

CLOUD SUBSCRIPTION TERMS

INTRODUCTION

(A) These Cloud Subscription Terms are the terms which apply to the provision of the Cloud Product by Ricoh to Customer.

(B) By entering into a Work Order which incorporates these terms by reference, You (the customer company named in the relevant Work Order (“Customer” / “You”)) are entering into an agreement with the Ricoh entity named in the relevant Work Order (“Ricoh”) for the use of the Cloud Products and provision of Services in accordance with these terms (“Agreement”).

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

Schedule 1 lists the defined terms used in this Agreement and also explains some rules to be used in interpreting this Agreement.

2. CONTRACT STRUCTURE

2.1 The Agreement is binding upon the Customer on its signature of the Work Order and will be binding on Ricoh either (a) when it countersigns the Work Order or (b) if the Work Order is not signed by Ricoh, on the date that it commences the fulfilment of the Work Order.

2.2 Unless expressly agreed to in writing by the parties, conflicting or diverging terms and conditions of either party (including any terms referred to on proposals, Work Order, purchase orders or invoices) will not form a part of this Agreement.

2.3 In the event of any conflict between these Cloud Subscription Terms and the Work Order, these Cloud Subscription Terms will take precedence. In the event that changes to these Cloud Subscription Terms need to be made to comply with applicable local law, parties will agree these changes in an amendment to this Agreement which will be attached to the Work Order.

3. CLOUD PRODUCT AND RELATED SERVICES

3.1 Ricoh will provide access to the Cloud Product and any Services set out in the Work Order.

3.2 Ricoh grants to the Customer a non-exclusive, non-transferable right to permit the Authorised Users to use the Cloud Product during the Term solely for the Customer’s internal business operations.

3.3 The Cloud Product will be made available in accordance with the Documentation and the Work Order.

3.4 Ricoh will provide the Services with reasonable care and skill and substantially in accordance with the Documentation and the Work Order. Ricoh will use reasonable endeavours to provide the additional services in accordance with any agreed timescales.

3.5 Ricoh may from time to time make changes to the Cloud Product – this may include adding new features, changing existing features and removing existing features, provided there is no material loss in functionality or features available through the Cloud Product.

3.6 Ricoh will make the Cloud Product available to the Customer in the languages in which it is available generally to Ricoh’s customers from time to time.

4. CUSTOMER OBLIGATIONS

4.1 The Customer warrants that it has full capacity and authority and have obtained all necessary consents to enter into and perform this Agreement.

4.2 The Customer must use the Cloud Product in accordance with any acceptable use policy provided to the Customer from time to time.

4.3 Ricoh is entitled to suspend the Customer’s use of the Cloud Product in order to protect the security and integrity of Ricoh (or its suppliers’) networks and systems.

4.4 The Cloud Product shall be used by the Customer only. Further resale or use by third parties is not permitted.

4.5 The Customer undertakes that each Authorised User shall keep a secure password for his use of the Cloud Product and that each Authorised User shall keep his password confidential.

4.6 The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Cloud Product that:

- (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- (b) facilitates illegal activity;
- (c) depicts sexually explicit images;
- (d) promotes unlawful violence;
- (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- (f) is otherwise illegal or causes damage or injury to any person or property;

and Ricoh reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer’s access to any material that breaches the provisions of this clause 4.6.

4.7 The Customer shall not:

- (a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Cloud Product and/or Documentation (as applicable) in any form or media or by any means; or
- (b) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Cloud Product; or
- (c) access all or any part of the Cloud Product and Documentation in order to build a product or service which competes with the Cloud Product and/or the Documentation; or
- (d) use the Cloud Product and/or Documentation to provide services to third parties; or
- (e) subject to clause 25.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Cloud Product and/or Documentation available to any third party except the Authorised Users, or
- (f) attempt to obtain, or assist third parties in obtaining, access to the Cloud Product and/or Documentation, other than as provided under this Agreement; or
- (g) introduce or permit the introduction of, any Virus or Vulnerability into Ricoh’s network and information systems.

4.8 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Cloud Product and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify Ricoh.

4.9 The Customer shall make regular data backups and maintain adequate virus protection systems for its business.

4.10 The Customer shall:

- (a) provide Ricoh with:
 - (i) all necessary co-operation in relation to this Agreement; and
 - (ii) all necessary access to such information as may be required by Ricoh;

in order to provide the Customer with the Services and access to the Cloud Product, including but not limited to Customer Data, security access information and configuration services;

- (b) without affecting its other obligations under this Agreement, comply with all applicable laws and regulations with respect to its activities under this Agreement;
- (c) carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, Ricoh may adjust any agreed timetable or delivery schedule as reasonably necessary;
- (d) ensure that the Authorised Users use the Cloud Product and the Documentation in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorised User's breach of this Agreement;
- (e) obtain and shall maintain all necessary licences, consents, and permissions necessary for Ricoh, its contractors and agents to perform their obligations under this Agreement;
- (f) ensure that its network and systems comply with the relevant specifications provided by Ricoh from time to time; and
- (g) be, to the extent permitted by law and except as otherwise expressly provided in this Agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to Ricoh's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

5. RICOH OBLIGATIONS

- 5.1 Ricoh warrants that it has full capacity and authority and has obtained all necessary consents to enter into and perform this Agreement.
- 5.2 Ricoh warrants that the Cloud Product shall:
 - (a) be free from Viruses; and
 - (b) substantially provide the functionality set out in the Documentation when properly used in accordance with such Documentation.
- 5.3 The warranty in clause 5.2 shall not apply to the extent of any non-conformance with the Documentation which is caused by use of the Cloud Product contrary to Ricoh's instructions, or modification or alteration of the Cloud product by any party other than the Ricoh or its duly authorised contractors or agents. If the Cloud Product does not conform with the foregoing undertaking, Ricoh will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or

substitution constitutes the Customer's sole and exclusive remedy for any breach of this warranty.

- 5.4 Except as expressly set out in this Agreement, Ricoh gives no warranties regarding the performance of the Services or the functionality or capability of the Cloud Product; in particular Ricoh does not warrant that the Cloud Product will be provided uninterrupted or error-free, or that the Cloud Product will be free from Vulnerabilities. Ricoh can help the Customer to select the Cloud Product based on the requirements specified by the Customer, but their assessment and selection remains the Customer's sole responsibility.
- 5.5 Ricoh is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Cloud Product may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 5.6 EXCEPT AS SET OUT EXPRESSLY IN THIS AGREEMENT, RICOH EXCLUDES, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, ALL TERMS, CONDITIONS AND WARRANTIES (EXPRESS OR IMPLIED, STATUTORY, CUSTOMARY OR OTHERWISE).

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 Nothing in this Agreement will transfer the ownership of any Intellectual Property Rights whether pre-existing or created or developed by or on behalf of either party in performing any such Agreement.
- 6.2 The Intellectual Property Rights in the Cloud Product and Documentation will be owned by Ricoh or its licensors.
- 6.3 The Customer (or its licensors) retains ownership of the Intellectual Property Rights in the data it uploads to the Cloud Products, the Marks and any other material supplied by the Customer to Ricoh in connection with the Agreement, including to enable Ricoh to provide the Cloud Products and Services. Ricoh will have a non-exclusive licence to use such material for the purpose of providing the Cloud Product and Services under the Agreement.
- 6.4 Ricoh may access and use anonymised or aggregated versions of the data for its own business purposes (such as monitoring the volumes and patterns of usage of the service).
- 6.5 Developed Works – Unless otherwise specifically agreed in writing, all IPR in software developments, customisations and solutions made by, on behalf of, or with the assistance of Ricoh pursuant to this Agreement will vest exclusively in Ricoh or its licensors. The Customer will not assert any ownership rights in respect of the aforementioned IPR and will execute all documents and take all action as may be required to perfect Ricoh's (or its licensor's) ownership of IPR. If the Customer requires Ricoh to provide professional services including customisation or branding services, the Customer grants a non-exclusive licence to use the Customer's IPR (including the Marks) for the purpose of providing the customisation of Cloud Product and Services and the branding services (as applicable). Where Ricoh uses the Marks in order to provide branding services: (a) Ricoh shall only use the Marks for the purposes of re-branding the Cloud Product and for the operation of the Cloud Product; (b) Ricoh will comply with any reasonable instructions provided by the Customer in relation to the use of the Marks, and (c) the goodwill resulting from any use of the Marks by Ricoh shall belong to Customer.
- 6.6 The Customer shall indemnify, defend and hold Ricoh and its suppliers harmless from and against any and all claims, losses, liabilities and damages (including reasonable attorney's fees and costs) made by third parties against Ricoh or its suppliers arising from the Customer's use of the Cloud Product (including where the

Customer uses the Cloud Product for unlawful purposes or infringes a third party's IPR) and from Ricoh's use of any materials provided by the Customer (including the Marks).

- 6.7 Ricoh shall indemnify, defend and hold the Customer harmless from and against any and all claims, losses, liabilities and damages (including reasonable attorney's fees and costs) made against the Customer alleging that the Customer's use or possession of the Cloud Product or anything else supplied by Supplier under this Agreement in accordance with the Agreement infringes a third party's IPR.
- 6.8 In order to avoid any infringement, at Ricoh shall (at its discretion) procure the right for the Customer to continue using the Cloud Product or replace or modify them so that they become non-infringing.
- 6.9 Ricoh will not be liable under the indemnity in clause 6.7 to Customer if an alleged copyright infringement is based on:
- (i) any modification of the Cloud Product by Customer; or
 - (ii) Customer's use of the Cloud Product that is contrary to the instructions given to the Customer or documentation made available to Customer,
 - (iii) continued use of the Cloud Product after receiving notice of the alleged or actual infringement; or
 - (iv) a combination of the Cloud Product with other product or service not authorized by Ricoh.

7. DATA PROTECTION AND SECURITY

- 7.1 The Data Processing Agreement is incorporated by reference and Customer confirms that its instructions to Ricoh in respect of data processing are as set out in the Data Processing Agreement
- 7.2 Ricoh shall comply with any specific security requirements set out in the Documentation or a Work Order and shall otherwise ensure that it has appropriate practices and policies in place in respect of information security and integrity, continuity and storage of data, which, at a minimum, are:
- (a) consistent with the principles of ISO:IEC 27001; and
 - (b) otherwise compliant with good IT industry practice.

8. LIABILITY

- 8.1 Nothing in this Agreement excludes or limits liability: (i) for fraud; (ii) for death or personal injury caused by negligence; (iii) to pay sums properly due and owing under this Agreement and/or a Work Order; (iv) breach of confidentiality; (v) under any indemnity expressly set out in this Agreement; or (vi) for any matter which may not lawfully be excluded or limited.
- 8.2 Subject to clauses 8.1 and 8.3, the total liability of Ricoh for any liability arising under or in connection with this Agreement whether in contract, tort (including but not limited to negligence) or otherwise shall be limited in relation to each event of series of connected events to 100% of the Charges paid by the Customer for the Cloud Product and Services in the 12 months immediately preceding the most recent event giving rise to liability.
- 8.3 Except as set out in clause 8.1, neither party will be liable to the other party, whether in contract, tort (including but not limited to negligence) or otherwise for any of the following types of losses:
- (a) loss of profits or revenue;
 - (b) loss of use of or damage to data or software;
 - (c) loss of, or damage to, reputation or goodwill;
 - (d) loss of opportunity or anticipated savings; or

- (e) indirect, consequential or special loss, whether or not such loss was foreseeable of it the party was advised of its possibility.

- 8.4 The exclusions in clause 8.3 will not apply to any direct loss suffered by Ricoh in the event of Customer's wrongful termination of this Agreement.
- 8.5 Except as set out in clause 8.1, Ricoh will not be responsible for any failure or delay in performing its obligations to the extent that such failures or delays are caused by any: (a) inaccuracies or omissions in (i) specifications; or (ii) information supplied or not supplied by the Customer; (b) acts or omissions of the Customer or a third party (other than Ricoh's agents); and (c) failure by the Customer to ensure its network, infrastructure, security policies, and systems are suitably configured for the Cloud Product and Services.

9. TERM

- 9.1 This Agreement will commence upon the effective date set out in the Work Order and Ricoh will begin the initial set-up services (if any). The Initial Term will commence once Ricoh grants Customer access to the Cloud Product. This Agreement will continue for the Initial Term unless terminated by either Ricoh or the Customer in accordance with its terms.
- 9.2 At the end of the Initial Term (or a Renewal Term), the Work Order will be renewed automatically for successive periods of one (1) year (a "Renewal Term") unless terminated by either party in writing at least ninety (90) days before the expiry of the Term or a subsequent Renewal Term.
- 9.3 The Initial Term and any Renewal Term as applicable together are the "Term".

10. CHARGES

- 10.1 The Charges for the Cloud Product and/or Services and the relevant billing period will be set out in the Work Order.
- 10.2 The Customer will pay Ricoh within thirty (30) days of the invoice date.
- 10.3 All payments will be made in full on the due dates for payment without any deduction, set-off or counterclaim for damages or any other reason.
- 10.4 From the end of the Initial Term, Ricoh reserves the right to increase the Charges annually by the increase in the RPI or as may be set out in the relevant Work Order. Any such increase in excess of five per cent (5%) or the increase to the RPI whichever is greater, will only be made following consultation with the Customer. At any time, the Charges which relate to third party products may also be subject to change on thirty (30) days' notice as a result of an increase applied by the relevant third-party supplier.
- 10.5 If the Customer wishes to dispute the Charges, written notice must be received by Ricoh within ten (10) days of the date of the invoice.
- 10.6 Without prejudice to any other rights it may have, Ricoh reserves the right to charge interest on all overdue payments by no more than the amount permitted under late payment legislation such interest payments to run from the due date of payment until payment in full is received (both before and after any judgment) and/or to suspend the provision of Services and Customer's access to the Cloud Product until payment in full, including any accrued interest, is received. The validity of this Agreement will not be affected by the aforementioned measures; in particular the Customer will not be released from its obligation to effect payment of the Charges. Any costs which may be incurred in connection with the return of collateral security will be borne by the Customer.

10.7 Unless otherwise set out in a Work Order, all Charges are expressed exclusive of local statutory charges and taxes (for instance, copyright and environmental charges and taxes) including value added tax ("VAT") and any VAT arising in respect of any supply will be paid to Ricoh by the Customer at the then current legal rate(s) in addition to such Charges.

11. TERMINATION

11.1 Either party may terminate the Agreement in the event that the other party:

- (a) is in material breach of the Agreement where the breach is incapable of remedy; or
- (b) is in material breach of the Agreement where the breach is capable of remedy but the other has failed to remedy the breach within thirty (30) days of being given notice asking for it to be remedied,

provided that this clause 11.1 will not apply to non-payment of sums due under the relevant agreement by the Customer (rights of termination in relation to which are governed by clause 10.6);

11.2 Either party may terminate this Agreement immediately by written notice to the other party if the other party suffers an Insolvency Event.

11.3 Ricoh may terminate the Agreement in the event that the Customer:

- (a) is in breach of its obligations to pay any amounts properly due and payable under this Agreement; and
- (b) has failed to remedy such breach within thirty (30) calendar days of being given notice asking for the breach to be remedied,

unless the outstanding payments are the subject of a genuine dispute, in which case the parties must comply with clause 24 before exercising any other remedy (including termination).

11.4 Ricoh may terminate the Agreement at any time if the supplier who provides the underlying service to Ricoh terminates its agreement with Ricoh for any reason. Ricoh will give the Customer as much notice of this termination as is possible in the circumstances.

12. TERMINATION CONSEQUENCES

12.1 On expiry or termination of this Agreement for any reason the Customer must cease using the Cloud Product.

12.2 The Customer must take steps to retrieve all its data from the Cloud Product prior to the expiry or termination of this Agreement. Ricoh is not under an obligation to retain the data after expiry or termination of this Agreement. If the Customer requests, Ricoh will use reasonable endeavours at the Customer's cost to provide assistance to the Customer in retrieving its data.

12.3 Ricoh will delete Customer's data within a reasonable period after the effective date of the termination of this Agreement.

12.4 In the event of termination of the Agreement for any reason the Customer will immediately pay to Ricoh all arrears of the Charges and other sums due up to the date of termination and any other termination charges agreed by Ricoh and the Customer in writing and set out in the relevant Work Order.

12.5 In the event of termination by Customer under clause 11.1, clause 11.2 or clause 11.3, Ricoh will refund to the Customer any pre-paid Charges for Cloud Product that were to be provided after the termination date. Otherwise, all pre-paid Charges are non-refundable.

12.6 Termination of this Agreement will not affect any accrued rights or liabilities which either party may have by the time the termination takes effect.

12.7 The clauses in this Agreement which by their nature or character could survive expiration or termination will continue to be enforceable notwithstanding such expiration or termination including, but not limited to, the provisions of clauses, 6 (IPR), 8 (Liability), 10 (Charges), 11 (Termination), 13 (Force Majeure), and 15 (Confidentiality).

13. FORCE MAJEURE

13.1 Neither party will be liable for any failure to perform its obligations (other than any payment obligations) under this Agreement where the failure arises from an event beyond the control of the party, and there were no reasonable steps that the party could have taken to avoid or reduce the adverse effects of the event so as to prevent the relevant failure occurring. This clause 13.1 does not apply in relation to any event that a party knew or ought to reasonably have known on entering this Agreement was bound to occur.

13.2 If: (a) either party fails to perform its obligations under this Agreement due to an event beyond its control and in the circumstances in which clause 13.1 applies; and (b) the failure continues for a period of sixty (60) days, then the other party may terminate this Agreement immediately upon written notice to the party that is seeking relief under this clause 13.

14. NOTICES

14.1 Any notice, demand or other communication (each, a "Notice") required under this Agreement will be made in writing and will be treated as having been given: (a) when delivered personally to the representative(s) designated to receive Notices for the intended recipient; or (b) when mailed by certified mail (return receipt requested) or sent by overnight courier to the representative(s) designated to receive Notices for the intended recipient.

14.2 All Notices given under this Agreement will be sent to the addresses set out in the Work Order unless otherwise notified by a party to the other from time to time. If an address is not set out in the Work Order, then Notices will be sent to the registered company address of Ricoh and/or Customer as appropriate.

15. CONFIDENTIALITY

15.1 Both parties will keep all Confidential Information of the other party which is classified as confidential or could be assumed to be confidential due to the circumstances surrounding the disclosure strictly confidential. The receiving party will not disclose any Confidential Information to anyone else, except to anyone to whom the Agreement or Work Order allows information to be disclosed or those of the receiving party's (or its Affiliate's) employees who need the information in order to enable the receiving party to carry out any of its obligations or exercise any of its rights under the Agreement or Work Order. The receiving party will be responsible for ensuring that any person to whom Confidential Information is disclosed by them complies with any conditions of confidentiality applying to the information concerned under this Agreement. The obligations contained in this clause 15.1 will not apply to any Confidential Information which:

- (a) was in the public domain at the time of disclosure, other than through breach of this Agreement;
- (b) was lawfully in a party's possession prior to such disclosure and was not acquired directly or indirectly from a third party under an obligation of confidence;
- (c) is or becomes public knowledge by act or acts other than those of the provider of the Confidential Information or any person related to the provider of the Confidential information; or
- (d) is furnished to the recipient without restriction by any third party having a right to do so.

16. ENTIRE AGREEMENT

16.1 This Agreement and any Schedules attached thereto or specifically incorporated therein by reference, set forth the entire understanding between the parties and supersedes all prior agreements, arrangements and communications, whether oral or written, with respect to the supply of the Cloud Products and/or Services. In particular, the Customer acknowledges that it has not relied upon any statement, promise or representation made on behalf of Ricoh which is not set out in this Agreement, except to the extent that such representation has been made fraudulently. Any purchase order issued by the Customer will be for its administrative purposes only. No other agreements, representations or warranties, whether oral or written, will be deemed to bind the parties with respect to this Agreement.

17. MODIFICATION

17.1 No addition to, or modification of, any provision of this Agreement will be binding on the parties unless made in writing and signed by authorised signatories of each party. A waiver of the written form can only be declared in writing.

18. SEVERANCE

18.1 The invalidity, illegality or unenforceability of any provision will not affect or impact the continuation in force of the remainder of this Agreement. Any invalid provision will be reinterpreted or amended in such a way that the intended economic purpose can be achieved to the fullest extent permitted by law. If such provision cannot be so amended and construed, it will be severed, and the remaining provisions of the relevant Agreement will remain unimpaired.

19. NO WAIVER

19.1 The failure to exercise or delay in exercising a right or remedy will not constitute a waiver of the right or remedy or a waiver of any other rights or remedies and no single or partial exercise of any right or remedy will prevent any further exercise of the right or remedy or the exercise of any other right or remedy. The rights and remedies in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

20. NO PARTNERSHIP OR AGENCY

20.1 Nothing in this Agreement will, or is intended to, create a partnership or joint venture between the parties, constitute one party as agent of the other or give either party authority to make or enter into commitments, assume liabilities or pledge credit on behalf of the other party. Neither party may act as if it were or represent (expressly or impliedly) that it is, an agent of the other or has such authority.

21. NO THIRD-PARTY RIGHTS

21.1 A person who is not a party to the agreement concerned will not have any rights under or in connection with it, including any rights to enforce it or make any claim under it.

22. COUNTERPARTS

22.1 This Agreement and any Work Order may be executed in counterparts, each of which will be deemed to be an original.

23. ANTI-BRIBERY

23.1 Except for sums properly due and owing to either party in the normal course of performance of this Agreement, or any Work Order, neither party will give, offer, promise or authorise any payment, gift or other thing of value (whether financial or otherwise) to any of the other party's officers, employees, agents or contractors for the purpose of inducing or rewarding any favourable action or influencing any act

or decision, and each party warrants that it has not done so prior to the date of signing of the relevant Agreement.

24. DISPUTE RESOLUTION

24.1 The parties will attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this Agreement within 20 Working Days of either party notifying the other of the dispute and such efforts will involve the escalation of the dispute to the senior management of each party.

25. ASSIGNMENT

25.1 Customer shall not, without the prior written consent of Ricoh, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement. Ricoh may at any time assign, transfer, charge, pledge, sub-contract or deal in any other manner with all or any of its rights or obligations (including payments) under this Agreement.

26. GOVERNING LAW AND JURISDICTION

26.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law applicable to the country of registration of the Ricoh entity signing the Work Order is registered without reference to United Nations Convention on Contracts for the International Sale of Goods, or other international laws.

26.2 Each party irrevocably agrees that the courts of the country of registration of the Ricoh entity signing the Work Order shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

SCHEDULE 1

DEFINITIONS AND INTERPRETATION

1. DEFINITIONS

In this Agreement, terms set out below have the following meanings:

Agreement	the contract entered into by Ricoh and Customer for the supply of Cloud Products and Services, which incorporates these Cloud Subscription Terms and the relevant Work Order
Affiliate	in relation to a party to this Agreement, any undertaking that for the time being, and whether directly or indirectly: <ul style="list-style-type: none"> • Controls the party concerned; • is Controlled by the party concerned; or • is under common Control with the party concerned;
Authorised Users	those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Cloud Product and/or Services and the Documentation;
Charges	all sums due from Customer for the Cloud Products and/or Services pursuant to a Work Order;
Cloud Product	the web-based cloud service (including updates, upgrades, patches and subsequent released versions of that service), which Ricoh will provide as set out in Documentation and which Authorised Users may access via a browser or any mobile phone or tablet apps that work with the cloud service;
Cloud Subscription Terms	these terms including schedules
Confidential Information	in relation to a party, all information concerning its and its Affiliates' business, finances, technology and affairs regardless of its nature;
Control	with respect to any undertaking, means the power, whether directly or indirectly (and whether by the possession or ownership of shares or stock, the exercise of any voting power, the exercise of any rights under a contract or otherwise) to: <ul style="list-style-type: none"> • appoint or remove the majority of the members of the governing body of the undertaking; • direct the behaviour of the majority (in voting terms) of the members of the governing body of the undertaking; or • otherwise exercise control over the affairs or policies of the undertaking;
Customer / You	the customer company named in the relevant Work Order which is a party to the Agreement;
Customer Data	the data inputted by the Customer, Authorised Users, or Ricoh on the Customer's behalf for the purpose of using the Cloud Product and/or Services

or facilitating the Customer's use of the Cloud Product and/or Service;

Documentation	the documentation made available to the Customer by the Supplier online via https://get.ricohspaces.com/terms or such other web address notified by the Supplier to the Customer from time to time which sets out a description of the Cloud Product and the Services and the user instructions for the Services;
Developed Works	defined in clause 6.5
Data Processing Agreement	the data processing agreement made available online at https://get.ricohspaces.com/terms or such other web address notified by the Supplier to the Customer from time to time;
Effective Date	the date of this Agreement;
Initial Term	the initial subscription period of the Cloud Product as set out in the Work Order. If the Work Order does not specify an Initial Term the default Initial Term is be twelve (12) months;
Insolvency Event	in relation to a party means (i) that party becomes insolvent or unable to pay its debts as the fall due or is deemed to be unable to pay its debts under applicable laws; or (ii) any step, action, application, order, proceeding or appointment is taken or made by or in respect of that party in relation to the whole or any part of its undertaking for a voluntary arrangement or composition or reconstruction of its debts, a distress, execution, composition or arrangement with creditors, or winding-up, dissolution, administration, receivership (administrative or otherwise) or bankruptcy or (iii) ceasing or threatening to cease to do business, or (iv) an analogous event occurs to that party in any jurisdiction to which it is subject;
Intellectual Property Rights / IPR	patents, patentable rights, copyright, design rights, utility models, trademarks (whether or not any of the above are registered), trade names, rights in domain names, rights in inventions, rights in data, database rights, rights in know-how and confidential information, and all other intellectual and industrial property and similar or analogous rights existing under the laws of any country and all pending applications for and right to apply for or register the same (present, future and contingent, and including all renewals, extensions, revivals and all accrued rights of action);
Marks	shall mean the Customer trade marks, logos, symbols and names used by or licensed to Ricoh;
Notice	defined in clause 14.1;
Ricoh	the Ricoh entity named in the relevant Work Order which is a party to the Agreement;
Renewal Term	Is defined in clause 9.2;

RPI	the national retail price index;		to paragraphs of the schedules or annexes to the schedules (as the case may be);
Services	any services to be provided by Ricoh as set out in the Documentation and a Work Order, including end user support, customisation, configuration, and professional services (where relevant);	(d)	clause headings are for convenience only and shall not affect the interpretation of this Agreement;
Software	computer software, including any databases forming part of or used with the software but excluding firmware installed in any Product (which will be treated as forming part of the Product concerned);	(e)	reference to "including" or any similar terms in this Agreement shall be treated as being by way of example and shall not limit the general applicability of any preceding words; and
Term	defined in clause 9.3;	(f)	reference to any legislation shall be to that legislation as amended, extended or re-enacted from time to time and to any subordinate provision made under that legislation.
VAT	defined in clause 10.7;		
Virus	any thing, device, code or function which is intended either automatically, with the passage of time or under the control of any person to impair or otherwise adversely affect the operation of any computer, prevent or hinder access to any program or data, impair the operations of the program or the reliability of the data (whether by rearranging within the computer any storage medium or device, altering or erasing the program or data in whole or in part, or otherwise), including malware or malicious software, computer viruses, spyware, software detection killers, sentinels, hidden files, back doors, time bombs, drop dead devices, Trojan horses, worms or other routines which may be or are designed to permit access by any person, or on its own, to disable, erase or otherwise harm or modify the software or any data but excluding software designed for the security of the software;		
Vulnerability	a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability, and the term Vulnerabilities shall be construed accordingly;		
Work Order	a purchase order in writing between Ricoh and Customer, which specifies the Cloud Product and Services to be supplied by Ricoh and which incorporates these Cloud Subscription Terms by reference; and		
Working Day	Mondays to Fridays inclusive, excluding any bank or public holidays in any country in which the Agreement is to be performed.		

2. INTERPRETATION

In this Agreement:

- (a) reference to a person includes a legal person (such as a limited company) as well as a natural person;
- (b) reference to an “**agreement**” includes the schedules and appendices and other documents attached to it or incorporated by reference into it (all as amended, added to or replaced from time to time);
- (c) references to clauses or schedules are to those in or to this Agreement and references to paragraphs shall be