AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF	PAGES
J	1		3

2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER *(If applicable)*
P00004	27 Feb 2026	See Schedule	

6. ISSUED BY CODE (b) (6)

OFFICE, CHIEF DIGITAL & AI OFFICER
5611 COLUMBIA PIKE, FALLS CHURCH VA 22041
FALLS CHURCH, VA 22041
UNITED STATES
(b) (6)

7. ADMINISTERED BY *(If other than Item 6)* CODE

SCD: PAS:

8. NAME AND ADDRESS OF CONTRACTOR *(Number, street, county, State and ZIP Code)*

OpenAI Public Sector, LLC
1455 3rd St
San Francisco, CA 94158-2210
UNITED STATES

CODE (b) (6) FACILITY CODE

(X)

☐ 9A. AMENDMENT OF SOLICITATION NUMBER

9B. DATED *(SEE ITEM 11)*

☒ 10A. MODIFICATION OF CONTRACT/ORDER NUMBER
HQ08832590012

10B. DATED *(SEE ITEM 13)*
16 Jun 2025

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_____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)* Terms and Conditions of HQ0883-25-9-0012

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

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

See Section A for Executive Summary for Modification P00004

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)*	
		(b) (6)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(b) (6) *(Signature of Contracting Officer)*	27 Feb 2026

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 53.243

SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

Section A - Solicitation/Contract Form

The following modifications were made:
Header Miscellaneous Text (Modified):

1. The purpose of Modification P00004 against Other Transaction Agreement (OTA) HQ0883-25-9-0012 to Open AI, the Agreement Holder for the Chief Digital Artificial Intelligence Office Frontier AI Model Prototype effort is as follows:

2. The following attachments are hereby updated or added and incorporated into Section J of this Agreement:

Attachment 0001 - Prototype Agreement HQ0883-25-9-0012 Version 2.0

Attachment 0004 - DD254

3.. All other terms and conditions for OTA HQ0883-25-9-0012 remain unchanged and in full effect.

Section C - Description/Specifications/Statement of Work

The Requirements Text has been modified to:
Open AI Prototype

Section J - List of Attachments

Header Miscellaneous Text (Modified):

List of Documents, Exhibits and Other Attachments

Attachment 0001:

Project Agreement HQ0883-25-9-0012 Version 2.0

Attachment 0002:

DD254

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF	PAGES
J	1		3

2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER *(If applicable)*
P00004	27 Feb 2026	See Schedule	

6. ISSUED BY CODE (b) (6)

OFFICE, CHIEF DIGITAL & AI OFFICER
5611 COLUMBIA PIKE, FALLS CHURCH VA 22041
FALLS CHURCH, VA 22041
UNITED STATES
(b) (6)

7. ADMINISTERED BY *(If other than Item 6)* CODE

SCD: PAS:

8. NAME AND ADDRESS OF CONTRACTOR *(Number, street, county, State and ZIP Code)*

OpenAI Public Sector, LLC
1455 3rd St
San Francisco, CA 94158-2210
UNITED STATES

CODE (b) (6) FACILITY CODE

(X) ☐ 9A. AMENDMENT OF SOLICITATION NUMBER

9B. DATED *(SEE ITEM 11)*

☒ 10A. MODIFICATION OF CONTRACT/ORDER NUMBER
HQ08832590012

10B. DATED *(SEE ITEM 13)*
16 Jun 2025

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12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

See Section G - Contract Administration Data

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☐	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)* Terms and Conditions of HQ0883-25-9-0012

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

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

See Section A for Executive Summary for Modification P00004

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)*
(b) (6) Senior Management Official	

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(b) (6)	2/27/2026	(b) (6)	2/27/2026
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 53.243

Created On:
25 Feb 2026, 12:35 PM Eastern Standard Time

SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

Section A - Solicitation/Contract Form

The following modifications were made:
Header Miscellaneous Text (Modified):

1. The purpose of Modification P00004 against Other Transaction Agreement (OTA) HQ0883-25-9-0012 to Open AI, the Agreement Holder for the Chief Digital Artificial Intelligence Office Frontier AI Model Prototype effort is as follows:

2. The following attachments are hereby updated or added and incorporated into Section J of this Agreement:

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Attachment 0004 - DD254

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Section C - Description/Specifications/Statement of Work

The Requirements Text has been modified to:
Open AI Prototype

Section J - List of Attachments

Header Miscellaneous Text (Modified):

List of Documents, Exhibits and Other Attachments

Attachment 0001:

Project Agreement HQ0883-25-9-0012 Version 2.0

Attachment 0002:

DD254

AGREEMENT HOLDER	BUYER
OpenAI Public Sector, LLC 1455 3rd Street San Francisco, CA 94158	**Chief Digital and AI Office (CDAO)** 9010 Defense Pentagon (b) (6) Washington, DC 20301-1600
Company POC (b) (6)	**CDAO POC** (b) (6)
Cage Code: 0YC30 **Unique Entity ID (UEI):** VMHYEMJA9GF4	**CDAO Agreements Officer Representative (AOR)** (b) (6)

TYPE OF AGREEMENT	AUTHORITY	PROJECT START AND END DATE
PROTOTYPE PROJECT	10 U.S.C. § 4022	06/13/2025 – 06/12/2027

I. BACKGROUND

The Department of Defense (DoD) recognizes the rapid advancement of Artificial Intelligence (AI) and its transformative potential across a broad range of the Department's activities.

To maintain technological superiority and address emerging national security challenges, the DoD Chief Digital and Artificial Intelligence Office (CDAO) AI Rapid Capabilities Cell (AIRCC) is focused on the application of Frontier AI to address critical defense challenges.

A frontier AI model is defined as "a general-purpose AI system near the cutting-edge of performance, as measured by widely accepted publicly available benchmarks, or similar assessments of reasoning, science, and overall capabilities" as referenced by the National Security Memorandum on Advancing the United States' Leadership in Artificial Intelligence; Harnessing Artificial Intelligence to Fulfill National Security Objectives; and Fostering the Safety, Security, and Trustworthiness of Artificial Intelligence, dated 24 October 2024 (as referenced in the Executive Order of 14 January 2025, Executive Order on Advancing United States Leadership in Artificial Intelligence Infrastructure).

Frontier AI encompasses technologies such as large pre-trained models and AI agents that perform a wide variety of tasks, including complex reasoning, planning, and domain-specific problem solving. Frontier AI technologies have the potential to deliver significant military advantage across a range of the DoD's use cases and the needs of the warfighter; as noted by Secretary Hegseth, "Artificial Intelligence is a powerful set of capabilities that we must use - as we know our adversaries, particularly China, have invested in such capabilities. Artificial Intelligence in the U.S. commercial sector is the most advanced in the world and we should take advantage of that as a basis for DOD's specific needs".

II. PROTOTYPE OBJECTIVES

A primary objective is to identify key DoD operational workflows in which frontier AI technologies may deliver significant military advantage and utility (such as integrating AI-driven technologies into daily military operations to enhance commanders' decision-making and responsiveness), and the standards, guardrails, and governance frameworks needed to support them.

Based on the identified DoD operational workflow(s) (defined as "the tasks and activities, operational elements, and resource flow exchanges required to conduct operations", from the DoD Chief Information Officer (CIO) Architecture Framework), objectives include to develop proposal(s), with relevant plans, designs, specifications, infrastructure requirements, governance frameworks, etc., for the implementation of frontier AI into the workflow(s). Follow-up production agreements may leverage these proposals as the basis for their project.

III. PROTOTYPE TASKS (to be performed by the Agreement Holder)

1. Frontier AI use case identification and scoping
    a. Description:
        i. Frontier AI models have the potential to deliver significant military advantage and utility across a diverse range of key DoD use cases and workflows. These workflows will encompass key tasks and activities across military domains, including warfighting, business, enterprise, intelligence, logistics, etc. However, implementing these advanced AI systems presents numerous challenges, including technical integration complexities, policy constraints, data protection requirements, and information security concerns. To successfully deploy frontier AI within DoD contexts, industry actors (such as contractors and vendors) must engage closely with government mission owners, policy experts, and relevant stakeholders. These engagements help build a shared understanding of specific use cases, implementation challenges, and technical considerations. With this comprehensive understanding, industry can develop informed technical proposals and implementation approaches that effectively address the unique requirements of DoD frontier AI applications.
    b. Activities and deliverables:
        i. Identification and technical analysis of potential DoD use cases and operational workflows in which frontier AI technologies may deliver military utility.
        ii. Report on analysis of DoD use cases and operational workflows for frontier AI implementation.
        iii. Engagement with government subject matter experts, mission owners, and operational users about selected government frontier AI use cases.
        iv. Technical proposal(s), with relevant plan, designs, specifications, infrastructure requirements, governance frameworks, etc., on the implementation of frontier AI into various selected DoD use cases and workflows.

v. Report on the blockers, impediments to success, pain points, and other issues identified in the planning for implementation of frontier AI for DoD use cases.

2. Policy prototype and validation, risk forecasting, and threat ideation exercises
    a. Description:
        i. The policy prototyping and validation initiative will test and evaluate different policies, requirements, parameters to align and validate the DoD's assurance and governance apparatus for frontier AI in a way that covers the DoD's assurance needs without creating unnecessary chilling effects or blockers for industry innovation and adoption. The initiative will involve engineers and product policy experts from frontier AI labs performing tabletop exercises with their technology by running it through the DoD's current and proposed assurance processes, generating the corresponding artifacts and approval packages, and providing detailed written feedback on areas for improvement with the process. This will support the refinement and validation of the Department's processes and policies, and help the Department keep its policies and processes current with the cutting edge of frontier technologies. Additionally, the artifacts and evidence base developed from this initiative will empower DoD risk owners and authorizers to be more forward leaning with approving frontier capabilities, as the resources generated and lessons learned from the test chamber will form a baseline for their own approval activities and decisions.
    b. Complementing the policy prototyping and validation initiative, the agreement holder will participate in exercises for risk forecasting and threat ideation. Frontier AI labs have advanced risk forecasting tradecraft and a clear vision of the next wave of frontier AI technological developments. Frontier AI companies can help DoD gain a better understanding of the risks that might be associated with subsequent near-term frontier AI models or features, to avoid strategic surprise and to mitigate the associated risks. Conversely, the Department can help frontier AI Labs to better understand the adversarial threat (including insider threat) aspect of the risk landscape, such as the application of frontier AI in novel ways or considering how near-term future model updates or features could create novel adversarial threats. Activities and deliverables:
        i. Participation in policy sandbox activities, including tabletop exercises and technical discussions on governance and assurance processes.
        ii. Report detailing feedback and recommendations on DoD governance and assurance processes based on findings from policy sandbox exercises.
        iii. Participation in threat ideation and risk forecasting exercises with relevant U.S. government agencies and other U.S. frontier AI labs.
        iv. Report detailing recommendations on the development of defensive mitigations, guardrails, policy and governance innovations, tactics, techniques, and procedures (TTPs) to mitigate against threats identified in threat ideation and risk forecasting work.
3. Information sharing

a. Description:
    i. This task aims to facilitate information sharing between industry and the DoD to inform effective and responsible application of frontier AI technologies to critical defense challenges. Frontier AI lab information sharing to the government may include information on frontier AI model performance, case studies on current or likely future frontier AI applications, or projections of future trends in frontier AI maturation. DoD information sharing to frontier AI labs may include benchmarks datasets for DoD use cases, appropriate briefings on DoD operational missions and threats to inform development / release of technologies, their application to DoD operational problems, or DoD plans and strategies for future AI adoption. Any information sharing must be in compliance with DoD and Federal regulations, such as cyber security, information security (also referred to as information protection), and access and clearance requirements.
b. Activities and deliverables:
    i. Presentations and briefings at technical exchange meetings on relevant topics, including frontier AI model performance and case studies of frontier AI applications.
    ii. Review and feedback on DoD strategies for frontier AI adoption to ensure that AI capabilities can be delivered and scaled to meet the warfighter's needs.

4. Administrative / programmatic
    a. Description:
        i. This task captures the administrative and programmatic activities that support the functioning of the overall prototype. Administrative and programmatic activities include authorizations, security clearances, and other reviews and approvals necessary for the tasks within this prototype agreement.
    b. Activities and deliverables:
        i. Attendance and participation at relevant virtual and in-person events, including an initial project kick-off and update briefs to relevant DoD leadership.
        ii. Relevant strategic communications materials, such as draft announcements.
        iii. A monthly progress report which will serve as the payment milestones (as detailed in section IV).
        iv. Participation in regular program management and administrative meetings.
5. Frontier AI Prototyping and Solutions Engineering
    a. Description:
        i. The Frontier AI Prototyping and Solutions Engineering task translates cutting-edge AI research into tangible solutions for critical defense needs. This task involves hands-on prototyping, rigorous testing, and iterative refinement of frontier AI models to address real-world challenges in areas such as intelligence analysis, cybersecurity, and autonomous systems. The goal is to deliver deployable AI systems that demonstrably enhance DoD capabilities.
    b. Activities and deliverables:

(b) (3), (b) (4) [redacted]

6. ChatGPT Mil Application at IL5
    a. Description:
        i. GenAI.mil is the Department's secure generative AI portal for the continuous deployment of the most advanced AI models. This task will support the deployment of a ChatGPT Mil—a secure, enterprise-scale frontier AI platform operating at Impact Level 5 (IL5)—on GenAI.mil, supporting the goal of delivering AI on every desktop across the Department. This platform will provide users across the Department with access to the same cutting-edge capabilities available commercially while meeting IL5 security requirements.

(b) (3), (b) (4) [redacted]

The Department will provide the necessary guidance, assistance, and sponsorship in the ATO process in accordance with DoDI 8500.01 (Cybersecurity) (dtd 14 March 2014) and DoDI 8510.01 (Risk Management Framework for DoD Systems) (dtd 19 July 2022).

ii. *ChatGPT Mil IL5 deployment*: Deploy ChatGPT Mil within the GenAI.mil environment and configure the application for launch. The Department will provide the necessary assistance and sponsorship necessary for Department information network technical integration, including BCAP integration, TLS certificates, and .mil URLs. The Department and the Agreement Holder shall jointly engage Microsoft for a period not to exceed thirty (30) days from agreement signature to negotiate in good faith a reduction or waiver of Microsoft Azure cloud compute costs for ChatGPT Mil.

iii. *Ensure successful launch:* Perform all activities for the smooth and successful rollout of ChatGPT Mil on GenAI.mil, including load testing and scaling work prior to the rollout to validate system performance, and take reasonable steps to ensure the availability of Agreement Holder subject matter experts (SMEs) during the critical launch window (which is the first week of initial launch and deployment into the environment, and up to one month post-launch).

iv. *ATO sustainment*: Advise and support Government stakeholders on sustainment of the ATO (once achieved) for ChatGPT Mil features and platform service integrations within GenAI.mil ATO boundary. This includes supporting engineering and compliance activities necessary to maintain the ATO.

v. *Maintain commercial parity for Department use:* Perform sustainment and accreditation activities to ensure that ChatGPT Mil features made generally available to commercial customers are promptly made available at IL5 to Department users on GenAI.mil as soon as feasible. The Department will determine appropriateness, and if appropriate, will provide the necessary assistance and sponsorship in the feature assessment and accreditation process.

7. ChatGPT Model Application Programming Interface (API)s at [redacted]
(b) (3), (b) (4)
[redacted]

(b) (3), (b) (4)

8. Testing, Evaluation, and Refinement of ChatGPT Mission Models
    a. Description:
        i. (b) (3), (b) (4)
    b. Activities and deliverables:
        (b) (3), (b) (4)

Success Criteria

Success will be benchmarked on the completion of some or all of the objectives above upon capability concept validation by relevant end-users (e.g., warfighters, commanders) that the capability would improve military advantage, military utility, or enhance military decision making. The Government reserves the right, within the scope of this Agreement, to modify the objectives and therefore the success criteria as needed based upon the outcome of the prototype. The Government reserves the right to remove, add, or otherwise modify the objectives in order to assist with the successful outcome of the prototype. All changes will be completed through a bilateral modification with the contractor.

IV. DELIVERABLES AND PAYMENT MILESTONES

All Deliverables are to be performed by the Agreement Holder and shall be submitted to the CDAO POC and AOR listed under the Buyer section of this Agreement.

No.	Name	Description	Due	Price
001	Month 1 progress report	Capture monthly progress for month 1 (reference Deliverable 005 and 006 for structure)	7/31/2025	(b) (4)
002	Month 2 progress report	Capture monthly progress for month 2 (reference Deliverable 005 and 006 for structure)	8/31/2025	(b) (4)
003	Month 3 progress report	Capture monthly progress for month 3 (reference Deliverable 005 and 006 for structure)	9/30/2025	(b) (4)
004	Report on analysis of DoD use cases and operational workflows	Report on analysis of DoD use cases and operational workflows for frontier AI implementation	No later than 12/31/2025	$0
005	(b) (3)	(b) (3)	No later than 12/31/2025	$0
006	Report on the blockers, pain points, and other issues identified in the planning for implementation of frontier AI for DoD use cases.	Report on the blockers, pain points, and other issues identified in the planning for implementation of frontier AI for DoD use cases.	No later than 12/31/2025	$0

No.	Name	Description	Due	Price
007	Report detailing recommendations on DoD governance and assurance processes	Report detailing feedback and recommendations on DoD governance and assurance processes based on findings from policy sandbox exercises.	No later than 12/31/2025	$0
008	Report detailing recommendations on risk forecasting and threat ideation	Report detailing recommendations on the development of defensive mitigations, guardrails, tactics, techniques, and procedures (TTPs) to mitigate against threats identified in threat ideation and risk forecasting work.	No later than 12/31/2025	$0
009	(b) (3), (b) (4)	(b) (3), (b) (4)	(b) (4)	(b) (4)
010	(b) (3), (b) (4)	(b) (3), (b) (4)	(b) (4)	(b) (4)

No.	Name	Description	Due	Price
		(b) (3), (b) (4)	(b) (4)	(b) (4)
011	(b) (3), (b) (4), (b) (5)	(b) (3), (b) (4), (b) (5)	N/A	(b) (4)

No.	Name	Description	Due	Price
		(b) (3), (b) (4), (b) (5) [redacted]		

V. **NOTICE:** This agreement establishes the terms and conditions to support the project and will go into effect once funding is obligated by the Agreements Officer.

VI. **FUNDING:** Payment milestones for the project will occur at monthly increments. Funding of project activities (if any) may be provided in subsequent modifications to this Agreement to indicate additional funding provided. The Agreement Holder is not authorized to initiate work where funding has not been provided.

VII. **PERIOD OF PERFORMANCE:** The period of performance is as follows (will be updated as agreement modified):

a) Section III. PROTOTYPE TASKS, Tasks 1 - 4: Award – 90 days from award. Note: deliverables associated with Tasks 1 - 4 have specific due dates within the 90-day PoP as outlined in Section IV. DELIVERABLES.

b) Section III. PROTOTYPE TASK, Task 5: Award – Twelve (12) months from award. Note: each instance of exercising of Task 5 will be subject to mutual agreement and may incorporate its own deliverables schedule, PoP, licensing terms and pricing.

VIII. **SCHEDULE:** Schedule changes will be agreed upon between the Agreement Holder and Buyer during regular Project Update meetings and documented in a written project schedule before the next planned Project Update.

IX. **CEILING:** The agreement ceiling at award is $200,000,000.00. Any ceiling change will be done by modification with appropriate reviews and approvals.

X. **INVOICING:** The Agreement Holder may submit an invoice for a Payment Milestone amount upon completion and acceptance for the associated Payment Milestone. The Government is not required to pay an invoiced amount for a milestone unless the Buyer has formally accepted the deliverable associated with the Payment Milestone. Acceptance means the Buyer concurs that all requirements of the deliverables are met.

XI. **PROJECT CONTINUATION:** The Government reserves the right to stop the project upon completion of any Milestone. In the event the Government stops the prototype project at any Milestone prior to the completion of the Milestone, the appropriate termination clause from the General Terms and Conditions (attached separately) shall apply and the "actual work performed to date" toward the completion of the Milestones in progress shall be paid as "reasonable costs and/or fees", as assessed during the associated termination settlement between the parties.

XII. **FOLLOW-ON PRODUCTION:** Upon a determination that this competitively awarded prototype project has been successfully completed, and subject to the availability of funds, this prototype project may result in the award of a follow-on production transaction without the use of competitive procedures.

XIII. AGREEMENT HOLDER AGREES TO THE FOLLOWING:

☒ General Project Terms and Conditions (provided separately)

☒ Prototype Licensing Terms (attached)

☒ OpenAI Services Agreement (provided separately)

XIV. LICENSE GRANT TO GOVERNMENT: (b) (3), (b) (4) [redacted]

XV. SYSTEM OVERSIGHT: (b) (3), (b) (4) [redacted]

XVI. **FORWARD DEPLOYED ENGINEERS**: Agreement Holder shall provide Forward Deployed Engineers (FDEs) to aid United States Government employees in implanting and utilizing the AI System. FDEs can be deployed to warfighting support settings including, but not limited to, combatant commands, service components, and theatre components.

XVII. **UNBIASED AI PRINCIPLES, CONTINUOUS MONITORING, INCIDENT REPORTING, AND REDMEDIATION:**

(b) (3), (b) (4)

[redacted]

XVIII. **RESTRICTIONS ON GOVERNMENT-FURNISHED INFORMATION:** (b) (3), (b) (4)

[redacted]

(b) (3), (b) (4) [redacted]

XIX. NOTIFICATION AND DECONFLICTION OF FRONTIER AI PRODUCTS AND SERVICES:

(b) (3), (b) (4) [redacted]

XX. DEFINITIONS:

a) "AI System" – (1) means any data system, software, application, tool, or utility that operates in whole or in part using dynamic or static machine learning algorithms or other forms of artificial intelligence, whether— (i) the data system, software, application, tool, or utility is established primarily for the purpose of researching, developing, or implementing artificial intelligence technology; or (ii) artificial intelligence capability is integrated into another system or agency business process, operational activity, or technology system; and (2) does not include any common commercial

product within which artificial intelligence is embedded, such as a word processor or map navigation system.

b) "Data Inputs" means all data, information, Personally Identifiable Information (PII) or content submitted by the Government to the AI System, including, but not limited to, user prompts, queries, instructions, source data, documents, and any other information or content submitted to the AI System by or on behalf of the Government.

c) "Data Outputs" means all data, information, PII or content generated by the AI System in the performance of this Agreement, including but not limited to responses, results, analyses, anonymized data, derivative data, metadata, logs, synthetic data, and any other output or action produced by the AI System. (b) (3), (b) (4) [redacted]

PROTOTYPE LICENSING TERMS

1. License 001 – Government Purpose Rights License in Specified Deliverable Technical Data

A. Deliverables Subject to License: License 001 applies to the following deliverables due under this effort:

Deliverable #	Deliverables
001	Month 1 progress report
002	Month 2 progress report
003	Month 3 progress report
004	Report on analysis of DoD use cases and operational workflows
005	(b) (3) [redacted]
006	Report on the blockers, pain points, and other issues identified in the planning for implementation of frontier AI for DoD use cases.
007	Report detailing recommendations on DoD governance and assurance processes
008	Report detailing recommendations on risk forecasting and threat ideation

B. Duration: License 001 (defined below) is granted to the Government and continues in perpetuity.

C. License 001: (b) (3) [redacted].

D. Markings: N/A

2. License 002 – Commercial License to Commercial AI Products

The Agreement Holder's commercial Services provided under Deliverables 009, 010, and 011 are provided under the OpenAI Services Agreement.