



## **DUALITY SYSTEMS – U.S. GOVERNMENT END USER LICENSE AGREEMENT (GOV-EULA)**

*Effective Date: 29 April 2025*

This End User License Agreement (“Agreement”) is entered into by and between Duality Systems, LLC (“Duality”), and the U.S. Government entity (“Government” or “Licensee”) accessing or using the Balance Scheduler Software (the “Software”), including any associated documentation, updates, and enhancements hosted in AWS GovCloud (US) or deployed on-premise.

### **1. License Grant**

Subject to the terms and conditions herein, Duality grants the Government a non-exclusive, non-transferable, limited-use license to install, access, and operate the Software solely for internal government purposes consistent with the license type and scope described in the applicable delivery order, task order, or government contract, including agreements executed through authorized resellers under government-wide acquisition contracts. Duality authorizes resellers, systems integrators, and contract holders acting on behalf of the U.S. Government to distribute, sublicense, or resell access to the Software, provided such activity is conducted under applicable government contract vehicles (e.g., NASA SEWP, ITES, GSA) and the end user remains a U.S. Government entity. This Agreement governs all such end user use.

### **2. Compliance and Security**

- The Software is hosted in AWS GovCloud (US), secured to DISA IL-5, and is designed for controlled unclassified information (CUI). It may be further deployed to classified environments under a government ATO process (e.g., SIPRNet, JWICS).
- Licensee shall comply with all applicable federal cybersecurity frameworks (e.g., FedRAMP, NIST 800-53 Rev. 5, CMMC if applicable).
- Duality holds a DD2345 certification and may support projects governed by ITAR. No technical data subject to ITAR or EAR shall be exported unless lawfully authorized by the U.S. Department of State or Commerce.
- The Software conforms with applicable accessibility requirements under Section 508 of the Rehabilitation Act (29 U.S.C. § 794d) as applicable to web-based or electronic products and services, to the extent commercially feasible.

### **3. ITAR-Controlled Use**



If this Software is used in support of a program subject to International Traffic in Arms Regulations (ITAR):

- The Licensee shall restrict access to U.S. Persons as defined under 22 CFR 120.15.
- Any technical data exchanged under this license must be appropriately marked and handled per 22 CFR 125.
- Duality will not transfer, transmit, or share data or services across boundaries prohibited by ITAR or EAR.

#### **4. Government Rights**

The Software is provided as Commercial Computer Software as defined in FAR 2.101 and DFARS 252.227-7014, and is subject to the following:

- Pursuant to FAR 12.212 and DFARS 227.7202, Government end users acquire only those rights expressly granted in this Agreement.
- No unlimited rights, rights in source code, or development data are granted unless specifically negotiated under a separate agreement.

#### **5. Restrictions**

The Government shall not:

- Modify, reverse-engineer, decompile, or disassemble the Software;
- Disclose the Software outside of authorized personnel, subcontractors, or cleared environments;
- Use the Software for purposes other than those expressly permitted under this Agreement or contract.

#### **6. Data Ownership**

The Government retains full rights, title, and interest in all Government-furnished data. Duality may only use such data to the extent necessary to provide the Software or support services and may not disclose such data to any third party without prior written consent.

#### **7. Export Control**

The Software and related technical data may be subject to U.S. export control laws, including ITAR and EAR. Licensee and Duality shall each comply with all such laws and



regulations. Duality certifies that no foreign nationals shall be granted access to technical data unless specifically authorized by export license or other lawful exemption.

## **8. Term and Termination**

This Agreement remains in effect during the term of the underlying contract or license. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Duality shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer. Upon termination, the Government will cease using the Software and either return or destroy all Duality-provided materials. The obligations under Sections 4 (Government Rights), 6 (Data Ownership), and 7 (Export Control) shall survive any termination of this Agreement.

## **9. Limitation of Liability**

To the extent permitted by applicable law, Duality's liability shall not exceed the fees paid under the applicable order. Duality shall not be liable for indirect, special, or consequential damages, even if advised of the possibility. The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensor's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

## **10. Governing Law**

This Agreement shall be governed by federal law, specifically the Contract Disputes Act of 1978 (41 U.S.C. §§ 7101-7109), and other applicable statutes and regulations. Venue for any dispute shall lie in a U.S. federal court or appropriate agency board of contract appeals.