# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE 1 OF 11 |
|---|---|
| V | |

| 2. AMENDMENT/MODIFICATION NUMBER | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQUISITION NUMBER | 5. PROJECT NUMBER *(if applicable)* |
|---|---|---|---|
| 0006 | 07 Oct 2026 | | |

| 6. ISSUED BY | CODE | FA8105 | 7. ADMINISTERED BY *(if other than Item 6)* | CODE |
|---|---|---|---|---|
| FA8105 AFLCMC WKK<br>CP 405 736 4908, 3001 STAFF DR STE 2AI 85A<br>TINKER AFB, OK 73145-3303<br>UNITED STATES<br>CATINA BAKER, Email: catina.baker@us.af.mil Telephone: 4057367502<br>BRANDI SHELDEN, Email: brandi.shelden@us.af.mil Telephone: 405-734-1798 | | | SCD: PAS: | |

| 8. NAME AND ADDRESS OF CONTRACTOR *(Number, street, county, State and ZIP Code)* | | |
|---|---|---|
| | ☒ | 9A. AMENDMENT OF SOLICITATION NUMBER<br>FA810526RB001 |
| | | 9B. DATED *(SEE ITEM 11)*<br>10 Jul 2026 |
| | ☐ | 10A. MODIFICATION OF CONTRACT/ORDER NUMBER |
| | | 10B. DATED *(SEE ITEM 13)* |
| CODE: | FACILITY CODE: | |

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☒ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing items 8 and 15, and returning _1_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;
or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(if required)*
See Section G - Contract Administration Data

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.**

| CHECK ONE | |
|---|---|
| ☐ | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A. |
| ☐ | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| ☐ | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| ☐ | D. OTHER (Specify type of modification and authority) |

**E. IMPORTANT:** Contractor ☐ is not ☐ is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*
See Schedule

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

| 15A. NAME AND TITLE OF SIGNER (Type or print) | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br>Brandi Shelden | |
|---|---|---|---|
| 15B. CONTRACTOR/OFFEROR<br><br>(Signature of person authorized to sign) | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA<br>Brandi Shelden<br>(Signature of Contracting Officer) | 16C. DATE SIGNED<br>07 Oct 2026 |

## SF 30 BLOCK 14 CONTINUATION PAGE

# SUMMARY OF CHANGES

**Block 14 (Description of Amendment/Modification):** The purpose of this modification is to correct a clerical error in solicitation amendment 05, update verbiage in H001 - DELIVERY AND LICENSE RIGHTS FOR TECHNICAL DATA NECESSARY FOR OPERATION, MAINTENANCE, INSTALLATION, TRAINING AND TESTING (OMITT) and update ATTACHMENT 3A - EXCEL PRICING WORKBOOK - PRIME - UPDATED5(P), ATTACHMENT 3B - EXCEL PRICING WORKBOOK - SUB UPDATED3(P).

FIRST: Paragraph a(1) of clause H001 - DELIVERY AND LICENSE RIGHTS FOR TECHNICAL DATA NECESSARY FOR OPERATION, MAINTENANCE, INSTALLATION, TRAINING AND TESTING (OMITT) is hereby revised to further define the Required Data definition.

SECOND: A typographical error was found in solicitation amendment FA810526RB0010005 provision "FIFTH" and is hereby corrected as follows:

FROM: Solicitation Attachment 1. (CUI) KC-135 CCR Revision 2 Statement of Work (SOW) 1 Oct 2026, Sections 13.5 and 13.4 were revised to address changes to warranty and training paragraphs.

TO: Solicitation Attachment 1. (CUI) KC-135 CCR Revision 2 Statement of Work (SOW) 1 Oct 2026, Sections 13.5 and 13.14 were revised to address changes to warranty and training paragraphs.

THIRD: ATTACHMENT 3A - EXCEL PRICING WORKBOOK - PRIME - UPDATED5(P), ATTACHMENT 3B - EXCEL PRICING WORKBOOK - SUB UPDATED3(P) are hereby updated and attached to allow for font and color changes to the CPIF CLIN Task tabs.

FOURTH: All other terms and conditions remain unchanged and in full force and effect.

## Section A - Solicitation/Contract Form

**The following modifications were made:**

| Information | From | To |
|---|---|---|
| Solicitation Number | FA810526RB0010005 | FA810526RB0010006 |

## Section H - Special Contract Requirements

**Header Miscellaneous Text (Modified):**

**LCMC/WLK - H001 - DELIVERY AND LICENSE RIGHTS FOR TECHNICAL DATA NECESSARY FOR OPERATION, MAINTENANCE, INSTALLATION, TRAINING AND TESTING (OMITT)**

**a. Definitions.** As used in this special contract requirement and associated CLINs:

1. **"Required Data"** includes all commercial and other than commercial technical data (including Detailed Manufacturing or Process Data [DMPD] as defined at R-DFARS 252.227-7989), development tools (including compilers), computer software (including source code, executable code, scripts, and libraries), computer software documentation, computer databases, and graphics developed, generated, or delivered under this contract pertaining to the **Center Console Refresh (CCR)** program, subject to the delivery format and license limitations set forth in paragraphs b and c below. This includes all such data necessary to conduct, support, or verify Operation, Maintenance, Installation, Testing, or Training (OMITT) activities, regardless of whether those activities are performed by Government, military, civilian, or third-party contract personnel.

2. **"Operation"** includes all procedures, guidance, and instructions for ground and inflight operating, handling, testing, utilization of, familiarization of, emergency use of, and functional use of the CCR program--**including, but not limited to**, the Fuel System, Flight Display System, Flight Computer, Autothrottles, Kits, Support Equipment (SE), Aircrew Training Devices (ATDs), Testing, and Ground Training Devices (GTDs)--to perform their intended functions. Operation also includes identifying, cataloging, stocking, sourcing, acquiring, procuring, replenishing, packaging, handling, storing, and transporting any CCR system and their subsystems, assemblies, subassemblies, components, parts, and pieces.

3. **"Maintenance"** includes all capabilities to maintain, sustain, inspect, test, service, adjust, troubleshoot, analyze, remove, replace, repair, install, disassemble, reassemble, or overhaul (to maintain in, or restore to, a serviceable condition) any CCR Program system. Maintenance includes Depot-Level Maintenance, Organizational-Level Maintenance, and sustainment of the Required Data itself.

4. **"Installation"** includes all technical data, planning data, engineering drawings, configuration files, and documentation used in the initial standup, configuration, and continued sustainment of operational sites, maintenance facilities, test cells, test stands and benches, tools, support equipment, communications, data links, security, and supply chain management in support of the **CCR program.**

5. **"Training"** includes all technical data, computer software, and documentation used for formal and informal classroom, simulation, and supervised or unsupervised instruction in the operation, use, testing, supply chain management, or maintenance of the **CCR program.**

6. **"Testing"** includes all formal and informal test events conducted either by contractor or Air Force personnel. Types of testing include, but are not limited to: Qualification Testing, Software Testing, Sub-system Testing, System Integration Lab Testing, Automated Testing, Regression Testing, Developmental Testing, Integration Testing, Engineering Checkouts, Ground Testing, Flight Testing, and Operational Testing.

7. **"Depot-Level Maintenance"** includes:

(a) installation, inspection, localization, isolation, disassembly, interchange, repair, reassembly, alignment, checkout;

(b) maintenance performed, including modification, testing and reclamation, on material requiring repair, major overhaul, or complete rebuild of parts, assemblies, subassemblies, and end items;
(c) software maintenance;
(d) interim contractor support or contractor logistics support (or any similar contractor support), to the extent that such support is for the performance of services described above; and
(e) maintenance performed for continuous mission performance.

*Depot-Level Maintenance does not include the manufacture of new items but may include the overhaul or refurbishment of existing items.*

8. **"Organizational-Level Maintenance"** is on-equipment maintenance exclusively performed in the field, on the flight line, or at the equipment site. "Organizational-Level Maintenance" includes: inspection, service, lubrication, adjustment, calibration, preventive maintenance, limited repair, or replacement of equipment, as well as the replacement of parts, minor assemblies, and subassemblies.

9. **"Software Maintenance"** includes all activities required to sustain the operational utility of the computer software throughout its lifecycle. This includes decompiling, analyzing, modifying, updating, and recompiling source code to: (i) correct errors, bugs, or defects; (ii) implement cybersecurity patches and vulnerability remediations; and (iii) adapt the software to interface with modified hardware, operating systems, or external systems.

10. Other terms used in this special contract requirement that are defined in the following clauses have the same meaning in this clause as set forth in those clauses: R-DFARS 252.227-7989 and R-DFARS 252.227-7990.

**b. Delivery Requirements.** Pursuant to **CLINs 0004 and 0017** and the provisions of R-DFARS 252.227-7995 (DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (DEVIATION 2026-O0036), the Contractor shall deliver all Required Data.

1. **General.** The Contractor shall deliver Required Data having suitable characteristics (e.g., content, format, and delivery medium) to support OMITT activities, including:

(a) No less information or detail than industry standards, nor less than the Contractor typically requires or uses to perform such OMITT activities; and
(b) Additional information or detail necessary for military purposes related to OMITT activities.

2. **Maintenance Technical Data and Computer Software.** Required Data must comprise a complete package of all technical data and computer software for enabling Maintenance of the CCR Program without exception. This includes technical data and computer software used in the installation, deinstallation, disassembly, and reassembly, at the lowest practicable segregable level. Examples of technical data and computer software needed to perform Maintenance include, but are not limited to:

(a) Detailed technical data and information regarding all systems;
(b) Depot-Level, Intermediate-Level, and Organizational-Level Maintenance technical data and information regarding all systems, subsystems, and components;
(c) Interface Control Documents (ICDs);
(d) Computer software source code necessary to perform Depot-Level or Organizational-Level Maintenance of computer programs and scripts;
(e) Computer software libraries used by source code necessary to perform Depot-Level or Organizational-Level Maintenance;
(f) Computer software compilers and computer software tools necessary to perform Depot-Level or Organizational-Level Maintenance; and
(g) Computer software and computer software documentation necessary to perform Depot-Level or Organizational-Level Maintenance.

**c. License Rights.**

1. **Standard DFARS Rights.** Pursuant to the contract clauses governing rights in technical data and computer software (R-DFARS 252.227-7989 and 252.227-7990) the Government is granted Unlimited Rights in technical data required for OMITT activities (other than DMPD) and all computer software documentation.

2. **Government Purpose Rights (GPR) Compromise.** For purposes of this contract, the Government agrees to accept Government Purpose Rights (GPR), as defined in R-DFARS 252.227-7989, in **Required Data**, *excluding* the following:

(a) Commercial computer software;
(b) Non-commercial computer software developed exclusively at private expense; and
(c) DMPD developed exclusively at private expense.

3. **Commercial Computer Software.** Required Data that is commercial computer software shall be delivered subject to a commercial license that meets the minimum requirements set forth in **LCMC/WLK - H003 - COMMERCIAL COMPUTER SOFTWARE LICENSE.**

4. **Privately Developed Data/Software.** Any Required Data, other than commercial computer software or DMPD, that was developed exclusively at private expense shall be delivered subject to the default restrictive rights (Limited Rights or Restricted Rights) in accordance with R-DFARS 252.227-7989 or R-DFARS 252.227-7990. The Contractor shall identify and assert its proposed category of license rights for such data in accordance with standard DFARS assertion procedures prior to delivery.

**d. Technical Data and Computer Software of Subcontractors and Suppliers.** The Contractor's obligations in this special contract clause shall apply to all Required Data, including all Required Data developed, delivered, or otherwise provided by subcontractors or suppliers at any tier, and regardless of whether the Required Data is or relates to commercial items or other than commercial items. The Contractor shall include these requirements in its subcontracts or other contractual or legal instruments with its subcontractors or suppliers at any tier.

**e. Validation of Asserted Restrictions and Restrictive Markings.** Nothing in this special contract requirement limits or otherwise affects the parties' rights or obligations specified in R-DFARS 252.227-7997. The Contracting Officer reserves the right to validate any asserted restriction or restrictive marking, at a later date, in accordance with the procedures of these clauses.

**LCMC/WLK - H002 - IDENTIFICATION AND ASSERTION OF RESTRICTIONS ON TECHNICAL DATA AND COMPUTER SOFTWARE**

**a. Definitions.** Terms used in this Special Contract Requirement (SCR) that are defined in the following clauses and SCR have the same meaning as set forth in those clauses:

1. R-DFARS 252.227-7989;

2. R-DFARS 252.227-7990;

3. R-DFARS 252.227-7992; or

4. R-DFARS 252.252.227-7993;

5. H001 Delivery and License Rights For Technical Data Necessary For Operation, Maintenance, Installation and Testing (OMITT)

b. Identification and Assertion of Restrictions. The contractor shall not deliver or otherwise provide to the Government any technical data or computer software with restrictive markings (or otherwise subject to restrictions on access, use, modification, reproduction, release, performance, display, or disclosure) unless the technical data or computer software has been identified in accordance with the following requirements:

1. Pre-Award Identification and Assertion. In Attachment 6 - CCR Revision 2 Data Rights Assertion Matrix, the contractor (including its subcontractors or suppliers, or potential subcontractors or suppliers, at any tier) identified all technical data and computer software that it proposed to be delivered or otherwise provided with less than the rights identified in the same document

-Attachment 6 - CCR Revision 2 Data Rights Assertion Matrix as follows:

(a) Noncommercial Technologies. Noncommercial technical data and noncommercial computer software was identified pursuant to R-DFARS 252.227-7992.

(b) Commercial Technologies. The contractor also identified and asserted any restrictions for all commercial computer software and commercial technical data (i.e., technical data pertaining to a commercial item) by providing the same

types of information at the lowest practicable segregable level, using a similar format, and following the same procedures and requirements as specified at R-DFARS 252.227-7992.

2. Post-Award Updates to the Pre-Award Identification and Assertions. Except as provided in this paragraph the contractor (including its subcontractors or suppliers at any tier) shall not supplement or revise the pre-award Identification and Assertions Attachment 6 - CCR Revision 2 Data Rights Assertion Matrix after contract award.

(a) Noncommercial Technologies. Post-award identification and assertion of restrictions on noncommercial technical data and noncommercial computer software are governed by paragraph (e) of R-DFARS 252.227-7989 respectively.

(b) Commercial Technologies. The contractor may supplement or revise its pre-award identification and assertion of restrictions on commercial computer software and commercial technical data only if such an expansion or revision

would be permitted for noncommercial computer software or noncommercial technical data pursuant to paragraph b.2.A of this clause (i.e. based on new information, or inadvertent omissions that would not have materially affected

source selection).

(c) Upon request by the Contracting Officer, the contractor shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertions, such as existing documentation supporting and claim of commerciality.

**c.** Specific Identification of Technical Data and Computer Software. When identifying and asserting restrictions on technical data and computer software pursuant to paragraph (b) of this clause, the contractor shall--

1. Ensure that the technical data and computer software are identified by their commonly used commercial descriptions, if possible, and also identified by specific reference to the requirement to deliver or provide that technical data or computer software in the contract, for example, by referencing the associated CLINs, CDRLs, or paragraphs in the statement of work.

2. Include the relevant information for all technical data and computer software that are or may be required to be delivered or otherwise provided under the contract, online or remote access to information, and firmware or other computer software to be embedded in hardware deliverables.

3. Specifically address source code, object code, executable code, documentation, software support tools, S/SEE (software/systems engineering environment) documentation, Systems/Software Requirement Documents, Interface Control Documents, etc., regarding any computer software that is modified or developed either exclusively or partially at Government expense.

**d.** Copies of Negotiated, Commercial, and Other Non-Standard Licenses. The contractor shall concurrent with proposal submission provide copies of all proposed specially negotiated licenses, commercial licenses, non-disclosure agreements, and any asserted restrictions other than Government purpose rights; limited rights; restricted rights; Small Business Innovation Research (SBIR) Program data rights for which the protection period has not expired; or Government's minimum rights as specified in the clause at R-DFARS 252.227-7990.

**e.** Subcontracts. The Contractor shall include the substance of this clause in subcontracts under this contract.

**LCMC/WLK - H003 - COMMERCIAL COMPUTER SOFTWARE LICENSE**

In accordance with the present clause and concurrent with proposal submission, the Contractor shall provide license agreement information for all COMMERCIAL computer software licenses to be obtained on behalf of or transferred to the US Government under this contract. In this arrangement, the Government may ultimately become the Licensee in certain COMMERCIAL computer software licenses, which software is specifically defined at R-DFARS 252.227-7989. In order to permit the Government to become a Licensee in the COMMERCIAL computer software licenses, the Contractor shall first pre-review the COMMERCIAL computer software licenses intended for transfer to the Government to verify compliance with any one of Alternatives I, II or III, as shown below.

License agreements shall be provided to the Government Contracting Officer concurrent with proposal submission to ensure compliance with the terms and conditions shown below (Alternatives I and II only) to the extent known at the time an offer is submitted to the Government. For any COMMERCIAL computer software licenses which are not reasonably identifiable concurrent with proposal submission, such license shall be first pre-approved by the Government Contracting Officer prior to their incorporation into a system deliverable to ensure compliance with the terms and conditions shown below (Alternatives I and II only). This obligation to obtain pre-approval by the Government Contracting Officer, as described above, continues throughout contract administration.

In view of the above, it should be understood that the Government will not accept the COMMERCIAL computer software deliverables under the present contract until the Contractor satisfies at least one of Alternatives I, II or III, as described below. Furthermore, the Contractor hereby understands and agrees that Alternative I shall be the default selection, unless the Contractor makes an affirmative written election otherwise.

This clause does not apply to open source software.

The Contractor shall include the substance of this clause in subcontracts under this contract.

Alternate I:

The terms and conditions required to permit any COMMERCIAL computer software licenses to be transferred to the Government (e.g., Government to become a Licensee) include the following:

1. Any license shall be perpetual in nature and may not be unilaterally terminated by the Licensor. All remedies available shall be consistent with the Disputes Clause in the underlying basic contract.

2. The Licensor shall not use the fact that the Licensees using the Licensor's products in any notification to the public (e.g., no publicity rights permitted).

3. The Licensee is a Federal entity governed by Federal Statutes, Case Law, and Federal Regulations. Therefore, the Licensor shall remove any references to binding the Licensee through any laws of any municipality, state, or foreign country.

4. The Licensor shall not include any clauses indicating a right to enter the premise of Licensee for the purpose of auditing the use of any license, as the Licensee cannot allow an auditor physical access to the Licensee's facility due to security concerns. The Licensor may submit to the Licensee written notice indicating a substantiated belief that the Licensee is not using the software within the terms described in the license and the Licensee may consider conducting its own internal audit and providing a certified statement of its findings to the Licensor.

5. The Licensor shall not use any integration clauses.

6. The Licensor shall not use any injunctive relief clauses as the Licensor cannot prevent the Licensee from performing mission operations.

7. The Contractor shall provide documentation to clearly correlate or map software license(s) to:

(a) Contract Line Item Numbers (CLINS);

(b) Contract Deliverables (CDRLS);

(c) Paragraphs in the statement of work (SOW); and/or

(d) Portions of any functional block diagrams and/or system architecture diagrams, so that it can be readily determined where certain COMMERCIAL computer software corresponding to certain software license agreement(s) are

physically located on the system to be delivered under the contract.

8. The Licensor shall not include any clauses in the license agreement that in any way restrict assignment to the Government and/or restrict the Contractor from continuing as a licensee in said license agreement for the beneficial use of said license agreement by the Government.

9. The license shall not comment on the entitlement to attorney fees in the event of a dispute.

10. The license shall not disclaim all warranties through use of an "as is" provision.

11. The license shall not restrict the Government from using the product at various sites (i.e., applicable to a product-type license for a movable product, as opposed to a site-specific license for a non-movable product) nor use of the product by various Government agencies or third parties performing work on behalf of the Air Force under the AFNet. In performance of the AFNet, Government personnel as well as Government contractors may use the software. Additionally, the software may be used at Government sites and Government contractor sites and the sites may change overtime. Thus, the software license shall be flexible to accommodate this situation if applicable.

12. The license shall not include non-substitution language that would preclude or limit the Government from switching to another vendor/reseller and/or another product to fulfill AFNet requirements.

13. The Licensor shall include the following clause (and no other) for disputes: "Since the Licensee is a Government entity, any dispute arising from or in connection with this agreement shall be subject to resolution in accordance with the Disputes Clause included in the basic contract and/or the Government may also consider resolving any disputes using an appropriate Alternate Dispute Resolution (ADR) remedy."

14. Contractor shall provide a listing of license renewal dates and associated fees/costs if applicable.

15. Contractor shall provide a listing and copies of all commercial computer software licenses related to this Government Contract No. FA8105-xx-D-000x.

Alternate II:

1. Add the clause described below to all third party COMMERCIAL computer software licenses with advance notice to and/or consent of applicable third party software vendors of said computer software licenses, for which said licenses are intended to be transferred to the Government: "The Government agrees to the provisions of the present Software License, as set forth above and affixed as an attachment to this Government Contract No. FA8105-xx-D-000x, to the extent that the provisions of the Software License are consistent with Federal procurement law(s) and at least the Revolutionary Department of Defense Federal Acquisition Regulation Supplement (R-DFARS) section 227.7202 and said contract. In the event that any of the provisions of the present Software License are determined to be inconsistent with Federal procurement law(s); R-DFARS section 227.7202 and/or said contract, the parties to the present Software License hereby agree that said provision(s) shall be null and void. In the event that any of said provision(s) are rendered null and void, as described herein above, the remaining provision(s) of said License shall remain in full force and effect.

Notwithstanding the above, the Government reserves the right to inspector test any software, software documentation and/or service associated with the present Software License and tendered in performance of this contract for compliance there with. In the event that said software, software documentation and/or service are deemed noncompliant, the Government shall be entitled to replacement, refund and/or equitable relief

2. Contractor shall provide a listing of license renewal dates and associated fees/costs if applicable.

3. Contractor shall provide a listing and copies of all commercial computer software licenses related to the above-described Government Contract.

4. Contractor shall satisfy sub-section 7, under Alternate I, as described herein above.

Alternate III:

1. If the Licensor will not agree to the terms and conditions cited above in Alternatives I and II; and/or as contained in R-DFARS 227.7202, the Contractor shall obtain Licensor's consent to sever usage rights contained in any license(s), whereby said usage rights shall be assigned or otherwise transferred to the Government, so as to permit the Government to operate any related software or system containing the software which is associated with the license(s). All other rights and obligations contained in the license(s) shall remain with the Contractor. In this manner, the Contractor maintains their status as Licensee in said license(s) and only assigns or otherwise transfers usage rights portions thereof to the Government.

2. Contractor shall provide a listing of license renewal dates and associated fees/costs if applicable.

3. Contractor shall provide a listing and copies of all commercial computer software licenses related to this Government **Contract No. XXXX.**

4. Contractor shall satisfy sub-section 7, under Alternate I, as described herein above if applicable.

**LCMC/WLK - H004 - DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE**

In addition to technical data or computer software specified elsewhere in this contract to be delivered hereunder, the Government may, at any time during the performance of this contract or within a period of three (3) years after acceptance of all items (other than technical data or computer software) to be delivered under this contract or the termination of this contract, order any technical data or computer software generated in the performance of this contract or any subcontract hereunder. When the technical data or computer software is ordered, the Contractor shall be compensated for converting the data or computer software into the prescribed form, for reproduction and delivery. The obligation to deliver the technical data of a subcontractor and pertaining to an item obtained from them shall expire three (3) years after the date the Contractor accepts the last delivery of that item from that subcontractor under this contract. The Government's rights to use said data or computer software shall be pursuant to the following Rights in Technical Data and Rights in Computer Software clauses of this contract, R-DFARS 252.227-7989, R-DFARS 252.227-7990, H001, H002, and H003.

The Contractor shall include the substance of this clause in subcontracts under this contract.

LCMC/WLK - H005 - KC-135 CENTER CONSOLE REFRESH WARRANTY OF SUPPLIES OF A COMPLEX NATURE

(a) *Definitions.* As used in this clause-

*Acceptance* means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services rendered, as partial or complete performance of the contract.

*Supplies* means the end items furnished by the Contractor and related services required under this contract. The word does not include "data."

(b) *Contractor's obligations.*

(1) The Contractor warrants that for 10 years all supplies furnished under this contract will be free from defects in material and workmanship and will conform with all requirements of this contract; provided, however, that with respect to Government-furnished property, the Contractor's warranty shall extend only to its proper installation, unless the Contractor performs some modification or other work on the property, in which case the Contractor's warranty shall extend to the modification or other work.

(2) Any supplies or parts thereof corrected or furnished in replacement shall remain covered under this warranty for the remainder of the original 10-year warranty period applicable to the initially delivered LRU, or for 90 calendar days following Government acceptance of the corrected or replacement supply, whichever is longer.

(3) The Contractor shall not be obligated to correct or replace supplies if the facilities, tooling, drawings, or other equipment or supplies necessary to accomplish the correction or replacement have been made unavailable to the Contractor by action of the Government. If correction or replacement has been directed, the Contractor shall promptly notify the Contracting Officer, in writing, of the nonavailability.

(4) The Contractor shall also prepare and furnish to the Government data and reports applicable to any correction required (including revision and updating of all affected data called for under this contract) at no increase in the contract price.

(5) When supplies are returned to the Contractor, the Contractor shall bear the transportation costs from the place of delivery specified in the contract (irrespective of the f.o.b. point or the point of acceptance) to the Contractor's plant and return.

(6) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation contained in this contract.

(c) Remedies available to the Government.

(1) In the event of a breach of the Contractor's warranty in paragraph (b)(1) of this clause, the Government may, at no increase in contract price-

(i) Require the Contractor, at the place of delivery specified in the contract (irrespective of the f.o.b. point or the point of acceptance) or at the Contractor's plant, to repair or replace, at the Contractor's election, defective or nonconforming supplies; or

(ii) Require the Contractor to furnish at the Contractor's plant the materials or parts and installation instructions required to successfully accomplish the correction.

(2) If the Contracting Officer does not require correction or replacement of defective or nonconforming supplies or the Contractor is not obligated to correct or replace under paragraph (b)(3) of this clause, the Government shall be entitled to an equitable reduction in the contract price.

(3) The Contracting Officer shall notify the Contractor in writing of any breach of the warranty in paragraph (b) of this clause within 30 days after discovery of the defect. The Contractor shall submit to the Contracting Officer a written recommendation within 30 days as to the corrective action required to remedy the breach. After the notice of breach, but not later than 30 days after receipt of the Contractor's recommendation for corrective action, the Contracting Officer may, in writing, direct correction or replacement as in paragraph (c)(1) of this clause, and the Contractor shall, notwithstanding any disagreement regarding the existence of a breach of warranty, comply with this direction. If it is later determined that the Contractor did not breach the warranty in paragraph (b)(1) of this clause, the contract price will be equitably adjusted.

(4) If supplies are corrected or replaced, the period for notification of a breach of the Contractor's warranty in paragraph (c)(3) of this clause shall be 30 days from the furnishing or return by the Contractor to the Government of the corrected or replaced supplies or parts thereof, or, if correction or replacement is effected by the Contractor at a Government or other activity, for 30 days thereafter.

(5) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of the contract.