

End-User License Agreement (EULA) for Dash Compliance Automation Platform (AWS)

This End-User License Agreement (EULA) is a legal agreement between you (the Customer) and Dash Solutions.

This EULA agreement governs your acquisition and use of our Dash Compliance Automation Platform software (Software) directly from Dash Solutions or indirectly through a Dash Solutions authorized reseller or distributor (a Reseller).

Please read this EULA agreement carefully before completing the installation process and using the Dash Compliance Automation Platform software. It provides a license to use the Dash Compliance Automation Platform software and contains warranty information and liability disclaimers.

1. Overview

1.1 Any promotional period or free trial of the Dash Compliance Automation Platform software will also be governed under this EULA agreement. By clicking "accept" or installing and/or using the Dash Compliance Automation Platform software, you are confirming your acceptance of the Software and agreeing to become bound by the terms of this EULA agreement.

1.2 If you are entering into this EULA agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these terms and conditions. If you do not have such authority or if you do not agree with the terms and conditions of this EULA agreement, do not install or use the Software, and you must not accept this EULA agreement.

1.3 This EULA agreement shall apply only to the Software supplied by Dash Solutions regardless of whether other software is referred to or described herein. The terms also apply to any Dash Solutions updates, supplements, Internet-based services, and support services for the Software, unless other terms accompany those items on delivery. If so, those terms apply.

1.4 Deployment, installation, and/or use of this Software indicates acceptance of this agreement. No written approval is required for this agreement to take effect.

2. License Grant and Terms

2.1 Dash Solutions hereby grants the Customer a personal, non-transferable, non-exclusive license to use the Dash Compliance Automation Platform software on your cloud platform in accordance with the terms of this EULA agreement.

2.2 The Customer is permitted to load a single copy of the Dash Compliance Automation Platform software/architecture on a cloud platform/virtual environment (for example an Amazon Web Services account) under your control. Customer is responsible for ensuring your cloud platform and related cloud services meet the minimum requirements of the Dash Compliance Automation Platform software.

2.3 For Dash Software delivered as Bring Your Own License (BYOL) via AWS Marketplace, software pricing, payments, usage periods, promotional periods and/or trial terms are dictated by additional purchase agreements. Customers are not authorized to install/use any Dash Solutions BYOL software without purchase agreement or the written consent of Dash. The Customer grants to Dash Solutions and its independent accountants the right to examine Customer's books, records and accounts during Customer's normal business hours to verify compliance with this purchase agreement. In the event such audit discloses non-compliance with the purchase agreement, Customer shall

promptly pay to Dash Solutions the appropriate license fees, plus the reasonable cost of conducting the audit.

2.4 The Customer, company employees, company affiliates, independent contractors, and 3rd party vendors are not permitted to:

(a) Edit, alter, modify, adapt, translate or otherwise change the whole or any part of the Software nor permit the whole or any part of the Software to be combined with or become incorporated in any other software, nor decompile, disassemble or reverse engineer the Software or attempt to do any such things

(b) Reproduce, copy, distribute, resell or otherwise use the Software for any commercial purpose

(c) Use the Software across multiple cloud platform accounts, or environments without express written consent from Dash Solutions

(d) Use the Software in any manner that negatively affects Dash Solutions or other client's use of the Software

(e) Allow any third party to use the Software on behalf of or for the benefit of any third party

(f) Use the Software in any way which breaches any applicable local, national or international law

(g) Use the Software for any purpose that Dash Solutions considers is a breach of this EULA agreement

3. Intellectual Property and Ownership

3.1 Dash Solutions shall at all times retain ownership of the Software as originally downloaded by you and all subsequent downloads and updates of the Software by you. The Software (and the copyright, and other intellectual property rights of whatever nature in the Software, including any modifications made thereto) are and shall remain the property of Dash Solutions.

4. Security Acknowledgement

4.1 The Software provided by Dash Solutions is meant to be used as a tool for viewing regulatory issues. It is the Customer's responsibility to confirm proper compliance with regulatory requirements for HIPAA, HITECH and any other regulatory standards applicable to Customer. This means the Customer is responsible for administrative tasks and other responsibilities dictated by vendor agreements.

4.2 Use of the Software provided by Dash Solutions does not warrant or guarantee compliance with HIPAA/HITECH or similar security frameworks. Furthermore, Dash Solutions does not provide any warranties, certifications or guarantees of Customer compliance with HIPAA/HITECH or similar security frameworks.

5. Open Source Components

5.1 Dash Solutions uses Open Source components. You can find the source code of their open source projects along with license information below. We acknowledge and are grateful to these developers and organizations for their contributions to open source.

(a) LibreOffice

LibreOffice trademarks and copyright are property of Mozilla Foundation

License (MPLv2): <https://www.libreoffice.org/about-us/licenses/>

(b) MongoDB

MongoDB and Mongo trademarks and copyright are property of MongoDB Inc

License (SSPL): <https://www.mongodb.com/licensing/server-side-public-license>

6. Termination

6.1 This EULA agreement is effective from the date you first use the Software and shall continue until terminated. You may terminate it at any time upon written notice to Dash Solutions.

6.2 It will also terminate immediately if you fail to comply with any term of this EULA agreement.

6.3 Upon such termination, the licenses granted by this EULA agreement will immediately terminate and you agree to uninstall the software/architecture, stop all access and use of the Software. The provisions that by their nature continue and survive will survive any termination of this EULA agreement.

7. Governing Law

7.1 This EULA agreement, and any dispute arising out of or in connection with this EULA agreement, shall be governed by and construed in accordance with the laws of the United States.