

TERMS OF SERVICE
RICOH SMART INTEGRATION
CLOUD SERVICE

THE FOLLOWING TERMS AND CONDITIONS ARE A LEGAL AGREEMENT BETWEEN ANY PERSON AND/OR ENTITY USING THE SERVICE (“YOU” OR “CUSTOMER”) AND RICOH COMPANY, LIMITED OR RICOH AFFILIATES OR AUTHORISED DISTRIBUTORS. BY SUBMITTING AN APPLICATION FORM FOR THE SERVICE AS HEREINAFTER DEFINED, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF THE SERVICE, AGREE TO ALL THE TERMS AND CONDITIONS HEREIN, AND CONSENT TO BE BOUND BY AND BECOME A PARTY HERETO. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, RICOH IS UNWILLING TO LICENSE THE SOFTWARE TO YOU AND YOU MUST DISCONTINUE INSTALLATION OF THE SOFTWARE NOW. IN THIS CASE YOU MUST RETURN ALL ACCOMPANYING DOCUMENTATION TO RICOH.

1. Purpose.

These Terms of Service set forth the terms and conditions concerning RICOH’s cloud service named “RICOH Smart Integration” (“**Service**” or “**Cloud Service**”), which enables You, through certain of RICOH’s multi-function printers and other types of printers (collectively “**RICOH MFPs**”), to upload certain data onto cloud storage provided by RICOH or third party, as more specifically described in document(s) to be provided by RICOH. The Service will be supplied to You in accordance with a sale agreement (“**Application Agreement**”) concluded by You and the relevant Ricoh entity or authorised distributor (“**Ricoh**” or “**Vendor**”) and will be provided by Your Vendor to You in accordance with the terms of these Terms of Service. The Application Agreement and these Terms of Service shall together form part of the agreement between You and your Vendor (“**Agreement**”).

2. Service.

- 2.1 The Service may include reasonable amounts of telephone and on-line support as set forth in the Application Agreement. Any on-site support shall not be included in the Service, and may be provided by Your Vendor or its subcontractor subject to payment of additional charges.
- 2.2 You acknowledge and agree that the Service is designed to be operated on the portal page as designated and provided by RICOH (“**Portal Page**”), and that You shall provide Account Information detailed in Section 17 and complete the registration process of the Portal Page in accordance with any terms and conditions provided for the Portal Page which may include the latest version of these Terms of Service.
- 2.3 RICOH uses reasonable endeavours to ensure that the Service will be available 24 hours a day 7 days a week, and, when possible, attempts to schedule

routine preventative maintenance during off-peak hours. However, Your access to and use of the Service may be unavailable for the duration of any unanticipated or unscheduled downtime or unavailability of any portion or all of the Service for any reason, including as a result of power outages, system failures, problems inherent in the use of the internet and electronic communications, failures of RICOH's or its third party service providers (including telecommunications, hosting, and power providers) or other interruptions. Further, RICOH is entitled, without any liability to You, to suspend or limit access to the Service at any time: (i) for scheduled downtime to permit RICOH to conduct maintenance or make modifications to the Service or (ii) in the event of a denial of service attack or other attack on the Service or other event that RICOH determines, in RICOH's sole discretion, may create a risk to the Service, to RICOH or to any of RICOH's other customers if the Service were not suspended. RICOH will take reasonable steps to minimise such disruption where it is within the reasonable control of RICOH. **YOU AGREE THAT RICOH SHALL NOT BE LIABLE FOR ANY INTERRUPTION, OUTAGE, UNAVAILABILITY OR SUSPENSION OF THE SERVICE.**

3. Order.

- 3.1 You must order ("**Order**") a subscription to the Service (or any part of it) by submitting the application form as set forth in the Application Agreement to the Vendor with whom You conclude such Application Agreement. Once Your Order is accepted by Your Vendor, You acknowledge that Your Order under the Application Agreement and provision of the Service by Your Vendor under this Agreement shall be subject to Your acceptance of all of the terms of this Agreement, and to Your payment of any applicable fees in connection with the Service. You also acknowledge that Your Application Agreement and any subsequent Orders will only be between You and Your Vendor and that no other Ricoh entity or authorised distributor can be held liable for the provision of the Service or any related services by Your Vendor to You. In Your Order You shall identify the RICOH MFPs and their locations to be covered by this Agreement and designate one or more employees as an administrator of the Service ("**Administrator**"). Detailed ordering procedure of the Service shall be specified in the Application Agreement.
- 3.2 Within a reasonable time following receipt of the Order, Your Vendor will assess the Order and confirm the information necessary to provide the Service, and issue a document indicating its acceptance of the Order.

4. ID and Password of the Service.

- 4.1 After the confirmation of an acceptance notice of the Order issued by Your Vendor, RICOH will if required, itself or through other designated third party, issue and send to the Administrator an Administrator's ID and Administrator's password necessary for the use of the Service.

4.2 Your employees' use of the Service shall require the assignment of a user ID and password issued by the Administrator. You are solely responsible for selection of users of the Service (collectively "**Users**"), and the assignment of user IDs and passwords to Your employees who use the Service as the Users and control of such IDs and passwords or other access controls. You shall be responsible for all access or use of the Service by the Users. Further, You shall cause all of the Users to comply with all of the terms of this Agreement and provide them a copy if necessary.

5. Preparation of the Service.

5.1 You acknowledge and agree that the commencement and use of the Service are subject to a certain number of conditions:

- the download from the website as designated by RICOH and installation of the application program(s) ("**Application Program**") onto certain RICOH MFPs identified in the Order in accordance with the terms to be agreed by You and Your Vendor,
- You agree that Your access to the Service on such RICOH MFPs will be valid for the term of the Application Agreement, as long as you have the licence rights to use such RICOH MFPs. In particular, in the event Your access to the Service is connected to leased RICOH MFPs, Your access to the Service for such RICOH MFPs will terminate upon expiration of the corresponding RICOH MFPs' leases, unless otherwise agreed in the Application Agreement.

5.2 The Application Program shall at all times be and remain an Intellectual Property Right of RICOH (defined in Section 11.1 hereof), and you shall use the application program in compliance with the restrictions set forth herein with respect to RICOH's Intellectual Property Rights.

5.3 For commencement of use of the Service, each of the Users shall, at its own expenses and responsibility, prepare any information, software, device, and/or any other device(s) necessary for the Service as designated by RICOH (collectively "**Devices**").

5.4 You shall abide by any and all of the terms applied to the Devices as may be imposed or required by RICOH or any third party, including without limitation any license agreement concluded by You and such third party.

6. Fees.

6.1 In consideration of the Services, you shall pay the relevant fee(s) in accordance with the payment terms set forth in the Application Agreement. Non-payment of the relevant fee(s) shall be grounds for suspension of the Service or termination of this Agreement and Your access to the Services.

6.2 In addition to the relevant fee(s), unless otherwise specifically stated in the Application Agreement, You shall be responsible for and agree to pay all taxes, duties, charges and regulatory fees of any type whatsoever that are, or may in the future be, assessed in connection with the provision or use of the Services

including but not limited to any local, county, state, federal or foreign taxes including VAT, sales, duties, use, privilege, excise, utility gross receipts, telecommunication, internet, public utility or other similar assessments.

- 6.3 In addition to the relevant fee(s) for the Services, you are responsible for the fees and charges, if any, associated with the use and operation of your mobile devices and personal computers, such as messaging charges and airtime, and the costs of internet access.

7. Term.

This Agreement shall become effective on the date when Your Order is accepted by Your Vendor. Unless terminated pursuant to the terms of this Agreement or the terms of the Application Agreement, You are entitled to use the Service for the period specified in the Application Agreement, subject to the payment of the relevant fees.

8. License to Use the Service.

- 8.1 Subject to the terms and conditions of this Agreement, RICOH hereby grants You a limited, non-exclusive, non-assignable, non-sublicensable, and non-transferable license to access and use the Service on RICOH MFPs for the term of the Application Agreement and to allow Users to use the Services solely for its own business purposes and not for purposes of any further distribution or resale. This Agreement shall not be deemed to transfer any ownership, title or proprietary rights or other intellectual property rights to the Service to You. All rights not expressly granted hereunder are reserved to RICOH and/or its licensors. RICOH warrants that it has the right to allow You to use the Service accordance with the terms of this Agreement.
- 8.2 RICOH reserves the right to modify, add, or remove features or functions to or from the Service, or to provide programming fixes, enhancements, updates and upgrades, thereto and to convert You to new versions thereof at any time in its sole discretion, without notice and without incurring any liability whatsoever; provided, however, that RICOH shall have no obligation to provide such programming fixes, enhancements, modification, addition, removal, corrections, updates or upgrades.
- 8.3 You undertake to supervise and control use of the Services and ensure that the Services are used by your employees (Users) in accordance with the terms of this Agreement. If any User using the Services breaches any of the terms of this Agreement, You agree to be liable to RICOH under this Agreement as if the breach concerned had been committed by You and agree to indemnify and hold harmless RICOH and Ricoh Indemnified Parties (as defined in Section 14) for any damage, loss caused or costs incurred resulting from such breach and any Service Misuse (as defined in Section 9).

9. Service Misuse.

You agree and covenant that You and the Users will not use the Service for any unlawful purpose. Without limiting the foregoing, You warrant that the Users will not use the Service: (i) to disseminate any content or material that is harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, pornographic, libellous, or otherwise objectionable under applicable laws or community standards; (ii) to disseminate any software viruses or any other computer code, files or programs that may harm, interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (iii) to upload, transmit or post any data or files that You do not have the right to transmit or that would infringe the intellectual property rights or proprietary rights, or rights of publicity or privacy, of any third party or any applicable data protection regulations; (iv) 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; (v) to use the Service in a manner that enables You to avoid any obligation to pay for the Service, or to otherwise disrupt or place an undue burden or demand on the Service or the servers or networks involved with the operation thereof; (vi) to gain unauthorised access to the Service or to access (or attempt to access) another user's site through password mining or any other means; (vii) use the Service to cause or intend to cause embarrassment or distress to, or to threaten, harass or invade the privacy of any third party; or (viii) to use the Service in any way that is illegal or violates any local, state, national or foreign law, ordinance, rule or regulation (collectively, a "**Service Misuse**"). You shall be solely responsible for any damage to any party resulting from any Service Misuse by You or any of the Users.

10. Security.

The Service utilises the public internet and third party networks, and You acknowledge that no provider can absolutely prevent intrusions or interception of data, or guarantee security of information transmitted or accessed over the internet, or maintained on remote servers. You are solely responsible for the security of Your own networks and computers including but not limited to selection and maintenance of any anti-virus, security or fraud prevention technology and such configurations You may deem necessary.

11. Ownership of Intellectual Property; Restrictions.

11.1 You acknowledge and agree that the Service and its relevant programs (including Application Programs) use and contain confidential and proprietary information and technology of RICOH and/or its licensors and embody trade secrets and intellectual property of RICOH and/or its licensors protected under copyright and other laws, and by international treaty provisions. Your rights in the Service and its relevant programs are limited to those license rights expressly granted under this Agreement, and RICOH and/or its licensors retain all rights not expressly granted herein. Without limiting the foregoing, and with respect to the Service and its relevant programs, RICOH and/or its licensors

retain all right, title, and interest in to: (i) all programs and firmware code (source and object), functionality, technology, system or network architecture, databases, tools, reports, user interfaces, URLs and domain names and all modifications thereto; (ii) all trademarks (including logos, slogans, trade names, and service marks), (iii) all trade secrets, ideas, inventions, patents, copyrights and other intellectual property rights with respect thereto; (iv) all evaluations, comments, ideas and suggestions made by You, even if those are incorporated into subsequent versions, and (v) any modifications or derivative works developed from or to any of the foregoing, specifically including any customisations, modifications or alterations to the Service for Your use (collectively, **“RICOH’s Intellectual Property Rights”**). You agree to treat, protect and maintain, RICOH’s Intellectual Property Rights as strictly confidential and shall not disclose RICOH’s Intellectual Property Rights to any third party. Further, no right, title or interest to any trademarks, service marks or trade names of RICOH and/or any of its licensors is granted by this Agreement. In no event shall You alter or remove any copyright notice, trademark notice, and/or proprietary legend set forth on or contained within the Service. RICOH’s licensors are intended third party beneficiaries of the provisions of this Agreement relating to the licensor’s intellectual property that has been incorporated into the Service.

11.2 You agree not to modify, alter or create derivative works based upon all or part of the RICOH’s Intellectual Property Rights and, to the maximum extent permitted by law, agree not to copy, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the RICOH’s Intellectual Property Rights. You agree not to use the RICOH’s Intellectual Property Rights for any purpose other than as provided herein, or to exceed the capacity of any seat, server or similar volume or usage restrictions. You shall not resell, rent, lease, distribute, host as a service, make available for timesharing, provide on a service bureau basis or otherwise make available for the benefit of third parties (whether for a fee or otherwise) the Service or any RICOH’s Intellectual Property Rights, in whole or in part. You shall notify Your employees and agents who may have access to the Service of the terms of this Agreement including any restrictions contained in this Agreement and shall ensure their compliance with all the terms of this Agreement.

11.3 You acknowledge that RICOH may provide You with certain third party websites and services (collectively, **“Third Party Services”**). Where You select features that permit connection to or use of Third Party Services, it is Your sole responsibility to obtain an account with such Third Party, and to pay any fees or charges that may be assessed in connection with Your use thereof. Further, Your use of any Third Party Services shall be subject to the terms and conditions of the respective Third Party license agreements or terms of use, with which You must agree before you access them. RICOH does not promote, endorse, take responsibility for, warrant or guarantee any Third Party Services. Because RICOH has no control

over the Third Party Services, you agree that use of such Third Party Services is at your sole risk and agree that RICOH is not liable for any loss or damage that you may suffer by using such Third Party Services. All Third Party Services are furnished by RICOH WITHOUT SUPPORT, “AS IS” AND WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED.

11.4 Upon the termination of this Agreement (howsoever occurring), Your access will be disabled and you will no longer be able to use the Services.

12. Default; Termination.

12.1 RICOH shall have the right to terminate this Agreement if any of the following occurs: (i) You fail to make timely payment of any fees to Your Vendor set out in the Application Agreement related to the Service and such default continues for a period of ten (10) days after Your receipt of written notice, (ii) You file a petition in bankruptcy, or are adjudicated bankrupt, or a petition in bankruptcy is filed against You and is not discharged within thirty (30) days, or You become insolvent or make an assignment for the benefit of creditors or an arrangement pursuant to any bankruptcy law, or a receiver is appointed for You or Your business, or (iii) You fail to perform or breach any obligation, warranty, representation or covenant under this Agreement and such default continues for a period of fourteen (14) days after Your receipt of written notice. As Your access to the Service is connected to certain RICOH MFPs identified in Your Order, if for any reasons, Your licence rights to use certain RICOH MFPs terminate, Your access to the Service connected to such RICOH MFPs will be terminated at the same time, unless otherwise agreed with RICOH.

12.2 In addition to any other rights it may have hereunder, following written notice and opportunity to cure, RICOH may suspend Your access to the Service for any event that would otherwise permit RICOH to terminate this Agreement or for any Service Misuse. In addition to the foregoing, in the event of emergent circumstances in RICOH’s reasonable discretion, RICOH may suspend, deny or block access to or use of the portal, without notice to You for any of the following reasons: (i) to comply with any law, regulation, court order, or other governmental request or order requiring immediate action, (ii) to prevent interference with, damage to, or degradation of the Service, (iii) to eliminate a condition that is potentially damaging or harmful to other users or RICOH, or (iv) if the Service is used in a manner that may expose RICOH to legal liability. If RICOH, in its sole discretion, believes that Your actions or omissions may be considered criminal in nature, RICOH may forward Your Account Information, including without limitation any personally identifiable information, to the appropriate authorities for investigation and prosecution.

12.3 RICOH may discontinue providing the Service (all or part of it) and/or terminate this Agreement for convenience at any time upon providing You with at least thirty (30) calendar days prior written notice and refunding the unused portion of the annual service fee for the remaining Service Term period.

- 12.4 If RICOH terminates this Agreement for any reason then (i) You remain liable for all fees and obligations incurred through the effective date of termination with respect to the Service; (ii) all licenses and rights to use the Service shall terminate; (iii) You shall immediately remove RICOH's Intellectual Property rights and any program relevant to the Service from Ricoh MFPs, all mobile devices or computers on which it may have been installed, and (iv) except as otherwise stated above, You will not be entitled to the refund of any fees You may have paid under this Agreement or Application Agreement. Neither party shall be liable to the other for any lost profits, loss of revenue, indirect or consequential damages or costs, losses on unfulfilled contracts, or losses of any commitment or investment made in reliance upon this Agreement or the representations of the parties arising or resulting from the termination of this Agreement or loss of data, network downtime. The provisions of this Agreement that are required to give effect to its intent and purposes shall survive termination or expiration of this Agreement.
- 12.5 You acknowledge that a breach of the restriction on use of the Service, the unauthorized use of the Service, the relevant programs or RICOH's Intellectual Property rights, or breach of confidentiality would cause irreparable injury to RICOH for which remedies at law would be inadequate. Accordingly, RICOH may seek immediate injunctive or other equitable relief in a court of competent jurisdiction in connection with any breach or alleged breach of the provisions of this Agreement, without the provision of a bond or other undertaking. The exercise of one right or remedy by RICOH shall not be deemed an election of remedies, or a waiver or estoppel of RICOH's right to exercise any other remedy hereunder or at law or in equity.

13. Disclaimer of Warranties & Limitation of Damages.

- 13.1 You agree that there are risks inherent in Internet connectivity that could result in the loss of Your data and privacy.
- 13.2 THE SERVICE, THE RELEVANT PROGRAMS AND ALL RELATED SERVICES ARE PROVIDED "AS IS" WITH NO WARRANTIES WHATSOEVER. ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, ARE EXPRESSLY DISCLAIMED. TO THE FULLEST EXTENT PERMITTED BY LAW, RICOH DISCLAIMS ANY WARRANTIES FOR THE SECURITY, RELIABILITY, UPTIME, AVAILABILITY, TIMELINESS AND PERFORMANCE OF THE SERVICES. RICOH DOES NOT WARRANT THAT THE FUNCTIONS PERFORMED BY THE SERVICES WILL BE SECURE, PRIVATE, UNINTERRUPTED OR ERROR-FREE, THAT THE SERVERS THAT SUPPORT IT WILL BE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SERVICES WILL FUNCTION OR OPERATE IN CONJUNCTION WITH ANY OTHER

PRODUCT OR SHALL MEET YOUR NEEDS. RICOH DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF ANY FUNCTIONALITY OR APPLICATIONS PROVIDED BY THE SERVICES. YOU UNDERSTAND AND AGREE THAT THE UPLOADING OR SUBMISSION OF ANY DOCUMENTS OR ANY DATA, CONTENT, INFORMATION, MATERIAL OR IMAGE TO RICOH OR THROUGH THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY LOSS, INTERCEPTION OR DAMAGE TO YOUR DOCUMENTS, DATA, CONTENT, IMAGES OR OTHER MATERIALS OR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT MAY RESULT IN SUBMISSION OF SUCH MATERIALS, DOCUMENTS, DATA OR USE OF THE SERVICES. FOR THE AVOIDANCE OF DOUBT, YOU ARE SOLELY RESPONSIBLE FOR BACKING-UP YOUR DATA AND DOCUMENTS. WITHOUT LIMITING ANY OF THE FOREGOING, YOU AGREE THAT ANY AND ALL DISCLAIMERS OF WARRANTIES AND LIABILITIES SET FORTH IN THIS SECTION SHALL ALSO BE APPLIED TO THE THIRD PARTY'S CONNECTED SERVICE AND THE DEVICES DEFINED ABOVE.

13.3 TO THE FULLEST EXTENT ALLOWED BY LAW, THE **“RICOH INDEMNIFIED PARTIES”** (AS DEFINED IN SECTION 14 BELOW) SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF REVENUE, ANTICIPATED PROFITS OR LOST BUSINESS, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY AND PUNITIVE DAMAGES, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES, SERVICES OR REPLACEMENT SERVICES, OR DOWNTIME COSTS, OR LOSS OR DESTRUCTION OF CONTENT OR DATA ARISING OUT OF (I) THE USE OF OR INABILITY TO USE THE SERVICE, (II) ANY TRANSACTION OR TRANSMISSION CONDUCTED THROUGH OR FACILITATED BY THE SERVICE, (III) ANY CLAIM ATTRIBUTABLE TO DEFECTS, ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICES, (IV) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT, OR (V) ANY OTHER MATTER RELATING TO THE SERVICE, EVEN IF RICOH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMERS, WAIVERS AND LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NOTWITHSTANDING THE FOREGOING, THE RICOH INDEMNIFIED PARTIES' LIABILITY FOR: (A) DEATH OR PERSONAL INJURY CAUSED BY THE NEGLIGENCE OF THE RICOH INDEMNIFIED PARTIES' OR THEIR AGENTS OR EMPLOYEES; (B) FRAUDULENT MISREPRESENTATION, OR (C) ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY MANDATORY APPLICABLE LAW; IS NOT EXCLUDED OR LIMITED BY THIS

AGREEMENT, EVEN IF ANY OTHER TERM OF THIS AGREEMENT WOULD OTHERWISE SUGGEST THAT THIS MIGHT BE THE CASE.

13.4 IF FOR ANY REASON LOCAL LAW OF A COUNTRY IN WHICH THE SERVICE IS ACCESSED DOES NOT ALLOW FOR SUCH LIMITATIONS OR EXCLUSIONS, SOME OR ALL OF THE ABOVE MAY NOT APPLY TO YOU. IN THOSE JURISDICTIONS, RICOH INDEMNIFIED PARTIES' AGGREGATE LIABILITY UNDER THIS AGREEMENT AND IN RELATION TO THE SERVICE AND ANYTHING WHICH RICOH HAS DONE OR NOT DONE IN CONNECTION WITH THIS AGREEMENT (AND WHETHER THE LIABILITY ARISES BECAUSE OF BREACH OF CONTRACT, NEGLIGENCE OR FOR ANY OTHER REASON) IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, WHERE IN ANY EVENT RICOH'S AGGREGATE LIABILITY SHALL IN NO EVENT EXCEED THE GREATER OF (I) €5000.00 (FIVE THOUSAND EUROS) OR (II) THE TOTAL AMOUNTS PAID AND PAYABLE BY YOU FOR THE USE OF THE SERVICES.

14. Indemnification.

You understand and agree that You are personally responsible for all activities conducted by You and the Users, or under Your account and passwords, or otherwise in connection with Your use of the Service. You agree to defend, indemnify and hold harmless RICOH and their subsidiaries, affiliates, subcontractors, and licensors, and each of its and their respective officers, directors, agents and employees (collectively, "**RICOH Indemnified Parties**") from and against all losses, expenses, and damages, and all third party suits, claims, judgments and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of (i) any data or files submitted, transmitted, stored, used or processed through the Service, including any claims that such data or files infringes the intellectual property rights of third parties, (ii) any Services Misuse, (iii) Your violation of any terms of this Agreement, (iv) any misappropriation of any RICOH's Intellectual Property Rights or unauthorised disclosure or use of RICOH's confidential information, or (v) violations of the export provisions hereof.

15. Assignment.

This Agreement is personal to You and may not be assigned or transferred without the express written consent of RICOH, which consent may be withheld in RICOH's sole discretion. Any purported or attempted assignment without such consent shall be void and of no force or effect. RICOH shall have the right to assign this Agreement to any parent, affiliate or subsidiary, to any entity into or with which it is merged or to any purchase of the majority of its assets. RICOH may, in its sole and absolute discretion, subcontract or delegate performance of portions of the Service, and may change those assignments from time to time without notice to You.

16. Notices.

Any notice to be given pursuant to this Agreement shall be in writing. You agree that the parties shall provide notices to each other via regular mail, or nationally recognised overnight courier service. You also agree to the use of electronic mail delivery to Your e-mail address on record in RICOH's Account Information for any notices sent to You by RICOH. Non electronic notices to You may be sent to any address indicated in Your Account Information or in the applicable Application Agreement or any subsequent Order. All notices shall be deemed received on the earlier of actual receipt via overnight courier, twelve hours following electronic transmission, or three days following the date of mailing.

17. Information and Personal Data.

RICOH will store and use any contact information You provide to RICOH in connection with an Order, or the activation or registration of Your account, including names, phone numbers, and e-mail addresses, user IDs and passwords of Users and Administrators, country ("**Account Information**") for the purpose of: (i) providing the Service and any related services to You under this Agreement and any subsequent Orders (including support), (ii) for contacting You in relation to Your use of the Service. RICOH may transfer data and Your Contact Information to third party processors in accordance with applicable Data Protection Regulations.

If the use of the Services involve the processing by RICOH of personal data on Your behalf, then **Schedule 1 – "Data Protection"** shall apply.

18. Export Controls.

You shall comply with all export laws and restrictions and regulations of the Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or other United States or foreign agency or authority, and shall not use the Service to export, or allow the export or re-export of any content in violation of any such restrictions, laws or regulations. You represent and warrant that You and the Users are not located in, and are not nationals or residents of any restricted country, and that none of the Users 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. You also agree that You will not use the Service for any purposes prohibited by United States or other countries' laws, including without limitation, for the development, design, manufacture or production of nuclear, chemical, or biological weapons of mass destruction.

19. Independent Contractors.

The Parties are and shall be independent contractors, and nothing herein shall be deemed to cause this Agreement to create an agency, partnership, employment relationship or joint venture between the Parties.

20. Force Majeure.

Neither party shall be liable for failure to fulfil its obligations under this Agreement or for delays in delivery due to causes beyond its reasonable control, including but not limited to act of God, acts or omissions of the other party, man-made or natural disasters (including without limitation earthquake, tidal wave, flood, fire, hurricane and tornado), epidemic, material shortages, war, riot, terrorist acts, strikes, delays in transportation, viruses, utility failures, interruption of telecommunications or the Internet service, or inability to obtain labour or materials through its regular sources. The time for performance of any such obligation shall be extended for the time period lost by reason of the delay.

21. Governing Law.

The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. The governing law and jurisdiction for this Agreement will depend upon where You apply for the use of the Service to the Vendor:

(a) if You apply for the use of the Service in the Americas, this Agreement shall be deemed made under the laws of the State of New York, USA, excluding the choice of law and conflict of law provisions, and any claim against RICOH may be enforced or disputed only and exclusively in the courts of the State of New York,

(b) if You apply for the use of the Service in Europe, the Middle East or Africa, this Agreement shall be deemed made under the laws of the [COUNTRY WHERE RICOH IS BASED], excluding the choice of law and conflict of law provisions, and any claim against RICOH may be enforced or disputed only and exclusively in the courts of England,

To the extent permitted by local law, the parties hereto waive any right they may have to trial by jury.

22. Severability.

If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law or public policy the remaining provisions shall remain in full force and effect.

23. No Waivers.

The failure of either party hereto at any time to exercise its rights under this Agreement shall not be deemed a waiver thereof, nor shall such failure in any way prevent said party from subsequently asserting or exercising such rights.

24. Entire Agreement.

This Agreement and the Applicable Agreement constitute the entire understanding and agreement between the parties hereto with respect to the subject matter of this Agreement and merge all prior communications, understanding and agreements. No amendments shall become effective without written agreement signed by the parties hereto.

25. Amendment.

RICOH shall have the right to amend, in whole or in part, the terms set forth in this Agreement from time to time by seven (7) days prior notice to You on the Portal Page. If You do not agree such amendment, You may terminate this Agreement by written notice to RICOH in the format as designated by RICOH. You shall be deemed to consent to such amendment after the effective date thereof as indicated in the said notice.

If there are discrepancies between the English version of this Agreement and any other language versions of this Agreement, the English version of this Agreement shall prevail.

26. Beta.

26.1 Subject to the terms and conditions of this Agreement, RICOH may also grant You a time-limited, non-exclusive, non-assignable, non-sublicensable, and non-transferable free of charge license (“Beta License”) to access and use the Service on RICOH MFPs, to allow Users to use the Services solely for its own internal use and for testing purposes only and not for business purposes or any further distribution or resale. Certain functionalities may not be available with the Beta version.

26.2 As the Services are being supplied to you on a free of charge basis, the Beta License is expressly limited to a period of ninety (90) days from the date of the activation of the Services, unless sooner terminated. BY YOUR USE OF A BETA LICENSE, YOU UNDERSTAND AND AGREE THAT YOUR RIGHT TO USE THE SERVICES WILL AUTOMATICALLY TERMINATE AFTER THE STATED TIME PERIOD AND THEREAFTER, YOU WILL NOT BE ABLE TO CONTINUE USE OF THE SERVICES UNTIL YOU PURCHASE A FEE-BASED VERSION THEREOF (IF THEN AVAILABLE).

26.3 The Beta Service may include reasonable on-line support if this is set forth in the Application Agreement.

26.4 Following expiration of the Beta License, You accept that RICOH may contact You to request feedback to directly improve the quality of the Services. You agree to report any flaws, errors or imperfections discovered with the Beta Service. RICOH will use best efforts to provide transparency on any improvements, modifications and changes arising from or in connection with the beta Service.

SCHEDULE 1 – DATA PROTECTION

1. Definitions And Interpretation

1.1. Defined terms

Defined terms used in this schedule are as follows:

Data Protection Regulations	<p>all laws applicable to any personal data processed under or in connection with this Agreement, including:</p> <ul style="list-style-type: none">• the Data Protection Directive 95/46/EC (as the same may be superseded by the GDPR);• the Privacy and Electronic Communications Directive 2002/58/EC;• the GDPR, once it comes into effect;• the Data Protection Act 1998 and all other national legislation implementing or supplementing any of the foregoing; and• all associated codes of practice and other binding guidance issued by any Regulator; <p>all as amended, re-enacted and/or replaced and in force from time to time;</p>
GDPR	<p>the General Data Protection Regulation 2016/679;</p>

1.2. Terms from the Data Protection Regulations

When used in this Agreement, the following terms shall have the same meaning as in the Data Protection Regulations:

- (a) personal data;
- (b) data controller;
- (c) data processor;
- (d) processing; and
- (e) supervisory authority.

1.3. Application of this schedule

This schedule sets out the obligations of each party with regard to the processing of personal data under or in relation to the Agreement between Ricoh and Customer of which this schedule forms a part. To the extent of any conflict between this schedule and the rest of this Agreement, the terms of this schedule will take precedence.

2. Processing of personal data under this Agreement

2.1. Personal data to be processed under this Agreement

The personal data to be processed under this Agreement are described in the Appendix to this schedule.

2.2. Compliance with the Data Protection Regulations

Each of Ricoh and the Customer will comply with (and shall ensure that its staff and/or subcontractors comply with) the Data Protection Regulations.

2.3. Relationship and roles of the parties

In relation to the processing of personal data under this Agreement, the parties acknowledge and agree that:

- (a) Customer is the data controller; and
- (b) Ricoh is a data processor;

in relation to the processing. Ricoh agrees that it will process the personal data in accordance with the terms of this Agreement.

2.4. Responsible individuals and enquiries

Ricoh and the Customer will each notify the other of the individual within its organisation authorised to respond from time to time to enquiries regarding the personal data and the processing which is the subject of this Agreement. Ricoh and the Customer shall each deal promptly and reasonably with all such enquiries.

3. Responsibilities of Ricoh

3.1. Processing of personal data by Ricoh

In relation to the processing of personal data under this Agreement, Ricoh shall:

- (a) process the personal data only to the extent necessary in order to provide the Cloud Services and then only in accordance with:
 - (i) the terms of this Agreement;
 - (ii) the Customer's written instructions from time to time;
- (b) implement appropriate technical and organisational measures to ensure a level of security appropriate to the risks that are presented by the processing, in particular protection against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed under this Agreement;
- (c) take all reasonable steps to ensure that only authorised personnel have access to the personal data and that any persons whom it authorises to have access to the personal data will respect and maintain all due confidentiality in relation to the personal data;
- (d) not engage any sub-processors in the performance of the Cloud Services without the prior written consent of the Customer and otherwise in accordance with paragraph 3.2 at all times;
- (e) not do, or omit to do, anything, which would cause the Customer to be in breach of its obligations under the Data Protection Regulations;
- (f) immediately notify the Customer of any actual or alleged incident of unauthorised or accidental disclosure of or access to any personal data or other breach of this Agreement by Ricoh or any of Ricoh's staff, sub-processors or any other identified or unidentified third party (a "**Security Breach**");
- (g) promptly provide the Customer with full cooperation and assistance in respect of any Security Breach and all information in Supplier's possession concerning the Security Breach;
- (h) where applicable in respect of any personal data processed under this Agreement, co-operate with and assist the Customer in ensuring compliance with:
 - (i) the Customer's obligations to respond to requests from any data subject(s) seeking to exercise its/their rights under Chapter III of the GDPR, including by notifying the Customer of any written subject access requests Ricoh receives relating to the Customer's obligations under the Data Protection Regulations; and
 - (ii) the Customer's obligations under Articles 32 – 36 of the GDPR to:
 - (A) ensure the security of the processing;
 - (B) notify the relevant supervisory authority, and any data subject(s), where relevant, of any breaches relating to personal data;
 - (C) carry out any data protection impact assessments (each a "**DPIA**") of the impact of the processing on the protection of personal data; and
 - (D) consult the relevant supervisory authority prior to any processing where a DPIA indicates that the processing would result in a high risk in the absence of measures taken by the Customer to mitigate the risk.

3.2. Sub-processors

Ricoh will ensure that any sub-processor it engages to provide any services on its behalf in connection with this Agreement does so only on the basis of a written contract which imposes on such sub-processor terms equivalent to those imposed on Ricoh in this schedule (the "**Relevant Terms**"). Ricoh shall procure the performance by the sub-processor of the Relevant Terms and shall be directly liable to the Customer for:

- (a) any breach by the sub-processor of any of the Relevant Terms;
- (b) any act or omission of the sub-processor which causes:
 - (i) Ricoh to be in breach of this Agreement; or
 - (ii) Ricoh or the Customer to be in breach of the Data Protection Regulations.

3.3. Monitoring of Supplier's performance

The Customer is entitled to monitor and audit Ricoh's compliance with the Data Protection Regulations and its obligations under this Agreement at any time during normal business hours. Ricoh agrees to provide the Customer promptly with all access, assistance and information that is reasonably necessary to enable the monitoring and audits concerned. If the Customer believes that an on-site audit is necessary, Ricoh agrees to give the Customer unhindered and free access to Ricoh's premises (subject to any reasonable confidentiality and security measures), and to any stored personal data and data processing programs it has on-site. The Customer is entitled to have the audit carried out by a third party subject to the aforementioned conditions.

3.4. Transfers to third parties

If Ricoh transfers any personal data received from or on behalf of the Customer to any third party (which shall include any affiliates of Ricoh) where such third party is located outside the European Economic Area, Ricoh shall in advance of any such transfer seek the written instructions of the Customer.

3.5. Completion of Services

Upon completion of the Cloud Services, Ricoh will either:

- (a) delete; or
- (b) return to the Customer,

all personal data (including copies) processed under this Agreement.

Appendix to Schedule

1. Details of personal data processing under this Agreement

1.1. Background

Under this Agreement, Ricoh provides a web-based cloud service to Customer which is hosted by a third party sub-processor (Amazon Web Services). The cloud service allows Customer to have access to Third Party's Connected Services from the panel of the Ricoh MPFs as described in Section 1 of this Agreement. In particular Customer may upload documents (which may include personal data) onto the cloud storage supplied by Third Party's Connected Services, by scanning such documents using the Ricoh MFPs. Such personal data will be stored and processed by Ricoh (and its third party sub-processor) in accordance with the terms below.

1.2. Description of processing

The processing to be carried out by Ricoh (and its third party sub-processor) is as follows:

- the subject matter of the processing is as described in paragraph 1.1 above and the duration of the processing will be throughout the period within which Ricoh provides the relevant Cloud Service under this Agreement;
- the nature of the processing is as described in paragraph 1.1 above and the purpose of the processing is to enable the performance of the relevant Cloud Service under this Agreement;
- the personal data to be processed will be any personal data that is included in any documents or other data that the Customer enters into the Cloud Service, as described in paragraph 1.1 above and the categories of data subjects are as described in paragraph 1.1 above; and
- the obligations and rights of the data controller in relation to the processing are set out in this schedule to this Agreement.