

**GENERAL TERMS OF SERVICE**  
**RICOH SMART INTEGRATION**  
**AND RELATED SOFTWARE AND APPLICATIONS**

THE FOLLOWING TERMS AND CONDITIONS ARE A LEGAL AGREEMENT BETWEEN ANY PERSON AND/OR ENTITY USING THE SERVICE ("YOU" OR "CUSTOMER") AND AFFILIATES OF RICOH EUROPE PLC OR ITS AUTHORISED DISTRIBUTORS ("RICOH OR VENDOR" AS APPLICABLE). BY SUBMITTING AND FINALISING AN ORDER WITH RICOH FOR THE SERVICE, AND PRIOR TO YOUR USE OF THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THESE TERMS OF SERVICE. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, RICOH IS UNWILLING TO LICENSE THE SERVICE OR ANY ASSOCIATED SOFTWARE OR DOCUMENTATION TO YOU AND YOU MUST IMMEDIATELY DISCONTINUE USE OF THE SERVICE AND INSTALLATION OF ANY ASSOCIATED, AND RETURN ALL ACCOMPANYING DOCUMENTATION TO RICOH. THESE TERMS OF SERVICE TOGETHER WITH YOUR ORDER AND ANY ADDITIONAL APPLICABLE SOFTWARE TERMS SHALL COMPRISE THE LICENSE AGREEMENT BETWEEN THE PARTIES FOR THE USE OF THE SERVICE.

**1. Purpose.**

- 1.1 These Terms of Service set forth the terms and conditions concerning RICOH's cloud service named "RICOH Smart Integration", which enables You to use associated software applications ("**Software**" and/or "**Apps**") through certain devices including multi-function printers and interactive whiteboards ("**Devices**"), as more specifically described in the Service or Software documentation (the "**Service**"). The Service will be supplied to You in accordance with a license agreement ("**License Agreement**") concluded by You and the relevant RICOH affiliate entity (or Vendor) and which will confirm (in an order confirmation) the details of the RICOH affiliate or the Vendor (as applicable), the license period, payment details, applicable Devices and other details relevant to the supply of the Service.
- 1.2 As regards License Agreements between You and RICOH directly, the License Agreement will incorporate these Terms of Service and any additional terms related to any particular Software being licensed as part of the License Agreement (which may include third party license terms).
- 1.3 As regards License Agreements between You and Vendor, the License Agreement will comprise the terms between You and Vendor (including the order confirmation). Additionally, these Terms of Service and any terms applicable to specific Software or Apps (which may include third party license terms) shall apply between You and Ricoh as end user license terms.
- 1.4 In the event of any inconsistency or conflict between the documents comprising the License Agreement between You and RICOH, the documents will be interpreted in the following order of precedence:
  - (i) the order confirmation;
  - (ii) terms applicable to specific Software or Apps;
  - (iii) these Terms of Service.
- 1.5 In the event of any inconsistency or conflict between the documents comprising the License Agreement between You and Vendor, the documents will be interpreted in the following order of precedence:
  - (i) terms applicable to specific Software or Apps;
  - (ii) these Terms of Service (the order confirmation between You and Vendor shall not affect these Terms of Service).

**2. Service.**

- 2.1 The Service may include reasonable amounts of telephone and on-line support as set out in the License Agreement or as described in relevant documentation. 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, and/or certain Software or Apps accessed via the Service, is designed to be operated on a portal page as designated and provided by RICOH ("**Portal Page**"), and that You shall provide account information as reasonably requested by RICOH to complete the registration process for the Portal Page.
- 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.**

2.4 RICOH will use reasonable endeavours to deliver the Service in accordance with the documentation pertaining to the Service.

2.5 The Service and all Software and Apps are made available for business purposes only and may not be used for any personal or household purpose.

### **3. Order.**

3.1 You must order ("**Order**") a subscription to the Service (or any part of it) by submitting a request for a license to the Vendor. Once Your Order is accepted by Your Vendor, You acknowledge that Your Order and provision of the Service by Your Vendor shall be subject to Your acceptance of all of the terms of the License Agreement (including the Terms of Service set out herein), and to Your payment of any applicable fees in connection with the Service. You also acknowledge that Your License 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 or as requested by RICOH or Your Vendor, You shall identify the Devices and their locations to be covered by the License Agreement and designate one or more employees as an administrator of the Service ("**Administrator**") in addition to any other details reasonably requested to setup or administer the License Agreement or the Service.

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 an order confirmation indicating its acceptance of the Order and commencement of the License Agreement.

### **4. ID and Password of the Service.**

4.1 After the order confirmation being 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 the License 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 taking setup actions as instructed by RICOH and/or Your Vendor and/or as set out in the documentation, and which may include the download from the website as designated by RICOH and installation of the Software or Apps onto the relevant Devices identified in the Order.

5.2 You agree that Your access to the Service on such Devices will be valid for the term of the License Agreement and (if applicable, such as in the case of leased devices) as long as you have the licence rights to use such Devices. It is Your responsibility to select the appropriate length of license period for the relevant Devices.

5.3 The Service, including Software and Apps (except third party software) shall at all times be and remain an Intellectual Property Right of RICOH (defined in Section 11.1 hereof), and you shall use the Service in compliance with the restrictions set forth herein with respect to RICOH's Intellectual Property Rights.

- 5.4 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 devices (including mobile devices or personal computers) necessary for the Service as designated by RICOH, and You shall abide by any and all of the terms applied to such 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 Service, you shall pay the relevant fee(s) in accordance with the payment terms set forth in the order confirmation or License Agreement (and in the event that these are not specified, all fees will be invoiced in advance and payable within 30 days of the date of the invoice). Non-payment of the relevant fee(s) shall be grounds for suspension of the Service or termination of the License Agreement and Your access to the Service.
- 6.2 In addition to the relevant fee(s), unless otherwise specifically stated in the License 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 Service 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 Service, 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.
- 6.4 Unless otherwise specified in the License Agreement, all fee(s) shall be payable in full in advance of commencement of the Service.

**7. Term.**

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

**8. License to Use the Service.**

- 8.1 Subject to Your Vendor issuing the order confirmation, RICOH hereby grants You a limited, non-exclusive, non-assignable, non-sublicensable, and non-transferable license to access and use the Service on Devices for the term specified in the License Agreement and to allow Users to use the Service solely for Your own business purposes and not for purposes of any further distribution or resale. The License 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 in accordance with the terms of the License 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 Service and ensure that the Service are used by Users in accordance with the terms of the License Agreement. If any User using the Service breaches any of the terms of the License Agreement, You agree to be liable to RICOH under the License 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 unauthorized access to the Service or to access (or attempt to access) another user's site through password mining or any other means; (vii) to 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 any Software and Apps (except third party software or apps which are subject to third party license terms) 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 the License 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 the License 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 the License 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 the License Agreement including any restrictions contained in the License Agreement and shall ensure their compliance with all the terms of the License 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 the License Agreement (howsoever occurring), Your access will be disabled and you will no longer be able to use the Service.

## **12. Default; Termination.**

12.1 RICOH shall have the right to terminate the License Agreement if any of the following occurs: (i) You fail to make timely payment of any fees to Your Vendor set out in the License 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 the License 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 Devices identified in Your Order, if for any reasons, Your licence rights to use certain Devices terminate, Your access to the Service connected to such Devices 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 the License 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 Page, 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 the License 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 the License 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 Devices, 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 the License 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 the License Agreement or the representations of the parties arising or resulting from the termination of the License Agreement or loss of data, network downtime. The provisions of the License Agreement that are required to give effect to its intent and purposes shall survive termination or expiration of the License 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 the License 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 SOFTWARE AND APPS, 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 SERVICE. RICOH DOES NOT WARRANT THAT THE FUNCTIONS PERFORMED BY THE SERVICE 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 SERVICE 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 SERVICE. 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 SERVICE. 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 THE LICENSE AGREEMENT, EVEN IF ANY OTHER TERM OF THE LICENSE 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 THE LICENSE AGREEMENT AND IN RELATION TO THE SERVICE AND ANYTHING WHICH RICOH HAS DONE OR NOT DONE IN CONNECTION WITH THE LICENSE 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 SERVICE.

**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 Europe PLC and its parent companies, 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 the License 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.**

The License 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 the License 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 the License 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.**

17.1 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 the License Agreement and any subsequent Orders (including support), (ii) for contacting You in relation to Your use of the Service.

17.2 The personal data to be processed under the License Agreement relates to Your use and the Users use of the Service and any Software or Apps in connection with the Service and includes details of who is using the Service, how they are using the Service, personal data which they upload into Ricoh Smart Integration through the use of the Service and other log data.

17.3 RICOH will comply with (and shall ensure that its staff and/or subcontractors comply with) Data Protection Regulations. The parties acknowledge and agree that You are the data controller and Ricoh is the data processor.

17.4 RICOH shall:

- (a) process the personal data only to the extent necessary in order to provide the Service and then only in accordance with (i) the terms of the License Agreement; and (ii) Your 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;
- (c) take all reasonable steps to ensure that only authorised personnel have access to the personal data and that they maintain confidentiality in relation to the personal data;
- (d) subject to Section 17.6, not engage any sub-processors in the performance of the Service without Your prior written consent (and for the purposes of this Section You acknowledge and agree that RICOH may engage Amazon Web Services as a sub-processor in order to provide the hosting element of the Service);
- (e) not do, or omit to do, anything, which would cause You to be in breach of Your obligations under the Data Protection Regulations;
- (f) immediately notify You of any actual or alleged incident of unauthorised or accidental disclosure of or access to any personal data (a "**Security Breach**");
- (g) promptly provide You with full cooperation and assistance in respect of any Security Breach and all information in RICOH's possession concerning the Security Breach;
- (h) co-operate with and assist You in ensuring compliance with Your obligations (i) to respond to requests from any data subject(s) seeking to exercise its/their rights under Chapter III of the GDPR; and (ii) under Articles 32 – 36 of the GDPR.

17.5 RICOH will ensure that any sub-processor it engages to provide any services on its behalf in connection with the License 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 Section 17, and RICOH shall procure the performance by the sub-processor and remain responsible to You directly for such obligations.

17.6 You are entitled to monitor and audit RICOH's compliance with the Data Protection Regulations and its obligations under the License Agreement at any time during normal business hours. RICOH agrees to provide You promptly with all access, assistance and information that is reasonably necessary to enable the monitoring and audits concerned. If You believe that an on-site audit is necessary, RICOH agrees to give You 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. You are entitled to have the audit carried out by a third party subject to the aforementioned conditions.

17.7 The Standard Contractual Clauses will apply to Your data that is transferred outside the EEA, either directly or via onward transfer, to any country not recognised by the European Commission as providing an adequate level of protection for personal data (as described in the GDPR). The Standard Contractual Clauses will not apply to Your data that is not transferred, either directly or via onward transfer, outside the EEA. Notwithstanding the foregoing, the Standard Contractual Clauses (or obligations the same as those under the Standard Contractual Clauses) will not apply if RICOH has adopted an alternative recognised compliance standard for the lawful transfer of personal data (as defined in the GDPR) outside the EEA.

17.8 Upon completion or termination of the Service, RICOH will either delete or return all personal data (including copies) to You.

17.9 For the purposes of this Section 17:

- (a) "**Data Protection Regulation**" means all laws applicable to any personal data processed under or in connection with the License Agreement;
- (b) "**GDPR**" means the General Data Protection Regulation 2016/679;
- (c) "**Standard Contractual Clauses**" means the standard contractual clauses pursuant to the European Commission Decision of 5 February 2010 for the transfer of personal data to processors established in third countries under Directive 95/46/EC; and
- (d) the following terms shall have the same meaning as in the Data Protection Regulations;



- (i) personal data;
- (ii) data controller;
- (iii) data processor;
- (iv) processing; and
- (v) supervisory authority.

**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 the License 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 the License 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 the License Agreement. The governing law for the License Agreement shall be deemed made under the laws of the country where RICOH or Your Vendor (as set out in the order confirmation) is based and the jurisdiction for any claims or disputes in relation to the License Agreement shall be subject to the exclusive jurisdiction of that country's courts, excluding the choice of law and conflict of law provisions. In the event that no such location/country (and therefore no law and jurisdiction) are specified, the governing law shall be English law and the courts of England & Wales shall have exclusive jurisdiction. 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 the License Agreement shall be held by a court of competent jurisdiction to be contrary to law or public policy, or otherwise unenforceable, 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 the License 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.**

The License Agreement constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter of the Service. No amendments shall become effective without written agreement signed by the parties hereto.

**25. Amendment.**

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

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

**26. Beta License.**

26.1 Subject to the terms and conditions of the License Agreement, RICOH may 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 Devices, to allow Users to use the Service 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 Service under a Beta License is supplied to you on a free of charge basis, the Beta License is expressly limited to a period of thirty (30) days from the date of the activation of the Service (or such other period as set out in the order confirmation), unless sooner terminated. BY YOUR USE OF A BETA LICENSE, YOU UNDERSTAND AND AGREE THAT YOUR RIGHT TO USE THE SERVICE WILL AUTOMATICALLY TERMINATE AFTER THE STATED TIME PERIOD AND THEREAFTER, YOU WILL NOT BE ABLE TO CONTINUE USE OF THE SERVICE 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 License 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 Service. You agree to report any flaws, errors or imperfections discovered with the Service. RICOH will use reasonable efforts to provide transparency on any improvements, modifications and changes arising from or in connection with the Service.