Ricoh USA, Inc.

Hosted Repository Services Terms of Use

These Ricoh USA, Inc. Hosted Repository Services Terms of Use (these "**Terms of Use**") are part of the legal agreement between Ricoh USA, Inc. ("**Ricoh**"), and the entity that has entered into a statement of work, master services agreement, or similar agreement (the "**Ordering Agreement**") with Ricoh for access to and use of the Hosted Repository Services ("**Customer**"). In these Terms of Use, Ricoh and Customer may be referred to herein collectively as the "**Parties**" or individually as a "**Party**."

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein and in the Ordering Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1.   **General**.

(a)   The terms and conditions in these Terms of Use (including any documents incorporated herein) supplement the Ordering Agreement and, together with the Ordering Agreement, are the entire agreement between the Parties with respect to the Hosted Repository Services and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. All fees, limitations, and other restrictions related to the Hosted Repository Services described in the Ordering Agreement apply to Customer's access to and use of the Hosted Repository Services.

(b)   **By accessing or using the Hosted Repository Services, Customer agrees that it has read, it understands, and it agrees to these Terms of Use.**

(c)   **If Customer does not agree to these Terms of Use, then Customer must immediately discontinue access to and use of (or must not initiate access to or use of) the Hosted Repository Services.**

(d)   Despite anything to the contrary in the Ordering Agreement, in the event of any conflict or inconsistency between these Terms of Use and the Ordering Agreement, these Terms of Use shall prevail with respect to the Hosted Repository Services.

2.   **Definitions**.

(a)   "**Customer Content**" means any information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or a User and that is stored in or processed through the Hosted Repository Services. Customer Content excludes the Hosted Repository Services or other Ricoh-provided products, the Documentation or services and Ricoh Statistical Data.

(b)   "**Documentation**" means Ricoh's user manuals, handbooks, and guides relating to the Hosted Repository Services provided by Ricoh to Customer either electronically or in hard copy form.

(c)   "**Harmful Code**" means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (1) computer, software, firmware, hardware, system,

or network; or (2) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby.

(d)   "**Hosted Repository Services**" means Ricoh's (and third-party) software and related technology in a hosted environment that is designed to help manage document storage, review, and retrieval.

(e)   "**Ricoh IP**" means the Hosted Repository Services, the Documentation, and Ricoh Statistical Data, and modifications, improvements and derivatives thereof, and all intellectual property rights related thereto.

(f)   "**Ricoh Statistical Data**" means: (a) usage and device data collected or generated by Ricoh, including statistical, diagnostics and other information related to the performance, operation and use of the Hosted Repository Services and Customer's support requests, and (b) any data set that is generated or created by Ricoh via Ricoh's De-identification, aggregation or other processing of Customer Content and any other content, information, or data, and is used by Ricoh in a manner that does not result in the disclosure of Customer's Confidential Information to any third party. "De-identify" means to remove personal data and any information reasonably likely to identify Customer in the resulting data set.

(g)   "**Third-Party Products**" means any third-party products provided with or incorporated into the Hosted Repository Services.

(h)   "**User**" means individuals who are authorized by Customer to use the Hosted Repository Services, or who access the Hosted Repository Services under a Customer account number, username, password, or other access credentials.

3.   **Access and Use**.

(a)   Provision of Access. Subject to and conditioned on Customer's payment of any applicable fees and Customer's compliance with the terms and conditions of these Terms of Use and the Ordering Agreement, Ricoh hereby grants Customer a non-exclusive, non-assignable, non-transferable right to access and use the Hosted Repository Services remotely over the Internet on a time-limited subscription basis during the applicable subscription term (as described in the Ordering Agreement), solely for use by Users for Customer's internal use in accordance with the terms and conditions in these Terms of Use and the Ordering Agreement. Ricoh shall provide to Customer the necessary account numbers, usernames, passwords, or other access credentials or other agreed upon functionality to enable Customer to perform these functions (or a combination of both) to allow Customer to access and use the Hosted Repository Services. The means for generating account numbers, usernames, passwords, or other access credentials will be as described in the applicable Ordering Agreement.

(b)   Documentation License. Subject to the terms and conditions contained in these Terms of Use, Ricoh hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the applicable subscription term for the Hosted Repository Services solely for Customer's internal business purposes in connection with its use of the Hosted Repository Services.

(c)   Reservation of Rights. Ricoh reserves all rights not expressly granted to Customer in these Terms of Use. Except for the limited rights and licenses expressly granted under these Terms of Use, nothing in these Terms of Use grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Ricoh IP.

(d)   Use Restrictions. Customer shall not use the Hosted Repository Services or Documentation for any purposes beyond the scope of the access granted in these Terms of Use (and any further limitations in the Ordering Agreement). In addition, and without limiting the foregoing, Customer shall not (and shall ensure that Users do not) at any time, directly or indirectly (each of the following, "**Customer Misuse**"):

(i)   copy, modify, or create derivative works of the Hosted Repository Services or Documentation, in whole or in part (other than a reasonable number of copies of the Documentation necessary for the purpose described in Section 3(b));

(ii)   rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Hosted Repository Services or Documentation;

(iii)   reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Hosted Repository Services, in whole or in part;

(iv)   bypass or breach (or attempt to bypass or breach) any security device or protection used by the Hosted Repository Services, access or use the Hosted Repository Services other than by a User through the use of his or her own then valid access credentials, or attempt to gain access to any unauthorized portion of the Hosted Repository Services or any related systems or any information of Ricoh's other customers or users;

(v)   input, upload, transmit, or otherwise provide to or through the Hosted Repository Services, any information or materials that are unlawful or injurious, or that contain, transmit, or activate any Harmful Code (including, without limitation, material that is harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, pornographic, libelous, or otherwise objectionable under applicable laws, regulations, rules, or guidance documents or community standards);

(vi)   damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Hosted Repository Services, Ricoh's systems, related networks, or Ricoh's provision of services to any third party, in whole or in part;

(vii)   remove any proprietary notices from the Hosted Repository Services or Documentation;

(viii)   access or use the Hosted Repository Services or Documentation to benchmark the Hosted Repository Services or to build competitive products or services;

(ix)   access or use the Hosted Repository Services or Documentation in any manner or for any purpose that is unlawful under applicable laws, regulations, rules, or guidance documents, including (without limitation) (1) access or use that infringes, misappropriates, or otherwise violates any intellectual property right, privacy right, publicity right, or other right of any third party, or (2) to transact in, or facilitate activities related to, misappropriating another individual's identity;

(x)   access or use the Hosted Repository Services or Documentation to engage in threatening or offensive uses, or for similarly objectionable purposes, such as propagating hate or violence or causing harm to others; or

(xi)   access or use the Hosted Repository Services or Documentation (1) to facilitate sending unsolicited or unauthorized advertising, promotional materials, junk

mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise, or (2) to forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Hosted Repository Services or to impersonate any person or entity, or otherwise to misrepresent affiliation with a person or entity.

(e)   Suspension. Notwithstanding anything to the contrary in these Terms of Use or the Ordering Agreement, Ricoh may (without liability) suspend Customer's and any User's access to and use of any portion or all of the Hosted Repository Services and Documentation if:

(i)   Ricoh believes in good faith that: (A) there is a threat or attack on any of the Hosted Repository Services or such suspension is warranted to prevent interference with, damage to, or degradation of the Hosted Repository Services; (B) Customer's or any User's use of the Hosted Repository Services disrupts or poses a security risk to the Hosted Repository Services or to any other customer or vendor of Ricoh; (C) Customer Misuse is occurring or has occurred or Customer or any User is otherwise in violation of these Terms of Use; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Ricoh's provision of the Hosted Repository Services to Customer or any User is prohibited by applicable laws, regulations, rules, or guidance documents or a governmental authority otherwise requests a suspension; or

(ii)   in accordance with the terms of the Ordering Agreement (any such suspension described in subclause (i) or (ii), a "**Service Suspension**").

Ricoh shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Hosted Repository Services following any Service Suspension. Ricoh shall use commercially reasonable efforts to resume providing access to the Hosted Repository Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Ricoh will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any User may incur as a result of a Service Suspension.

4.   **Customer Responsibilities**.

(a)   General. Customer is responsible and liable for all uses of the Hosted Repository Services and Documentation resulting from access or use provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of these Terms of Use or the Ordering Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Users, and any act or omission by a User that would constitute a breach of these Terms of Use or the Ordering Agreement if taken by Customer will be deemed a breach of these Terms of Use by Customer.

(b)   Customer Content. Customer represents and warrants that (1) Customer is the owner of or has all necessary rights in and to all Customer Content, and (2) the provision, submission, storage, or other processing of Customer Content in connection with Ricoh's provision of the Hosted Repository Services will not violate any copyright, trademark, trade name, service mark, trade secret, patent, moral, database, privacy, publicity or other intellectual property and proprietary rights, privacy rights, publicity rights, or other rights of third parties. Customer agrees personal information contained within Customer Content will be processed under the terms of the Data Processing Terms. Customer understands and agrees that Ricoh does not have resources to monitor or control whether the Customer Content contains any sensitive information, personal data,

or information that is otherwise regulated by applicable laws, regulations, rules, or guidance documents. Customer is responsible for determining whether its use of the Hosted Repository Services meets Customer's legal requirements.

(c)   Back-Ups. Except as otherwise expressly agreed in the Ordering Agreement, Customer is solely responsible for creating any back-ups of any Customer Content that is provided or submitted to, stored on, or otherwise processed using the Hosted Repository Services.

(d)   Access and Security. Customer shall employ commercially reasonable physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all of its account numbers, usernames, passwords, or other access credentials for the Hosted Repository Services and protect against any unauthorized access to or use of the Hosted Repository Services; and (b) control the content and use of Customer Content.

(e)   Customer Control and Responsibility. Customer has and will retain sole responsibility for: (a) all Customer Content, including its content and use; (b) all information, instructions, and materials provided by or on behalf of Customer or any User in connection with the Hosted Repository Services; (c) Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services ("**Customer Systems**"); (d) the security and use of Customer's and its Users' account numbers, usernames, passwords, or other access credentials for the Hosted Repository Services; (e) all access to and use of the Hosted Repository Services and Documentation directly or indirectly by or through the Customer Systems or its or its Users' account numbers, usernames, passwords, or other access credentials for the Hosted Repository Services, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use; and (f) acquiring, installing, operating, and maintaining the Customer Systems necessary to access and use the Hosted Repository Services and Customer understands that the Hosted Repository Services may not support or be compatible with all hardware, software, communications networks, Internet browser connections, and operating environments.

(f)   Third-Party Products. Ricoh may from time to time make Third-Party Products available to Customer. For purposes of these Terms of Use, such Third-Party Products are subject to their own terms and conditions and the applicable license agreement or flow-through provisions, copies of which will be provided to Customer. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer shall not access or use such Third-Party Products. Customer understands that (1) Ricoh has no right, title, or interest in or to such Third-Party Products and makes no representations, warranties, or other commitments related to Third-Party Products, and (2) Customer's rights with respect to such Third-Party Products are solely as set forth in the applicable license agreement or flow-through provisions of the applicable third-party provider.

5.   **Auditing Rights and Required Records**. Customer agrees to maintain complete and accurate records in accordance with generally accepted accounting principles during the applicable subscription term and for a period of two years after the termination or expiration of these Terms of Use with respect to matters necessary for accurately determining amounts due for the Hosted Repository Services. Customer will, within a reasonable time following Ricoh's written request, provide to Ricoh reasonable information confirming Customer's compliance with these Terms of Use. Such inspection rights will extend throughout the applicable subscription term and for a period of two years after the termination or expiration of the applicable subscription term. Information that Customer provides under this section will be subject to the confidentiality terms of the Ordering Agreement.

6. **Intellectual Property Ownership; Feedback**.

(a)   Ricoh IP. Customer acknowledges that, as between Customer and Ricoh, Ricoh owns all right, title, and interest, including all intellectual property rights, in and to the Ricoh IP and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.

(b)   Customer Content. Ricoh acknowledges that, as between Ricoh and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Content. Customer grants to Ricoh a non-exclusive, worldwide, royalty-free license to use, copy, transmit, sub-license, index, store and display Customer Content as required to (i) provide the Hosted Repository Services and any other Ricoh products and services to Customer, (ii) maintain, improve and enhance the Hosted Repository Services, and (iii) create Ricoh Statistical Data, including to De-identify Customer Content and to create aggregated data from Customer Content.

(c)   Feedback. If Customer or any of its Users or employees or contractors sends or transmits any communications or materials to Ricoh suggesting or recommending changes to the Ricoh IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), Ricoh is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to Ricoh on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Ricoh is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Ricoh is not required to use any Feedback.

7. **Warranties and Disclaimer**.

(a)   Any warranties of Ricoh related to the Hosted Repository Services are addressed in the Ordering Agreement.

(b)   EXCEPT AS EXPRESSLY SET FORTH IN THE ORDERING AGREEMENT, RICOH MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE HOSTED REPOSITORY SERVICES OR DOCUMENTATION, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INFRINGEMENT OR THIRD PARTY INTELLECTUAL PROPERTY RIGHTS. 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 SOFTWARE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR DELAY OF DELIVERY OF SERVICES, OR (2) RELATED TO THE LOSS, DAMAGE OR DESTRUCTION OF ANY NEGOTIABLE INSTRUMENTS OR MONEY PROVIDED BY, OR RECEIVED ON BEHALF OF, CUSTOMER. EXCEPT AS EXPRESSLY SET FORTH IN THE ORDERING AGREEMENT, 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. EXCEPT AS EXPRESSLY SET FORTH IN THE ORDERING AGREEMENT, RICOH MAKES NO WARRANTY OF ANY KIND THAT THE RICOH IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED

RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

8. **Indemnification**.

(a) Ricoh Indemnification. Indemnification to be provided by Ricoh (if any) is addressed in the Ordering Agreement.

(b) Customer Indemnification. Customer shall indemnify, defend, and hold harmless Ricoh and its and its affiliates, subcontractors, and licensors, and each of its and their respective officers, directors, employees, agents, successors, and assigns (each, a "**Ricoh Indemnitee**") from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by such Ricoh Indemnitee resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") to the extent that such Losses arise out of or result from:

(i) Customer Content;

(ii) Customer's or a User's use of the Hosted Repository Services or Documentation (including, without limitation, Customer Misuse); or

(iii) gross negligence or more culpable act or omission (including recklessness or willful misconduct) by Customer, any User, or any third party on behalf of Customer or any User, in connection with the Hosted Repository Services or Documentation;

provided that Customer may not settle any Third-Party Claim against a Ricoh Indemnitee unless Ricoh consents to such settlement, and further provided that the Ricoh Indemnitee will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

9. **Limitations of Liability**. IN NO EVENT WILL RICOH BE LIABLE UNDER OR IN CONNECTION WITH THESE TERMS OF USE OR THE ORDERING AGREEMENT AS IT RELATES TO THE HOSTED REPOSITORY SERVICES UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER RICOH WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL RICOH'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS OF USE OR THE ORDERING AGREEMENT AS IT RELATES TO THE HOSTED REPOSITORY SERVICES UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO RICOH UNDER THE ORDERING AGREEMENT FOR THE HOSTED REPOSITORY SERVICES IN THE SIX-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

10. **Term and Termination**.

(a)   Subscription Term. Customer's subscription term for the Hosted Repository Services is addressed in the Ordering Agreement.

(b)   Termination. In addition to any other express suspension or termination rights set forth in these Terms of Use or in the Ordering Agreement, Ricoh may terminate the Hosted Repository Services, at any time upon Customer's:

> (i)   Breach of any material terms of this Agreement;

> (ii)   and such breach is incapable of cure; or if capable, remains uncured 30 days after Ricoh provides to Customer written notice of such breach; or

> (iii)   subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding.

(c)   Effect of Expiration or Termination. Upon expiration or earlier termination of the applicable subscription term for the Hosted Repository Services, Customer shall immediately discontinue use of the Ricoh IP and Customer shall delete, destroy, or return all copies of the Documentation and, within a reasonable time following Ricoh's written request, certify to Ricoh in writing Customer's compliance with these obligations. No expiration or termination will affect Customer's obligation to pay all fees that may have become due before such expiration or termination. Upon written request to Ricoh received at least ninety (90) days prior to the expiration or termination of the then-current subscription term, Customer may request to have electronic copies of the Customer Content, if any, transferred to Customer pursuant to Ricoh's then-current data export offerings and pricing. IF CUSTOMER FAILS TO TIMELY REQUEST DATA EXPORT SERVICES, THEN RICOH SHALL HAVE NO OBLIGATION TO STORE OR MAINTAIN ANY CUSTOMER CONTENT OR OTHERWISE PROVIDE CUSTOMER CONTENT TO CUSTOMER.

(d)   Survival. This Section 10(d) and Sections 2, 3, 5, 6, 7(b), 8, 9, 10(c), and 11 survive any termination or expiration of these Terms of Use.

11.   **Miscellaneous**.

(a)   Confidentiality. Confidentiality terms are addressed in the Ordering Agreement.

(b)   Internet. Customer acknowledges that (1) the Hosted Repository Services utilize the public Internet and third-party networks, and (2) no one can absolutely prevent intrusions or interception of data or guaranty security of information transmitted or accessed over the Internet or maintained on remote servers.

(c)   Subcontractors. Customer understands that Ricoh may from time to time in its discretion engage third parties to provide technology or otherwise assist in the performance of the Hosted Repository Services.

(d)   Updates. Ricoh reserves the right to modify, add, or remove features or functions to or from the Hosted Repository Services, or to provide programming fixes, enhancements, updates and upgrades, thereto and to convert Customer to new versions at any time in its sole discretion (collectively, "**Updates**"); provided, however, that the Updates will not materially reduce the functionality of the Hosted Repository Services before the end of Customer's then-current subscription term (unless the Update is made to comply with applicable laws, regulations, rules, or

guidance documents).

(e)   <u>Notices</u>. Except as otherwise provided in these Terms of Use or the Ordering Agreement, all notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the Parties in accordance with the notice provisions of the Ordering Agreement.

(f)   <u>Force Majeure</u>. In no event shall Ricoh be liable, or be deemed to have breached these Terms of Use, for any failure or delay in performing its obligations under these Terms of Use, if and to the extent such failure or delay is caused by any circumstances beyond Ricoh's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, pandemics or epidemics, or passage of laws, regulations, rules, or guidance documents or any action taken by a governmental or public authority, including imposing an embargo.

(g)   <u>Amendment and Modification</u>. Except as otherwise permitted under these Terms of Use, no amendment to or modification of these Terms of Use is effective unless it is in writing and signed by an authorized representative of each Party; however, Customer agrees that Ricoh may update these Terms of Use from time to time upon reasonable notice to Customer (which may be provided through notification in the Hosted Repository Services).

(h)   <u>Waiver</u>. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in these Terms of Use, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from these Terms of Use will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(i)   <u>Severability</u>. If any provision of these Terms of Use is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of these Terms of Use or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify these Terms of Use so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(j)   <u>Governing Law; Submission to Jurisdiction</u>. Unless expressly agreed otherwise in the Ordering Agreement: (1) these Terms of Use are governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware, (2) any legal suit, action, or proceeding arising out of or related to these Terms of Use or the Hosted Repository Services or Documentation may be instituted in the federal courts of the United States located in or serving the State of Delaware or the courts of the State of Delaware, (3) each Party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding, (4) t**he Parties hereby irrevocably waive any right they may have to trial by jury,** and (5) **no claim or litigation may be brought regarding these Terms of Use or the Hosted Repository Services or Documentation more than two years after the cause of action has arisen.**

(k)   <u>Assignment</u>. Customer may not assign any of its rights or delegate any of its

obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Ricoh, which consent may be withheld in Ricoh's sole discretion. Any purported assignment or delegation in violation of this section will be null and void ab initio. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. These Terms of Use are binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

(l)   Laws; Export Regulation. Customer shall not use the Hosted Repository Services for any purposes prohibited by law, regulations, rules, or guidance documents (including, without limitation, for the development, design, manufacture or production of nuclear, chemical, or biological weapons of mass destruction). Without limiting the foregoing, Customer shall comply with all applicable laws, regulations, rules, and guidance documents, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the Hosted Repository Services or Documentation or any Customer Content outside the US. In addition, Customer shall ensure that Customer does not provide or permit access to the Hosted Repository Services: (1) to any Users located in, or who are citizens, nationals or residents of any country to which the United States has prohibited the export of technical information, or (2) to any Users that are listed on the United States Department of Treasury list of Specially Designated Nationals, Specially Designated Terrorists, and Specially Designated Narcotics Traffickers, or on the United States Department of Commerce Table of Denial Orders or any similar or successor governmental lists. Customer shall not include in Customer Content any information which is subject to import, export and re-export control controls laws, regulations, rules, or guidance documents.

(m)   US Government Rights. Each of the Documentation and the software components that constitute the Hosted Repository Services is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the Hosted Repository Services and Documentation as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors. If a government agency has a need for rights not granted under these terms, then it must negotiate with Ricoh to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable Ordering Agreement.

(n)   Equitable Relief. Customer acknowledges and agrees that a breach or threatened breach by Customer or a User of any obligations under Section 3(d) would cause Ricoh irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, Ricoh will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

(o)   Trial Features.

(i)   Ricoh may (from time to time in its sole discretion) make available to Customer certain functionality, modules, or other features that are not yet generally available in the Hosted Repository Services on a "trial", "review", "proof-of-concept", "beta", "not-for-resale", "NRF", or similar a basis ("**Trial Features**").

(ii)   All restrictions related to the Hosted Repository Services apply to the Trial Features. In addition, Ricoh may provide additional terms of use related to the Trial Features ("**Trial Features Terms**"). In the event of any conflict or inconsistency between these Terms of Use or the Ordering Agreement and the Trial Features Terms, then Trial Features Terms shall control with respect to the Trial Features.

(iii)   **Trial Features may be revoked at any time or without any reason in Ricoh's sole discretion.**

(iv)   **Despite anything in these Terms of Use or the Ordering Agreement to the contrary, access to and use of all Trial Features are provided "as is" with no warranties of any type whatsoever and with no support or maintenance and Trial Features may contain bugs, errors, or inaccuracies that could cause failures, corruption, or loss of data.** WITHOUT LIMITING THE FOREGOING, RICOH MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO TRIAL FEATURES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INFRINGEMENT OR THIRD PARTY INTELLECTUAL PROPERTY RIGHTS. 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 RELATED TO ANY TRIAL FEATURES. RICOH MAKES NO WARRANTY OF ANY KIND THAT ANY TRIAL FEATURES OR THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. RICOH WILL HAVE NO LIABILITY OF ANY KIND OR AMOUNT RELATED TO TRIAL FEATURES.

(p)   No Third-Party Beneficiaries. These Terms of Use are not enforceable by a person who is not a party to these Terms of Use.

(q)   English Language. If there are discrepancies between the English version of these Terms of Use and any other language versions of these Terms of Use, the English version of these Terms of Use shall prevail unless otherwise required by local law without the possibility of contractual waiver or limitation.

Data Processing Terms for Hosted Repository Services

These Data Processing Terms ("**Data Processing Terms**") address the processing of Customer Personal Data within the Hosted Repository Services subscribed to by the Customer (as set forth in the Ordering Agreement).

Interpretation.

1. **Definitions**.

1.1 Capitalized terms used but not defined in this Data Processing Terms will have the same meanings set forth in the Underlying Agreement. Lower case terms used but not defined in this Data Processing Terms will have the same meaning as set forth in Applicable Data Protection Law. Without limiting the generality of the foregoing, the terms "personal data", "processing", "controller", "processor", "personal data breach" and "data subject" will have the same meaning as set forth in Article 4 of the GDPR, and for purposes of CCPA, the term "controller" includes "business", "processor" includes "service provider", "data subject" includes "consumer", and "personal data" includes "personal information.

1.2 "**Customer Personal Data**" means any personal data Ricoh processes in behalf of Customer in the course of providing Hosted Repository Services.

1.3"**Applicable Data Protection Laws**" include, but are not limited to, the EU General Data Protection Regulation (Regulation (EU) 2016/679) ("GDPR"), the UK General Data Protection Regulation and the UK Data Protection Act 2018 (collectively "UK GDPR"), and the California Consumer Privacy Act of 2018, as amended (Cal. Civ. Code §§ 1798.100 to 1798.199) ("CCPA"). To the extent other Applicable Data Protection Laws apply that are similar to the GDPR, UK GDPR, or CCPA, this DATA PROCESSING TERMS shall be interpreted in a reasonable manner to apply to such other jurisdictions and their Applicable Data Protection Laws.

1.4 "**EEA**" means the European Economic Area.

1.5 "**Standard Contractual Clauses**" or SCCs means, as applicable:

(i) in the respect of data relating to Data Subjects based in the European Union, the European Commission's Standard Contractual Clauses for the transfer of Personal Data from the European Union to processors established in third countries as set out in the Annex to Commission Implementing Decision 2021/91 (the "EU SCCs"), posted at https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc/standard-contractual-clauses-international-transfers_en; and

(ii) in the respect of data relating to Data Subjects based in the United Kingdom: (a) the EU SCCs, supplemented by the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses, posted at https://ico.org.uk/media/for-organisations/documents/4019483/international-data-transfer-addendum.pdf.;

1.6 "**Sell**" or "**Sale**" means selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, Personal Data to a third party for monetary or other valuable compensation.

1.7 "**Share**" means sharing, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, a consumer's personal data by the business to a third party for cross-context behavioral advertising, whether or not for monetary or other valuable consideration. Ricoh certifies that it understands these restrictions and agrees to comply with them.

2. Roles and Scope of Processing

2.1 Customer as Data Controller; Processing Instructions. Customer acknowledges that it is the Controller of the Customer Personal Data. Customer shall comply with obligations applicable to it as a Controller or Business under applicable Data Protection Laws in respect of the Customer Personal Data. Controller instructs Processor to process

Customer Personal Data in accordance with this Data Processing Terms and is responsible for providing all notices and obtaining all consents, licenses and legal bases required to allow Processor to process Customer Personal Data.

2.2 Ricoh Processing of Customer Personal Data. Customer instructs to process Customer Personal Data; (i) for the purpose of providing, supporting, administering, maintaining, and improving the Hosted Repository Services; (ii) to protect against fraudulent or illegal activity; or (iii) as required by law. Ricoh will not retain, use, or disclose Customer Personal Data for any other purpose, provided that Ricoh may use and disclose deidentified Customer Personal Data for other lawful purposes.

3.   **Details of Data Processing. The details of the Data Processing are as follows:**

Subject matter	Processing Details
Duration.	Processing under the Data Processing Terms will occur while Customer has an account that permits use of the Hosted Repository Services and for the period necessary to fulfil each Order it submits.
Purpose.	Ricoh will Process Customer Personal Data to provide Hoste Repository Services, fulfil Orders, and comply with the Data Processing Terms and Data Protection Laws
Nature of the Processing.	The nature of the Processing will be that required to provide and improve the Hosted Repository Services.
Categories of Data Subjects.	Data Subjects will be Customer's employees and agents authorized to register for an account on the Hosted Repository Services, or to use the Hosted Repository Services and submit Orders on Customer's behalf.
Types of Customer Personal Data.	Customer Personal Data will be business contact information and additional personal information needed to authenticate Customer's end users as authorized to obtain support for services Ordered using the Hosted Repository Services,
Subprocessors.	

4.   **Subprocessing**. Customer provides its prior general authorization for Ricoh to the Subprocessors to process Customer Personal Data. Each Ricoh subprocessors is required to agree, in writing, that: (a) its access to and Processing of Customer Personal Data is and will be restricted to the data necessary to assist Ricoh providing the Services; (b) it will refrain from accessing or Processing Customer Personal Data for any other purpose; and (c) It will Process Customer Personal Data using safeguards in the context of its engagement, to protect Customer Personal Data as required by these Data Processing Terms and applicable Data Protection Laws.

5.   **Security Measures and Personal Data Breach Response**

5.1 Security Measures. Ricoh has implemented and will maintain appropriate technical and organizational security measures to protect Customer Personal Data from Personal Data Breaches and to preserve the security and confidentiality of Customer Personal Data ("**Ricoh Security Program**"). The Ricoh Security Program includes administrative, technical, and physical safeguards designed to protect against: (a) anticipated threats or hazards to the security, confidentiality, and integrity of Personal Information; and (b) unauthorized access to, destruction, modification, disclosure, or use of Personal Information. Customer acknowledges that the Ricoh Security Program is subject to change to permit Ricoh to respond to ongoing and emergent security considerations and that Ricoh may update or modify the Ricoh Security Program at any time, provided that no such modification violates Data Protection Laws.

5.2 Customer Responsibilities. Customer shall use the Hosted Repository Services in compliance with Data Protection Laws. In addition, if Customer knows of any fact or circumstance that indicates that the Processing of Customer Personal Data under the Data Processing Terms may not fully protect the rights of Data Subjects, it shall so inform Ricoh and cooperate with Ricoh to determine whether and on what terms the Data Processing Terms should be revised.

5.3 Personal Data Breach Response. Ricoh will notify Customer of a Personal Data Breach as require ed by Data Protection Laws after Ricoh's VP, Corporate and Information Security determines that such a breach has occurred. Ricoh will provide additional information relating to that Personal Data Breach and take reasonable steps to mitigate and, where possible, to remedy the effects of any Personal Data Breach as Data Protection Laws require. Customer and Ricoh shall cooperate with each other, as either party may reasonably request, to determine: (i) whether notice is

to be provided to individuals, regulators, consumer reporting agencies, or others as required by law or regulation; (ii) the contents of each notice; and (iii) whether any type of remediation will be offered to affected persons, and the nature and extent of the remediation. If Personal Data Breach was caused solely by Ricoh, any such notice or remediation shall be at Ricoh's expense.

6. Audit Reports. Upon request made no more often than once every calendar year while Customer has an account that permits it to use the Hosted Repository Services, Ricoh will supply Customer with a summary report of the security audit concerning the systems Ricoh then uses to provide Hosted Repository Services, if any such report exists, which Customer may use subject to the confidentiality provisions in the Agreement.

7. International Transfers. Ricoh may only Process, or permit the Processing of Customer Personal Data of Data Subjects in the EEA under the Standard Contractual Clauses (Module 2) which are incorporated by reference and form part of the Data Processing Terms.

8. Return or Deletion of Data. Except as otherwise required by law and as part of lawful archives or backups, Ricoh will delete Customers' Personal Data within a reasonable time after termination of the Agreement.

9. Cooperation

9.1 <u>Response to Requests from Data Subjects and Regulators</u>; <u>Access to Customer Personal Data</u>. To the extent that Customer is unable to independently access the relevant Customer Personal Data from the Services, Ricoh will provide reasonable cooperation to assist Customer to respond to any requests from individuals or applicable data protection authorities relating to the Processing of Personal Data under these Data Processing Terms. In the event that any such request is made directly to Ricoh, Ricoh will notify Customer of the request and not respond further to such communication directly without Customer's prior authorization unless legally required to do so. If Ricoh is required to respond to such a request, Ricoh will promptly notify Customer and provide it with a copy of the request unless legally prohibited from doing so. Ricoh may charge, and Customer shall pay Ricoh's undiscounted hourly rate in effect on the date of the Data Subject's request for all such assistance.

9.2 <u>Law Enforcement Requests</u>. If Ricoh receives a request or demand for Customer Personal Data from a law enforcement agency, legislative body, regulator, other governmental entity, or civil litigant (for example, through a subpoena or court order), Ricoh will attempt to redirect the requestor to Customer. As part of this effort, Ricoh may provide Customer's contact information to the requestor. If compelled to disclose Customer Personal Data by law, Ricoh will give Customer reasonable notice of the demand to allow Customer to seek a protective order or other appropriate remedy unless Ricoh determines that it is legally prohibited from doing so.

9.3 <u>Legal Compliance</u>. To the extent Ricoh is required to do so under Data Protection Laws, Ricoh will (at Customer's expense) provide reasonably requested information regarding the Hosted Repository Services to permit Customer to conduct data protection impact assessments and consult with data protection authorities as required by law.

10. Claims Arising under the Data Processing Terms.

10.1 <u>Indemnification</u>. The indemnification provisions of the Ordering Terms apply to claims arising under the Data Processing Terms.

10.2 <u>Limitation of Liability</u>. The limitation of liability provisions of the Ordering Terms apply to claims arising under the Data Processing Terms.

10.3 <u>Responsible Entity</u>. Except as Data Protection Laws require, no other person or entity, other than the entity identified as the Customer in the Order related to a claim is a third-party beneficiary of these Data Processing Terms or has or will have any other right to enforce the Data Processing Terms.