

DOCS-ON-THE-CLOUD ADDENDUM

This Docs-on-the-Cloud Addendum (“DOTC Addendum”) is made a part of the imageCARE Master Agreement No. _____ (“Agreement”) dated _____ by and between Gordon Flesch Company, Inc. d/b/a GFC Leasing, hereinafter “GFC” and _____, hereinafter, “Customer” or “you.” All terms used herein and not otherwise defined are to have the meaning as defined in the Agreement.

In the event you purchase Docs-on-the-Cloud storage, as described herein, then, in addition to all other terms and conditions of the Agreement, all of which are incorporated herein by reference, you agree to the following:

1. Reseller. You acknowledge and agree that; (a) Docs-on the Cloud (“DOTC”) a cloud based virtual server service for data storage and backup that is hosted in conjunction with Amazon Web Services, LLC (“Amazon”), and (b) in order to commence the services provided by Amazon as end users of DOTC, Amazon requires that you acknowledge, accept and agree to one or more license agreement(s) and service related agreements including but not limited to the Amazon Web Services (AWS) Customer Agreement, and the AWS Customer License Terms (and other “Policies” as defined therein) (collectively, the “End User Agreements”), which are available for your review under the heading “Customer Agreements with GFC Partners” at www.gflesch.com/terms-and-conditions. You hereby acknowledge, accept and agree to the End User Agreements by entering into the Agreement. Any default by Amazon pursuant to the End User Agreements shall not constitute a default by GFC pursuant to the Agreement. DOTC shall be included in the definition of “Software” as set forth in the Agreement.

You are responsible for all activities that occur under your Amazon account, regardless of whether the activities are undertaken by you, your employees or a third party (including your contractors or agents) and, except to the extent caused by our breach of this Agreement, we and our affiliates are not responsible for unauthorized access to your accounts.

You shall not in any way breach or be in default under the terms and conditions of the End User Agreements. A breach by you of any term or condition of any such agreements shall be an event of default under your Agreement with GFC. Notwithstanding anything in the End User Agreements to the contrary, the Agreement between you and GFC with respect to DOTC is non-cancellable by you for the full term hereof.

2. Connectivity and Security. You will provide adequate connectivity to enable DOTC to perform to your satisfaction. It is expressly understood and acknowledged by you that GFC does not guarantee or warrant the quality, speed or uninterrupted availability of DOTC as it relates to the connectivity provided by you. You acknowledge that GFC has neither responsibility for, nor control of, the communications lines used to access DOTC because such lines are provided by a third party public utility or by private companies over which GFC has no control, and that the security of data transmission to and from DOTC is not the responsibility of GFC. Accordingly, GFC shall have no liability to you arising from or related to the transmission or lack of transmission of your data or any other information over the communications lines used to access DOTC, or for any attempted or actual misappropriation by a third party of any such data or other information transmitted in connection with DOTC.

4. Risk of Data Loss. You understand that in the use of DOTC, including but not limited to the transmission and storage of data, that there is a risk that your data and information stored or saved by you by way of DOTC, may be lost and not recoverable. You agree that you assume sole responsibility for protecting against such loss of data or information by regularly making and maintaining complete and up-to-date backup copies of all data, information and files on an alternative type of storage medium, and that GFC has no responsibility or liability therefore whatsoever. You acknowledge that such back up procedures should be performed on at least a daily basis. GFC shall have no liability to you for any unauthorized use or access, corruption, deletion, destruction or loss of any of your data.

5. Term, Notice. The term hereof shall be set forth in the Supplement to the imageCARE Master Agreement Acceptance Supplement to which this Hosted Addendum applies. In the event you provide written notice to Amazon pursuant to the End User Agreements, you shall at the same time provide GFC with a copy of such notice at the location set forth in the Agreement.

6. Performance, Default. You agree that in addition to GFC's remedies following an event of default, as set forth in the Agreement, GFC may, upon notice to you, cause your use of DOTC to be terminated. You agree that monetary damages are not a sufficient remedy and will not adequately compensate GFC for your breach of the Agreement, including this DOTC Addendum, and that GFC shall be entitled to seek specific performance or other injunctive or equitable relief. You hereby waive all existing and future claims and offsets against any payments due under the Agreement, and agree to pay all amounts due under the Agreement regardless of any such claim.

7. Status of Amazon. In the event Amazon enters into or petition for a creditors' arrangement, including but not limited to filing a bankruptcy petition, you shall continue to make all payments and perform pursuant to the Agreement. Upon the expiration or termination of the term for your DOTC service, your retrieval of your data shall be your responsibility and obtained at your sole cost.

8. Integration. The Agreement and this DOTC Addendum represent the entirety of the understanding between the parties with respect to its subject matter, and may only be modified by a written instrument signed by the parties hereto. All rights and remedies of GFC herein are in addition to, and not in limitation of, the rights and remedies of GFC under the Agreement. Any conflict between the provisions of this DOTC Addendum and any other document or agreement regarding DOTC, and GFC's and your rights, benefits, and obligations regarding DOTC shall be resolved in favor of this DOTC Addendum.