

CUSTOMER CONTRACT REQUIREMENTS
Vulture Phase II
CUSTOMER CONTRACT HR0011-10-9-0010

CUSTOMER CONTRACT REQUIREMENTS

The following customer contract requirements apply to this contract to the extent indicated below. If this contract is for the procurement of commercial items under a Government prime contract, as defined in FAR Part 2.101, see Section 3 below.

1. FAR Clauses The following contract clauses are incorporated by reference from the Federal Acquisition Regulation and apply to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" mean Seller.

52.227-1 Authorization and Consent (DEC 2007).

52.227-1 Authorization and Consent Alternate I (APR 1984).

52.245-1 Government Property (DEVIATION) 2007-O0012 (JUN 2007). This clause applies only if Government property is acquired or furnished for contract performance. Per DEVIATION 2007-O0012, the definition of plant equipment is deleted, and the second sentence in the definition of real property is modified to read: "It does not include foundations and other work necessary for installing personal property." The Government-Owned Property article in GP4 is hereby deleted.

2. DoD FAR Supplement Clauses DoD Contracts. The following contract clauses are incorporated by reference from the Department of Defense Federal Acquisition Regulation Supplement and apply to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" mean Seller except as otherwise noted.

252.225-7013 Duty Free Entry (DEC 2009). This clause applies if Seller is located in a qualifying country (as defined in DFARS Part 225.8) or if Seller is located in any other country and the estimated U.S. duty for the deliverable items will exceed \$200 per unit. Seller shall include the prime contract number on all shipping documents submitted to Customs for supplies for which duty-free entry is claimed pursuant to this clause. See Section 5 for the information required by paragraph (j)(3) of this clause.

252.225-7032 Waiver of United Kingdom Levies - Evaluation of Offers (APR 2003). This clause applies if this contract is over \$1,000,000 and is with an United Kingdom firm..

252.228-7001 Ground and Flight Risk (JUN 2010).

252.235-7003 Frequency Authorization (DEC 1991). This clause applies only if this contract requires the development, production, construction, testing, or operation of a device for which a radio frequency authorization is required.

3. Prime Contract Special Provisions The following prime contract special provisions apply to this purchase order

ARTICLE VII: PATENT RIGHTS

A. Allocation of Principal Rights

Unless the Supplier shall have notified DARPA (in accordance with subparagraph B.2 below) that the Supplier

does not intend to retain title, the Supplier shall retain the entire right, title, and interest throughout the world to each SUBJECT INVENTION consistent with the provisions of this Article and 35 U.S.C. § 202. With respect to any subject invention in which the Supplier retains title, DARPA shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced on behalf of the United States the subject invention throughout the world. Notwithstanding the above, the Supplier may elect to provide to other parties any full or partial rights that it has retained.

B. Invention Disclosure, Election of Title, and Filing of Patent Application

1. The Supplier shall disclose each subject invention to DARPA within four (4) months after the inventor discloses it in writing to his company personnel responsible for patent matters. The disclosure to DARPA shall be in the form of a written report and shall identify the Agreement under which the invention was made and the identity of the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological, or electrical characteristics of the invention. The disclosure shall also identify any publication, sale, or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. The Supplier shall also submit to DARPA an annual listing of subject inventions. All required reporting shall be accomplished, to the extent possible, using the i-Edison reporting website: <https://s-edison.info.nih.gov/iEdison/>. To the extent any such reporting cannot be carried out by use of i-Edison, reports and communications shall be submitted to the Agreements Officer and Administrative Agreements Officer.

2. If the Supplier determines that it does not intend to retain title to any such invention, the Contractor shall notify DARPA, in writing, within eight (8) months of disclosure to DARPA. However, in any case where publication, sale, or public use has initiated the one (1)-year statutory period wherein valid patent protection can still be obtained in the United States, the period for such notice may be shortened by DARPA to a date that is no more than sixty (60) calendar days prior to the end of the statutory period.

3. The Supplier shall file its initial patent application on a subject invention to which it elects to retain title within one (1) year after election of title or, if earlier, prior to the end of the statutory period wherein valid patent protection can be obtained in the United States after a publication, or sale, or public use. The Supplier may elect to file patent applications in additional countries (including the European Patent Office and the Patent Cooperation Treaty) within either ten (10) months of the corresponding initial patent application or six (6) months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications, where such filing has been prohibited by a Secrecy Order.

4. Requests for extension of the time for disclosure election, and filing under Article VII: Patent Rights, paragraph B, may, at the discretion of DARPA, and after considering the position of the Supplier, be granted.

C. Conditions When the Government May Obtain Title

Upon DARPA's written request, the Supplier shall convey title to any subject invention to DARPA under any of the following conditions:

1. If the Supplier fails to disclose or elects not to retain title to the subject invention within the times specified in paragraph B of this Article; provided, that DARPA may only request title within sixty (60) calendar days after learning of the failure of the Supplier to disclose or elect within the specified times.

2. In those countries in which the Supplier fails to file patent applications within the times specified in paragraph B of this Article; provided, that if the Supplier has filed a patent application in a country after the times specified in paragraph B of this Article, but prior to its receipt of the written request by DARPA, the Supplier shall continue to retain title in that country; or

3. In any country in which the Supplier decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceedings on, a patent on a subject invention, provided the U.S. Government will assume such obligation.

D. Minimum Rights to the Supplier and Protection of the Supplier's Right to File

1. The Supplier shall retain a nonexclusive, royalty-free license, with the right to grant sublicenses, throughout the world in each subject invention to which the Government obtains title, except if the Supplier fails to disclose the invention within the times specified in paragraph B of this Article. The Supplier's license extends to the domestic (including Canada) subsidiaries and affiliates, if any, within the corporate structure of which the Supplier is a party and includes the right to grant licenses of the same scope to the extent that the Supplier was legally obligated to do so at the time the Agreement was awarded. The license is transferable only with the approval of DARPA, except when transferred to the successor of that part of the business to which the invention pertains. DARPA approval for license transfer shall not be unreasonably withheld.

2. The Supplier's domestic license may be revoked or modified by DARPA to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted consistent with appropriate provisions at 37 CFR Part 404. This license shall not be revoked in that field of use or the geographical areas in which the Supplier has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of DARPA to the extent the Supplier, its licensees, or the subsidiaries or affiliates have failed to achieve practical application in that foreign country.

3. Before revocation or modification of the license, DARPA shall furnish the Supplier a written notice of its intention to revoke or modify the license, and the Supplier shall be allowed thirty (30) calendar days (or such other time as may be authorized for good cause shown) after the notice to show cause why the license should not be revoked or modified.

E. Action to Protect the Government's Interest

1. The Supplier agrees to execute or to have executed and promptly deliver to DARPA all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Supplier elects to retain title, and (ii) convey title to DARPA when requested under paragraph C of this Article and to enable the Government to obtain patent protection throughout the world in that subject invention.

2. The Supplier agrees to require, by written agreement, its employees, other than clerical and non-technical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Supplier each subject invention made under this Agreement in order that the Supplier can comply with the disclosure provisions of paragraph B of this Article. The Supplier shall instruct its employees, through employee agreements or other suitable educational programs, on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U. S. or foreign statutory bars.

3. The Supplier shall notify DARPA of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceedings on a patent, in any country, not less than thirty (30) calendar days before the expiration of the response period required by the relevant patent office.

4. The Supplier shall include, within the specification of any United States patent application and any patent issuing thereon covering a subject invention, the following statement: "This invention was made with Government support under Agreement No. HR0011-10-9-0010, awarded by DARPA. The Government has certain rights in the invention."

F. Lower Tier Agreements

The Supplier will use reasonable efforts to flow down the provisions of this Article to its subcontractors. The Supplier shall include this Article, suitably modified, to identify the Parties, in all subcontracts or lower tier agreements, regardless of tier, for experimental, developmental, or research work. The Supplier's subcontractors will retain all rights provided for the Supplier in this Article, and the Supplier will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's Subject Inventions.

G. Reporting on Utilization of Subject Inventions

1. The Supplier agrees to submit, during the term of the Agreement, upon written Government request, an annual report on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Supplier or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Supplier, and such other data and information as the agency may reasonably specify. The Supplier also agrees to provide additional reports as may be requested by DARPA in connection with any march-in proceedings undertaken by DARPA in accordance with paragraph I of this Article. Consistent with 35 U.S.C. § 202(c)(5), DARPA agrees it shall not disclose such information to persons outside the Government without permission of the Supplier.

2. All required reporting shall be accomplished, to the extent possible, using the i-Edison reporting website:

<https://s-edison.info.nih.gov/iEdison/>.

To the extent any such reporting cannot be carried out by use of i-Edison, reports and communications shall be submitted to the Agreements Officer and Administrative Agreements Officer.

H. Preference for American Industry

Notwithstanding any other provision of this clause, the Supplier agrees that it shall not grant to any person the exclusive right to use or sell any subject invention in the United States or Canada unless such person agrees that any product embodying the subject invention or produced through the use of

the subject invention shall be manufactured substantially in the United States or Canada. However, in individual cases, the requirements for such an agreement may be waived by DARPA upon a showing by the Supplier that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that, under the circumstances, domestic manufacture is not commercially feasible.

I. March-in Rights

The Supplier agrees that, with respect to any subject invention in which it has retained title, DARPA has the right to require the Supplier, an assignee, or exclusive licensee of a subject invention to grant a non-exclusive license to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Supplier, assignee, or exclusive licensee refuses such a request, DARPA has the right to grant such a license itself if DARPA determines that:

1. Such action is necessary because the Supplier or assignee has not taken effective steps, consistent with the intent of this Agreement, to achieve practical application of the subject invention within five (5) years from the date of disclosure;
2. Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Supplier, assignee, or their licensees within five (5) years from the date of disclosure;
3. Such action is necessary to meet requirements for public use and such requirements are not reasonably satisfied by the Supplier, assignee, or licensees within five (5) years from the date of disclosure; or
4. Such action is necessary because the agreement required by paragraph H of this Article has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such Agreement.

The exercise of march-in rights will be carried out in accordance with 37 CFR § 401.6 "Exercise of March-in Rights."

J. Opportunity to Cure

Certain provisions of this Article provide that the Government may gain title or license to a Subject Invention by reason of the Supplier's action, or failure to act, within the times required by this Article. Prior to claiming such rights (including any rights under this Article, paragraph I. March-in Rights), the Government will give written notice to the Supplier of the Government's intent, and afford the Supplier a reasonable period of time to cure such action or failure to act. The length of the cure period will depend on the circumstances, but in no event will be less than sixty (60) business days. The Supplier may also use the cure period to show good cause why the claiming of such title or right would be inconsistent with the intent of this Agreement in light of the appropriate timing for introduction of the technology in question, the relative funding and participation of the Parties in the development, and other factors.

L. Patent Notification

In no event shall the provisions set forth in this Article apply to any Background Inventions or Patents obtained thereon by the Supplier. The Supplier

shall retain the entire right, title, and interest throughout the world to each such Inventions and Patents, and the Government shall not have any rights under this Agreement.

ARTICLE VIII. DATA RIGHTS

A. Definitions. For the purposes of this Agreement, the terms “Limited rights”, “Restricted rights”, and “Government purpose rights”, when used herein, shall be consistent with DFARS 252.227-7013(a) and DFARS 252.227-7014(a), except that Government Purpose Rights shall be perpetual, without expiration.

B. Background

Technical data and software as listed in the prime has been developed either exclusively at private expense, or primarily at private expense (“combined private and mixed funds”). As such, any requirements to deliver technical data or software related to the following key technical areas, shall be provided to the U.S. Government with restrictions on its use or disclosure, as further defined in the Data Assertions table below:

- Vehicle Management System (VMS) Software and Design
- Air Vehicle Concept Design
- Very Flexible Aircraft (VFA) external loads and flight control of tools and methods
- Energy Storage System (ESS)
- Design of Smart Solar Array for Objective System
- Design of lightweight flexible solar array

As deliverables are defined during negotiations and performance of the Agreement, rights for those deliverables will be specifically identified in the

assertions table or defined and added via a bilateral modification to the Agreement.

C. Specifically Negotiated License Rights

The Supplier and U.S. Government agree to certain Specifically Negotiated License Rights, as such Specifically Negotiated License Rights are defined in DFARS 252.227-7013(b)(4):

a. Except for the delivered technical data or delivered computer software listed in Paragraphs (b) and (c) set out below, the Supplier grants to the Government a royalty-free, worldwide, nonexclusive, irrevocable license to use, modify, reproduce, release, perform, display or disclose within the Government and to Government contractors for Government purposes any delivered technical data properly marked with the government purpose rights legend set forth in DFARS 252.227-7013. For convenience, this license may be referred to as the grant of Government Purpose Rights (GPR) as that term is defined in DFARS 252.227-7013(a)(12). A Government purpose means any activity in which the United States Government is a party, but does not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so. These Government Purpose Rights shall not convert to Unlimited Rights but shall extend in perpetuity.

b. The Supplier grants to the Government a royalty-free, worldwide, nonexclusive, irrevocable license to use, modify, reproduce, release, perform, display or disclose within the Government for the delivered technical data pertaining to the following items, components, and processes:

Items & Components

1) (or can reference for example “Table B”)

- 2)
- 3)

Processes

For convenience, this license of Paragraph (b) may be referred to as the grant of Limited Rights as that term is defined in DFARS 252.227-7013(a)(13).

For any such Limited Rights technical data, the Government shall have the additional right to disclose the technical data to Government advisory & assistance support Suppliers (A&AS) for the program, provided such A&AS agree not to use, release, or disclose the technical data for any purpose other than advising the Government for the program.

(c) The Supplier grants to the Government a royalty-free, worldwide, nonexclusive, irrevocable license to use, modify, reproduce, release, perform, display or disclose within the Government for the delivered computer software or its documentation pertaining to:

Name (or reference for example "Table C")

For convenience, this license of Paragraph (c) may be referred to as the grant of Restricted Rights as that term is defined in DFARS 252.227-7014(a)(14).

For any such Restricted Rights computer software, the Government shall have the additional right to disclose the computer software (in object code format only) to Government advisory & assistance support Suppliers (A&AS) for the program, provided such A&AS agree not to use, release, or disclose the technical data for any purpose other than advising the Government for the program.

(d) The Supplier may mark deliverable documents containing technical data subject to these Specifically Negotiated License Rights with the following legend on the cover page of each document:

"SPECIFICALLY NEGOTIATED LICENSE RIGHTS

The Government's rights in technical data contained in this document are specified in the Specifically Negotiated License Rights Agreement incorporated into contract [identifier]. Reproduce this legend on all copies."

The Supplier may mark internal pages containing technical data subject to the Specifically Negotiated License Rights Agreement with the running legend:

"SPECIFICALLY NEGOTIATED LICENSE RIGHTS"

For internal pages containing technical data where the Government has GPR as the applicable restriction, the Supplier may mark such pages with the legend:

"SPECIFICALLY NEGOTIATED LICENSE RIGHTS - - (followed by the standard Government Purpose Rights legend in DFARS 252.227-7013 and -7014)

(e) The Supplier retains all rights in technical data and computer software not delivered pursuant to this Agreement.

(f) Upon written request by the U.S. Government, the Supplier agrees to enter into good faith discussions concerning additional license rights in technical data covered by this Agreement. The Government's written request shall include justification supporting the Government's need for the additional rights in the technical data or computer software.

a. The Government will receive rights to Data developed and delivered under this Agreement other than detailed manufacturing and process technical data relating to items, components or processes developed at private expense, as asserted below. A list of such developed and delivered Data is provided in the table below:

In addition to the assertions listed in the table above, other assertions may be identified after Agreement award when based on new information or inadvertent omissions. Such identification shall be submitted to the Agreements Officer as soon as practical prior to the scheduled date for delivery of the Data, but in no case shall additional Background Data be included in any data deliverable until the Agreement is bilaterally amended to reflect such addition.

Certain deliverable reports/documentation may, by necessity, incorporate Background Data. If so, the Supplier shall clearly delineate and mark each section of the report/documentation with appropriate data rights classifications. The use of footnotes or similar forms of reference, for purposes of such identification is encouraged. Furnishing of "Background Data" by incorporating it into a deliverable report/documentation shall not affect any preexisting Government Rights in such Technical Data.

b. The following reports are administrative/management documentation and not considered Technical Data. They contain Supplier proprietary information and may be marked "Boeing Proprietary":

- Program Management Plan
- Cost / Schedule Status Report
- Integrated Master Schedule (IMS) Updates

c. The Government shall obtain Government Purpose Rights in a version of the Final Report that will not contain any proprietary information.

d. To the extent that Government Data is used in the performance of this Agreement, the Government shall retain its preexisting rights in such Data.

D. Items Excluded from Delivery

The following Technical Data and Computer Software will not be Delivered under this Agreement, and, except to the extent the following are included in

CDRLs or design review charts required to be delivered under this Agreement, No Rights are granted to the U.S. Government in the following items:

- Technical data and software related to the Vehicle Management System (VMS), including Hardware design documentation and/or schematics, Software Development processes, Software Architecture/Design Documentation, VMS software source code, Software Test Scripts, Software tools used for the development/production of code and documentation, control law algorithms, Navigation algorithms, Autocode diagrams (MatrixX and/or Matlab), FPGA Firmware design, FPGA Firmware VHDL source code, Hardware in the Loop Development Facility Hardware design/documentation, Hardware in the Loop Development Facility Software / design/documentation, and VMS Computational air data system algorithm
- Technical data or software related to the HALE Ground Control Station (GCS) design, Vehicle Specific Module (VSM) and associated Vehicle Specific Displays (VSDs)
- COMC2 Computer software and documentation

- Technical data and computer software related to Solar Aircraft Design & Analysis tool
- Energy Storage System (ESS) Integrated System Model (thermal, fluid, and electrochemical model)
- Conformal Radiator Model
- Air Vehicle Solar-Thermal Model
- Solar Power Collection Model including Three-Dimensional Shadowing Effects
- Manufacturing and quality inspection processes, including, but not limited to Adhesive Bond Joining of Composite Assemblies, Fabrication of Composite Components, High Modulus Graphite Fibers from PAN Precursor, Coating of High Modulus Graphite Fibers to improve adherence
- Models and Design Analysis Tools, including, but not limited to, Materials Damage models to analyze the life of polymeric materials, Structural Analysis tools and processes to analyze and predict the strength and stiffness of composite structural components and laminates

E. Lower Tier Agreements

The Supplier will use reasonable efforts to flow down the provisions of this Article to its subcontractors. The Supplier shall include the obligations of the Supplier under this Article, suitably modified to identify the Parties, in all subcontracts or lower-tier agreements, regardless of tier, for experimental, developmental, or research work.

F. Marking of Data

1. Pursuant to paragraph B above, Technical Data delivered under this Agreement with less than Unlimited Rights shall be marked with one of the following legends (suitable changed to reflect the Supplier) as appropriate:

“Government Purpose Rights

Agreement Number: HR0011-10-9-0010

Contractor Name: The Boeing Company

Address: 8181 Aviation Drive

St. Louis, MO 63134

Expiration Date: No Expiration Date (GPR in perpetuity)

The Government’s rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted as stated in Agreement

HR0011-10-9-0001 between the Government and The Boeing Company. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. “

“Limited Rights

Agreement Number: HR0011-10-9-0010

Contractor Name: The Boeing Company

Address: 8181 Aviation Drive

St. Louis, MO 63134

The Government’s rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted as stated in Agreement

HR0011-10-9-0010 between the Government and The Boeing Company. Any reproduction of technical data or portions thereof marked with this legend must

also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.”

2. Deliverables of a proprietary non-Technical Data nature (Cost Reports/IMS and Program Management Plan

and Business/Financial Status Report) not subject to Unlimited Rights, Government Purpose Rights or Limited Rights, shall be marked with the proprietary notice customarily used by the Contractor to identify data and information that is subject to restrictions regarding disclosure and/or use. The proprietary notice shall however, also include notation of this Agreement Number "HR0011-10-9-0010".

"Boeing Proprietary
Agreement Number:
Contractor Name: The Boeing Company
Address: 8181 Aviation Drive
St. Louis, MO 63134"

3. Except for Technical Data or Administrative/Management Reports delivered under this Agreement, the parties agree that the Contractor will appropriately advise the Government regarding any limitation or restriction to Technical Data or Computer Software to which the Government may have access. Limitations and restrictions will be subject to the appropriate Contractor or third party markings and legends including a copyright notice to assure proper handling and shall bear notation to this Agreement Number "HR0011-10-9-0010".

"Boeing Proprietary
Copyright © 201X Boeing. All rights reserved.
Agreement Number:
Contractor Name: The Boeing Company
Address: 8181 Aviation Drive
St. Louis, MO 63134"

E. Disclosure to Government Support Contractors

The Parties understand and agree that Government support contractors will be collaborating during this effort. These contractors will be reviewing the results of the design activities, analyzing performance and capability claims, and providing general support to Government officials associated with any programmatic efforts associated with further development. The Supplier authorizes the Government to disclose Limited Rights Technical Data and Proprietary non-Technical Data to Government support contractors provided that prior to release or disclosure the Government confirms that such support contractors have entered into a non-disclosure agreement with the Government.

ARTICLE IX: FOREIGN ACCESS TO TECHNOLOGY

A. Definition

"Foreign Firm or Institution" means a firm or institution organized or existing under the laws of a country other than the United States, its territories, or possessions. The term includes, for purposes of this Agreement, any agency or instrumentality of a foreign government; and firms, institutions or business organizations which are owned or substantially controlled by foreign governments, firms, institutions, or individuals.

B. The Supplier will notify DARPA of its intention to export any technology developed under this Agreement prior to notification as required by the International Traffic in Arms Regulation (ITAR) of the United States Department of State ("ITAR", United States code of Federal Regulations, Title 22,

Parts 120-130, inclusive). No technology will be transferred, and no technical data, assistance or service will be furnished, to any Foreign Firm or Institution in violation of the ITAR, the Export Administration Regulations of the United States Department of Commerce (United States Code of Federal Regulations, Title 15, Parts 768-799, inclusive) or any other applicable laws or regulations of the United States.

C. Lower Tier Agreements

The Supplier shall include this Article, suitably modified, to identify the parties, in all subcontracts or lower tier Agreements, for experimental, developmental, or research work.

ARTICLE X: EXPORT CONTROL

1. The Supplier agrees to comply at all times with all U.S. export control laws and regulations, including, but not limited to, the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this Agreement. In the absence of available license exemptions or exceptions, the Supplier shall be responsible for obtaining all appropriate licenses or other approvals, including those required for exports, including deemed exports, of hardware, technical data, software, and technical assistance.
2. The Supplier agrees to obtain all necessary export licenses before utilizing any foreign persons in the performance of this Agreement, including in those instances, if any, where the work is to be performed on-site at any Government installation.
3. The Supplier shall be responsible for all regulatory record keeping requirements associated with the use of export licenses and license exemptions or exceptions.
4. The Supplier agrees to take all necessary steps to ensure that its subSuppliers comply with all applicable provisions of U.S. export control laws.

ARTICLE XX: APPLICABLE LAW

United States federal law will apply to the construction, interpretation, and resolution of any disputes arising out of or in connection with this Agreement.