

**SOFTWARE, SOFTWARE AS A SERVICE (SAAS), MAINTENANCE, AND
PROFESSIONAL SERVICES AGREEMENT**

THESE DELTEK SOFTWARE, SOFTWARE AS A SERVICE (SAAS), MAINTENANCE, AND PROFESSIONAL SERVICES AGREEMENT TERMS (“AGREEMENT”) APPLY TO ANY DELTEK PRODUCTS, INCLUDING PROFESSIONAL SERVICES, PURCHASED THROUGH DELTEK’S GSA MULTIPLE AWARD SCHEDULE (MAS) CONTRACTOR (“PARTNER”) AS DEFINED BELOW. TERMS IDENTIFIED AS APPLICABLE TO CERTAIN CUSTOMER CATEGORIES SHALL APPLY ONLY TO THOSE CUSTOMERS AND SHALL PREVAIL OVER CONFLICTING TERMS IN THIS AGREEMENT FOR OTHER CUSTOMERS.

GENERAL TERMS

GT1 Definitions. Capitalized terms have the meaning described in Section GT1.

GT1.1 “Affiliate” means any entity that is controlled by Customer, or is under common control with Customer, through more than fifty percent (50%) ownership.

GT1.2 “Agreement” means the General Terms, and as applicable per the Order Form, the Software Terms, SaaS Terms, Maintenance and Support Terms, Professional Services Terms, and/or any Product-Specific Terms.

GT1.3 “Confidential Information” means any information which one party (“Discloser”) provides, either directly or indirectly, to the other (“Recipient”) in connection with this Agreement, the terms of this Agreement, or information related to the business of the Discloser that is reasonably understood to be confidential or proprietary information, whether or not marked.

GT1.4 “Correction” means, without limitation, workarounds, support releases, component replacements, patches and/or documentation changes made available by Deltek.

GT1.5 “Custom” or “Customization” means programming language that enhances, adds to, or modifies software functionality or behavior.

GT1.6 “Customer” means the party identified on an Order Form.

GT1.7 "Customer Data" means all electronic data or information that Customer or any Authorized User loads or enters into the Services and all results from processing such data.

GT1.8 "Defect" means a failure to operate substantially in accordance with the Documentation.

GT1.9 "Dispute" means any dispute or claim arising out of or related to this Agreement.

GT1.10 "Documentation" means the user instructions, user guides, training guides, manuals, or educational materials for the Products provided by Deltek for Customer's use.

GT1.11 "Effective Date" means the date of the last signature of an Order Form unless or otherwise defined in an Order Form.

GT1.12 "Export Controls" means all export control laws and regulations, such as the U.S. Export Administration Regulations and export control laws and regulations administered or enforced by the European Union, any European Union member country, or the UK Export Control Joint Unit, as well as those administered or enforced by the Australian Government.

GT1.13 "Marks" means registered or unregistered trademarks, service marks, trade names, logos, service names, or other proprietary markings.

GT1.14 "Misuse" means any use of the Products in disregard of any Documentation, other written instructions, warning messages, or known or reasonably anticipated adverse consequences.

GT1.15 "Order Form" means a document executed by Customer and accepted by the Deltek Partner to purchase Deltek Products and/or Professional Services, which will take precedence over any conflicting terms unless otherwise specified in this Agreement.

GT1.16 "Products" means collectively, Deltek's Software and Services offered to Customers.

GT1.17 "Professional Services" means Deltek consulting services, as identified on an Order Form.

GT1.18 "SaaS" means the Deltek application or applications provided as a service by Deltek but excluding Professional Services.

GT1.19 "Sanctioned Country" is a country or territory that is the target of comprehensive territorial or sectoral Sanctions, currently including Afghanistan, Belarus, Burundi, Central African Republic, Cuba, Democratic Republic of the Congo, Iran, Libya, Mali, Myanmar (Burma), North Korea, Somalia, Sudan, Syria, Ukraine (Crimea, Donetsk and Luhansk), Russia, Venezuela,

Yemen, and Zimbabwe, subject to change. Clarifications may be requested from LegalCompliance@deltek.com.

GT1.20 “Sanctioned Person” means any person or entity on the U.S. Department of Commerce’s Denied Persons List, the U.S. Department of Treasury’s List of Specially Designated Nationals and Blocked Persons, or with which dealings are restricted under Trade Controls.

GT1.21 “Sanctions” means any sanctions administered or enforced by the U.S. Department of the Treasury’s Office of Foreign Asset Control or the U.S. State Department, the United Nations Security Council, the European Union, any European Union member country, His Majesty’s Treasury, or by the Australian Government.

GT1.22 “Sanctions Target” is a target of any Sanctions, including persons listed on a Sanctions list or located, organized or resident in a Sanctioned Country.

GT1.23 “Services” means, collectively, any Deltek applications provided as SaaS that are ordered by Customer, including services provided under a maintenance plan but excluding Professional Services.

GT1.24 “Software” means the Deltek software products licensed to Customer by Deltek.

GT1.25 “Subscription Period” means the period during which Customer may use the Services, as specified in the Order Form. The Subscription Period begins on the Effective Date of the Order Form.

GT1.26 “Term License” means a license to use Software for a fixed period of time identified in an Order Form; the fixed period of time is the “Term.”

GT1.27 “Trade Controls” means export control and sanction requirements including without limitation the U.S. Export Administration Regulations, economic sanctions administered by the U.S. Department of the Treasury and export control and economic sanction requirements of other jurisdictions as applicable to the parties.

GT2 Reserved

GT3 Confidentiality

GT3.1 Recipient agrees to protect and hold all Confidential Information in confidence and in the same manner as Recipient protects the confidentiality of its own proprietary and confidential materials of similar kind, but in no event with less than a reasonable standard of care. Recipient

will only use Confidential Information for the purposes of this Agreement, related internal administrative purposes, and business discussions between the parties related to any Deltek Products. Recipient may only disclose Confidential Information to its affiliates, employees, contractors and business partners on a "need to know" basis, provided that they are bound by written confidentiality obligations no less stringent than those in this Agreement.

These confidentiality restrictions and obligations will remain in effect until the information ceases to be Confidential Information. If Customer participates in a Deltek-sponsored group event, this Confidentiality section shall apply to Confidential Information disclosed by any group participant, and Deltek may provide a copy of this Confidentiality section to any Discloser to enforce its provisions. Deltek recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.

GT3.2 Upon the request of Discloser, the Recipient shall promptly return all copies of the Confidential Information, and any documents derived from the Confidential Information, or at the Discloser's option, shall certify in writing that all copies of the Confidential Information and derivative documents have been destroyed. This obligation to return or destroy materials or copies thereof does not extend to automatically generated computer back-up or archival copies generated in the ordinary course of Recipient's information systems procedures, provided that Recipient shall make no further use of Confidential Information contained in those copies.

GT3.3 The Confidentiality obligations described above do not apply to information that:

1. is already known to Recipient at the time of disclosure,
2. is or becomes publicly known through no wrongful act or failure of the Recipient,
3. is independently developed by Recipient without benefit of Discloser's Confidential Information, or
4. is received from a third party which is not under and does not thereby breach an obligation of confidentiality.

GT4 Compliance with Law

GT4.1 Each party will be responsible for its own compliance with applicable law, as well as all legal requirements related to (a) use of the Products and Professional Services, (b) Export Controls and Sanctions (see GT4.3 and relevant Definitions), and (c) disclosure of data. Customer warrants to Deltek that it will collect, use, transfer and otherwise Process any Personal Data collected by or through the Products or that Customer discloses to Deltek under this Agreement in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments.

GT4.2 For purposes of Processing Personal Data subject to additional legal requirements, including, but not limited to Privacy Laws as defined in the Privacy Terms, Deltek and Customer agree that such Processing will be in accordance with the Deltek General Privacy Terms ("Privacy Terms") available at <https://www.deltek.com/DeltekGPT>. In the event of conflict between this Agreement and the Privacy Terms, the Privacy Terms shall prevail with respect to the parties' relative obligations under applicable Privacy Laws pertaining to the collection, Processing, and transferring of Personal Data. The capitalized terms in this Section have the meaning described in the Privacy Terms.

GT4.3 Customer warrants that (a) it is not a Sanctions Target; and (b) it is not designated on the Entity List administered by the U.S. Department of Commerce's Bureau of Industry and Security and is not a target of any similar Export Control restrictions. As a global company based in the United States, Deltek must comply with Export Controls and Sanctions applicable to its operations. Customer agrees that it will comply with all applicable Export Controls and Sanctions when using the Products and Professional Services; will not cause Deltek to violate Export Controls or Sanctions; will not allow use of the Products and Professional Services by any Sanctions Target; and will not otherwise use the Products and Professional Services to engage in or facilitate transactions with any Sanctions Target. Deltek reserves the right to refuse, suspend or cancel transactions, Product use or maintenance renewals for Export Controls and Sanctions compliance reasons.

GT4.4. Export Regulations. Customer acknowledges that Trade Controls may restrict use, disposition, export, reexport, transfer or other action taken with respect to the Products and any other goods, services, software and technical information provided in connection with this Agreement. Customer warrants and represents that it, its Affiliates, and anyone who uses the Software or Services on behalf of the Customer, (1) are not a Sanctioned Person and (2) none of Customer, its Affiliates, and anyone who uses the Software or Services on behalf of the Customer shall provide any items under this Agreement to a Sanctioned Person.

GT5 Limitation of Liability

GT5.1 EXCEPT FOR CUSTOMER'S VIOLATION OF THE TERMS OF ITS LICENSE OR THE USE RESTRICTIONS TERMS, OR INFRINGEMENT OF DELTEK'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT SHALL EITHER PARTY OR DELTEK'S LICENSORS BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, BUSINESS INTERRUPTIONS, LOSS OF REVENUE OR PROFITS, LOST MANAGEMENT TIME, SAVINGS, DATA OR GOODWILL, OR ANY PENALTIES, FINES OR EXPENSES.

GT5.2 EXCEPT FOR DELTEK'S OBLIGATIONS REGARDING INFRINGEMENT OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS, DELTEK'S AND ITS LICENSORS' TOTAL LIABILITY ON ANY CLAIM FOR ANY LOSS OR DAMAGE ARISING OUT OF, RESULTING FROM OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE PRODUCTS OR THE PROFESSIONAL SERVICES PROVIDED HEREUNDER SHALL NOT EXCEED THE TOTAL AMOUNT PAID OR PAYABLE TO DELTEK IN THE TWELVE (12) MONTHS PRIOR TO THE ACTION GIVING RISE TO THE LIABILITY WITH RESPECT TO THE PRODUCTS OR PROFESSIONAL SERVICES, RESPECTIVELY, GIVING RISE TO THE LIABILITY.

GT5.3 THE LIMITATIONS OF LIABILITY APPLY TO DAMAGES ARISING FROM ANY CAUSE OF ACTION WHATSOEVER, INCLUDING WITHOUT LIMITATION CONTRACT, WARRANTY, STRICT LIABILITY, TORT, OR NEGLIGENCE, EVEN IF SUCH LOSS OR DAMAGE WAS FORESEEABLE OR CONTEMPLATED BY THE PARTIES.

NOTWITHSTANDING THE FOREGOING, WITH RESPECT TO EVALUATION SERVICES AND EVALUATION SOFTWARE PROVIDED TO CUSTOMER, DELTEK'S AND ITS LICENSORS' TOTAL LIABILITY ON ANY CLAIM OF ANY KIND FOR ANY LOSS OR DAMAGE ARISING OUT OF, RESULTING FROM OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE EVALUATION SERVICES OR EVALUATION SOFTWARE DURING THE EVALUATION PERIOD SHALL NOT EXCEED FIVE HUNDRED DOLLARS (\$500.00).

GT5.4 ANY PERSON WHO IS NOT A PARTY TO THIS AGREEMENT SHALL HAVE NO RIGHT TO ENFORCE ANY TERM OF THIS AGREEMENT.

GT5.5 NOTHING IN THIS LIMITATION OF LIABILITY SECTION OR OTHERWISE IN THE AGREEMENT SHALL EXCLUDE OR IN ANY WAY LIMIT EITHER PARTY'S LIABILITY TO THE OTHER FOR (1) FRAUD, (2) DEATH OR PERSONAL INJURY CAUSED BY THAT PARTY'S NEGLIGENCE, OR (3) ANY LIABILITY TO THE EXTENT THAT IT MAY NOT BE EXCLUDED OR LIMITED AS A MATTER OF LAW.

GT6 Governing Law & Dispute Resolution

GT6.1 Governing Law

- A. **For Americas Customers:** This Agreement shall be governed by the Federal laws of the United States. The Uniform Computer Information Transactions Act (UCITA) shall not apply to this Agreement.
- B. **For all Customers:** The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

GT6.2 Dispute Resolution

When the End User (“Customer”) is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Deltek shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

GT7 Ownership

GT7.1 Products and Documentation.

- A. Deltek, its licensors and any applicable third parties retain ownership, title and all rights and interest, including, without limitation, to any intellectual property rights, Products, Documentation, Extensions, and Customizations, whether or not those rights are registered. Any copy, modification, revision, Correction, update, enhancement, adaptation, translation, or derivative work of or created from the Products or Documentation ("Derivative") shall be owned solely and exclusively by Deltek or its licensors or third parties, as applicable. To the extent permitted by applicable law, Customer assigns title, ownership, and all rights to Deltek in any Derivative. To the extent an assignment is not effective under applicable law, Customer grants Deltek an exclusive, perpetual, fully-paid, transferable, irrevocable license to use, reproduce, distribute, and commercialize the Derivative to the fullest extent permissible and effective under applicable law.
- B. Customer may not modify the Documentation except to the extent necessary to reflect more closely Customer's operations, provided, however, that Deltek shall retain all rights in any modified Documentation, and each party shall retain its confidentiality obligations with respect to any Confidential Information in the modified Documentation.

GT7.2 Marks. Customer agrees not to remove or replace any Mark from the screens on which the Software is displayed or the Subscription Services are viewed or accessed or any associated materials without Deltek's express written consent, and to reproduce all Deltek Marks on any copy or portion of any associated materials.

GT7.3 Copyright Notice and Commercial Computer Software Notice. The Products and Documentation are protected, with all rights reserved, under applicable copyright laws. Rights to use, modify, reproduce, release, perform, display or disclose the Products are as set forth in, and are subject to this Agreement.

GT7.4 Extensions. Deltek may provide tools with certain products to assist Customer in creating code to extend the functionality of the SaaS or Software, including custom reports or independently developed code extensions (“Extensions”). Whether developed by Customer,

Deltek, or a third party on behalf of Customer, Extensions may not function properly after the underlying SaaS or Software is updated. Customer is responsible for testing Extensions following updates to the SaaS or Software and for all necessary corrections to the Extension to function with updated versions of the SaaS or Software. Deltek has no obligation to fix, repair or otherwise make functional any Extensions that do not function properly after a SaaS or Software update; and Deltek shall retain ownership of Extensions created by Deltek, subject to Deltek's confidentiality obligations to Customer. In addition, Deltek may develop and incorporate into the core product functionality similar to or the same as Extensions created by or for a Customer, and Customer has no right or remedy against Deltek for Deltek's development of such functionality. SaaS and Software Extensions are excluded from the maintenance and support, warranty, and infringement terms in the Agreement.

GT8. Deltek Indemnification for Infringement

- A. Deltek will have the right to intervene to defend Customer with counsel of Deltek's choosing against any action based on a third party claim ("Claim") alleging that the Product or Documentation infringes or misappropriates a patent, copyright, trade secret, or other intellectual property right in the applicable jurisdiction of any third party. Customer may retain counsel at its own expense subject to GT8(B). Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.
- B. Deltek will indemnify Customer for damages finally awarded against Customer, arising from any such Claim; provided, however, that
 - i. Customer gives Deltek prompt written notice of such Claim,
 - ii. Customer fully cooperates with Deltek in the defense and settlement thereof,
 - iii. Deltek is given full control of the defense of such Claim and any settlement or compromise thereof, and
 - iv. Customer complies with Deltek's direction to cease using any Product that in Deltek's reasonable judgment may be ruled to cause an infringement of a third party's intellectual property rights.
- C. Customer may retain counsel at its own expense subject to GT8(B) but such expense shall not be included in Deltek's indemnity obligation. Deltek will not agree to any settlement of any claim that requires payment by Customer to a third party, without Customer's consent.
- D. If Customer's use of the Product or Documentation is impacted as a result of an infringement or misappropriation Claim or if Deltek believes such a Claim is likely, then Deltek may, at its option and expense, either (i) procure for Customer the right to continue using the Product or Documentation, or (ii) replace or modify the Product or Documentation so that it no longer infringes or misappropriates a patent, copyright, or trade secret. If Deltek deems (i) or (ii) not feasible, Deltek will terminate all Software licenses or Services rendered unusable and return the unused portion of the fees paid (determined, in the case of Software licenses, by depreciating the license fees paid on a straight-line basis over thirty-six (36) months) by Customer for the Product or Documentation.
- E. Deltek shall have no liability to Customer if the Claim is based upon or arises out of
 - i. use of any third party products or services,
 - ii. modification of the Product or Documentation by Deltek based on Customer's specifications,

- iii. Customer's violation of the terms of this Agreement, or
 - iv. third party content.
- F. THIS SECTION STATES CUSTOMER'S SOLE REMEDY AND DELTEK'S SOLE LIABILITY WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.

GT9 Termination

GT9.1 Termination for Breach. When the End User ("Customer") is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Deltek shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

GT9.2 Upon termination for any reason, all Products granted under this Agreement shall immediately terminate. The accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected. Termination shall not release Customer from any obligation to pay all fees due and payable up to the effective date of termination.

GT10 Miscellaneous

GT10.1 Excusable Delays. In accordance with MAS Contract Clause 552.212-4(f), in no event shall either party be liable to the other for any delay or failure to perform hereunder due to causes beyond the reasonable control of that party. Failure to make payment under this Agreement shall not be considered an excusable delay.

GT10.2 Publicity. Neither party will issue any press release, advertising, nor other public materials that use the Marks or refer to the other party or Deltek's licensors, the existence of this Agreement, the Products or the Professional Services provided without the other party's prior written consent. Notwithstanding anything to the contrary herein, either party may identify the other party or disclose the existence of this Agreement to its attorneys, auditors and in connection with regulatory filings.

GT10.3 Feedback. Customer's comments, suggestions, or other feedback are provided voluntarily, and Deltek may use any feedback as it sees fit. Deltek acknowledges that the ability to use any Feedback provided as a result of this Agreement in advertising is limited by GSAR 552.203-71.

GT10.4 Binding Effect. This Agreement shall be binding upon the parties and their respective legal successors and permitted assigns.

GT10.5 Assignment and Transfer. Except as otherwise stated, Customer may not in whole or part, assign, transfer, novate, subcontract or sublicense this Agreement or any right or obligation under it except with Deltek's prior written consent, and any assignment made in violation of this provision shall be invalid. Transfer or assignment requests are at Deltek's discretion.

However, Customer may assign all Products acquired under this Agreement, without Deltek's written consent, to any successor in interest by way of merger or the acquisition of substantially all of Customer's assets; provided that

- i. assignor's account with Deltek is current at the time of assignment,
- ii. assignee is not a direct competitor of Deltek, and
- iii. assignee will be bound by Deltek's standard then-current terms and conditions of this Agreement, including any Product-Specific Terms applicable to the Product transferred.

GT10.6 Reserved

GT10.7 Entire Agreement. This Agreement is the entire agreement between Customer and Deltek relating to the specific Products and/or Professional Services described in an Order Form and supersedes all prior or contemporaneous oral or written communications, proposals and representations relating to such. Notwithstanding the foregoing, this Agreement does not affect any prior or separate agreement between the parties for any other Products or Professional Services. Any purchase order, terms, or other document issued by the Customer will be for administrative purposes only and any such terms will not alter or supplement this Agreement. Except as explicitly set forth herein, this Agreement will not be modified by any other act, usage, custom, or course of dealing and any document seeking to modify this Agreement must be agreed to by both parties. Unless otherwise agreed in writing or as otherwise set forth herein, this Agreement (1) does not terminate or change the Customer's rights or obligations of any prior Deltek agreement for Deltek Products of another type that have not been ordered under this Agreement, and (2) supersedes any "clickwrap" license incorporated in the Software.

GT10.8 Severability. If any provision of this Agreement is illegal or unenforceable in any jurisdiction, that provision shall remain effective with respect to any jurisdiction in which it is legal and enforceable, and the remainder of this Agreement will remain valid and enforceable anywhere.

GT10.9 Notices. Notices will be deemed effectively given:

- a. when received, if delivered by hand, with signed confirmation of receipt;
- b. when received, if sent by a nationally recognized overnight courier, signature required;
- c. when by e-mail, with confirmation of receipt, if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and
- d. on the fifth (5th) day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

Notices to Deltek must be sent to Deltek, Inc., 2291 Wood Oak Drive, Herndon, VA 20171, Attention: General Counsel, or by email to contractsgroup@deltek.com and to Customer via email to the primary contact with Deltek.

All communications and notices pursuant to this Agreement must be in the English language.

GT10.10 Deltek Amendments to Agreement. Deltek may amend the non-material terms of this Agreement from time to time and such amendments will be effective as follows: i) on the date of posting by Deltek when amendments are required by applicable law or additions or modifications to the Products that Deltek makes available to all Customers; and, ii) on the date of Customer's next contract event for amendments that do not fall under i) above. For clarification purposes, a contract event includes, but is not limited to, new Product/expansion Order Forms and renewals for Term License, Subscription Period, and maintenance and support terms.

GT10.11 Waiver. A failure or delay of either party to this Agreement to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of any provision of this Agreement. No waiver will be effective unless made in writing and signed by an authorized representative of the waiving party.

GT10.12 Survival. Terms regarding payment, termination, ownership, intellectual property rights, warranties, limitations of liability, governing law, dispute resolution, confidentiality, severability, waivers, and audit will survive the expiration or termination of this Agreement.

GT10.13 E-mail Communications. Each party shall comply with the U.S. CAN-SPAM Act of 2003, 15 U.S.C. §§ 7701-7713 ("CAN-SPAM Act") and similar legislation when applicable. Customer consents to receiving email messages from Deltek that may constitute "commercial e-mails" under the CAN-SPAM Act. Customer may at any time "opt out" of receiving future emails from Deltek.

GT10.14 Independent Contractor. Each party is at all times acting as an independent contractor under this Agreement and not as an agent, employee, joint venturer or partner of the other.

GT10.15 Customer agrees to the terms of this Agreement and represents that the signatory signing on behalf of Customer has authority to enter into this Agreement.

SOFTWARE LICENSE TERMS

SL1 License-specific Definitions. In addition to the definitions below, the Software License Terms uses terms defined in the General Terms.

SL1.1 “Concurrent User” means the maximum number of users who may be logged on to the Software at the same time.

SL1.2 “Employee” means:

- A. for Deltek Cobra, Deltek MPM, Deltek wInsight Analytics, Deltek wInsight, or Deltek Open Plan, any full-time, part-time, or seasonal employee (including independent contractors) who is paid directly by Customer or Customer’s third party staffing providers;
 - i. Customer may use the Software without being subject to User Limits and such use may be by all of Customer’s Employees subject only to the limitations in growth in Customer’s Employee count as set forth herein. An Employee License will cover the number/level of Employees in place at the Effective Date (“Existing Employees”) as listed and verified by Customer on the Order Form. If the number of Customer’s Employees increases to an amount in excess of one-hundred ten percent (110%) of the number of Existing Employees, Customer acknowledges that the Employee License shall be subject to expansion at Deltek’s then current prices. Once such expansion is documented, the then-current number of Customer’s Employees will become the new number of Existing Employees, and a subsequent expansion will be required in the event of any subsequent increase in Employees to an amount in excess of one-hundred ten percent (110%) of the new number of Existing Employees. Customer will provide, upon request by Deltek, a verified statement of Customer’s current Employee count.
 - ii. “User Limit” means, as applicable, the maximum number of users, as identified by License type in the applicable Order Form, permitted to access and use the Software for Customer’s internal business purposes.

SL1.3 “Instance” means a running copy of the Software.

SL1.4 “License Fees” means the fees paid for Software licenses. License Fees do not include maintenance (except Term License fees) or Professional Services fees.

SL1.5 “Licensed Location” means the physical location where the server-installed portion of the Software is or will be installed on equipment that Customer owns, leases, or otherwise controls.

SL1.6 “Named User” means anyone whom Customer has authorized to use the Software by issuing an access code.

SL1.7 “Web Portal Authorized User” means collectively, any employees, contractors or agents of Customer that require access to any of the following web portal applications solely for

purposes of submission, verification of, and reporting on data submitted to and managed by Customer: Deltek PM Compass, Deltek wInsight products and Deltek Acumen Touchstone.

SL2 Delivery. Deltek will deliver Software, Documentation, and updates via electronic transmission (i) from a server in the United States, FOB shipping point (UCC) for Customers in the United States, or (ii) from a server outside the United States, FCA shipping point (Incoterms 2010) for all other Customers. Software license sales are final and deemed accepted upon delivery.

SL3 License

SL3.1 Deltek grants to Customer a license to use the Software and Documentation, specified in an Order Form, subject to the terms and conditions of this Agreement ("License").

SL3.2 Customer may not use or permit use of the Software or Documentation for more than the Customer's current number of Licensed users. Customer may not permit use of the Software by anyone other than

1. Customer's employees or users
2. third party personnel contracted to operate the Software on behalf of Customer,
3. Customer's disaster recovery vendor,
4. an Affiliate, or
5. a Web Portal Authorized User.

Customer may copy or incorporate portions of the Documentation or "screen shots" of the Software in training materials for Customer's internal use only, provided that the incorporated materials shall bear a notice of Deltek's copyright.

SL3.3 Customer shall not, and shall not permit any third party to

1. use the Software or Documentation to provide services for any third party that is not an Affiliate,
2. make copies of the Software or Documentation except as permitted in this Agreement,
3. reverse engineer, disassemble or reverse compile the Software,
4. sell, let for hire, sublicense, distribute, give away or otherwise supply to a third party any of the Software or Documentation,
5. use the Software or Documentation to create any computer software program, training materials or user documentation that is substantially similar to the Software or Documentation,
6. make Derivatives of the Software or Documentation, except as permitted by this Agreement,
7. if applicable, use the Software without having the Dongle Key (if delivered with the Software) connected to the desktop personal computer or network on which the Software is installed,
8. use or make the Software available on a service bureau or time sharing basis, or
9. publish any results of benchmark tests run on the Software.

SL3.4 For “Named User” licenses, Customer must have an appropriate number of licenses for all users who accesses the Software. Each Named User must have a unique username and password, and user login information may not be shared, transferred, or disclosed or be used by any other party. In addition, Deltek’s database and associated database tools may not be modified, adapted, or customized, unless such modification, adaptation, or customization is provided as a feature of the Software.

SL3.5 Use rights by "Affiliates" in this License Section shall apply only to Software that has the functionality to support an Affiliate.

SL3.6 For any Licenses that are designated as “read-only,” Customer end users are licensed to access data only and are prohibited from modifying or adding any data in the applicable Software.

SL3.7 Except as otherwise provided, Customer shall install one Instance of the server portion of the Software only at the Licensed Location.

SL3.8 Customer shall be liable to Deltek for any damages resulting from any violation of the terms of this Agreement by any party that Customer permits to use the Software or Documentation.

SL3.9 The License restrictions contained in this License Section shall not apply to the extent such restrictions violate laws that cannot be pre-empted in a license agreement or contract ("Mandatory Laws"). If Customer believes that it has rights to act against or outside this Agreement based on Mandatory Laws, Customer shall not exercise such rights unless and until it has provided thirty (30) days prior notice to Deltek, and Deltek, at its full discretion, has not provided an alternative remedy.

SL3.10 Upon Customer's installation of updates of Software in a production environment, the Software and Documentation Licenses granted under this Agreement will apply to the update, and the Software and Documentation Licenses related to the earlier version or release shall terminate.

SL3.11 Deltek Software may incorporate or be provided to Customer with third party software. Any third party software is licensed solely for use with the Deltek Software with which it is delivered and is governed by this Agreement. Customer shall have or obtain Licenses for any third party software needed to be consistent with any Professional Services provided to Customer.

SL4 License Termination. Customer may terminate any Software License at any time by (1) notifying Deltek in writing and (2) destroying or returning to Deltek, at Deltek's option, all copies of the Software and Documentation.

SL4.1 Within thirty (30) days after the termination or non-renewal of a License, a corporate officer of Customer shall certify:

1. that Customer has ceased all use of and destroyed all copies of the Software and Documentation;
2. that any data that is retained in formats only readable by the Software will not be accessible; and
3. that all rights to use the Software and Documentation have been terminated and that any further use of the Software or Documentation, including copies, is unauthorized and would be in violation of Deltek's rights.

SL4.2 Termination of any License shall not relieve Customer of its obligations to pay any amounts owed to Deltek through the effective date of termination.

SL5 Relocation. Customer may change the Licensed Location with Deltek's prior written consent and subject to applicable relocation fees and may operate the Software concurrently at the old and new Licensed Locations for a period of not more than ninety (90) days without having to obtain an additional License.

SL6 License Assignment or Transfer. To effectuate an assignment of Software licenses made pursuant to the terms of this Agreement, the assignee shall provide evidence of the transaction and, if applicable, shall convert, true up, expand, transfer, or relocate the assigned Licenses subject to Deltek's then-current GSA Multiple Award Schedule (MAS) fees. For example, where assignee is an existing Deltek customer, consolidation of the assigned Licenses with assignee's current Licenses may require a true-up to provide identical product configurations in order for Deltek to issue a consolidated license key (depending on the Software), as well as a single consolidated agreement covering all assigned and existing licenses.

SL7 Non-Production Instances

SL7.1 Test, Development, and Training Instance. Customer may use one Instance of the Software in a non-production environment solely for Customer's internal testing, development, and training purposes. Customer's installation and use of the Software for these purposes is limited to the same number of licensed users as permitted under the applicable Order Form and this Agreement.

SL7.2 Disaster Recovery and Archival Instance. Customer may make back-up copies of the Software as necessary for use in disaster recovery and archival purposes, provided that the copies are kept in a secure location and not used for production purposes. Additional Licenses for non-production Instances may be purchased by Customer subject to the terms of the Agreement.

SL7.3 Support on Non-Production Instances. Support for non-production Instances of Software under a current maintenance plan will be limited to set up.

SL8 Term Licenses. Applicable Term License terms take precedence over any conflicting terms in the rest of this Agreement. The following terms apply where Software is licensed hereunder for the term identified in the Order Form.

SL8.1 Maintenance for Term License Software is included in the Annual Term License Fee. Maintenance ceases if the Term License expires and is not renewed.

SL8.2 The Term License Software may be renewed for additional twelve (12) month periods by executing a written order for the renewal term.

SL8.3 Co-Termination. For multi-year Term Licenses, the first invoice will be for either the first twelve (12) months of the Term or the portion thereof to correspond with the term for other term products, at Deltek's option. The Term for expansions (additional users of current Term License Products) will be for the same Term as the Customer's Product for which more users are being added. For add-ons (Term Licenses for additional Products) the Term will be pro-rated to correlate with Customer's current Term License period for other products.

Except for adjustments related to increases in the applicable number of Named Users, the Term License Fee will not be increased during any twelve-month term.

SL9 Reporting. No later than thirty (30) days after each anniversary of the Effective Date, Customer will provide Deltek with a report of the numbers of Employees, User IDs and Named Users, as applicable, for each item of Software licensed to Customer during the prior twelve-month period. Any Customer with a commitment to have licenses for all employees will also report the total number of employees for Customer and Affiliates covered by that commitment.

SL10 Audit Rights. Customer will keep accurate records of the number and location of copies of the Software made and distributed, and the number, license types and locations of users of the Software. Deltek may enter Customer's premises during business hours on reasonable advance notice and subject to Government security requirements for the purpose of examining, or having examined, Customer's relevant books, records, disaster recovery plan and computers to verify Customer's compliance with this Agreement. Deltek will be subject to reasonable rules and regulations regarding access to the Customer's facilities that are provided to Deltek in advance of the audit. Audits will be at Deltek's expense. Deltek may provide the audit results to its licensors when required by the licensors.

SL11 Reserved

SL12 Software Warranty

SL12.1 Warranty. Deltek warrants that the Software will be free from Defects for a period of one year from the date of initial delivery of the Software specified in an Order Form, for the initial term only in the case of Term Licenses ("Software Warranty Period"), when the Software is used in accordance with the Documentation. The Software Warranty Period may differ for specific Software in the Product-Specific Terms or in an Order Form. Deltek further warrants that it has not introduced into the Software any feature designed to damage or erase the Software or data. The Software may contain license protection features that limit access to the Software to the use permitted under this Agreement. Customer shall not circumvent or render inoperative any such protection features. To be valid, a warranty claim must be in writing and submitted to Deltek within the Software Warranty Period. If, during the Software Warranty Period, Customer believes that the Software has Defects, Customer shall promptly notify Deltek in writing, describe with specificity any such Defect, and provide a listing of output and such other data as may be required by Deltek to reproduce the Defect. Customer's exclusive remedy and Deltek's sole liability for Software performance under this software warranty will be (1) to use reasonable efforts to correct any such Defects and supply Customer with a Correction as soon as reasonably practicable, or (2) if Correction or replacement is not reasonably achievable by Deltek, to terminate Customer's License(s) for the affected Software and refund the License Fee paid upon Customer's certification that all copies of the Software have been returned or destroyed. The foregoing Software Warranty does not apply to Evaluation Licenses.

SL12.2 Warranty Exceptions and Exclusions. The express warranties set forth in this Limited Warranties Section do not apply to errors or malfunctions caused by (1) Customer's equipment, (2) software not licensed from or approved in writing by Deltek, (3) Misuse, (4) Customer's failure to use or implement Corrections or updates, (5) use of the Products in combination with materials or hardware not provided, specified or approved in writing by Deltek, (6) improper installation by Customer, any third party personnel contracted to operate the Software on behalf of Customer or, or a third party not authorized in writing by Deltek, or (7) any other cause not directly attributable to Deltek. These limited warranties shall be void if Customer or any third party modifies or changes the Products in any way beyond the scope of the configuration options contained in the Products. Deltek will not be required to maintain compatibility between the Deltek Products and any other software (other than Deltek-supported third party software) except as otherwise agreed in writing.

SL12.3 Personal Warranties. All warranties described above are personal to and intended solely for the benefit of the Customer and do not extend to any third party, including Affiliates.

SL12.4 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTIES SECTION AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER DELTEK NOR ITS LICENSORS MAKE ANY EXPRESS, IMPLIED OR STATUTORY WARRANTIES,

TERMS, CONDITIONS, OR REPRESENTATIONS INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. DELTEK DOES NOT WARRANT OR REPRESENT THAT THE PRODUCTS WILL BE TIMELY, COMPLETE, RELIABLE, ADEQUATE, ACCURATE, USEFUL, SECURE OR ERROR-FREE. ALL MOBILE APPLICATIONS AND SOFTWARE DOWNLOADS ARE PROVIDED AS-IS WITH NO WARRANTY AND DELTEK ACCEPTS NO LIABILITY FOR ANY DAMAGES DIRECTLY OR INDIRECTLY CAUSED BY SUCH APPLICATIONS OR DOWNLOADS.

SL13 Reserved

SL14 Security. Customer is solely responsible for verifying that its Named Users are properly authorized to access Customer systems in accordance with applicable law, regulatory requirements, and obligations under this Agreement. Deltek assumes no responsibility to verify nor will it contest Customer's representation that its Named Users are properly authorized to access Customer systems; therefore, Deltek assumes no responsibility for access granted improperly by Customer to unauthorized parties. Each party will use reasonable efforts to take prompt remedial measures to rectify such unauthorized access to the extent within its control. Each party, upon the discovery of a credible security threat from a malicious actor that could threaten the security and integrity of the other party's network, may immediately disconnect any remote connections to the other party's network until such time as the threat has been eradicated and recovery and restoration is at an acceptable level as determined by mutual agreement of the parties. Upon disconnection, the party will provide notice to the other party without undue delay. During the term of any disconnection, the parties shall maintain ongoing communications regarding the provisioning of the Software and/or Services.

SL15 Maintenance and Support

SL15.1 Maintenance. During any period for which Customer has made the required maintenance payment or payment for any Software that includes maintenance, Customer shall be entitled to receive the following from Deltek:

1. updates;
2. Defect Correction (as described below);
3. Support (as determined by your specific support plan located on the Order Form or maintenance invoice); and
4. a subscription to Deltek's online support network.

SL15.2 Defect Correction.

Customer shall document and report suspected Defects in the Software using the Deltek hotline or the Deltek Customer Care support site. If Deltek confirms the Defect, Deltek will use

commercially reasonable efforts to provide a Correction to confirmed Defects. Corrections will only appear in the most recent release of the Software. Deltek will continue to support prior Software releases for no more than six months after the most recent release. Deltek reserves the right to decline Customer maintenance/support requests that could be resolved by reference to the Documentation. Customer will take all reasonable steps to carry out procedures for the implementation of Corrections and updates.

SL15.3 Support.

Customer's Order Form, support invoice, or online support profile will show which support offering Customer is subscribed. For all support offerings, Deltek will provide support assistance to allow Customer to report problems and seek assistance in the use of the Software during Deltek's standard support hours. Deltek may require direct system access in order to provide support. Customer acknowledges that if it declines to provide required access, Deltek may not be able to resolve an issue. For additional information on Deltek's support plans, please refer to www.deltek.com/en/support/customer-care or Deltek's Customer Support Guide.

SL15.4 Excluded Items.

Deltek's maintenance and support obligations shall not include:

- A. providing assistance (beyond an initial communication) or consulting time relating to problems, caused by (i) malfunction or failure of the computer system and communications network on which Customer has installed and is using the Software, (ii) software not licensed pursuant to this Agreement, (iii) Misuse, (iv) improper installation or configuration by Customer, third party consultants, or support contractors, (v) failure to incorporate updates or Corrections, or (vi) any other cause not attributable to Deltek;
- B. providing training covered in formal training classes;
- C. performing Professional Services that would normally be provided at Customer's business location;
- D. development or support for any Software Customizations, custom reports or Extensions unless otherwise explicitly agreed in writing;
- E. database schema changes, or supporting application program interfaces ("APIs") not provided or approved by Deltek;
- F. supporting hosting providers not certified by Deltek;
- G. providing services or support for installation and testing of updates or Corrections; or
- H. issues covered by Deltek's training guides e-learning modules, training kits, "train the trainer" programs or other learning resources provided by Deltek.

If Deltek notifies Customer that a problem, error or malfunction for which Customer has requested maintenance is not covered, Deltek will work with Customer to develop a mutually agreed SOW under which Deltek will perform such services at Deltek's then-current rates.

SL15.5 Maintenance Term and Termination.

Maintenance may be renewed for an additional period of twelve (12) months by executing a written order. The Maintenance Fee is based on Customer's specific product mix at the time of purchase, as well as future Product add-ons (bundled maintenance), and is subject to annual price adjustments upon renewal. Customer cannot reduce or cancel maintenance on any portion of Product (unbundling maintenance). Notwithstanding the foregoing, at its discretion, Deltek may allow Customer to reduce the number of Customer's licensed Software user or modules supported under its maintenance and support plan ("Downgrade" with the affected Software as "Downgraded Software"). The Downgrade is effective beginning on the start of Customer's next annual maintenance renewal. Following the effective date of the Downgrade, Customer acknowledges that further use of the Downgraded Software is unauthorized and would be in violation of Deltek's rights. The post-Downgrade Maintenance Fee will become effective on Customer's next maintenance renewal date. Downgrade of any Software shall not relieve Customer of its obligation to pay any amounts currently due Deltek and shall not entitle Customer to a refund of any amounts previously paid or due under this Agreement. On the effective date of the Downgrade, Deltek will send Customer a new LIC.SQL or DBF file or other codes (depending on the Software) reflecting the reduced number of users supported for Customer's applicable Software. Once the new license key is installed, Customer will provide a screenshot of the License Information screen from within the Software. If evidence is not provided within 15 business days of the Downgrade effective date, the Downgrade may be cancelled.

Any reinstatement of terminated maintenance is at Deltek's discretion and subject to then-current maintenance terms and fees.

SL16 Product-Specific Terms

The terms below are added to the Agreement ONLY for Customers who have purchased one of the Products listed below. If one of your Products is not listed below, these Product-Specific Terms are deemed deleted from the Agreement. If one of your Products is listed below, then the terms for that specific Product are expressly added to the Agreement.

DELTEK ACUMEN LICENSE TERMS

Deltek Acumen Products

- A. **License Types:** Use of the Software is solely for Customer's internal business purposes.
1. **"Concurrent Pool User"** means the maximum number of users (x) out of the total License pool (y) who may be logged on to the Software at the same time. For example, an x:y License of 5:10 allows 5 users to be logged on to the Software at the same time out of a total License pool of 10 users.

2. **“Employee”** means Customer's employees and contractors who use a common domain.
 - i. **“Employee”** means Customer may use the Software without being subject to User Limits and such use may be by all of Customer's Employees subject only to the limitations in growth in Customer's Employee count as set forth herein. An Employee License will cover the number/level of Employees in place at the Effective Date (“Existing Employees”) as listed and verified by Customer on the Order Form. If the number of Customer's Employees increases to an amount in excess of one-hundred ten percent (110%) of the number of Existing Employees, Customer acknowledges that the Employee License shall be subject to expansion at Deltek's then current prices. Once such expansion is documented, the then-current number of Customer's Employees will become the new number of Existing Employees, and a subsequent expansion will be required in the event of any subsequent increase in Employees to an amount in excess of one-hundred ten percent (110%) of the new number of Existing Employees. Customer will provide, upon request by Deltek, a verified statement of Customer's current Employee count.
 - ii. **“User Limit”** means, as applicable, the maximum number of users, as identified by License type in the applicable Order Form, permitted to access and use the Software for Customer's internal business purposes.
3. **“Named User”** means anyone whom Customer has authorized to use the Software by issuing an access code. For “Named User” Licenses, Customer must have an appropriate number of Licenses for all users who access the Software. Each Named User must have a unique username and password, and user login information may not be shared, transferred, or disclosed or be used by any other party except that Customer may internally transfer a “Named User” License once per quarter during each Maintenance and Support Period.
4. **“Server Named User”** means anyone whom Customer has authorized to access the Software solely through Customer's server by issuing an access code. For “Server Named User” Licenses, Customer must have an appropriate number of Licenses for all users who access the Software through Customer's server. Each Server Named User must have a unique username and password, and user login information may not be shared, transferred, or disclosed or be used by any other party except that Customer may internally transfer a “Server Named User” License once per quarter during each Maintenance and Support Period. In no event may Customer issue a Server Named User License in violation of Trade Controls and Deltek's Export Regulations.

DELTEK COBRA LICENSE TERMS

AI Feature Terms. Your version of Cobra may include certain artificial intelligence ("AI") features such as narrative score, data summarization, AI-powered chat or search, and contractual analysis capabilities. THESE AI FEATURES ARE PROVIDED STRICTLY ON AN “AS IS,” “AS AVAILABLE” BASIS, AND CUSTOMER'S USE OF SUCH FEATURES IS AT CUSTOMER'S SOLE RISK. These AI features include content generated by artificial intelligence and Deltek does not independently verify the accuracy of such content. Customer acknowledges that content from AI features may contain inaccuracies or errors and that Customer is responsible for independently reviewing and verifying its accuracy.

DELTEK PM COMPASS LICENSE TERMS

AI Feature Terms. Your version of PM Compass may include certain artificial intelligence ("AI") features such as narrative score, data summarization, AI-powered chat or search, and contractual analysis capabilities. THESE AI FEATURES ARE PROVIDED STRICTLY ON AN “AS IS,” “AS AVAILABLE” BASIS, AND CUSTOMER'S USE OF SUCH FEATURES IS AT CUSTOMER'S SOLE RISK. These AI features include content generated by artificial intelligence and Deltek does not independently verify the accuracy of such content. Customer acknowledges that content from AI features may contain inaccuracies or errors and that Customer is responsible for independently reviewing and verifying its accuracy.

DELTEK PROPRICER LICENSE TERMS

AI Feature Terms. Your version of ProPricer may include certain artificial intelligence ("AI") features such as data summarization, AI-powered chat or search, and contractual analysis capabilities. THESE AI FEATURES ARE PROVIDED STRICTLY ON AN "AS IS," "AS AVAILABLE" BASIS, AND CUSTOMER'S USE OF SUCH FEATURES IS AT CUSTOMER'S SOLE RISK. These AI features include content generated by artificial intelligence and Deltek does not independently verify the accuracy of such content. Customer acknowledges that content from AI features may contain inaccuracies or errors and that Customer is responsible for independently reviewing and verifying its accuracy.

TIP SOFTWARE LICENSE TERMS

- A. Definitions:
1. "Concurrent Users" means the number of simultaneous Software users logged on to one or more Software modules at any given time. Each unique combination of logged on user ID and workstation ID, regardless of the number of modules executing per user ID, constitutes a concurrent user within the logged on database use key.
 2. "Testing Purposes" means testing of the Software or any components, modules, upgrades or modifications thereto.
- B. Training and/or Test Use: Solely for use by Customer for its internal training and/or test purposes at Licensee's site, and not for production purposes, Customer may use the Software and the training/test enabling key provided to Customer by Deltek to create and access databases containing sample data for training purposes only ("Training Databases") and to create databases containing test data for Testing Purposes only ("Test Databases") residing on servers at Customer's site. The use described in this subparagraph is subject to a twenty (20) Concurrent User limit for each such database.
- C. Audit: Promptly upon Deltek's request, but not more often than quarterly, Customer shall provide to Deltek, in accordance with Deltek's written instructions, the unaltered contents of certain data files maintained by the Software relating to the number of Concurrent Users using the Software. The Access Control Module contains a Concurrent User count function that automatically collects Concurrent User data. Customer may be required to provide reports upon Deltek's request. Deltek may also access such data files in connection with any on-site or remote maintenance service Deltek may perform on the Software. If Customer exceeds the allowable Concurrent User limit, Deltek at its sole discretion may require Customer to purchase licenses for additional Concurrent Users at Deltek's then current license fees and reimburse Deltek for back maintenance fees, audit costs, and any other applicable fees.

DELTEK WINSIGHT ANALYTICS LICENSE TERMS

Deltek wInsight Analytics

- A. Definitions
1. "Administrator" means an individual with the limited right to access the server to perform the following administrative functions: installation, running load processes, setting up users and security. Individuals who are Administrators are not counted as Basic Users.
 2. "Base Package" is a set of pre-defined earned value metrics and analytics leveraging data contained in the Deltek wInsight Analytics database. The Base Package is required for Deltek wInsight Analytics.
 3. "Basic User" means a user with the right to access content via browser, desktop, or mobile application. A Basic User may add new tabs and dashboard objects via the web or desktop interface.
 4. "Deltek wInsight Analytics" is the latest release of the product formerly known as wInsight or Deltek wInsight. This release contains a new analytics module that leverages

Third Party Software. The number of licensed users is governed by this Agreement and any applicable Order Form.

5. "Host Application" means any Deltek Software, Third Party Software, and ISV Software sold by Deltek for use with Deltek wInsight Analytics.

B. License Terms

1. The Base Package includes one server license to support Customer's licensed user base. The Base Package server license will be granted for the total number of Named User Licenses as described above. Licenses for additional standard servers may be requested for creating clusters of servers that are used to improve the overall performance of the Software.
2. The number of licensed users allowed is governed by this Agreement and any applicable Order Form.
3. Customer may not use the Deltek wInsight Analytics module to access data from other sources except as described below; i.e., Customer may only create new analytics and import data from the Host Application. However, supporting data can be imported from spreadsheets, Microsoft Project and ASCII files, regardless of source.
4. Customer may not assign any License to Deltek wInsight Analytics in whole or in part.
5. Deltek wInsight Analytics is Third Party Software powered by Qlik. Customer has the right to use wInsight Analytics to access data outside of Deltek wInsight Analytics so long as the third party data sources are used in conjunction with Deltek wInsight Analytics (i.e. used in the same dashboard model (qvw file)). Using wInsight Analytics another other way is prohibited, such as creating a new dashboard model that does not use Deltek wInsight Analytics data. The license is for a single installation unless otherwise noted in an Order Form.
6. Deltek warrants that for the first one hundred twenty (120) days from the date of initial delivery, for the initial term only for Term Licenses ("Software Warranty Period"), the Software will operate in substantial accordance with the applicable Documentation, as it exists at the date of delivery, when the Software is used in accordance with that Documentation. This Software Warranty Period begins upon the initial delivery of the Software.
7. If Customer does not have a written agreement executed by both parties governing its Deltek wInsight Software when upgrading to Deltek wInsight Analytics, this Agreement applies to Customer's Deltek wInsight and Deltek wInsight Analytics Software and replaces any prior wInsight agreements.

SAAS TERMS

ST1 Definitions. In addition to the definitions below, the SaaS Terms uses terms defined in the General Terms.

ST1.1 "Administrator" means an appointed employee of Customer with the ability to make service requests plus rights to reset an administrative password with respect to the Services. Customer will have one Administrator.

ST1.2 "Authorized User" means an individual who is authorized by Customer to access and use the Services, who must be (i) Employees of Customer, (ii) Employees of an Affiliate, or (iii) third party personnel contracted to operate the Services on behalf of Customer. Customer is responsible for verifying that its Authorized Users are properly authorized in accordance with applicable law, regulatory requirements, and obligations under this Agreement.

ST1.3 "Employee" means:

1. for Deltek Costpoint-related Services, any full-time, part-time, or seasonal employee who is accounted for in the employee master file contained in the Services;
2. for Deltek Maconomy-related Services, any active full-time, part-time or temporary/seasonal employee required by Customer to record time in the Services, excluding independent contractors, subcontractors, and inactive or terminated employees. Customer is required to have a Subscription for every person that enters data in the Services;
3. for Deltek Vision, Deltek Vantagepoint and Deltek Ajera-related Services, any active, or inactive full-time, part-time or seasonal employee, or subcontractor who will be accounted for in the employee information center, excluding terminated employees. For these products, "Subcontractor" means any non-employee who will be accounted for in the employee information center for the purposes of entering time and expenses against projects;
4. for Deltek Project Information Management (PIM) (formerly Union Square) related products, any active or inactive full-time, part-time or seasonal employee of Customer or an Affiliate of Customer.

ST1.4 "Named User" means anyone Customer has authorized to use the SaaS by issuing an access code. A Named User is an Authorized User.

ST1.5 "SaaS Instance" means one production environment with associated non-production environments as defined by the SaaS Subscription.

ST2 Services Rights & Subscription Period. Deltek grants to Customer a non-exclusive, non-transferable, non-sublicenseable right to access and use the Services described in the Order Form for Customer's internal use (meaning for purposes which do not directly produce revenue for Customer) during the Subscription Period. Customer shall have no right to receive any object code or source code relating to the Services. Customer grants to Deltek a non-exclusive, non-transferable right to access and use Customer Data as reasonably required to provide the

Services. Customer may not copy or incorporate portions of the Documentation or "screen shots" of the Services except in training materials for Customer's internal use only, provided that the incorporated materials shall bear a notice of Deltek's copyright. While Deltek will take commercially reasonable efforts to make the Services available, Customer is responsible for acquiring and maintaining access to the internet (including but not limited to using an adequate web browser) in order to access and use the Services. Deltek shall not be liable for any failure of or interruption to such access and use resulting from failure or impairment of any network, software, web browser or equipment not under the control of Deltek. Customer shall be solely responsible for obtaining and maintaining all hardware and software necessary to access the Services.

ST2.1 Renewal of Orders. Each Service may be renewed for an additional period of twelve (12) months by executing a written order. In the event Customer renews the Service early, the renewed Service shall begin the day following the last day of the previous Subscription Period.

ST2.2 Assignment or Transfer. To effectuate an assignment of SaaS made pursuant to the terms of this Agreement, the assignee shall provide evidence of the transaction and, if applicable, shall convert, true up, expand, or transfer the assigned Licenses subject to Deltek's then-current GSA Schedule fees.

ST3 Use of SaaS Services.

ST3.1 Policy on Acceptable Use. Customer is responsible for use of the Services by those to whom Customer provides access. Deltek reserves the right to deactivate or temporarily suspend Customer's or any Authorized User's access in accordance with the Contract Disputes Act if use of the Services is found or reasonably suspected, in Deltek's judgment, to violate the use restrictions set forth in this Agreement.

ST3.2 Use Restrictions. Customer agrees not to:

1. sell, lease, sublicense, assign or otherwise transfer its rights to access and use the Services,
2. copy, modify, publish, sell, export, distribute, transfer or perform, or prepare derivative works of, reverse engineer, decompile or otherwise attempt to extract the source code or source data from the Services except and only to the extent permitted or required by law,
3. disclose, display or grant access to any part of the Services to any person or entity who is not an Authorized User, including, without limitation, any consultant or customer of Customer,
4. collect any information from the Services through the use of "web bots", "scraping", "crawling", "spidering", or any other method not explicitly approved in writing by Deltek,
5. provide, post, or transmit any data that infringes or violates any intellectual property rights or publicity/privacy rights, or that contains any viruses or programming routines that may damage, interrupt or appropriate the Services,
6. use or make the Services available on a service bureau or time sharing basis,

7. use the Services or Documentation to create any service offering, computer software program, training materials or user documentation that is substantially similar to the Services or Documentation,
8. use or facilitate use of the Services in any way that is harassing, harmful, obscene, threatening, libelous, or otherwise tortious, or for illegal, abusive or unethical activities (including violations of law or privacy, hacking or computer viruses),
9. use the Services in any application or situation where failure of the Services could lead to death or serious bodily injury of any person, or to severe physical or environmental damage,
10. attempt to disable or circumvent any security mechanisms used by the Services or otherwise attempt to gain unauthorized access to any portion or feature of the Services, including using manual or electronic means to avoid any use limitations placed on the Services, such as access and storage restrictions,
11. use of the Services (including use of any device, software or routine) in a way that interrupts or interferes with, or attempts to interrupt or interfere with, the proper operation and working of the Services or any transaction being conducted on the Services, or increases risk to the integrity of any network, computer or communications system,
12. forge headers or otherwise manipulate identifiers in order to disguise Customer's or any Authorized User's identity, or the origin of any message or other communication that Customer or any Authorized User sends to Deltek in connection with the Services,
13. access or use the Services for purposes of monitoring the Services' availability, performance or functionality, or for any other benchmarking or competitive purposes, including monitoring traffic absent permission or falsifying origin of data traffic,
14. use the Services to process or store classified data. If Customer introduces classified data into the Services, Customer will be responsible for all sanitization costs incurred by Deltek,
15. permit any Authorized User or other third party to do any of the foregoing.

ST3.3 Deltek Use of Services. Deltek may access and use the Services at Customer's request or to provide support. Deltek users do not count towards Customer's number of Authorized Users.

ST4 SaaS Add-Ons and Expansions. Customer may request to add new or expand existing Services, which will be agreed in writing and made coterminous with the anniversary date of the then-current Subscription Period and the fees will be prorated.

ST5 Authorized Users and Usage.

ST5.1 Authorized User IDs. Each Authorized User is issued a user ID and password which may not be shared or used by more than one person. However, a user ID and password may be reassigned from time to time to a new Authorized User replacing a former Authorized User. Customer is responsible for all access through Customer user IDs. Authorized Users are limited to the number specified in the applicable Order Form. Customer may not use or permit use of the Services or Documentation by anyone other than Customer's Authorized Users.

Customer will not permit access to any user who is listed by any government or law enforcement agency as a party with whom doing business has been restricted or prohibited for any reason, including without limitation, companies on the U.S. embargoed list, the U.S. Denied Persons List, FBI most wanted and Interpol most wanted.

ST5.2 Additional Authorized Users. Customer may add Authorized Users during a Subscription Period. The Subscription Period for any additional Authorized User shall end with the Customer's current Subscription Period for that Service and the Subscription Fee shall be prorated accordingly. Except where the Subscription Fee is a flat fee or the Order Form indicates otherwise, Customer agrees to notify Deltek if the number of Authorized Users increases and to pay the additional Subscription Fees as specified in the Order Form for those additional Authorized Users. The number of Authorized Users cannot be reduced during any Subscription Period.

ST5.3 Excessive Usage or Misuse. In the event that Customer's use of the Services degrades or otherwise interferes with the Services or other system performance, Deltek will take appropriate measures, which may include immediate temporary suspension. Deltek will notify Customer of suspension; such notification will be in advance when reasonably possible. Upgrades to the processing capacity may be available at Deltek's option but will be subject to an additional charge.

ST5.4 Audit Rights. Customer will keep accurate records of its Authorized Users and user type, including the Services to which the Authorized Users have access. Upon Deltek's prior written request, Customer will provide Deltek with the Authorized User records for the purpose of verifying Customer's compliance with this Agreement. In the event the audit reveals that Customer has materially breached the Agreement, Customer will promptly remit the Subscription fees due as a result of Customer's non-compliance at Deltek's then-current GSA Schedule prices. Deltek may provide the audit results to its licensors when required by such licensors.

ST6 Service Updates.

ST6.1 Deltek Updates. Deltek regularly provides updates which may include alterations to and replacement of features and functionality. Some changes to the Services may occur automatically, while others may require Customer to schedule and implement the changes.

ST6.2 Customer Code. Customer acknowledges that if Customer provides Deltek any software code to promote into a test or production environment in the Services, Deltek reserves the right to review and, at its sole discretion, reject such code based on performance, security, or other issues involving the possibility of a disruption to the operation of the Services. Customer will not submit any code for promotion that contains any computer viruses, worms, Trojan horses, back doors, trap doors, time bombs, salamis, or any other code that permits the disabling or disruption of the Services.

ST7 Maintenance and Support. Deltek shall provide reasonable general technical support in accordance with Customer's support plan as identified in an Order Form ("Support") to allow

Customer's authorized maintenance contact(s) to report problems and to seek assistance in the use of the Services during Deltek's standard Support hours.

ST7.1. Maintenance. During any period for which Customer has made the required maintenance payment or payment for any Product that includes maintenance, Customer shall be entitled to receive the following from Deltek:

ST7.2. Defect Correction.

Customer shall document and report suspected Defects in the Services using the Deltek hotline or the Deltek Customer Care support site. If Deltek confirms the Defect, Deltek will use commercially reasonable efforts to provide a Correction to confirmed Defects. Corrections will only appear in the most recent release of the Services. Deltek reserves the right to decline Customer maintenance/support requests that could be resolved by reference to the Documentation. Customer will take all reasonable steps to carry out procedures for the implementation of Corrections and updates.

ST7.3. Support.

Customer's Order Form, support invoice, or online support profile will show which support offering Customer is subscribed. For all support offerings, Deltek will provide support assistance to allow Customer to report problems and seek assistance in the use of the Services during Deltek's standard support hours. Deltek may require direct system access in order to provide support. Customer acknowledges that if it declines to provide required access, Deltek may not be able to resolve an issue. For additional information on Deltek's support plans, please refer to www.deltek.com/en/support/customer-care or Deltek's Customer Support Guide

ST7.4. Excluded Items.

Deltek's maintenance and support obligations shall not include:

1. 1. providing assistance (beyond an initial communication) or consulting time relating to problems, caused by (i) malfunction or failure of the computer system and communications network on which Customer is accessing the Services, (ii) software not licensed pursuant to this Agreement, (iii) Misuse, (iv) improper installation or configuration by Customer, third party consultants, or support contractors, (v) failure to incorporate updates or Corrections, or (vi) any other cause not attributable to Deltek;
2. providing training covered in formal training classes;
3. performing Professional Services that would normally be provided at Customer's business location;
4. development or support for any Services Customizations, custom reports or Extensions unless otherwise explicitly agreed in writing;
5. database schema changes, or supporting application program interfaces ("APIs") not provided or approved by Deltek;
6. supporting hosting providers not certified by Deltek;

7. issues covered by Deltek University's training guides e-learning modules, training kits, "train the trainer" programs or other learning resources provided by Deltek.

If Deltek notifies Customer that a problem, error or malfunction for which Customer has requested maintenance is not covered, Deltek will work with Customer to develop a mutually agreed SOW under which Deltek will perform such services at Deltek's then-current rates.

ST7.5. Maintenance Term and Termination.

The Maintenance Fee is based on Customer's specific product mix at the time of purchase, as well as future Product add-ons (bundled maintenance), and is subject to annual price adjustments in accordance with the GSA Schedule Contract and Pricelist upon renewal. Customer cannot reduce or cancel maintenance on any portion of Product (unbundling maintenance).

Any reinstatement of terminated maintenance is at Deltek's discretion and subject to then-current maintenance terms and fees.

ST8 Reserved

ST9 SaaS Services Warranty.

ST9.1 Warranty. Deltek warrants that the Services (except Evaluation Services) will be free from Defects under normal use and circumstances. During the Subscription Period, at no additional cost to Customer and as Customer's sole and exclusive remedy for Deltek's failure to meet this limited warranty, Deltek will use reasonable efforts to provide a Correction for any Defect in accordance with the support guidelines, provided that Customer promptly notifies Deltek in writing upon discovery of any such Defect and Deltek's investigation discloses that such Defect exists. Customer shall provide a listing of output and other such data as may be required to reproduce the Defect.

This limited warranty will be void if the Defect is caused by (i) the use or operation of the Services with an application or in an environment other than that described in the Documentation or recommended in writing by Deltek, (ii) modifications to the Services that were not made by Deltek, (iii) Misuse, or (iv) failure to implement Corrections or updates. This warranty does not apply to Evaluation Services.

ST9.2 Warranty Exceptions and Exclusions. The express warranties set forth in this Limited Warranties Section do not apply to errors or malfunctions caused by (1) Customer's equipment, (2) software not licensed from or approved in writing by Deltek, (3) Misuse, (4) Customer's failure to use the most recent SaaS version and all Corrections, (5) use of the Products in combination with materials not provided, specified or approved in writing by Deltek, (6) improper installation by Customer, third party personnel contracted to operate the Services on

behalf of Customer, or a third party not authorized in writing by Deltek, or (7) any other cause not directly attributable to Deltek. These limited warranties shall be void if Customer or any third party modifies or changes the Products in any way beyond the scope of the configuration options contained in the Products. Deltek will not be required to maintain compatibility between the Deltek Products and any other software except as otherwise agreed in writing.

ST9.3 Personal Warranties. All warranties described above are personal to and intended solely for the benefit of the Customer and do not extend to any third party, including Affiliates.

ST9.4 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTIES SECTION AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER DELTEK NOR ITS LICENSORS MAKE ANY EXPRESS, IMPLIED OR STATUTORY WARRANTIES, TERMS, CONDITIONS, OR REPRESENTATIONS INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. DELTEK DOES NOT WARRANT OR REPRESENT THAT THE PRODUCTS WILL BE TIMELY, COMPLETE, RELIABLE, ADEQUATE, ACCURATE, USEFUL, SECURE OR ERROR-FREE. ALL MOBILE APPLICATIONS AND SOFTWARE DOWNLOADS ARE PROVIDED AS-IS WITH NO WARRANTY AND DELTEK ACCEPTS NO LIABILITY FOR ANY DAMAGES DIRECTLY OR INDIRECTLY CAUSED BY SUCH APPLICATIONS OR DOWNLOADS.

ST10 Reserved

ST11 Security. Each party will implement reasonable and appropriate measures to protect Customer Data and prevent any unauthorized person or entity from gaining access to Customer Data. However, Customer is solely responsible for verifying that its Authorized Users are properly authorized to access its Customer Data in accordance with applicable law, regulatory requirements, and obligations under this Agreement. Deltek assumes no responsibility to verify nor will it contest Customer's representation that its Authorized Users are properly authorized to access Customer Data; therefore, Deltek assumes no responsibility for access granted improperly by Customer to unauthorized parties. Each party will use reasonable efforts to take prompt remedial measures to rectify such unauthorized access to the extent within its control. Each party, upon the discovery of a credible security threat from a malicious actor that could threaten the security and integrity of the other party's network, may immediately disconnect any remote connections to the other party's network until such time as the threat has been eradicated and recovery and restoration is at an acceptable level as determined by mutual agreement of the parties. Upon disconnection, the party will provide notice to the other party without undue delay. During the term of any disconnection, the parties shall maintain ongoing communications regarding the provisioning of the Software and/or Services.

ST12 Customer Data

ST12.1 Ownership of Customer Data. Customer owns all rights, title and interest in and to Customer Data and is solely responsible for the accuracy, integrity, quality, legality, reliability, appropriateness of and copyright permissions of any Customer Data and for adopting procedures to identify and correct errors and omissions in Customer Data.

ST12.2 Return of Customer Data. Upon Customer's written request made within thirty (30) days of termination or expiration of a Service or this Agreement, Deltek will return to Customer a single copy of all Customer Data in Deltek's then-current industry standard data extract format. Additional Customer Data copies shall be available for a fee. After such thirty (30) day period, Deltek shall have no obligation to maintain or provide any Customer Data and shall, unless legally prohibited, delete all Customer Data in its possession or under its control. Notwithstanding the foregoing, Deltek may retain Customer Data in backup media for an additional period of up to twelve (12) months, or longer if required by law.

ST13 Open Database Connectivity (“ODBC”). For Customers who purchased Deltek Cloud Products that include ODBC:

The service may contain or be accompanied by certain third party components from Progress Software Corporation which are subject to additional restrictions. Such components, if any, are identified in, and subject to, special license terms and conditions set forth in the “readme.txt” file, the “notices.txt” file, or the “Third Party Software” file accompanying the software (“Special Notices”). In the event of conflict between the Special Notices and the other portions of this Agreement, the Special Notices will take precedence (but solely with respect to the third party component(s) to which the Special Notice relates).

ODBC access is subject to an additional acceptable use policy, located at <https://www.progress.com/legal/terms-of-use>.

In addition, if Customer uses ODBC features to modify the transactional database, Customer agrees that its actions may impact data integrity and or result in a malfunction within Customer’s own environment. Further, Customer agrees that Deltek shall not be liable for any failure of or interruption to Customer’s use of the service caused by or resulting from Customer’s use of the ODBC Connectivity feature.

ST14 Product-Specific Terms.

The terms below are added to the Agreement ONLY for Customers who have purchased Replicon.

DELTEK REPLICON SAAS TERMS

1. Definitions:

- 1.1. **“Software”** shall mean any plug-ins, agents, mobile applications, administrative code, APIs or other software that Deltek may provide to Customer in connection with the Service. In the event Deltek provides any Software, such Software shall be part of the Service.
 - 1.2. **“Third-Party Platform”** means any software, software-as-a-service, data sources or other products or services not provided by Deltek that can be integrated with Services at the sole discretion of Customer as described in the Documentation.
2. **Third-Party Platform.** The Service may support integrations with certain Third-Party Platforms. For the Service to communicate with such Third-Party Platforms, Customer may be required to input credentials required for the Service to access and receive relevant information from Third-Party Platforms. By enabling use of the Services with any Third-Party Platform, Customer authorizes such Third-Party Platforms to access Customer’s accounts within the Service. Having chosen to integrate the Service with a Third-Party Platform, Customer is solely responsible for complying with any relevant terms and conditions of the Third-Party Platforms and maintaining appropriate accounts in good standing with the providers of the Third-Party Platforms. Any applicable privacy terms or data processing addenda do not apply to data processing on the Third-Party Platform and the Customer shall be solely responsible for any Customer Data including any Personal Information shared with Third-Party Platform. Customer acknowledges and agrees that Deltek has no responsibility or liability for any Third-Party Platform or any Customer Data exported to a Third-Party Platform. Deltek does not guarantee that the Services will maintain integrations with any Third-Party Platform and Deltek may disable integrations of the Services with any Third-Party Platform at any time with or without notice to Customer. For clarity, this Agreement governs Customer’s use of and access to the Service, even if accessed through an integration with a Third-Party Platform.
3. **Reservation of Rights.** Except for the rights expressly granted herein, all rights, titles and interests to any and all proprietary rights and intellectual property rights, including but not limited to copyright and patent rights, in the Documentation, Service including, without limitation, the underlying software, the Software and any derivatives thereof, the Use Data, the Anonymous Data and the Aggregated Data will remain with, and be the exclusive property of, Deltek.
 - 3.1. **Use Data.** Customer acknowledges and agrees that Deltek may derive or create data and information about the use of the Service by Customer and its Users (**“Use Data”**) and Deltek may use and disclose Use Data to its third party service providers in order to improve the Service.
 - 3.2. **Aggregated Anonymous Data.** Customer acknowledges and agrees that Deltek may obtain and aggregate technical and other data about Customer’s use of the Services excluding any personally identifiable with respect to Customer (**“Aggregated Anonymous Data”**), and Deltek may use the Aggregated Anonymous Data to analyze, improve, support and operate the Services and otherwise for any business purpose, during and after the term of this Agreement, including without limitation to generate industry benchmarks or best practices guidance, recommendations or similar reports for distribution to and consumption by Customer and other Deltek customers and prospects. For clarity, this Section 3.2 does not give Deltek the right to identify Customer as the source of any Aggregated Anonymous Data.

4. **Service Level Agreement.** Deltek shall use commercially reasonable efforts to make the Service available to Customer twenty-four (24) hours a day, seven (7) days per week, subject to the terms of the Service Level Agreement available at <https://www.deltek.com/en/deltek-contracts/saas-terms/replicon/service-level-agreement> and attached hereto.

PROFESSIONAL SERVICES TERMS (PS)

PS1. In addition to the definitions below, the Professional Services Terms uses terms defined in the General Terms.

PS1.1 “Configuration” means the application settings that are part of the out-of-the-box capabilities of the SOW Software. Configuration will dictate how the SOW Software will operate for each Customer.

PS 1.2 “Customer Project Manager” means a dedicated Customer resource that has responsibility for overall project management of the Customer’s responsibilities. Customer project manager is assigned at the beginning of the project and should have project management experience.

PS 1.3 “Deliverable” means a document identified herein and provided in document format under this SOW.

PS 1.4 “Instance” means a running copy of the Software. Once installed or copied, an Instance exists (whether or not it is actually executing) until it is completely removed from memory and uninstalled from disk storage.

PS 1.5 “Integration” means the translation of data from the format of one application directly into the format of another; a data and command conversion on an ongoing basis between two or more systems.

PS 1.6 “Interface” means any standard functionality for providing input and output to and from outside applications.

PS 1.7 “Professional Services End Date” means the date on which the SOW and the Professional Services engagement outlined therein is completed and closed.

PS 1.8 “Project Manager” means the Deltek primary point of contact that (i) has responsibility for joint management of the project in coordination with the Customer Project Manager, and (ii) is a specialist in facilitating and using of the Deltek methodology, by providing standard project governance documents such as: Risk Mitigation Template, Issue Escalation Template, Steering Committee Meeting Agenda Template and Baseline Project Plan with respect to Deltek Software products.

PS 1.9 “Project Plan” means the plan for the implementation of the SOW. The Project Plan may be revised by mutual agreement of the parties during the term of this SOW.

PS 1.10 “Project Sponsor” means a single point of contact identified by Customer to whom the Customer Project Manager and the Deltek Project Manager should report progress, confirm Deliverables, discuss scope changes and Change Orders.

PS 1.11 “Remote Access” means remote desktop capabilities utilizing either Live Meeting or similar capability.

PS 1.12 “Software Extensibility” means modifications to the Software that are tracked and managed through the extensibility framework (also known as “Extensions”) within Deltek Costpoint Software to augment the Software’s standard functionality without changing the original core code. Extensions are segregated from the Software’s core code and independently developed, tested, supported, and maintained by the Customer and/or by Deltek exclusively under an SOW. Deltek’s extensibility framework may allow a Customer’s extensions to be automatically migrated, unchanged, to a new version release or hot fix, however Deltek strongly advises Customer to properly test any extension based on a release of the software being upgraded or impacted by a patch or hotfix. The Extensions that are dependent on core code, tables, or capabilities that have changed may automatically migrate to the new version release or hotfix, however, they may no longer function as originally intended based on the afore mentioned change. In this scenario, a Customer shall be responsible for any cost to modify the Extension to work with the new version. Software Extensibility and Extensions are excluded from the Customer’s maintenance and support.

PS 1.13 “SOW” means statement of work, work order or any other document authorizing Professional Services (excluding purchase orders) including training, executed by Customer or by both parties.

PS 1.14 “Steering Committee” means the body of individuals established by Customer to make decisions and monitor the progress of the SOW.

PS2. Professional Services. Deltek shall provide Professional Services when mutually agreed. The total cost or completion dates for any Professional Services in an SOW are estimates. Customer acknowledges that the ultimate responsibility for the Professional Services rests with Customer and that Deltek's role is to assist Customer in that endeavor. Any advice provided by Deltek is limited to the set up and appropriate use of the Deltek Products. Decisions regarding business practices, accounting treatment, and account set up are the sole responsibility of Customer; Deltek is not rendering legal, accounting, or tax advice and is not responsible for the results of any such decisions made by Customer. Deltek may use subcontractors to perform Professional Services. Any staff or personnel provided by Deltek to provide the Professional Services are “Consultants”. Customer shall have or obtain the Deltek and third party software licenses needed to be consistent with any Professional Services provided to Customer.

PS3. Statement of Work. Each SOW or Order Form shall establish the general nature of the work to be performed, the number of Consultants to be assigned, the estimated duration of the Professional Services, the approximate number of hours, and the applicable hourly rate or fee. If there is a conflict between this Agreement and the SOW, the SOW shall control.

PS4. Project Management. Customer shall appoint an individual to authorize SOWs, receive progress reports, and address problems that may arise in connection with the Professional Services (the "Project Manager") and shall provide Deltek in writing with the name and contact information for that Project Manager.

PS5. Work on Customer's Premises. Deltek shall require its Consultants to observe the reasonable security, safety, and other policies of the Customer while such Consultants are on Customer's premises, provided that Customer provides Deltek with reasonable advance notice of those policies.

PS6. Customer's Cooperation. Deltek's performance depends upon Customer's timely and effective cooperation in connection with the Professional Services, including providing Deltek with reasonable facilities, timely and sufficient access to appropriate data, information, and appropriately skilled Customer personnel, and prompt responses to questions and requests. Deltek will not be liable for any failure or delays in performing the Professional Services to the extent that the failure or delay is caused by Customer's failure to cooperate. Deltek may rely upon the accuracy and completeness of data, material, and other information furnished by Customer, without any independent investigation or verification. Should the data contain errors or inaccuracies, Customer shall be responsible for any additional time expended by Deltek's Consultants to resolve the identified errors or issues.

PS7. Scheduling and Changes.

PS7.1 Scheduling. Deltek will try to accommodate work schedule requests of Customer to the extent commercially practicable. Deltek reserves the right to change such schedule for any SOW or Order Form if the assigned Consultants are unable to perform scheduled Professional Services because of illness, resignation, weather, or other causes beyond Deltek's reasonable control. Deltek will make commercially reasonable efforts to replace any such Consultant within a reasonable time in order to limit impact on the schedule.

PS7.2 Cancellation or Rescheduling of SOWs. Customer may cancel or reschedule all or part of any SOW or Order Form for Professional Services upon ten (10) business days advance written notice (" Notice Period"). Upon cancellation of an SOW or Order Form for Professional Services in progress, Customer will pay all fees and expenses for work performed through the effective cancellation date (partially completed fixed fee engagements will be prorated). An SOW or Order

Form for Professional Services may be rescheduled at no cost, other than any reasonable costs directly related to rescheduling.

PS8. Fees and Expenses. Billable amounts incurred in excess of eight hours per day will be billed at the standard, straight-time hourly rate. Estimated fees for Professional Services under this Agreement do not include travel or other expenses. Customer agrees to reimburse Deltek for and will be invoiced for all travel and other expenses in accordance with FAR 31.205-46 and the Federal Travel Regulation (FTR). Customer shall only be liable for such travel expenses as approved by Customer and funded under the applicable ordering document. Customer agrees that Deltek is not obligated to provide a credit for or reimbursement to Customer for Benefits.

PS9. Equipment

PS9.1 Projection Equipment. If requested by Deltek, Customer will make projection equipment available for use for on-site training classes. Upon prior written request, Deltek may provide projection equipment for an additional charge.

PS9.2 Training Services for Mobile Classrooms. “Deltek's Mobile Classroom” means the portable training classroom (which consists of laptop computers loaded with demonstration software and training documentation) that Deltek makes available for Customer to use at the site designated by Customer. Customer agrees to assume all risks upon delivery of the equipment provided by Deltek as part of Deltek's Mobile Classroom. Furthermore, Customer shall return to Deltek all equipment, documentation and software on the date specified in the applicable SOW, in the same condition as when provided by Deltek, less normal wear and tear.

PS10. Customization Services. If set forth in an SOW, Customizations may be developed for the use of Customer and will conform to the Product identified in the applicable SOW for the Product version to which the Customization applies as it exists at the time of development. Customizations are not covered in Customer's maintenance or update plan. If future improvements, updates or changes to third party software cause the Product and/or databases to change, then any Customization provided to Customer may require modification. The cost of such modification will be borne by Customer. The potential also exists that Customer will not be able to apply updates until the Customization has also been upgraded. Customer will need to test any new updates to determine how its specific Customization(s) may be impacted.

PS11 Professional Services Warranty

PS11.1 Warranty. During the provision of the Professional Services, Professional Services will be performed in a professional and workmanlike manner, and in accordance with applicable industry standards and practices and will substantially meet the mutually agreed upon specifications set forth in the SOW. The sole and exclusive remedy under this warranty is the re-

performance of the Professional Services that fail to comply with this warranty. This express warranty expires 30 days after the performance of the services or 30 days after the Professional Services End Date if stated in an applicable SOW or Work Order, whichever comes first. This warranty is limited to the Professional Services provided to Customer by Deltek and does not include or imply any warranty for any Software provided to or used by Customer.

PS11.2 Personal Warranties. All warranties described above are personal to and intended solely for the benefit of the Customer and do not extend to any third party, including Affiliates.

PS11.3 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTIES SECTION AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER DELTEK NOR ITS LICENSORS MAKE ANY EXPRESS, IMPLIED OR STATUTORY WARRANTIES, TERMS, CONDITIONS, OR REPRESENTATIONS INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. DELTEK DOES NOT WARRANT OR REPRESENT THAT THE PROFESSIONAL SERVICES WILL BE TIMELY, COMPLETE, RELIABLE, ADEQUATE, ACCURATE, USEFUL, SECURE OR ERROR-FREE.

PS12. Reserved

PS13. Non-solicitation of Employees. For one year after delivery of an order, or after termination of an SOW, neither party shall solicit for hire as an employee, consultant or otherwise any of the other party's personnel who have had direct involvement with the Professional Services or proposal for the Professional Services specified in the Order Form for Professional Services or SOW, without the other party's express written consent. However, neither party will be precluded from hiring any employee of the other party who responds to any public notice or advertisement of an employment opportunity or who terminated his/her employment with the other party at least six months previously, provided that the hiring party did not solicit the termination. A party shall not be in breach of this Non-solicitation of Employees Section if those responsible for the solicitation, hiring or retention of the other party's personnel were not aware of these restrictions. However, personnel of either party working on a proposal or order for Professional Services under this Agreement shall be presumed to know of the restriction.

Replicon Service Level Agreement

This Service Level Agreement (“SLA”) sets forth the details regarding the level of service and technical support for the Services that apply when your account is in good financial standing.

1. Downtime

a. For purposes of this SLA, a unit of Downtime is one period of at least thirty (30) minutes (“Unit”) during which the Services or a material component of it is unavailable because of problems with or the unscheduled maintenance of Deltek’s hardware or system software (“Downtime”). Downtime does not include (i) problems caused by factors outside of Deltek’s reasonable control, (ii) problems resulting from any actions or inactions by Customer or any third party, (iii) problems resulting from Customer’s equipment and/or third party equipment not within Deltek’s exclusive control, or (iv) network unavailability during scheduled maintenance of Deltek’s network and/or servers. Deltek will periodically monitor Deltek network and server availability using software and hardware components capable of measuring application traffic and responses. Based on its monitoring, Deltek will determine Downtime for the purposes of this Agreement.

b. Deltek’s servers connect to the Internet through redundant high-speed connections on diverse backbones, enabling data delivery to the end user in a quick and efficient manner. Subject to the limitations set out below, in any calendar month, Downtime will not exceed eight (8) Units of Downtime excluding, however, regularly scheduled maintenance. Any regularly scheduled maintenance will be performed between Saturday 5:00 PM PST/PDT and Sunday 11:00 AM PST/PDT. THE SERVICES IS SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. DELTEK IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

c. If Downtime exceeds eight (8) Units of Downtime in any calendar month, Deltek will, upon Customer’s written request, credit Customer’s account (a “Downtime Credit”) in an amount equal to the pro-rata price for one (1) day of service, for each 4 Units of Downtime in excess of eight (8) Units in any calendar month.

d. To receive Downtime Credit, Customer must request such credit by sending an email to downtimecredit@replicon.com within seven (7) days after the occurrence of Downtime. The aggregate maximum number of Downtime Credits to be issued for any and all instances of Downtime occurring in a single calendar month will not exceed seven (7). Downtime Credits will be applied upon issue of the first invoice following the request for Downtime Credit, unless the Downtime occurs in Customer’s final month of service, in which case a refund for the dollar value of the Downtime Credit will be mailed to Customer within thirty (30) days of the expiration of Customer’s service agreement. The credits specified herein shall be Deltek’s sole liability and Customer’s exclusive remedy for Downtime.