

Schedule 2 to Ricoh USA, Inc. Terms and Conditions for As a Service Subscriptions

Additional Terms for Ricoh Work Anywhere Services

If the Order Form includes Ricoh Work Anywhere Services, then these Ricoh Work Anywhere Terms (as Ricoh updates these from time to time) apply.

1. Ricoh Work Anywhere Services

- 1.1 If Customer complies with Customer's obligations under the As a Service Terms and these Ricoh Work Anywhere Terms, then Ricoh will provide to Customer, for Customer's own internal business purposes and not for resale, personal, or household use, the Ricoh Work Anywhere Services (subject to the As a Service Terms and these Ricoh Work Anywhere Terms) on a time-limited, non-exclusive, and non-transferable subscription basis.
- 1.2 Customer understands that Ricoh provides the Ricoh Work Anywhere Services based on the applicable Work Package(s) and Work Package Add-On(s) purchased by Customer. Details related to the Work Package(s) and Work Package Add-On(s) are included in the Service Details Exhibit. In the event Customer desires to obtain additional information about the Ricoh Work Anywhere Services from Ricoh, it may request such information from Ricoh and Ricoh will provide such information to Customer.
- 1.3 The Work Package(s) and Work Package Add-On(s) purchased by Customer will be identified in the Order Form and may be updated from time to time as described in the As a Service Terms and these Ricoh Work Anywhere Terms.

2. Fees, Rates, and Other Charges for Ricoh Work Anywhere Services

- 2.1 Customer will pay to Ricoh the Implementation Fees and the Ricoh Work Anywhere Fees and all other fees, rates, and charges described in the Order Form and these Ricoh Work Anywhere Terms and the As a Service Terms.
- 2.2 The applicable Implementation Fees and Ricoh Work Anywhere Fees will be identified initially in the Order Form and may be updated from time to time as described in these Ricoh Work Anywhere Terms.
- 2.3 Annually, Ricoh may increase the Ricoh Work Anywhere Fees by up to 7%.
- 2.4 Ricoh will invoice Customer for the Implementation Fees and the Ricoh Work Anywhere Fees and all other fees, rates, and charges electronically. Customer agrees to accept all invoices via electronic means (for example, email).
- 2.5 The invoicing frequency will be specified in the Order Form.
- 2.6 Ricoh will use good faith efforts to deliver to Customer (a) the first invoice for Ricoh Work Anywhere Fees during the month following the month in which the Deployment Date falls and such first invoice shall be prorated based on the Deployment Date for the prior month, and (b) the remaining invoices for Ricoh Work Anywhere Fees in advance of the associated invoicing period, unless otherwise stated in the Order Form.
- 2.7 All amounts other than the Ricoh Work Anywhere Fees which are due to Ricoh, such as, but not limited to, the Implementation Fees, will be invoiced by Ricoh to Customer as reasonably determined by Ricoh.

3. Initial Term, Renewal, and Early Termination

- 3.1 The initial term of the Order Form will begin on the Execution Date and will continue for the initial term described in the Order Form (which will not be less than 12 months from the Deployment Date).
- 3.2 Unless Customer or Ricoh notifies the other in writing at least 90 days before the expiration of the then-current term of the Order Form, the term of the Order Form will automatically renew on a year-to-year basis.
- 3.3 Customer or Ricoh may terminate the Order Form before it expires:
 - (a) for convenience by providing to the other at least 90 days' advance written notice of termination; or
 - (b) as otherwise described in the As a Service Terms or these Ricoh Work Anywhere Terms.
- 3.4 If Customer terminates the Order Form for convenience before the end of the then-current term, or if Ricoh terminates the Order Form before the end of the then-current term for a reason other than convenience, then Customer will (in addition to any other remedies that Ricoh may have) pay to Ricoh: (a) the Early Termination Fee; plus (b) all other fees, rates, and charges which accrued up to the effective date of termination; no later than the termination date of the Order Form. Customer agrees that the Early Termination Fee is (a) reasonable, and (b) not a penalty.

4. End of Term

- 4.1 At the expiration or termination of the Term, Customer will:

- (a) stop using and accessing the Ricoh Work Anywhere Services;
- (b) reasonably cooperate with Ricoh, in good faith, to allow Ricoh to disconnect Customer from the Ricoh Work Anywhere Services;
 - a. Customer acknowledges and agrees that this cooperation may include providing Ricoh with access to the Customer's network and/or computer systems to decommission the Ricoh Work Anywhere Services.
- (c) destroy all sales and marketing literature, user manuals, training documents, or instruction, or technical specifications provided for use with, or which describe, the Ricoh Work Anywhere Services, or a component thereof, which was provided by Ricoh or a Vendor to Customer during the Term;
- (d) destroy all written information supplied by Ricoh or a Vendor to Customer during the Term which outlines how the Ricoh Work Anywhere Services, or a component thereof, operates and/or the functionality of such services; and
- (e) stop using and accessing any Software or Cloud Services made available to Customer in connection with the Ricoh Work Anywhere Services.

If Customer does not comply with these obligations, then (without limiting Ricoh's other remedies) Customer must continue to pay to Ricoh the Ricoh Work Anywhere Fees after the expiration or termination effective date until Customer complies with these obligations.

5. Ricoh Work Anywhere Service Terms

- 5.1 Customer shall be financially responsible and legally liable for any breach of the As a Service Terms, these Ricoh Work Anywhere Terms, the Data Processing Terms, applicable Software Licenses, Cloud Services Terms, and/or the Third-Party Terms Exhibit by a User, or Users.
- 5.2 Customer may not, and Users may not, use or access the Ricoh Work Anywhere Services outside of the United States.
- 5.3 Neither Customer nor any User will resell, transfer, sell, sublicense, or make available the functionality of, the Ricoh Work Anywhere Services to a third party.
- 5.4 Customer is responsible for:
 - (a) The operation, performance and security of Customer's equipment, networks and other computing resources used to connect to the Ricoh Work Anywhere Services;
 - (b) Maintaining the confidentiality of Customer's account, User id's, conference codes, passwords and/or personal identification numbers used in conjunction with the Ricoh Work Anywhere Services; and
 - (c) all uses of the Ricoh Work Anywhere Services that occur using Customer's password or account. Customer will notify Ricoh immediately of any unauthorized use of its, or any User's, account or any other breach of security.
- 5.5 Customer represents and warrants that it is not an agency or entity of the Federal Government or a State or local government and will not provide any access to the Ricoh Work Anywhere Services to any such agency or entity.
- 5.6 Customer agrees for itself and for each User not to:
 - (a) Knowingly or negligently access or use the Ricoh Work Anywhere Services in a manner that abuses or disrupts Ricoh's, a Vendor's, or any third party's network(s), security system(s), user account(s), or other service(s), or attempt to gain unauthorized access to any of the above through unauthorized means;
 - (b) Transmit, publish, post, upload, record, or otherwise distribute through the Ricoh Work Anywhere Services any material that:
 - a. Is inappropriate, harmful to minors, pornographic, profane, defamatory, threatening, harassing, abusive, harassing, obscene, slanderous, fraudulent, libelous or otherwise unlawful;
 - b. Infringes or would infringe any copyright, patent, trademark, trade secret, or other proprietary right of any party, or any rights of publicity or privacy of a party;
 - c. Violates any law, statute, ordinance, or regulation;
 - d. Is materially false, misleading, or inaccurate; or
 - e. Contains information for which it does not have the right to permit a third party to collect and

process, where applicable.

(c) Use any Software, Cloud Services or the Ricoh Work Anywhere Services in connection with any illegal or improper purposes or activities.

- 5.7 If Customer becomes aware of or receives notice from Ricoh or a Vendor that any Customer Content or any User's access to or use of the Ricoh Work Anywhere Services, or any component thereof, violates Section 5.2, 5.3 and/or 5.6, Customer shall take immediate action to remove the applicable part of the Customer Content or suspend the User's access to the Ricoh Work Anywhere Services, as applicable. In addition, Ricoh, or the applicable Vendor, may suspend the Ricoh Work Anywhere Services until such violation is cured and Customer will remain responsible for all fees incurred before or during such suspension.
- 5.8 Customer retains all rights to any and all of its Customer Content, subject to a non-exclusive, worldwide, royalty-free, license to Ricoh and its applicable Vendors, as necessary, to provide the Ricoh Work Anywhere Services. Ricoh has no obligation to maintain Customer Content following the expiration or termination of the Ricoh Work Anywhere Service; however, Customer may contact Ricoh to discuss whether Ricoh can provide Customer with copies of certain Customer Content and the fees associated with such request.
- 5.9 Ricoh may suspend the Ricoh Work Anywhere Services in the event Customer's use of the services poses a security or other risk to the services or other users of the services. Ricoh shall notify Customer of any suspension pursuant to this Section. Further, Customer's and its Users use of the Ricoh Work Anywhere Services is subject to its compliance with all applicable terms and conditions and Ricoh, or any Vendor, may suspend or terminate Customer's access to and/or use of the Ricoh Work Anywhere Services, or any component thereof, in the event of a breach by Customer or a User or in the event of any infringement by Customer or a User of any third party patents, copyrights, trade secrets and/or trademarks.
- 5.10 Customer acknowledges that the Ricoh Work Anywhere Services are not designed or intended for access and/or use in or with high-risk activities.
- 5.11 Customer acknowledges and agrees that certain portions of the Ricoh Work Anywhere Services include Vendor Components. Customer agrees to comply with the terms imposed by each of the Vendors which are referenced, linked, and expressly included in the Third-Party Terms Exhibit, Software Licenses, and Cloud Service Terms. Customer authorizes Ricoh to represent to each Vendor that Customer has agreed to comply with such terms. Ricoh shall not have any liability to Customer for any liabilities, claims, costs, damages, fees, penalties, suits, and/or expenses which arise and relate to Vendor Components except to the extent such liability arises based on Ricoh's gross negligence, fraud, or willful misconduct.
- 5.12 Customer represents, warrants, and covenants that neither it nor any User will upload, transmit, send, or otherwise provide to Ricoh, or any Vendor, any biometric information or data.
- 5.13 Customer agrees to provide Ricoh with information which Ricoh reasonably requests, and to adopt and utilize (and cause its Users to adopt and utilize) such other measures as Ricoh may reasonably require, in order to ensure that the Ricoh Work Anywhere Services are only provided to authorized Users.
- 5.14 The Ricoh Work Anywhere Services, and Vendor Components included therein, are the confidential and proprietary information of Ricoh and/or the Vendors and protected by copyright, trade secret, and/or other laws and treaties; and, Ricoh and/or the Vendors retain full right, title, and ownership of, and all intellectual property rights therein.
- 5.15 During the Term, Customer may access portions of the Ricoh Work Anywhere Services over the internet. All use by Customer of the Ricoh Work Anywhere Services shall be for Customer's own internal business purposes only.
- 5.16 Customer acknowledges and agrees that as to the Ricoh Work Anywhere Services and any Services included therein, Sections 10.5, 12.2, and 14.13 of the As a Service Terms shall be deemed deleted and Ricoh shall have no obligations thereunder.
- 5.17 Customer acknowledges and agrees that Section 13.2 of the As a Service Terms shall be deemed modified to read as follows:

"13.2 **In no event will Ricoh, or any Vendor, be liable for consequential, incidental, special, punitive, or indirect damages (including any damages for business interruption, loss of use, revenue, or profit), whether arising out of or relating to breach of contract, tort (including negligence), or otherwise, regardless of whether those damages were foreseeable and whether or not Ricoh was advised of the possibility of those damages."**

- 5.18 Customer acknowledge and agrees that the Data Processing Terms (as defined in the As a Service Terms) do not apply to any component of the Ricoh Work Anywhere Services that entails the processing of personal data by a Vendor or service provider. All such processing will be conducted under each Vendor's or service provider's data processing and privacy terms. Customer acknowledges and agrees that the processing of its Personal Data (as defined in the Data Processing Terms) by each Vendor or service provider in compliance with such Vendor's or service provider's processing and privacy terms constitutes performance of Ricoh's obligation to bind its subprocessors to applicable portions of the Data Processing Terms.
- 5.19 The Ricoh Work Anywhere Services includes components which will be installed, and upgraded (when deemed necessary during the Term), by Ricoh or a Vendor on each User supported workstation, and other applicable Customer or User endpoints, and Customer hereby consents to such installation and upgrades during the Term and represents and warrants that it has the authority to also consent as to each User. Ricoh may choose to change or discontinue use of any applications at any time in its sole discretion.
- (a) The Ricoh Work Anywhere Services may also include Ricoh administrative access to User workstations, and other applicable User endpoints, via local administrator accounts created exclusively for Ricoh use. Ricoh administrator account credentials are only for Ricoh's use.
- 5.20 If during the Ricoh Work Anywhere Services implementation, the implementation cannot be completed because of Customer compatibility issues, Ricoh will inform Customer of such issues and Customer shall either: (a) promptly resolve such issues; or (b) amend the, or enter into a new, Order Form or Project Plan pursuant to which Customer will pay additional fees to Ricoh to resolve such compatibility issues. In the event such compatibility issues delay the Deployment Date, notwithstanding Section 2.6 above, Ricoh may begin invoicing Customer prior to the Deployment Date for the Ricoh Work Anywhere Fees.
- 5.21 Incident and service requests not expressly stated as included as part of the Ricoh Work Anywhere Services in the Service Details Exhibit are considered out-of-scope services and not included.
- 5.22 Without limiting Section 14.2 of the As a Service Terms, (a) Customer understands that components of the Ricoh Work Anywhere Services are subject to Import/Export Laws, and (b) Customer is solely responsible for, and will indemnify, defend, and hold harmless Ricoh and the applicable Vendor(s) from and against any actual or alleged violation of applicable Import/Export Laws in connection with Customer's use of the Ricoh Work Anywhere Services.
- 5.23 Any help desk services provided as part of the Ricoh Work Anywhere Services will only be provided during Normal Business Hours.
- 5.24 Customer will defend, indemnify and hold harmless Ricoh and its Affiliates from and against any and all claims, expenses, suits, penalties, liabilities, damages, and/or costs which arise, or are related to: (1) Customer's or a User's breach of these Ricoh Work Anywhere Terms, including, but not limited to, the Third-Party Terms Exhibit; or (2) Customer's or a User's acts or omissions.

6 Work Package and Work Package Add-On Changes then current term

- 6.1 In the event, during the Term, Customer desires to upgrade all Users to a different Work Package, add Work Package Add-On(s) for all, or a portion of, its Users, and/or add Users, Customer shall provide Ricoh with ninety (90) days prior written notice of such desire. Upon Ricoh's receipt of such notice, Ricoh and Customer shall work together to execute either a new Order Form or an amendment to the existing Order Form to reflect such changes with the changes being effective on the date indicated in the new Order Form or amendment until the end of the Term, or then-current Term if Customer makes further changes which are effective for the following renewal term.
- (a) For clarity, any upgrade to a different Work Package must apply to all Users.
- 6.2 Customer may downgrade to a different Work Package for all of its Users, remove Work Package Add-On(s) for all, or a portion of, its Users, and/or decrease the number of Users by providing Ricoh with written notice at least 90 days prior to the start of the next renewal term. Any changes properly requested by Customer pursuant to this Section 6.2 will not be effective until the commencement of the next renewal term and will be documented in a new Order Form or an amendment to the existing Order Form.

7 Exceeding Included Users

- 7.1 Customer may not exceed the number of Users for the Work Package and/or Work Package Add-On(s) which is indicated in the applicable Order Form.

8 Minimum Requirements

- 8.1 The Ricoh Work Anywhere Services are subject to minimum system, software, hardware, and other requirements or specifications which are described in the Service Details Exhibit, Order Form, and/or Project Plan.

9 Customer's Cooperation

- 9.1 Without limiting Customer's cooperation obligations under Section 5 (Cooperation) of the As a Service Terms, Customer will:
- (a) comply with its obligations in Service Details Exhibit, Order Form, and Project Plan (when applicable);
 - (b) Provide a single point of Customer contact during the Ricoh Work Anywhere Services implementation;
 - (c) Provide the names, business email addresses, and office and mobile phone numbers of at least two (2) persons Customer authorizes to receive alerts from Ricoh and to issue instructions to Ricoh concerning the Ricoh Work Anywhere Services after the implementation (each such person, a "**Customer Representative**").
 - (d) Identify the main system administrator and key operator who will be available for software configuration and training; and
 - (e) Provide administrative passwords necessary to perform the Ricoh Work Anywhere Services.
- 9.2 Customer shall promptly notify Ricoh, in writing, when the Customer Representative changes and shall provide the relevant information for the new Customer Representative in such notice. As to any alerts Ricoh is obligated to provide for the Ricoh Work Anywhere Services, Ricoh's sole obligation, with respect to any alert, will be to make a reasonable professional effort to alert one of the Customer Representatives using the contact information Customer provides, not exceeding one (1) voicemail or email message to each Customer Representative. Ricoh will have no liability to Customer if it is unable to alert one or more of Customer's Customer Representatives using the contact information provided. Customer hereby authorizes Ricoh to act on the instructions of, and to rely on the information provided by, any of its Customer Representatives. No failure to provide Ricoh with complete, current and accurate information concerning its Customer Representatives will excuse Customer of its obligation to pay Ricoh the Ricoh Work Anywhere Fees.

10 General

- 10.1 Service Levels. The applicable service level(s) for the Work Package(s) and Work Package Add-On(s) and remedies related to those service level(s), if any, are as described in the Service Details Exhibit.

11. Definitions

- 11.1 Capitalized terms used—but not defined in—these Ricoh Work Anywhere Terms have the meaning given to them in the As a Service Terms.
- 11.2 As to these Ricoh Work Anywhere Terms, Service Details Exhibit, Third-Party Terms Exhibit, Project Plan, and Order Form, the capitalized terms listed below have the meanings given to them below.

As a Service Terms means the Ricoh USA, Inc. Terms and Conditions for As a Service Subscriptions, as Ricoh updates those from time to time.

Customer Content means any data uploaded by Customer or a User for storage, or data in Customer's computing environment, to which Ricoh or a Vendor is provided access in order to perform the Ricoh Work Anywhere Services.

Deployment Date means the date the Ricoh Work Anywhere Services are first available for Customer's production use as indicated on Ricoh's initial invoice for the Ricoh Work Anywhere Fees.

Device means a device authorized by Customer to be used by any User to access and/or use and/or receive the Ricoh Work Anywhere Services.

Early Termination Fee means an amount equal to the applicable Ricoh Work Anywhere Fees multiplied by the number of months that would have remained in the then-current term (or immediately following renewal term) of the Order Form if the Order Form had not been terminated early.

End User or **User** means an individual that is authorized by Customer to access and/or use the Ricoh Work Anywhere Services.

Execution Date means the day the initial Order Form for Ricoh Work Anywhere Services is executed by Ricoh and Customer.

Implementation Fees means the fees that Customer must pay to Ricoh for the implementation work associated with the Ricoh Work Anywhere Services.

Normal Business Hours means between the hours of 7:00am-7:00pm local time, Monday through Friday, but excluding New Year's Day, Memorial Day, the Fourth of July, Labor Day, Thanksgiving, the day after Thanksgiving, Christmas Day, and other Ricoh holidays.

Ricoh Work Anywhere Fees means the monthly fees that Customer must pay to Ricoh for the applicable RWA Bundle and any RWA Bundle Add-On as specified in the Order Form. For clarity, the Ricoh Work Anywhere Fees do not include the Implementation Fees.

Ricoh Work Anywhere Services means the services to be performed by Ricoh, based on the RWA Bundle (as defined in the Service Details Exhibit) and any RWA Bundle Add-On (as defined in the Service Details Exhibit) purchased by Customer (as indicated in the Order Form), as described in the Service Details Exhibit and subject to the As a Service Terms and these Ricoh Work Anywhere Terms.

Ricoh Work Anywhere Terms means these Additional Terms for Ricoh Work Anywhere Services, as Ricoh updates these from time to time.

Service Details Exhibit means *Exhibit A*, Ricoh Work Anywhere Service Details, which is attached to, and incorporated into, these Ricoh Work Anywhere Terms.

Third-Party Terms Exhibit means *Exhibit B*, Third-Party Terms, which is attached to, and incorporated into, these Ricoh Work Anywhere Terms.

Work Package or **RWA Bundle** means a defined package of Ricoh Work Anywhere Services, as further described in the Service Details Exhibit. For clarity, the Customer's Work Package(s) will be identified in the Order Form.

Work Package Add-On or **RWA Bundle Add-On** means a defined package of Ricoh Work Anywhere Services that may be acquired to supplement specific Work Package(s), as further described in the Service Details Exhibit. For clarity, the Customer's Work Package Add-On(s), if any, will be identified in the Order Form.

Vendor Component means a service, component, Software, system and/or data provided by a Vendor which is included within the Ricoh Work Anywhere Services.

Vendor means an entity that has a contract with Ricoh pursuant to which it provides to Ricoh, or directly to Customer, a service, Software, Cloud Services, system, component, and/or data which is included within the Ricoh Work Anywhere Services.

**Exhibit A to Additional Terms for Ricoh Work Anywhere Services
RicoH Work Anywhere Service Details**

[Click for the link to the Exhibit A](#)

Exhibit B to Additional Terms for Ricoh Work Anywhere Services Third-Party Terms

1. Ricoh Work Anywhere Services

- 1.1 Customers and each User's use and/or access to the Ricoh Work Anywhere Services is subject to following the End User License Agreements (EULAs), terms of use, license agreements, privacy terms, data Processing terms, and/or terms (in addition to any click-through terms):
- (a) <http://www.cisco.com/go/terms>;
 - a. Further, Customer has read and agrees to comply with the Product Specific Terms (as referenced in the link immediately above) for Cisco Umbrella (found under Offer Description) on the Product Specific Terms page.
 - b. Customer understands and acknowledges that Cisco Systems, Inc. or its applicable Affiliate may suspend or terminate its rights immediately if it have reason to believe that Customer or a User engaged in any fraudulent behavior as relates to the Cisco cloud services.
 - c. www.cisco.com/go/opensource, as applicable.
 - (b) www.brainstorminc.com/legal (the "**BrainStorm Terms**")
 - (c) https://www.trendmicro.com/en_us/about/trust-center/privacy/notice.html#
 - (d) <https://www.kaseya.com/legal/kaseya-privacy-statement/>
 - (e) <https://www.kaseya.com/legal/kaseya-end-user-license-agreement-eula/> (the "**Kaseya Terms**")
 - a. Customer agrees to defend, indemnify and hold Ricoh, and Kaseya (when requested by Ricoh or Kaseya), harmless from and against any and all claims, damages, obligations, losses, liabilities, costs or debts, and expenses (including but not limited to attorney's fees) arising from: (i) Customer's or a User's breach of the Kaseya Terms; or (ii) Customer's or a User's violation or actual or alleged infringement or misappropriation of any third party right, including without limitation any copyright, property, intellectual property, or privacy right.
 - b. Customer acknowledges and agrees that, as allowed by applicable law, it shall not make a claim against Kaseya (as defined in the Kaseya Terms) related to the Ricoh Work Anywhere Services.
 - c. Ricoh and/or Kaseya may collect the Usage Data, is the exclusive owner of the Usage Data and may sell, publish or otherwise use the Usage Data for any purpose at its sole discretion. "**Usage Data**" means all non-personally identifying information relating to or arising from the capabilities, problems, successes, statistics, diagnostics, inventory, composition, configuration, performance (or lack thereof) of: (a) the Kaseya software or services; (b) authorized machines or any network to which an authorized machine is connected; or (c) software or hardware loaded on, comprising, or used in connection with or otherwise related to any of the foregoing.
 - d. Customer understands, acknowledges and agrees that if Ricoh takes any reasonable corrective action because of an action by Customer or any User, that corrective action may adversely affect other Users, and Ricoh shall have no liability to Customer, or any User, due to such corrective action.
 - e. Customer shall defend, indemnify, and hold harmless Ricoh and Kaseya, or any Affiliate of such entities, from and against all costs, judgments, and liabilities incurred or sustained by them in connection with any claim, judgment, proceeding, action or allegation against them by a third party for infringement result from any of the circumstances listed below in (i) – (vi):
 - i. unauthorized use, license or modification of the Kaseya software by Customer;
 - ii. Any use by Customer of the Kaseya software in violation of applicable terms;
 - iii. Customer's combination of all or any portion of the Kaseya software with software not supplied by Ricoh or not authorized by Ricoh;
 - iv. Any damage to, or misapplication or misuse of the Kaseya software by Customer;
 - v. Customer's use of any superseded, altered, or allegedly infringing version or release of all or any portion of the Kaseya software if such alleged infringement could be avoided by the use

- of a different version of the upgrade made available to Customer; or
- vi. Any information, design, specification, instruction, software, data, or material not furnished by Ricoh.
- (f) The “**SentinelOne Terms of Service**” attached hereto in *Appendix 1* and incorporated herein by reference.
- (g) The “**LogicMonitor End User License Agreement**” attached hereto in *Appendix 2* and incorporated herein by reference.
- (h) Customer grants to ServiceNow, Inc. (“**ServiceNow**”) a royalty-free, full paid, non-exclusive, non-transferrable, worldwide, right to use Customer Content solely to provide and support the subscription service.
- (i) Customer will indemnify and hold harmless ServiceNow and Ricoh and any ServiceNow Affiliates, and its and their officers, directors, and employees from and against any claim to the extent alleging that Customer data, Customer technology, or modification to any services or technology made by or on behalf of Customer infringes any intellectual property right, or violates any third party privacy rights.
- (j) As applicable, Customer licenses and authorizes ServiceNow to clone Ricoh’s production instance that includes Customer data or information in connection with ServiceNow’s AI Research Program solely to provide, support, and improve the ServiceNow products and services.
- (k) As between Customer and ServiceNow, Customer bears sole responsibility for protecting the confidentiality of each User’s login and password and managing each User’s access to the services.
- (l) Customer shall permit Open Text Corporation (“**Carbonite**”) or a representative thereof to conduct a reasonable audit of Customer’s relevant records, as determined by Carbonite or its representative, once per calendar year during business hours on a mutually agreeable date.
- (m) For the avoidance of doubt, Customer permits Ricoh to release a copy of Customer’s Order Form and all documents incorporated therein to Carbonite.
- (n) Customer agrees that it shall be responsible for all actions or inactions by it and its Users. Customer is responsible for managing access by its Users to the Solution(s) (as defined in the SentinelOne Terms of Service), preventing unauthorized access by its Users, and maintaining the confidentiality of usernames, passwords and account information. Neither SentinelOne (as defined in the SentinelOne Terms of Service) nor Ricoh is responsible for harm caused by Users, including, but not limited to, unauthorized persons who manage to gain access to the instance of the Solutions managed by Ricoh or who gain access to the usernames, passwords and/or account information of a User.
- (o) Customer may not (and shall not knowingly permit any third party or User to): (i) remove, alter or obscure any proprietary notices in or on the Solution(s) (as defined in the SentinelOne Terms of Service) or any accompanying Documentation (as defined in the SentinelOne Terms of Service), including copyright notices; (ii) probe, scan or test the vulnerability of the Solutions or take any action in an effort to circumvent the Solutions, change the code or, test the vulnerability of the Solution, breach the security or authentication measures on the Solution, or take any action with respect to the infrastructure of the Solution, such as a denial of service attack; (iii) make unauthorized, false or misleading or illegal statements concerning the Solution; or (iv) white label the Solution or rename the Solution or imply that Customer or a User is the owner of Solution or otherwise falsely represent the relationship between SentinelOne and Customer.
- (p) Customer represents, warrants and covenants that (i) neither it nor any Users are named on any U.S. government list of persons or entities prohibited from receiving U.S. exports, or transacting with any U.S. person, (ii) neither it nor any Users are a national of, or a company registered in, any Prohibited Jurisdiction, (iii) User shall not permit access or use the Solutions (as defined in the SentinelOne Terms of Service), in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions, and (iv) it and Users shall comply with all applicable laws regarding the transmission of technical data. Neither Customer nor its Users shall access or use the Solutions in any jurisdiction in which it is prohibited under U.S. or other applicable laws or regulations (a “**Prohibited Jurisdiction**”) and Customer and its Users agree not to grant access to the Solutions to any government, entity or individual located in any Prohibited Jurisdiction.
- (q) Customer acknowledges that SentinelOne (as defined in the SentinelOne Terms of Service), will access Customer data, including Customer endpoints, and process and perform analysis with respect to Customer data, including Customer end points, to perform certain services included with the Ricoh Work Anywhere Services.

- (r) Customer acknowledges and agrees that it will not decompile or disassemble or reverse engineer the Ricoh Work Anywhere Services or any component or Software therein.
- (s) Customer acknowledges and agrees that LogicMonitor, Inc. ("**LogicMonitor**") may use aggregate information to measure general service usage patterns and characteristics of its user base (the "**Aggregated Information**"), and may include such anonymized aggregate information about customers in promotional materials or reports to third parties; provided that in all cases, LogicMonitor shall use Aggregated Information solely to the extent that: (i) the information is anonymized, de-identified, modified and rendered in such a manner so as not to identify Customer; (ii) to the best of its knowledge, LogicMonitor's use of that information complies with applicable laws and regulations; (iii) the Aggregated Information does not reference names, phone numbers, email addresses, or other personally identifiable information of any person; and (iv) it not otherwise traceable to a specific person or entity.
- (t) Customer agrees to defend, indemnify and hold LogicMonitor and Ricoh harmless from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) Customer's use of and access to the LogicMonitor services in material violation of the LogicMonitor End User License Agreement; or (ii) Customer's violation of any third party right, including without limitation any copyright, property, or privacy right.
- (u) By submitting Content to Ricoh and/or a Vendor Component, Customer represents and warrants that it owns or has the right to use the Content submitted.
 - a. As used herein, "**Content**" means all information, records, images, data, or content of any type whatsoever, and in any format or media whatsoever that BrainStorm, Inc. ("**BrainStorm**") makes available as part of any of the Hosted Services or hosts on behalf of Ricoh or Customer, regardless of whether it is owned or licensed by BrainStorm, Ricoh, Customer or any of their respective Affiliates. Content also means any content or information about or concerning a Customer, an Affiliate, or any Users (x) created, generated, collected or processed by Brainstorm, including billings, analyses, comparisons, evaluations, recommendations and reports generated by or available through the hosted services, or (y) that resides in or is accessed through software, equipment or systems provided, operated, hosted, supported, or used by Brainstorm in connection with its performance and operation of the hosted services.
- (v) By submitting Supplemental Content to the Brainstorm hosted services, Customer agrees to abide by Brainstorm's content submission requirements or guidelines (the "**Guidelines**") discussed in the BrainStorm Terms. All Guidelines are Brainstorm's confidential information.
 - a. "**Supplemental Content**" means Content submitted by Customer for distribution as part of the Brainstorm hosted services to Users designated by Customer.
 - a. By submitting Content and/or Supplemental Content to BrainStorm and/or Ricoh, Customer grants BrainStorm the license to that Content as further described in the BrainStorm Terms (the "**Supplemental Content Implementation License**").
 - i. The rights in Content granted to BrainStorm may be transferred or sublicensed by BrainStorm as the BrainStorm terms permit.
- (w) Customer shall defend, indemnify and hold harmless Ricoh and BrainStorm from and against, and pay all judgments, claims, demands, liabilities, damages, losses, costs or expenses (including attorneys' fees and costs) (collectively "**BrainStorm Losses**") suffered or incurred by BrainStorm and/or Ricoh to the extent that such BrainStorm Losses result from a third party claim against BrainStorm alleging: (i) that the Content provided by Customer infringes the intellectual property rights of, or have otherwise harmed, a third party; or (ii) based upon a representation to any third party concerning one of more of the BrainStorm hosted services contradicted by documentation provided to Customer for the BrainStorm hosted services.
- (x) The following items are excluded from BrainStorm's obligations to Customer, for the avoidance of any doubt:
 - a. rectification of problems with Customer's or User's computer systems and networks;
 - b. Rectification of problems attributable to third party software or to programming, and software integration issues not related to the software provided by BrainStorm;
 - c. Support of other software, accessories, attachments, or devices not supplied by BrainStorm;

- d. Rectification of any lost or corrupted data arising from any malicious software code downloaded or installed by Customers or any third-party;
- e. Any work related to force majeure;
- f. Any work related to any hardware failures or any hardware utilized by Customers and/or connected to Customer's network system.

**Appendix 1 to Third-Party Terms
SentinelOne Terms of Service**

[Click here for Appendix 1 SentinelOne Terms of Service](#)

**Appendix 2 to Third-Party Terms
Logic Monitor End User License Agreement**

[Click here for Appendix 2 Logic Monitor EULA](#)