

Sales Order Agreement

City Of Madison
 100 Hughes Road
 Madison AL 35758

Order #	
Date	9/26/2024
Buyer	
P.O. #	
Sales Rep	Jay Poole

Ship To	
City Of Madison	
100 Hughes Road	
Madison, AL 35758	
Contact:	Roger Bellomy
Phone/Fax:	(256) 772-5667

Bill To	
City Of Madison	
100 Hughes Road	
Madison, AL 35758	
Billing Contact:	Roger Bellomy
Phone/Fax:	(256) 772-5667

Quantity	Product #	Description	Unit Price	Total Price
1	DW CLD P B	DocuWare Cloud Professional Unlimited Users / 300 GB / 1 Year Term	\$34,898.92	\$34,898.92

Comments/Special Instructions

Delivery Instructions

Special Payment Terms & Due Dates

Warranty/Maintenance Agreement

Yes
 No
*Please select

Subtotal	\$34,898.92
Sales Tax	\$0.00
Delivery/Installation	\$0.00
TOTAL AMOUNT	\$34,898.92
Less Payment (Check #:)	
AMOUNT DUE	\$34,898.92

The terms and conditions appearing on the face and reverse side of this agreement correctly set forth the entire agreement between the parties. The terms and conditions contained on the reverse side of this agreement include limitations of warranty, exclusion of consequential and other special damages and other limitations of liability. Customer acknowledges by its signature that it has read and understands it and that it constitutes the entire agreement, understandings, and representations, express or implied, between customer and Dealer, with respect to hardware, supply, media, or documentation furnished or to be furnished hereunder and that this agreement supersedes all prior communications between the parties including all oral or written proposals. By executing this agreement, I acknowledge that I have read and understand this agreement and certify that I am authorized to execute this agreement on behalf of customer.

Customer Acceptance		Dealer Representative		
Authorized Signature/Date	Print Name	Title	Signature	Date

Reseller Cloud Services Agreement

This **Reseller Cloud Services Agreement** (“**Agreement**”) is made this 10/1/24 date (“**Effective Date**”) by and between The Lioce Group, Inc. a Corporation having its principal place of business at 2950 Drake Ave, Huntsville, AL 35805 (“**Reseller**”) and City of Madison, a _____, having its principal place of business at 100 Hughes Road (“**Customer**”), each of Customer and Reseller is individually, a “Party,” and together, the “Parties.”

Introduction

Reseller is in the business of providing proprietary document storage solutions to customers.

Customer wishes to purchase a cloud based document storage service from Reseller.

The Parties therefore agree as follows:

1. Scope of this Agreement and Cloud Services

1.1 This Agreement shall govern Customer’s use of cloud based document management, applications (including Local Application Programs as defined below), storage space, computing capacity and other cloud based services as the same may be made available by Reseller from time to time (see www.docuware.com/cloud) to the extent agreed by the Parties in an Order (as defined below) (collectively, “**Services**”). Reseller and Customer hereby agree to the commercial terms and other specifications of the Services (e.g., fees, term, type of Services, etc.) as shall be set forth in an Order executed by the Parties (“**Order**”). The scope and content of Services shall be, as applicable, further described at <http://go.docuware.com/CloudFunctions> or in Reseller’s most currently published whitepaper.

1.2 Reseller reserves the right, in its sole discretion, to change, modify or alter the Services at any time (e.g., in relation to the user interface and functionalities of the applications); provided, however, Reseller will not materially impair the overall functional scope with such modifications. Reseller will implement changes to the Services through updates and upgrades, and to receive notification of same, Customer must register at least one or more email address(es) with Reseller.

2. Authorized Users

2.1 During the configuration of the Services, Customer shall specifically identify its employees and contractors who shall be authorized to use the Services (hereinafter, “**Authorized User**”) solely for Customer’s internal business purposes. Unless specifically authorized by Reseller in advance and in writing, third parties (including, but not limited to, users employed by or working for companies that are affiliated with Customer) are not authorized to use the Services.

2.2 Authorized Users may access Reseller-provided local software application programs as part of the Services (“**Local Application Programs**”) solely for the purposes of accessing the Services. For the Term of this Agreement, Authorized Users shall have the revocable, non-exclusive, non-sublicensable, non-transferable right: (i) to install such Local Application Programs on hardware devices operated and controlled by Customer; and (ii) to access and display such Local Application Programs for the purpose of accessing the Services in compliance with the online-support-documentation available as part of the Services.

2.3 Neither Customer nor any Authorized User shall: (i) modify, copy, create derivative works decompile or reverse-engineer the Services or Local Application Programs other than as expressly permitted by applicable statute to permit interoperability and then only after notice to Reseller; (ii) frame or mirror any content forming part of the Services; or (iii) access the Services in order to: (a) build a competitive product or service, or (b) copy any ideas, features, functions or graphics of the Services.

2.4 Neither the Customer nor any Authorized User shall: (i) license, sublicense, transfer, sell, resell, rent, lease, distribute, time share, assign, share or otherwise commercially exploit or make the Services available to any third party, other than to Authorized Users or as otherwise expressly contemplated by this Agreement; (ii) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children

or violates third party privacy rights; (iv) send or store viruses, worms, time bombs, trojan horses or other harmful or malicious code, files, scripts, agents or programs; (v) interfere with or disrupt the integrity or performance of the Services or the data contained therein; (vi) attempt to gain unauthorized access to the Services or related systems or networks; (vii) access the Services if Customer is a direct competitor of Reseller; or (viii) access the Services for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

- 2.5 Reseller will exercise reasonable efforts to provide a 99.5% availability of the Services per calendar year, excluding any Downtime. “**Downtime**” shall mean unscheduled downtime of the Services caused by emergencies or Force Majeure Events (as defined below) and downtime due to scheduled maintenance activities of the Services (“**Scheduled Maintenance**”). Reseller will use reasonable efforts to limit any downtime due to Scheduled Maintenance to four (4) times per year for up to eight (8) hours each, and to notify by way of e-mail or via the Reseller website with a notice period of at least five (5) calendar days.
- 2.6 The Customer will install and configure Services in a way which avoids any excessive utilization of Reseller systems.
- 2.7 The Services require Internet access and computing facilities with the system requirements identified in the applicable technical documentation available at <http://go.docuware.com/whitepaper-cloud>. Customer acknowledges and agrees that such requirements may be changed from time to time, and Reseller shall use reasonable efforts to provide at least four (4) weeks’ notice of any such changes. Customer is responsible for all activities that occur in Authorized User accounts and for Authorized Users’ compliance with this Agreement.

3. Reseller’s Rights

- 3.2 Reseller shall process personal data (as defined in **Schedule 1**) within the Services in accordance with **Schedule 1**. The Customer shall ensure that the collection, forwarding and processing of personal data fully complies with all applicable data privacy and protection laws.
- 3.3 Customer shall defend, indemnify and hold harmless Reseller against any third party claims, damages or losses, including reasonable attorneys’ fees, resulting from Customer’s breach of Sections 2.4, 3.1 and/or 3.2 of this Agreement.
- 3.4 Customer shall be liable and responsible for any acts and omissions of the Authorized Users to the same extent Customer is liable and responsible for its own acts and omissions.
- 3.5 The Customer and the Authorized User shall immediately notify Reseller of any loss of any access codes and/or of any use of the Services not in compliance with the terms of this Agreement.
- 3.6 Other than as expressly set forth in this Agreement, no other rights are granted to Customer. Reseller reserves all rights, title and interest in and to the Services, including all related intellectual property rights.

4. Term and Termination

- 4.1 This Agreement commences on the Effective Date and continues until all Orders executed under this Agreement have expired or been terminated (“**Term**”). Upon expiration or termination of this Agreement or the applicable Order, Reseller will delete data in accordance with Section 3.5 of **Schedule 1**.

4.2 Any Order executed under this Agreement shall have an initial minimum term of at least twelve (12) months (or such longer period as set forth in the applicable Order; the “**Initial Term**”). Thereafter, each Order shall automatically renew for consecutive twelve (12) month periods (each, a “**Renewal Term**”) upon the expiration of the Initial Term and any Renewal Term; provided, however, either Party may elect not to renew an Order upon at least thirty (30) days’ written notice prior to end of the Initial Term or any Renewal Term of such Order. Upon at least thirty (30) days’ notice to Reseller prior to the end of the Initial Term and/or Renewal Term of an Order, Customer may also elect to reduce or increase the scope under the applicable Order (i.e., volumes and/or capacities), which reduction or increase shall take effect upon the end of the applicable Initial Term and/or Renewal Term.

4.3 Either Party may terminate this Agreement and the applicable Order for cause. For purposes of this Agreement, “cause” shall exist: (i) in case of a material breach of the Agreement to the extent such breach remains uncured for more than thirty (30) days following receipt of a written notice of such material breach; or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

5. Payment Terms/Invoicing

5.1 Customer shall pay to Reseller monthly (i.e., only available for on-line orders with a credit card account), yearly or multiyear fees for the relevant Services in advance as set forth in the applicable Order or as modified pursuant to Section 5.2.

5.3 In the event of any late payment by Customer to either (i) Reseller or (ii) in connection with Customer’s third party financing of Services procured under this Agreement, Reseller may, at its option, terminate or suspend the provision of the Services to Customer, and such termination or suspension shall be effective upon ten (10) days’ notice to Customer. In the event of any such suspension and/or termination of the Services, Customer shall remain responsible for the payment of any and all fees to Reseller for the applicable Initial Term and/or Renewal Term of this Agreement. Reseller shall have no liability or responsibility for any termination or suspension pursuant to this Section 5.3. Any fees not paid when due to Reseller shall incur interest at the rate of one and a half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is lower.

5.4 Unless otherwise expressly provided, Reseller’s fees do not include any direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, use or withholding taxes (collectively, “**Taxes**”). Customer is responsible for paying all Taxes associated with Customer’s purchases hereunder, excluding taxes based on Reseller’s net income or property. If Reseller has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides Reseller with a valid tax exemption certificate authorized by the appropriate taxing authority.

6.

7. Reseller Warranty

7.1 Customer shall immediately notify Reseller in writing of any Defects (as defined below) associated with the provision of the Services, which notification shall describe the Defect and root cause in detail. Subject to receipt of a proper notice as provided in this Section, Reseller shall endeavor to remedy Defects within a reasonable time. Reseller may, in its discretion,

- remedy Defects either by providing patches, workarounds, updates or upgrades or by providing or having provided remote support as available under <http://support.docuware.com>. In the event that the remediation of a warranted Defect requires commercially unreasonable expenditures or efforts, Reseller may terminate the affected Order without any further liability upon thirty (30) days' notice. For purposes of this Section 7, "**Defect**" shall mean a material deviation of the quality of the Services from the quality described in Section 1.1 provided (i) such defect must be reproducible or documented by automatically created output; (ii) the usability of the Services must be materially adversely affected; and (iii) written notice of the defect must be provided to Reseller by Customer on a timely basis pursuant to this Section 7.1.
- 7.2 In no event shall Reseller be responsible for defects, operational, performance issues or other events resulting from Customer's technology infrastructure, including, but not limited to, software applications, drivers, network hardware or software or broadband service, to the extent not provided by Reseller. Customer shall not report issues associated with such Customer technology infrastructure to Reseller as Defects in the Services. Customer shall compensate Reseller for any efforts related to such non-warranty issues at Reseller's then current rates.
- 7.3 EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 7, RESELLER MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY OF THE SERVICES, TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.
- 8. Copyright- Indemnification**
- 8.1 Subject to Sections 8.2 to 8.4, Reseller will indemnify the Customer against any third party claim that the Services infringes the copyrights of such third party.
- 8.2 The Customer shall: (i) give Reseller prompt notice of any relevant claim; (ii) not admit any liability or attempt to settle the claim without Reseller's prior consent; (iii) provide reasonable cooperation at its own expense to Reseller in the defense and settlement of the claim; and (iv) give Reseller sole authority to defend or settle the claim.
- 8.3 In the defense or settlement of any claim under Section 8.1, Reseller may, in its sole discretion, procure the right for the Customer to: (i) continue using the Services; or (ii) replace or modify the Services to be non-infringing; or (iii) if these remedies are not reasonably available, terminate this Agreement and applicable Order on thirty (30) days' notice to the Customer without any additional liability or costs.
- 8.4 Reseller will not be liable under this Section 8 to the Customer if an alleged copyright infringement is based on: (i) any modification of the Services by anyone other than Reseller; or (ii) the Customer's use of the Services contrary to the instructions or documentation provided by Reseller; or (iii) the Customer's continued use of the Services after receiving notice of the alleged or actual infringement; or (iv) a combination of the Services with any other product or service which in the absence of such combination would not have resulted in any infringement.
- 8.5 THIS SECTION 8 STATES THE CUSTOMER'S SOLE AND EXCLUSIVE RIGHT AND REMEDY, AND RESELLER'S ENTIRE LIABILITY, FOR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS.
- 9. Limitation of Liability**
- 9.1 IN NO EVENT SHALL RESELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY ORDER HEREUNDER, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, IN RELATION TO COSTS FOR ANY AND ALL CLAIMS EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER UNDER THE APPLICABLE ORDER IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE CLAIM.
- 9.2 IN NO EVENT SHALL RESELLER BE LIABLE, TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, COMPENSATORY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES BASED ON DAMAGE TO OR LOSS OF, CUSTOMER DATA, REVENUE,

PROFITS, GOODWILL OR ANTICIPATED SAVINGS, HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- 9.3 ALL CLAIMS AND CAUSES OF ACTION BROUGHT BY CUSTOMER UNDER AN ORDER SHALL BE BROUGHT BY CUSTOMER WITHIN ONE (1) YEAR OF THE TERMINATION OR EXPIRATION OF THIS AGREEMENT OR THE APPLICABLE ORDER AS THE CASE MAY BE OR WITHIN ONE (1) YEAR OF THE DATE THE EVENT GIVING RISE TO THE CLAIM OCCURRED

10. Confidentiality

- 10.1 As used herein, "**Confidential Information**" means all confidential and proprietary information of a Party ("**Disclosing Party**") disclosed to the other Party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement or the applicable Order (including pricing), the Services, business and marketing plans, technology and technical information, product designs, and business processes. The Services are deemed Reseller Confidential Information (as defined below). Each Party shall keep confidential and use any such Confidential Information only to the extent required for the purposes of this Agreement, and each Party shall impose similar obligations to persons who have a right and need to know such Confidential Information (e.g., Authorized Users).

- 10.2 Confidential Information does not include information which (and only to the extent that) the Receiving Party can establish through documentary evidence that such information: (i) was rightfully received without restrictions from third parties who owe no obligations of confidentiality to the Disclosing Party with respect to such information; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) was already publicly known at the time of disclosure or subsequently becomes publicly known through no breach by the Receiving Party of its obligations under this Section.

- 10.3 Each Party agrees to protect the confidentiality of the Confidential Information of the other Party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind (but in no event using less than reasonable care).

- 10.4 If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

- 10.5 If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of confidentiality protections hereunder, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the Parties that any other available remedies are inadequate.

- 10.6 If Customer is a HIPAA Covered Entity or Business Associate under the rules and regulations of the Health Insurance Portability and Accountability Act of 1996, the Business Associate Agreement, attached hereto as Model Business Associate Agreement, is deemed incorporated by reference herein. In the event of any conflict between the terms of this Section 10 and the terms of the Business Associate Agreement, the terms of the Business Associate Agreement shall govern.

11. Miscellaneous

- 11.1 Customer represents and warrants that it will comply with all applicable laws, statutes, regulations, rules, ordinances, codes, and standards, including, but not limited to, any export control laws of the EU and U.S. Without limiting the foregoing, (i) Customer represents that it and any Authorized User is not named on any U.S. government list of persons or entities

prohibited from receiving exports, and (ii) Customer shall not permit Authorized Users to access or use Services in violation of any U.S. export embargo, prohibition or restriction. Reseller is also not responsible for determining the requirements of laws applicable to Customer's business.

- 11.2 Where a Force Majeure Event gives rise to a failure or delay in either Party performing its obligations under this Agreement (other than obligations to make payment hereunder), those obligations will be suspended for the duration of the Force Majeure Event. A Party who becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in performing its obligations under this Agreement, will: (i) forthwith notify the other; and (ii) inform the other of the period for which it is estimated that such failure or delay will continue. The affected Party will take reasonable steps to mitigate the effects of the Force Majeure Event. **"Force Majeure Event"** means an event, or a series of related events, that is outside the reasonable control of the Party affected (including, but not limited to, power failures, industrial disputes affecting any third party, changes in the law, natural disasters, epidemics, explosions, fires, floods, riots, terrorist attacks and wars).
- 11.3 This Agreement shall be governed by the laws of the State of New York, United States of America without regard to its conflicts of law rules, and all actions shall be brought in the appropriate state or federal court district located in or encompassing Orange County, New York, USA. The provisions of the United Nations Convention on Contracts for the International Sale of Goods will not apply.
- 11.4 Customer shall not assign its rights or delegate its obligations under this Agreement or Order without the prior written consent of Reseller. Reseller may, in its sole discretion, subcontract the provision of the Services to third parties (e.g., external data centers) without notice to or approval of Customer (subject to **Schedule 1**).
- 11.5 Changes to this Agreement must be made by a written agreement.
- 11.6 Should any provision of this Agreement or Order be held by a court to be invalid, the validity of the remaining provisions shall not be affected thereby.
- 11.7 The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.
- 11.8 No failure or delay by either Party in exercising any right under this Agreement or Order shall constitute a waiver of that right.
- 11.9 Any notice, request, demand, or other communication required or permitted hereunder shall be in writing, shall reference this Agreement and shall be deemed to be properly given: (i) when delivered personally; (ii) when sent by facsimile, with written confirmation of receipt by the sending facsimile machine; (iii) when sent by email, with written confirmation of receipt by email; (iv) five (5) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (v) two (2) business days after deposit with a private industry express courier, with written confirmation of receipt. All notices shall be sent to the address listed below (or to such other address or person as may be designated by a Party by giving written notice to the other Party pursuant to this Section).

If to Reseller, to:

If to Customer, to:

_____ [2950 Drake Ave](#) _____
 _____ [Huntsville, AL](#) _____
 _____ [35805](#) _____

Attention: _____
 _____ [Jay Poole](#) _____

Attention: _____

Fax: _____ [256-650-1820](#) _____

Fax: _____

Email: _____ jpoole@liocegroup.com _____

Email: _____

Customer and Reseller have executed this Agreement as of the Effective Date.

Customer

Reseller

By

Name: Jay Poole

Title: Product Specialist

Date: _____

Schedule 1

This Schedule 1 specifies the obligations of the Parties regarding the Services described in the Reseller Cloud Services Agreement (“Agreement”).

§ 1 Data Processing

1. Subject-Matter, Nature and Term of the Data Processing

Reseller processes personal data forwarded by the Customer or Authorized Users solely on behalf of the Customer. This Schedule 1 shall govern all issues between the Customer and Reseller concerning such processing. As used herein, “personal data” means information that personally identifies a natural person, including without limitation name, personal address, personal telephone number, personal e-mail address, government identifiers (such as a Social Security number, passport number or driver’s license number), unique biometric identifiers, financial account numbers or health or medical treatment or payment information, as well as any other personal information that is regulated under applicable U.S. state and federal data privacy or data protection laws (“Privacy Laws”).

§ 2 Obligations of the Customer

1. The Customer shall have sole responsibility for the accuracy, quality, and legality of personal data and for the means by which the Customer or Authorized User has acquired personal data.
2. The Customer may, not more than once in any calendar year, request from Reseller reasonable written assurance of Reseller’s compliance with this Schedule 1. Reseller shall provide to Customer information to respond to such request (e.g., a summary of any applicable audit reports on Reseller’s controls applicable to personal data received from Customer). Reseller shall be entitled to compensation for expenses resulting from instructions from the Customer that exceed the legal requirements related to an audit or exceeds commercially reasonable audit assistance on the basis of the then-current hourly rates of Reseller.
3. The Customer shall inform Reseller immediately, if errors/irregularities are encountered in the audit results.

§ 3 Obligations of Reseller

1. Reseller personnel engaged in the processing of personal data have received appropriate training on their responsibilities and are subject to obligations of confidentiality with Reseller.
2. Reseller shall only process personal data on behalf of and in accordance with Customer’s instructions and shall treat personal data as Confidential Information. The Customer instructs Reseller to process personal data for the following purposes: (i) processing in accordance with the Agreement and applicable orders placed by Customer under the Agreement, and (ii) processing to comply with other reasonable instructions provided by the Customer where such instructions are consistent with the terms of the Agreement. Reseller shall not use the data provided for data processing for other purposes and shall not store this data for a period longer than that specified by the Customer or required by law.
3. The data shall be processed exclusively within the United States of America, except when Customer provides documents or data in a support case to Reseller or as otherwise mutually agreed in writing by Customer and Reseller. Any other forwarding of data to a third country requires the prior consent of the Customer and is subject to the Parties’ compliance with the special requirements of applicable data protection laws.
4. Reseller shall promptly notify the Customer if Reseller becomes aware of any unlawful access to any Customer personal data stored on Reseller’s equipment or in Reseller’s facilities, or unauthorized access to such equipment or facilities resulting in loss, disclosure, or alteration of the Customer’s personal data. Reseller will investigate the incident and provide the Customer with information about the incident and take reasonable steps to mitigate the effects and to minimize any damage resulting from the incident. The Customer agrees that Reseller’s obligation under this Section is not and will not be constructed as an acknowledgement by Reseller of any fault or liability with respect to the incident or an obligation on the part of Reseller to provide legal advice or otherwise to advise Customer or monitor Customer’s legal obligations with respect to Privacy Laws.

5. Upon termination of the Services, Reseller will keep any data produced in connection with the Services at least for further 60 days and will delete them no later than 90 days after the end-date of the Agreement, and this Schedule 1 shall continue to apply within this period of time. The Customer shall have the right to request an earlier deletion in writing. The Customer hereby acknowledges and agrees to these cancellation rules. Notwithstanding the foregoing, the Customer is responsible for saving of all personal data provided to Reseller during the Term of the Agreement. Documentation intended as proof of proper data processing shall be kept by Reseller beyond the end of the Agreement as may be required under laws applicable to Reseller and Reseller's data retention policies.

§ 4 Subcontractors

1. The Customer acknowledges and agrees, that Reseller's affiliates, as well as third-party sub-contractors engaged by an affiliate or Reseller itself (including Microsoft Azure) are permitted have access to personal data in connection with the provision of the Services. Any of such sub-contractors will be permitted to obtain personal data only to deliver the service Reseller has retained them to provide.

§ 5 Technical and Organizational Security Measures

1. Reseller shall maintain administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of personal data as it determines in its reasonable discretion.

BHS is the owner of their data uploaded to DocuWare. In the event of cancellation or termination BHS will be given export of all of their data.

5.2: Prices are locked in for the entire 12 month term of the contract. Price increases are passed along and capped at 7%.