



## HOSTED SERVICES TERMS AND CONDITIONS

These ExtraHop Hosted Services Terms and Conditions (“**Terms**”) together with the applicable details set forth on any Order constitute a legally binding subscription services agreement (the “**Agreement**”) by and between the person or entity accepting these Terms electronically (“**Customer**”) and ExtraHop Networks, Inc. (“**ExtraHop**”). These Terms will govern Customer’s access to and use of: (i) ExtraHop’s various remote analysis, reporting, administration or configuration services; and/or (ii) proprietary hosted software services operated and maintained by ExtraHop (each, a “**Service**”), in each case made available through an encrypted connection to Customer’s Appliance. All capitalized terms used herein shall have the respective meanings ascribed to them in these Terms or the Order, as applicable.

BY CLICKING ON THE “I AGREE” BUTTON OR OTHER BUTTON OR MECHANISM DESIGNED TO ACKNOWLEDGE AGREEMENT TO AN ELECTRONIC VERSION OF THESE TERMS, OR ENABLING REMOTE CONNECTIVITY TO ANY OF THE SERVICES OR BY OTHERWISE ACCESSING OR USING A SERVICE IN ANY MANNER, CUSTOMER REPRESENTS THAT IT HAS READ, UNDERSTOOD, AND AGREES TO THESE TERMS. CUSTOMER FURTHER REPRESENTS THAT THE INDIVIDUAL ACCEPTING THESE TERMS ON ITS BEHALF IS DULY AUTHORIZED TO LEGALLY BIND CUSTOMER TO THIS AGREEMENT.

### 1. General

1.1 Ordering. This Agreement contemplates one or more of either: (i) a written sales quote accepted by Customer; and/or (ii) a Customer purchase order or equivalent ordering document, that was accepted and confirmed by ExtraHop (including by confirmation email), and that, in either case, includes the Service(s) to be provided hereunder, the applicable Subscription Period, and associated pricing terms (collectively, “**Order(s)**”). To be eligible to obtain any Services hereunder, Customer must maintain an active, paid-up subscription license to ExtraHop’s wire data analytics software (“**Subscription License**”) or a separate active support contract (“**Support Contract**”) throughout the applicable Subscription Period. In addition, the availability of any Service is contingent on Customer having fully deployed the most recent or second-to-most recent version of ExtraHop’s wire data analytics software, as indicated in the version number after the first decimal (e.g., #.(N).# or #(N-1).#, where N is the most recent version) on Customer’s virtual or physical ExtraHop Discover appliance (the “**Appliance**”). Subject to Customer’s compliance with these Terms, Customer may access and use the Services that Customer subscribes to and the applicable published Service documentation (“**Documentation**”) during the applicable Subscription Period.

1.2 Evaluation Services. ExtraHop may offer one or more of the Services on a trial basis (any such evaluation or other unpaid use, “**Evaluation Services**”). Customer’s use of Evaluation Services will be governed by these Terms, as modified by this subsection. Customer may access and use the Evaluation Services for the sole purpose of determining whether to purchase a commercial subscription to the Services and subject to any time period and usage limits set forth on the applicable Order. If no Order is agreed upon prior to the commencement of any Evaluation Services, Customer’s use of the Services will be subject to a time limit of 7 days and any other usage and/or other limitations as may be imposed by ExtraHop. Evaluation Services may be limited in features, functionality, or have other limitations inapplicable to paid Services. ExtraHop may reduce, modify or terminate Evaluation Services at any time in its sole discretion. Notwithstanding Section 10.1, all Evaluation Services are provided to Customer on an “as is” basis at Customer’s own risk and Customer hereby releases ExtraHop from any and all liability associated with the Evaluation Services.

1.3 Other Services. ExtraHop may make additional hosted Services available from time to time. Customer’s access to and use of such Services may be subject to additional terms and conditions (“**Supplemental Terms**”) that will be presented for acceptance prior to any such access and use and will be deemed to be incorporated into these Terms upon acceptance. In addition, any remote administration or configuration services made available by ExtraHop from time to time via encrypted connection to an Appliance will be deemed to be Services governed by these Terms,

whether or not provided in connection with a professional service engagement under a separate agreement.

### 2. Available Services – Atlas™ Remote Analysis Report Service

2.1 The “**Atlas Service**” is a remote analysis and reporting service whereby ExtraHop personnel remotely access Customer’s Appliance(s) to prepare and deliver written reports (each, an “**Atlas Report**”) addressing the health, maintenance and performance integrity of Customer’s IT technologies through analysis of metrics collected by one or more Appliances. A list of topics that may be addressed in an Atlas Report is available on ExtraHop’s website (currently located at: <https://www.extrahop.com/go/atlasreportchecklist>).

2.2 Report Delivery. ExtraHop will endeavor to provide Customer with each Atlas Report within four (4) business days of the scheduled delivery or as agreed by ExtraHop and the Customer. If multiple Atlas Reports are purchased, each Atlas Report will be delivered in successive monthly intervals, unless otherwise requested by Customer. ExtraHop will not be responsible to the extent non-delivery of Atlas Reports results from extended periods of disconnection between the Atlas Service and Customer’s Appliance(s) prior to the scheduled delivery date.

2.3 Remote Access. Customer agrees to enable connection of its Appliance to the Atlas Service in accordance with the Access Requirements no later than: (i) one hundred twenty (120) days from the Subscription Period start date; or (ii) ninety (90) days from any disconnection that occurs after an initial connection (each a, “**Connection Window**”). Otherwise, Client will forfeit one (1) purchased Atlas Report. Following the applicable Connection Window, additional Atlas Reports will be forfeited, one every thirty (30) days up to all of Customer’s purchased Atlas Reports, for as long as the Appliance(s) remain disconnected.

### 3. Available Services – Addy™

3.1 The “**Addy Service**” is a hosted software service operated and maintained by ExtraHop that performs machine learning and similar algorithmic analysis of select base metrics collected from an Appliance to build a performance baseline of Customer’s IT environment and automatically detect potentially anomalous events that deviate from such baseline based on proprietary heuristics (each, an “**Anomaly**”). During the Subscription Period, the Addy Service will provide Customer with alerts of any detected Anomalies through the Appliance’s user interface. Customer may also opt in to receive Anomaly alerts via email. All base metrics data collected by the Addy Service and all Anomaly reporting data generated therefrom and provided to Customer will be deemed to be Customer Data for the purposes of this Agreement.

3.2 Requirements. Availability of the Addy Service will be contingent on Customer’s following all Access Requirements and

correctly using the administrative settings on its Appliance to enable an encrypted connection to the Addy Service. Notwithstanding the terms of Section 1.1 above, the Addy Service may not be available on all versions of the Appliance software. In addition, Customer acknowledges and agrees that an initial baseline of metrics data covering an Appliance deployment of no less than 4 weeks is required for the Addy Service to detect any Anomalies or alert Customer thereof. For the avoidance of doubt, this data can be collected promptly after an initial connection if Customer has previously deployed an Appliance for 4 weeks or more prior to connecting to the Addy Service hereunder.

#### 4. Use of Services

4.1 ExtraHop Responsibilities. ExtraHop will use commercially reasonable efforts to make and keep the ordered Service(s) available to Customer during the relevant Subscription Period(s). Customer acknowledges that ExtraHop may need to perform scheduled and, in the case of emergency (as determined in ExtraHop's sole and reasonable discretion), unscheduled maintenance, which may affect the availability of the Service(s). In addition, a reliable remote connection to Customer's Appliance is required to maintain availability of Services, including the preparation and delivery of any Atlas Reports.

4.2 Customer Responsibilities. Customer will be solely responsible for: (i) obtaining and maintaining the Appliance and all other computer equipment and any ancillary products needed to access and use the Services; (ii) adequate storage and security for its Appliance, systems, applications, and computing environment; (iii) authorization for any third-party integrated services; (iv) all judgments, decisions, conclusions, analyses made, and actions taken or not taken based on any recommendations or other content of any report, alert, analysis or other information provided in connection with the Services hereunder; and (v) the security and integrity of any Customer Data after it is transmitted from the Service(s) to Customer and/or its Appliance(s).

4.3 Access. Customer hereby grants permission to ExtraHop to connect to its Appliance(s) via remote access for the purpose of providing the Service(s) and collecting the Customer Data. Customer will work with ExtraHop to establish a connection between the Services and the Appliance in accordance with all access instructions and/or specifications provided by ExtraHop ("Access Requirements"). By way of example, Access Requirements include instructions for Customer to: (i) configure its firewall settings to limit traffic coming to its Appliance solely to traffic originating from ExtraHop's IP addresses; and (ii) implement a process that allows its personnel to disable remote access to the applicable Service promptly upon ExtraHop's request. ExtraHop will follow all commercially reasonable security policies for accessing Customer's Appliance that are agreed to by ExtraHop in a signed writing referencing these Terms in advance of such access.

4.4 Restrictions. Customer shall not (and will not permit any third party to), directly or indirectly: (i) sell, sublicense, resell, rent, time-share, lease or otherwise attempt to transfer rights to the Services, or use any of the Services in an application service provider or managed service provider environment, or otherwise generate income from any of the Services; (ii) access or use any Services for the purposes of monitoring their availability, performance, or functionality for competitive purposes; (iii) reverse engineer, decompile or disassemble any Services or any software, Documentation or data provided by ExtraHop in connection therewith or otherwise attempt to discover of any source code or other operational mechanisms of the Services or any part thereof; (iv) modify or create any derivative works based on any Services or any aspect thereof; (v) copy or clone any feature, design or graphic made available as part of the Services; (vi) interfere with or disrupt the integrity or performance of the Services, (vii) attempt to gain unauthorized access to the Services or its related systems or networks; or (viii) use the Service in any manner or for any purpose ExtraHop Hosted Services Terms and Conditions v091318

that violates any law or regulation, any right of any person, including but not limited to intellectual property right or rights of privacy or to engage in activities that would violate any fiduciary relationship, any applicable local, state, national, or international law, or any regulations having the force of law.

#### 5. Payment

5.1 Payment Terms. Customer will pay ExtraHop the subscription fees for the Service(s) as set forth in the applicable Order (the "Fees") in advance of each Subscription Period. For the avoidance of doubt, all dollar amounts referred to in this Agreement or any Order are in United States dollars. All subscriptions to the Service(s) and associated Fees are non-cancelable and non-refundable except as set forth in Section 10.2. All Fees quoted are exclusive of any applicable taxes and duties, including any applicable sales, use, VAT and other similar taxes and Customer is responsible for the payment of all such taxes and duties.

5.2 Late Payments. A late charge of the lesser of 1.5% of the outstanding amount per month or the maximum rate permitted by law will be charged to Customer on past due amounts. ExtraHop may suspend or terminate (or both) Customer's access to the Service(s) if Customer has a past due account until all outstanding amounts are paid in full.

#### 6. Confidentiality

6.1 Definition of Confidential Information. Confidential Information means all nonpublic information disclosed by a party ("Discloser") to the other party ("Recipient"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure ("Confidential Information"). ExtraHop's Confidential Information includes the Services, Documentation, and pricing.

6.2 Protection of Confidential Information. The Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Discloser for any purpose outside the scope of this Agreement. The Recipient must make commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees and contractors who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with Recipient no less restrictive than the confidentiality terms of this Agreement.

6.3 Exclusions; Feedback. Confidential Information excludes information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser, (ii) was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser, (iii) is received from a third party without breach of any obligation owed to Discloser, or (iv) was independently developed by the Recipient without use or access to the Confidential Information. In addition, Customer acknowledges and agrees that ExtraHop will have no obligation to treat as confidential any suggested improvement or enhancement or any other recommendation or other feedback with respect to the Services provided by Customer ("Feedback") and Customer hereby assigns to ExtraHop all right, title and interest, including intellectual property rights, that it has in all Feedback.

6.4 Disclosure Required by Law. Recipient may disclose Confidential Information to the extent required by law or court order, but will provide Discloser with advance notice to seek a protective order. Recipient will only disclose the limited information required to be disclosed by law or the court order.

#### 7. Term and Termination

7.1 Term. This Agreement will be effective upon acceptance of these Terms by Customer and, unless terminated in accordance

with Section 7.2, will continue for the subscription period specified in the applicable Order (the “**Subscription Period**”). Notwithstanding the foregoing, solely with respect to remote administration or configuration services to be provided by ExtraHop personnel under these Terms, unless mutually agreed upon between the parties in writing otherwise, the Subscription Period will continue only for as long as necessary for ExtraHop to provide the applicable Service and will automatically terminate upon completion thereof.

**7.2 Termination.** If either party is in material breach of a material term of this Agreement, the other party may terminate this Agreement at the end of a written 30-day notice/cure period if the breach has not been cured.

**7.3 Effect of Termination.** Upon termination or expiration of this Agreement, (i) all Customer rights to use or access the Services will immediately terminate; (ii) upon request of Discloser, each Recipient will return to the Discloser or destroy the Discloser’s Confidential Information; and (iii) ExtraHop may destroy any Customer Data in its possession or control provided that ExtraHop may retain all Aggregated Data, which will be owned by ExtraHop. Sections 4.4, 5-9, 10.3, 11, and 12 will survive any termination or expiration of this Agreement.

## **8. Proprietary Rights.**

**8.1 Reservation of Rights.** The Services and all software, workflow processes, user interfaces, designs, know-how, Documentation and other materials or technologies utilized by ExtraHop as part of the Services are the sole property of ExtraHop and its licensors, and all right, title and interest in and to such items, including all associated intellectual property rights, remain only with ExtraHop. ExtraHop reserves all rights unless expressly granted in this Agreement.

**8.2 Open Source.** Certain components of the Services may be covered by open source software (“**OSS**”) licenses. To the extent required by the license for any OSS: (i) the terms of such license will apply to such OSS instead of the terms of the Agreement; and (ii) any restrictions prohibited by such license that are contained in the Agreement will not apply to such OSS.

**8.3 Customer Data.** As between Customer and ExtraHop, Customer owns all content and data from its Appliance(s) that is collected, processed, or stored by ExtraHop in connection with the Service(s) (collectively, “**Customer Data**”). ExtraHop may use, reproduce, transfer and create derivative works of Customer Data during the Subscription Period to provide the Services, including: (i) to prevent or resolve technical problems; (ii) to observe and report back to Customer on Customer’s usage of the Service(s); (iii) change and improve the Service(s); or (iv) otherwise, at Customer’s request, including in connection with customer support matters. ExtraHop shall not disclose the Customer Data except as compelled by law or legal proceedings, or as expressly permitted in writing by Customer. In addition, during the Subscription Period and thereafter, ExtraHop may use the Customer Data and its derivatives on an aggregated basis and without identifying Customer as the source thereof (“**Aggregated Data**”) in connection with the operation of its business, which includes: (a) benchmarking and creation of similar operational aggregate statistics regarding the Services; (b) creation and inclusion in financial reporting regarding the Services; and (c) offering, developing, and improving current and future products and services.

**9. Indemnity.** Customer will indemnify, defend, and hold ExtraHop harmless against all third-party claims or demands, and damages, costs, penalties, fines, and expenses (including reasonable attorneys’ fees and costs) sustained by ExtraHop, arising out of or related to Customer’s use of or access to the Service(s), excluding any claims based on the gross negligence or intentional misconduct of ExtraHop.

## **10. Limited Warranty and Disclaimer**

**10.1 Limited Warranty.** During the initial 90 days of the applicable Subscription Period (“**Warranty Window**”), ExtraHop warrants that the Service(s) will operate in accordance with the applicable Documentation in all material respects. The foregoing warranty will not apply: (i) if the applicable Service is not used in accordance with these Terms, any Order, or the applicable Documentation; (ii) to any Evaluation Service or other services provided on a free and/or trial basis; or (iii) if the Services have been combined with any third party products or services in manner that was not approved in advance by ExtraHop.

**10.2 Remedies.** With respect to any breach of the foregoing warranty of which Customer notifies ExtraHop within the Warranty Window, ExtraHop will use commercially reasonable efforts to either provide a work-around or replace the non-conforming feature(s) of the applicable Service(s) with conforming features. If ExtraHop determines the foregoing remedies to be impracticable within a reasonable time, ExtraHop may terminate this Agreement and, in such event, will refund any prepaid Fees for the remainder of the Subscription Period following the effective date of termination. This subsection sets forth Customer’s sole and exclusive remedies for any warranty claim under this Agreement.

**10.3 Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN SECTION 10.1, ALL SERVICES, DOCUMENTATION, AND ATLAS REPORTS ARE PROVIDED ON AN “AS-IS” AND “AS-AVAILABLE” BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND, TO THE FULLEST EXTENT PERMITTED BY LAW, EXTRAHOP AND ITS SUPPLIERS AND LICENSORS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS INCLUDING ANY WARRANTIES OF TITLE, FITNESS FOR A PARTICULAR PURPOSE, FUNCTIONALITY, MERCHANTABILITY, OR NON-INFRINGEMENT, WHETHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXTRAHOP DOES NOT WARRANT THAT (A) ANY INFORMATION OR DATA ACCESSED, USED, OR PROVIDED IN CONNECTION WITH THE SERVICES WILL BE COMPLETE, ACCURATE, OR CURRENT; OR (B) ACCESS TO ANY SERVICES WILL BE CONTINUOUS OR UNINTERRUPTED, ACHIEVE ANY INTENDED RESULT, MEET CUSTOMER’S REQUIREMENTS, OR BE SECURE OR ERROR FREE. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE MACHINE LEARNING, ALGORITHMS, AND HEURISTICS THAT CONSTITUTE THE BASIS FOR ANY ADDY SERVICE RESULTS ARE CONSTANTLY FLUCTUATING AND EXTRAHOP DOES NOT WARRANT THAT ANY ANOMALY CLASSIFICATIONS ARE CORRECT OR COMPLETE.

## **11. Limitation of Liability**

**11.1 EXCLUSION OF DAMAGES.** IN NO EVENT WILL EITHER CUSTOMER OR EXTRAHOP (INCLUDING EXTRAHOP’S SUPPLIERS AND LICENSORS) BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY (INCLUDING END USERS) FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR ANY DAMAGES ARISING FROM LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OR INACCURACY OF DATA, OR INTERRUPTION OF BUSINESS, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND FRAUD), PRODUCT LIABILITY, OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES.

**11.2 LIMITATION OF LIABILITY.** IN NO EVENT WILL EXTRAHOP’S LIABILITY FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT (WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND FRAUD), PRODUCT LIABILITY, OR OTHERWISE) EXCEED

THE ACTUAL AMOUNTS PAID BY CUSTOMER UNDER THIS AGREEMENT WITHIN THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

## 12. Miscellaneous

12.1 Independent Contractors. The parties are independent contractors with respect to each other and nothing herein will be construed to create an employment, partnership, joint venture or principal-agent relationship between the parties.

12.2 CISG Does Not Apply. The Convention on Contracts for the International Sale of Goods does not apply.

12.3 Equitable Relief. Any breach or threatened breach of Section 4.4 or 6 could cause irreparable injury or harm to the non-breaching party. Each party accordingly will be entitled to seek equitable relief against the other party, without obligation to post a bond, in addition to all other remedies that the parties may have to enforce this Agreement and protect each party's rights hereunder.

12.4 Governing Law; Forum; Attorneys' Fees. This Agreement is governed by the laws of the State of Washington without regard to conflict of law principles. Any dispute arising out of or related to this Agreement may only be brought in the state or federal courts located in Seattle, Washington. The parties consent to the exercise of exclusive jurisdiction by the state or federal courts in the State of Washington for any claim relating to this Agreement. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover its costs and attorneys' fees.

12.5 Construction; Headings. The word "include" or any variants thereof used throughout this Agreement shall be construed non-exclusively to mean "including without limitation." Headings herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.

12.6 No Waiver. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.

12.7 Force Majeure. No party will be liable hereunder (and their performance shall be excused under this Agreement) by reason of any failure or delay in the performance of its obligations (except for the payment of money) on account of strikes, shortages, riots, insurrection, terrorism, advanced persistent threats, fires, flood, storm, explosions, earthquakes, Internet outages, acts of God, war, governmental action, or any other cause that is beyond the reasonable control of such party (each a "**Force Majeure Event**"). ExtraHop will take all reasonable steps resume provision of the affected Service(s) as soon as practicable following a Force Majeure Event.

12.8 Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior or contemporaneous negotiations, agreements and representations, whether oral or written, related to this subject matter. All Orders will be governed by these Terms and will not include any additional or inconsistent terms that may be proposed by Customer, all of which will be deemed to be material alterations and are hereby objected to and rejected by ExtraHop. Neither ExtraHop's acknowledgment of a Customer purchase order nor ExtraHop's failure to specifically object to conflicting, different, or additional terms and conditions in a specific purchase order will be deemed an acceptance of such terms or a waiver of the provisions of these Terms. In the event of any conflict or inconsistency between these Terms and the Supplemental Terms for any given Service, the Supplemental Terms shall control with respect to such Service. Further, in the event of any conflict between these Terms and any Support Contract or other agreement between the parties related to the provision of services, or use, disclosure or confidentiality of information, these Terms shall control with respect to the specific Service(s) provided under this Agreement.

12.9 Modifications. ExtraHop may modify these Terms and/or any Supplemental Terms from time to time by posting a revised version to its website and providing Customer notice via email and/or through the Appliance user interface. Such changes will be effective ten (10) days after notice thereof has been provided to Customer. No other changes or modifications or waivers to this Agreement will be effective unless in writing and signed by both parties.

12.10 Severability. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

12.11 Assignment. Neither party may assign or transfer this Agreement to a third party without the prior written consent of the other party. Any attempt to do so shall be void except that either party may transfer or assign this Agreement upon notice, but without consent, to a corporate affiliate or acquirer of all or substantially all of its business pertaining to this Agreement, whether by merger, consolidation, transfer or sale of all or substantially all of its business, assets, or equity, so long as the assignee is not a direct competitor of the non-assigning party.

12.12 Government End Users. The Services and Documentation provided to the U.S. Government are "Commercial Items", as that term is defined at 48 C.F.R. 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", within the meaning of 48 C.F.R. 12.212 or 48 C.F.R. 227.7202, as applicable. Consistent with 48 C.F.R. 12.212 or 48 C.F.R. 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users only as Commercial Items, and with only those rights as are granted to all other end users pursuant to this Agreement, as provided in FAR 12.212, and DFARS 227.7202-1(a), 227.7202-3(a), 227.7202-4, as applicable.

12.13 Export Control. Each party will comply with all applicable export controls laws.