

REMARK H300_SY**Date: August 1st 2025****REMARK_H300_SY: DELIVERY AND LICENSE RIGHTS FOR TECHNICAL DATA
NECESSARY FOR OPERATION, MAINTENANCE, INSTALLATION AND TRAINING (OMIT)**

(a) Definitions.

"OMIT Data" is defined for the purposes of this contract as all technical data, computer databases, and detailed manufacturing or process data (DMPD) pertaining to the Engineering, Manufacturing, and Development (EMD) contract that is required to successfully conduct all operation, maintenance, installation, and training activities, regardless of whether such activities are performed by military, civilian, or contract personnel.

"Operation" includes all procedures, guidance, and instructions for operating, handling, testing, emergency, utilization, familiarization, and functional use of the System to perform their intended functions. Data necessary for operation also includes all data to identify, catalog, stock, source, acquire, procure, replenish, package, handle, store, and transport of the System, its subsystems, assemblies, subassemblies, components, subcomponents, parts, and pieces.

"Maintenance" includes all scheduled and unscheduled organizational, intermediate, and depot-level maintenance and repair capabilities to maintain, inspect, test, service, adjust, troubleshoot, analyze, remove, replace, repair, install, disassemble, reassemble, and overhaul to maintain in, or restore to, a serviceable condition the System; and its subsystems, assemblies, subassemblies, components, subcomponents, parts, and pieces. Maintenance includes sustainment of the OMIT Data itself.

"Organization Level Maintenance" includes:

- Inspect, service, lubricate, and handle.
- Troubleshoot and repair unscheduled and scheduled maintenance for on-equipment failures.
- Remove, replace and install line-replaceable units, line-replaceable modules and other parts, minor assemblies, and subassemblies.
- Load software, cryptographic keys, munitions, and other mission-required items

"Intermediate Level Maintenance" includes:

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- Calibrate, analyze, test, repair, or replace damaged or unserviceable shop-replaceable units, parts, components, or assemblies
- Manufacture, fabricate non-available parts
- Technical assistance for organizational-level
- Remove, disassemble, inspect, repair, treat, reassemble, install, test, and modify components

"Depot Level Maintenance" includes:

- Installation, inspection, localization, isolation, disassembly, interchange, repair, reassembly, alignment, checkout; and
- Maintenance performed, including modification, testing and reclamation on material requiring repair, major overhaul, or complete rebuild of parts, assemblies, subassemblies, and end items;
- Software maintenance; and
- Maintenance performed to maintain cyber security.

"Installation" includes the installation of all mission and support equipment necessary for the System. Installation encompasses everything necessary for the hardware and software installation and standup of the System, to include all subsystems, assemblies, subassemblies, components, parts, and pieces. It also includes infrastructure such as facility planning, site surveys, maintenance facilities, supply chain management, test cells, test stands and benches, tools, SE, communications, data links, security, data information technology, and all other data and planning necessary for the initial standup and continued operations, training, sustainment, and maintenance at all applicable sites, as defined by the government; as well as organizational, intermediate, and depot-level maintenance requirements in support of the System; and its subsystems, assemblies, subassemblies, components, subcomponents, parts, and pieces.

"Training" includes Type 1 training (IAW SSOW) and all other formal and informal classroom, simulation, ground operation, and supervised and unsupervised instruction in the operation of, use of, testing of, supply chain management of, and the organizational, intermediate, and depot-level maintenance of the System; and its subsystems, assemblies, subassemblies, components, parts, and pieces.

Other terms used herein, that are defined DFARS 252.227-7013, DFARS 252.227-7014, and DFARS 252.227-7015, have the same meaning as set forth in those clauses.

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(b) License Rights. The Seller hereby grants or shall obtain for the Government unlimited rights in all technical data, computer databases, and graphics necessary for OMIT (other than detailed manufacturing or process data (DMPD)). Any exceptions to this grant for unlimited rights shall be identified and asserted as a restriction in the Data Assertions Table, and shall include any assertions.

(c) Technical Data. The Seller's obligations in this special contract requirement shall apply to all technical data developed, delivered, or otherwise provided by subcontractors and suppliers at any tier; regardless of whether the OMIT Data is, or relates to, commercial items or other than commercial items. The Seller shall include these requirements in its subcontracts or other contractual or legal instruments with its subcontractors and suppliers at any tier. The Seller shall ensure all subcontractors and suppliers at any tier replicate this clause.

(d) Validation of Asserted Restrictions and Restrictive Markings. Nothing in this special contract requirement limits or otherwise affects the parties' rights or obligations specified in DFARS 252.227- 7019 or 252.227-7037. The Contracting Officer and Buyer reserve the right to validate any asserted restriction or restrictive marking, at a later date, in accordance with the procedures of these clauses.