

Duality Robotics, Inc. Terms of Service for the Falcon Suite of Products

Effective Date: September 26, 2023

Duality Robotics, Inc. (“Duality”) provides a digital twin integration platform known as the FALCON Suite. This suite encompasses a range of products and services, including on-premises software, cloud-based services, websites, and enterprise deployments. Users can access the FALCON Suite via various device types, including desktop computers, laptops, tablets, and smartphones.

This document, called the Duality Terms of Service (“**Terms**”), sets forth the conditions for using Duality products and services. These Terms constitute a legally binding contract between you and Duality, so please read carefully. If you do not agree with these Terms, you should not register, access, or use any of the FALCON Suite of services and products. If you have any questions related to these Terms, contact us using the Contact Us portion of the Duality website.

By accessing or using any part of the Duality FALCON Suite—including but not limited to applications, websites, software, mobile applications, or any other Duality-owned or operated properties (“**Services**”)—you are signifying your acceptance of these terms and entering into a contract with Duality.

If you are accessing or using the Services on behalf of an organization, you are agreeing to these Terms on behalf of that organization. You are promising to Duality (“**we**” and “**our**”) that you have the authority to bind that organization to these Terms (in which event, “**you**” and “**your**” will refer to that organization). If, however, that organization has a separate, active paid contract in effect with Duality, the terms and conditions of that agreement will govern your use of the Services.

Some offerings from Duality, including but not limited to specific software licenses, maintenance service, consulting, additional training, custom engineering, and any other customized or tailored FALCON products or services, are excluded from the Terms. In these cases, a separate License Agreement is required and must be negotiated and signed by both parties (e.g., Duality and Customer). Refer to Article 24 of the Terms for additional information.

To access or use the Services, you must be legally permitted to accept these Terms and be at least 18 years of age or older.

1. PRIVACY

To operate and provide the Services, we collect certain information about you, including personal data (e.g., email address), usage data, and tracking technologies (e.g., cookies). We use and protect that information as described in our Privacy Policy. You acknowledge your use of the Services is subject to our Privacy Policy and understand that it identifies how Duality collects, stores, and uses certain information.

Please review our Privacy Policy found at <https://www.duality.ai/privacy-policy>.

2. CHANGES TO THESE TERMS

We reserve the right to modify these Terms at any time. We will post the most current version of these Terms at www.duality.ai (the "Site"). If we make changes to these Terms that would impact a user's rights, responsibilities, or the overall use of the service, we will notify you via the Services or by email to the address associated with your account. If you do not accept the changes, you must stop using and cancel your account by emailing support@duality.ai. Your continued use of our Services after we publish or send a notice about our changes to these Terms means that you agree to the updated terms.

3. YOUR ACCOUNT

Use of the FALCON Suite requires you to obtain an account by completing a registration form and designating a full name, email ID, and password. When registering with Duality, you must: (a) provide true, current, and complete information about yourself on the registration form and (b) maintain such information so it continues to be true, current, and complete. If the information provided is found to be false, out of date, or incomplete, Duality may place restrictions on your account until you provide us with or accurately rectify true, current, and complete information.

You are entirely responsible for all materials and information you download, upload, or otherwise transmit via the Services.

Only you may use your Duality account, and you are responsible for all aspects of your account. Each user must have a separate account. You may not share, loan, or transfer your ID or password. If you become aware of any unauthorized use of the Services or your account, or have any questions about your account, please contact Duality Support via email at: support@duality.ai

4. EMAIL SELECTED FOR YOUR ACCOUNT

You can choose what email address you register for an account. Please be aware, however, that if the domain of the email address associated with your account is owned or controlled by an organization (such as your work or school) and that organization establishes a direct relationship with us, it is your responsibility to notify us so that your account may be rolled into that organization's account.

If an organization provided you with your account (e.g., an employer or school), or if you agree to have your account managed by an organization, you understand that this organization has rights to your account and may: (a) manage your account (including suspending or canceling); (b) reset your password; (c) view your usage and profile data, including how and when your account is used; and (d) manage the Content in your account.

5. CONSENT TO ELECTRONIC COMMUNICATIONS AND SOLICITATION

By registering with Duality or signing up for Services, you understand and consent to us sending you (including via email) information regarding the Services, such as: (a) notices about your use of the Services, including notices of violations of use; (b) updates to the Services and new features or products; (c) administrative messages and other information; and (d) advertising, marketing, and other materials regarding Duality's products and services. If you have previously unsubscribed and are a U.S. user, you consent that you are resubscribing to receive commercial

content by taking such actions as submitting a “Contact Us” form, registering for a Duality event or webinar, downloading a Duality resource, along with other activities. You may unsubscribe from commercial content anytime by emailing us at: support@duality.ai. NOTE: We only use email and other electronic means to stay in touch with our Users. We do not provide phone support, unless specifically provided for in a bilaterally negotiated License Agreement (see Article 24).

6. CONTENT

We call all the electronic documents you download, upload, and store on your account "**Content**". You are responsible for (a) all Content in your Duality account(s) and that you share through the Services and (b) making sure that you have all the rights you need in relation to the Content. In addition, by downloading, uploading, storing, using, or transmitting Content, you confirm that you will not violate any law or these Terms (please also see the Acceptable Use Policy in Section 10). You agree that when you share your Content (e.g., share Content via FALCON Suite features), you may be allowing other people to access and use your Content in any way without further restriction or compensation to you.

You agree to provide Duality (as well as agents or service providers acting on Duality’s behalf to provide the Services) the right to transmit, process, use, and disclose Content and other information that we may obtain as part of your use of the Services but only: (i) as necessary for us to provide the Services, (ii) as otherwise permitted by these Terms, (iii) as otherwise required by law, regulation or order, or (iv) to respond to an emergency.

7. COPYRIGHT COMPLAINTS AND REMOVAL POLICY

Duality respects the intellectual property of others and will respond to notices of alleged copyright infringement that comply with the law. We reserve the right to delete or disable Content alleged to violate copyright laws or these Terms and reserve the right to terminate the account(s) of violators. If you believe there has been a violation of your intellectual property rights, please notify us at: support@duality.ai.

8. CONFIDENTIAL INFORMATION

During your use of the Services, Duality may share information that is confidential, sensitive, or should be kept secret. For example, if we tell you about our product roadmaps, product designs, or architecture, technology, and technical information, provide you with security audit reviews, business and marketing plans, or share with you our business processes, these should always be considered confidential to Duality.

Similarly, we agree that your Content, payment information, and information in your account is confidential.

If either of us provides any documents to the other that are labeled "confidential" (or similar) or provide information (either in writing or verbal) that is of a type that a reasonable person should understand to be confidential, such information is to be treated as confidential information.

However, if you tell us information that: (a) we already know at the time you tell us; (b) was told

to us by a third party who had the right to tell us; (c) is generally available to the public; or (d) was independently developed by us without using any of your confidential information, then that information will not be considered confidential. The same goes for information that we tell you that falls into any of these categories.

Lastly, we both agree that: (i) we will treat each other's information with the same degree of care that we treat our own confidential information; (ii) will use each other's confidential information only in connection with these Terms and the Services; (iii) only share the information with others who have a need to know and who have agreed in writing to treat it as confidential (as we've outlined in this section); and (iv) not share the information with any third party except as allowed in these Terms or through the Services. We agree that confidential information will always remain the property of its owner.

9. CONTENT STORAGE

The Services are provided from the United States. By using and accessing the Services, you understand and agree to storing Content and any other personal information in the United States. However, you understand that you (or other people that you collaborate with) can access the Services (including Content) from outside of the United States (subject to applicable law) and that the Service does not provide technical measures to ensure the data does not leave the United States.

10. ACCEPTABLE USE POLICY

You agree you will not, nor will you encourage others or assist others to, harm the Services or use the Services to harm others. For example, you must not use the Services to harm, threaten, or harass another person, organization, or Duality and/or to build a similar service or website. You must not: (a) damage, disable, overburden, or impair the Service (or any network connected to the Services); (b) resell or redistribute the Services or any part of it; (c) use any unauthorized means to modify, reroute, or gain access to the Services or attempt to carry out these activities; (d) use any automated process or service (such as a bot, a spider, or periodic caching of information stored by Duality) to access or use the Services; (e) use the Services beyond the features allocation and amounts provided in that Service or in violation of our fair use policy; (f) use the Services to, and/or cause Duality to, violate any law or distribute any malware, malicious or unlawful Content; (g) use the Duality Service to communicate any message, material or Content that is defamatory, harassing, libelous, threatening, or obscene; (h) use the Duality Service in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity; (i) distribute, post, share information or Content illegally or without permission; (j) use the Duality Service to disseminate or promote terrorism or terrorist activities; or (k) use the Duality Service to disseminate material that may infringe upon legally protected social rights and freedoms of a person(s) (collectively, 'human rights') and/or as defined by domestic and public international laws and/or other legal norms. As part of our efforts to protect the Service, protect our customers, or to stop you from breaching these Terms we retain the right to block or otherwise prevent delivery of any type of file, email or other communication to or from the Services.

We also reserve the right to deactivate, change, or require you to change your Duality user ID and

any custom or vanity URLs, custom links, or vanity domains you may obtain through the Services. You also agree that if you learn of any unauthorized or unacceptable use of any account, Content or the Service, you will promptly contact Duality Support and take all reasonable steps to cooperate with Duality and assist in the termination of such use.

11. SUSPENSION AND TERMINATION OF THE SERVICE

We reserve the right to suspend or terminate your access to the Service at any time in our sole discretion or disable any Content if (a) you are in breach of these Terms; (b) your use of the Services could cause a risk of harm or loss to Duality or our other users; or (c) Duality declines to renew your Subscription Period. When reasonable and as permitted by law, Duality will provide you reasonable advance notice of this change and an opportunity to correct any actions that led to Duality's decision. We will not be able to provide this advance notice if you are in material breach of these Terms, or if such notice would lead to civil or criminal liability for Duality, or if providing notice would compromise our ability to provide the Services to our other users. To avoid doubt, Duality may still decide that it does not want to continue offering you access to the Service at any time for any or no reason.

You understand that if your account is suspended or terminated, you may no longer have access to the Services.

12. UPDATES TO THE SERVICE

Duality may deploy changes, updates, or enhancements to the Services or modifications to Duality's default settings at any time. We may also add or remove functionalities or features, or we may suspend or stop the Services altogether. Duality will endeavor to notify you via the Services or email of changes to the Services that materially impact the user's experience.

13. DUALITY PROPRIETARY RIGHTS

All contents of the Site and Services, including but not limited to logo, design, text, software, technical drawings, configurations, graphics, other files, and their selection and arrangement and Duality Confidential Information belong to Duality, its suppliers, affiliates, and/or licensors.

Duality or its licensors own and reserve all rights, title, and interest in and to the Services and all hardware, software, and other items used to provide the Services, other than the rights we expressly grant to you to use the Services and Duality Confidential Information. No title to or ownership of any proprietary rights related to the Services or Duality Confidential Information is transferred to you pursuant to these Terms.

Use, alteration, removal, or obscuration of any copyright, patent, trademark, logo, or any and all other Duality proprietary information (including products and/or services) is expressly prohibited.

If you provide comments, suggestions, and recommendations to Duality about a Service (e.g., modifications, enhancements, improvements) (collectively, "**Feedback**"), you are automatically assigning this Feedback to Duality.

14. NO WARRANTY OR CONDITIONS

There are certain things that we do not promise about our Products and/or Services. Other than as expressly stated, we do not make any commitments about the specific functionality available through the Services, their reliability, availability, or ability to meet your needs.

TO THE EXTENT NOT PROHIBITED BY LAW, DUALITY AND ITS AFFILIATES (AND ASSOCIATED SERVICE PROVIDERS) (A) PROVIDE THE SERVICES "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE", (B) MAKE NO REPRESENTATIONS OR WARRANTIES OR CONDITIONS WHETHER EXPRESS OR IMPLIED (E.G., WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT), AND (C) DO NOT GUARANTEE THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF HARMFUL COMPONENTS, OR THAT THE CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED.

IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE OR WITH THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICES.

15. INDEMNIFICATION

To the extent not prohibited by law, you will defend Duality against any cost, loss, damage, or other liability arising from any third-party demand or claim that any Content or information provided by you, or your use of the Services: (a) infringes a registered patent, trademark, copyright, or other intellectual property right of a third party, or misappropriates a trade secret (to the extent that such misappropriation is not the result of Duality's actions); or (b) violates applicable law or these Terms. Duality will reasonably notify you of any such claim or demand that is subject to your indemnification obligation of which it becomes aware. NOTE: You are fully responsible for your use of any Duality product and/or service.

16. LIMITATION OF LIABILITY

There are certain scenarios described below where we cannot be held liable for damages or losses.

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL YOU OR DUALITY AND ITS AFFILIATES, RESELLERS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR LICENSORS BE LIABLE FOR: ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, REVENUE, GOODWILL, USE OR CONTENT) HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, BUSINESS INTERRUPTION, LOSS OF OPPORTUNITY, WARRANTY, NEGLIGENCE OR OTHERWISE, EVEN IF DUALITY HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES.

THE AGGREGATE LIABILITY OF YOU OR DUALITY AND ITS AFFILIATES, OFFICERS, RESELLERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS, RELATING TO THE SERVICES, SAVE IN RESPECT OF LIABILITY ARISING UNDER SECTION 16 OF THESE TERMS, WILL BE LIMITED TO THE GREATER OF: (A) ONE (1) TIME THE MOST

RECENT MONTHLY OR YEARLY FEE THAT YOU PAID FOR THAT SERVICE; OR (B) ONE HUNDRED DOLLARS (\$100 U.S.D.). THE LIMITATIONS AND EXCLUSIONS ALSO APPLY IF THIS REMEDY DOES NOT FULLY COMPENSATE YOU FOR ANY LOSSES OR FAILS OF ITS ESSENTIAL PURPOSE.

THE LIMITATION OR EXCLUSION OF INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES WILL NOT APPLY TO YOU TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

IN COUNTRIES WHERE THE ABOVE TYPES OF EXCLUSIONS AND LIMITATIONS AREN'T ALLOWED, WE ARE RESPONSIBLE TO YOU ONLY FOR LOSSES AND DAMAGES THAT ARE A REASONABLY FORESEEABLE RESULT OF OUR FAILURE TO USE REASONABLE SKILL AND CARE OR OUR BREACH OF OUR CONTRACT WITH YOU.

NOTHING IN THESE TERMS AFFECTS CONSUMER RIGHTS THAT CANNOT BY LAW BE WAIVED OR LIMITED BY ANY CONTRACT OR AGREEMENT.

Nothing in these Terms shall exclude or limit the liability of you or Duality and its affiliates, officers, employees, agents, licensors, resellers, suppliers, and distributors for death or personal injury, fraud, fraudulent misrepresentation or any liability that cannot be excluded or limited by law.

The provisions of this "Limitation of Liability" section allocate the risks under these Terms between you and Duality, and you and Duality have relied on these limitations in determining whether to enter into these Terms and the pricing for the Services.

17. DISPUTE RESOLUTION AND GOVERNING LAW

You must comply with all United States (U.S.) domestic and international export laws and regulations that apply to your use of the Services, such as software. These laws include restrictions on destinations, end users, and end use.

Additionally, you agree that the Terms, and your relationship with Duality will be governed by the laws of the State of California, U.S. regardless of conflict of laws principles. We both agree that the United Nations Convention on Contracts for the International Sale of Goods, the Uniform Commercial Code, the Uniform Computer Information Transactions Act, and any law effectuating these conventions do not apply to these Terms. We both agree that all of these claims can only be litigated in the federal or state courts in San Mateo County, California, USA and we each agree to personal jurisdiction in those courts. However, you agree that Duality can apply for injunctive remedies in any jurisdiction.

To the extent that the following provision is not in conflict with applicable law, you may only resolve disputes with us on an individual basis and may not bring a claim or proceed in a group arbitration proceeding as a plaintiff or a class member in a class, consolidated, or representative action.

18. FEES

Duality offers both free and paid Services. If you choose to subscribe to a paid Service, you agree

to pay the fees (“Fees”) as quoted to you when you purchase that Service. We may calculate taxes payable by you based on the billing information that you provide us at the time of purchase. You are responsible for all charges related to using the purchased Service. You will pay the Fees in the currency Duality quoted at the time of purchase. Duality reserves the right to change the eligible currencies at any time, except where not permitted by applicable law.

Duality reserves the right to change its prices at any time, however, if we have offered a specific duration and Fee for your use of the Service, we agree that the Fee will remain in force for that duration.

19. BILLING/PAYMENT

If you select a paid Service, you must provide us with current, complete, accurate and authorized payment method information (e.g. credit card information). You authorize us to charge your provided payment method for the Services you have selected and for any paid feature(s) that you choose. We may bill: (a) in advance; (b) at the time of purchase; (c) shortly after purchase; or (d) if you have elected a subscription service, on a recurring basis. To the extent Duality has not received your payment, in order to bring your account up to date, we may bill you simultaneously for both past due and current amounts. If you do not cancel your account, we may automatically renew your Service(s) and charge you for any renewal term. You understand that failure to pay any charges or fees may result in the suspension or cancellation of your Services.

20. DUALITY SUBSCRIPTION SPECIFIC TERMS

If you are purchasing a Duality subscription plan, the following additional terms apply to you and your organization:

You: (a) are required to have a Duality account for each user, (b) will only receive the features and functionality that are included in the specific subscription plan that you have purchased, (c) are responsible for setting your configurations of the Duality Service, and (d) are responsible for managing your users’ activity and any of your devices and/or any systems that you use to access the Duality Service.

Duality considers the following categories of users as your organization’s users: 1. Users whose accounts are controlled by your organization’s administrator; 2. Users who are permitted to access, store, retrieve or manage your Content and (i) are employed by your organization, or (ii) whose accounts are associated with an email address controlled by your organization. These categories include, for the avoidance of doubt, any such users with individual plan accounts.

If Duality provides you with a report showing that your organization has more users than purchased accounts, then you will promptly (but in any event within seven (7) days of receiving such report) purchase additional accounts or permanently delete the excess accounts. Information regarding tiered pricing based upon the number of authorized and approved users is available from: support@duality.ai.

If your organization has more users than purchased accounts, Duality may place reasonable restrictions on your account until you adequately address your excess users (such as restricting or limiting your organization’s ability to deploy additional accounts).

21. DUALITY SOFTWARE

Your use of the Service may include use of optional downloadable user software ("Software"). Duality gives you a personal, worldwide (subject to applicable U.S. law), royalty-free, non-assignable, non-sublicensable, and non-exclusive fully paid-up license to use the Software provided to you by Duality as part of Service, for the sole purpose of enabling you (solely) to use the benefit of the Service.

22. DUALITY PRODUCTS AND SERVICES SPECIFIC TERMS

If you are purchasing any of the Duality paid products or services, the following additional terms apply to you:

22.1 SPECIFIC DEFINITIONS

"Content" means the same as specified in Section 6, but includes Content uploaded by FALCON Users and FALCON Service Accounts.

"Contract" and "Agreement" terms are used interchangeably in this document and are construed to have the same meaning.

"FALCON Suite of Products" is the on-premises software, cloud-based services, and enterprise deployments provided by Duality. Information regarding the entire "FALCON Suite of Products" is available from: support@duality.ai.

"FALCON Use Limit(s)" applies to the amount as specified and allocated to you for: (i) monthly bandwidth, Storage and number of Monthly Active Users; and (ii) any other applicable usage limits or restrictions.

"Services," as expressed throughout this document and as stated in paragraph three (3) of this Agreement, are construed to *"collectively"* mean the Duality Suite of FALCON Services, Licensed Software, platform and products including applications, mobile, software, websites or other properties owned or operated by Duality or by registering for a Duality account within this Terms of Service document.

"User" is any person who is permitted by you to access, store, retrieve, upload, download, or manage Content in any account and/or uses Duality's digital twin integration platform for simulation, visualization or data generation purposes.

22.2 PRODUCT USE AND LIMITATIONS

You receive the features and functionality that are provided in the specific FALCON Product(s) that you have registered or purchased. You agree to only incorporate the FALCON Product(s) for the sole purpose of accessing certain functionality subscribed to by you, solely through the FALCON Product(s) and associated tools and services. You will ensure that your usage of the FALCON Product(s) is at all times in conformance with the FALCON Use Limits, these Terms and applicable law.

If you exceed the FALCON Use Limits, additional fees will be due and/or reasonable restrictions may be placed on your account until any such excess usage is adequately eliminated by you.

22.3 CO-BRANDING AND TRADEMARKS

You may not co-brand any FALCON Products or use any Duality trademarks, logos, or other Duality marks to promote and market the FALCON Products without Duality's prior written consent.

22.4 PROHIBITED ACTIONS

You will not, and will make sure that the FALCON Application does not and you will not permit use of the FALCON Application: (a) to violate these Terms; (b) to perform hidden activities without FALCON Application User consent (such as downloading components or other software); (c) that may alter a FALCON Application User's system without permission from the FALCON Application User; (d) impersonate, or misrepresent an affiliation with, any person or entity; (e) use in any manner not authorized by a FALCON Application User; except as otherwise authorized by a FALCON Application User with respect to such FALCON Application User's Content; (f) mine or analyze any Content transmitted to, retrieved from or stored in the FALCON Products/the Service (including, but not limited to, through spiders, robots, crawlers, data mining tools, scrapers, or other automated means, or services employing any such means); (g) circumvent any security measures or content filtering devices; (h) use or affect the FALCON Products in any manner that could damage, disable, overburden or impair the FALCON Products (including, but not limited to, flooding the FALCON Products with an excessive amount of data or content); (i) reverse engineer Duality's FALCON suite of products or provided content; or (j) permit use in connection with any purposes or intended application which involves risks or dangers that could lead to death, serious bodily injury, severe physical or property damage, or use for purposes that otherwise require significant safety precautions (e.g. uses of the FALCON Products in connection with operation of emergency services, air traffic control, mass transport systems, or nuclear facilities).

23. GENERAL TERMS

23.1 SEVERABILITY; ENTIRE AGREEMENT

These Terms apply to the maximum extent permitted by relevant law. If a court holds that we cannot enforce a part of these Terms as written, you and we will replace those terms with similar terms to the extent enforceable under the relevant law, but the rest of these Terms will remain in effect. This is the entire contract between you and us regarding the Service. It supersedes any prior contract or oral or written statements regarding your use of the Services.

23.2 ASSIGNMENT AND TRANSFER

We may assign, transfer, or otherwise dispose of our rights and obligations under this contract, in whole or in part, at any time without notice.

You may not assign this contract or transfer any rights to use the Falcon Suite of Products, unless

you transmit a written request to Duality Robotics, Inc., and we provide written consent for you to do so.

23.3 INDEPENDENT CONTRACTORS; NO THIRD-PARTY BENEFICIARIES

Duality and you are not legal partners or agents; instead, our relationship is that of independent contractors. This contract is solely for your and our benefit. It is not for the benefit of any other person, except for permitted successors.

23.4 WAIVER

The failure of either of us to insist upon or enforce strict performance of any of the provisions of these Terms or to exercise any rights or remedies under these Terms will not be construed as a waiver or relinquishment to any extent of such right to assert or rely upon any such provision, right or remedy in that or any other instance; rather, the same will remain in full force and effect, unless expressly waived in writing.

23.5 GOVERNMENT TERMS

If Customer is a U.S. government entity or if this Agreement otherwise becomes subject to the Federal Acquisition Regulations (FAR) and its corresponding and applicable Supplements, Customer acknowledges that elements of the Duality Service constitute software and documentation and are provided as "Commercial Items" as defined at 48 C.F.R. 2.101, and are being licensed to U.S. government User as commercial computer software subject to the restricted rights described in 48 C.F.R. 2.101 and 12.212.

23.6 MOBILE RESTRICTIONS

The Service is available on mobile devices. Do not use the Service in a way that distracts you and prevents you from obeying traffic or safety laws, or that may put the physical safety of others in danger.

24. CUSTOMIZED FALCON PRODUCTS AND/OR SERVICES

If Customer licenses a customized and/or specifically tailored Falcon Product and/or Service from the Falcon Suite (including custom engineering and creative services; licenses for a single user; tiered or volume users; and/or Enterprise Accounts), a bilateral Duality Robotics, Inc. License Agreement is required and must be negotiated and signed by both parties (e.g., Duality and Customer), including receipt of payment and/or authorized payment schedule, before the Customer's access to the specific Falcon Product and/or Service.