

Ricoh USA, Inc.
Data Processing Terms for As a Service Subscriptions

1. Purpose

- 1.1 These Data Processing Terms describe how Ricoh Processes Personal Data in connection with the Agreement.
- 1.2 For clarity, these Data Processing Terms do not apply to any other agreements, products, services, websites, or other content offered by third parties or that are offered by Ricoh pursuant to their own data Processing and privacy terms.

2. Customer as Data Controller

- 2.1 Customer agrees that (a) it is the Data Controller of the Personal Data that Customer provides in connection with the Agreement, and (b) if the CCPA applies to the Personal Data that Customer provides in connection with the Agreement, then it is a "business" (as defined in the CCPA).
- 2.2 Customer will comply with obligations applicable to Customer as a Data Controller under Data Protection Laws in respect of its Processing of Customer Data and any Processing instructions it issues to Ricoh related to that Processing.
- 2.3 Customer's use of Personal Data with any one or more Services or Products constitutes Customer's:
 - (a) representation that Customer has the consent of the pertinent Data Subject or other right to use that Personal Data in conjunction with the Services or Products; and
 - (b) authorization of, and instruction to, Ricoh to Process that Personal Data under the Agreement and these Data Processing Terms for the Purposes.

3. Ricoh as Data Processor

- 3.1 Customer agrees that (a) Ricoh is the Data Processor of the Personal Data that Customer provides in connection with the Agreement, and (b) if the CCPA applies to the Personal Data that Customer provides in connection with the Agreement, then Ricoh is a "service provider" (as defined in the CCPA).
- 3.2 Ricoh will Process Customer Data only for the Purposes. Ricoh will not retain, use, or disclose Customer Data for any other purposes (including any use for a commercial purpose) or further collect, sell, or use Customer Data.
- 3.3 However, Customer agrees that Ricoh may use deidentified Customer Data for other lawful purposes (including to develop or improve the Services or Products or other Ricoh products and services).

4. Details of the Processing

The details Ricoh's Processing of Customer Data are as follows:

Subject Matter	Processing Details
Duration	Processing will occur during the term of the Agreement and for a period after the term of the Agreement to wind-up activities related to the Agreement and these Data Processing Terms.
Purposes	<p>Ricoh will Process Personal Data for the following purposes (collectively, the Purposes):</p> <ul style="list-style-type: none"> (a) to provide to Customer the Services and Products under the Agreement; (b) to perform the following (collectively, Related Operations): <ul style="list-style-type: none"> (1) implementing, administering, maintaining, managing, securing, and supporting Customer's use of the Services and Products; (2) communicating with Customer in connection with the Agreement; and (3) communicating with Customer to respond to Customer's requests and to provide to Customer information about additional services that may be of interest to Customer; (c) to comply with these Data Processing Terms; (d) to the extent necessary to detect and respond to Personal Data Breaches; (e) to protect against fraudulent or illegal activity; and (f) as required by law.
Nature of Processing	The nature of the Processing will be the operations required to fulfil the Purposes.

Subject Matter	Processing Details
Categories of Data Subjects	The categories of Data Subjects will be determined solely by Customer.
Types of Personal Data	The types of Customer Data will be determined solely by Customer.
Subprocessors	A list of applicable Subprocessors is available promptly following Customer's written request to Ricoh.

5. Subprocessors

- 5.1 For certain Purposes, Ricoh uses Subprocessors to Process Customer Data.
- 5.2 Ricoh may authorize new or additional Subprocessors to Process Customer Data for the Purposes at any time.
- 5.3 Each Ricoh Subprocessor is required to agree (in writing) that:
 - (a) its access to and Processing of Customer Data is and will be restricted to the data necessary to assist Ricoh with the Purposes;
 - (b) it will refrain from accessing or Processing Customer Data for any other purpose; and
 - (c) it will Process Customer Data using safeguards in the context of its engagement, to protect Customer Data as required by these Data Processing Terms and Data Protection Laws.

6. Security Measures

- 6.1 Ricoh has implemented and will maintain appropriate technical and organizational security measures (**Ricoh Security Program**) designed to:
 - (a) protect Customer Data from Personal Data Breaches; and
 - (b) preserve the security and confidentiality of Customer Data.
- 6.2 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.
- 6.3 Customer acknowledges that:
 - (a) the Ricoh Security Program is subject to change to permit Ricoh to respond to ongoing and emergent security considerations, legal requirements, or both; and
 - (b) Ricoh may update or modify the Ricoh Security Program at any time if the modification does not violate Data Protection Laws.

7. Customer Responsibilities

- 7.1 Customer will use the Services and Products in compliance with Data Protection Laws.
- 7.2 If Customer knows of any fact or circumstance that indicates that the Processing of Personal Data under the Data Processing Terms may not fully protect the rights of Data Subjects, then Customer will notify Ricoh and cooperate with Ricoh to determine whether (and on what terms) the Data Processing Terms should be revised.

8. Personal Data Breach Response

- 8.1 Ricoh will notify Customer of a Personal Data Breach as required by Data Protection Laws after Ricoh's VP, Corporate and Information Security (or the successor role at Ricoh) determines that a Personal Data Breach has occurred.
- 8.2 Ricoh will provide to Customer additional information relating to a Personal Data Breach and take reasonable steps to mitigate and (where possible) to remedy the effects of a Personal Data Breach, as Data Protection Laws require.
- 8.3 Customer and Ricoh will cooperate with each other, as either party may reasonably request, to determine:
 - (a) whether notice is to be provided to individuals, regulators, consumer reporting agencies, or others as required by Data Protection Laws;
 - (b) the contents of each notice; and
 - (c) whether any type of remediation will be offered to affected persons and the nature and extent of the remediation.

8.4 If a Personal Data Breach was caused solely by Ricoh, any such notice or remediation shall be at Ricoh's expense.

9. Audit Reports

Promptly following Customer's written request (but no more than once every calendar year during the term of the Agreement), Ricoh will provide to Customer a summary report of the security audit concerning the systems that Ricoh uses to Process Customer Data in connection with the Services and Products (if a report exists). Customer may use that summary report subject to the confidentiality provisions of the Agreement.

10. International Transfers

10.1 Ricoh may transfer and Process Customer Data anywhere in the world where Ricoh provides the Services and Products. Ricoh will provide an appropriate level of protection for Customer Data Processed, in accordance with Data Protection Laws.

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

11. Return or Deletion of Customer Data

Except as otherwise required by law and as part of lawful archives or backups, Ricoh will delete Customer Data within a reasonable time after the Agreement expires or terminates. Ricoh will retain Customer Data, if any, subject to these Data Processing Terms.

12. Responding to Information Requests

12.1 To the extent that Customer is unable to independently access the relevant Customer Data resident on Ricoh systems used to provide the Services or Products, Ricoh will reasonably cooperate to assist Customer to respond to Information Requests.

12.2 If an Information Request is made directly to Ricoh, then Ricoh will notify Customer of the Information Request and not respond further directly without Customer's prior authorization (unless Ricoh is legally required to respond).

12.3 If Ricoh is required to respond to an Information Request, then Ricoh will promptly notify Customer and provide to Customer a copy of the Information Request (unless Ricoh is legally prohibited from doing so).

12.4 Ricoh may charge, and Customer shall pay, Ricoh's then-current hourly rate for all assistance in connection with Information Requests.

13. Responding to Law Enforcement Requests

13.1 If Ricoh receives a Law Enforcement Request, then Ricoh will attempt to redirect the requestor to Customer. As part of this effort, Ricoh may provide to the requester Customer's contact information.

13.2 If Ricoh is compelled to disclose Customer Data pursuant to a Law Enforcement Request (or otherwise by law), then Ricoh will give to Customer reasonable notice of the disclosure to allow Customer to seek a protective order or other appropriate remedy (unless Ricoh determines that it is legally prohibited from doing so).

14. Legal Compliance

14.1 To the extent that Ricoh is required to do so under Data Protection Laws, Ricoh will (at Customer's expense) provide to Customer reasonably requested information regarding the Processing of Customer Data that Ricoh conducts under these Data Processing Terms to permit Customer to conduct data protection impact assessments and consult with data protection authorities as required by Data Protection Laws.

14.2 As required by Data Protection Laws, Ricoh will provide to Customer written notice if Ricoh can no longer meet its obligations under Data Protection Laws.

15. General

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

15.2 **No Third-Party Beneficiaries.** Except as Data Protection Laws require, Customer and Ricoh are the beneficiaries of these Data Processing Terms, and no other person or entity is a third-party beneficiary of these Data Processing Terms or has or will have any other right to enforce these Data Processing Terms.

15.3 **Updates.** Ricoh may update these Data Processing Terms to reflect legal or operational changes by giving to Customer reasonable notice of the updates (including by posting the updated terms at <https://www.ricoh-usa.com/en/about-us/ricoh-master-subscription-terms-and-conditions> or successor locations that Ricoh

designates from time to time). Customer is responsible for reviewing and becoming familiar with the updates; however, any changes to provide a new dispute resolution process will not apply to any disputes for which the parties have actual notice before the date that the update is made available (unless required by law). By continuing to use Services or Products on and after the date of the update, Customer agrees to the updates. In addition, Ricoh may from time to time require Customer to acknowledge (in writing or other reasonable means) Customer's agreement to the updates. If Customer does not agree to the updates, then Customer will discontinue all use of the Services and Products. Except as otherwise stated in these Data Processing Terms, no other amendments or modifications to these Data Processing Terms will be binding unless made in a writing signed by Customer and Ricoh.

16. Definitions and Interpretation

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

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

CCPA means the California Consumer Privacy Act of 2018, including as amended by the California Privacy Rights Act of 2020.

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

Customer Data means any Personal Data that Ricoh Processes on behalf of Customer while providing the Services or Products or fulfilling the Purposes.

Data Controller means an entity that determines the purposes and means of the Processing of Personal Data.

Data Processing Terms means these Ricoh USA, Inc. Data Processing Terms for As a Service Subscriptions, as Ricoh updates from time to time.

Data Processor means an entity that Processes Personal Data on behalf of a Data Controller.

Data Protection Laws means all applicable statutes, regulations, regulatory guidelines, and judicial or administrative holdings or binding regulatory interpretations or guidance in effect that concern information security, data breach, or privacy, including any law applicable to Customer Data or Ricoh's access to or Processing of Customer Data under the Agreement from Data Subjects anywhere in the world.

Data Subject means a natural person who is identified or identifiable using any Personal Data.

EEA means the European Economic Area.

Information Requests means requests from individuals or applicable data protection authorities relating to the Processing of Customer Data under these Data Processing Terms.

Law Enforcement Request means a request or demand for Customer Data from a law enforcement agency, legislative body, regulator, other governmental entity, or civil litigant (for example, through a subpoena or court order).

Personal Data means, in addition to any definition provided by Data Protection Laws, any information in any form that identifies, relates to, describes, or is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, to any natural person.

Personal Data Breach means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Data that is transmitted, stored, or otherwise Processed.

Processing has the meaning given to it in Data Protection Laws and includes any operation or set of operations which is performed on Personal Data, whether manually or by automated means. This encompasses the collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, or erasure of Personal Data. This definition encompasses all derivatives of **Processing**, including **Process**, **Processes**, and **Processed**.

Purposes has the meaning given to it in Section 4.

Related Operations has the meaning given to it in Section 4.

Ricoh means Ricoh USA, Inc.

Ricoh Security Program has the meaning given to it in Section 6.1.

Sale or **Sell** has the meaning given to it in Data Protection Laws, but in instances where not so defined, means selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, Customer Data to a third party for monetary compensation, and if Data Protection laws so provide, other valuable consideration.

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

- (a) 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
- (b) in the respect of data relating to Data Subjects based in the United Kingdom: 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>.

Subprocessor means any Data Processor engaged by Ricoh to assist in fulfilling the Purposes. Subprocessors may include affiliates of Ricoh.

16.2 If there is any conflict, inconsistency, or ambiguity between these Data Processing Terms and:

- (a) the Agreement, then these Data Processing Terms will take precedence and govern the rights and obligations of the parties solely with respect to any conflict, inconsistency, or ambiguity concerning the Processing of Personal Data related to the Purposes.
- (b) the Standard Contractual Clauses, then the Standard Contractual Clauses will take precedence and govern the rights and obligations of the parties.

16.3 In these Data Processing Terms:

- (a) references to **Sections**, **Schedules**, paragraphs, clauses, and similar are to those in these Data Processing Terms.
- (b) headings are for convenience only and will not affect interpretation.
- (c) references to a party and the parties refer to Customer and Ricoh.
- (d) references to including, includes, and similar terms will be treated as being examples and will not limit the general applicability of the related statement(s) unless otherwise stated.