

DCN: _____
Organization: _____
Date approved: _____
These fields are for LT2 use only.

DISTRIBUTION AGREEMENT
Live Training Transformation (LT2) Product Line
(For United States Government and USG Contractors)

- The LT2 Product Line Assets (e.g., hardware, software and associated materials), together herein, “LT2 Assets”, is authorized for distribution in accordance with Distribution Statement C (DoD Directive 5230.24, March 18, 1997). “Distribution is authorized to the United States Government Agencies and USG contractors only (Administrative or Operational Use) (02/02)”. Other requests shall be referred for consideration by the controlling DoD office. The controlling DoD office is the U.S. Army PEO STRI Project Manager for Training Devices (PM TRADE).
- WARNING - This Agreement refers to technical data, the export of which is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, and et seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., and App. 2401 et seq. Violations of these export laws are subject to severe criminal penalties. Disseminate LT2 Assets in accordance with provisions of DoD Directive 5230.25.

SUBJECT TO APPROVAL BY A GOVERNMENT SPONSOR, THE LT2 ASSETS MAY BE USED FOR THE PURPOSE STATED WITH THE FOLLOWING GENERAL CONDITIONS:

1. LT2 Assets will be handled and maintained in accordance with For Official Use Only, Export Control and AR 380-5 requirements.
2. The LT2 Assets will be used only in accordance with this Distribution Agreement. The purpose may include incorporating the LT2 Assets, or elements thereof, into products being developed under the terms of a current contract with the U.S. Government. The LT2 Assets and data will not be modified, adapted, or otherwise altered except as required for the prior approved purpose.
3. LT2 Assets may be distributed with software and assets from other USG agencies. Additional restrictions may apply to assets not owned or controlled by PM TRADE (see documentation provided with the assets).
4. LT2 Assets shall not be re-distributed, sold, or used for commercial purposes by Recipient, in whole or in part, without the express permission of the PEO STRI PM TRADE except as set forth herein. The recipient is prohibited from using the LT2 open source code for commercial practices and profitable gains. Recipient may copy LT2 Assets for use within the recipient’s organization, or by an authorized U.S. contractor/sub-contractor organization, for the Purpose stated within this Agreement. A copy of this Agreement shall be provided and maintained with each authorized copy of the LT2 Assets and appropriate personnel shall be briefed regarding the Agreement requirements. PM TRADE is to be formally notified of the name, address and designated POC of all authorized U.S. contractors/sub-contractors to which a copy is provided. Recipient shall be responsible for compliance with this Agreement related to all authorized copies.
5. Changes to the LT2 PRODUCT LINE software source code may not be further distributed by the recipient without the approval of the controlling DoD office. Recipients wishing to distribute changes, which they have developed, may submit such changes to the controlling DoD office with Unlimited Rights.
6. Recipient will, and will ensure that its sub-contractors will, return or destroy all LT2 Assets upon completion of the approved work, or completion of the contract under which the work is authorized, whichever comes first.
7. The LT2 Assets are developmental in nature. The U.S. Government and its agents shall not be liable for any harm, damage, or injury that may result from the use of the LT2 Assets.
8. The controlling DoD office may revoke permission or hereinafter make permission subject to additional conditions as dictated by Government interests.
9. The individual who will act as recipient of the LT2 Assets on behalf of Recipient is a U.S. citizen.
10. Recipient acknowledges its responsibilities under the U.S. export control laws and regulations and agrees that it will

not disseminate any export-controlled material subject to this Agreement in a manner that would violate applicable export control laws and regulations.

11. Unless dissemination is permitted herein and by applicable regulations, Recipient will not provide access to the LT2 Assets other than to its employees or persons acting on its behalf without permission of the controlling DoD office.
12. Recipient is not debarred, suspended or otherwise determined ineligible by any agency of the U.S. Government to perform on U.S. Government contracts, has not been convicted of export control law violations, and has not been disqualified under the provisions of DoD Directive 5230.25.
13. Recipient may not distribute changes to the LT2 Assets source code except as set forth herein without the approval of PM TRADE. Recipient may incorporate LT2 Assets, or elements thereof, into products developed by recipient and its sub-contractors. As consideration for the Government providing the LT2 Assets, Recipient will provide PM TRADE Unlimited Rights, per DFARS 252.227-7014, to the modified software. The approved recipient agrees to provide to the controlling DOD office, without further Government request, any and all changes, enhancements, improvements or modifications which may be made to LT2 Product Line Configuration while in the approved recipient's possession. If PM TRADE does not receive the enhancements, improvements or modifications made to LT2 Assets with Unlimited Rights, PM TRADE may demand the return and/or destruction of the LT2 Assets in Recipient's possession. A failure to return and/or destroy the LT2 Assets will be deemed a breach of this agreement and may result in prosecution of the USG's rights in the applicable forum. The following items include, but are not limited to, changes to the LT2 Assets code:
 - a. Creation of new entities, units, or behaviors
 - b. Any modification of existing entities, units, or behaviors
 - c. The modification of existing code
 - d. The creation of new physical models

In order to operate and maintain LT2 Product Line in accordance with the security accreditation as outlined in the LT2 product ATOs and/or IATOs, the recipient must also acknowledge and agree to the following requirement:

14. Recipient must adhere to all information security related procedures and controls as defined in the LT2 Information Security Plan (ISP). For those areas where the ISP requires that the recipient develop site specific procedures and controls, this document serves as agreement that those requirements are understood and will be implemented by the receiving organization. Specific instances of these information assurance related controls are:
 - a. Personnel Security – Users / Receiving organizations are responsible for ensuring personnel with access to LT2 have the appropriate security clearances and need to know for the classification level of the information being processed. Users are responsible for controlling access to the system and assigning accounts to authorized individuals.
 - b. Data Marking – Users / Receiving organizations are responsible for correctly marking all documents and media with the correct classification labels in accordance with Executive Order 12958.
 - c. Alternate Site Designation and Restoration - In the event of a catastrophic failure at a user's site, PM TRADE can re-supply the LT2 Assets baseline. Tools, policies, and procedures for the restoration of hardware, added or changed software, and data are the responsibility of the user / receiving organization.
 - d. Enclave Boundaries – Users / Receiving organizations are responsible for implementing boundary protection mechanisms in accordance with DoD and Army Information Assurance policies and regulations before LT2 Assets is connected to wide area networks such as the SIPRNET, NIPRNET, GIG or Internet.
 - e. Interconnections – If LT2 is used in an environment with interconnections to other systems, the user / receiving organization is responsible for establishing an agreement between the Designated Approval Authorities (DAAs) of all systems involved.
 - f. Audit Data Management – The Users / Receiving organization is responsible for developing and executing policies and procedures to back-up, restore and analyze audit data. Any security vulnerabilities detected with

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the LT2 Assets will be reported by the user to PM TRADE.

- g. Physical and Environmental – The User / Receiving organization is responsible for physical and environmental security mechanisms as required by DoD and Army Information Assurance polices and regulations, including the following:
- i. Cleaning and sanitizing media
 - ii. Emergency lighting
 - iii. Fire detection, inspection, and suppression
 - iv. Temperature and humidity controls
 - v. Master power switch and voltage regulation
 - vi. Physical protection
 - vii. Workplace security procedures
 - viii. Storage and destruction
 - ix. Environmental security testing
 - x. Visitor and maintenance personnel control

Recipient hereby waives any and all claims for damages under any U.S. Government contract for alleged Government caused delay occasioned by revocation of the right to use LT2 Assets.

LT2 version/product(s), component(s) or configuration baseline(s) being requested:

Install media type required: _____

Estimated project completion date: _____

PURPOSE: Clearly identify the intended purpose/use of the LT2 Product Line configuration material plus impact of not receiving material. **Contractor requests are to include pertinent section(s) of the contractual Work Statement or the Request for Proposal that require the LT2 Product Line configuration activity.**

Requesting Company/Organization: _____
Official Contact Name (executive official, legal counsel, or contracting officer): _____
Job Title: _____
E-mail: _____
Address 1: _____
Address 2: _____
City: _____ Country/State: _____ Postal/Zip code: _____ - _____
Phone no: _____ ext./DSN: _____
Requesting User Contact Name (actual user of LT2 material): _____
Job Title: _____
E-mail: _____
Address 1: _____
Address 2: _____
City: _____ Country/State: _____ Postal/Zip code: _____ - _____
Phone no: _____ ext./DSN: _____

I HEREBY AGREE TO CONDITIONS 1-14g IDENTIFIED ON PAGES 1, 2, AND 3 OF THIS DOCUMENT AND WILL UTILIZE THE LT2 PRODUCT LINE CONFIGURATION MATERIAL ONLY FOR THE PURPOSE/USE DESCRIBED ABOVE. I UNDERSTAND THAT PROCESSING OR TRANSMITTING THIS EXPORT CONTROLLED MATERIAL VIA ANY PUBLIC ELECTRONIC MEDIUM IS STRICTLY PROHIBITED.

Official Signature: _____ User Signature: _____

DCN: _____
Organization: _____

FOR AUTHORIZED USG CONTRACTOR REQUESTS
(To Be Completed by USG Sponsoring Organization COTR or other authorized individual. Only required for Government sponsored requests.)

Forward a copy of the pertinent section(s) of the Statement of Work (SOW) or Request for Proposal (RFP) which supports the LT2 Product Line configuration as a supplement to this form.

USG Sponsor (Organization): _____
USG Contract Number: _____
Contract Completion Date: _____

It is requested that the LT2 Product Line configuration material be released to the above-identified contractor for the purpose as stated. It is hereby certified that the contract number and completion date identified above are correct and the identified contractor requires the LT2 Product Line configuration material for the purpose stated.

Name: _____
Job Title: _____
Telephone: _____ DSN: _____
E-mail: _____

Authorized Signature: _____

U.S. GOVERNMENT DOD CONTROLLING OFFICE ENDORCEMENT/APPROVAL
(This section is for internal LT2 use only.)

The above request is approved for the purpose stated by the requester.

Name: _____
Job Title: _____
Telephone: _____ DSN: _____
E-mail: _____

Authorized Signature: _____

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Job Title: _____
Telephone: _____ DSN: _____
E-mail: _____

Authorized Signature: _____