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WEB HOSTING AGREEMENT (Effective 7 June 2017)

Sawtooth Software offers web hosting services for surveys created using Lighthouse Studio or SSI Web (v8 or later). To be eligible for hosting services, you must be a registered Sawtooth Software licensee.

Hosting services are provided through arrangements with third party hosting vendors, and servers are not owned or maintained by Sawtooth Software. Sawtooth Software believes that these service providers are reliable. However, Sawtooth Software cannot be held responsible for any server downtime, data corruption or loss, heavy server traffic, denial of service or any other source of data loss, inconvenience or delay. By accepting the terms of this agreement, you acknowledge that such data loss or down time are possible and you assume the inherent risks.

You are solely responsible for the creation, design, content, and analysis of your own survey using Lighthouse Studio or SSI Web. Sawtooth Software will provide no data analysis, data processing, questionnaire review, password modification, programming or consulting expertise beyond the basic service of setting up your survey on the web server. If you are linking to Lighthouse Studio or SSI Web from another survey tool, or if you are linking multiple surveys, you are responsible for properly setting up these links and ensuring that they work properly.

Some services such as SSL or custom domain names take two days or longer to set up, so please plan accordingly. Domain names purchased on your behalf will be held for one year by Sawtooth Software, at which time they will expire unless other arrangements are made.

You are responsible for monitoring survey results and downloading data. If you become aware of any problems related to your survey, notify Sawtooth Software immediately.

Hosting support is available during normal Sawtooth Software business hours.

When you have completed your data collection and downloaded your data, please delete your project. For annual subscription users, if we detect that your hosting project has had no activity after 90 days, we will email you a notice and then delete your projects from our system. If you do not have an annual subscription, we will not automatically delete your project and you will continue to be charged for hosting until you delete your project. Once a project is deleted, Sawtooth Software does not guarantee the ability to recover or provide a copy of the project.

All fees for web hosting are posted at sawtoothsoftware.com. If you have any questions or need any clarification, please contact Sawtooth Software.

You shall not use the service in any way that, in our sole discretion, shall impair

the functioning or operation of our services or equipment.

You agree that Sawtooth Software reserves the right to remove your survey temporarily or permanently from our third party servers if you are in violation of this Agreement and/or there are activities that threaten the stability of our network. You acknowledge and agree that your account and all associated surveys may be removed if one survey is in violation of this Agreement.

In all cases, Sawtooth Software's liability is limited to the fee paid for hosting.