

**Ricoh USA, Inc.**  
**Terms and Conditions for As a Service Subscriptions**

**1. Agreement Structure**

- 1.1 Customer may obtain Services and Products from Ricoh by entering into Order Forms.
- 1.2 Each Order Form will (a) incorporate these As a Service Terms and (except as specified in Section 9 (Software and Cloud Services)) the applicable Additional Terms, and (b) be treated as a separate, independent agreement between Customer and Ricoh.
- 1.3 For some types of Services and Products, Customer and Ricoh may also agree to a Project Plan, which will be treated as forming part of the Order Form. References to an Order Form will include the Project Plan(s) agreed to for that Order Form.
- 1.4 If there is a conflict between these As a Service Terms, the applicable Additional Terms, and an Order Form, then the conflict will be resolved in the following order of priority:
  - (a) specific amendments to these As a Service Terms or the applicable Additional Terms agreed to by Customer and Ricoh in the Order Form, then
  - (b) the applicable Additional Terms, then
  - (c) these As a Service Terms, then
  - (d) the Order Form, then
  - (e) (if any) the Project Plan(s).

**2. Payment**

- 2.1 The fees, rates, and other charges for the Services and Products will be described in the Order Form.
- 2.2 Payments are due no later than 10 days after the date of the applicable invoice, unless otherwise stated in the Order Form. Customer must remit payments to Ricoh in the form of company checks, direct debit, or wires only.
- 2.3 All fees, rates, and other charges are exclusive of all Governmental and Similar Charges. Ricoh will invoice Customer for the Governmental and Similar Charges to the extent incurred (or required to be collected and remitted) by Ricoh.
- 2.4 If Customer fails to pay any invoiced amount within 10 days of its due date, then Ricoh may assess (and Customer must pay) an additional late payment fee of up to 5% of the overdue payment (but in no event greater than the maximum amount allowed by applicable law).
- 2.5 If Customer (reasonably and in good faith) disputes an amount on a given invoice (excluding fixed or minimum fees, rates, or charges described in the Order Form), then Customer must pay to Ricoh all non-disputed amounts and provide to Ricoh prompt written notice (with supporting documentation) of the disputed amounts. Ricoh will not charge a late payment fee on any amounts that Customer disputes in accordance with this Section.
- 2.6 Unless otherwise stated in the Order Form, Customer agrees that no cooperative or group purchasing organization or similar contract is being (or will be) used or leveraged by Customer in connection with the Order Form.

**3. Term Length and Termination**

- 3.1 The Order Form is binding on Customer when executed by Customer and will be binding on Ricoh following Customer's execution on the earlier of (a) the date on which Ricoh begins fulfilling the Order Form, or (b) the date that Ricoh executes the Order Form.
- 3.2 An Order Form will commence upon the Effective Date and will continue for the Term (unless earlier terminated in accordance with these As a Service Terms, the applicable Additional Terms, or the Order Form).
- 3.3 Ricoh may terminate an Order Form by giving to Customer at least 30 days' advance notice of termination.
- 3.4 Expiration or termination of an Order Form will not affect any other Order Forms.
- 3.5 Upon expiration or termination of an Order Form, Customer will:
  - (a) allow Ricoh a reasonable period to remove from Customer's locations any equipment, tools, supplies, documents, and other property owned, leased, or controlled by Ricoh;
  - (b) pay to Ricoh all fees, rates, and other charges incurred by Customer through the date of expiration or termination; and

(c) pay to Ricoh any applicable termination fee or other amounts due upon expiration or termination.

#### **4. Default**

- 4.1 Ricoh may suspend or terminate providing Services or Products (in whole or in part) if Customer fails to pay any amount due within 10 days of its due date.
- 4.2 Customer and Ricoh each have the right to terminate an Order Form (in whole or in part) immediately:
- (a) if the other party breaches any material term or condition of these As a Service Terms, the applicable Additional Terms, or an Order Form, and that breach continues un-remedied for a period of 30 days after the breaching party is notified in writing of the breach; however, that 30-day remedy period will not apply in situations where the breach is not reasonably able to be cured; or
  - (b) if the other party experiences an Insolvency Event.

#### **5. Cooperation**

- 5.1 While at Customer's site, Ricoh's Personnel will comply with Customer's reasonable site safety and security policies, as long as those policies are first provided in writing in advance to Ricoh, do not conflict with these As a Service Terms, the applicable Additional Terms, or the Order Form, and do not impose any additional financial or legal burden on Ricoh.
- 5.2 Customer will adequately prepare and provide to Ricoh access to Customer's facilities, networks, systems, hardware, software, data, other products and services, and Customer Personnel, and will otherwise cooperate with Ricoh in the design, implementation, delivery, support, administration, and management of the Services and Products.
- 5.3 Customer will promptly obtain and maintain all Required Consents necessary for Ricoh to access, use and/or modify Customer's facilities, networks, systems, hardware, software, data, and other products and services in connection with an Order Form. If Customer is unable to obtain or maintain a Required Consent, then Customer will promptly notify Ricoh.
- 5.4 Customer will make and maintain adequate data backups and install and maintain adequate anti-virus software and other information security processes and procedures for its business.
- 5.5 Ricoh will be excused from performing any obligations that are affected by Customer's failure or inability to comply with Customer's obligations in this these As a Service Terms (including this Section 5 (Cooperation)), the applicable Additional Terms, or the Order Form.

#### **6. Confidentiality**

- 6.1 Neither Customer nor Ricoh may disclose (and Customer and Ricoh must each ensure that its employees, agents, and subcontractors do not disclose) to any third-party any Confidential Information of the other party without the other party's prior written consent (other than Ricoh's disclosures to authorized representatives of Customer or to employees, agents, or subcontractors of Ricoh who have a need to access such Confidential Information in connection with providing Services or Products).
- 6.2 These As a Service Terms, the Additional Terms, and the Order Form are Ricoh's Confidential Information.

#### **7. Personal Data Processing**

Customer and Ricoh each acknowledge that, to the extent that Customer uses Personal Data in conjunction with Services or Products, additional terms are required under Data Protection Laws to govern the Processing that Ricoh will conduct to provide the Services or Products with respect to that Personal Data. So, Customer and Ricoh agree to the Data Processing Terms.

#### **8. Intellectual Property**

- 8.1 All ownership rights in and to Ricoh Property will vest in and belong to Ricoh.
- 8.2 Nothing contained in these As a Service Terms, the applicable Additional Terms, or the Order Form will 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 or other Intellectual Property Rights that existed prior to the provision of Services or Products under the Order Form or that may be independently developed by Ricoh outside the scope of the Order Form.
- 8.3 Subject to Customer paying all applicable fees, rates, and other charges and applicable Governmental and Similar Charges, Ricoh grants to Customer a worldwide, nonexclusive, non-transferable, license solely for its internal business purposes to use, display, and distribute (within Customer's organization only) the Deliverables (except as otherwise limited under these As a Service Terms, the Additional Terms, or the Order Form). For clarity, that license relates to Deliverables only, and Services and Products are not Deliverables.

8.4 Customer will not reverse engineer, disassemble, decompile, adapt, modify, translate, or otherwise attempt to derive or gain access to, create derivative works of, or remove any proprietary or notices, labels, or marks of any software, source code, or other Intellectual Property Right in any Software, Cloud Service, other Products, or Services.

## **9. Software and Cloud Services**

9.1 All Software and Cloud Services are subject to the server, seat, quantity, and/or other usage restrictions in the applicable Software License and Cloud Services Terms and the restrictions in these As a Service Terms, the applicable Additional Terms, and the Order Form.

9.2 Customer is responsible for entering into and complying the applicable Software License and Cloud Services Terms.

9.3 Customer understands and agrees that (a) Software Licenses and Cloud Services Terms that are entered into between Customer and the Licensor are independent agreements entered into between Customer and the Licensor, and (b) Customer's rights and obligations with respect to Software and Cloud Services, as well as those of the Licensor, are solely as set forth in the applicable Software License and Cloud Services Terms.

## **10. Insurance**

10.1 Customer and Ricoh each represent and warrant to the other that it maintains and will maintain, through self-insurance or otherwise, reasonable amounts of general liability, automobile liability (if applicable), property insurance (for owned, rented or leased equipment/property used by it), professional liability/error and omissions (if applicable), and workers' compensation insurance in the amount required by law.

10.2 For the (a) general liability insurance, each party will include the other party as an additional insured and the policy will not contain exclusions for cross liability between insureds, and (b) general liability insurance and automobile liability insurance, the insurance will be endorsed so the insurer will waive subrogation rights against the other party.

10.3 The insurance policies required by this Section must be (a) primary and non-contributory for a party's exposure relative to any insurance purchased or maintained by the other party, and (b) evidenced by a certificate of insurance containing a signature by a duly authorized representative of the insurer providing such insurance cannot be canceled without 30 days' written notice to the other party.

10.4 Promptly following the other party's request, each party will provide to the other party evidence of the insurance coverage required by this Section. Failure to maintain adequate insurance does not relieve liability and the insurance limits provided may not be construed to limit liability.

10.5 Customer and Ricoh each agree to require all of its applicable subcontractors to maintain similar insurance coverages as those described in this Section.

## **11. Warranties and Disclaimers**

11.1 Ricoh and Customer each represent and warrant to the other that it has full capacity and authority and has obtained all necessary consents to enter into and perform under these As a Service Terms, the applicable Additional Terms, and the Order Form.

11.2 Ricoh warrants to Customer that the Services will be performed: (a) in a good and workmanlike manner; (b) using reasonable care and skill; and (c) according to the description contained in the applicable Additional Terms and the Order Form. Ricoh will reperform 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 30 days after those Services are performed. **This reperformance will be Customer's sole and exclusive remedy for Ricoh's non-compliance with the warranty in this Section.**

11.3 **No warranties are created by any course of dealing, course of performance, trade usage, or industry custom.**

11.4 **Except as otherwise expressly set forth in these As a Service Terms, the Additional Terms, or the Order Form: (a) Ricoh makes no (and disclaims all) warranties of any kind (express or implied) related to any Services or Products (including any implied warranty of merchantability, fitness for a particular purpose, or freedom from infringement or third-party Intellectual Property Rights); and (b) Ricoh will not be liable to Customer or any third party for any damages resulting from or related to any failure of Software or Cloud Services (including loss of data) or delay of delivery of Services or Products.**

11.5 **Despite anything in these As a Service Terms, the applicable Additional Terms, or the Order Form to the contrary: (a) Ricoh has no right, title, or interest in any Third-Party Software, Third-Party Cloud Services, or any open-source software; and (b) Ricoh makes no (and disclaims all) warranties of any kind (express**

or implied) related to any Third-Party Software, Third-Party Cloud Services, or any open-source software (including any implied warranty of merchantability, fitness for a particular purpose, or freedom from infringement or third-party Intellectual Property Rights).

- 11.6 **Despite anything in these As a Service Terms, the applicable Additional Terms, or the Order Form to the contrary: (a) Customer is responsible for ensuring its own compliance with any and all applicable legal, regulatory, business, industry, security, compliance, and storage requirements (including relating to data retention, protection, destruction and/or access); and (b) Ricoh does not provide legal, accounting, or tax advice or represent or warrant that any Services or Products will guarantee or ensure compliance with any legal, regulatory, business, industry, security, compliance, and storage requirements law, regulation, or other requirement.**
- 11.7 Customer represents and warrants to Ricoh that: (a) Customer violates no Intellectual Property Rights or confidentiality agreements of any third parties by having Ricoh provide Services or Products; and (b) Customer, its employees, and its agents must not provide to Ricoh any document, technology, software, or item for which any authorization or license is required under any Import/Export Law.

## 12. Indemnification

- 12.1 Each of Customer and Ricoh (**Indemnifying Party**) will indemnify, defend, and hold harmless the other and its Affiliates (**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, to the extent caused by the negligent acts or omissions or willful misconduct of the Indemnifying Party, its employees, or agents.
- 12.2 If Customer complies with its obligations in this Section 12.2, then Ricoh will indemnify, defend, and hold harmless Customer from all third-party claims incurred by Customer alleging that a Service or a Ricoh Product infringes the Intellectual Property Rights of a third party (an **Infringement Claim**). Customer must (a) promptly notify Ricoh in the event of the threat or initiation of an Infringement Claim, and (b) delegate to Ricoh full control of the defense or settlement of the matter. If an Infringement Claim occurs (or may occur, in Ricoh's reasonable judgement), then Ricoh may (at its expense and option): (1) modify the Service or Ricoh Product to make it non-infringing while retaining the same or materially equivalent functionality; (2) obtain for or on behalf of Customer a license to continue using the Service or Ricoh Product; (3) replace the Service or Ricoh Product with a service or product with the same or materially equivalent functionality; or (4) if the previous options are not commercially reasonable (in Ricoh's good faith judgment), terminate the relevant Order Form (in whole or in part) and issue to Customer a pro-rata refund of the fees, rates, and other charges paid in advance under the Order Form for the affected Service or Ricoh Product. Ricoh's obligations in this Section 12.2 will not apply to the extent that the Infringement Claim arises out of or relates to: (A) Customer's unauthorized acts or omissions (including Customer's failure to obtain or maintain a Required Consent); (B) customized portions of a Service or Ricoh Product designed in accordance with Customer's specifications; (C) alterations to a Service or Ricoh Product which are not performed by Ricoh; (D) infringing services, property, equipment, hardware, software, information, data, or other materials or intellectual property that is not provided by Ricoh; or (E) use of a Service or Ricoh Product in combination with other services, property, equipment, hardware, software, information, data, or other materials or intellectual property that is not supplied by Ricoh. **This Section is Customer's sole and exclusive remedy for any claim that a Service or a Ricoh Product infringes the Intellectual Property Rights of a third party.**
- 12.3 Customer will indemnify, defend, and hold harmless Ricoh and its Affiliates from and against any third-party claim, fine, penalty, suit, demand, liability, cause of action, damage, or cost (including reasonable attorneys' fees and court costs) to the extent arising out of or relating to any actual or alleged: (a) violation of any law or regulation in connection with Customer's use of Services or Products (including claims relating to Customer's use of regulated data in connection with a Service or Product); or (b) infringement of any Intellectual Property Right in connection with Customer's use of Services or Products (including claims (1) arising from copying/processing materials provided by Customer, and (2) Customer's failure to obtain or maintain a Required Consent).
- 12.4 Each party will promptly notify the other in the event of the threat or initiation of any claim, demand, action or proceeding to which the obligations in this Section 12 may apply.

## 13. Limitations

**The limitations in this Section 13 will apply even if the non-breaching party's remedies fail of their essential purpose. To the maximum extent allowed:**

- 13.1 **In no event will Ricoh's total cumulative liability arising out of or relating to an Order Form, whether**

**arising out of or relating to breach of contract, tort (including negligence), or otherwise, exceed (in the aggregate and irrespective of the total number of claims or claimants) the amount Ricoh received from Customer under that Order Form during the 6-month period immediately preceding the first event(s) giving rise to any claim(s).**

- 13.2 **In no event will either party be liable for consequential, incidental, punitive, or indirect damages (including any damages for business interruption, loss of use, revenue, or profit), whether arising out of or relating to breach of contract, tort (including negligence), or otherwise, regardless of whether those damages were foreseeable and whether or not the breaching party was advised of the possibility of those damages. For clarity, this does not limit Customer's obligation to pay amounts due under an Order Form (including fixed or minimum fees, rates, or charges or any amounts due upon termination).**

#### **14. General**

- 14.1 **Survival.** Without limiting the survival of any other provisions of these As a Service Terms, the applicable Additional Terms, or the Order Form, Ricoh and Customer agree that the terms of Sections 3.5 (describing effects of termination and expiration), 6 (Confidentiality), 11 (Warranties and Disclaimers), 12 (Indemnification), 13 (Limitations), and 14 (General) will survive the expiration or earlier termination of the Order Form.
- 14.2 **Lawful Purposes.** Customer must not use any Services or Products for any unlawful purpose and Customer will at all times remain solely responsible for complying with all applicable Import/Export Laws and for obtaining any applicable authorization or license under Import/Export Laws.
- 14.3 **Signatures.** Customer and Ricoh each agree that electronic signatures of the parties on the Order Form (and any amendments) will have the same force and effect as manual signatures. The Order Form (and any amendments) may be executed in two or more counterparts, each of which will be considered to be an original.
- 14.4 **Delivery Dates.** Delivery dates specified by Ricoh are estimates only. Ricoh will use good faith efforts to meet these estimates. Ricoh may deliver Services or Products in advance of the specified delivery date, as long as Ricoh gives to Customer reasonable advance notice of the date change. Ricoh will notify Customer promptly after becoming aware that a delay in delivery is expected.
- 14.5 **Substitutions.** Ricoh may from time to time (before or after delivery) substitute or change the technical specifications for any Services or Products (or versions, models, aspects, or components of any Services or Products), as long as the substitution or change does not (a) have a material adverse effect on performance or functionality when compared to the Services or Products as ordered, and (b) involve an increase in the fees, rates, and other charges under the Order Form.
- 14.6 **Quantities.** Before delivery, Ricoh may (after providing to Customer written notice) remove or reduce the quantity of a Service or Product from an Order Form if it is no longer reasonably possible for Ricoh to obtain (or obtain material aspects or components of) the Service or Product (at all or at a commercially reasonable price). If that occurs, then Ricoh will use good faith efforts to offer to Customer a comparable alternative Service or Product.
- 14.7 **Updates.** Ricoh may update these As a Service Terms and the Additional Terms 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 the 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. No other amendments or modifications to these As a Service Terms, the Additional Terms, or the Order Form will be binding unless made in a writing signed by Customer and Ricoh.
- 14.8 **Uncontrollable Events.** Ricoh will have no liability for failure or delays in performing its obligations (including failure to deliver or delays in delivering Services or Products) to the extent caused by Uncontrollable Events. If Uncontrollable Events arise that modify in a material negative manner (as Ricoh determines in its reasonable judgement) Ricoh's ability to provide Services or on of Products, then Ricoh will use good faith efforts to continue providing the Services and Products; however, Ricoh may, upon 30 days' advance notice to Customer, increase the (or add) fees, rates, and other charges related to those Services and Products by a reasonable amount related to the Uncontrollable Events.

- 14.9 **Notices.** Except as otherwise stated in these As a Service Terms or the applicable Additional Terms, all notices must be given in writing by the party sending the notice to the party receiving the notice at its address shown in the Order Form (or to any other notice address specified by that party in writing) with postage prepaid. For notices to Ricoh, Customer must also send a copy to: Ricoh USA, Inc., 300 Eagleview Boulevard., Suite 200, Exton, PA 19341, Attn: As A Service Subscriptions.
- 14.10 **Promotional Materials.** Neither Customer nor Ricoh may (orally or in writing): (a) make any media release or issue any promotional materials concerning their relationship under these As a Service Terms, the applicable Additional Terms, or the Order Form or their subject matter; nor (b) use any trade name, service mark, logo, or trademark of the other party without the prior written approval of the other party (which will not be unreasonably withheld, conditioned or delayed).
- 14.11 **Governing Law.** Subject to Section 9 (Software and Cloud Services), Customer and Ricoh agree that these As a Service Terms, the applicable Additional Terms, and the Order Form will be governed by the laws of the State of Delaware both as to interpretation and performance, without regard to its choice of law rules or requirements.
- 14.12 **Waiver of Jury Trial. Customer and Ricoh each irrevocably and unconditionally waive, to the fullest extent permitted by law, any right that it may have to a trial by jury in any legal action, proceeding, cause of action, or counterclaim arising out of or relating to these As a Service Terms, the applicable Additional Terms, the Order Form, or the transactions contemplated by those documents.**
- 14.13 **Subcontracting.** Customer agrees that Ricoh may from time to time (in Ricoh's sole discretion) engage subcontractors (including non-U.S. subcontractors) to perform any portion of the Services or provide Products on Ricoh's behalf. If Ricoh engages a subcontractor, then Ricoh will be responsible for the subcontractor's performance in accordance with these As a Service Terms, the applicable Additional Terms, and the Order Form, and a breach of those terms by Ricoh's subcontractor will be considered a breach by Ricoh. Within a reasonable time following Customer's written request, Ricoh will provide to Customer reasonably available information about its relevant subcontractors.
- 14.14 **Assignment.** Customer may not assign these As a Service Terms, the applicable Additional Terms, an Order Form, or any of its rights or obligations under those documents (whether voluntarily or by process of law) without Ricoh's prior written consent (which will not be unreasonably withheld, conditioned, or delayed). Ricoh may from time to time (in Ricoh's sole discretion) assign these As a Service Terms, the applicable Additional Terms, an Order Form, or any of its rights or obligations under those documents (including the right to receive payments) or pledge to a third party any payments due to Ricoh.
- 14.15 **Waiver and Severability.** Except as otherwise provided in these terms, the applicable Additional Terms, or the Order Form, either party's delay or failure to enforce at any time any provision of these As a Service Terms, the applicable Additional Terms, or the Order Form will in no way be construed to be a waiver of that provision or affect the right of that party to enforce every provision of these As a Service Terms, the applicable Additional Terms, and the Order Form. If any provision of these As a Service Terms, the applicable Additional Terms, or the Order Form is held to be invalid or unenforceable, that provision will be construed by modifying it to the minimum extent necessary to make it valid or enforceable (if permitted by law) or, if not permitted by law, then the provision will be construed as though these As a Service Terms, the applicable Additional Terms, or the Order Form did not contain the provision held to be invalid or unenforceable.
- 14.16 **No Third-Party Beneficiaries.** These As a Service Terms, the applicable Additional Terms, and the Order Form are for the sole benefit of Customer and Ricoh. Nothing (express or implied) confers upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these As a Service Terms, the applicable Additional Terms, or the Order Form.
- 14.17 **Complete Agreement.** Customer and Ricoh agree that these As a Service Terms, the applicable Additional Terms, and the Order Form constitute the sole and the entire agreement between Customer and Ricoh regarding their subject matter and supersede all prior or contemporaneous written or oral communications, understandings, or agreements between Customer and Ricoh relating to that subject matter. No purchase order or other ordering documents issued by Customer will modify or affect these As a Service Terms, the applicable Additional Terms, or the Order Form or have any legal force or effect other than to identify the Services and Products ordered under the Order Form. Customer agrees that Customer (a) has obtained (or has had the opportunity to obtain) the advice of legal counsel before executing the Order Form (and any amendments), and (b) has elected to execute the Order Form (and any amendments) understanding that these As a Service Terms, the applicable Additional Terms, and the Order Form will apply.

**15. Definitions and Interpretation**

- 15.1 In these As a Service Terms, the Additional Terms, and the Order Form, the capitalized terms listed below have

the meanings given to them below.

**Additional Terms** means the additional terms and conditions applicable to certain Services or Products, which (a) are included in a Schedule to these As a Service Terms (for example, the Additional Terms for Print-in-One Service attached to these As a Service Terms as Schedule 1), (b) Customer and Ricoh agree to in writing, or (c) Ricoh otherwise provides to Customer in connection with an Order Form.

**Affiliate** means, with respect to any specified person or entity, any other person or entity that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such specified person or entity. For purposes of this definition, **control**, when used related to any specified person or entity, means the power to direct the management and policies of such person or entity, directly or indirectly, whether through ownership of voting securities, by contract or otherwise, and the term **controlled** has a correlative meaning.

**As a Service Terms** means these Ricoh USA, Inc. Terms and Conditions for As a Service Subscriptions, as Ricoh updates these from time to time.

**Cloud Services** means web-based cloud services (as may be updated by the Licensor from time to time, whether by amendment, configuration, updates, upgrades, patches, or new versions of that service), which Ricoh provides to Customer under an Order Form.

**Cloud Services Terms** means the applicable agreements, license terms, or subscription terms relating to the Cloud Services (whether pursuant to written, click-through, shrink-wrap, or other agreements), which are entered into between (a) Customer and Ricoh or its Affiliate, for Ricoh Cloud Services, or (b) Customer and the third-party provider of the Cloud Services, for Third-Party Cloud Services.

**Confidential Information** means information in any form which may be disclosed in the performance of the Order Form and which: (a) is identified as confidential; or (b) should reasonably be understood by the receiving party to be confidential and proprietary. This includes information relating to the Services and Products, data used or generated in the provision of the Services and Products, or any of a party's products, operations, processes, plans or intentions, know-how, trade secrets, market opportunities or business affairs; however, Confidential Information does not include information which: (1) at the time of disclosure is in the public domain; (2) after disclosure becomes part of the public domain by publication or otherwise through no fault of the receiving party; (3) is required to be disclosed pursuant to applicable federal, state or local law, regulation, or a valid order issued by a court or governmental agency of competent jurisdiction; or (4) can be established to have been independently developed and so documented by the receiving party or obtained by the receiving party from any person not in breach of any confidential obligations to the disclosing party.

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

**Data Processing Terms** means the Ricoh USA, Inc. Data Processing Terms for As a Service Subscriptions (as the same are amended from time to time), available at <https://www.ricoh-usa.com/en/about-us/ricoh-master-subscription-terms-and-conditions> or the successor locations that Ricoh designates from time to time.

**Data Protection Laws** has the meaning given to it in the Data Processing Terms.

**Deliverables** means all reports, documents, or other materials that are produced by or on behalf of Ricoh that are supplied to Customer in conjunction with the provision of Services or Products. For clarity, Deliverables does not include Services or Products.

**Effective Date** means the effective date set out in the Order Form or the date that Ricoh starts to provide Services or Products (if that date is later).

**Governmental and Similar Charges** means federal, state, municipal, or other governmental excise, sales, use or similar taxes (other than taxes relating to Ricoh's income), as well as all levies, import duties, tariffs, or other similar charges (whether international, national, state, or local) levied or imposed on Ricoh in connection with an Order Form.

**Hardware** means all hardware products that Ricoh provides to Customer under the Order Form.

**Import/Export Laws** means import, export, and re-export control laws and regulations.

**Indemnified Party** has the meaning given to it in Section 12.1.

**Indemnifying Party** has the meaning given to it in Section 12.1.

**Infringement Claim** has the meaning given to it in Section 12.2.

**Insolvency Event** means an entity 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.

**Intellectual Property Rights** means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

**Licensor** means the entity with whom Customer enters into a Software License or Cloud Services Terms.

**Order Form** means an order form in writing entered into between Ricoh and Customer which incorporates these As a Service Terms, the applicable Additional Terms, and any relevant Project Plan(s), and which specifies what Services and Products Ricoh will provide to Customer.

**Personal Data** has the meaning given to it in the Data Processing Terms.

**Personnel** means a party's employees, subcontractors, and agents.

**Processing** has the meaning given to it in the Data Processing Terms.

**Products** means Ricoh Products and Third-Party Products.

**Project Plan** means a document agreed to between Customer and Ricoh (which may or may not be titled a "Project Plan") setting out details in relation to the Services or Products to which it relates (for example, technical specifications).

**Required Consent** means any consent or approval required to give Ricoh and its Personnel the right to perform Services or provide Products in connection with accessing, using, or modifying (including creating derivative works of) Customer's or a third party's software, services, hardware, firmware, and other products or services used by Customer without infringing the Intellectual Property Rights of the providers or owners.

**Ricoh** means Ricoh USA, Inc.

**Ricoh Cloud Services** means Cloud Services that are owned by Ricoh or Ricoh's Affiliates.

**Ricoh Hardware** means Hardware that is manufactured by Ricoh or Ricoh's Affiliates.

**Ricoh Products** means Ricoh Hardware, Ricoh Software, and Ricoh Cloud Services.

**Ricoh Property** means Intellectual Property Rights prepared or created by Ricoh in the course of providing Services or Products (including the design, development and delivery of all inventions, business methods, processes, concepts, drawings, designs, blueprints, photographs, sketches, works of authorship, reports, plans, software (in source and object code format), documentation, databases, data, information and other materials (whether intangible or tangible)). However, Ricoh Property does not include (and Ricoh will not acquire ownership of) data, materials, or content provided by Customer.

**Ricoh Software** means Software which is owned by Ricoh or Ricoh's Affiliates (together with any updates and upgrades to, and revisions, new releases, and new versions of, that Software) and is provided by Ricoh under an Order Form (but excludes any Third-Party Software and Cloud Services).

**Services** means any services that Ricoh will provide to Customer as specified in an Order Form. For clarity, this does not include Cloud Services.

**Software** means computer software, including any databases forming part of or used with the software, but excludes firmware installed in any Ricoh Hardware or Third-Party Hardware (which will be treated as forming part of the Hardware).

**Software License** means the applicable agreements, license terms, or subscription terms relating to the Software (whether pursuant to written, click-through, shrink-wrap, or other agreements), which are entered into between (a) Customer and Ricoh or its Affiliate, for Ricoh Software, or (b) Customer and the third-party supplier of the Third-Party Software, for Third-Party Software.

**Term** means the term length of the Order Form as set out in the Order Form. If no term length is set out in the Order Form, then **Term** means the period from the Effective Date until the date that is the earlier of the date when (a) both parties have fulfilled their obligations under the Order Form, or (b) the Order Form is terminated.

**Third-Party Cloud Services** means Cloud Services that are not owned by Ricoh or Ricoh's Affiliates.

**Third-Party Hardware** means Hardware that is not manufactured by Ricoh or a Ricoh Affiliate.

**Third-Party Products** means Third-Party Hardware, Third-Party Software, and Third-Party Cloud Services.

**Third-Party Software** means Software which is not owned by Ricoh or Ricoh's Affiliates (together with any updates and upgrades to, and revisions, new releases and new versions of, that Software) and is provided by Ricoh under an Order Form (but excludes Cloud Services).

**Uncontrollable Events** means causes beyond Ricoh's control, including natural disasters, extreme weather,



floods, transportation suspensions or delays, infrastructure failures, utility outages, demonstrations, pandemics, epidemics, plague, outbreaks of infectious disease, public health crises (including quarantine or other employee restrictions), prohibitions or restrictions on traveling, strikes, lockout, fires, embargoes, war or other outbreak of hostilities, inability to obtain materials or shipping space, receipt of orders in excess of Ricoh's or its supplier's capacity, fuel shortages or material fuel cost increases, machinery breakdowns, delays of carrier or suppliers, governmental acts and regulations (including restrictions on meeting or working in groups), unavailability of services, personnel or materials or other causes beyond Ricoh's control.

15.2 In these As a Service Terms, the applicable Additional Terms, and the Order Form:

- (a) references **Sections, Schedules**, paragraphs, clauses, and similar are to those in these As a Service Terms, the applicable Additional Terms, or the Order Form (as applicable).
- (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.