**Effective Date: 01/01/2023**

## Introduction

This User Agreement (the "Agreement") is entered into by you (the "User") and Software Response (the "Provider").

By accessing or using the Digital Data Manager (DDM) SaaS Software and any Application therein (the "Service") provided by Software Response, the User agrees to be bound by the terms and conditions of this Agreement. If the User does not agree to the terms and conditions of this Agreement, the User must not access or use the Service.

## User Relationship

The Service is made available to the User, where the User is an employee, contractor, or other authorized representative of the Company (the "Company") that has entered into a separate agreement with the Provider for use of the Service.The User's access and use of the Service is subject to the terms and conditions of this Agreement and the agreement between the Provider and the Company. The User shall use the Service only in accordance with the agreement between the Provider and the Company and for the sole benefit of the Company. The User shall not use the Service for any other purpose or on behalf of any other entity without the prior written consent of the Provider.

The User understands and agrees that any breach of this agreement by the User may result in termination of the agreement between the Company and the Provider and may also result in legal action against both the User and Company. The User also agrees to indemnify and hold the Provider harmless from any claims, damages, or losses arising from the User's unauthorized use of the Service."
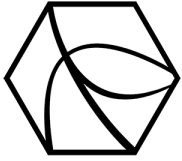
## Conditions of Use

The User shall not:
   a. Copy, modify, distribute, sell, resell, rent, or lease the Service, or include the Service in a service bureau or outsourcing offering;
   b. Use the Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights;
   c. Use the Service to store or transmit malicious code;
   d. Interfere with or disrupt the integrity or performance of the Service or third-party data contained therein;
   e. Attempt to gain unauthorized access to the Service or related systems or networks.
   f. Reverse engineer, decompile, or disassemble the Service, except to the extent that such activity is expressly permitted by applicable law.
   g. Use the Service for any illegal or unethical purposes.

The User shall:
   a. Use the Service and any content or data accessed or obtained through the Service (the "Content") only for the Permitted Purpose and in accordance with all applicable laws and regulations.
   b. The User shall not remove, alter, or obscure any proprietary notices (including trademark and copyright notices) that appear in or on the Content.

## Collection of Information

The Provider collects certain information from the User through the use of cookies and other similar technologies. The Provider may also collect certain personal information from the User, including but not limited to the User's name, email address, and usage data. The Provider uses this information to personalize the User's experience, to improve the Service, and to communicate with the User. The User can control the use of cookies through the User's browser settings. The Customer can control the collection of personal information through the Customer's account settings. By accessing or using the Service, the User consents to the use of cookies and other similar technologies and  to the collection and use of personal information in accordance with this Agreement and the Provider's privacy policy, which can be found at https://softwareresponse.com/docs/ddm_privacypolicy.pdf.

## Ownership

The Service and all rights, title, and interests in and to the Service are owned by the Provider. The Service is protected by copyright and other intellectual property laws and treaties. The Provider retains all rights not expressly granted to the User in this Agreement.

## Disclaimer of Warranties

The Service is provided "AS IS" and the Provider makes no warranty, express or implied, including but not limited to, any implied warranties of merchantability or fitness for a particular purpose. The Provider does not warrant that the Service will be error-free or that it will meet the User's requirements. The Provider will not be responsible for any loss of data or any other damages incurred while using the software.

## Limitation of Liability

In no event shall the Provider be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information) arising out of the use of or inability to use the Service. The Provider will not be liable for any damages incurred by the user as a result of using the Service.

## Questions

You may send questions and comments regarding this agreement by email to us at ddm@softwareresponse.com.

This Agreement will remain in effect for as long as the User accesses or uses the Service. The Provider may terminate this Agreement at any time without notice if the User breaches any of the terms or conditions of this Agreement.