

## **Schedule 3 to Ricoh USA, Inc. Terms and Conditions for As a Service Subscriptions Additional Terms for Process AP Service**

If the Order Form includes the Ricoh Process AP Service, then the terms herein apply (the "Process AP Terms").

### **1. RICOH Process AP Service**

- 1.1 If Customer complies with Customer's obligations under the As a Service Terms and these Process AP Terms, then Ricoh will provide to Customer the Ricoh Process AP Service (subject to the As a Service Terms and these Process AP Terms) on a time-limited, non-exclusive, and non-transferable subscription basis.
- 1.2 Customer understands that Ricoh provides the Ricoh Process AP Service based on the applicable plan, configuration, and details specified on the Order Form.
- 1.3 The applicable Ricoh Process AP Service will be initially identified in the Order Form and may be updated from time to time as described in the As a Service Terms and these Process AP Terms.
- 1.4 Ricoh's provision of the Ricoh Process AP Service to Customer is contingent upon Customer's agreement to and compliance with the Ricoh Kintone plus Service Terms and the RSI Cloud Service Terms.
- 1.5 As part of the Ricoh Process AP Service, Ricoh shall provide a defined scope of Professional Services, commensurate with the plan selected by Customer, as indicated on the Order Form. The Professional Services attributable to each plan offering (*i.e.*, Basic, Standard, Premium) are described in Exhibit A attached hereto.

### **2. Fees, Rates, and Other Charges for Ricoh Process AP Service**

- 2.1 Customer will pay to Ricoh the fees, rates, and other charges described in these Process AP Terms, the As a Service Terms, and any associated Statement of Work for Professional Services.
- 2.2 The applicable fees for the Ricoh Process AP Service will be identified initially in the Order Form and may be updated from time to time as described in these Process AP Terms.
- 2.3 The fees for Professional Services in excess of those included in the plan selected by Customer on the Order Form will be identified in a separate Statement of Work executed by Customer.
- 2.4 Annually, Ricoh may increase the applicable fees by up to 7%.
- 2.5 Ricoh will invoice Customer for all fees, rates, and other charges electronically. Customer agrees to accept all invoices via electronic means (*e.g.*, email, etc.).
- 2.6 The invoicing frequency will be specified on the Order Form or in the SOW, where applicable.

### **3. Initial Term, Renewal, and Early Termination**

- 3.1 The initial term of the Services will begin on the Effective Date and will continue for the initial term described in the Order Form (which will be no fewer than twelve (12) months)).
- 3.2 Unless Customer or Ricoh notifies the other in writing at least thirty (30) days before the expiration of the then-current term, then the term will automatically renew on a year-to-year basis.
- 3.3 Customer or Ricoh may terminate the Ricoh Process AP Service before expiration of the then-current term:
  - (a) for convenience by providing to the other at least thirty (30) days' advance written notice of termination; or
  - (b) as otherwise described in the As a Service Terms or these Process AP Terms.

### **4. Upgrades & Expansions**

- 4.1 Customer may upgrade its selected plan for Ricoh Process AP Service at any time.
- 4.2 Upgrade elections to Customer's plan (*i.e.*, Basic, Standard, Premium) shall require Customer to initiate a new term (which will be no fewer than (12) months)).
- 4.3 Customer may expand its selected plan (*i.e.*, designate additional user or increase transaction volume, etc.) at any time. Such expansions shall remain effective until the end of the then-current term, at which time Customer may elect to sustain, further expand, or reduce the usage within its selected plan.

### **5. End of Term**

At the expiration or termination of the Term, Customer will stop using any Software or Cloud Services made available to Customer in connection with the Ricoh Process AP Service. If Customer does not comply with this obligation, then (without limiting Ricoh's other remedies) Customer must pay to Ricoh additional fees until Customer complies with this obligation.

## 6. Early Termination Fee

- 6.1 If Customer terminates the Services for convenience before the end of the then-current term, or if Ricoh terminates the Services before the end of the then-current term for a reason other than convenience, then Customer will (in addition to any other remedies that Ricoh may have) pay to Ricoh the Early Termination Fee. The Early Termination Fee shall be tendered by Customer to Ricoh not later than thirty (30) days following the first written notice of an intent to terminate.
- 6.2 Customer agrees that the Early Termination Fee is (a) necessary, (b) reasonable, and (c) not a penalty.

## 7. Customer's Cooperation

- 7.1 Without limiting Customer's cooperation obligations under the As a Service Terms, Customer will:
- (a) Related to the RICOH Kintone plus Service:
    - (1) Provide a single point of contact during the RICOH Kintone plus implementation;
    - (2) Identify the main system administrator and key operator who will be available for software configuration and training;
    - (3) Provide administrative passwords necessary to perform the implementation on each Authorized RICOH Kintone plus device; and
    - (4) Provide administrative passwords necessary to configure the RICOH Kintone plus Service in Customer's tenant user site.
  - (b) Related to the RSI Cloud Service:
    - (1) Provide a single point of contact during the RSI Cloud Service implementation;
    - (2) Identify the main system administrator and key operator who will be available for software configuration and training;
    - (3) Provide administrative passwords necessary to perform the implementation on each Authorized RSI Device; and
    - (4) Provide administrative passwords necessary to configure the RSI Cloud Service in Customer's tenant user site.

## 8. General

- 8.1 Data Management Services. Despite anything to the contrary, Customer agrees that Ricoh has no obligation to perform any Data Management Services; this, however, does not limit Ricoh's confidentiality and privacy obligations described in the As a Service Terms.
- 8.2 Self-Service. Despite anything to the contrary, (a) Customer agrees to use Ricoh's remote, self-service support tools (which are available at <https://my.ricoh-usa.com>, or a successor site, at no additional charge) to resolve common uncomplicated issues quickly and conveniently, and (b) if Customer does not use the available remote, self-service support tools, then Ricoh may charge additional fees at the then-prevailing time and materials rates for performing those tasks on Customer's behalf.

## 9. Definitions

- 9.1 Capitalized terms used—but not defined in—these Process AP Terms have the meaning given to them in the As a Service Terms.
- 9.2 In these Process AP Terms and the Order Form, the capitalized terms listed below have the meanings given to them below.
- (a) **As a Service Terms** means the Ricoh USA, Inc. Terms and Conditions for As a Service Subscriptions, as Ricoh updates those from time to time.
  - (b) **Data Management Services** means any services or obligation to remove, delete, preserve, maintain, or otherwise safeguard any information, images, or content, whether through a digital storage device, hard

drive, or other electronic medium.

- (c) **Early Termination Fee** means an amount equal to the applicable fees multiplied by the number of months that would have remained in the then-current term (or immediately following renewal term) of the Services if the Services had not been terminated early.
- (d) **Included Use** means the usage limitations applicable to the Ricoh Process AP Service, which are based on Customer's Ricoh Process AP Service plan and are further described in the Order Form.
- (e) **Normal Business Hours** means between the hours of 8:00am-5:00pm local time, Monday through Friday, but excluding New Year's Day, Memorial Day, the Fourth of July, Labor Day, Thanksgiving, the day after Thanksgiving, Christmas Day, and other Ricoh holidays.
- (f) **Process AP Terms** means these Additional Terms for Ricoh Process AP Service, as Ricoh updates these from time to time.
- (g) **Professional Services** means services provided by Ricoh that are related to Customer's commissioning and use of the Ricoh Process AP Service as specified Exhibit 1, 2, and 3 attached hereto, or as specified in a separate written Statement of Work ("SOW")
- (h) **RICOH Kintone plus Service** is a Ricoh Cloud Service that is designed to provide no code and low code workflow benefits. The applicable RICOH Kintone plus Services are described in the Ricoh Process AP Service Package.
- (i) **RICOH Kintone plus Service Terms** means the terms for the RICOH Kintone plus Service, which are available at: (a) Ricoh Kintone plus Terms of use available at <https://www.rkp.na.smart-integration.ricoh.com/us/terms-of-use> (or a successor location designated from time to time), as those terms are updated from time to time; and (b) the privacy policy of Cybozu, available at <https://www.kintone.com/en-us/privacy-policy>
- (j) **RICOH Process AP Service** means subscription service that provides automation around the reconciliation for invoices requiring up to a 3-way match, approval to pay, and synchronization with specific accounting applications and (the other Ricoh services described in these Process AP Terms, in each case, subject to the As a Service Terms and these Process AP Terms.
- (k) **RICOH Process AP Service Package** means the applicable package or configuration for the Ricoh Process AP Service, as further described in the Order Form.
- (l) **RSI Cloud Service** means Ricoh Smart Integration, which is a Ricoh Cloud Service that is designed to provide advanced document routing and distribution. The applicable RSI Cloud Services are described in the Ricoh Process AP Service Package.
- (m) **RSI Cloud Service Terms** means the Cloud Services Terms for the RSI Cloud Service, which are available at <https://contract.na.smart-integration.ricoh.com/html/termsOfServices.html> (or a successor location designated from time to time), as those Cloud Services Terms are updated from time to time.