

LIQUID ROBOTICS®

LIQUID ROBOTICS, INC. DATA SERVICES TERMS AND CONDITIONS

These Data Services Terms and Conditions (this "**Data Agreement**") is made and entered between Liquid Robotics® ("**Liquid Robotics**") and the entity named in the applicable Ordering Document ("**Customer**") and governs the provision and use of the Liquid Robotics Data Services and Data (each as defined below). The parties agree as follows:

1. **Definitions.**

1.1. "**Data**" means the data specified in the Ordering Document that is provided or made available to Customer in connection with the provision of Liquid Robotics Data Services, and, if applicable, includes Customer Data (defined in Section 3.1).

1.2. "**Liquid Robotics Data Services**" means the provision of Data that is acquired using Wave Gliders and other means to Liquid Robotics's customers in accordance with the terms and conditions of this Data Agreement.

1.3. "**Liquid Robotics Site**" means the URL designated by Liquid Robotics (or any successor URL thereto designated by Liquid Robotics) where Users may log in using such User's authorization credentials and access and view the Data.

1.4. "**Liquid Robotics Technology**" means the Wave Gliders, the software and any other technology or materials used by Liquid Robotics to provide the Liquid Robotics Data Services.

1.5. "**Ordering Document**" means Liquid Robotics's form of quotation or order acknowledgement specifying the specific data and data-related services ordered by Customer and the applicable fees.

1.6. "**Report**" means a written or electronic report furnished by Liquid Robotics to Customer and containing the Data, as described in the Ordering Document.

1.7. "**User**" means an authorized employee of Customer that is entitled to access and use the Data, as specified in the Ordering Document.

1.8. "**Wave Glider**" means Liquid Robotics's Wave Glider® unmanned marine vehicles.

2. **Liquid Robotics Data Services.**

2.1. **Provision of Liquid Robotics Data Services.** During the term of this Data Agreement, Liquid Robotics will provide the Liquid Robotics Data Services to Customer. As specified in the Ordering Document, Liquid Robotics will make the Data available to Customer either through the Liquid Robotics Site or through a Report. In the case where Customer is accessing the data through the Liquid Robotics Site, Liquid Robotics shall have no liability to Customer in the event that Customer is unable to access or view the Data due to Customer's network or equipment problems or disruptions or unavailability of the Internet.

2.2. **Marks.**

(a) Customer hereby grants Liquid Robotics a non-exclusive, royalty-free, revocable, license to use Customer's trade names, trademarks, service marks, logos, domain names on the Liquid Robotics Site and in Reports, as well as in presentations, marketing materials, customer lists, and

financial reports for the limited purpose of identifying Customer as a Liquid Robotics Data Services customer.

(b) Liquid Robotics hereby grants Customer a revocable authorization to identify Customer as a customer of the Liquid Robotics Data Services, provided that, when Customer does so, Customer always uses the Liquid Robotics logo provided by Liquid Robotics without any alteration.

3. Ownership and License Back.

3.1. Ownership by Customer. All Data collected at Customer's request (as described in the Ordering Document) from or through any Wave Glider ("**Customer Data**") will be owned by Customer, subject to the license in Section 3.2 and the restrictions set forth in Section 3.4 and 3.5.

3.2. License to Customer Data. Customer hereby grants to Liquid Robotics a perpetual, irrevocable, worldwide, nonexclusive, sublicensable, royalty-free, fully paid up right and license to use, reproduce, distribute, modify, and display Customer Data in an aggregated manner and without reference to Customer in connection with Liquid Robotics's provision of Liquid Robotics Data Services.

3.3. Ownership by Liquid Robotics. Any Data other than Customer Data, the Liquid Robotics Technology, and the Liquid Robotics Site, including all intellectual property rights embodied therein, are the sole and exclusive property of Liquid Robotics. To the extent that any Data other than Customer Data is provided in a Report, Liquid Robotics retains ownership of the copyright to such Report.

3.4. No Reverse Engineering. Except as expressly permitted in this Data Agreement, Customer will not reproduce, modify, attempt to reverse engineer, or prepare derivative works based upon, distribute, license, sell, rent, transfer, publicly display, publicly perform, transmit, or otherwise use the Liquid Robotics Data Services, the Data, the Liquid Robotics Site and the Reports.

3.5. Restrictions on Use of Data. Customer agrees to use the Liquid Robotics Site and the Liquid Robotics Data Services only in accordance with the terms and conditions of this Data Agreement, as well as any and all applicable laws and regulations. Customer will not:

(a) Disclose any Data (including any Customer Data) to any third party, other than distribution in aggregate form in connection with Customer's non-commercial publication of research results ("Permitted Research Publication");

(b) Permit any third party to access or use the Liquid Robotics Site, the Data (including any Customer Data) or the Liquid Robotics Data Services; provided that this shall not prohibit Customer's Permitted Research Publication, as defined above;

(c) Copy, modify, adapt, translate, or otherwise create derivative works of the Liquid Robotics Site or the Liquid Robotics Data Technology;

(d) Rent, lease, sell, assign, or otherwise transfer rights in or to the Liquid Robotics Data Services;

(e) Obtain any information or materials relating to the Liquid Robotics Data Services or the Liquid Robotics Site or through any means not intentionally made available by Liquid Robotics to Customer, or attempt to gain unauthorized access to the Liquid Robotics Data Services or the Liquid Robotics Site, or any technology, computer systems, or networks associated with the Liquid Robotics Data Services or the Liquid Robotics Site, or attempt to index, search, or crawl the Liquid Robotics Data Services or the Liquid Robotics Site with any automated process or other similar mechanism; or

(f) use the Liquid Robotics Site, the Data (including any Customer Data), or Liquid Robotics Data Services to offer or provide a product or service that competes with Liquid Robotics or any of its subsidiaries or affiliates, or to provide any product or service targeted to the oil and gas industry or used in oil and gas exploration or production.

4. **Fees and Payment.** The fees for the Data and Liquid Robotics Data Services (the "**Fees**") will be as set forth in the Ordering Document. Customer will pay the applicable Fees to Liquid Robotics within thirty (30) days after receipt of an invoice from Liquid Robotics. Liquid Robotics will invoice Customer as specified on the Ordering Document. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable law, whichever is less, determined from the date due until the date paid. Customer will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees and expenses) incurred by Liquid Robotics to collect any amount that is not paid when due. Other than federal and state net income taxes imposed on Liquid Robotics by the United States, Customer will bear all taxes, duties, and other governmental charges relating to Customer's use of Data and Liquid Robotics Data Services under this Data Agreement.

5. **Representation and Warranties.**

5.1. **Liquid Robotics Representations and Warranties.** Liquid Robotics represents and warrants to Customer that (a) it has the full legal right and power to enter into and fully perform this Data Agreement and to make the commitments it makes herein; and (b) it will comply with all US laws and regulations applicable to the Liquid Robotics Data Services.

5.2. **Customer Representations and Warranties.** Customer represents and warrants to Liquid Robotics that (a) it has the full legal right and power to enter into and fully perform this Data Agreement and to make the commitments Customer makes herein; and (b) it will comply with all laws and regulations applicable to Customer's activities under the Data Agreement.

5.3. **Disclaimer.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS SECTION 5, THE LIQUID ROBOTICS DATA SERVICES, THE LIQUID ROBOTICS SITE AND THE DATA ARE PROVIDED "AS IS", WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, LIQUID ROBOTICS EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, OR NON-INFRINGEMENT. LIQUID ROBOTICS MAKES NO WARRANTY THAT THE LIQUID ROBOTICS DATA SERVICES, THE LIQUID ROBOTICS SITE, OR THE DATA WILL (1) MEET THE REQUIREMENTS OF CUSTOMER, OR (2) BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. LIQUID ROBOTICS IS UNDER NO OBLIGATION TO RETAIN ANY DATA AND LIQUID ROBOTICS WILL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES RESULTING FROM THE USE OF THE DATA OR LIQUID ROBOTICS DATA SERVICES. LIQUID ROBOTICS MAKES NO WARRANTY REGARDING THE QUALITY OF THE LIQUID ROBOTICS DATA SERVICES, THE LIQUID ROBOTICS SITE, OR THE DATA, OR THE ACCURACY, TIMELINESS, COMPLETENESS, OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE LIQUID ROBOTICS DATA SERVICES, THE LIQUID ROBOTICS SITE, OR THE DATA. NO INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM LIQUID ROBOTICS OR THROUGH THE LIQUID ROBOTICS DATA SERVICES, THE LIQUID ROBOTICS SITE, OR THE DATA WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. SOME JURISDICTIONS DO NOT ALLOW EXCLUSION OF CERTAIN WARRANTIES SO THIS DISCLAIMER MAY NOT APPLY TO CUSTOMER IN FULL.

6. **Indemnification.**

6.1. By Liquid Robotics. Liquid Robotics agrees to defend, indemnify, and hold Customer, its subsidiaries, and affiliates, and their respective directors, officers, shareholders, and employees (the "**Customer Indemnified Parties**"), harmless from any expenses, costs, judgments, damages, loss, liability, claim, or demand (including but not limited to any reasonable attorneys' and experts' fees and expenses) ("**Claim**") arising out of (a) the breach by Liquid Robotics of the representations in Section 5.1, except to the extent such claims arise from Customer's breach of the terms of this Data Agreement; (b) any third party claim that the Liquid Robotics Data Services or the Liquid Robotics Technology infringes, misappropriates or violates any third party intellectual property rights. Liquid Robotics's obligation to indemnify the Customer Indemnified Parties is conditioned on: (i) the Customer Indemnified Parties promptly informing and furnishing Liquid Robotics with a copy of each communication, notice or other action relating to the Claim, (ii) the Customer Indemnified Parties allowing Liquid Robotics to assume full control of the defense and settlement of the Claim, and (iii) the Customer Indemnified Parties assisting and cooperating with Liquid Robotics in connection with the defense and settlement of the Claim. Liquid Robotics will have no obligation or liability under clause 6.1(b) above if the infringement results from any Customization (defined below) or any combination with, addition to, or modification of the Liquid Robotics Data Services, the Data, or the Liquid Robotics Technology, or from any breach by Customer of this Data Agreement. If the Liquid Robotics Data Services becomes, or, in Liquid Robotics's opinion are likely to become, the subject of such claim of infringement, Liquid Robotics may, at its option and expense, procure rights for Customer to continue using the Liquid Robotics Data Services, replace or modify the same so that it performs substantially similar functions but does not infringe, or terminate this Data Agreement and refund to Customer a pro rata portion of any pre-paid Fees for the remainder the then-current term of this Data Agreement.

6.2. By Customer. Customer agrees to defend (if Liquid Robotics so requests), indemnify, and hold Liquid Robotics, its subsidiaries, and affiliates, and their respective directors, officers, shareholders, and employees (the "**Liquid Robotics Indemnified Parties**"), harmless from any Claim arising out of any one or more of the following: (a) any breach by Customer of Sections 3.4 or 3.5 and/or the representations made in Section 5.2; (b) any claims from third parties arising from Customer's use of the Data (unless Liquid Robotics has a duty to indemnify Customer pursuant to Section 6.1(b)); (c) a third party claim that a Customization infringes, misappropriates or violates the intellectual property rights of that third party; (d) an Liquid Robotics Indemnified Party's use of any Customization; or (e) Customer's possession or control of a Wave Glider. Customer's obligation to indemnify the Liquid Robotics Indemnified Parties is conditioned on: (i) Liquid Robotics Indemnified Parties promptly informing and furnishing Customer with a copy of each communication, notice or other action relating to the Claim, (ii) the Liquid Robotics Indemnified Parties allowing Customer to assume full control of the defense and settlement of the Claim, and (iii) the Liquid Robotics Indemnified Parties assisting and cooperating with Customer in connection with the defense and settlement of the Claim. If Customer is the U.S. federal government, this Section 6.2 shall not apply to the extent such application would violate the United States Anti-Deficiency Act.

7. Limitations of Liability. EXCEPT WITH REGARDS TO (I) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 6 AND CONFIDENTIALITY OBLIGATIONS UNDER SECTION 8, AND (II) CUSTOMER'S BREACH OF SECTION 3, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFIT DAMAGES ARISING FROM CUSTOMER'S USE OF THE LIQUID ROBOTICS DATA SERVICES. THIS PARAGRAPH WILL APPLY REGARDLESS OF THE FAILURE OF THE EXCLUSIVE REMEDY PROVIDED IN THE FOLLOWING PARAGRAPH.

EXCEPT WITH REGARDS TO (I) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS

UNDER SECTION 6 AND CONFIDENTIALITY OBLIGATIONS UNDER SECTION 8, (II) CUSTOMER'S BREACH OF SECTION 3, AND (III) CUSTOMER'S PAYMENT OBLIGATIONS UNDER SECTION 4, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY FOR ANY AND ALL DAMAGES WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE FEES PAID BY CUSTOMER TO LIQUID ROBOTICS IN THE SIX (6) MONTH-PERIOD PRIOR TO THE EVENT THAT GAVE RISE TO SUCH LIABILITY.

8. Confidentiality.

8.1. Definition. "Confidential Information" means any proprietary or confidential information that Liquid Robotics may disclose to Customer in the course providing the Liquid Robotics Data Services, including, without limitation, software, specifications, inventions, know-how, methods, processes, concepts, techniques, budgets, data or other technical or business information. Liquid Robotics's Confidential Information shall be deemed to include any information related to the Liquid Robotics Data Services, the Data itself and the Liquid Robotics Technology. Notwithstanding the above, Confidential Information does not include information that: (a) is or becomes generally known to the public through no fault of or breach of this Data Agreement by Customer; (b) is rightfully known by Customer at the time of disclosure without an obligation of confidentiality; (c) is independently developed by Customer without use of the disclosing party's Confidential Information or the Liquid Robotics Data Services; or (d) Customer rightfully obtains from a third party without restriction on use or disclosure.

8.2. Use and Disclosure Restrictions. Customer will not use or disclose Liquid Robotics Confidential Information except as expressly permitted by this Data Agreement. Notwithstanding the foregoing, Customer may disclose Liquid Robotics Confidential Information to Customer's employees and subcontractors that need to know such Confidential Information for the purpose of performing this Data Agreement, provided that each such employee and subcontractor is subject to a written agreement that includes binding use and disclosure restrictions that are at least as protective as those set forth herein. Customer will use all reasonable efforts to maintain the confidentiality of all Liquid Robotics Confidential Information in its possession or control, but in no event less than the efforts that Customer ordinarily uses with respect to its own proprietary information of similar nature or importance.

9. Modification or Discontinuation.

Liquid Robotics shall have the right to change the content, format or frequency of the Liquid Robotics Data Services, provided that such changes are limited to those that Liquid Robotics makes to the Liquid Robotics Data Services as generally provided to Liquid Robotics's other customers. Liquid Robotics will use commercially reasonable efforts to furnish Customer with no less than thirty (30) days prior written notice of any material changes that Liquid Robotics makes to the content, format or frequency of the Liquid Robotics Data Services. In the event the changes made by Liquid Robotics to the Liquid Robotics Data Services materially reduce the level or quality of the Liquid Robotics Data Service provided to Customer, then, as Customer's sole and exclusive remedy and Liquid Robotics's sole liability, Customer will have the right to terminate this Data Agreement and Liquid Robotics will refund to Customer a pro rata portion of any pre-paid Fees for the remainder the then-current term of this Data Agreement.

10. Delivery of Wave Gliders; Customizations.

10.1. Customizations. Customer shall have no right to make any additions, changes, modifications or enhancements to a Wave Glider ("**Customizations**") unless specifically authorized by Liquid Robotics in the Ordering Document. If Liquid Robotics authorizes Customer to make any Customizations, Liquid Robotics will use commercially reasonable efforts to deliver the Wave Glider to Customer by the date specified in the Ordering Document. Customer will pay for the cost of packing

and shipping the Wave Glider to Customer and returning the Wave Glider to Liquid Robotics. Risk of loss or damage will pass to Customer upon Liquid Robotics's delivery of the Wave Glider to the carrier.

10.2. Ownership of Customizations. If Customer is authorized to make any Customization, such Customizations will be the sole and exclusive property of Liquid Robotics. Customer hereby transfers, assigns and conveys to Liquid Robotics any and all right, title and interest in and to such Customizations and agrees to provide Liquid Robotics any designs it prepares for such Customizations. Customer acknowledges and agrees that Liquid Robotics may continue to use any Customization to provide Liquid Robotics Data Services to other customers both during and after the term of this Data Agreement. Accordingly, to the extent that Customer owns or controls any intellectual property rights embodied in such Customizations, Customer hereby grants to Liquid Robotics, its subsidiaries and its affiliates a non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up, fully sublicensable right and license under Customer's intellectual property rights to fully use and otherwise exploit the Customization in connection with providing Liquid Robotics Data Services.

10.3. Wave Glider Requirements and Restrictions. While any Wave Glider is in Customer's possession, Customer agrees to and shall do the following:

(a) Customer may not sell, rent, lease, transfer or otherwise dispose of the Wave Glider, and may solely use the Wave Glider for the purpose of installing approved Customizations and not for any other purpose. Customer shall not permit any third party to obtain control or possession of the Wave Glider entrusted to Customer by Liquid Robotics.

(b) Customer will keep the Wave Glider free and clear of all liens, adverse claims and encumbrances, and shall not pledge or grant a security interest in the Wave Glider.

(c) Customer shall, at its expense, pack and return the Wave Glider to Liquid Robotics by the date specified in the Ordering Document or otherwise mutually agreed in writing. If this Data Agreement is terminated prior to such specified return date, Customer shall, at its expense, immediately pack and return the Wave Glider to Liquid Robotics. Customer shall return the Wave Glider to Liquid Robotics in the same condition as the Wave Glider was received, except for the addition of any authorized Customization.

(d) Customer will be liable for any and all damage to the Wave Glider or otherwise that is caused by the Customizations and will be liable to Liquid Robotics for any such damages incurred by Liquid Robotics. While the Wave Glider is in Customer's possession or control, Customer is responsible for and will bear all risks of loss or damage ("**Loss or Damage**") to the Wave Glider from every cause, including without limitation, casualty, theft, governmental taking, acts of God, fires, explosions, accidents, wars, riots, labor disputes and strikes. In the event of any Loss or Damage, Customer shall reimburse Liquid Robotics for the cost Liquid Robotics incurs to replace or repair the damaged or destroyed Wave Glider.

(e) Customer will inspect and maintain the Wave Glider in accordance with maintenance guidelines provided by Liquid Robotics.

(f) Any equipment (such as additional sensors) that Customer adds to a Wave Glider is appurtenant equipment and shall remain the Customer's property.

10.4. No Liquid Robotics Liability for Customizations. IN NO EVENT WILL LIQUID ROBOTICS HAVE ANY LIABILITY, AND LIQUID ROBOTICS DISCLAIMS ANY LIABILITY, RESULTING FROM OR RELATING TO THE CUSTOMIZATIONS.

11. Term and Termination.

11.1. Term. The term of this Data Agreement will be defined within the applicable Ordering Document.

11.2. Suspension. If Customer is in breach or default of any obligation under this Data Agreement, Liquid Robotics may, suspend or terminate Customer's access to the Liquid Robotics Data Services or the Liquid Robotics Site at any time without notice.

11.3. Termination. Either party may terminate this Data Agreement if the other party breaches any material term of this Data Agreement and fails to cure such breach within thirty (30) days after receipt of written notice thereof. Upon termination, all licenses and other rights granted to Customer under this Data Agreement will immediately cease. Liquid Robotics will not be liable to Customer or any third party for termination of this Data Agreement or termination or suspension of Customer's use of the Liquid Robotics Data Services. Sections 1, 3, 4, 5.3, 6, 7, 8, 10, 11.3 and 12 will survive termination of this Data Agreement.

12. General.

12.1. Relationship. This Data Agreement will not be interpreted or construed as (a) creating or evidencing any association, joint venture, partnership, or franchise between the parties; (b) imposing any partnership or franchise obligation or liability on either party; or (c) prohibiting or restricting either party from collecting, licensing, or otherwise dealing in data or information from any third party.

12.2. Entities. For Products and Software sold in the United States, "Liquid Robotics" is either Liquid Robotics, Inc., or Liquid Robotics Federal, Inc., each a Delaware corporation. For Products and Software sold outside the United States, "Liquid Robotics" is Liquid Robotics International, L.P., a British Virgin Island limited partnership.

12.3. Assignability. Customer will have no right to assign this Data Agreement, in whole or in part, by operation of law or otherwise, without Liquid Robotics's express prior written consent. Any attempt to assign this Data Agreement, without such consent, will be null and of no effect. Subject to the foregoing, this Data Agreement will bind and inure to the benefit of each party's successors and permitted assigns.

12.4. Notices. Any notice under this Data Agreement will be effective if in writing and sent by facsimile, certified or registered mail, or insured courier, return receipt requested, to a party at its address or fax number specified in the Ordering Document. Each party may update its address or fax number by notice to the other party in accordance with this Section.

12.5. Force Majeure. Except for a party's obligation to pay amounts owed, neither party will be liable for, or be considered in breach of or default under this Data Agreement on account of, any delay or failure to perform as required by this Data Agreement as a result of any cause or condition beyond its reasonable control (including, without limitation, the other party's act or failure to act).

12.6. Governing Law. THIS DATA AGREEMENT AND ANY DISPUTE RELATING TO THIS DATA AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE UNITED STATES AND THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO U.S. OR CALIFORNIA CHOICE OF LAW RULES. CUSTOMER AND LIQUID ROBOTICS AGREE AND CONSENT THAT JURISDICTION, PROPER VENUE, AND THE MOST CONVENIENT FORUMS FOR ALL CLAIMS, ACTIONS, AND PROCEEDINGS OF ANY KIND RELATING TO LIQUID ROBOTICS OR THE MATTERS IN THIS DATA AGREEMENT WILL BE EXCLUSIVELY IN COURTS LOCATED IN SAN FRANCISCO, CALIFORNIA.

12.7. Waiver. Any waiver by either party of any violation of any provision of this Data Agreement will not be deemed to waive any further or future violation of the same or any other provision.

12.8. Severability. If any part or provision of this Data Agreement is held to be unenforceable for any purpose, including but not limited to public policy grounds, then Customer and Liquid Robotics agree that the remainder of the Agreement will be fully enforceable as if the unenforceable part or provision never existed.

12.9. Entire Agreement. This Data Agreement constitutes the entire Agreement between the parties with respect to the use of the Liquid Robotics Data Services and the Data and supersedes all previous and contemporaneous agreements, proposals and communications, written or oral between Liquid Robotics and Customer. In case of inconsistencies between this Data Agreement and the Ordering Document, the terms of this Data Agreement will prevail.

12.10. Software. All Software and any related documentation are “commercial items” as that term is defined in FAR 2.101, consisting of “commercial computer software” and “commercial computer software documentation,” respectively, as such terms are used in FAR 12.212 and DFARS 227.7202. To the extent that the Products are being acquired by or on behalf of the U.S. Government then, as provided in FAR 12.212 and DFARS 227.7202-1 through 227.7202-4, as applicable, the U.S. Government’s rights in the software and any related documentation will be only those specified in this Data Agreement.