

License Agreement

This is a licensing agreement between Dashometrics, LLC and the Licensing Entity described in the purchase application in the Dashometrics website store. Throughout the remainder of this agreement Dashometrics will be referred to as “Licensor” and the Licensing Entity will be referred to as “Licensee”.

The consideration for this agreement is 1) the mutual promises and obligations described in this agreement and 2) the exchange of Licensor’s intellectual properties for monetary payment by Licensee.

The term of this licensing agreement will be one year and will begin on the date of purchase made through the Dashometrics website store.

As part of the purchasing process Licensee will be asked to identify how many “Qualified Users” Licensee has. A “Qualified User” is a party that will either administer, review or interpret a Dashometrics product with a patient, client or respondent. (Licensee is solely responsible for ensuring that qualified users have the appropriate credentials or state licenses to use our products).

Dashometrics also reserves the right to later validate or confirm the number of qualified users the party making this purchase has identified in the payment process. If this after the purchase determination increases the number of qualified users, this may increase the price of the license. This determination will be made according to the price schedule identified in the Dashometrics website at the time of original purchase. The party making the purchase and/or Licensee agrees to tender the additional amount owed within thirty (30) days from this determination. In the event they fail to make this payment, Dashometrics may cancel this licensing agreement.

The party making this purchase represents that they are either the same as the legal entity that will be using the license or have the authority to legally bind the entity that will be using the license. In the event the party making the purchase is an authorized representative of the licensee entity, Dashometrics reserves the right to require that an authorized representative of the Licensee will co-execute (along with Dashometrics) a paper copy of this agreement at any time during the term of the license. If Licensee is unwilling or unable to do so, this licensing agreement will be cancelled and at that point Licensee will no long be authorized to use Dashometrics products.

Licensee understands that Licensor’s products will be distributed exclusively through electronic files and that Licensor has no obligation to provide paper reproductions of its products.

Licensee is allowed to use, and may only use, “watermarked” files (Dashometrics products). Each file that Licensee uses will be “watermarked” with the name of the Licensee and the ending date of the license term. During the term of this agreement, these files may be reproduced in unlimited quantity. Licensee understands that this license is time limited to a one-year term and that its right to reproduce and use Dashometrics products expires at the end of that term unless Licensee renews their license.

Licensee is solely responsible for insuring that their usage of Licensor’s products is consistent with Federal, State or local laws and regulations. This also includes any laws or regulations related to the professional licenses or credentials of Licensee’s Qualified Users. A “qualified user” is a party that will either administer, review or interpret a Dashometrics product with a patient, client or respondent.

Licensee agrees they will not use Licensor’s products as a basis to develop their own functionally similar products. If they do so, Licensor may seek damages, legal injunction or both in response to such an action.

Any use of Licensor’s products that violates the terms of this agreement will result in the immediate suspension of Licensee’s license without refund of fees already paid for the term then in effect. In addition, Licensor may pursue additional legal action to recover any damages it suffers resulting from Licensee’s violation of this agreement.

To ensure that Licensee is compliant with this agreement, Licensee grants Licensor the right to conduct auditing activities to verify compliance. This includes, but is not limited to: a) visits to Licensee’s sites or places of operation during normal business hours b) review of Licensee’s correspondence related to use of Licensor’s products and c) review of other records, including financial records, that reasonably pertain to the use of this license.