

RICOH CloudStream Agreement (Clickwrap)

*Non-English translations of the following content are provided for convenience only. In the event of any ambiguity or conflict between English and the translations, the English version shall prevail.

For a German translation of this document, please check the URL (<https://supportsite.eu.cloudstream.ricoh.com/agreement-documents/>).

RICOH CloudStream Agreement

Last Modified: June 10th, 2024

This RICOH CloudStream Agreement (this “**Agreement**”) is a binding contract between you (“**Customer**,” “**you**,” or “**your**”) and Ricoh Company, Ltd. (“**Provider**,” “**we**,” or “**us**”). This Agreement governs your access to and use of CloudStream.

THIS AGREEMENT TAKES EFFECT WHEN YOU CLICK THE “Sign up” BUTTON OR BY ACCESSING OR USING CLOUDSTREAM OR ON THE DATE OF THE ORDER FORM, WHICHEVER IS EARLIEST (the “**Effective Date**”). BY SIGNING OR SUBMITTING THE ORDER FORM, CLICKING ON THE “Sign up” BUTTON BELOW OR BY ACCESSING OR USING CLOUDSTREAM, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT AND WARRANT, IF ENTERING INTO THIS AGREEMENT FOR AN ORGANIZATION, THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT ORGANIZATION; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS.

IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR USE CLOUDSTREAM; YOU MUST IMMEDIATELY DISCONTINUE ACCESS OR USE OF CLOUDSTREAM AND, AS APPLICABLE, YOU MUST RETURN ALL STORAGE MEDIUMS CONTAINING CLOUDSTREAM AS WELL AS ALL ACCOMPANYING DOCUMENTATION TO US.

1. Definitions.

- (a) “**AUP**” has the meaning set out in Section 4(a) of this Agreement.
- (b) “**Aggregated Statistics**” has the meaning set out in Section 3(e) of this Agreement.
- (c) “**Authorized User**” means Customer and Customer’s employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Cloud Services under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Cloud Services has been purchased hereunder.
- (d) “**CloudStream**” means (i) the Cloud Services, when Customer purchases a subscription to the Cloud Services, and (ii) the Software, when Customer is not utilizing Provider’s cloud server service (*i.e.*, Customer purchases a license and conducts an on-premises installation or Customer deploys the Software on its private cloud).
- (e) “**Cloud Services**” means the following services furnished by Provider pursuant to this Agreement: (i) the Print/Scan Services, (ii) the Device Management/Dashboard Services, and/or (iii) other services described in the Documentation or Order Form referencing this Agreement and/or any information material, brochure, or website referenced in such Order Form.
- (f) “**Confidential Information**” has the meaning set out in Section 30(a) of this Agreement.
- (g) “**Confirmation of Permitted Usage**” has the meaning set out in Section 8(c) of this Agreement.
- (h) “**Customer Data**” means, other than Aggregated Statistics, information, data, and other content,

in any form or medium, that is submitted, posted, or otherwise transmitted through the Cloud Services by or on behalf of an Authorized User.

(i) “**Customer Server**” has the meaning set out in Section 8(a) of this Agreement.

(j) “**Device Management/Dashboard Services**” means services provided by Provider to allow Customer to manage multi-functional printers and other devices on a remote basis through a server as detailed in the Documentation, on the Website, and reflected in the Order Form.

(k) “**Documentation**” means user manuals, handbooks, and guides relating to CloudStream that are furnished by Provider to Customer via the Website or other electronic or hard copy form; this includes the following: (i) the end user documentation for the Cloud Services, and (ii) the license key and associated media for the Software.

(l) “**Feedback**” has the meaning set out in Section 12 of this Agreement.

(m) “**Fees**” means fees for the provision of CloudStream, as detailed in the Order Form.

(n) “**Losses**” has the meaning set out in Section 13(a)(i) of this Agreement.

(o) “**Order Form**” means Customer’s order, certificate of purchase, or other confirmation issued by us or the Vendor in connection with the Customer’s purchase of CloudStream.

(p) “**Print/Scan Services**” means services furnished by Provider to enable Customer to operate printing, scanning, and other functions of multi-functional printers and other devices on a remote basis as detailed in the Documentation and the Order Form.

(q) “**Privacy Notice**” has the meaning set out in Section 33 of this Agreement.

(r) “**Provider IP**” means CloudStream, the Documentation, and all intellectual property provided to an Authorized User in connection with the foregoing. Provider IP (i) does not include Customer Data; and (ii) does include Aggregated Statistics and any information, data, or other content derived from Customer’s access to or use of the Cloud Services as facilitated by Provider.

(s) “**Service Suspension**” has the meaning set out in Section 3(g) of this Agreement.

(t) “**Software**” means the software as named herein or as set forth in the Order Form; it does not include the Cloud Services.

(u) “**Software License**” has the meaning set out in Section 8(a) of this Agreement.

(v) “**Third-Party Claim**” has the meaning set out in Section 13(a)(i) of this Agreement.

(w) “**Third-Party Licenses**” has the meaning set out in Section 9(u) of this Agreement.

(x) “**Third-Party Products**” means any products, content, services, information, data, websites, software programs, code, libraries, or other information or materials contained in, incorporated into, or accessible through CloudStream, which are (i) owned by a third party, and/or (ii) licensed pursuant to an open source software license.

(y) “**Trial License**” has the meaning set out in Section 27 of this Agreement.

(z) “**Website**” means the website(s) operated by Provider or its affiliate that is referenced in the Order Form or the URL of which is otherwise made available to Customer by Provider or its affiliate.

(aa) “**Vendor**” means the natural or legal person other than Provider from whom Customer has acquired CloudStream.

2. Structure of this Agreement. If you have acquired CloudStream in the form of the Cloud Services, Sections 3 through 7 of this Agreement shall apply. If you have acquired CloudStream in the form of the Software, Sections 8 through 11 of this Agreement shall apply instead.

3. Cloud Services – License for Access and Use.

(a) Provision of Access. Subject to and conditioned on your payment of Fees and your compliance with the terms and conditions of this Agreement, Provider hereby grants you a revocable, non-exclusive, non-transferable, non-sublicensable, limited right to access and use the Cloud Services during the Term solely for your internal business operations by Authorized Users. Provider shall provide you with the necessary access credentials to enable Authorized Users to access the Cloud Services.

(b) Documentation License. Subject to and conditioned on your payment of Fees and compliance with the terms and conditions of this Agreement, Provider hereby grants you a revocable, non-exclusive, non-transferable, non-sublicensable license for Authorized Users to use the Documentation during the Term solely for your internal business operations by Authorized Users.

(c) Downloadable Software. Use of the Cloud Services may require or include use of downloadable software. Provider hereby grants you a revocable, non-exclusive, non-transferable, non-sublicensable, limited right for Authorized Users to use downloadable software we provide as part of the Cloud Services. Any Third-Party Products that consist of downloadable software are subject to the terms of Section 4(e) of this Agreement.

(d) Use Restrictions. You shall not permit any Authorized Users to use the Cloud Services, any component of the Cloud Services, or Documentation for any purposes beyond the scope of the access granted in this Agreement. You shall not, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Cloud Services, any component of the Cloud Services, or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Cloud Services or Documentation except as expressly permitted under this Agreement; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Cloud Services, in whole or in part; (iv) remove any proprietary notices from the Cloud Services or Documentation; or (v) use the Cloud Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law, regulation, or rule. You shall promptly notify us if you become aware of any possible infringement, violation, or unauthorized use of or access to the Cloud Services or Documentation and fully cooperate with us, at our expense (unless the infringement, violation or unauthorized use or access is attributable to you or any of your employees, contractors, consultants or agents, in which case at your expense), in any measures taken by us to stop and/or remedy such infringement, violation or unauthorized use of or access.

(e) Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, Provider (including its licensor) may monitor Customer's use of the Cloud Services and collect and compile data and information related to Customer's use of the Cloud Services to be used by Provider in an aggregated manner for its own business purposes, including to (i) assist Provider, its authorized representatives and/or the Vendor in providing the Cloud Services to you, (ii) product development, (iii) research, (iv) marketing including to Customer, and/or (v) sales, in each case in an aggregated form so that such data and information cannot be related to a natural person's use of the Cloud Services ("**Aggregated Statistics**"). As between Provider and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, are solely the property of Provider. You acknowledge that Provider may compile Aggregated Statistics based on Customer Data input into the Cloud Services. You agree that Provider may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law, provided that such Aggregated Statistics do not identify Customer, Customer's Confidential Information, or any Authorized User.

(f) Reservation of Rights. Provider reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party, any intellectual property rights or other right, title, or interest in or to the Provider IP.

(g) Suspension. Notwithstanding anything to the contrary in this Agreement, Provider may temporarily suspend Customer's and any other Authorized User's access to any portion or all of the Cloud Services if: (i) Provider reasonably determines that (A) there is a threat to or attack on Provider IP; (B) an Authorized User's use of the Provider IP disrupts or poses a security risk to the Provider IP or to any other customer or vendor of Provider; (C) an Authorized User is, upon information or belief, using the Provider IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Provider's provision of the Cloud Services to an Authorized User is prohibited by applicable law; (ii)

any vendor of Provider has suspended or terminated Provider's access to or use of any third-party services or products required to enable Customer to access the Cloud Services; or (iii) Customer's or Authorized Users' access to the Cloud Services is suspended in accordance with Section 6 (any such suspension described in subclause (i), (ii), or (iii), a "**Service Suspension**"). Directly or indirectly through the Vendor, Provider shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Cloud Services following any Service Suspension. Provider shall use commercially reasonable efforts to resume providing access to the Cloud Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Provider will have no liability for any damage, liabilities, losses (including any loss of revenue or profits), or any other consequences that Customer or any other Authorized User may incur as a result of a Service Suspension.

4. Cloud Services - Customer Responsibilities.

(a) Acceptable Use Policy. The Cloud Services may not be used for fraudulent, offensive, or obscene activity, as may be further described and set forth in Provider's acceptable use policy ("**AUP**") which the Provider may make available to the Customer and as may be reasonably created and amended from time to time. You will comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on the Website from time to time, including the AUP in your use of the Cloud Services.

(b) Account Use. You are responsible and liable for all use of the Cloud Services and Documentation by the Authorized Users associated with your account. You shall make all Authorized Users aware of this Agreement and its provisions, and you shall cause Authorized Users to comply with this Agreement.

(c) Customer Data. You hereby grant to Provider (i) a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Provider to provide the Cloud Services to you, and (ii) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display the Customer Data incorporated within the Aggregated Statistics. You will ensure that the Customer Data and any Authorized User's use of the Customer Data will not violate: (x) the rights of any person or entity; (y) any policy or terms referenced in or incorporated into this Agreement; or (z) applicable law or regulation. You are solely responsible for the development, content, operation, maintenance, and use of the Customer Data.

(d) Passwords and Access Credentials. You are responsible for keeping your passwords and access credentials associated with the Cloud Services confidential and shall take commercially reasonable measures to prevent any unauthorized access to such passwords and/or credentials. You will not sell or transfer them to any other person or entity. You will promptly and in any case within 24 hours notify us of any unauthorized access to your passwords or access credentials, whether suspected or confirmed.

(e) Third-Party Products. The Cloud Services may permit access to Third-Party Products. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions presented to you for acceptance within the Cloud Services by website link or otherwise. If you do not agree to abide by the applicable terms for any such Third-Party Products, then you should not install, access, or use such Third-Party Products.

(f) Further Customer Responsibilities. Customer shall be subject to and comply with the customer responsibilities set out in Section 9 of this Agreement to the maximum extent that such customer responsibilities can by their nature be applied in the context of the Cloud Services.

5. Cloud Services - Service and Support.

(a) Service. Subject to the terms and conditions of this Agreement, Provider shall use commercially reasonable efforts to make the Cloud Services available.

(b) Support. The access rights granted hereunder entitle Customer to the support services described on the Website or in documents separately made available to the Customer by the Provider that reference this Agreement for as long as Customer is entitled to receive the Cloud Services. In individual cases it may be necessary for Customer to purchase support services separately. For the avoidance of doubt, this Agreement does not entitle Customer to any support with regard to Third-Party Products.

- (i) Provider will update the Cloud Services regularly to the newest release.
- (ii) Provider will use commercially reasonable means to solve an incident (an unplanned interruption to the Cloud Services' operation or reduction in its quality), including but not limited to, reconfiguration of the Cloud Service or its environment, the Cloud Service update with newer version, or any available workaround, that aims to restore the functionality of such Cloud Service as it was prior the occurrence of an incident.
- (iii) Provider will perform maintenance at its discretion, scheduling it with adequate prior notice whenever feasible.
- (iv) Customer must provide remote access to Provider upon troubleshooting request.

6. Cloud Services – Fees and Payment. Customer shall pay, according to choice of the Provider or as set out in the Order Form, Provider or the Vendor the Fees without offset or deduction. The payment term will be set out in the OrderForm. Customer shall make all payments hereunder in the currency set out in the Order Form on or before the due date. If Customer fails to make any payment when due, without limiting Provider's other rights and remedies: (i) Provider or the Vendor may charge interest on the past due amount at the rate of 1.5% per month or, at the choice of Provider or the Vendor, the maximum interest rate permissible under applicable law, calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse Provider or the Vendor for all costs incurred by Provider or the Vendor in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for 30 days or more, Provider or the Vendor may suspend access to any portion or all of the Cloud Services until such amounts are paid in full. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Provider's income, revenues, personnel, or assets. Provider reserves the right to increase the Fees annually; such increase shall not exceed two percent (2%). For the avoidance of doubt, the new Fees will apply from the effective date of the change as designated in but not earlier than the receipt of Provider's written notice to Customer of the change, whereby a change to the Fees on the Website shall qualify as sufficient written notice. In case the Cloud Services have been obtained for a fixed term, the new Fees shall not affect such fixed term retroactively but shall apply in case the fixed term is extended with effect from the time of the extension for the extension term.

7. Cloud Services – Limited Warranty and Warranty Disclaimer.

- (a) Provider warrants that, for a period of ninety (90) days after Customer has first been granted access to the Cloud Services by Provider (the "Warranty Period"), the Cloud Services will conform in all material respects to its description in the Order Form and the Documentation when accessed and used by Customer in accordance with this Agreement and the Documentation. Provider does not make any representations or guarantees regarding uptime or availability of the Cloud Services unless specifically identified in the Order Form. In the event that the Cloud Services do not conform in all material respects to its description in the Order Form and the Documentation when accessed and used by Customer in accordance with this Agreement and the Documentation (a "Warranty Claim"), then as Customer's sole remedy and the sole liability of Provider or its licensors, Provider and its licensor will, at Provider's option, offer Customer a credit for future services or refund all fees paid for it *pro rata* for the time after the Warranty Claim. Notwithstanding the foregoing, Provider will not be responsible for (i) any Warranty Claim not reported during the Warranty Period, (ii) any impairment of the Cloud Services that you or a third party have modified, misused, or damaged or (iii) any impairment of the Cloud Services caused by hardware or network configuration or network connectivity problems or malfunctioning of third party software or services. THE FOREGOING WARRANTY DOES NOT APPLY, AND PROVIDER STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS. For the avoidance of doubt, as long as Customer is entitled to receive the Cloud Services, Customer will be provided with the support services as set out in Section 5(b).

(b) You warrant that both the Customer Data and your use of the Cloud Services shall at all times be in compliance with the AUP and applicable law.

(c) THE THIRD-PARTY PRODUCTS AND, EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 7(a), THE CLOUD SERVICES, ARE PROVIDED "AS IS" AND PROVIDER SPECIFICALLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE CLOUD SERVICES, INCLUDING ANY THIRD-PARTY

PRODUCTS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET YOUR OR ANY OTHER PERSON'S OR ENTITY'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OF YOUR OR ANY THIRD PARTY'S SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

8. Software – Grant and Scope of License

(a) In consideration of your compliance with the terms and conditions of this Agreement and subject to the payment of all relevant fees and charges, if any, Provider hereby grants you a revocable, non-exclusive, non-transferable, limited license to use the Software in machine-readable object code form only and the Documentation ("**Software License**") through a server ("**Customer Server**") that Customer arranged at its expense and responsibility.

(b) Customer shall pay to Provider the Fees as Software License fees, unless Customer and Provider have separately agreed in writing on a different fee arrangement, in which case Customer shall pay to Provider such separately agreed fees. Regarding currency, payment deadline, interest and tax, Section 6 of this Agreement shall apply, unless Customer and Provider have separately agreed in writing on different payment terms. Provider reserves the right to increase the Fees annually; such increase shall not exceed two percent (2%). The revised Fee will apply to a subscription Software License from the effective date of the change as designated in but not earlier than the receipt of Provider's written notice to Customer of the change, whereby a change to the Fees on the Website shall qualify as sufficient written notice, and the Fees for all fixed term Software Licenses granted by Provider before the effective date will be invoiced at the previously agreed Fee rate and will therefore not be affected by the change of the Fee. If a fixed term Software License is extended, the Fee in effect at the time of the extension will apply for the extension term, with Provider reserving the right to increase such fees within such extension term annually by up to two percent (2%).

(c) This Software License and your use of the Software is expressly limited to the number, volume, quantity or other usage metrics or limitations set forth in the Order Form and Documentation ("**Confirmation of Permitted Usage**"). Depending upon the product, the usage metrics may be stated as a permitted number of users, seats, multi-functional printers, devices, personal computers or servers, or some other quantitative limitation. Unless the Documentation provides to the contrary, this Agreement governs any future releases, revisions, updates or enhancements to the Software.

(d) You agree to use the Software in accordance with the terms of this Agreement and any additional terms set out in the Confirmation of Permitted Usage.

(e) Subject to the Confirmation of Permitted Usage, You may: (a) install, load, execute, operate, perform, display and use the Software for your internal business processes and operations only; (b) make a reasonable number of copies of the Software for back-up purposes only, provided that this is necessary for the activities permitted by Section 8(a)-(c) of this Agreement, and (c) use any Documentation in support of the use permitted under Section 8(a)-(c) of this Agreement and make copies of the Documentation as reasonably necessary for its lawful use.

(f) You acknowledge and agree that Provider may, in connection with your use of the Software, collect, transmit, and otherwise process data and information about your copiers, printers, and multi-functional devices, including transfer of such information to a Provider-controlled remote server in a country other than your country of establishment. This data and information may include, by way of illustration and not limitation, (i) identification of any networked output device (e.g., make, model and serial number), (ii) device usage, meter, and diagnostic information (e.g., number of pages printed, error codes etc.), and (iii) verification of license compliance, but will not include document content or personal information. Provider shall own and retain all right, title, and interest in this data and information, and may use it, including by providing it to third parties, to provide support to you and/or service your devices and/or to provide better services to you. Provider and/or the Vendor may also use this information for their respective regular business purposes, including but not limited to product development, research and marketing, in each case provided that the information is used in an anonymous form.

(g) Provider reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party, any intellectual property rights or other right, title, or interest in or to the Provider IP.

9. Software – Customer Responsibilities. Except as expressly set out in this Agreement or as otherwise

required by applicable law without the possibility of contractual waiver or limitation, you agree to and undertake the following:

(a) The Software is licensed, not sold. Customer acknowledges that the Software is the property of Provider or its licensors. All rights not explicitly licensed to Customer shall remain with Provider or its licensors.

(b) The Software License is time limited and non-exclusive and grants Customer the right to use the Software solely in object code form and only for the license term.

(c) Licenses to the Software are either user-based licenses or device-based licenses, or a combination of both as outlined below:

(i) For licensing of the Software under a user-based license, one user license is needed for each Licensee who has access to the Software.

(ii) For licensing of the Software under a device-based license, one device license is needed for each device used with the Software, regardless of the number of print queues used. In this context a "device" is defined as either (a) a physical printer device capable of outputting printed material generated by the Software or (b) a physical scanner device capable of scanning documents into a digital format by the Software.

(d) Unless expressly stated otherwise, the Software License shall be granted to the end user solely for its internal business use. Without a Provider's prior express consent, the end user may not, either for or without consideration, return service, or payment, in any way further assign the rights and duties arising from the Software License, or lend, lease, sub-license, or in any other manner transfer the Software, or use the same as collateral or as security with respect to the end user's or any other person's obligations.

(e) Customer may not alter or remove any copyright, trademark, patent, or other protective notices contained in or on Software.

(f) Customer may not reverse engineer, decompile, or disassemble the Software or otherwise attempt to derive its source code, except and only to the extent that any of these activities is permitted by applicable law despite this restriction. To the extent that the right to decompile, disassemble, or reverse engineer the Software is permitted by applicable law despite this restriction, Customer agrees not to do so if Provider makes available to Customer a separate software module that allows Customer to achieve interoperability of an independently created computer program for use with the Software. Customer agrees that, prior to attempting to achieve such interoperability, Customer will obtain written notification from Provider and its relevant licensor(s) that it is unwilling to make such a software module available within a reasonable period of time.

(g) Customer may not modify, disable, circumvent, avoid, bypass, remove, deactivate, impair or otherwise interfere with features of the Software that enforce license restrictions or limits or report technical or statistical information regarding the Software or its use.

(h) Customer may not continue to use prior versions of any Software after having been given access to an upgrade of the Software or any update that wholly replaces the Software. The Software may update automatically when a new version or feature is available.

(i) Customer shall not provide, disclose, or otherwise make available the Software in any form to any person other than Customer's employees, the Vendors or other customers who have obtained and maintain a valid Software License from Provider or a Vendor.

(j) Customer shall not copy the Software or Documentation, except where such copying is incidental to normal use of the Software or where it is reasonably necessary for the purpose of back-up or operational security.

(k) Customer shall not make any derivative works of the Software, nor adapt, vary, translate, modify, or make alterations to, the whole or any part of the Software nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs.

(l) Customer shall not decompile, disassemble or reverse engineer the whole or any part of the Software except where required by the terms of an applicable open-source software license, or by

applicable law without the possibility of contractual deviation.

(m) Customer shall not rent, lease, sublicense, loan or transfer the Software and Documentation to any third party, or otherwise allow any third party to use the Software, without the prior written consent of Provider.

(n) Customer shall not distribute, host as a service, make available for timesharing or otherwise make available for the benefit of third parties (whether for a fee or otherwise) the Software, in whole or in part.

(o) Customer shall keep any authorized copies of the Software secure and maintain accurate and up-to-date records of the number and locations of all copies of the Software.

(p) Customer shall supervise and control use of the Software and ensure that the Software is used by Customer's employees and its Authorized Users in accordance with the terms of this Agreement.

(q) Customer shall include the copyright notice of Provider on all entire and partial copies of the Software in any form.

(r) Customer shall not provide, or otherwise make available, the Software in any form, in whole or in part (including, but not limited to, program listings, object and source program listings, object code and source code) to any person other than Customer's employees without prior written consent from Provider.

(s) Customer shall permit Provider and its authorized representatives, at all reasonable times and on reasonable advance notice, to inspect and have access to any premises, and to the computer equipment located there, at which the Software or Documentation is being kept or used, and any records kept pursuant to this Agreement, for the purpose of ensuring that Customer is and has been in compliance with the terms of this Agreement.

(t) Customer acknowledges that the Software may contain Third-Party Products. Customer may use such Third-Party Products only as integrated or contained in the Software, and all intellectual property rights in such Third-Party Products remain owned by their respective licensors. Where the license agreement or terms of use for such Third-Party Products (the "**Third-Party Licenses**") are contained in the installation instructions, text, or "readme" files, or other download or installation media that Provider provides to Customer in connection with the Software, Customer's use of the Third-Party Products shall be subject to such Third-Party Licenses. Customer agrees to comply with such Third-Party Licenses. Except as otherwise set forth in a Third-Party License, the restrictions and requirements in this Agreement shall apply to Customer's use of all Third-Party Products.

(u) Only when expressly permitted by applicable law without the possibility of contractual deviation or required by a Third-Party License, Provider waives the prohibition in Section 9 of this Agreement against reverse engineering or decompiling, but only as to the respective Third-Party Product and only for the limited purpose required by the applicable license or law and not to create any software which is substantially similar to the Software. Except as expressly set out in this Agreement or confirmed by Provider in writing, Customer acknowledges that Customer has no right to have access to the Software in source code form, in unlocked coding, or otherwise in human readable form with comments.

(v) Customer shall provide Provider and/or the Vendor with access to the Customer Server to the extent necessary, as reasonably but determined by Provider or the Vendor, for Provider and/or the Vendor to maintain and support the Software, including by providing updates, bug fixes, and other support for the Software. To the extent remote access is insufficient for this purpose or cannot be provided for technical reasons, Customer shall provide Provider and/or the Vendor with physical access. Customer shall bear Provider's and/or Vendor's costs that reasonably become necessary as a result.

10. Software – Maintenance and Support. Provider shall use commercially reasonable efforts to provide technical supports, updates, bug fixes, version upgrades, or any similar revisions or improvements for the Software under terms and conditions of the Software License purchased by you.

(i) Provider will release updates for the Software regularly on as needed basis.

(ii) Provider will use commercially reasonable means to solve an incident (an unplanned interruption to the Software's operation or reduction in its quality), including but not limited to, reconfiguration of the Software or its environment, the Software update with newer version, or any available workaround, that aims to restore the functionality of such Software as it was prior the occurrence of an incident.

(iii) Customer must provide remote access to Provider upon troubleshooting request.

11. Software – Limited Warranty and Warranty Disclaimer.

(a) Provider warrants that, for a period of ninety (90) days after the issuance of a Software License to you (the “Warranty Period”), the Software will function substantially in accordance with its Documentation. In the event that the Software does not conform in all material respects to the Documentation when used by Customer in accordance with this Agreement and the Documentation (a “Warranty Claim”), then as Customer’s sole remedy and the sole liability of Provider or its licensors, Provider and its licensor will, at Provider’s option, either replace or repair the defective Software with reasonable time or refund all fees paid for it *pro rata* for the time after the Warranty Claim. Notwithstanding the foregoing, Provider will not be responsible for (i) any breach of warranty not reported during the warranty period, (ii) any malfunctioning of the Software that you or a third party have modified, misused, or damaged or (iii) any malfunctioning of the Software caused by hardware or network configuration or network connectivity problems or malfunctioning of third-party software or services. For the avoidance of doubt, as long as the Software License is valid, Customer will be provided with the support services as set out in Section 10.

(b) You warrant that both the Customer Server and your use of the Software are in compliance with the AUP and applicable law.

(c) EXCEPT FOR THE LIMITED WARRANTY PROVIDED IN SECTION 11(a) OF THIS AGREEMENT, YOU ACKNOWLEDGE THAT THE SOFTWARE, SERVICES, SUPPORT AND ANYTHING ELSE SUPPLIED TO YOU UNDER THIS AGREEMENT ARE BEING PROVIDED “AS IS”, WITHOUT WARRANTY OF ANY KIND WHATSOEVER. PROVIDER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS OR OTHER TERMS WHATSOEVER (WHETHER EXPRESS OR IMPLIED) INCLUDING, BUT NOT LIMITED TO, THE IMPLIED TERMS OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ASSUME RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE TO ACHIEVE YOUR INTENDED RESULTS. PROVIDER DOES NOT WARRANT THAT (i) THE SOFTWARE OR SERVICES (INCLUDING HOSTING) WILL MEET YOUR REQUIREMENTS, (ii) THAT ITS OPERATION WILL BE IN AN UNINTERRUPTED MANNER, COMPLETELY SECURE OR ERROR-FREE OR (iii) THAT THE SOFTWARE WILL INTEROPERATE WITH THIRD PARTY SOFTWARE OR SERVICES.

12. Intellectual Property Ownership; Feedback. You acknowledge that no right, title, or interest to any trademark, service mark or trade names of Provider is granted by this Agreement. Without limiting the foregoing, as between you and us, (a) we or our licensors own and retain all right, title, and interest, including all intellectual property rights, in and to CloudStream, including (i) all software code (source and object), functionality, technology, system or network architecture and user interfaces and all modifications thereto, (ii) all ideas, trade secrets, inventions, patents, copyrights and other intellectual property rights with respect to CloudStream, (iii) all evaluations, comments, ideas and suggestions made by you or any of your employees, contractors, or agents regarding CloudStream, including without limitation, new features or functionality relating thereto, whether or not those are incorporated into subsequent versions of CloudStream (“**Feedback**”), and (iv) any modifications or derivative works developed from our or our licensors’ intellectual property rights, and (b) you own all right, title, and interest, including all intellectual property rights, in and to Customer Data. We are free to use Feedback irrespective of any other obligation or limitation between you and us governing such Feedback. All Feedback is and will be treated as non-confidential. You hereby assign to us on your behalf, and shall cause your employees, contractors, and agents to assign, all right, title, and interest in, and we are free to use, without any attribution or compensation to you or any third party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although we are not required to use any Feedback.

13. Indemnification.

(a) Provider Indemnification.

(i) Provider shall indemnify, defend, and hold Customer harmless from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees (“**Losses**”), incurred by Customer resulting from any third-party claim, suit, action, or proceeding (“**Third-Party Claim**”) that CloudStream, or any use of CloudStream in accordance with this Agreement, infringes or misappropriates such third party’s patents, copyrights, or trade secrets, provided that Customer promptly notifies Provider in writing of the Third-Party Claim, cooperates with Provider, and allows

Provider sole authority to control the defense against and settlement of such Third-Party Claim.

(ii) If such a Third-Party Claim is made or either party anticipates such a Third-Party Claim will be made, Customer agrees to permit Provider, at Provider's sole discretion, to (A) modify or replace CloudStream, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If Provider determines that neither alternative is reasonably available, Provider may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer. This Section 13(a)(ii) sets forth your sole remedies and our sole liability and obligation for any actual, threatened, or alleged Third-Party Claims that the Cloud Services infringe, misappropriate, or otherwise violate any intellectual property rights of any third party.

(iii) This Section 13(a) will not apply to the extent that (i) any such Third-Party Claim arises from Customer Data or Third-Party Products, (ii) the Third-Party Claim is attributable to possession or use of CloudStream or any part thereof by Customer other than in accordance with this Agreement, (iii) the Third-Party Claims relates to use of CloudStream with any hardware or software not supplied, specified, or approved in writing by Provider, and/or (iv) the Third-Party Claim relates to the use of CloudStream in an out-of-date version.

(b) Customer Indemnification. Customer and its Authorized Users shall indemnify, hold harmless, and, at Provider's option, defend Provider and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all Losses arising from or relating to any Third-Party Claim (i) that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights; or (ii) based on Customer's or any Authorized User's negligence or willful misconduct or use of the Cloud Services in a manner not authorized by this Agreement. Provider shall have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice. Neither Customer nor its Authorized User(s) may settle any Third-Party Claim against Provider unless Provider furnishes its written consent in advance of such settlement.

14. Term and Termination.

(a) Term. The term of this Agreement begins on the Effective Date and continues until terminated.

(b) Termination. In addition to any other express termination right set forth in this Agreement:

(i) Provider may terminate this Agreement for any reason upon thirty (30) days' advance notice.

(ii) Either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after the non-breaching party provides the breaching party with written notice of such breach.

(iii) Either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts and/or fees as they become due; (B) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(iv) Provider may terminate this Agreement immediately if Customer does not acquire and duly pays for support services regarding the Cloud Services, if Provider in its sole discretion determines that such failure to obtain support services constitutes a security risk.

(c) Effect of Termination. Upon termination of this Agreement, Customer shall immediately discontinue use of the Provider IP and, if Customer has acquired the Software, shall, at Provider's choice, delete, destroy, and/or return the Software and all of its copies and provide Provider and, if applicable, the Vendor with written confirmation thereof. No expiration or termination of this Agreement will affect Customer's

obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.

(d) Survival. This Section 14(d), Sections 6, 8(b), 13, 16, 17, 18, 19, 20, 21, 24 and 30 as well as 31 through 36, and any right, obligation, or required performance of the parties in this Agreement which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

15. Modifications. You acknowledge and agree that we have the right, in our sole discretion, to modify this Agreement from time to time. You will be notified of modifications via posts on the Website or by email communication from us. The modified terms become effective up on posting to the Website. You are responsible for reviewing and becoming familiar with any such modifications. Your continued use of CloudStream after the effective date of the modifications will be deemed acceptance of the modified terms. Provider will provide at least sixty (60) days' advance notice of changes that Provider reasonably anticipates may result in a material reduction in quality or services.

16. Limitations of Liability. UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW WITHOUT THE POSSIBILITY OF CONTRACTUAL WAIVER OR LIMITATION, THEN:

(a) IN NO EVENT WILL PROVIDER (INCLUDING ITS LICENSORS. HEREINAFTER THE SAME APPLIES IN THIS SECTION) BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR ANY: (i) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (ii) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (iii) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY HARDWARE, SOFTWARE, OR DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

(b) IN NO EVENT WILL PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE EXCEED THE TOTAL AMOUNTS PAID AND PAYABLE BY YOU TO PROVIDER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR \$100 USD, WHICHEVER IS GREATER.

(c) FOR THE AVOIDANCE OF DOUBT, IN NO EVENT SHALL PROVIDER BE LIABLE FOR ANY THIRD-PARTY PRODUCTS. PROVIDER DISCLAIMS ALL LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY ANY THIRD-PARTY PRODUCTS.

(d) NOTWITHSTANDING THE FOREGOING, PROVIDER'S LIABILITY FOR: (i) DEATH OR PERSONAL INJURY CAUSED BY THE NEGLIGENCE OF PROVIDER OR ITS AGENTS OR EMPLOYEES; (ii) FRAUDULENT MISREPRESENTATION, OR (C) ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY MANDATORY APPLICABLE LAW IS NOT EXCLUDED OR LIMITED BY THIS AGREEMENT.

17. US Government Rights. Each of the software components that comprise CloudStream, and the Documentation is a "commercial product" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if you are an agency of the US Government or any contractor thereof, you receive only those rights with respect to CloudStream and Documentation as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government customers and their contractors.

18. Communication. Any notices to us must be sent to our corporate headquarters address available at <https://www.ricoh.com/about/facts> and must be delivered either in person, by certified or registered mail, return receipt requested and postage prepaid, or by recognized overnight courier service, and are deemed given upon receipt by us. Notwithstanding the foregoing, you hereby consent to receiving electronic communications from us. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to CloudStream.

19. Transfer of Rights or Obligations. Provider may transfer, assign, sub-contract or otherwise dispose of this Agreement, or any of its rights or obligations arising under it, at any time during the term of the Agreement. Neither this Agreement nor any right granted, or obligation assumed thereunder may be assigned or otherwise transferred by you except to (a) a wholly owned subsidiary or (b) an affiliate that is controlled by or under common control with you and which, in either case, expressly agrees in writing to assume all obligations under this Agreement. No such permitted assignment shall release the assigner from liability hereunder.

20. Export Control. You agree to comply with all applicable export and import laws and regulations applicable to the jurisdiction in which CloudStream was obtained and in which it is used. You shall not, directly or indirectly, export, re-export, or release CloudStream or the software or technology included in CloudStream to or make the CloudStream or the software or technology included in CloudStream accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, regulation, or rule. Without limiting the foregoing, in connection with use of CloudStream, you shall comply with all export laws and regulation applicable to goods of United States origin including those that prohibit CloudStream from being exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By entering into this Agreement and/or using CloudStream, you represent and warrant that you are not located in any such country or listed on any such list, nor on any sanctions list of the European Union, United Kingdom or Japan. You also agree that you will not use CloudStream for any purposes prohibited by United States law or Japanese law, including, without limitation, the development, design, manufacture or production of missiles, nuclear, chemical, or biological weapons.

21. Governing Law and Jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. The governing law and jurisdiction for this Agreement will depend upon where you purchased or obtained CloudStream, as follows:

(a) if you purchased or obtained CloudStream in the United States of America, Canada, Central America, the Carriibbean or South America (as Central America, the Carriibbean or South America are defined according to the United Nations geoscheme for the Americas by the United Nations Statistics Division) , this Agreement shall be deemed made under the laws of the State of New York, USA, excluding the choice of law and conflict of law provisions, and any claim against Provider may be enforced or disputed only and exclusively in the state and federal courts located in the State of New York,

(b) if you purchased or obtained CloudStream in Europe, Western Asia or Africa (in each case according to the United Nations geoscheme by the United Nations Statistics Division), this Agreement shall be deemed made under the laws of the England, excluding the choice of law and conflict of law provisions, and any claim against Provider may be enforced or disputed only and exclusively in the courts of England, or

(c) if you purchased or obtained CloudStream in the regions other than those provided in Section 21 (a) and (b) above, this Agreement shall be deemed made under the laws of Japan, excluding the choice of law and conflict of law provisions, and any claim against Provider may be enforced or disputed only and exclusively in the courts of Tokyo, Japan.

TO THE EXTENT PERMITTED BY LOCAL LAW, THE PARTIES HERETO WAIVE ANY RIGHT THEY MAY HAVE TO TRIAL BY JURY.

22. Partial invalidity. Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions will not be affected thereby, it being the intent of the parties that this Agreement shall be enforced to the full extent allowable under applicable law. Without limiting the foregoing, if any limitation or exclusion of liability is held by a court or tribunal of competent jurisdiction to be unenforceable as to a particular claim or cause of action, the parties intend that it shall nonetheless apply to the maximum extent permitted by applicable law to all other claims and causes of action.

23. Failure to enforce. Failure of Provider to enforce any provision of this Agreement shall not be construed as a waiver of such provision or of the right to enforce such provision.

24. Entire agreement. You agree that this Agreement is the entire agreement between you and us concerning CloudStream and the terms of use of CloudStream and the Documentation; you also agree that this Agreement supersedes all proposals or prior agreements, verbal or written, and any other communications between you and us relating to CloudStream and the terms of use of CloudStream and Documentation. This Agreement includes the CloudStream Data Processing Agreement as incorporated under Section 33 of this Agreement.

25. Signature requirement. No amendment to this Agreement shall be effective unless signed by a duly

authorized representative of both parties.

26. Force majeure. Provider will not be liable to you for any breach of this Agreement which arises because of any circumstances which we cannot reasonably be expected to control.

27. Trial Usage. If CloudStream is supplied on a trial basis or is otherwise designated as being provided for trial purposes, you are granted a limited, non-exclusive license to use and access the Cloud Services or, as applicable, use a copy of the Software under the terms of this Agreement for a limited time period only and only for evaluation purposes to allow Provider to provide you with a limited Proof-of-Concept (a "**Trial License**").

(a) Under a Trial License, Customer's rights as set out elsewhere in this Agreement are limited as follows: (i) Customer may use CloudStream solely for evaluation purposes for thirty (30) days from the date first authorized for Customer to access CloudStream; (ii) Customer's use of the Software may be terminated by Provider without notice at any time; and (iii) Trial-Licenses may contain a "time-out" mechanism that will automatically reduce the functionality or disable use of CloudStream at the end of the trial period.

(b) BY ENTERING INTO THIS AGREEMENT AND BY YOUR ACCESS AND USE OF THE TRIAL CLOUD SERVICES OR, AS APPLICABLE, YOUR USE OF THE TRIAL SOFTWARE, YOU ACKNOWLEDGE AND AGREE THAT YOUR RIGHT TO USE CLOUDSTREAM WILL TERMINATE AFTER THE EVALUATION PERIOD AND THEREAFTER YOU WILL NOT BE ABLE TO USE CLOUDSTREAM UNTIL YOU PURCHASE A COMMERCIAL VERSION. ALL TRIAL VERSIONS ARE PROVIDED "AS IS" WITH NO WARRANTIES OF ANY TYPE WHATSOEVER, AND NO SUPPORT AND MAINTENANCE. BECAUSE THE TRIAL SOFTWARE IS PROVIDED TO YOU AT A DISCOUNTED FEE OR, IN SOME CASES, FREE OF CHARGE, YOU WAIVE ANY AND ALL RIGHTS TO MAKE ANY CLAIMS AGAINST PROVIDER OR ANY THIRD PARTY BASED ON THE TRIAL VERSION BEING FAULTY, DEFECTIVE, UNFIT, OR UNSATISFACTORY.

28. Affiliates. No term of this Agreement is enforceable by a person who is not a party to this Agreement, except such entities that, from time to time during the term of this Agreement, control, are controlled by, or are under common control with Provider are direct and intended third-party beneficiaries of this Agreement and shall have the benefit of and the right to enforce all provisions of this Agreement which benefit and are enforceable by Provider. Control within the meaning of this Section 28 means the power, whether directly or indirectly (by ownership of stock, share capital, the possession of voting power, contract or otherwise) to appoint and/or remove the majority of the members of the governing body of Provider or of any entity controlling, under control by, or under common control with Provider, or otherwise to exercise control over the affairs and policies of Provider or any entity controlling, under control by, or under common control with Provider.

29. Language. If there are discrepancies between the English version of this Agreement and any other language versions of this Agreement, the English version of this Agreement shall prevail unless otherwise required by local law without the possibility of contractual waiver or limitation.

30. Confidentiality.

(a) From time to time during the Term, Provider and Customer may disclose or make available to the other party information about its respective business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form, and whether or not marked, designated, or otherwise identified as "confidential" at the time of disclosure (collectively, "**Confidential Information**").

(b) Confidential Information does not include information that, at the time of disclosure is: (i) in the public domain; (ii) known to the receiving party; (iii) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (iv) independently developed by the receiving party. The receiving party shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees, agents, or subcontractors who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder and who are required to protect the Confidential Information in a manner no less stringent than required under this Agreement.

(c) Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party (thereby giving the other party the opportunity to obtain a protective order according to its own discretion), unless such notice is prohibited by applicable law, ; or (ii) to establish a party's rights under this Agreement, including to make required court filings.

(d) Each party's obligations of non-disclosure with regard to Confidential Information are effective as of the date such Confidential Information is first disclosed to the receiving party and will expire five years thereafter, subject to the following exceptions: (i) where applicable law requires protection of Confidential Information for a period that exceeds five (5) years, then the parties shall comply with applicable law; and (ii) where Confidential Information constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

(e) Provider IP qualifies as Confidential Information. You acknowledge that the unauthorized disclosure or use of Provider IP, or breach of your confidentiality undertaking in violation of this Agreement would cause irreparable injury to Provider for which remedies at law would be inadequate. Accordingly, we may seek immediate injunctive or other equitable relief in a court of competent jurisdiction in connection with any actual or alleged disclosure of Provider IP. You shall promptly notify us if you become aware of any possible infringement, violation or unauthorized use of or access to Provider IP and you shall fully cooperate with us, at our expense (unless the infringement, violation or unauthorized use or access is attributable to you or any of your employees, contractors, consultants or agents, in which case at your expense), in any measures taken by us to stop and/or remedy such infringement, violation or unauthorized use of or access, including legal action against any third party to protect or enforce the Provider IP.

31. Consumer protection. Nothing in this Agreement affects any statutory rights of consumers under applicable law that cannot be waived or limited by contract.

32. Tax. If any government or authority imposes a duty, tax (other than income tax), levy or fee on this Agreement or the sale or use of CloudStream itself that is not otherwise provided for in the documentation of your acquisition of CloudStream, you agree to pay it promptly upon receipt of the invoice....

33. Privacy. Provider describes how it handles personal data in its privacy notice, as updated from time to time, available at <https://www.ricoh.co.jp/privacy/> ("**Privacy Notice**"). Provider may process the contact information for you and your employees, Authorized Users, consultants, contractors, and agents for its own business purposes in accordance with applicable data protection law; such contact information shall include but is not limited to name, job title, professional phone number, and professional email address. Customer shall ensure that its employees, consultants, contractors, agents and Authorized Users who are natural persons and use CloudStream or otherwise come into contact with Provider take note of the Privacy Notice. Regarding the processing by Provider of personal data included in Customer Data or processed by Provider for the purpose of providing maintenance and support for the Software, including by providing updates, bug fixes and other support for the Software, the CloudStream Data Processing Agreement shall apply and is hereby incorporated into this Agreement.

34. URLs. For any URL included in this Agreement, Provider shall be entitled to, from time to time, to change such URL if this is reasonably necessary for technical purposes, an attractive online presence or other business purposes. Provider shall inform Customer of any such change in due course, whereby electronic communication as per Section 18 of this Agreement is sufficient.

35. Compliance. Customer has not received or been offered any illegal or improper bribe, kickback, payment, gift or other consideration of value from an employee, consultant, contractor or agent of Provider in connection with this Agreement, other than reasonable and common gifts and entertainment of a market value less than USD 25. Provider may audit Customer's compliance with this Agreement, including this Section 35, for which Customer shall cooperate and enable Provider's access to Customer's premises, personnel, hardware, software, systems, data and documents, in each case to the extent required for such audit, subject to reasonable confidentiality commitments and within regular business hours of Customer. Such audit shall be at Provider's own expense unless it has become necessary because of or reveals a material non-compliance of Customer with the terms of this Agreement.

36. Relationship. Nothing in this Agreement shall be construed as creating between Provider and Customer any agency, partnership, joint venture, other form of joint enterprise or employment relationship, or as empowering Customer to have the authority to represent or bind Provider contractually, and vice-versa.