



## RICOH LEGAL TERMS AND CONDITONS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. THESE TERMS AND CONDITIONS MAY HAVE CHANGED SINCE YOUR LAST VISIT TO THIS URL. BY ACCEPTING THE ELECTRONIC ORDER, YOU ARE DEEMED TO HAVE ENTERED INTO AN AGREEMENT WITH RICOH USA, INC. ("RICOH") AND HAVE AGREED TO BE BOUND BY THE TERMS SET OUT BELOW. Ricoh reserves the right to change the nature of this relationship at any time, and to revise these terms and conditions from time to time as Ricoh sees fit. Customer shall check these terms and conditions periodically. By accepting Ricoh's Services after we post changes to these terms and conditions, you agree to accept those changes, whether or not you actually reviewed them. If this electronic order is made pursuant to a Master Agreement ("MA"), the terms and conditions set forth in such MA are incorporated herein by reference and made a part of this Agreement, and shall control in the event of any conflict.

**1. Services.** Ricoh and/or its subsidiary companies will provide Customer and/or its subsidiary and affiliated companies with legal document reproduction, litigation support services, imaging, conversion services or other related services more particularly described in an ordering document (the "Services"). In order to obtain Services from Ricoh hereunder, Customer shall submit to Ricoh an ordering document in the form of a job jacket, purchase order, intake form, statement of work or other written instrument acceptable to Ricoh that specifies the Services requested. In order to expedite the ordering and delivery process, and for the convenience of the Customer, this Agreement establishes the terms and conditions between the parties governing all Services. Any documents issued by Customer to procure document services at any time for any reason, even if they do not expressly reference or incorporate this Agreement, will not modify or affect this Agreement, nor have any other legal effect notwithstanding the inclusion of any additional or different terms or conditions in any such ordering document and shall serve only the purpose of identifying the document services ordered and shall be subject to the terms and conditions of this Agreement.

**2. Service Warranties.** Ricoh warrants that the Services performed hereunder will be performed in a good and workmanlike manner, and Customer's exclusive remedy shall be for Ricoh to re-perform any Services not in compliance with this warranty and brought to Ricoh's attention in writing within a reasonable time, but in no event more than thirty (30) days after such Services are performed.

**3. Fees and Charges.** Payment terms are net thirty (30) days. All rates and other charges provided for in this Agreement are exclusive of all federal, state, municipal or other governmental excise, sales, use or similar taxes, which taxes (other than taxes relating to Ricoh's income) will be billed to Customer if required to be collected and remitted by Ricoh. Except as expressly set forth in writing, annually, on the anniversary date of this Agreement, Ricoh will increase fees and any rate expressly stated in any ordering document by an amount not to exceed the Consumer Price Index ("CPI") as published by the Federal Government. In no event will any annual increase in price exceed five (5%) percent.

**4. Invoicing.** All invoiced amounts shall be due to Ricoh by the date indicated on the invoice and will be considered past due thereafter. If any invoiced amount is not paid within ten (10) days of its due date, Customer will pay, in addition to that amount, a late charge of one and a half percent (1.5%) per month or the maximum permitted by law, whichever is less, of the overdue payment. If Ricoh undertakes collection or enforcement efforts on any overdue amounts, Customer shall be liable for all costs thereof, including, without limitation, reasonable legal fees. If Customer is in arrears on any invoice, Ricoh may, on giving notice, withhold or cancel further performance of Services orders for such Services until all overdue amounts are paid in full. Ricoh may suspend or terminate this Agreement or any order for

Services generated hereunder for non-payment. If Customer disputes a charge or charges on a given invoice, Customer shall pay all non-disputed charges and protest the disputed charges in writing to Ricoh. Customer will not be charged a late fee on any charges disputed by Customer in accordance with this Agreement.

**5. Termination of Services.** Upon thirty (30) days' prior written notice, either party may terminate any of the Services specified in an ordering document. In the event Ricoh terminates any Services procured hereunder or this Agreement, Ricoh shall reimburse Customer for any prepaid fees related to Services not rendered prior to termination. Upon termination of this Agreement by Customer, Customer shall be responsible for payment for all Services completed by Ricoh and accepted by Customer through the effective date of termination.

**6. Default.** In addition to any other rights or remedies which either party may have under this Agreement or at law or equity, either party shall have the right to cancel the Services provided under this Agreement immediately: (i) if the other party fails to pay any fees or charges or any other payments required under this Agreement when due and payable, and such failure continues for a period of ten (10) days after being notified in writing of such failure; or (ii) if the other party fails to perform or observe any other material covenant or condition of this Agreement, and such failure or breach shall continue un-remedied for a period of ten (10) days after such party is notified in writing of such failure or breach; or (iii) if the other party becomes insolvent, dissolves, or assigns its assets for the benefit of its creditors, or files or has filed against it any bankruptcy or reorganization proceeding. If Ricoh cancels this Agreement under this Section, Customer shall pay any reasonable costs and expenses (including attorneys' fees and expenses) incurred by Ricoh to collect any amounts owed by Customer hereunder.

**7. Confidentiality.**

7.1 Ricoh recognizes that it must perform the Services in a manner that protects any information of Customer or its clients that Customer has clearly identified to Ricoh as being confidential (such information hereafter referred to collectively as "Customer Confidential Information") that may be disclosed to Ricoh hereunder from improper use or disclosure. Ricoh agrees to treat Customer Confidential Information on a confidential basis. Ricoh further agrees that it will not disclose any Customer Confidential Information without Customer's prior written consent to any third party except to authorized representatives of Customer or to employees or subcontractors of Ricoh who have a need to access such Customer Confidential Information to perform the Services contemplated hereunder. Customer Confidential Information shall not include (i) information which at the time of disclosure is in the public domain, (ii) information which, after disclosure becomes part of the public domain by publication or otherwise through no fault of Ricoh, or (iii) information which can be established to have been independently developed and so documented by Ricoh or obtained by Ricoh from any person not in breach of any confidential obligations to Customer. The

terms of this Agreement shall not be considered to be Customer Confidential Information. Customer acknowledges and agrees that any information provided by Customer to Ricoh pursuant to this Agreement that constitutes Protected Health Information (“PHI”) subject to the Health Insurance Portability and Accountability Act of 1996 45 CFR Parts 160 and 164 (“HIPAA”) and the Health Information Technology for Economical and Clinical Health Act, Public Law 111-005 (the “HITECH Act”) or “nonpublic personal information” as defined under the Title V of the U.S. Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 et seq., and the rules and regulations issued thereunder (“Gramm-Leach-Bliley”) shall be specifically identified as such to Ricoh in writing.

7.2 Notwithstanding the foregoing, the parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by, in or on any item of Customer owned or Customer leased equipment, whether through a digital storage device, hard drive or similar electronic medium (“Data Management Services”). If desired, Customer may engage Ricoh to perform such Data Management Services at its then-current rates. The selection, use and design of any Data Management Services, and any and all decisions arising with respect to the deletion or storage of any data, data information or documentation, as well as any loss of data resulting therefrom, shall be the sole responsibility of Customer, and Customer shall indemnify and hold harmless Ricoh and its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys’ fees) (collectively, “Losses”) arising therefrom or related thereto.

7.3 Notwithstanding anything in this Agreement to the contrary, Customer is responsible for ensuring its own compliance with any and all applicable legal, regulatory, business, industry, security, compliance and storage requirements relating to data retention, protection, destruction and/or access. It is the Customer’s sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect the customer’s business or data retention, and any actions required to comply with such laws. RICOH DOES NOT PROVIDE LEGAL, ACCOUNTING OR TAX ADVICE OR REPRESENT OR WARRANT THAT ITS SERVICES OR PRODUCTS WILL GUARANTEE OR ENSURE COMPLIANCE WITH ANY LAW, REGULATION OR REQUIREMENT.

7.4 Ricoh offers and recommends encryption related to the provision of Services. If data is required to be encrypted by law (including but not limited to HIPAA, the HITECH Act, or Gramm-Leach-Bliley), and Customer waives encryption, Customer is responsible for such failure to encrypt under the law.

## **8. Indemnification.**

8.1 Each party (“Indemnifying Party”) shall indemnify, defend and hold harmless the other (“Indemnified Party”) from all third-party claims incurred by the Indemnified Party arising out of the death or bodily injury of any agent, employee, or business invitee of the Indemnified Party, or the damage, loss, or destruction of any tangible property of the Indemnified Party, up to a maximum of \$1,000,000, to the extent caused by the negligent acts or omissions or willful misconduct of the Indemnifying Party, its employees, or agents.

8.2 Customer shall indemnify, defend and hold harmless Ricoh and its representatives and affiliates from and against any claim, suit, demand, liability, cause of action, damage or cost (including reasonable attorneys’ fees and expenses) for actual or alleged infringement of any intellectual property right, including but not limited to copyright, trademark, or right of publicity, and breach of confidentiality arising from the copying of materials provided by Customer hereunder. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall be construed to give Ricoh any control over decisions relating to choosing the content of information copied or otherwise

handled hereunder. Customer warrants and represents that it violates no intellectual property rights or confidentiality agreements of third-parties by having Ricoh perform Services under this Agreement.

8.3 Without intending to create any limitation relating to the survival of any other provisions of this Agreement, Ricoh and Customer agree that the terms of this paragraph shall survive the expiration or earlier termination of this Agreement. Each party shall promptly notify the other in the event of the threat or initiation of any claim, demand, action or proceeding to which the indemnification obligations set forth in this Section may apply.

**9. Limitations.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, RICOH MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES, EQUIPMENT OR GOODS PROVIDED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO WARRANTIES ARE CREATED BY ANY COURSE OF DEALING BETWEEN THE PARTIES, COURSE OF PERFORMANCE, TRADE USAGE OR INDUSTRY CUSTOM. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER OR A THIRD PARTY FOR ANY DAMAGES (1) RESULTING FROM OR RELATED TO ANY FAILURE OF THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR DELAY OF DELIVERY OF SERVICES UNDER THIS AGREEMENT OR (2) RELATED TO THE LOSS, DAMAGE OR DESTRUCTION OF ANY NEGOTIABLE INSTRUMENTS PROVIDED BY THE CUSTOMER. RICOH ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE, AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES. Ricoh shall be excused from any delay or failure in performance of the Services under this Agreement for any period if such delay or failure is caused by any event of force majeure or other similar factors beyond its reasonable control. THE AMOUNT OF ANY LIABILITY OF RICOH TO CUSTOMER OR ANY THIRD PARTY, FOR ONE OR MORE CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID TO RICOH FOR THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT DURING THE SIX-MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**10. Professional Services.** In the event that Customer desires to order complex document services (including but not limited to, hosting, coding, data discovery, commercial imaging services, or forensic collection services), from Ricoh from time to time, it must do so by entering into a Statement of Work (in a form to be provided and executed by Ricoh). The Statement of Work will be governed solely by this Agreement and the following terms:

10.1 Changes to the scope of the services described in any such Statement of Work shall be made only in a written change order signed by both parties. Ricoh shall have no obligation to commence work in connection with any change until the fee and/or schedule impact of the change and all other applicable terms are agreed upon by both parties in writing. Ricoh shall provide any such services at the Customer location set forth in the Statement of Work, as applicable, or on a remote basis. In consideration of the services set forth in the Statement of Work, Customer shall pay Ricoh the fees in the amounts and at the rates set forth therein. Ricoh may suspend or terminate such services for non-payment.

10.2 Customer acknowledges that Ricoh’s performance of any such services is dependent upon Customer’s timely and effective performance of its responsibilities as set forth in the Statement of Work.

Estimated delivery and/or service schedules contained in any Statement of Work are non-binding estimates.

10.3 Intellectual property rights arising from the Services (but not the data, materials or content provided by Customer) shall remain the property of Ricoh, and nothing contained in any Statement of Work shall be construed to transfer, convey, restrict, impair or deprive Ricoh of any of its ownership or proprietary interest or rights in technology, information or products that existed prior to the provision of deliverables under the Statement of Work or that may be independently developed by Ricoh outside the scope of the Statement of Work and without use of any confidential or otherwise restricted material or information thereunder. Customer shall not use any services provided pursuant to a Statement of Work for any unlawful purpose.

11. **Out of Scope Services.** Notwithstanding anything to the contrary set forth herein or in any Schedule or Exhibit hereto or any current or future course of dealing between the parties, THE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT DO NOT INCLUDE, AND RICOH SHALL NOT HAVE ANY OBLIGATION TO PROVIDE, OR ANY LIABILITY FOR, ANY OUT OF SCOPE SERVICES. SIMILARLY, THE FEES PAYABLE BY CUSTOMER UNDER THIS AGREEMENT DO NOT CONTEMPLATE THE PROVISION OF ANY OUT OF SCOPE SERVICES. For this purpose, the term “Out of Scope Services” shall include by way of illustration and not to be limited to any and all of the following: copyright permission services, the use or operation of any non-Ricoh vehicles; the handling or delivery of cash, checks, securities or negotiable instruments; security services, including x-ray, screening, guard or similar security measures; and the handling or delivery of explosives, drugs, chemicals, hazardous wastes, biological materials, medical supplies, medical wastes, food items, organic and other perishables. Complex document services (including but not limited to, hosting, coding, data discovery, commercial imaging services, content review, content summary or forensic collection services) are considered Out of Scope Services unless Ricoh is engaged pursuant to a Statement of Work as set forth in Section 10. In the event that Customer desires to obtain any Out of Scope Services, Customer should contact its Ricoh account executive to discuss available solutions for such services.

12. **Export Laws; EU Data Directive.**

12.1 Notwithstanding any other provision of this Agreement, Customer shall at all times remain solely responsible for complying with all applicable laws or regulations relating to export and re-export control (collectively, “Export Laws”) and for obtaining any applicable authorization or license under the Export Laws. Customer acknowledges and agrees that Ricoh may from time to time, in its sole discretion, engage third party Subcontractors, both foreign and domestic, to perform any portion of the Services on Ricoh’s behalf. Customer represents and warrants to Ricoh that it, its employees and agents shall not provide Ricoh with any document, technology, software or item for which any authorization or license is required under any Export Law. Customer shall further indemnify, defend and hold harmless Ricoh and its representatives and affiliates from and against any fine, penalty, claim, suit, demand, liability, cause of action, damage or cost (including reasonable attorneys’ fees) for any actual or alleged violation of any Export Laws arising from the performance of Services under this Agreement.

12.2 Notwithstanding any other provision of this Agreement, Customer shall at all times remain solely responsible for complying with all applicable Data Protection Directives, as hereafter defined, and for obtaining any applicable authorization or license under the Data Protection Directives. Customer represents and warrants to Ricoh that it, its employees and agents shall not provide Ricoh with any document, technology, software or item for which any authorization or license or any other consent, approval or authorization is required under any Data Protection Directives (“Protected Information”). In the event Customer intends to provide Ricoh with any Protected Information, Customer shall

identify such document, technology, software or item as Protected Information. Customer shall further indemnify, defend and hold harmless Ricoh and its representatives and affiliates from and against any fine, penalty, claim, suit, demand, liability, cause of action, damage or cost (including reasonable attorneys’ fees) for any actual or alleged violation of any law or regulation relating to export and re-export control of protected information under the EU Data Protection Directives (collectively, “Data Protection Directives”) arising from the performance of Services under this Agreement.

13. **Independent Contractor.** In performing Services hereunder, Ricoh shall be an independent contractor and not an agent or employee of Customer, whether under the HITECH Act or otherwise. Neither Ricoh nor anyone employed by Ricoh shall be deemed for any purpose to be the employee, agent, servant, or representative of Customer in the performance of the Services hereunder. Customer shall have no direction or control of Ricoh or Ricoh’s employees or agents.

14. **Assignment.** Neither party shall assign or in any way dispose of all or any part of its rights or obligations under this Agreement without the prior written consent of the other, which shall not be unreasonably withheld.

15. **Non-Solicitation.** During the term of this Agreement and for a period of one (1) year following the expiration or termination of this Agreement for any reason, Customer shall not (i) offer to employ, or otherwise hire or engage any employee of Ricoh to whom it was introduced in connection with the transactions contemplated by this Agreement, (ii) attempt to directly or indirectly induce or solicit any employee of Ricoh to whom it was introduced in connection with the transactions contemplated by this Agreement to terminate his or her employment with Ricoh, or (iii) solicit or enter into any service engagement with any Ricoh client or client prospect to whom Company was introduced or referred in connection with the transactions contemplated by this Agreement. Money damages are not an adequate remedy for a breach by Customer of this Section, and, therefore, in addition to any other legal or equitable remedies available to it, Ricoh shall be entitled to obtain an injunction against such breach. The obligations set forth in this Section shall survive the termination or expiration of this Agreement.

16. **Governing Law.** This Agreement and any Services procured hereunder shall be governed by the laws of the Commonwealth of Pennsylvania both as to interpretation and performance, without regard to its choice of law requirements. All other ordering documents shall be governed by the law of the jurisdiction in which the Services are being performed. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original.

17. **Miscellaneous.** The parties agree that the terms and conditions contained in this Agreement and any document to procure Services make up the entire agreement between them regarding the Services and supersede all prior written or oral communications, understandings or agreements between the parties relating to the subject matter contained herein, including without limitation, purchase orders. Customer acknowledges and agrees that Ricoh does not undertake any conflict check procedure, whether formal or informal, to determine if Ricoh is performing services for an adverse party to Customer. Furthermore, given the nature and the scope of Services provided hereunder, Ricoh has determined that a conflict check, whether formal or informal, are not necessary. Ricoh shall be permitted to conduct business in the normal course and engage customers even if the same is, in the reasonable judgment of the Customer, adverse to the specific Services being performed for or on behalf of the Customer. Except as otherwise expressly set forth herein, any change in any of the terms and conditions of this Agreement or any document to procure Services hereunder must be in writing and signed by both parties. The delay or failure of either party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision or affect the right of such party thereafter to enforce each and every provision of this

Agreement. If any provision of this Agreement is held to be invalid or unenforceable, this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable. All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the mail, addressed to the party receiving the notice at its address shown above (or to any other address specified by that party in writing) with postage prepaid. If more than one affiliate, subsidiary, client, or law firm of Customer has signed this Agreement, each such Customer agrees that its liability is joint and several. If Customer has signed this Agreement on behalf of any of its subsidiaries or affiliates, or for the benefit of any third party, client or otherwise, Customer shall remain liable for the obligations hereunder.

***Ricoh may charge a minimum fee of One Hundred Fifty Dollars (\$150.00) for all jobs ordered under the above Terms and Conditions.***