

Schedule 1 to Ricoh USA, Inc. Terms and Conditions for As a Service Subscriptions

Additional Terms for Print-in-One Service

If the Order Form includes Print-in-One Service, then these Print-in-One Terms (as Ricoh updates these from time to time) apply.

1. Print-in-One Service

- 1.1 If Customer complies with Customer's obligations under the As a Service Terms and these Print-in-One Terms, then Ricoh will provide to Customer the Print-in-One Service (subject to the As a Service Terms and these Print-in-One Terms) on a time-limited, non-exclusive, and non-transferable subscription basis.
- 1.2 Customer understands that Ricoh provides the Print-in-One Service based on the applicable Print-in-One Service Package. Additional details related to the Print-in-One Service Package are included in the Order Form.
- 1.3 The applicable Print-in-One Service Package 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 Print-in-One Terms.

2. Fees, Rates, and Other Charges for Print-in-One Service

- 2.1 Customer will pay to Ricoh the Print Fees and all other fees, rates, and other charges described in these Print-in-One Terms and the As a Service Terms.
- 2.2 The applicable Print Fees will be identified initially in the Order Form and may be updated from time to time as described in these Print-in-One Terms.
- 2.3 Annually, Ricoh may increase the Print Fees by up to 3%.
- 2.4 Ricoh will invoice Customer for the Print Fees and all other fees, rates, and other charges electronically. Customer agrees to accept all invoices via electronic means (for example, email).
- 2.5 The invoicing frequency will be specified in the Order Form.
- 2.6 Ricoh will use good faith efforts to deliver to Customer (a) the first invoice for Print Fees during the first month of the Print-in-One Service, and (b) the remaining invoices for Print Fees in advance of the associated invoicing period.

3. Initial Term, Renewal, and Early Termination

- 3.1 The initial term of the Order Form will begin on the Effective Date and will continue for the initial term described in the Order Form (which will not be less than 24 months).
- 3.2 Unless Customer or Ricoh notifies the other in writing at least 30 days before the expiration of the then-current term of the Order Form, the term of the Order Form will automatically renew on a year-to-year basis.
- 3.3 Customer or Ricoh may terminate the Order Form before it expires:
 - (a) for convenience by providing to the other at least 30 days' advance written notice of termination; or
 - (b) as otherwise described in the As a Service Terms or these Print-in-One Terms.

4. End of Term

At the expiration or termination of the Term, Customer will:

- (a) stop using the Included Equipment and allow Ricoh to retrieve the Included Equipment (otherwise Customer will be billed for and will pay to Ricoh the value of all unreturned Included Equipment, as determined by Ricoh acting reasonably);
- (b) stop using the Included Supplies and promptly return to Ricoh all unused Included Supplies (otherwise Customer will be billed for and will pay to Ricoh the value of all unreturned Included Supplies, as determined by Ricoh acting reasonably); and
- (c) stop using any Software or Cloud Services made available to Customer in connection with the Print-in-One Service; and
- (d) pay to Ricoh any applicable Equipment Loss Fee.

If Customer does not comply with these obligations, then (without limiting Ricoh's other remedies) Customer must pay to Ricoh additional Print Fees until Customer complies with these obligations.

5. Early Termination Fee

- 5.1 If Customer terminates the Order Form for convenience before the end of the then-current term or if Ricoh

terminates the Order Form 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 no later than the termination date of the Order Form.

5.2 Customer agrees that the Early Termination Fee is (a) reasonable, and (b) not a penalty.

6. Included Equipment as a Service

6.1 Ricoh is making available to Customer the Included Equipment as a service. Customer is not purchasing or leasing the Included Equipment.

6.2 The Included Equipment may be new, reconditioned, or used, and may be replaced by Ricoh from time to time (with the same or comparable models capable of providing the applicable Included Use) during the term of the Order Form by providing to Customer reasonable advance notice.

6.3 When Included Equipment is installed, Customer will inspect the Included Equipment to determine that it is in good working order. Upon Ricoh's request, Customer will sign and return to Ricoh a delivery and acceptance certificate (which, at Ricoh's request, may be done electronically) within 3 business days after the Included Equipment is installed.

6.4 Customer will use the Included Equipment only:

(a) for Customer's lawful internal business purposes, and not for personal, family, or household purposes; and

(b) in accordance with the As a Service Terms, these Print-in-One Terms, and the applicable manufacturer's specifications, user guides, and other documentation relating to proper use of, operation of, and suitable operating environment (including proper electric service) for the Included Equipment. Customer understands that using the Included Equipment in a manner that does not comply with the applicable manufacturer's specifications, user guides, or other documentation may lead to (among other issues) quality and device performance issues.

6.5 Customer will (a) not sell, transfer, sublet, sub-rent, assign, or otherwise encumber the Included Equipment, (b) not attach or affix any Included Equipment to any land or buildings, and (c) keep the Included Equipment free of all liens, claims, or other encumbrances.

6.6 Customer will not make any modifications, alterations, additions, or replacements to the Included Equipment (including any software installations). All modifications, alterations, additions, or replacements will become part of the Included Equipment and become Ricoh's property (at no cost to Ricoh).

6.7 Title to the Included Equipment will remain with Ricoh or its third-party funder. Ricoh may sell or assign any of its interests in the Included Equipment or grant a security interest in the Included Equipment to any of Ricoh's lenders without notice to Customer.

6.8 Ricoh may inspect the Included Equipment at any reasonable time.

7. Installation Site

7.1 Ricoh will deliver and install the Included Equipment at the Installation Site.

7.2 Customer represents and warrants that the Installation Site is a business address.

7.3 Customer will use the Included Equipment only at the Installation Site and Customer will not move the Included Equipment from or within the Installation Site.

8. Included Equipment Moves and Relocations

8.1 Customer may ask Ricoh to (a) move the Included Equipment within the Installation Site, or (b) relocate the Included Equipment to a new Installation Site.

8.2 After receiving Customer's move or relocation request, Ricoh will provide to Customer a quote for the move or relocation based on Ricoh's then-current time and materials rates.

8.3 Any moves or relocations of the Included Equipment must be mutually agreed and documented in a Project Plan and an amendment to the Order Form, describing the applicable fees for the move or relocation and (if applicable) the updated Installation Site address.

9. Equipment Loss

9.1 Customer is responsible for all Equipment Loss.

- 9.2 If any Equipment Loss occurs, then Customer must:
- (a) promptly notify Ricoh in writing;
 - (b) pay to Ricoh an Equipment Loss Fee; and
 - (c) continue paying to Ricoh the Print Fees and all other required payments.

10. Equipment Maintenance

- 10.1 Ricoh will perform Equipment Maintenance at the Installation Site or remotely after receiving Customer's request and (at Ricoh's option) on a proactive basis during Normal Business Hours.
- 10.2 Despite anything to the contrary, Equipment Maintenance does not include, and Ricoh has no obligation to perform or provide any of the following:
- (a) repairs or replacements required due to misuse (including using unauthorized media, improper voltage, or the use of consumable or other supplies or media that Ricoh does not provide and that do not conform to the manufacturer's specifications) of the Included Equipment or the failure to provide (or the failure of) adequate electrical power, air conditioning, or humidity control, or other failure to provide a suitable operating environment for the Included Equipment;
 - (b) repairs or replacements made necessary by service performed by persons other than Ricoh representatives;
 - (c) service outside of Normal Business Hours;
 - (d) repairs or replacements that are caused by or materially hindered by Customer's failure to perform Customer's obligations;
 - (e) repairs or replacements of any removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Included Equipment;
 - (f) repairs or replacements of, service calls for, or connectivity of attachments not included in the Included Equipment;
 - (g) any software, system support, or related connectivity;
 - (h) electrical or other work external to the Included Equipment (including problems resulting from overloaded or improper circuits);
 - (i) installing, de-installing, moving, or relocating the Included Equipment;
 - (j) maintenance or repairs of any Included Equipment that is moved or relocated by anyone other than Ricoh, until that Included Equipment passes Ricoh's inspection at the new location demonstrating that the Included Equipment was not damaged during the move and functions in accordance with the applicable manufacturer's specifications; Customer understands that a minimum 1 hour labor charge (or longer, depending on the circumstances) at Ricoh's then-prevailing time and materials rates will apply for inspection of the Included Equipment;
 - (k) repairs or replacements caused by Uncontrollable Events;
 - (l) reconditioning and similar major overhauls of Included Equipment; or
 - (m) engineering changes which provide additional capabilities to the Included Equipment.

11. Included Supplies

- 11.1 Ricoh will provide to Customer the Included Supplies based on the applicable Print-in-One Service Package, as further described in the Order Form.
- 11.2 Ricoh will monitor Customer's inventory of Included Supplies via the Equipment Management Software and will use good faith efforts to order refills of the Included Supplies for delivery to the Installation Site on a 'just in time' basis.
- 11.3 Customer agrees that:
- (a) the Included Supplies are only for use with the Included Equipment (in other words, the Included Supplies may not be shared across different Ricoh or non-Ricoh equipment or service programs);
 - (b) Customer may not resell any Included Supplies;
 - (c) Customer must only use the Ricoh-supplied toner in the Included Supplies for the Included Equipment (in other words, Customer may not use other toner with the Included Equipment). If Ricoh reasonably determines (for example, via the Equipment Management Software) that Customer has used with the Included Equipment

toner other than Ricoh-supplied toner in the Included Supplies, then Ricoh may immediately suspend or terminate the Order Form for Customer's material breach; and

- (d) any equipment at the Installation Site that is not serviced by Ricoh, and which uses identical or similar supplies to the Included Equipment, must be covered under a separate inclusive non-Ricoh service program.

11.4 If Customer uses supplies (including paper) other than those recommended by the manufacturer and the supplies are defective, incompatible with the Included Equipment, do not conform to the manufacturer's specifications, or cause abnormally frequent issues with the Included Equipment, then Ricoh may:

- (a) assess a reasonable surcharge to compensate Ricoh for the increased time and effort of resolving those issues; or
- (b) immediately suspend or terminate the Order Form for Customer's material breach.

12. Exceeding Included Use

12.1 If Ricoh determines that the Average Prints Used exceeds an applicable Included Use by 15% or more, then Ricoh may:

- (a) use good faith efforts to contact Customer to discuss (1) increasing the Included Use (and altering the pricing for the Print-in-One Service Package) to better align the Included Use with the Average Prints Used, or (2) moving Customer to a different Print-in-One Service Package. Any changes must be mutually agreed and documented in a new Order Form or an amendment to the existing Order Form; or
- (b) immediately suspend or terminate the Order Form for Customer's material breach of the Included Use by giving to Customer at least 30 days' advance written notice of termination.

12.2 For clarity:

- (a) All Included Use is per specific printer / per specific multifunction printer unit of Included Equipment (but does apply to Prints used in a replacement unit) and per month.
- (b) Included Use will not be pooled / shared across different units of Included Equipment or across months (but does apply to Prints used in a replacement unit).
- (c) For Print-in-One Service Packages that include both color Prints and black and white Prints, maximum total Prints combined refers to the total number of black and white Prints and color Prints combined; however, the maximum total color Prints limit still applies.

13. Customer's Cooperation

Without limiting Customer's cooperation obligations under the As a Service Terms, Customer will:

- (a) provide to Ricoh adequate facilities to perform the Print-in-One Service;
- (b) provide to Ricoh '360 degree' service access to the Included Equipment;
- (c) designate key operators for the Included Equipment and will make the key operators available to Ricoh for instruction in use and care of the Included Equipment; and
- (d) 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.

14. Equipment Management Software

14.1 Certain hardware in the Included Equipment will include Equipment Management Software.

14.2 If Customer disables or changes the configurations of the Equipment Management Software or fails to provide necessary connectivity for the Equipment Management Software to function (and relay data to and receive data from) Ricoh, then Ricoh will be excused from performing the Print-in-One Service until the Equipment Management Software and connectivity is restored. Customer understands that additional fees on a time and materials basis at

Ricoh's then-current rates (with a minimum 1 hour labor charge) may apply if Ricoh must reconnect or reconfigure the Equipment Management Software due to Customer's actions or inactions.

- 14.3 For clarity, the Maintenance Data is sent via the Internet to remote servers, some of which may be located outside the USA. However, the Equipment Management Software cannot and does not collect Customer document content. Ricoh uses reasonably available technology to maintain the security of the Maintenance Data. Ricoh retains full rights to the Maintenance Data and may use the Maintenance Data to perform Ricoh's obligations and for Ricoh's other business purposes (including product development and marketing research). Ricoh may dispose of Maintenance Data at any time and without notice.
- 14.4 Equipment Management Software is the confidential and proprietary information of Ricoh and/or its licensors protected by copyright, trade secret, and other laws and treaties. Ricoh and/or its licensors retain full right, title, and ownership of, and all intellectual property rights in and to, the Equipment Management Software.

15. RSI Cloud Service

- 15.1 During the Term, Customer may access and use the RSI Cloud Service over the Internet for Customer's own internal business purposes only and in accordance with the RSI Cloud Service Terms. Customer must agree to the RSI Cloud Service Terms before accessing or using the RSI Cloud Service and must comply with the RSI Cloud Service Terms during the Term.
- 15.2 Customer may only use the RSI Cloud Service with the Authorized RSI Devices.
- 15.3 Ricoh will provide to Customer (on a remote or on-site basis, as Ricoh determines in its sole discretion) the following installation assistance for the RSI Cloud Service:
- (a) Verify connectivity to the Internet for each Authorized RSI Device;
 - (b) Enable 'Scan to Email' and 'Print Cloud' (mobile print) as standard functions on each Authorized RSI Device;
 - (c) Configure up to 2 RSI Cloud Service connectors for each Authorized RSI Device;
 - (d) Install the 'RSI' icon on the 'Ricoh Smart Operation Panel Home Screen' on each Authorized RSI Device;
 - (e) Register each Authorized RSI Device in Customer's tenant account in the RSI Cloud Service;
 - (f) Register 1 Customer admin and 1 Customer user account in Customer's tenant account in the RSI Cloud Service for each Authorized RSI Device;
 - (g) Verify that each Authorized RSI Device displays the configured connectors when selecting the 'RSI' icon;
 - (h) Confirm that the configured connectors are working as designed and documents are routed to the correct destination;
 - (i) Confirm operation of 'Scan to Email' with optical character recognition;
 - (j) Confirm operation of 'Print Cloud' (mobile print) feature via email submission and secure document release; and
 - (k) Perform one training session (of up to 1 hour) per Authorized RSI Device for Customer's lead RSI Cloud Service operator and administrator to demonstrate how to:
 - (1) Complete Customer's enrollment into the RSI Cloud Service program;
 - (2) Use the configured connectors; and
 - (3) Access the user guides and other relevant documentation for the RSI Cloud Service (available at <https://help-us.na.smart-integration.ricoh.com> or a successor site).

16. General

- 16.1 Data Management Services. Despite anything to the contrary, Customer agrees that Ricoh has no obligation to perform any Data Management Services other than as described in Section 16.2 (Stored Data). This, however, does not limit Ricoh's confidentiality and privacy obligations described in the As a Service Terms.
- 16.2 Stored Data. After Ricoh removes a unit of Included Equipment containing an Included Hard Drive (or other storage in the Included Equipment that may contain Personal Data), Ricoh will (and Customer authorizes and instructs Ricoh to) use commercially reasonable data destruction methods to destroy the data (if any) remaining on the Included Hard Drive (or otherwise stored in the Included Equipment). However, Customer may instead request to purchase the Included Hard Drive at Ricoh's then-current rates. Any Included Hard Drive purchase (a) must be agreed by

Customer and Ricoh and documented in a Project Plan and an amendment to the Order Form, and (b) **is on an 'as-is' basis with no representations or warranties by of any kind related to the hard drive.**

- 16.3 **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.

17. Definitions

- 17.1 Capitalized terms used—but not defined in—these Print-in-One Terms have the meaning given to them in the As a Service Terms.

- 17.2 In these Print-in-One Terms and the Order Form, the capitalized terms listed below have the meanings given to them below.

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.

Authorized RSI Devices means the Included Equipment that comes enabled with connectivity to the RSI Cloud Service.

Average Prints Used means Customer's average monthly Prints used over the most-recent 6 months for a specific printer / specific multifunction printer unit of the Included Equipment (and includes Prints used in a replacement unit). For clarity, Average Prints Used will not be pooled / shared across different units of Included Equipment (but will include Prints used in a replacement unit).

Data Management Services means any services or obligation to remove, delete, preserve, maintain, or otherwise safeguard any information, images, or content retained by or resident in any Included Equipment, whether through a digital storage device, hard drive, or other electronic medium.

Early Termination Fee means an amount equal to the applicable Print Fees multiplied by the number of months that would have remained in the then-current term (or immediately following renewal term) of the Order Form if the Order Form had not been terminated early.

Equipment Loss means any theft of, destruction of, or damage to the Included Equipment (that exceeds ordinary wear and tear) from any cause (whether or not insured) from the time that the Included Equipment is delivered to the Installation Site until the Included Equipment is returned to Ricoh.

Equipment Loss Fee means (at Ricoh's option, acting reasonably) an amount equal to:

- (a) all costs and fees to repair the Included Equipment so that it is in good condition and working order, eligible for any manufacturer's certification;
- (b) all costs and fees to replace the Included Equipment with equipment of like age and capability from Ricoh; or
- (c) the value of the Included Equipment (as Ricoh determines).

Equipment Maintenance means, repairing and replacing parts (excluding any consumable supplies) of the Included Equipment (remotely or on-site) that becomes unserviceable due to normal usage.

Equipment Management Software means software embedded or installed in the Included Equipment that allows Ricoh to remotely monitor and manage the Included Equipment, including allowing Ricoh to receive service alert notices, remotely collect automatic meter reads, perform firmware updates, receive real-time Included Equipment status (like paper and toner configurations), and receive early warnings such as "Low Toner".

Included Equipment means the Hardware (including any replacement units or parts) that Ricoh makes available to Customer under an Order Form for use at the Installation Site as part of the Print-in-One Service.

Included Hard Drive means the removable hard drive (if any) contained in a unit of Included Equipment.

Included Supplies means the consumable supplies that Ricoh provides to Customer for use with the Included Equipment, which are based on the applicable Print-in-One Service Package and are further described in the Order Form.

Included Use means the Print, toner, page, page type, print job type, or other usage limitations applicable to the Print-in-One Service, which are based on Customer's Print-in-One Service Package and are further described in the

Order Form.

Installation Site means the installation site for the Included Equipment which (a) will initially be Customer's delivery address specified in the Order Form, and (b) may be updated by mutual agreement of Customer and Ricoh as further described in Section 8 (Included Equipment Moves and Relocations).

Maintenance Data means meter count, toner usage, and other maintenance and performance data collected by the Equipment Management Software.

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.

Print means a single-sided image (copy or print) made with paper no longer than 15.4 inches (and no wider than the paper width capacity for the Included Hardware). For clarity, single-sided images (copies or prints) made using paper (a) longer than 15.4 inches long will count as multiple Prints, and (b) shorter than 15.4 inches long will count as 1 Print. As examples:

- a single-sided image made with paper that is 8.5-inches wide by 11-inches long will count as 1 Print.
- a double-sided image made with paper that is 8.5-inches wide by 11-inches long will count as 2 Prints.
- a single-sided image made with paper that is 8.5-inches wide by 14-inches long will count as 1 Print.
- a double-sided image made with paper that is 8.5-inches wide by 14-inches long will count as 2 Prints.
- a single-sided image made with paper that is 11-inches wide by 17-inches long will count as 2 Prints.
- a double-sided image made with paper that is 11-inches wide by 17-inches long will count as 4 Prints.

Print Fees means the base fees that Customer must pay to Ricoh for the Print-in-One Service. For clarity, the Print Fees do not include (a) moving or relocating the Included Equipment, (b) purchase of any Included Hard Drive, (c) maintenance other than Equipment Maintenance, or (d) reconnecting the Equipment Management Software.

Print-in-One Service means (a) installing, de-installing, and making available at the Installation Site for Customer's use the Included Equipment, (b) Equipment Maintenance, (c) providing the Included Supplies, and (d) the other Ricoh services described in these Print-in-One Terms, in each case, subject to the As a Service Terms and these Print-in-One Terms.

Print-in-One Terms means these Additional Terms for Print-in-One Service, as Ricoh updates these from time to time.

Print-in-One Service Package means the applicable Included Equipment, Included Supplies, and Included Use for the Print-in-One Service, as further described in the Order Form. For clarity, the Customer's initial Print-in-One Service Package will be identified in the Order Form.

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 Print-in-One Service Package.

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.