

End User License Agreement (EULA)

This End User License Agreement (“Agreement”) is entered into by and between PercEdge Research LLC (“Licensor”) and the Ordering Activity under GSA Schedule contracts identified in the Order accessing the PERscope AI platform (“Licensee”). By executing a written order and accessing or using PERscope, the Licensee agrees to be bound by the terms of this Agreement.

1. License Grant

Licensor grants Licensee a non-exclusive and non-transferable license to access and use the PERscope platform and related services solely for internal operational and analytical purposes. The platform is primarily hosted and accessed remotely through Licensor’s secure infrastructure; however, upon mutual agreement, Licensee may alternatively host the PERscope platform on its own infrastructure. In such cases, Licensor will provide the necessary codebase and deployment support to set up the platform, subject to agreed-upon security and operational requirements. Licensee agrees to maintain appropriate safeguards to protect the integrity and confidentiality of the platform if hosted internally.

Regardless of hosting method, continued use of the PERscope platform is contingent upon an active subscription or valid licensing agreement. Hosting the platform on Licensee’s infrastructure does not convey perpetual rights or ownership of the software, and all subscription terms and renewals remain applicable.

2. Data Generation and Ownership

All data insights, analysis, and summaries generated by PercEdge through its proprietary remote survey deployments, information operations, and behavior change communication (BCC) campaigns are owned by the Licensee. Licensee has full rights to use, share, export, and archive the generated data without restriction. Licensor retains no ownership rights over Licensee-specific outputs and will not resell or reuse Licensee-generated data without express written consent. However, with the explicit written authorization from the ordering activity contracting officer, PercEdge reserves the right to use aggregated, anonymized insights derived from the generated data—without reference to Licensee identity, funding source, or specific operational details—for the limited purposes of internal AI model training and improvement, capability demonstrations, and general marketing materials. No personally identifiable information (PII) or funder-attributable information will be disclosed in any public or promotional use.

3. Data Export and Formats

PercEdge will provide all generated data and outputs in industry-standard formats (including CSV, JSON, and PDF) upon request and within a commercially reasonable timeframe.

4. User Information and Privacy

The only personal information collected by PercEdge is limited to the Licensee's name, email address, and phone number for authentication and support purposes. No behavioral tracking, profiling, or unauthorized data collection is performed. PercEdge does not sell, share, or analyze user identity information.

5. Security and Infrastructure

PERscope is securely hosted in compliance with NIST 800-171 standards or equivalent. All infrastructure is U.S.-based and TAA-compliant to ensure the protection of sensitive information and the integrity of client-generated insights.

6. Acceptable Use

Licensee agrees not to use the platform for unlawful activities, to reverse-engineer the software, interfere with its operations, or attempt to extract, replicate, or alter underlying system functionality.

7. Support and Availability

PercEdge will use commercially reasonable efforts to maintain system availability and respond to technical support inquiries in a timely manner.

8. Disclaimer of Warranties

PercEdge is committed to providing reliable, secure, and high-quality service. Licensor will use commercially reasonable efforts to maintain the availability and functionality of the PERscope platform and to address any technical issues promptly.

Licensee acknowledges that all intellectual property rights in and to the PERscope platform, including but not limited to the software, models, and associated tools, are and shall remain the exclusive property of PercEdge. Licensee shall not resell, sublicense, reverse engineer, or create derivative works based on the platform without prior written consent.

9. Limitation of Liability

While PERscope is trained exclusively on ground-truth, representative data and engineered for reliability, precision, and actionable insight, Licensee acknowledges that the platform is an analytical and advisory tool. Although PercEdge endeavors to deliver the highest quality AI-enabled analysis available, no system can guarantee specific operational outcomes.

In no event shall PercEdge be liable for any indirect, incidental, special, or consequential damages arising from the use or inability to use the platform, including but not limited to decisions made or actions taken based on PERscope-generated insights. Licensee retains full responsibility for interpreting and applying outputs within their operational environment. 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. Term and Termination

This Agreement shall remain in effect for the duration of the active subscription purchased by the Licensee, as defined by the applicable subscription package (e.g., Bronze, Silver, Gold) and its specified period of performance, unless terminated earlier in accordance with this Agreement.

Licensee may request early termination of this Agreement if PercEdge materially fails to deliver the services or capabilities outlined in the agreed subscription package. In such cases, both parties agree to participate in a good-faith meeting to discuss and attempt to resolve the concerns prior to formal termination. If resolution cannot be achieved, Licensee may terminate upon thirty (30) days written notice following the meeting. Nothing herein limits Licensee's right to terminate this Agreement or order for PERscope platform and related services in accordance with GSAR Clause 552.212-4(l) or (m).

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, PercEdge 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 expiration or termination, Licensee's access to the PERscope platform will be revoked, and any generated data will be made available for export upon request.

11. Confidentiality

Each party agrees to maintain the confidentiality of any proprietary, sensitive, or non-public information disclosed in the course of this Agreement and to use such information solely for purposes consistent with this Agreement. This obligation of confidentiality shall survive termination of this Agreement for a period of three (5) years. Notwithstanding the foregoing, either party may disclose such information with the prior written consent of the other party. PercEdge recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.

12. Force Majeure

In accordance with GSAR Clause 552.212-4(f), Neither party shall be liable for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorism, labor disputes, natural disasters, or disruptions to telecommunications or hosting infrastructure.

13. Assignment

Licensee may not assign or transfer this Agreement or any rights under it without prior written consent from PercEdge. Any unauthorized assignment shall be null and void.

14. Governing Law

This Agreement shall be governed by and construed in accordance with the Federal laws of the United States.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Effective Date: [Insert Date]

PercEdge Research LLC

By: _____

Name: _____

Title: _____

Licensee

By: _____

Name: _____

Title: _____