



RICOH Print Management Cloud

Data Processing Agreement



INTRODUCTION

This Data Processing Agreement (“DPA”) is incorporated into the Terms and Conditions of Use for RICOH Print Management Cloud (“License Agreement”) and forms a part of the agreement for the License between Licensee and Ricoh.

AGREED TERMS

1 Definitions

Defined terms used in this DPA are as follows:

“Data Protection Regulations”: Means all laws applicable to any personal data processed under or in connection with this DPA, including:

- the GDPR;
- the Swiss Data Protection Act; and
- all associated codes of practice and other binding guidance issued by any supervisory authority;

all as amended, re-enacted and/or replaced and in force from time to time;

“GDPR”: Means the General Data Protection Regulation 2016/679;

Other capitalized terms mean the same as used in the License Agreement.

2 Terms from the Data Protection Legislation

When used in this DPA, the following terms shall have the same meaning as in the Data Protection Regulations: “personal data”, “data controller”, “data processor”, “processing”; and “supervisory authority”.

3 Background

Under the License Agreement, Ricoh will provide the Software to the Licensee. This may involve the processing of personal data by Ricoh on behalf of the Licensee as part of the provision of the relevant License, including personal data relating to Licensees or staff of the Licensee or other individuals with whom the Licensee deals in the course of its business.

4 Description of Processing

4.1 The subject matter of the processing, the duration of the processing, the nature of the processing, the purpose of the processing, the types of personal data, and categories of data subjects are set out in the Table below.

4.2 The obligations and rights of the data controller in relation to the processing are set out below.

5 Compliance with Data Protection Regulations

Each of the Licensee and Ricoh will comply with (and shall ensure that its staff and/or subcontractors comply) with the Data Protection Regulations.



6 Relationship of the Parties

In relation to the processing of personal data under this DPA, the parties acknowledge and agree that:

- (a) the Licensee is the data controller; and
- (b) Ricoh is the data processor;

in relation to the processing.

7 Responsible Individuals and Enquiries

The Licensee and Ricoh will each notify the other of the individual within its organisation authorised to respond from time to time to enquiries regarding the personal data and the processing which is the subject of this DPA. The Licensee and Ricoh shall each deal promptly and reasonably with all such enquiries.

8 Processing of Personal Data by Ricoh

In relation to the processing of personal data under this DPA, Ricoh shall:

- (a) process the personal data (including when making an international transfer of the personal data) only to the extent necessary in order to provide the Software and then only in accordance with the terms of this DPA and the Licensee's written instructions unless otherwise required by law. The Licensee acknowledges that its instructions in respect of data processing are as set out in this DPA;
- (b) where Ricoh is required by law to process the personal data otherwise than as provided by this DPA, it will notify the Licensee before carrying out the processing concerned (unless the law also prevents Ricoh from doing so for reasons of important public interest);
- (c) implement appropriate technical and organisational measures to ensure a level of security appropriate to the risks that are presented by the processing, in particular protection against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed under this DPA;
- (d) take all reasonable steps to ensure that only authorised personnel have access to the personal data and that any persons whom it authorises to have access to the personal data will respect and maintain all due confidentiality in relation to the personal data (including by means of an appropriate contractual duty of confidentiality where the persons concerned are not already under such a duty under the law);
- (e) not engage any sub-processors in the performance of the License without the prior written consent of the Licensee and otherwise in accordance with clause 9 at all times. The Licensee consents to the engagement of the sub-processors detailed in the Table below;
- (f) not do, or omit to do, anything, which would cause the Licensee to be in breach of its obligations under the Data Protection Regulations;
- (g) immediately notify the Licensee if, in Ricoh's opinion, any instruction given to Ricoh infringes the Data Protection Regulations;
- (h) where applicable in respect of any personal data processed under this DPA, co-operate with and assist the Licensee in ensuring compliance with:
 - (i) the Licensee's obligations to respond to requests from any data subject(s) seeking to exercise its/their rights under Chapter III of the GDPR, including by notifying the



- Licensee of any written subject access requests Ricoh receives relating to the Licensee's obligations under the Data Protection Regulations; and
- (ii) the Licensee's obligations under Articles 32 – 36 of the GDPR to:
 - (A) ensure the security of the processing;
 - (B) notify the relevant supervisory authority, and any data subject(s), where relevant, of any breaches relating to personal data;
 - (C) carry out any data protection impact assessments (each a "DPIA") of the impact of the processing on the protection of personal data; and
 - (D) consult the relevant supervisory authority prior to any processing where a DPIA indicates that the processing would result in a high risk in the absence of measures taken by the Licensee to mitigate the risk.

9 Sub-processors

- 9.1 Ricoh will ensure that any sub-processor it engages to provide any services on its behalf in connection with this DPA does so only on the basis of a written contract which imposes on such sub-processor terms equivalent to those imposed on Ricoh in this DPA or such other alternative terms as may be agreed with the Licensee (the "Relevant Terms"). Ricoh shall procure the performance by the sub-processor of the Relevant Terms and shall be directly liable to the Licensee for:
- (a) any breach by the sub-processor of any of the Relevant Terms;
 - (b) any act or omission of the sub-processor which causes:
 - (i) Ricoh to be in breach of this DPA; or
 - (ii) the Licensee or Ricoh to be in breach of the Data Protection Regulations.
- 9.2 The Licensee consents to the engagement of the sub-processors detailed in the Table below. This authorisation constitutes the Licensee's prior written consent to subcontracting by Ricoh if required.
- 9.3 Ricoh will inform the Licensee of any intended changes concerning the addition or replacement of other sub-processors, giving the Licensee the opportunity to object to such changes.

10 Monitoring of Ricoh's Performance

The Licensee is entitled to monitor and audit Ricoh's compliance with the Data Protection Regulations and its obligations in relation to data processing under this DPA at any time during normal business hours. Ricoh agrees to provide the Licensee promptly with all access, assistance and information that is reasonably necessary to enable the monitoring and audits concerned.



11 International Transfers

- 11.1 The Licensee consents to the transfer of personal data received from or on behalf of the Licensee:
- (a) to a third country; or
 - (b) to any third party (which shall include any affiliates of Ricoh) where such third party is located in a third country.
- 11.2 This authorisation constitutes the Licensee's prior written consent to transfer to third countries as set out in the Table below.

12 Completion of Services

Upon completion of the License, Ricoh will delete all personal data (including copies) processed under this DPA, except to the extent that Ricoh is required by law to retain any copies of the personal data.



Table – Details of Data Processing

Data Subject Categories	<ul style="list-style-type: none">• Authorised users and administrators of the Software determined by the Licensee
Personal Data Types	<p>This may include:</p> <ul style="list-style-type: none">• User contact information (such as email address, name, phone number, user id, passwords, department)• Content provided by user• User location information• User IP address• Device log files• User device data• User usage data (such as frequency, timing, duration of access to the License, job history)• User preferences (such as frequency of notifications and alerts)
Purpose of Processing	<p>To provide the full functionality of the License and to enhance the Licensee's experience including:</p> <ul style="list-style-type: none">• To authenticate individual user accounts• To allow functions of the License to work• To communicate with users to address issues queries• To monitor, detect and investigate fraud or suspicious activity• To improve the License and fix issues• To develop and produce related services and products to be offered to the Licensee• To tailor the Licensee's experience based on the License usage by users• To encourage Licensee to explore full functionality of the License or related services and products
Sub-processors	<p>To provide the full functionality of the License, Ricoh utilises sub-processors (and the Licensee gives general authorisation to use the following sub-processors) including:</p> <ul style="list-style-type: none">• Delivery and logistics providers• Cloud hosting providers• Licensee support platform providers
International Transfers	<p>To provide the full functionality of the License, we may transfer personal data internationally to third countries to other to entities within the Ricoh family group. We may transfer the personal data internationally to third countries to authorised sub-processors.</p>



	Transfers to third countries will be on the basis of an adequacy decision or appropriate safeguards (such as Standard Contractual Clauses).
Duration of Processing	Ricoh will process personal data throughout the period within which Ricoh performs the relevant License. Ricoh will delete personal data after cessation of the License.

Transform business from the inside

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