

**Ricoh USA, Inc.**  
**Business Associate Agreement Terms for As a Service Subscriptions**

**1. Purpose**

- 1.1 These Business Associate Terms describe Ricoh's and Customer's obligations under HIPAA with respect to situations in which Ricoh performs in a Business Associate Role under an Order Form.
- 1.2 For clarity, these Business Associate Terms:
  - (a) Only apply to an Order Form if and to the extent that Ricoh performs in a Business Associate Role under that Order Form. Ricoh will not be deemed to be performing in a Business Associate Role merely because these Business Associate Terms are referenced as potential Additional Terms for an Order Form.
  - (b) Do not apply to any other agreements, products, services, websites, or other content offered by third parties or that are offered by Ricoh pursuant to their own HIPAA terms.

**2. Ricoh's Obligations and Activities**

When performing in a Business Associate Role, Ricoh will:

- 2.1 Not Use or Disclose Customer PHI other than as permitted or required by these Business Associate Terms or as Required by Law.
- 2.2 Use commercially reasonable and appropriate safeguards, as Ricoh determines, to prevent Use or Disclosure of Customer PHI other than as permitted or required by these Business Associate Terms or as Required by Law.
- 2.3 Subject to Section 5 of these Business Associate Terms, report to Customer any Use or Disclosure of Customer PHI of which Ricoh becomes aware that is not provided for by these Business Associate Terms or Required by Law.
- 2.4 In the event of a Breach of Unsecured Customer PHI by Ricoh, promptly notify Customer as required by 45 CFR 164.410.
- 2.5 If applicable, in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any of Ricoh's Subcontractors that create, receive, maintain, or transmit Customer PHI on Ricoh's behalf agree to restrictions, conditions, and requirements with respect to such Customer PHI that are no less protective than those that apply to Ricoh under these Business Associate Terms with respect to such Customer PHI.
- 2.6 As Customer directs Ricoh in writing, make available to Customer or an Individual Customer PHI in a Designated Record Set to the extent necessary to satisfy Customer's obligations under 45 CFR 164.524. However, Ricoh may impose on Customer and invoice Customer for (and Customer must pay to Ricoh) a reasonable fee for the provision of copies of Customer PHI in a Designated Record Set.
- 2.7 As Customer directs Ricoh in writing, make amendment(s) to Customer PHI in a Designated Record Set as required pursuant to 45 CFR 164.526 in the time and manner Required by Law. However, Ricoh may impose on Customer and invoice Customer for (and Customer must pay to Ricoh) a reasonable fee for making such amendments to Customer PHI in a Designated Record Set.
- 2.8 Promptly forward to Customer a request that Ricoh receives directly from an Individual to make amendment(s) to Customer PHI in a Designated Record Set pursuant to 45 CFR 164.526.
- 2.9 Make Ricoh's internal practices, books, and records solely relating to the Use and Disclosure of Customer PHI available to the Secretary, for the limited purposes of the Secretary determining Ricoh's or Customer's (or in the case where Customer is a Business Associate, the Customer's Covered Entity customer's) compliance with HIPAA, but subject to attorney-client and any other applicable legal privileges.
- 2.10 Subject to Section 5 of these Business Associate Terms, document such Disclosures of Customer PHI and information related to such Disclosures as would be required for Customer (or in the case where Customer is a Business Associate, the Customer's Covered Entity customer) to respond to a request by an Individual for an accounting of Disclosures of Customer PHI in accordance with 45 CFR 164.528.
- 2.11 Subject to Section 5 of these Business Associate Terms, as Customer directs Ricoh in writing and in the time and manner Required by Law, provide to Customer an accounting of Disclosures of an Individual's Customer PHI as contemplated by Section 2.10 of these Business Associate Terms, to permit Customer (or in the case where Customer is a Business Associate, the Customer's Covered Entity customer) to respond to a request by an Individual for an accounting of Disclosures of Customer PHI 45 CFR 164.528. However, Ricoh may impose on Customer and invoice Customer for (and Customer must pay to Ricoh) a reasonable fee for providing an accounting of Disclosures as contemplated by this Section.

- 2.12 Promptly forward to Customer a request that Ricoh receives directly from an Individual to provide an accounting of Disclosures of Customer PHI in accordance with 45 CFR 164.528.
- 2.13 If applicable, comply with Subpart C of 45 CFR Part 164 to maintain the security of the Electronic Customer PHI and to prevent unauthorized Uses or Disclosures of such Electronic Customer PHI.
- 2.14 Subject to Section 5 of these Business Associate Terms, report to Customer any Security Incident resulting in the unauthorized Use or Disclosure of Electronic Customer PHI of which Ricoh becomes aware.
- 2.15 Promptly forward to Customer a request that Ricoh receives directly from an Individual to access Customer PHI pursuant to 45 CFR 164.524.
- 2.16 To the extent not already covered above and to the extent applicable, if Ricoh has agreed in an Order Form to carry out one or more of Customer's other obligation(s) under 45 CFR Part 164, then Ricoh shall comply with the requirements of 45 CFR Part 164 that apply to Customer in the performance of such obligation(s).

**3. Ricoh's Permitted Uses and Disclosures**

- 3.1 Ricoh may Use and Disclose Customer PHI:
  - (a) to perform Ricoh's obligations and provide Services and Products under the applicable Order Form;
  - (b) as Required by Law; and
  - (c) to exercise Ricoh's rights under the Agreement and as permitted by HIPAA or other applicable law, as long as such Use or Disclosure would not violate HIPAA if done by Customer (or in the case where Customer is a Business Associate, the Customer's Covered Entity customer) unless otherwise permitted under HIPAA for a Business Associate (including for the specific Uses and Disclosures below).
- 3.2 Ricoh may Use Customer PHI for the proper management and administration of Ricoh and to carry out Ricoh's legal responsibilities.
- 3.3 Ricoh may Disclose Customer PHI for the proper management and administration of Ricoh and to carry out Ricoh's legal responsibilities, provided that the Disclosures are Required by Law, or Ricoh obtains reasonable assurances from the person to whom the Customer PHI is Disclosed that the Customer PHI will remain confidential and Used or further Disclosed only as Required by Law or for the purposes for which it was Disclosed to the person, and the person notifies Ricoh of any instances of which it is aware in which the confidentiality of the Customer PHI has been breached.
- 3.4 Ricoh may Use and Disclose Customer PHI to provide Data Aggregation services.
- 3.5 Ricoh may Use and Disclose Customer PHI to report known or suspected violations of law to appropriate governmental authorities, consistent with applicable laws.
- 3.6 Ricoh may de-identify Customer PHI as permitted by 45 CFR 164.514, and may use and disclose de-identified information, provided that any such use or disclosure is consistent with applicable law.

**4. Customer's Obligations**

- 4.1 Customer shall provide to Ricoh sufficient advance written notice of any of the following, to the extent that they affect Ricoh's Use or Disclosure of Customer PHI:
  - (a) limitation(s) in Customer's (or in the case where Customer is a Business Associate, the Customer's Covered Entity customer's) notice of privacy practices under 45 CFR 164.520 (including when that notice is updated);
  - (b) changes in, or revocation of, the permission by an Individual to Use or Disclose his or her or their Customer PHI; or
  - (c) restriction on the Use or Disclosure of Customer PHI that Customer (or in the case where Customer is a Business Associate, the Customer's Covered Entity customer) has agreed to or is required to abide by under 45 CFR 164.522.
- 4.2 Customer shall:
  - (a) Provide to, and request from, Ricoh only the Minimum Necessary Customer PHI for Ricoh to perform or fulfil a specific function required or permitted under the Agreement.
  - (b) Obtain and maintain, at all times, sufficient consents, rights, and authority to Use and Disclose to Ricoh Customer PHI for Ricoh to perform Ricoh's obligations and exercise Ricoh's rights under the Agreement.
  - (c) If Customer transmits Customer PHI by electronic transfer or in physical media, transmit all such Customer PHI to Ricoh in an encrypted format that is acceptable to Ricoh (in Ricoh's sole discretion).
  - (d) Use the Services and Products only in compliance with HIPAA and these Business Associate Terms.

- (e) If Customer knows of any fact or circumstance that indicates that the Use or Disclosure of Customer PHI under these Business Associate Terms may not fully protect the rights of Individuals, notify Ricoh in writing and cooperate with Ricoh to determine whether (and on what terms) the applicable Order Form should be revised.
- (f) Implement appropriate safeguards to protect Customer PHI in compliance with HIPAA and these Business Associate Terms.

4.3 Customer shall not:

- (a) Request Ricoh to Use or Disclose Customer PHI in any manner that would not be permissible under HIPAA if done by Customer (or in the case where Customer is a Business Associate, the Customer's Covered Entity customer) or under these Business Associate Terms.
- (b) Agree to any restrictions or place any restrictions in any Notice of Privacy Practices that would cause Ricoh to violate HIPAA or these Business Associate Terms.

**5. Customer Acknowledgments**

Despite anything in these Business Associate Terms to the contrary, Customer understands and agrees that:

5.1 Because Ricoh may not know the nature of the Customer PHI that Customer elects to use or provide at a given time for certain Products and Services:

- (a) It may not be reasonably possible for Ricoh to provide to Customer information about the identities of Individuals who may have been affected by, or a description of the type of information that may have been subject to, a Security Incident, Breach, or unauthorized Use or Disclosure.
- (b) Customer is solely responsible for identifying which Individuals (if any) have been included in Customer PHI and for providing a brief description of the Customer PHI disclosed in connection with any request for an accounting of Disclosures as contemplated by HIPAA or these Business Associate Terms.

5.2 Ricoh is hereby giving to Customer notice of, and Ricoh has no obligation to report in the future, any (1) unsuccessful attempts at unauthorized Use or Disclosure of Customer PHI, or (2) Security Incident that does not result in the unauthorized Use or Disclosure of Electronic Customer PHI; for example, Ricoh has no obligation to report to Customer pings or other broadcast attacks on a firewall, denial of service attacks, port scans, unsuccessful login attempts, or interception of encrypted information where the applicable encryption key is not compromised, or similar, or any combination of those.

**6. Mitigation**

Ricoh and Customer each agree to mitigate, to the extent practicable and Required by Law, any harmful effect that is known to it arising out of a Use or Disclosure of Customer PHI in violation of these Business Associate Terms.

**7. Term**

These Business Associate Terms shall be effective for an applicable Order Form as of the date that Ricoh begins performing a Business Associate Role under that Order Form and, unless earlier terminated, continue until the expiration or termination of that Order Form.

**8. Termination**

8.1 Upon expiration or termination of these Business Associate Terms, Ricoh will:

- (a) Retain only that Customer PHI which is necessary for Ricoh to continue Ricoh's proper management and administration or to carry out Ricoh's legal responsibilities.
- (b) Except as otherwise permitted under part (a) or otherwise under law as part of lawful archives or backups, to the extent reasonably feasible, return to Customer or (at Ricoh's option) destroy using commercially reasonable destruction methods the remaining Customer PHI that Ricoh still maintains within a reasonable time.
- (c) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic Customer PHI to prevent Use or Disclosure of the Customer PHI, other than as provided for in this Section, for as long as Ricoh retains Customer PHI.
- (d) Not Use or Disclose the Customer PHI retained by Ricoh other than for the purposes for which such Customer PHI was retained and subject to the same conditions set out in these Business Associate Terms which applied prior to termination.

- (e) Return to Customer or (at Ricoh's option) destroy using commercially reasonable destruction methods the Customer PHI retained by Ricoh when Ricoh no longer needs that information for Ricoh's proper management and administration or to carry out its legal responsibilities.

8.2 For clarity, Ricoh's rights and obligations under this Section shall survive the termination of these Business Associate Terms.

## 9. Practices Violating HIPAA

Despite anything in the Agreement to the contrary, if Ricoh knows of or suspects activities or practices of Customer (or in the case where Customer is a Business Associate, of the Customer's Covered Entity customer) that constitute a material breach or violation of HIPAA or these Business Associate Terms, then Ricoh may (1) terminate the applicable Order Form (in whole or in part) for Customer's material breach, and (2) report the problem to the Secretary and other applicable legal authorities.

## 10. General

10.1 **No Obligation to Modify Offerings.** Despite anything in the Agreement to the contrary, if Customer requests that Ricoh take (or refrain from taking) any action in connection with these Business Associate Terms that would (1) require any change to any Service or Product, or (2) otherwise cause Ricoh to incur additional costs (internal or external), then Ricoh may elect to (a) terminate the applicable Order Form (in whole or in part), or (b) invoice Customer for (and Customer shall pay to Ricoh) a reasonable fee related to Ricoh taking (or refraining to take) the action(s).

10.2 **Updates.** Ricoh may update these Business Associate Terms to reflect legal or operational changes by giving to Customer reasonable notice of the updates (including by posting the updated terms at <https://www.ricoh-usa.com/en/about-us/ricoh-master-subscription-terms-and-conditions> or successor locations that Ricoh designates from time to time). Customer is responsible for reviewing and becoming familiar with the updates; however, any changes to provide a new dispute resolution process will not apply to any disputes for which the parties have actual notice before the date that the update is made available (unless required by law). By continuing to use Services or Products on and after the date of the update, Customer agrees to the updates. In addition, Ricoh may from time to time require Customer to acknowledge (in writing or other reasonable means) Customer's agreement to the updates. If Customer does not agree to the updates, then Customer will discontinue all use of the Services and Products. Except as otherwise stated in these Business Associate Terms, no other amendments or modifications to these Business Associate Terms will be binding unless made in a writing signed by Customer and Ricoh.

10.3 **Claims. For clarity, the indemnification, limitation of liability, governing law, waiver of jury trial, and dispute provisions in the Agreement apply to claims arising under, and the interpretation of, these Business Associate Terms.**

10.4 **No Third-Party Beneficiaries.** Customer and Ricoh are the beneficiaries of these Business Associate Terms, and no other person or entity is a third-party beneficiary of these Business Associate Terms or has or will have any other right to enforce these Business Associate Terms.

10.5 **Regulatory References.** A reference in these Business Associate Terms to a section in HIPAA means the section as in effect or as amended.

## 11. Definitions and Interpretation

11.1 In these Business Associate Terms, the capitalized terms listed below have the meanings given to them below. If a capitalized term used in these Business Associate Terms is not defined below, then that capitalized term has the meaning given to it in the Agreement.

**Agreement** means the Ricoh USA, Inc. Terms and Conditions for As a Service Subscriptions, the applicable Additional Terms (including these Business Associate Terms), and the applicable Order Form, pursuant to which Customer obtains Services and/or Products from Ricoh.

**Breach** has the meaning given to it in HIPAA.

**Business Associate** has the meaning given to it in HIPAA.

**Business Associate Role** means Ricoh providing for (or on behalf of) Customer under an Order Form any Product, Service, or other function or activity in a manner that directly qualifies Ricoh under HIPAA as Customer's Business Associate, either (1) in a situation where Customer is a Covered Entity, as Customer's direct Business Associate, or (2) in a situation where Customer is a Business Associate, by qualifying as Customer's Business Associate due to Ricoh creating, receiving, maintaining, or transmitting Protected Health Information on Customer's behalf as Customer's Subcontractor as contemplated by 45 CFR 164.103.

**Business Associate Terms** means these Ricoh USA, Inc. Business Associate Agreement Terms for As a Service Subscriptions, as Ricoh updates from time to time.

**Covered Entity** has the meaning given to it in HIPAA.

**Customer** means the entity identified as the **Customer** (or similar) on the Order Form.

**Customer Electronic PHI** means Customer PHI that comes within paragraphs (1)(i) or (1)(ii) of the definition of "protected health information" in HIPAA.

**Customer PHI** means any Protected Health Information that Customer provides to Ricoh, or that Ricoh creates on Customer's behalf, under an Agreement as part of Ricoh performing in a Business Associate Role.

**Data Aggregation** has the meaning given to it in HIPAA.

**Designated Record Set** has the meaning given to it in HIPAA.

**Disclosure** has the meaning given to it in HIPAA. **Disclose** has a corresponding meaning.

**Electronic Protected Health Information** has the meaning given to it in HIPAA.

**HIPAA** means, collectively, the Health Insurance Portability and Accountability Act of 1996, as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act of 2009, and their implementing regulations.

**Individual** has the meaning given to it in HIPAA.

**Minimum Necessary** has the meaning given to it in HIPAA.

**Notice of Privacy Practices** has the meaning given to it in HIPAA.

**Protected Health Information** has the meaning given to it in HIPAA.

**Required by Law** has the meaning given to it in HIPAA.

**Ricoh** means Ricoh USA, Inc.

**Secretary** means the Secretary of the U.S. Department of Health and Human Services.

**Security Incident** has the meaning given to it in HIPAA.

**Subcontractor** has the meaning given to it in HIPAA.

**Unsecured Customer PHI** means Customer PHI that comes within the definition of Unsecured Protected Health Information.

**Unsecured Protected Health Information** has the meaning given to it in HIPAA.

**Use** has the meaning given to it in HIPAA.

- 11.2 Any ambiguity in these Business Associate Terms shall be interpreted to permit Ricoh's and Customer's compliance with HIPAA.
- 11.3 If there is any conflict, inconsistency, or ambiguity between these Business Associate Terms and the Agreement, then these Business Associate Terms will take precedence and govern the rights and obligations of the parties solely with respect to any conflict, inconsistency, or ambiguity concerning HIPAA.
- 11.4 In these Business Associate Terms:
  - (a) References to **Sections**, paragraphs, clauses, and similar are to those in these Business Associate Terms.
  - (b) Headings are for convenience only and will not affect interpretation.
  - (c) References to a **party** and the **parties** refer to Customer and Ricoh.
  - (d) References to **including**, **includes**, and similar terms will be treated as being examples and will not limit the general applicability of the related statement(s) unless otherwise stated.