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You agree to indemnify, defend and hold harmless SCRC, its affiliates, officers, directors, employees, members, managers, insurers, consultants, agents, and suppliers from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys fees) arising from your use of the Software, whether such claim arises from the sole, active, or passive negligence of SCRC, your violation of this Agreement, upon theories of express or implied warranty, strict products liability, disclosure of confidential information, violation of the Health Insurance Portability and Accountability Act (HIPAA), human subject protection laws, or Institutional Review Board (IRB) agreements, other fault of SCRC, its agents, and/or

employees or the infringement or violation by you or any other user of your account, of any intellectual property or other right of any person or entity.

7. Limitations of Liabilities.

TECHNICAL OR OTHER SUPPORT SERVICES, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE) CONTRACT OR ANY OTHER LEGAL THEORY, EVEN IF SCRC, ITS AFFILIATES, SUPPLIERS OR RESELLERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, SCRC'S, ITS AFFILIATES', AND SUPPLIERS' MAXIMUM CUMULATIVE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE SOFTWARE (IF ANY) IN THE PREVIOUS 12 MONTHS. Because some states and jurisdictions do not allow the exclusion or limitation of liability, the above limitation may not apply to YOU.

8. Data Backup and Retention.

Dedoose is hosted on commercial servers with all project data backed-up in-full nightly at approximately 1:00 am PST. Backups are then transferred to a third party Internet backup service, which has the following features: redundant and perpetual storage, SAS 70 Type II data centers, 99.97% guaranteed up-time, 256-bit AES encryption over SSL, and HIPAA compliancy. These specifications are subject to change in SCRC's discretion

Following the expiration of all Dedoose user licenses with authorized access to a project's data on a particular client account, users can regain access to the project after re-activating their license for as long as SCRC continues to archive the project data.

SCRC will continue to archive all project data on a client account for a minimum of two years following the expiration of all licenses with authorized access. SCRC will permanently delete all project data from the Dedoose servers and exclude any subsequent backup of these data after having received express written request from the establishing project administrator. Upon receiving express written request, SCRC may also agree to continue to archive project data for longer than the minimum two-year period; however, retention beyond the two-year anniversary period is in the sole and absolute discretion of SCRC.

9. Charges.

You agree that SCRC may charge to your credit card or other payment mechanism selected by you and approved by SCRC for all amounts due and owed, including service fees, set up fees,

subscription fees, overage fees, consulting fees or any other fee or charge associated with your use of the Software or other SCRC services. SCRC may change prices at any time without prior notice. You agree that in the event SCRC is unable to collect the fees owed to SCRC, SCRC may take any other steps it deems necessary to collect such fees and that you will be responsible for all costs and expenses incurred by SCRC in connection with such collection activity, including collection fees, court costs and attorneys' fees. You further agree that SCRC may collect interest at the lesser of 1.5% per month or the highest amount permitted by law on any amounts not paid when due.

10. Termination By Customer.

You may terminate this Agreement by providing written notice to SCRC via email to support@Dedoose.com Such termination will be effective on the last day of the billing cycle, subject to (30) days prior written notice.

11. Export Restrictions.

You acknowledge that the Software, or portion thereof may be subject to the export control laws of the United States. You will not export, re-export, divert, transfer or disclose any portion of the Software or any related technical information or materials, directly or indirectly, in violation of any applicable export law or regulation

12. Injunctive Relief

You acknowledge that any use of the Software contrary to this Agreement, or any transfer, sublicensing, copying or disclosure of technical information or materials related to the Software, may cause irreparable injury to SCRC, its affiliates, suppliers and any other party authorized by SCRC to resell, distribute, or promote the Software, and under such circumstances SCRC will be entitled to equitable relief, without posting bond or other security, including, but not limited to, preliminary and permanent injunctive relief.

13. Choice of Law and Forum.

This Agreement shall be governed by and construed under the laws of the State of California, U.S.A., as to the exclusive jurisdiction and venue of the courts located in and serving Los Angeles, California.

14. Waiver and Severability.

Failure by either party to exercise any of its rights under, or to enforce any provision of, this Agreement will not be deemed a waiver or forfeiture of such rights or ability to enforce such provision. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision will be amended to achieve as nearly as possible the same economic effect of the original provision and the remainder of this Agreement will remain in full force and effect.

15. Entire Agreement.

This Agreement embodies the entire understanding and agreement between the parties respecting the subject matter of this Agreement and supersedes any and all prior understandings and agreements between the parties respecting such subject matter. SCRC may change the terms of this Agreement at any time by posting modified terms on its website. This Agreement has been prepared in the English Language and such version shall be controlling in all respects and any non-English version of this Agreement is solely for accommodation purposes. All notices or other correspondence to SCRC under this Agreement must be sent to the address provided here support@Dedoose.com above, or other address as provided by SCRC for such purpose. Any and all rights and remedies of SCRC upon your breach or other default under this Agreement will be deemed cumulative and not exclusive of any other right or remedy conferred by this Agreement or by law or equity on SCRC, and the exercise of any one remedy will not preclude the exercise of any other. The captions and headings appearing in this Agreement are for reference only and will not be considered in construing this Agreement.

16. Responsibility for Content of Your Communications.

You agree that you are solely responsible for the content of all visual, written or audible communications sent by you and you will not use this website to send unsolicited commercial email outside your company or organization in violation of applicable law. You further agree not to use this website to communicate any message or material that is harassing, libelous, threatening, obscene, indecent, or would violate the intellectual property rights of any party or is otherwise unlawful, that would give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense, under any applicable law or regulation or that violates your agreed upon responsibilities to other entities including Institutional Review Boards or HIPAA. You also agree that SCRC may delete any such communications in its sole and absolute discretion without notice.

17. Termination By SCRC.

Without prejudice to any other rights, SCRC may terminate this Agreement if you fail to comply with any of the terms or conditions of this Agreement. You have been, or will be, provided with a username and password. You are not allowed, under any circumstances to share your username and password with any other person or entity. Doing so terminates any rights you have under this Agreement. It is the policy of SCRC to require that each customer identify one, and only one, individual to whom an administrative password will be issued (the Account Administrator”). The Account Administrator is solely and exclusively responsible for guarding their password. Any additional passwords authorized for multiple users of Dedoose will be issued to the Account Administrator, who will have sole and exclusive responsibility to provide any additional passwords to other authorized users. SCRC is not responsible for any unauthorized acquisition and use of passwords or unauthorized access to Dedoose resulting from such acquisition and use after the Account Administrator is provided the administrative password by SCRC.

18. Telephone Lines and Internet Connections.

This website transmits signals over telephone company lines, cables or other Internet communication media. SCRC cannot, and does not, maintain or repair telephone or Internet connection lines and equipment or computer or networking equipment. Under no circumstances shall SCRC or its agents be liable for any network interruptions, including without limitation, any downtime regarding computer servers or interruption of Internet service providers. You assume responsibility for all phone line or Internet access charges or excessive abuse of the Internet-based portion of the Software.

19. Assignment.

SCRC shall have the right to assign this Agreement in its entirety and the right to change or reassign various duties regarding the operation and performance of any duties imposed by this Agreement.

20. Force Majeure.

Inability or delay in providing access to the Software resulting from cause beyond the control of SCRC, including but not limited to interruption of communication lines, labor disputes, acts of

terrorism, government action or order, laws, or acts of God or war shall not constitute a breach of contract and the parties hereto agree to resolve any resulting issues by mutual agreement, including, without limitation an extension of service, additional service or credit on a pro rata basis.

21. Compliance with Law.

Each of the parties to this Agreement shall exert every reasonable effort in the performance of their respective obligations hereunder to comply with all applicable municipal, county, state and federal laws, ordinances and regulations.

22. Reservation of Rights.

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