



## Terms for the Cloud Services Module

### Article 1. Applicability

- 1.1 If the Agreement refers to Cloud Services, this Cloud Services Module shall apply.

### Article 2. Definitions and interpretation

- 2.1 In addition to the definitions in article 1 of the Generic Provisions Module, the following terms shall have the following meaning:
- **Bug** means a defect in the Software acknowledged by Ricoh in the form of the Software's substantial failure to meet the functional or technical specifications submitted by Ricoh in writing, and, if the Software consists entirely of bespoke software, the Software's substantial failure to meet the functional or technical specifications explicitly agreed in writing. A Bug is at stake only if the Customer is able to demonstrate this and if it is reproducible as well.
  - **Bug-fix** means an adjustment to the Software in order to fix a Bug.
  - **Infrastructure** means the automation environment at the Customer's consisting of Hardware and Software managed by the Customer, in which the Software deliverable or supplied by Ricoh must function.
  - **Patch** means a release of an adjusted version of Software that fixes multiple Bugs or adds functionalities.
  - **Release** means an update of the Software, in which possible defects in the Software have been resolved and/or new or reviewed functionalities have been included.
  - **Release Note** means documentation submitted by Software manufacturers when issuing Releases.
  - **Support Hours** means a number of hours purchased by the Customer beforehand and for which the Customer may ask Ricoh for Support, yet Support Hours may also be used for additional Services such as: desk research, support on site, or the handling of a Request For Change.
  - **System** means the set of modules of standard and bespoke Software used to achieve the functionality specified in the Agreement.
  - **Workaround** means a temporary solution until availability of the Bug-fix and/or Patch and/or Release.

### Article 3. Use Cloud Services

- 3.1 The Customer may exclusively use the Cloud Services for its own business activities. Furthermore, access shall be limited to the number of users, type of users or other applicable user parameters as specified in the Agreement.
- 3.2 Access- or identification codes may be used by one individual user only. The Customer is permitted to assign a user login to another individual if this is reasonably necessary, for instance in connection with a change of staff or change of job.
- 3.3 The Customer itself shall be responsible for the safety and confidentiality of the access given or the identification codes, such as user name and password. The Customer must see to it that the People designated by the Customer who may use the Cloud Service shall exercise due care when dealing with the issued login data and shall ensure that these shall not be shared with unauthorized parties. The Customer must notify Ricoh immediately in the event of any discovery or suspicion of unauthorized use of access- or identification codes.

### Article 4. Services

- 4.1 The Customer itself shall be responsible for (i) the Infrastructure needed to enable the use of the Cloud Services and (ii) the management of the Cloud Service, including but not limited to a double-check of the settings, (iii) the use of the Cloud Service, (iv) the manner in which the results of the Cloud Service are applied, and (v) the instruction to and use by users.
- 4.2 If the Services also comprise making back-ups of data of the Customer, Ricoh shall make a full back-up, with due observance of the periods agreed in writing between the Parties, and, for lack thereof, once per week, of the Customer's data in Ricoh's possession. Ricoh shall store the back-up during a period of time agreed between the Parties, and, for

lack of any arrangements in this regard, during Ricoh's regular time limits. Ricoh shall handle the back-up with due care and shall archive it properly and prudently.

- 4.3 Ricoh may continue the execution of the Cloud Service by using a new or changed version of the underlying Software. Ricoh may temporary shut the Cloud Service down in whole or in part for preventive, corrective or adaptive Service. Ricoh shall endeavour not to let the shutdown take more time than necessary, if possible outside Working Hours, and, depending on the circumstances, shall make a start after notifying the Customer.
- 4.4 The Customer shall do all that is necessary in order to secure its data before expiry of the Agreement. Ricoh shall keep the data in file for a reasonable period of time after termination of the Agreement if and insofar as this is possible, but is not held to do so. At the request of the Customer, Ricoh shall endeavour to provide assistance to securing the data.

### Article 5. Service & Support

- 5.1 Support shall be given in the form of a telephone helpdesk (for the submission of Service Requests and for questions regarding the use of the Cloud Service) for the duration of no more than 15 minutes (first-line support) per registered Service Request. After receipt of the report, Ricoh shall undertake to make an effort to carry out the Service Request appropriately. All other Support, the installation of updates, upgrades, Bug-fixes, Patches and/or Releases made available, as well as Service based on Service Requests, shall be passed on at the applicable rate based on post costing, unless the Parties have agreed specific Fees for this. Ricoh is not held to perform any data conversion.
- 5.2 The Customer has the option to purchase Support Hours at a reduced hourly rate. If the Customer has purchased Support Hours, those hours may be used for the Service, Support and Services for which Support Hours were intended. The Support Hours used shall be decreased from the total balance of Support Hours. Unused Support Hours shall expire three years after the date of purchase and upon termination of the Agreement, in which case the Customer shall not be entitled to any compensation for the expired Support Hours. The Customer has a right of access to the registration of the Support Hours it has consumed.
- 5.3 Adjustments to the Infrastructure and other Software and other systems of the Customer of whatever nature connected to the Cloud Service are not part of Ricoh's obligations under the Agreement and shall be taken care of by the Customer. Ricoh undertakes, however, after the Customer's agreement to the additional Fees for this, to cooperate towards such adjustments. Ricoh is not liable in whatever way for any damage by whatever nature resulting from the change to the Infrastructure by the Customer.
- 5.4 In the event of Patches or Releases, it may prove necessary that third-party software be updated based on the issued Release Notes. Depending on the extent to which the software supplier is familiar with the third-party software, it shall alert the Customer in the Release Notes.
- 5.5 The Fees for Service and/or Support - in addition to the provisions in article 8. of the Generic Provisions Module - do not include the resolution of problems or the correction of errors:
- a) Caused by the change to or adjustment of the Cloud Service and/or Software by another party than Ricoh;
  - b) Caused by a Malfunction of or changes to the Products or Systems or by linking and disconnecting Products or Systems.
- 5.6 The availability of the Cloud Services partly depends on the internet itself, the service provider and telecom provider of the Partners and the Customer. If the Cloud Services are not accessible or cannot be used because of a circumstance that may be resolved by Ricoh and its Partners, Ricoh and its Partners shall endeavour to resolve the Malfunction.

### Article 6. Platform

- 6.1 After commencement of the Agreement with regard to a platform, Ricoh or a (third-party) supplier engaged by Ricoh



shall make an environment available in which Ricoh, in agreement with the Customer, shall design and configure the platform. As of the moment of availability, Ricoh shall charge the monthly Fees for the environment to the Customer.

## Article 7. Warranty

- 7.1 Ricoh cannot guarantee that the Cloud Service is error-free and that it shall function without interruptions. Ricoh shall undertake to make an effort to fix Bugs within the meaning of article 2.1 of this Cloud Services Module in the underlying Software within a reasonable period of time if and insofar as it refers to underlying Software developed by Ricoh itself and if the relevant Bug/Bugs have been reported by the Customer to Ricoh in writing and with a detailed description. As the occasion arises, Ricoh may postpone the fixing of Bugs until a new version of the underlying Software is released. Ricoh cannot guarantee that Bugs in the Cloud Service which were not developed by Ricoh itself shall be fixed. Ricoh shall be entitled to add temporary solutions or workarounds or problem-avoiding restrictions to the Cloud Service. Ricoh is not held to fix other imperfections than those referred to in this article.
- 7.2 The Customer shall take the measures needed in order to prevent and limit any consequences of Malfunctions, Bugs and other imperfections in the Cloud Service, corruption or loss of data or other incidents, and shall make a list of the risks for its organisation and take additional measures if needed.
- 7.3 Ricoh is not held to fix any corrupted or lost data other than replacing the latest available - where possible - back-up of the relevant data.
- 7.4 Ricoh cannot guarantee that the Cloud Service is adjusted well in time to changes in relevant legislation.