each of which shall have the benefit of and shall be entitled to enforce the terms of this Agreement. Affiliates of Ricoh shall not be considered to be third parties for the purposes of this Agreement and, subject to clause 15.3.2 references to "RicoH" in this Agreement shall be deemed to include such Affiliates.
- (ii) Notwithstanding clause 15.3.1: (i) this Agreement may be varied by Ricoh UK Products Limited from time to time or terminated by Ricoh UK Products Limited in accordance with its terms without the consent of any Affiliate and clauses 2(1)(a) to (c) of the Contracts (Rights of Third Parties) Act 1999 do not apply to this Agreement; (ii) any consents, approvals or notices to be issued under this Agreement only require to be issued by Ricoh UK Products Limited and not by any Affiliate; and (iii) the Customer shall only be entitled to enforce the terms of this Agreement against Ricoh UK Products Limited and/or make any claim in relation to this Agreement against Ricoh UK Products Limited (and not against any Affiliate).

15.4 If any clause or part of a clause of this Agreement is found to be unenforceable then that clause or part will, to the extent required, be severed and will not affect any other provisions of this Agreement which will remain in full force and effect.

15.5 The waiver of a breach or default by either party shall not be construed as a waiver of any succeeding breach of the same or other provisions; nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.

15.6 All sums payable by the Customer under or pursuant to the terms of this Agreement are stated exclusive of VAT. Where, for any VAT purposes, a supply is made (or treated as made) by Ricoh under the terms of this Agreement to the Customer which is subject to VAT, the Customer is to pay an amount equal to such VAT (in addition to any other consideration for the supply) to Ricoh, and (where required by any laws) Ricoh will provide the Customer with a VAT invoice.

15.7 If a Tax Authority notifies Ricoh that VAT is chargeable for any supply under this Agreement: (a) Ricoh shall send the Customer a copy of the notification (if received) and a valid VAT invoice; and (b) the Customer shall pay Ricoh an amount equal to the VAT due, for which Ricoh is liable to account to the Tax Authority, within five working days of receipt of the invoice.

15.8 Any notice to be served shall be in writing and served upon the recipient at its address set out in the Order Acceptance by registered post.

15.9 Headings to clauses are for the purpose of information and identification only.

15.10 This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the courts of England.