

## Master Service Agreement – Dash ComplyOps

This Master Service Agreement (the “**Agreement**”) is made and agreed to between:

**Dash Solutions Inc**, a company incorporated under laws of United States whose registered office is at: 11 Upper Gulph Rd. Devon PA, 19333 USA hereinafter referred to as the “**Company**”,

And the Dash ComplyOps Software user hereinafter referred to as the “**Customer**”.

### WHEREAS

- (a) Dash Solutions Inc is a software company providing innovative software solutions and services related to cloud computing, cybersecurity, and regulatory compliance.
- (b) The Customer is an independent party interested in using the Dash ComplyOps Software platform available from Dash Solutions Inc;
- (c) By this Agreement the Parties wish to regulate the terms and conditions under which Dash Solutions Inc provides software and services.

### DEFINITIONS

- (a) **Agreement** – means this Master Agreement, including the Software License and terms which shall all be deemed a one single contract;
- (b) **Third Party** – means any individual or organization outside of the “Company” (Dash Solutions Inc) and the “Customer”;
- (c) **Software** – means the Dash ComplyOps Software platform provided to the Customer by Dash Solutions Inc;

### 1. SOFTWARE LICENSE

**Non-Exclusive Software Usage.** Through this Agreement, the Customer is granted a single personal, non- transferrable, non-exclusive license to use the Software and it’s provided data for non-commercial purposes.

**Services.** Under this Agreement, no professional services or consulting are assumed or provided to the Customer by Dash Solutions Inc.

**Independent Entity.** Dash Solutions Inc is an independent entity. Neither Dash Solutions Inc, Dash Solutions Inc's employees, or contractors are, or shall be deemed for any purpose to be, employees of the Customer. The Customer shall not act nor represent itself, directly or by implication, as an agent of Dash Solutions Inc and Customer shall have no authority to bind Dash Solutions Inc with respect to third parties.

### 2. SOFTWARE TERMS OF USE

**Not For Resale.** The Customer agrees that Software source code, software functionality, and data outputs provided by the Software may not be resold or marketed to any Third Party without the express written consent of Dash Solutions Inc.

**Software Usage.** Customer agrees to use this provided Software for personal or internal organization use. Dash Solutions Inc. may rate-limit or restrict Customer access to Software at any time to ensure Software stability. Customers with many software requests should contact Dash Solutions Inc about specific additional software needs and available Software licenses and services.

**Tampering.** The Customer agrees not to tamper with, reverse-engineer, or extract data or source code from the Software. Additionally, the Customer agrees not to utilize or alter the Software in any way which may affect the availability, stability, or security of the Software provided by Dash Solutions Inc.

**Conditional Software Access.** Dash Solutions Inc has the sole discretion and ability to terminate this non-exclusive license and remove customer access to the Software at any time and for any reason.

### **3. INTELLECTUAL PROPERTY RIGHTS**

All software, source-code, images and media associated with the Software are considered the sole and exclusive property of Dash Solutions Inc. All copyrights (including the right to modify and reassign) and other intellectual property rights to the same shall exclusively belong to Dash Solutions Inc, the Customer shall not have any right, title, interest or license therein.

### **4. TERM AND TERMINATION**

**Term.** This Agreement shall commence on the date of its execution and shall continue in full force and effect thereafter unless and until terminated in accordance with the provisions of this Agreement.

**Immediate termination for cause.** Either Party may terminate this Agreement and the Statements of Work (by written notice), either in full or in part, with immediate effect if the other Party materially breaches any term of this Agreement within fourteen (14) days after being notified in writing to do so.

**Result of termination.** In case of termination, the Customer shall discontinue use of the Software. Dash Solutions Inc may remove user access and permissions to use the Software.

### **4. INDEMNIFICATION AND LIABILITY**

**Indemnification.** Customer shall indemnify, defend and hold Dash Solutions Inc from and against any and all claims, demands, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of or related to: (i) data or information provided by the Software to the Customer (ii) any security incidents, breaches, or events found to have occurred within the Customer's IT infrastructure and configuration.

**Limitation of liability.** Dash Solutions Inc shall have no liability related to the Customer's use of the software or its provided outputs. Dash Solutions Inc shall have no liability under or in any way related to this Agreement for any loss of profit or revenue or for any consequential, indirect, incidental, special, punitive, or exemplary damages, even if Dash Solutions Inc is aware of the

possibility of such loss or damages.

**Security Acknowledgement.** The Software provided by Dash Solutions is intended to be used as a tool for viewing potential security issues. It is the Customer's responsibility to confirm proper compliance with all applicable security and regulatory standards such as (and including) HIPAA/HITECH, SOC 2, NIST, and ISO 27001. The Customer is responsible for all administrative, technical, and physical safeguards requirements dictated for security and regulatory standards. Use of Software provided by Dash Solutions does not warrant or guarantee compliance with HIPAA/HITECH, SOC 2, NIST, ISO 27001 or any similar security frameworks. Furthermore, Dash Solutions does not provide any warranties, certifications or guarantees of Customer compliance with HIPAA/HITECH, SOC 2, NIST, ISO 27001 or similar security frameworks.

**Force Majeure.** Neither Party will be liable to other Party for any failure or delay in performance due to force majeure event or any other cause beyond their respective control.

## 6. NOTICES

Any notice, request, demand, or other communication to be given or made hereunder may be sent to the representative email and shall be effective upon receipt by such Party.

Dash Solutions Inc may contact the Customer at the email address provided during Software signup or Software settings. Dash may contact the Customer via email for topics included, but not limited to software generated notifications, account management, feature or product announcements, and/or additional about relevant products and services.

The Customer may contact Dash Solutions Inc at the following email: [info@dashsdk.com](mailto:info@dashsdk.com)

## 7. MISCELLANEOUS

**Severability.** If any provisions of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. The Parties will try to modify this Agreement to the extent necessary to render it lawful and enforceable and as nearly as possible to reflect the intentions of the Parties originally embodied in this Agreement including the illegal or un- enforceable provision.

**Waiver.** Failure by either Party to enforce any provision of the Agreement shall not be deemed a waiver of that or any other provision.

**Assignment.** Party may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, and any such attempt at assignment shall be void. Each Party is entitled to assign this Agreement to its affiliates or in connection with a merger or acquisition procedure regarding thereof.

**Modifications.** No modification, amendment, supplement to or waiver of this Agreement or any Schedule hereunder, or any of their provisions shall be binding upon the Parties hereto unless made in writing and duly signed by both parties.

**Laws and Disputes.** This Agreement is governed by and construed in accordance with the laws of the state of Pennsylvania, United States. In the event of any dispute under this Agreement, the courts of Dash Solutions Inc office shall have exclusive jurisdiction.

**Complete Agreement.** This Agreement hereunder set forth the entire, final and exclusive understanding of the Parties as to the subject matter therein and may not be modified except in a writing executed by both Parties. There are no representations, understandings or agreements hereto or thereto which are not fully expressed herein or therein.

**Obligation to Inform.** Each Party shall promptly inform the other Party of any event which constitutes a breach of contract, adversely affects or may affect the performance of the Party, or which would be otherwise important for the other Party to be aware of.

**Counterparts.** This Agreement is concluded in two counterparts, each of which is considered an original, but all of which together constitute one and the same instrument.