



## Terms for the Generic Provisions Module

### Article 1. Definitions and Interpretation

- **Additional Work** means any work or other deliverables outside the contents or scope of the Agreement and/or the Price List.
- **Affiliate** means an entity within the meaning of Sections 2:24a and 2:24b Dutch Civil Code associated with a Party and domiciled in the Netherlands.
- **Agreement** means an agreement between the Parties based on these Terms obligating Ricoh to supply Products and/or Services to the Customer.
- **Business Days** means Monday to Friday, except for public holidays in the Netherlands.
- **Cloud Services** means Services enabling the storage of and access to data, files and Software and making these available via the internet, namely in another location than the Customer's Site, which may be changed from time to time by Ricoh or by a third party via amendment, configuration, updates, patches of those Cloud Service as set forth in the Order Form and/or in a Statement of Work.
- **Effective Date** means the commencement date of the Agreement.
- **Fees** means payments payable by the Customer to Ricoh for the Products and/or Services as stated in the Order Form.
- **Framework Agreement** means, if applicable, the framework agreement signed between Ricoh and the Customer in which the overall arrangements have been included between the Parties entitling the Customer to place orders by means of Order Forms which, after acceptance by Ricoh, result in Agreements deemed to be arising from the Framework Agreement.
- **Hardware** means all equipment supplied by Ricoh to the Customer, Ricoh Hardware as well as third-party Hardware, including any firmware (low-level software control embedded in the Hardware) installed in Ricoh Hardware or third-party Hardware (whichever is the case), which shall be treated as forming part of the Hardware concerned.
- **Intellectual Property Rights** means all intellectual or industrial property rights vested in, contained in, arising from the Products and/or Services developed or made available under the Agreement, websites, data files or other related materials such as analyses, designs, documentation, reports, quotations, as well as preparatory material held by Ricoh or its licensors.
- **Invoicing Period** means a period for which Fees are payable, as specified in the Agreement.
- **Malfunction** means failure to comply, or failure to comply without interruption, the specifications of the Products and/or Services communicated in writing by Ricoh. A malfunction is recognized as such only if the Customer is able to demonstrate the malfunction and if it is reproducible.
- **Order Form** means a written or digital order form which the Customer may use to place orders with Ricoh subject to the Terms.
- **Parties** means the parties to the Agreement, including but not limited to an Affiliate.
- **People** means with regard to a party to an Agreement: its staff, subcontractors and representatives.
- **Products** means the Hardware, accessories, Software, system and/or supplies to be supplied by Ricoh to the Customer as specified in the Order Form.
- **Remote Support** means that, at the request of the Customer, Ricoh's technical People will obtain remote access to Products and/or Services in order to provide remote Service and/or Support to the Customer via the Customer's network and/or system.
- **Ricoh Partners** means Ricoh's Affiliates and/or, depending on the circumstances, its subcontractors, contractors, authorized dealers and/or licensors performing obligations and/or having rights under these Terms, an Order Form or otherwise.
- **Service** means the performance, on the Customer's orders and against payment, of maintenance work, repairs, the replacement of parts, the adjustment of Products and/or Services delivered under an Agreement as well as the resolution of problems and correction of errors, whether, at Ricoh's option, by Remote Support or on Site according to Ricoh's wishes and after having received a relevant Service Request from the Customer or at the discretion of Ricoh.
- **Service Request** means an incident, change or information request reported by the Customer to Ricoh via Ricoh eService or by telephone.
- **Services** means the work carried out by Ricoh for the Customer based on the Agreement, including but not limited to all forms of services with regard to the implementation and maintenance of a Product, preliminary research, installation, consultancy, training, Cloud Services, project management, support, workplace support, document-related and information-related services (such as reproduction, mail, scanning, invoice processing, printing, development of websites) and Support.
- **Site** means a branch used or utilized by the Customer where Products are or shall be supplied or installed or where Services must be supplied.
- **Software** means computer software, including databases forming part of or being used with software containing Ricoh Software and/or third-party Software, but excluding firmware (low-level software control embedded in the Hardware) installed in Ricoh Hardware or third-party Hardware (whichever is the case), which shall be treated as forming part of the Hardware concerned.
- **Statement of Work** means a document drawn up by the Parties (whether it is titled "Statement of Work", "SOW", "statement of work", "functional and technical design" or similar) in which specific details have been included regarding the Products and/or Services, such as technical specifications and processes, or possible minimum terms of an external supplier, which document shall form part of the Agreement after consensus has been reached on this between the Parties.
- **Supply** means:
  - In case of a Product: delivery of a Product to the Customer by making the Product available to the Customer at the agreed time and on the agreed location, or;
  - In case of a Service: delivery of the Service to the Customer;
  - If an installation performed by Ricoh has been agreed: after completion of the installation.
- **Support** means advice by Ricoh via telephone, e-mail or the website of Ricoh or third parties during Working Hours and after having received a request for this from the Customer for the diagnosis of problems or errors in the Products and/or Services and advice by Ricoh in order to enable the Customer to resolve problems or rectify errors.
- **Terms** means the module of generic provisions governing the Products and/or Services delivered by Ricoh (which are applicable at all times) as well as specific provisions (which are applicable to specific Products and/or Services only).
- **Working Hours** means the time between 08.00 and 16.30 hours on Business Days.



## Article 2. Contents and Conclusion of the Agreement

- 2.1 An Agreement is concluded as soon as an Order Form has been signed by both Parties.
- 2.2 The Terms are applicable to all Agreements.
- 2.3 The applicability of the Customer's general terms and conditions or other terms to the (Framework) Agreement and/or an Order Form is precluded.
- 2.4 In the event of incompatibility between any arrangements made and the contract documentation, the following ranking of priority shall apply:
  - 1) The Framework Agreement (if applicable);
  - 2) The Order Form or the Agreement;
  - 3) The Price List (if applicable);
  - 4) The Service Level Agreement (if applicable);
  - 5) A Statement of Work (if applicable);
  - 6) Any agreed deviations from the Terms (if applicable);
  - 7) The Terms (specific applicable modules shall prevail over the Generic Module).

## Article 3. Term

- 3.1 The Agreement determines the term of the obligations of the Parties. The Effective Date depends on the Products and/or Services purchased and results from the specific modules with Terms governing the relevant Products and/or Services or from the Order Form itself.
- 3.2 After expiry of the initial term, the Agreement shall be automatically renewed for consecutive 12-month terms, unless:
  - (i) the Order Form states otherwise, or
  - (ii) Ricoh or the Customer terminates the Agreement in writing before expiry of the relevant term with not less than 3 months' notice.
- 3.3 If at the request or by reason or due to acts of the Customer a change or delay occurs in the implementation of the Agreement, the Customer must notify Ricoh within a reasonable period of time. The costs and/or work related to the change or delay shall be compensated by the Customer based on the agreed rates and, in the absence of agreed rates, in accordance with Ricoh's applicable rates at that time. Ricoh shall endeavour to minimise the extra costs. In that case Ricoh shall be entitled to assign the Products and/or Services to third parties, without any liability to pay damages, and to give the Customer an estimated date of delivery.
- 3.4 If (i) Products and/or Services are brought into use by the Customer before the Effective Date of the Agreement and/or if (ii) the Customer temporarily continues to make use of the Products and/or Services upon expiry of the Agreement in consultation with Ricoh, the costs for such use shall be charged by Ricoh to the Customer on a pro rata basis of the agreed rates or - at the discretion of Ricoh - based on the actual use in accordance with Ricoh's applicable rates at that time, in which case the use by the Customer shall be governed by the provisions of the Agreement and the Terms.

## Article 4. Price and Payment

- 4.1 All prices or Fees are exclusive of statutory local charges, levies and/or taxes.
- 4.2 Unless otherwise specified, the Fees shall be due and payable as follows:
  - a) Fixed Fees, such as lease rental charges, Service and Support fees or minimum user fees shall be payable on a recurrent periodic basis (once per month, once per three months, or once per year) and shall be invoiced to the Customer prior to the period concerned;
  - b) One-off Fees, such as purchase prices, fees for installation services and other one-off Services, shall be invoiced to the Customer upon Supply, or as set forth in the Order Form; and
  - c) Variable Fees, such as additional costs, (extra) volume and Services at an hourly rate, shall be invoiced to the Customer afterwards based on post costing.
- 4.3 The Customer must pay the invoices at the latest within 30 days after the date of invoice, without any right of deferment

and/or set-off. Invoices shall be submitted by Ricoh in digital format.

- 4.4 The Customer must keep Ricoh informed in writing, properly and fully regarding any changes to the address and invoicing details and/or PO number (and in the case of a PO number before commencement of a new Invoicing Period).
- 4.5 In the event of late and/or incomplete payment of an invoice before the payment deadline, the Customer shall be in default by operation of law, in which case the Customer shall owe statutory late-payment interest on the outstanding claim. In addition to this Ricoh shall be entitled to increase its claim against the Customer by extrajudicial collection charges in accordance with the then applicable statutory regulation.
- 4.6 Ricoh shall be entitled to index the prices from time to time, no more than once per year, in accordance with the consumer price index. In addition, Ricoh shall be entitled to adjust prices from time to time as a result of cost increases in the supply chain and/or currency fluctuations and/or price-increasing measures by the Dutch authorities. For the last-mentioned intermediate price changes Ricoh shall observe a notice period of at least one month.
- 4.7 Ricoh has the right to charge EUR 25 per Product and/or Service involved, subject to a minimum of EUR 225, if the Agreement, at the request of the Customer and after Ricoh's written approval, is transferred to a third party (including but not limited to an Affiliate of the Customer).

## Article 5. Changes and Additional Work

- 5.1 In the event of Additional Work, the Customer shall owe Ricoh an additional fee in accordance with Ricoh's applicable rates at that time. Ricoh is not obliged to comply with a Customer request to perform Additional Work and may demand that a new Agreement be concluded for this on new terms.
- 5.2 If during the implementation a change or addition to the (Framework) Agreement is needed, the Parties shall enter into discussions in good time to amend (Framework) Agreement.
- 5.3 The Customer accepts that Additional Work or a change to the Services may have an impact on the agreed or envisaged date of completion of the Services and on the mutual responsibilities of the Customer and Ricoh. The agreed date of delivery shall be deemed extended by this period of delayed completion. Ricoh shall notify the Customer as soon as possible of the consequences of the Additional Work and/or the change.

## Article 6. Obligations of the Customer

- 6.1 The Customer shall do the following at its own expense and risk:
  - a) Prepare the Site and provide access to the Site on Business Days during Working Hours, so as to enable Ricoh to deliver, pick up, install, and/or maintain the Products and/or Services and, so that Ricoh can ensure fulfilment by the Customer of all of its obligations;
  - b) Ensure sufficient and adequate available facilities in good time, such as mains electricity, electric sockets, pipes, telecommunications etc, so as to enable Ricoh to deliver the Products and/or Services in accordance with the arrangements made;
  - c) Ensure that its systems for information technology are congruent and compatible (if and insofar as reasonably required) with the Products and/or Services;
  - d) Make qualified People available where reasonably needed;
  - e) Make periodic data back-ups, also before repair work, and maintain and apply suitable anti-virus software, systems and services for its activities;
  - f) See to it that its organisation fully complies with the applicable legislation in the area of health and safety, and take all reasonable precautionary measures to protect the health and safety of the People when they are on Site. The Customer shall indemnify Ricoh against any and all claims by third parties, including but not limited to People suffering damage in connection with the execution of the work on the Customer's Site caused by acts or omissions



on the part of the Customer or by unsafe situations on its Site;

- g) Without delay obtain and maintain all approvals, licences, permits and other consents (such as import permits) which are needed for the Supply or reclaim of the Products on the Site and for the delivery of the Services;
  - h) Provide online access to its IT infrastructure in order to facilitate remote access and/or monitoring by Ricoh (if and insofar as such access and/or monitoring is required to enable Ricoh to fulfil its obligations);
  - i) Provide all assistance, documentation and other information needed by Ricoh for the diagnosis and/or solution of a problem or error, as well as for the Supply of the Products and/or Services; and
  - j) Fulfil all additional obligations laid down in the contract documentation applicable between the Parties, arising from a site visit or otherwise agreed in writing.
- 6.2 The Customer shall at all times use the Products and Services in accordance with the instructions given by Ricoh and (user) manuals.
- 6.3 If the Customer fails to comply with the provisions in article 6.1 and/or 6.2:
- a) Ricoh shall be authorized to suspend its obligations temporarily until the Customer has fully complied with its obligations;
  - b) Ricoh shall be entitled to charge the extra time and costs required for its services as Additional Work;
  - c) Ricoh shall not be responsible or liable for any consequences arising from the acts and/or omissions on the part of the Customer.

## Article 7. Products and/or Services

- 7.1 In case of correct use, the supplied Products shall possess the functionalities specified in the technical information of the relevant manufacturer or licensor at the time of the Supply.
- 7.2 The (correct) selection of Products and/or Services is the responsibility of the Customer, even if, prior to the conclusion of the Agreement, Ricoh has provided help and/or advice and/or documentation to the Customer in this regard. The Customer has its own responsibility in addition to Ricoh's statutory obligation to exercise due care in its capacity as IT supplier of the Products.
- 7.3 Ricoh may change technical specifications, versions, models or parts of Products and/or Services from time to time, provided that such a change:
- a) Has no material adverse effect on the deliverables or the functionality of the Products and Services; and
  - b) Shall not involve any change to the Fees under the relevant Agreement.
- 7.4 If Software and/or Cloud Services are purchased by the Customer, the terms for obtaining the required software licences and/or access of Ricoh and/or third parties shall be made available to the Customer by Ricoh. The Customer shall be deemed to accept the relevant terms in their entirety and without any changes, without which the software licences and/or access shall not be issued. The terms may be found in the Ricoh website: <https://www.ricoh.nl/support/eula>. Notwithstanding that, the terms apply separately between the Customer and the supplier (Ricoh and/or a third party) and shall prevail in case of inconsistency with these Terms.
- 7.5 At any time before the Supply of Products and/or Services Ricoh may, after written notification to the Customer, remove a third-party Product or Service from an Agreement or to reduce the scale of a specific Product or a specific third-party Service under an Agreement if it is no longer possible for Ricoh to obtain such third-party Products or Services in the market place, or if this has become unviable, including but not limited to a situation in which the Product or Service can no longer be obtained at a commercially viable price, in which case Ricoh shall be held to offer the Customer a comparable alternative Product or Service and the Customer shall be held to accept the alternative, unless it cannot be held to do so on compelling grounds. If no alternative is available, both Parties may terminate the Agreement in writing with immediate effect as far

as the relevant Product or the relevant Service is concerned, without any liability to pay damages to the other Party.

- 7.6 Ricoh shall pack the Products in compliance with the applicable legislation and in accordance with its applicable regular standards. If the Customer demands a non-standard manner of packaging, Ricoh shall exclusively honour this request if and insofar as this is fair to expect of Ricoh and the costs involved shall be charged as Additional Work.
- 7.7 When disposing of the remaining packaging of Products supplied by Ricoh, the Customer shall act in a manner that is in accordance with the applicable (government) regulations. The Customer shall indemnify Ricoh against any and all third-party claims due to non-compliance with such regulations.

## Article 8. Service & Support

- 8.1 For Service Requests, Ricoh may be contacted via Ricoh eService and by telephone on Business Days during Working Hours. Outside these hours, Service Requests may exclusively be submitted via Ricoh eService.
- 8.2 If no Service Level Agreement has been declared applicable to the Products and/or Services and if, based on the specific Terms applicable to the Products and/or Services, no specific service levels apply, Ricoh shall be under a best-efforts obligation only to deliver Service and/or Support and to repair defects within a reasonable period of time.
- 8.3 The Fees for Service and/or Support do not include the resolution of problems or the correction of errors:
- a) In case of inappropriate, irresponsible or improper use or repair, cleaning or maintenance work by another party than Ricoh, or other negligence and/or improper transport, dropping or bumping, improper connecting and/or disconnecting, or changes or adjustments made by another party than Ricoh;
  - b) If the Customer fails to maintain a suitable environment for the Products in accordance with the written specifications of the manufacturer or licensor, such as failure to maintain an uninterrupted power supply, air conditioning or humidity management;
  - c) If the Products are used for other purposes than their intended or appropriate use or in case of overuse, and/or if materials or Software are used which do not meet the specifications, or if the Products are used with unsuitable or inappropriate accessories or parts;
  - d) If the Customer has failed to express its complaint to Ricoh properly and/or in good time;
  - e) If and insofar as the defect was caused by fire damage, water damage or lightning damage and/or by Malfunctions and/or damage caused by external impact beyond Ricoh's control, including but not limited to a breakdown of telephone connections, the internet connection and similar connections;
  - f) If the Customer is unable to produce documentation specifying the Product type and serial number;
  - g) If the Hardware does not have a serial number punched by the manufacturer;
  - h) In case of intervention, at the request of the Customer, of a technical expert outside Ricoh's Business Days and Working Hours and/or on another Site than the location stated in the Order Form;
  - i) If damage and/or Malfunctions are caused by moving Hardware elsewhere within the Site as well as to another site by another party than Ricoh, unless for Hardware for which Ricoh has consented that these may be relocated by the Customer;
  - j) In case of unnecessary Service at the request of the Customer;
  - k) In case of Software upgrades, except if explicitly stated otherwise;
  - l) If the Ricoh Products do not meet the specifications of the manufacturer, Ricoh shall, at its discretion, repair or replace the Products, provided that the Products were supplied by Ricoh and are exclusively serviced by Ricoh;
  - m) Where Ricoh reasonably believes that the Products can no longer be repaired in an economically viable manner because parts or support can no longer be obtained from



- the supplier or because the Products are excessively outdated, worn & torn, or decrepit; and/or
- n) If the manufacturer has excluded the Service concerned from the complimentary Service.
- 8.4 Ricoh shall not accept any Service obligations for Products installed outside the Netherlands.
- 8.5 In coordination with the Customer it is possible to create a link between the Ricoh systems and the Customer's systems in order to provide Remote Support, provided that:
- a) Ricoh and the Customer observe the utmost due care in order to protect automated processes against incidents that could disrupt the continuity thereof and in order to protect data files and computer programs against corruption and unauthorized use and to limit any damage in the event of discontinuity, corruption or unauthorized use.
  - b) The Customer accepts Ricoh to use all facilities that are required for the Remote Support.
  - c) If the Customer has defined a policy on the manner in which the relevant Service is performed, any costs incurred for implementation and continuation of this policy shall be borne by the Customer.

### Article 9. (Delivery) Deadlines

- 9.1 All (Supply) deadlines stated or agreed by Ricoh have been scheduled to the best of its knowledge based on the information known to Ricoh upon entering into the Agreement, and shall never be intended as final dates. Within this scope, Ricoh has a best-efforts commitment to meet the said deadlines. Failure to comply with a stated or agreed (Supply) deadline as such shall not put Ricoh into default.
- 9.2 If failure to comply with a deadline is imminent, Ricoh and the Customer shall confer as soon as possible.
- 9.3 If a (Supply) deadline is not complied with, the Customer shall not be entitled to claim rescission, except if Ricoh is in default and it would be unfair to expect the Customer to keep the relevant part of the Agreement intact. The rescission, if any, shall then be partial only and shall exclusively refer to the part that is strictly necessary.

### Article 10. Acceptance

- 10.1 If an acceptance test has been agreed, the trial period shall be 14 days after Supply or, if installation performed by Ricoh has been agreed, 14 days after completion of the installation. During the trial period, the Customer shall not be permitted to use the Products and/or Services for productive or operational purposes. The Customer itself, with the help of sufficient qualified People, shall carry out a reliable test of adequate scope and thoroughness on (intermediate) results of the development work and shall report the test results to Ricoh in writing, well-structured and in understandable language.
- 10.2 If the acceptance test reveals that the Products and/or the Services contain defects hindering the progress of the acceptance test, the Customer shall immediately notify Ricoh in writing, in which case the trial period shall be interrupted until the Products and/or the Services have been adjusted such that this hindrance has been overcome. Acceptance of the Product and/or Service may not be denied on other grounds than those related to the specifications explicitly agreed between the Parties, and may furthermore not be denied due to minor errors found, being errors which reasonably do not prevent the operational or productive utilization of the Product, this without prejudice to the obligation on the part of Ricoh to resolve the said minor errors within the scope of the Service, the Support and/or the warranty regime, if applicable. Furthermore, acceptance may not be denied with regard to aspects of the Product which can only be assessed subjectively.
- 10.3 The Product and/or Service shall be deemed accepted:
- a) If no acceptance test has been agreed: upon Supply ("as is, where is"), meaning including all patent and latent errors and defects, or;
  - b) If an acceptance test has been agreed between the Parties: on the first day after expiry of the trial period, or;

- c) If Ricoh receives a test report before expiry of the trial period containing errors found, which errors are acknowledged by Ricoh: at the moment when the fundamental errors mentioned in that test report have been resolved. By way of deviation, if the Customer makes any use thereof for productive or operational purposes before the moment of express acceptance, the Product and/or Service shall be deemed fully accepted as of the commencement of that use.

If the Product and/or Service is delivered and tested in phases and/or in parts, non-acceptance of a specific phase and/or part shall not affect any acceptance of an earlier phase and/or another part.

### Article 11. Defect and Complaints Deadlines

- 11.1 A defect is at stake if, as a result of a product feature beyond the control of the Customer, a Product or Service fails to comply with the Agreement. Within 20 Business Days after the Customer has identified - or reasonably could have identified - a defect in a Product or Service, the Customer must notify Ricoh in writing and sufficiently motivated, failure to do so results in forfeiting all rights to claim. If investigation reveals that a complaint is valid, Ricoh shall fulfil its obligations within a reasonable period of time.
- 11.2 The Customer must notify Ricoh in writing and sufficiently motivated of any objections to an invoice before the maturity date, failure to do so results in forfeiting all rights to claim.

### Article 12. Risk and Ownership

- 12.1 The risk of loss or theft of or damage to Products shall pass to the Customer upon Supply. The Customer shall be held to purchase the Products on the agreed date and the agreed site.
- 12.2 Title to rented Products, the Software and the Cloud Services remains at all times with Ricoh or its licensors, providers or the software-owner, depending on the circumstances. In case of purchase of Products, the ownership of the Products shall remain with Ricoh until the Customer has fully paid the purchase price to Ricoh, inclusive of any payable (commercial) interest and/or expenses. If the Customer fails to comply with its payment obligation under the Agreement, Ricoh shall be entitled to reclaim the Products whose right of ownership is reserved, this at the Customer's expense.

### Article 13. Intellectual Property Rights

- 13.1 The Customer shall obtain the rights of use on specific Intellectual Property Rights exclusively for the duration of the Agreement and only if and insofar as such rights of use are explicitly granted by virtue of the Agreement and/or by law. No single right of ownership of any Intellectual Property Rights shall be transferred to the Customer.
- 13.2 If, by way of deviation from article 13.1, the ownership of Intellectual Property Rights is transferred to the Customer after all, this shall not affect Ricoh's right to apply and commercialize the parts, general principles, concepts, designs, documentation, works, coding languages et cetera forming the basis of the development of those Intellectual Property Rights, without any restriction, either for itself or for third parties. Nor shall a transfer of Intellectual Property Rights affect Ricoh's right to undertake developments on its own behalf or on behalf of third parties which are similar to those which have been or shall be made for the benefit of the Customer.
- 13.3 The Customer is not permitted to remove or change any label regarding Intellectual Property Rights.
- 13.4 Ricoh shall indemnify the Customer against any and all third-party claims based on the allegation that Products and/or Services developed by Ricoh infringe third-party rights, on the condition that the Customer shall immediately notify Ricoh in writing regarding the existence and contents of the legal action and shall leave the handling of the case to Ricoh, including but not limited to reaching any settlements. For this purpose the Customer shall provide Ricoh with the required powers of attorney, information and cooperation. The indemnification obligation shall lapse if the alleged infringement is related to (i) materials made available by the Customer, or (ii) changes



made by the Customer or by third parties on the Customer's orders.

- 13.5 If it is established that the Products and/or Services developed by Ricoh infringe any third-party right of intellectual or industrial property or if in Ricoh's opinion there is a real chance that such an infringement is at stake, Ricoh shall see to it, if possible, that the Customer can continue to use the Products and/or Services unhindered, for instance by adjusting the infringing parts or by obtaining a right of use for the benefit of the Customer. If, in its opinion, Ricoh cannot ensure - or only in a manner that would be (financially) unreasonably burdensome - that the Customer can continue to use the supplied deliverable unhindered, Ricoh shall reclaim the supplied deliverable whilst simultaneously crediting the acquisition costs and withholding a reasonable service fee. Within this scope, Ricoh shall make its choice exclusively after conferring with the Customer.
- 13.6 The Customer shall indemnify Ricoh against any and all third-party claims based on alleged infringements caused by the use of the supplied Products and/or Services (i) in a form not modified by Ricoh, (ii) in interconnection with goods or Software not supplied or made available by Ricoh, or (iii) in a different manner than for which Products and/or Services were developed or designated.
- 13.7 The Customer warrants that no third-party rights oppose any availability to Ricoh of goods, material designated for websites (visual images, text, music, domain names, logos, et cetera), data files, or other materials, including but not limited to design material, intended for use, processing, installation or incorporation. The Customer shall indemnify Ricoh against any and all lawsuits based on the allegation that such availability, use, processing, installation or incorporation infringes a third-party right.
- 13.8 The source code of the Software and the technical documentation produced during the development of the Software shall not be made available to the Customer. The Customer acknowledges that the source code is confidential by nature and contains business secrets of Ricoh.
- 13.9 Immediately after termination of the right to use the Software, the Customer shall return to Ricoh all copies of the Software in its possession or shall have Ricoh uninstall these at the Customer's expense. If the Parties have agreed that the Customer shall destroy the copies concerned upon termination of the right of use, the Customer shall immediately notify Ricoh in writing of such destruction. Ricoh has the right to double-check whether destruction or de-installation has taken place.

## Article 14. Personal Data

- 14.1 During the implementation of the Agreement, Ricoh and the Customer shall observe the provisions of the applicable privacy legislation, including but not limited to the GDPR.
- 14.2 If in Ricoh's opinion this is relevant for the implementation of the Agreement, the Customer shall notify Ricoh in writing, if asked, on the manner in which the Customer implements its obligations under privacy legislation, including but not limited to the GDPR.
- 14.3 If Ricoh processes personal data on the Customer's orders, the Customer shall enter into a data processing agreement with Ricoh based on the Ricoh model in accordance with the GDPR. In that case the responsibility for the personal data processed while the Customer makes use of a Ricoh Service, rests with the Customer. The Customer warrants vis-à-vis Ricoh that the contents, the use and the processing of the personal data are not unlawful and do not infringe any third-party right. The Customer shall indemnify Ricoh against any and all claims by third parties or the person involved, by whatever virtue, in connection with such personal data or the implementation of the Agreement.

## Article 15. Non-Disclosure

- 15.1 The Parties undertake not to disclose any confidential information which they obtain within the scope of the Agreement. A Party who receives confidential information shall only use it for the purpose for which it was disclosed. The Parties shall not disclose this information and/or make it

available to third parties, unless prior written consent has been obtained for this. Disclosures to Affiliates shall not qualify as a violation of this obligation.

- 15.2 Confidential information does not include:
- Information independently developed by the receiving Party;
  - Information which was in the public domain already prior to the disclosure, or which, beyond the control of the receiving Party, becomes part of the public domain after the disclosure;
  - Information which was already lawfully in the possession of the receiving Party prior to the receipt;
  - Information which the receiving Party has obtained in good faith from a third party who was not bound by a non-disclosure obligation regarding the relevant information;
  - Information which must be disclosed pursuant to a legal provision or at the request of a supervisory, regulatory or judicial body to whose authority the receiving Party is subjected;
  - Information which is labelled as non-confidential by the Party disclosing the confidential information.
- 15.3 All documents disclosed by Ricoh, such as reports, advisory opinions, designs, sketches, drawings, quotations et cetera, are exclusively intended to be used by the Customer and may not be multiplied, disclosed, or communicated to third parties by the Customer without Ricoh's prior consent, unless this is part of the Agreement with the Customer.
- 15.4 The Parties undertake to disclose confidential information to third parties on a "need-to-know" basis only and exclusively after this third party has been compelled to comply with a non-disclosure clause with identical wording. Violation by a third party to whom the information has been made available shall qualify as a violation by the Party disclosing the information.

## Article 16. Liability

- 16.1 If Ricoh fails to perform its obligations, the Customer shall put Ricoh into default in writing, in which case Ricoh shall be allowed a reasonable period of time in order to resolve the failure to perform. Only if, even after that period of time, Ricoh still fails to perform its obligations or if it has become permanently impossible already to fulfil the relevant obligations, Ricoh shall be in default. The notice of default must contain a description of the failure to perform that is as complete and as detailed as possible in order to enable Ricoh to respond adequately.
- 16.2 If it is established that a Party is liable vis-à-vis the other Party for damage suffered in connection with the Agreement or by virtue of wrongful act (tort) or for whatever other reason, the full liability shall at all times be limited to what is laid down in this provision:
- Liability for all forms of indirect damage is precluded. Indirect damage includes but is not limited to: loss of profit, income foregone, loss of turnover, loss of opportunity and lost savings, damage caused by business shutdown and other types of stagnation or loss of goodwill.
  - Liability of the Parties shall be limited to:
    - The contract value of the Agreement to which the damage-causing event is related; and
    - If the Agreement concerned is a continuing performance contract, the contract value shall be capped by the sum of the amounts invoiced by Ricoh based on the Agreement concerned in the 12 months preceding the damage-causing event; and
    - The total liability amount shall in any event never exceed EUR 250,000 per event and EUR 500,000 per year.
- 16.3 The aforementioned limitations of liability shall cease to apply if and insofar as the damage was caused by gross negligence or wilful misconduct or if the limitation is not permitted otherwise under the applicable legislation.
- 16.4 The Customer shall indemnify Ricoh against all and any third-party claims:
- In connection with non-fulfilment by the Customer of obligations under the Agreement and/or the Terms;



- b) Caused by the use of the Products and/or Services or the state thereof, unless the Customer proves that the events leading to the claim may be exclusively blamed on Ricoh.
- c) Against penalties imposed on Ricoh because of acts or omissions on the part of the Customer.

## Article 17. Termination

17.1 The Parties are entitled to prematurely terminate the Framework Agreement and/or - depending on the ground for termination - one or more Agreements and with immediate effect (in part) by written notification, without obligation for the terminating Party to pay any damages, if:

- a) One of the Parties applies for an administration order or for a provisional administration order or if administration receivership or provisional administration receivership is granted, except if the financing rights and obligations have been lawfully transferred beforehand to one or more third parties;
- b) One of the Parties files a petition for its own bankruptcy or is declared bankrupt;
- c) The enterprise of one of the Parties is liquidated;
- d) One of the Parties closes down its current enterprise;
- e) An attachment is made on a significant part of the assets of one of the Parties or one of the Parties must be deemed unable to fulfil its obligations any longer otherwise;
- f) One of the Parties attributably fails to perform its obligations, is in default, and the failure to perform justifies termination. The structural non-fulfilment of payment obligations or non-fulfilment of payment obligations over an extended period of time justifies termination;
- g) Force majeure within the meaning of these Terms is at stake and this force-majeure situation has been lasting for more than 3 months ;
- h) One of the Parties acts in breach of the provisions concerning anti-bribery and anti-corruption or otherwise acts in breach of anti-corruption legislation or anti-money-laundering legislation, or provides - or has provided - inaccurate information in this regard. In the event of such a termination by Ricoh, the Customer shall compensate the damage suffered by Ricoh, which damage shall at least amount to the loss of revenues of the Agreement concerned;

17.2 Obligations which, by their nature, are intended to continue even after termination, shall remain intact after termination.

## Article 18. Transfer and Subcontracting

18.1 The rights and obligations under the Agreement may not be transferred or pledged by the Customer without Ricoh's prior written consent. This provision constitutes a prohibition with property-law effect.

18.2 Within the scope of funding, Ricoh has the right to sell, pledge or transfer the ownership of the Products and/or its rights and claims by virtue of the Agreement to third parties in whole or in part or to encumber or alienate these otherwise, without prejudice to Ricoh's obligation and liability to meet its obligations.

18.3 Ricoh has the right to subcontract the Agreement to third parties in whole or in part, without prejudice to its responsibility to meet its obligations under the Agreement.

## Article 19. Force Majeure

19.1 In the event of force majeure (a non-attributable failure to perform), the fulfilment of the obligations applicable to the Party concerned shall be suspended in whole or in part for the duration of the force-majeure situation without compelling the Parties to pay any damages to each other.

19.2 If the force-majeure situation for one of the Parties continues for more than 20 Business Days, the Parties shall decide by mutual agreement how to implement the Agreement on a temporary basis. If during this meeting the Parties cannot reach a solution that is acceptable to both Parties and if the force-majeure situation has continued for more than 3 months, both Parties shall be entitled to terminate the Agreement in accordance with article 17.1(g). In that case the Customer shall

be held to pay the Fees to Ricoh referring to the part of the Agreement that has already been executed.

19.3 Force majeure includes but is not limited to: government measures, epidemics and pandemics, transport problems, force majeure suffered by suppliers or other third parties on whom the Party concerned is dependent, failure to properly perform obligations of suppliers imposed by the Customer on Ricoh, as well as unsatisfactory quality of goods, materials and third-party software whose use is imposed by the Customer on Ricoh, power outage, a breakdown of the internet, data networks or telecommunications facilities, (cyber) crime, (cyber) vandalism, war, terrorism or weather conditions that interfere with the safe and proper performance of the obligations in the Agreement.

## Article 20. Non-Solicitation

20.1 Only after Ricoh's prior written consent may the Customer employ People of Ricoh who are - or have been - involved in the implementation of the Agreement or otherwise let them carry out work for the Customer, whether directly or indirectly, during the term of the Agreement and 12 months after termination thereof.

20.2 If the Customer acts in breach of the non-solicitation clause, the Customer shall be held to pay damages, which amount shall be set by the Parties at a fixed sum of 12 months gross salary or fees of the People involved.

## Article 21. Anti-Corruption

21.1 The Parties warrant that, within the scope of the Agreement, they shall not give, offer or pay any financial or other advantage (whether directly or via a third party), which would make them act in breach of applicable anti-corruption legislation.

21.2 The Parties shall keep each other informed of all payments they have made, are held to make or intend to make in connection with the award or continuation of the Agreement.

21.3 If the Parties become aware of any behaviour of one of their People, independent consultants, agents or other third parties within the scope of the Agreement constituting a case of bribery or corruption, or if there is a specific suspicion of such behaviour, the Parties shall immediately keep each other informed of that knowledge and information.

## Article 22. Choice of Applicable Law and Jurisdiction

22.1 The (conclusion and interpretation of the) Agreement shall be exclusively governed by Dutch law. The applicability of the Vienna Sales Convention is excluded.

22.2 Any disputes between the Parties shall be brought exclusively before the authorized court of law Oost-Brabant.

22.3 In case of a dispute, the Parties shall endeavour to reach a solution by mutual agreement first before submitting the dispute to a court of law.

## Article 23. General

23.1 The (Framework) Agreement with these Terms and the corresponding Annexes constitute the full arrangements made between the Parties and shall replace all prior arrangements, schemes and communications, whether verbal or in writing, with regard to the Supply of the Products and/or Services. Without prejudice to the foregoing, the Customer acknowledges that it has not relied on any statement, promise or commitment made on behalf of Ricoh which has not been set forth in the (Framework) Agreement.

23.2 Any changes and/or supplements to the contract documentation between the Parties shall be legally valid and binding upon the Parties only if these have been agreed in writing in an addendum.

23.3 If one or more provisions of the (Framework) Agreement, these Terms and/or the other contract documentation are null and void or are declared unlawful, the other provisions shall remain in full force and the Parties shall strive to adjust the provisions which are null and void or are declared unlawful in such a way that these are legally valid after all.



23.4 Nothing in the contract documentation applicable between the Parties shall create a partnership or joint venture between the Parties, make one Party a representative of the other Party, or authorize a Party to enter into commitments, take up obligations or commit itself to provide a loan on behalf of the other Party, nor shall this be meant to be interpreted as such. None of both Parties may represent - or assert (explicitly or implicitly) - to be a representative of the other Party and therefore does not have this authority.