

EXHIBIT 5 – DATA RETENTION AND STORAGE POLICIES

If included within the scope of Services, the following shall apply to retention and backup of Customer data:

1. Company shall retain Content as defined and outlined herein.
2. “Content” is defined as Customer data installed on or generated from the operation of Services. Customer is solely responsible for the development, operation and maintenance of Content.
3. Customer shall be solely responsible for the technical operation of Services in the manipulation of Content including but not limited to ensuring that operational commands Customer makes to any service are compatible with then current APIs for that service.
4. Customer shall make reasonable attempts to comply with service application policies, procedures and shall comply with all applicable law.
5. Customer shall be responsible for any claims relating to Content that arise from Customer’s acts or omissions.
6. Customer shall be responsible for properly handling and processing notices sent to Customer or affiliates by any person claiming that Content violates such person’s rights, including notices pursuant to the Digital Millennium Copyright Act.
7. Data backups of Content are stored for 14 days at a single location.
8. Company will implement reasonable and appropriate measures designed to help secure Content against accidental or unlawful loss, access or disclosure.
9. Company will not move Content from Transformyx controlled facilities unless required to do so in order to comply with lawful requests of authorized governmental entities.
10. Customer shall consent to Company collection, use and disclosure of information associated with the Service and to the processing of Content in accordance with Company privacy policies and as lawful requests are made by authorized entities.
11. Company shall return to Customer appropriate copies of all Content and any software where software is not licensed by Company, but is licensed by Customer, within 15 days after termination of this Agreement provided all Customer due and payable charges have been paid in full as provided for in this Agreement.
12. Customer shall provide or pay for requested media and shipment method for the return of Content.
13. Company will employ backup at specific time intervals and Company will have no liability for any data lost in the time between backups.