



Terms for the Software Module

Article 1. Applicability

1.1 If the Agreement refers to Software, this 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 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 ("RFC").
- **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. General Provisions

3.1 If, in addition to or by way of deviation from the provisions in article 12 of the Generic Provisions Module, a separate licensing agreement has been signed with an external licensor, the Customer acknowledges and confirms that (i) the relevant licensing agreement is applicable between the Customer and the external licensor, and (ii) the Customer cannot sublicense or transfer the software licence, unless stated otherwise in the Agreement, the software licence and/or the relevant licensing agreement.

3.2 If the Agreement for Software is terminated prematurely due to a cause that may be blamed on the Customer, all Fees (inclusive of any future Fees) shall become immediately payable and the Customer shall immediately cease the use of the Software, except where the issued licence opposes this.

Article 4. Service & Support

4.1 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 Software) 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.

4.2 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, as well as for Services for which Support Hours are 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.

- 4.3 In the event of a Bug, Ricoh shall undertake to make an effort to fix the Bug and/or to make improvements to the Software. Ricoh shall be entitled to offer temporary solutions or Workarounds in the Software. Ricoh shall then make the Bug-fix available to the Customer.
- 4.4 Ricoh shall resolve interruptions, errors or other defects within a reasonable period of time. The responsibility and the initiative for issuing a Patch or a Release, however, rests with the (third-party) supplier of the Software, which shall be made available after control and release by Ricoh.
- 4.5 Patches and/or Releases may be installed by Ricoh after a test programme and approval of the Customer. For the testing and for the installation of a Patch and/or Release, Ricoh shall make a proposal to the Customer for implementation, inclusive of any additional Fees and a time and acceptance procedure. Changes which are important for (the users of) the Customer shall be documented.
- 4.6 Adjustments to the Infrastructure and other software of the Customer 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 in order to facilitate Products or Releases.
- 4.7 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.
- 4.8 During the term of the Agreement, Ricoh is entitled to carry out or order an audit once per year into the System on the Customer's Site. If Ricoh makes use of this right, the Customer shall render its cooperation free of charge. After the audit has been rounded off, the Customer shall receive a copy of the audit report upon request, with conclusions and recommendations.
- 4.9 By way of supplement to the provisions in article 8.3 of the Generic Provisions Module, the Fees for Service and/or Support do not include the resolution of problems or the correction of errors:
 - a) Caused by the change to or adjustment of Software by another party than Ricoh;
 - b) Caused by a Malfunction of or changes to Products or Systems or by linking and disconnecting Products or Systems.

Article 5. Warranty

- 5.1 Ricoh shall endeavour to fix Bugs within the meaning of article 2.1 of this Software Module within a reasonable period of time if these were reported in writing and with a detailed description within a period of three months after delivery, or - if an acceptance test has been agreed - within three months after acceptance. Ricoh cannot guarantee that the Software is suitable for the factual and/or intended use, nor can Ricoh guarantee that the Software shall function without interruptions and/or that all errors shall be corrected at all times. The Customer is held to report any errors immediately. Ricoh has no obligation with regard to other imperfections in or regarding the Software except for any Bugs within the meaning of these Terms.
- 5.2 Bugs shall be fixed on a location and in a manner to be determined by Ricoh. Ricoh shall be entitled to add temporary solutions or workarounds or problem-avoiding restrictions to the Software.
- 5.3 Ricoh is not held to fix any corrupted or lost data.
- 5.4 Ricoh has no obligation of whatever nature or contents regarding errors reported after expiry of the warranty period referred to in article 5.1 of this Software Module.