

## REMARK H600\_SY

Date: August 1<sup>st</sup> 2025

### **REMARK H600\_SY: ENGINEERING MANUFACTURING AND DEVELOPMENT AND LOW RATE INITIAL PRODUCTION OTHER THAN COMMERCIAL COMPUTER SOFTWARE**

The Government shall have the following rights for Other than Commercial Computer Software delivered to the Government with Restricted Rights during the Engineering and Manufacturing Development (EMD) and Low Rate Initial Production effort:

#### (a) Definitions

1 "Computer software" shall have the meaning as defined in DFARS Clause 252.227-7014 and shall also include (to the extent not otherwise provided) scripts, tests, data, object code, executables, and documentation required to use the product for program purposes.

2 "Other than Commercial Computer Software," "Commercial Computer Software," "Unlimited Rights," "Government Purpose Rights," "Restricted Rights," "developed," "developed exclusively at private expense," "developed exclusively with government funds," and "developed with mixed funding" shall have the meanings provided in DFARS Clause 252.227-7014.

3 "Segments" includes all system segments.

4 "Use" covers actions such as modify, reproduce, execute, display, or disclose the computer software within the Government for program purposes. For the duration of this license, the computer software may be used to plan, develop, build, integrate, test, deploy, operate, and sustain across all Systems.

#### (b) Application

1 The subject Clause is only applicable to Other than Commercial Computer Software developed exclusively at private expense.

#### (c) Exclusions

1 The subject Clause does not apply to Other than Commercial Computer Software that was developed with mixed funding or developed exclusively with government funds.

2 The subject Clause does not apply to Other than Commercial Computer Software in which the Government is entitled to Unlimited Rights.

3 The subject Clause does not apply to Other than Commercial Computer Software in which the Government is entitled to Government Purpose Rights.

## REMARK H600\_SY

Date: August 1<sup>st</sup> 2025

4?The subject Clause does not apply to Commercial Computer Software?

5?The subject Clause does not apply to Other than Commercial Computer Software that is open source, non-proprietary (i.e., interfaces or Application Programmer Interfaces)?

### (d) License

1?In addition to the rights granted to the Government in a Restricted Rights license or other license(s) provided under this contract, the Seller grants or shall obtain for the Government a limited-period, royalty free, nonexclusive, irrevocable license to use, execute, modify, reproduce, perform, or display Other than Commercial Computer Software delivered to the Government with Restricted Rights within the Government and to Covered Government Support Contractors under the limitations described at DFARS Clause 252?227-7013(b)(3)(iii) for program purposes?

2?Other than Commercial Computer Software subject to this Clause may be used by the Government to plan, develop, build, integrate, test, deploy, operate, and sustain all Systems?

3?The Government shall not use Other than Commercial Computer Software subject to this Clause for any other system and shall not disclose outside the Government and covered Government Support Contractors?

4?The Government's rights under this Clause shall remain in effect throughout the EMD delivery period and terminate thereafter?

5?This Clause shall apply to all Other than Commercial Computer Software updates (e.g., bug fixes) and upgrades (e.g., new features) that the Seller develops exclusively at private expense or through other contract vehicles during the period of the Government's license?

6?This Clause shall equally apply to all Other than Commercial Computer Software delivered or otherwise provided by subcontractors and suppliers at any tier?All subcontractors and suppliers shall justify the rights asserted in Other than Commercial Computer Software in accordance with DFARS 252?227-7014 and 252?227-7017?