

LICENSE AND SERVICES AGREEMENT

THESE DELTEK LICENSE AND SERVICES AGREEMENT TERMS (SECTIONS B-F) APPLY TO ANY DELTEK SOFTWARE OR SERVICES PURCHASED THROUGH DELTEK'S GSA MULTIPLE AWARD SCHEDULE (MAS) CONTRACTOR ("PARTNER") (AS "PARTNER" IS DEFINED BELOW). TERMS IDENTIFIED AS APPLICABLE TO CERTAIN LICENSEE CATEGORIES (I.E., AMERICAS, ASIA-PACIFIC, EMEA OR GOVERNMENT LICENSEES) SHALL APPLY ONLY TO THOSE LICENSEES AND SHALL PREVAIL OVER CONFLICTING TERMS IN THIS AGREEMENT FOR OTHER LICENSEES.

SECTION A: ORDER FORM [For orders under a GSA MAS Contract, Section A is the purchase order, task order, or other ordering document.] A separate document listing the software licensed and which may also contain order-specific terms. For Licensees purchasing through a Deltek Partner, Section A may be replaced by an order form from or purchase order to that Partner.

SECTION B: GENERAL TERMS AND CONDITIONS [Section B applies to Software Licenses, Software maintenance, and services items approved under the Special Item Numbers for a GSA MAS Contract.]

B1. General Definitions. Some of the following definitions may not be applicable, depending on the Software licensed. See also Section F for any product-specific definitions that may be applicable.

- a. **"Affiliate"** means any entity that is controlled by Licensee, or is under common control with Licensee, through at least a fifty-one percent (51%) ownership (or through board of directors' control if a not for profit entity). For Government Licensees, the "Affiliate" definition and provisions related to Affiliates shall not apply.
- b. **"Americas Licensee"** means a party that has licensed Deltek software from a Deltek office or an authorized Deltek Partner located in North or South America.
- c. **"ARM"** means Deltek Active Risk Manager. ARM is not currently available through a GSA MAS Contract.
- d. **"Asia-Pacific Licensee"** means a party that has licensed Deltek software from a Deltek office or an authorized Deltek Partner located in Australia or Asia (except for the Middle East). Asia-Pacific Licenses are not currently available through a GSA MAS Contract.
- e. **"Concurrent Users"** (or "Simultaneous Users") means the maximum number of users who may be logged on to the Software at the same time.
- f. **"CER"** means Deltek Costpoint Enterprise Reporting, formerly Deltek Performance Management. CER is not currently available through a GSA MAS Contract.
- g. **"Correction"** means, without limitation, workarounds, support releases, component replacements, patches and/or documentation changes made available by Deltek.
- h. **"Custom"** or **"Customization"** means creation of instructions using a programming language that enhances, adds to, or modifies software functionality or behavior. This includes, but is not limited to (1) any modification to the core source code of Software or reports that are not configurable, or (2) a change to or the development of (i) Interfaces (as defined below), (ii) Integrations (as defined below), (iii) enhancements, and/or (iv) extensions.
- i. **"Defect"** means (1) a failure of the Software to operate substantially in accordance with the Documentation as it exists at the time the Software is delivered, or (2) defective media upon which the Software is delivered (if tangible delivery).
- j. **"Dispute"** means any dispute or claim arising out of or related to this Agreement.
- k. **"Documentation"** means the user instructions, training guides, or manuals for the Software licensed to Licensee by Deltek. All Documentation is copyrighted by Deltek.
- l. **"Dongle Key"** means a hardware device that Deltek may require as a user authentication mechanism to permit access to the Software.
- m. **"Effective Date"** of this Agreement means the signature date specified in the initial Order Form.
- n. **"EMEA"** means Europe, Middle East (as currently designated by Deltek), and Africa.

- o. **“EMEA Licensee”** means a party that has licensed Deltek software from a Deltek office or an authorized Deltek Partner located in Europe, Middle East or Africa. EMEA licenses are not currently available through a GSA MAS Contract.
- p. **“Employee”** means
 1. for **Deltek Costpoint**, any full-time, part-time, or seasonal employee who is accounted for in the employee master file contained in the Software. Deltek Costpoint is not currently available through a GSA MAS Contract;
 2. for **Deltek GCS Premier**, any full-time, part-time, or seasonal employee (including independent contractors) who is accounted for in the employee master file contained in the Software. Deltek GCS Premier is not currently available through a GSA MAS Contract;
 3. for **Deltek Cobra, Deltek wlnsight Professional, Deltek wlnsight Desktop, Deltek Open Plan, or Deltek wlnsight Connect**, any full-time, part-time, or seasonal employee (including independent contractors) who is paid directly by Licensee;
 4. for **Deltek Maconomy**, any active full-time, part-time or temporary/seasonal employee required by Licensee to record time in the Software, excluding independent contractors, subcontractors, and inactive or terminated employees. Licensee is required to have a License for every employee that enters data in the Software. Deltek Maconomy is not currently available through a GSA MAS Contract; or
 5. for **Deltek Vision**, any active full-time, part-time or seasonal employee, inactive employee or subcontractor who will be accounted for in the employee master file contained within the Software, excluding terminated employees. Deltek Vision is not currently available through a GSA MAS Contract.
- q. **“Government Licensee”** means the U.S. or other country, state, or local government, an agency, or entity of the U.S. or other country, state, or local government, or an authorized non-governmental organization acting on behalf of the U.S. or other country, state, or local government that has licensed Software. Unless otherwise specified, Americas Licensee provisions shall apply to Government Licensees.
- r. **“GSA Contract”** means the GSA Multiple Award Schedule Contract.
- s. **“IPM Software”** (formerly EPM Software) means Deltek’s suite of software products for Integrated Program Management.
- t. **“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.
- u. **“Intellectual Property Rights”** means all copyrights, moral rights, database rights, patents, patentable ideas, inventions, patent applications, patent registrations, patent renewals, trade secrets, know-how, trademarks, service marks, trade names, service names, all rights in the nature of unfair competition rights, and rights to sue in passing off, and confidentiality or any other similar proprietary right arising or enforceable under applicable law.
- v. **“Interface”** means any standard functionality for providing input and output to and from outside applications.
- w. **“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.
- x. **“ISV Supported Software”** means Third Party Software which an independent software vendor partner ("ISV Partner") supplies that may integrate with the Deltek Software, and for which the ISV Partner solely and directly provides the license or software as a service subscription, maintenance and services terms (including warranty and liability limits) for ISV Supported Software to the Licensee or subscriber.
- y. **“License”** means for Software, a non-exclusive, non-transferable right to use the Software in a machine-readable form, together with the Documentation, solely for Licensee’s internal business purposes.
- z. **“License Fees”** means the fees paid for Software Licenses. License Fees do not include maintenance or Services fees.

- aa. **“Licensed Location”** means the physical location where the server-installed portion of the Software (where applicable) is or will be installed on equipment that Licensee owns, leases, or otherwise controls.
- bb. **“Misuse”** means any use of the Software in disregard of any known or reasonably anticipated adverse consequences, warning messages, or other written instructions.
- cc. **“Mobile Application”** means Software or Software functionality which can be used on mobile phones, tablets, and other portable devices.
- dd. **“Named User”** means anyone whom Licensee has authorized to use the Software by issuing an access code.
- ee. **“Order Form”** means a document in either tangible or electronic form that specifies the Software, maintenance, prepaid Services, or license term, as applicable, License types and quantities, fees, and applicable terms and conditions specific to the order, which will be governed by these terms and conditions.
- ff. **“Partner”** means an entity with whom Deltek has an independent contractor business relationship such as a reseller or supplier of software and/or services. The parties acknowledge and agree that in this context, the term "partner" shall not imply any legal or statutory partnership concepts.
- gg. **“Personal Information”** means any information (including information forming part of a database), about an individual data subject whose identity is apparent, or can reasonably be ascertained from the information, that is disclosed by one party to this Agreement to another.
- hh. **“Privacy Laws”** means legislation, statutory instruments and any other enforceable laws, codes, regulations, or guidelines regulating the collection, use, disclosure and/or free movement of Personal Information that applies to any of the parties or to this Agreement, including in particular any legislation implementing the EU Data Protection Directive 95/46/EC or similar directive or regulation that takes the place of that Directive and the Privacy and Electronic Communications Directive 2002/58/EC (as amended by Directive 2009/136/E) in the applicable EU member state.
- ii. **“Process”** or **“Processing”** Personal Information means any operation or set of operations performed upon Personal Information, whether or not by automatic means, including collection, recording, organization, use, transfer, disclosure, storage, manipulation, combination and deletion of Personal Information.
- jj. **“Server”** License means that one Instance of the Software may be installed on one server.
- kk. **“Services”** means, collectively, any consulting or training services provided by Deltek.
- ll. **“Simultaneous Users”** (or “Concurrent Users”) means the maximum number of users who may be logged on to the Software at the same time.
- mm. **“Software”** means the Deltek software products and any Third Party Software (except for ISV Supported Software) listed on an Order Form and licensed to Licensee by Deltek. For U.S. Government Licensees, Software was developed exclusively at private expense and is a Commercial Item, including commercial computer software, as those terms are defined in the Federal Acquisition Regulation (“FAR”), 48 C.F.R. 2.101.
- nn. **“SOW”** means statement of work, work order or any other document authorizing Services (excluding purchase orders), executed by Licensee or by both parties.
- oo. **“Support Contractor”** means a third party with whom Licensee has contracted to install, maintain, host, or operate the Software for and on behalf of Licensee subject to the terms and conditions of this Agreement. Licensee must provide written notice to Deltek identifying any Support Contractor that is given access to the Software. For U.S. Government Licensees, each Support Contractor must be subject to the use and non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement. All Software disclosed to a Support Contractor must, if in physical form, bear the following restrictive marking: "Commercial Computer Software: The software herein is proprietary to Deltek, Inc. and may not be used, disclosed, reproduced, modified, performed, or displayed without the prior written approval of Deltek, Inc."
- pp. **“Term License”** means a License to use Software for a fixed period of time identified in an Order Form. Term Licenses are not currently available through a GSA MAS Contract.
- qq. **“Third Party Software”** means any third party software that is produced by a party other than Deltek. Third party software is supported by Deltek unless otherwise indicated on the Order Form.
- rr. **“Updates”** means upgrades, modifications, improvements, enhancements, extensions, new releases, and other changes to the Software or Documentation that Deltek makes available.

- ss. **“U.S. Government Licensee”** means the U.S. government, a U.S. government agency or entity, or an authorized non-governmental organization acting on behalf of the U.S. Government or a U.S. government agency or entity.
- tt. **“Web Portal Authorized User”** means collectively, any employees, contractors or agents of Licensee 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 Licensee: Deltek ARM, Deltek PM Compass, Deltek WelcomHome, Deltek WelcomRisk, Deltek WelcomPortfolio, any Deltek wlnsight product.

B2. Reserved.

B3. Confidential Information.

- a. “Confidential Information” means any information which one party (“Disclosing Party”) provides, either directly or indirectly, to the other (“Receiving Party”) in connection with this Agreement, including the Software and Personal Information, the terms of this Agreement, or information related to the business of the Disclosing Party that (1) if in tangible form, is clearly marked at the time of disclosure as being confidential, or (2) if disclosed orally or visually, is designated at the time of disclosure as confidential, or (3) is reasonably understood to be confidential or proprietary information, whether or not marked.
- b. Confidential Information will be protected and held in confidence by the Receiving Party and will be used only for the purposes of this Agreement and related internal administrative purposes. Disclosure of the Confidential Information will be restricted to the Receiving Party's 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 prior to any disclosure. Confidential Information does not include information that (1) is already known to Receiving Party at the time of disclosure, (2) is or becomes publicly known through no wrongful act or failure of the Receiving Party, (3) is independently developed by Receiving Party without benefit of Disclosing Party's Confidential Information, or (4) is received from a third party which is not under and does not thereby breach an obligation of confidentiality.
- c. Each party agrees to protect the other's Confidential Information at all times and in the same manner as each 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. A Receiving Party may disclose Confidential Information to the extent required by law, provided that the party required to disclose the Confidential Information provides the original Disclosing Party with notice as soon as reasonably practicable to allow the Disclosing Party an opportunity to respond to such requirement, and provided further that such disclosure does not relieve Receiving Party of its confidentiality obligations with respect to any other party. These confidentiality restrictions and obligations will remain in effect until the information ceases to be Confidential Information. If Licensee participates in a Deltek-sponsored group event, this Confidential Information Section shall apply to Confidential Information disclosed by any group participant, and Deltek may provide a copy of this Confidential Information Section to any Disclosing Party seeking to enforce its provisions.
- d. Upon the request of Disclosing Party, the Receiving Party shall promptly return to the Disclosing Party all copies of the Confidential Information, and any documents derived from the Confidential Information, or at the Disclosing Party's option, shall certify in writing that all copies of the Confidential Information and derivative documents have been destroyed. The Receiving Party may return any Confidential Information to the Disclosing Party at any time. 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 Receiving Party's information systems procedures, provided that Receiving Party shall make no further use of Confidential Information contained in those copies.
- e. Licensee may provide Confidential Information to Deltek in connection with a support request or a Services engagement. Prior to disclosing or delivering any Confidential Information that is subject to restrictions under federal, state, or international data privacy/security or export control laws and

regulations, including without limitation any restrictions, laws or regulations that will apply to the transfer by Deltek of the Confidential Information to any of its affiliates, employees, contractors and alliance partners located anywhere in the world ("Restricted Data"), Licensee shall identify to Deltek in writing (including email) such Restricted Data. Deltek may bill for a surcharge to cover additional costs of handling Restricted Data. If Licensee fails to identify Restricted Data, Deltek shall not be responsible for any liability or claims related to Deltek's handling or export of any such Restricted Data in the normal course of Deltek's business. Deltek may use Confidential Information for testing or development purposes, provided that Deltek remains bound by the confidentiality obligations of any applicable license or nondisclosure agreement and applicable Restricted Data obligations.

B4. Compliance With Law.

- a. Licensee warrants to Deltek that it will comply with all applicable Federal laws of the United States and will collect, use, transfer and otherwise Process any Personal Information collected by or through the Software or that Licensee discloses to Deltek under this Agreement in compliance with all applicable U.S. Federal laws, enactments, regulations, orders, standards and other similar instruments, including Privacy Laws.
- b. Licensee will remain the controller of Personal Information it provides to Deltek and that it will not instruct Deltek to Process any such Personal Information in any way that will violate any applicable U.S. Federal laws including Privacy Laws.
- c. Licensee will use the Software and Services in compliance with any laws, enactments, regulations, collective labor agreements, orders, standards and other similar instruments that might be applicable to Licensee.
- d. Licensee will obtain all necessary approvals, authorizations, or other consents, and will maintain any registrations, requirements, mandatory procedures or similar obligations that may be applicable to Licensee.

B5. Reserved.

B6. Publicity. Neither party will issue any press release, advertising or other public materials that refer to the other party, the existence of this Agreement, or the Software licensed without the other party's prior written consent. Notwithstanding anything to the contrary herein, a party may identify the other party or disclose the existence of this Agreement to its attorneys, auditors and in connection with regulatory filings.

B7. Limitation of Liability. NEITHER DELTEK, THE GSA MAS CONTRACTOR, NOR THE GOVERNMENT (INCLUDING AN ORDERING ACTIVITY) SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA OR DATA USE. FURTHER, NEITHER DELTEK, THE GSA MAS CONTRACTOR, NOR AN ORDERING ACTIVITY SHALL BE LIABLE FOR PUNITIVE DAMAGES EXCEPT TO THE EXTENT THIS LIMITATION IS PROHIBITED BY APPLICABLE LAW. THIS CLAUSE SHALL NOT IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS GSA CONTRACT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT (31 U.S.C. 3729-3733); AND THIS CLAUSE ALSO SHALL NOT APPLY TO THE INFRINGEMENT OR MISAPPROPRIATION OF THE DELTEK COMMERCIAL COMPUTER SOFTWARE, COMMERCIAL COMPUTER SOFTWARE DOCUMENTATION OR ANY DELTEK TECHNICAL DATA BY THE GOVERNMENT AND/OR AN ORDERING ACTIVITY. THE FOREGOING EXCLUSION/LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM DELTEK'S OR THE GSA MAS CONTRACTOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

B8. Binding Effect. This Agreement shall be binding upon the parties and their respective legal successors and permitted assigns.

B9. Reserved.

B10. Severability. If any provision of this Agreement is illegal or unenforceable in any jurisdiction that provision, 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. The exclusion of damages in Section B7 shall survive a finding that an exclusive remedy failed of its essential purpose.

B11. Notices. All notices required under this Agreement will be deemed to have been delivered upon delivery in person or by overnight carrier, and five days after being mailed by registered pre-paid first class (return receipt requested) or the local equivalent. Notices will be sent to:

Deltek at Deltek, Inc., 2291 Wood Oak Drive, Herndon, VA 20171, Attention: General Counsel, or by email to contractsgroup@deltek.com;

GSA MAS Contractor at the notice address set forth in the Initial Order Form or SOW, unless the GSA MAS Contractor provides a written notice of a change of address; and

Licensee at the notice address set out in the initial Order Form or SOW, unless a party provides written notice of a change of address.

B12. Governing Law.

- a. The Agreement shall be governed by U.S. Federal law without regard to any conflicts of law provisions.
- b. **For all Licensees:** The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

B13. Reserved.

B14. Entire Agreement. This Agreement, which consists of Sections B-F with a separate Section A: Order Form for each Software order, the GSA MAS Contract, and a separate SOW from an Ordering Activity for each Services engagement plus any attachments identified as incorporated into this Agreement, is the entire agreement between Licensee and a GSA MAS Contractor acting on behalf of Deltek relating to the specific Software order or Services engagement and supersedes all prior or contemporaneous oral or written communications, proposals and representations relating to that transaction. This Agreement will not be modified by any other act, document, usage, custom, or course of dealing unless it is signed by a GSA Contracting Officer and the GSA MAS Contractor. Unless otherwise agreed in writing, this Agreement (1) does not terminate the Licensee's license rights and maintenance (support) obligations of any prior Deltek license agreement for other Deltek software, and 2) supersedes any previous "clickwrap" license incorporated in the Software.

B15. 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.

B16. Survival. Provisions anywhere in the Agreement regarding payment, termination, ownership, Intellectual Property Rights, disclaimer of warranties, limitations of liability, governing law, dispute resolution, confidentiality, severability, export regulations, waivers, audit, and U.S. Government Rights will survive the expiration or termination of this Agreement.

B17. E-mail Communications. Licensee consents to receiving email messages from Deltek that may constitute “commercial e-mails” under the U.S. CAN-SPAM Act of 2003, 15 U.S.C. §§ 7701-7713. Licensee may at any time “opt out” of receiving future e-mails from Deltek.

B18. Limited Warranties.

- a. **Software 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 for 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 undisclosed feature designed to disable, damage, or erase the Software or data, or preclude use of the Software as licensed by Licensee. 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, Licensee believes that the Software has Defects, Licensee 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. Licensee'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 Licensee with a Correction as soon as reasonably practicable, or (2) if Correction or replacement is not reasonably achievable by Deltek, to terminate Licensee's License(s) for the affected Software and refund the License Fee paid upon Licensee's certification that all copies of the Software have been returned or destroyed.
- b. **Services Warranty.** Any Services warranty will be mutually agreed in an SOW depending on the Services provided. If the SOW does not contain a warranty, the Services shall be completed in a good and workmanlike manner. For any Services warranty, the sole and exclusive remedy will be the re-performance of the Services.
- c. **Warranty Exceptions and Exclusions.** The express warranties set forth in this Limited Warranties Section do not apply to errors or malfunctions caused by (1) Licensee's equipment, (2) software not licensed from or approved in writing by Deltek, (3) Misuse, (4) Licensee's failure to use or implement Corrections or Updates, (5) use of the Software in combination with materials not provided, specified or approved in writing by Deltek, (6) improper installation by Licensee, Support Contractor, or a third party not authorized in writing by Deltek, or (7) any other cause not directly attributable to Deltek. Deltek does not warrant that the functions contained in the Software will meet Licensee's requirements or that the operation of the Software will be uninterrupted or error-free. These limited warranties shall be void if Licensee or any third party modifies or changes the Software in any way beyond the scope of the configuration options contained in the Software. In order to receive and maintain these warranties, Licensee must (A) use the Software in accordance with the Documentation, (B) use the Software on the hardware and with the operating system for which it was designed, and (C) use only qualified personnel to operate the Software. Deltek will not be required to maintain compatibility between the Deltek Software and any other software (other than Deltek-supported Third Party Software) except as otherwise agreed in writing.
- d. **Personal Warranties.** All warranties described above are personal to and intended solely for the benefit of the Licensee and do not extend to any third party, including Affiliates.
- e. **Disclaimer of Warranties.** EXCEPT AS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTIES SECTION AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER DELTEK NOR ITS LICENSORS MAKES 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.

B19. Ownership.

- a. **Software and Documentation.** Deltek, its licensors and ISV Partners retain ownership, title and all rights and interest, including, without limitation, Intellectual Property Rights in and to the Software and Documentation. To the extent permitted by applicable law, any copy, modification, revision, Correction, Update, enhancement, or adaptation, translation, or derivative work of or created from the Software or Documentation ("Derivative") shall be owned solely and exclusively by Deltek or its licensors or ISV Partners, as applicable. To the extent permitted by applicable law, Licensee assigns title, ownership, and all rights to Deltek in any Derivative. To the extent an assignment is not effective under applicable law, Licensee 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. **Services/Developments.** Deltek reserves ownership, title and all rights and interest in any software and documentation, including Customizations, developed and delivered in the course of providing Services under this Agreement, including, without limitation, the Software and Documentation, subject to each party's confidentiality rights and obligations under this Agreement.
- c. **Feedback.** Licensee's comments, suggestions, or other feedback regarding Deltek's products, services, or business are provided voluntarily, and Deltek may use any feedback as it sees fit without obligation or restriction of any kind, other than its Confidential Information obligations.

B20. Reserved.

B21. Reserved.

B22. 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.

B23. Partner Transactions. Where Licensee acquires Deltek Software or receives maintenance, support or services from a Partner, any specific term regarding warranty, maintenance and/or services, as applicable, may be contracted directly between Licensee and that Partner and conflicting terms of this Agreement shall not apply to such Software, maintenance, support or services.

SECTION C: LICENSE TERMS AND CONDITIONS [Section C applies to Perpetual Software Licenses approved under the special item numbers for a GSA MAS Contract.]

C1. License.

- a. Deltek grants to Licensee a License to use the Software and Documentation, specified in an Order Form, subject to the terms and conditions of this Agreement.
- b. Licenses must be used in accordance with the parameters set forth in this Agreement, including limitations (describing the scope of the permissions Deltek grants, excess of which by Licensee or others constitutes infringement of Intellectual Property Rights), conditions (breaches) of which may constitute a dispute under the GSA Contract. Licensee may not use or permit use of the Software or Documentation for more than the Licensee's current number of Licensed users as specified in the applicable Order Form, as may be amended from time to time, and may not permit use of the Software by anyone other than Licensee's employees or users and (1) a Support Contractor, (2) Licensee's disaster recovery vendor, (3) an Affiliate, or (4) a Web Portal Authorized User. Licensee may not copy or incorporate portions of the Documentation or "screen shots" of the Software except in training materials for Licensee's internal use only, provided that the incorporated materials shall bear a notice of Deltek's copyright.
- c. Licensee 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, except as expressly permitted by applicable law and then only to the extent that Deltek is required to permit such activity, (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.

- d. If Licensee accesses the Software, or inputs data managed by or calculated with the Software, via web-based or other electronic means (regardless of the interface or application used to access the Software), Licensee must have or must obtain an appropriate number of "Named User" licenses from Deltek for each user who accesses the database services and functionality of the Software. Each Named User must have a unique username and password to access the Software, and user login information may not be shared, transferred, or disclosed to or be used by any other party. Neither Licensee nor any user may modify, adapt, or customize the database or Deltek's associated database tools unless such modification, adaptation, or customization is provided as a feature of the Software.
- e. References to "Affiliate" in this License Section shall apply only to Software that has the functionality to support an Affiliate and to Licensees other than Government Licensees.
- f. Licensee may use any CER Software licensed under this Agreement on a Restricted Use basis.
- g. Except as otherwise provided in the Non-production Instances Section or unless specifically licensed for multiple servers, Licensee shall install one Instance of the server portion of the Software only at the Licensed Location.
- h. Licensee may not modify the Documentation, except to the extent necessary to reflect more closely Licensee's operations, provided, however, that Deltek shall retain all rights in any modified Documentation. Modified Documentation shall be considered Documentation with respect to Licensee's License rights and each party shall retain its confidentiality obligations with respect to any Confidential Information in the modified Documentation.
- i. Licensee may not copy the Software, except as set forth in the Non-Production Instances Section or as otherwise agreed in an Order Form.
- j. 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 Licensee believes that it has rights to act against or outside this Agreement based on Mandatory Laws, Licensee shall not exercise such rights unless and until it has provided thirty (30) days prior notice to Deltek, and Deltek, has not provided an alternative remedy.
- k. Upon Licensee's installation of Updates of Software in a production environment, subject to the terms and conditions of this Agreement, 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.
- l. Deltek Software may incorporate or be provided to Licensee with Third Party Software. Unless otherwise indicated in writing (including the Documentation), any Third Party Software is licensed solely for use with the Deltek Software with which it is delivered and is governed by these Deltek license terms and conditions.
- m. Licensee shall have or obtain the Deltek and Third Party Software Licenses needed to be consistent with any Services provided to Licensee.
- n. **Use of Cookies.** Most Software contains cookies. Deltek uses cookies for usage tracking purposes and statistical analysis, which helps Deltek to improve the Software by giving Deltek some insight into how the Software is being used. Please email DeltekTouch@deltek.com for any further information on Deltek's use of cookies. Licensee consents to such use of cookies, and represents and warrants that it has provided adequate notice to all users of the Software of, and obtained their informed consent to, the use of cookies by the Software in accordance with applicable Privacy Laws. Licensee is responsible for providing appropriate information and

obtaining any required consent from its users of the Software in accordance with applicable Privacy Laws prior to any Processing of Personal Information by and through the Software.

o. **Mobile Applications.**

1. All Mobile Applications. Deltek may make certain Mobile Applications available to Licensee. The use of Mobile Applications either alone or in connection with the Software is governed by this Agreement. In addition, Licensee must comply with all applicable third party terms of agreement when using the Mobile Applications (for example, any agreement with a wireless service or wireless data provider).
2. Additional Terms for iOS Mobile Applications. The Mobile Applications may be used on an iOS product that Licensee owns or controls and as permitted in the Usage Rules set forth in the App Store Terms of Service. Licensee agrees that this Agreement is between Licensee and Deltek, and that even if it receives access to the Mobile Applications through Apple, Inc.'s AppStore or any other source (collectively, the "Distributor"), the Distributor has no liability or responsibility whatsoever to Licensee related to the Mobile Applications, whether by contract, warranty or otherwise, and Licensee will look only to Deltek for any support for the Mobile Applications. The Distributor is not responsible for addressing any claims of any sort related to the Mobile Applications, and Licensee must address any claims directly with Deltek. Questions related to the Mobile Applications should be addressed to Deltek and not to the Distributor. In the event of a failure of a Mobile Application to comply with any limited warranty stated in this Agreement, Licensee may notify Apple and Apple will refund the purchase price paid by Licensee to Apple for that Mobile Application and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Mobile Application, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to the limited warranty will be Deltek's sole responsibility. Notwithstanding anything to the contrary in this Agreement, the Distributor and its subsidiaries are third party beneficiaries of this Agreement, and the Distributor has the right (and will be deemed to have accepted the right) to enforce this Agreement against the Licensee as a third party beneficiary hereof. Licensee represents and warrants that Licensee is not located in a country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a "terrorist supporting" country, and that Licensee is not listed on any U.S. Government list of prohibited or restricted parties.

C2. Reserved.

C3. Non-Production Instances.

- a. **Test, Development, and Training Instance.** Unless otherwise provided in the Product-Specific Terms or in an Order Form, Licensee may use one Instance of the Software in a non-production environment solely for Licensee's internal testing, development, and training purposes. Licensee'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.
- b. **Disaster Recovery and Archival Instance.** Licensee 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 (such other location to be owned or controlled by Licensee or Licensee's disaster recovery vendor) and that the disaster recovery and archival copies of the Software are not used for production purposes unless the primary copy of the Software is not being used for production purposes.
- c. **Additional Non-Production Instances.** Additional Licenses for non-production Instances other than what is described in this Non-Production Instances Section may be purchased by Licensee and such additional non-production Instances shall be subject to the additional terms and conditions, including additional license and/or maintenance fees contained in the applicable Order Form at the time of purchase. Any copies made of the Software or Documentation pursuant to this Section shall contain Deltek's proprietary and/or copyright notice(s).

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

C4. License Term. This License commences on the Effective Date of the Agreement and shall remain in effect for the term reflected in the applicable Order Form for a Term License, or, if no fixed term is provided, for the maximum statutory term permitted or until terminated as provided in this Agreement.

C5. Infringement.

- a. Deltek agrees to defend Licensee from and against any action based on a third party claim alleging that the Software or Documentation, when used in accordance with this Agreement, infringes a patent or copyright in the applicable jurisdiction or misappropriates a trade secret (as defined under applicable law) of any third party, and Deltek shall pay all reasonable costs, expenses and damages finally awarded against Licensee, arising from any such action; provided, however, that (1) Licensee gives Deltek prompt written notice of such action, (2) Licensee fully cooperates with Deltek in the defense and settlement thereof, (3) Deltek is given the opportunity to participate in the defense of such action and any settlement or compromise thereof, and (4) Licensee complies with Deltek's direction to cease using any Software that in Deltek's reasonable judgment may be ruled to cause an infringement of a third party's Intellectual Property Rights.
- b. If a temporary or a final injunction is obtained against Licensee's use of the Software or Documentation by reason of an infringement or misappropriation or if Deltek believes such an injunction is likely, then Deltek will, at its option and expense, either (1) procure for Licensee the right to continue using the Software or Documentation, or (2) replace or modify the Software or Documentation so that it no longer infringes a patent or copyright in the applicable jurisdiction or misappropriates a trade secret, so long as the utility or performance is not materially adversely affected by such replacement or modification. If Deltek deems (1) or (2) not feasible, Deltek will terminate all Licenses rendered unusable to Licensee and return the unused portion of the License Fees paid (determined by depreciating those License Fees paid on a straight-line basis over thirty-six (36) months) by Licensee for the Software or Documentation.
- c. Deltek shall have no liability to Licensee to the extent that any infringement action or claim is based upon or arises out of (1) use of ISV Supported Software, (2) modification of the Software or Documentation by Deltek according to Licensee's specifications, (3) modification of the Software or Documentation by Licensee or any third party or the use of the Software or Documentation or any portion thereof in combination with any other equipment or software, (4) Licensee's failure to use the most recent version of the Software supplied by Deltek, (5) Licensee's failure to comply with Deltek's direction to cease any activity that in Deltek's reasonable judgment may be ruled to cause an infringement of a third party's Intellectual Property Rights, or (6) Licensee's use of the Software or Documentation that is not strictly in accordance with the terms of this Agreement.
- d. THIS INFRINGEMENT SECTION STATES LICENSEE'S SOLE REMEDY AND DELTEK'S SOLE LIABILITY WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.

C6. Export Regulations. The Software, including technical data relating thereto, is subject to applicable export control laws and regulations, including the U.S. International Traffic in Arms Regulations (ITAR) and the U.S. Export Administration Regulations (EAR). Licensee shall strictly comply with all applicable export laws and regulations and, in addition to other restrictions in this Agreement, Licensee agrees that it will not export, re-export or import the Software, except in accordance with all applicable export laws and regulations and only if permitted under the License terms. Licensee warrants and represents that Licensee, including its Affiliates and Support Contractors, is not (1) affiliated with or a resident of any embargoed or terrorist-support country or (2) affiliated with anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals.

C7. U.S. Government Rights. The Software is a "Commercial Item", as that term is defined in 48 C.F.R. 2.101 (OCT 2010), and is comprised of the accompanying Documentation that are deemed to be "commercial computer software" and "commercial computer software documentation". If acquired by or on behalf of a civilian agency, the U.S. Government Licensee's or agency Licensee's rights to use, modify,

reproduce, release, perform, display or disclose this Deltek commercial restricted computer software and/or commercial computer software documentation is subject to the terms of this Agreement as specified in 48 C.F.R. 12.212 (Commercial Computer Software) and 12.211 (Technical Data), as well as Part 27.405-3 of the FAR and its successors. If acquired by or on behalf of any agency within the Department of Defense ("DOD"), the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this Agreement as specified in 48 C.F.R. 227.7202-3 of the DOD FAR Supplement ("DFARS") and its successors, consistent with 48 C.F.R. 227.7202-1 through 227.7202-4. This U.S. Government Rights clause is in lieu of, and supersedes any other FAR, DFARS, or other clause or provision that addresses Government rights in the Deltek Software, Documentation or other technical data. A non-Government Licensee may not acquire Software on behalf of a U.S. Government entity without Deltek's prior written consent. The Software (1) is an unpublished work with all rights reserved under the copyright laws of the United States, and (2) was developed fully at private expense. All other use is prohibited.

C8. Copyright Notice and Commercial Computer Software Notice. The Software and Documentation are protected, with all rights reserved, under applicable copyright laws. Rights to use, modify, reproduce, release, perform, display or disclose this Software are as set forth in, and are subject to this Agreement.

C9. Reporting. No later than thirty (30) days after each anniversary of the Effective Date, Licensee will provide Deltek with a report certified by an officer of Licensee of the numbers of Employees, Simultaneous/Concurrent Users, User IDs and Named Users, as applicable, for each item of Software licensed to Licensee during the prior twelve-month period. Any Licensee with a commitment to have licenses for all employees will also report the total number of employees for Licensee and Affiliates covered by that commitment.

C10. Audit Rights. Licensee 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. Any provisions permitting a GSA MAS Contractor to audit, inspect or monitor use of the Software for compliance with the LSA shall be contingent upon reasonable notice to the Ordering Activity and will take place only during Ordering Activity's normal business hours contingent upon adherence to any security measures the Ordering Activity deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. The GSA MAS Contractor, acting on behalf of Deltek, will give the Ordering Activity written notice of any non-compliance. In the event an Ordering Activity's security requirements are not met or an Ordering Activity does not permit or authorize the GSA MAS Contractor to audit, inspect or monitor use of the Software for compliance with the LSA, then upon written request (such request not to be made more frequently than once annually), the Ordering Activity shall either: (i) conduct, or cause to be conducted, such audit, inspection or monitoring of its use of the Software and shall provide a written report on the results of such audit, inspection or monitoring to the GSA MAS Contractor; or (ii) run a self-assessment with tools provided by and at the direction of the GSA MAS Contractor ("Self-Assessment") to verify Ordering Activity's compliance with the LSA. Audits of any Government Licensees will be at the GSA MAS Contractor's or Deltek's expense. The GSA MAS Contractor shall provide the audit results to the Licensee.

SECTION D: MAINTENANCE TERMS AND CONDITIONS [Section D applies to Software maintenance items approved under the special item numbers for a GSA MAS Contract.]

D1. Maintenance. During any period for which Licensee has made the required maintenance payment, Licensee shall be entitled to receive the following from Deltek:

- a. Updates;
- b. Defect Correction (as described below);
- c. Support (as determined by your specific support plan located on the Order Form or maintenance invoice); and
- d. a subscription to Deltek's online support network.

D2. Defect Correction.

- a. Licensee shall report suspected Defects in the Software to Deltek using the Deltek hotline or the Internet, and shall document the suspected Defect. If the Defect is confirmed, Deltek shall use commercially reasonable efforts to provide a Correction to Licensee.
- b. Deltek shall not be responsible for Defect Correction in any version of the Software other than the most recent release of the Software, provided that Deltek shall continue to support prior Software releases for a period of not more than six months after the most recent release.
- c. Deltek reserves the right to decline Licensee maintenance/support requests that could be resolved by reference to the Documentation or implementation of Corrections, or that arise from Licensee's negligence, Misuse of the Software, or issues relating to third party equipment and software unless subject to a mutually agreed SOW to provide such Services for additional fees.
- d. Licensee will take all reasonable steps to carry out procedures for the Correction of Defects or implementation of Corrections and Updates provided by Deltek within a reasonable time after such procedures have been received.

D3. Support. Deltek offers multiple levels of support. Licensee's Order Form, support invoice, or online support profile will show to which support offering Licensee is subscribed. The following terms apply to all support offerings: Deltek shall provide support assistance to allow Licensee's authorized maintenance contact(s) to report problems and seek assistance in the use of the Software during Deltek's standard support hours as established from time to time and applicable to Licensee's specific support plan. For additional information on Deltek's support plans, please refer to www.deltek.com/customer-care or Deltek's Customer Support Guide, located on the support website.

D4. Excluded Items.

- a. Deltek's maintenance/support obligations shall not include:
 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 Licensee 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;
 2. providing training covered in formal training classes;
 3. performing Services that would normally be provided at Licensee's business location;
 4. development or support for any Software customizations or custom reports;
 5. database schema changes, or supporting application program interfaces ("APIs") not provided or approved by Deltek;
 6. supporting hosting providers not certified by Deltek; or
 7. Deltek University's training guides e-learning modules, training kits, "train the trainer" programs or other learning resources provided by Deltek.
- b. If Deltek notifies Licensee that a problem, error or malfunction for which Licensee has requested maintenance is not covered, Deltek will work with Licensee to develop a mutually agreed SOW under which Deltek will perform such services at Deltek's then-current rates.

D5. Maintenance Term and Termination.

- a. Maintenance specified on an Order Form will commence on the effective date of that Order Form.
- b. **For U.S. Government Licensees**, maintenance will not automatically renew in compliance with applicable acquisition regulations. However, if a U.S. Government Licensee wishes to continue maintenance after a twelve-month maintenance period, it shall pay the then-current maintenance fee for an additional twelve-month period.

Licensee may reinstate terminated maintenance by paying for the maintenance periods from termination up to and including the period for which maintenance is reinstated, provided, however, that any maintenance reinstatement shall be subject to then-current maintenance terms and fees.

SECTION E: SERVICES TERMS AND CONDITIONS [Section E applies to consulting services and training courses approved under the special item numbers for the on a GSA MAS Contract.]

E1. Services. Deltek shall provide Services when mutually agreed in an SOW. Unless otherwise agreed in writing by Deltek, the terms and conditions of this Agreement will apply to any Services provided to Licensee by Deltek after the Effective Date. Any staff or personnel provided by Deltek to provide the Services under an SOW are referred to as "Consultants".

E2. Project Management. Licensee shall appoint an individual to authorize SOWs, receive progress reports and address problems that may arise in connection with the Services (the "Project Manager") and shall provide Deltek in writing with the name and contact information for that Project Manager.

E3. Work on Licensee's Premises. Deltek shall require its Consultants to observe the reasonable security, safety and other policies of the Licensee while such Consultants are on Licensee's premises, provided that Licensee provides Deltek with reasonable advance notice of those policies.

E4. Licensee's Cooperation. Deltek's performance depends upon Licensee's timely and effective cooperation in connection with the Services, including providing Deltek with reasonable facilities, timely and sufficient access to appropriate data, information, and appropriately skilled Licensee personnel, and prompt responses to questions and requests. Deltek will not be liable for any failure or delays in performing the Services to the extent that the failure or delay is caused by Licensee's failure to cooperate. Unless otherwise specified in an SOW, Deltek may rely upon the accuracy and completeness of data, material, and other information furnished by Licensee, without any independent investigation or verification. Should the data contain errors or inaccuracies, Licensee shall be responsible for the time it requires for Deltek's consultants to expend to resolve the identified errors or issues.

E5. Statement of Work. All work performed by Deltek should be documented in an SOW. If there is a conflict between this Agreement and the SOW, the SOW shall control.

E6. Change Orders. Either party may propose changes in the scope of the SOW, but neither party will be bound by any proposed change until the GSA MAS Contractor and the Ordering Activity have agreed to that change in writing (a "Change Order").

E7. Reserved.

E8. Reserved.

E9. Reserved.

E10. Projection Equipment. If requested by Deltek, Licensee will make available for use projection equipment for on-site training classes. Alternatively and upon prior written request, Deltek will provide projection equipment for an additional cost to be invoiced by the GSA MAS Contractor.

E11. Training Services for Mobile Classrooms. If Licensee elects to use Deltek's Mobile Classroom as part of the training Services, Licensee shall take good care of the equipment provided by Deltek as part of the classroom. "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 Licensee to use at the site designated by Licensee. Licensee agrees to assume all risks upon delivery of the equipment provided by Deltek as part of Deltek's Mobile Classroom. Furthermore,

Licensee 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.

E12. Customization Services. If set forth in an SOW, Customizations may be developed for the use of Licensee and will conform to the Software program identified in the applicable SOW for the Software version to which the Customization Services apply as it exists at the time of development. Customization Services are not covered in Licensee's maintenance plan. If future improvements or Updates to the applicable Software cause the program and/or databases to change, then any Customization provided to Licensee may require modification. The GSA MAS Contractor shall invoice Licensee for the cost of such modification. A very strong possibility exists that installing a hot fix or a service pack, or upgrading to a new version of the Software will require changes to any Customization. The potential also exists that Licensee will not be able to upgrade to a new service pack or version until the Customization has also been upgraded. Licensee may have to wait to gain access to a service pack, hot fix or new version of the Software until an update to the Customization can be scheduled and completed. Licensee will need to test any new Software or Updates, hot-fixes or service packs to determine how its specific Customization(s) may be impacted by any Update to the applicable Software program prior to any such Update.

SECTION F: PRODUCT-SPECIFIC DEFINITIONS AND TERMS. [Section F applies to Perpetual Software Licenses approved under the special item number for the GSA MAS Contract.] The following definitions and terms apply only to the indicated Software when licensed. Applicable Product-Specific Terms take precedence over any conflicting terms in the rest of this Agreement.

F1. Deltek Acumen Products.

- a. Deltek Acumen products contain a product feature allowing termination of the license key in accordance with the parameters of the relevant Order Form and the Agreement, such as to disable one user or license key in support of replacement or to support a future expansion. Deltek will only modify or disable the keys as permitted by the Agreement.
- b. **Collection of Data.** Deltek may collect, maintain, process and use diagnostic, technical, usage and related information, including but not limited to unique system or hardware identifiers, information about your computer, system and application software. The information gathered may be used to provide and improve Deltek's products and services, software updates, support and other services, as well as to verify compliance with the Agreement. Deltek may use this information solely for the purposes described above and consistent with all obligations of confidentiality in the Agreement.
- c. **Data Analytics Tools.** If Customer elects to participate, Deltek may use third party vendor tools, such as Google Analytics, and cookies to collect non-personal information as described under Deltek's privacy statement and cookies policy, on Deltek's website, and as updated from time to time, primarily for the purpose of improving Deltek's products and services. Google Analytics uses first-party cookies and collects and processes data according to its privacy policy, located at www.google.com/policies/privacy/partners/ or other URL that Google may provide from time to time. If Deltek uses other analytics vendors, any terms applicable to such vendor will be reflected in Deltek's privacy policy. Customer may change its preferences for collection, to opt out at any time by unchecking the box in the Options settings in the Software.

F2. Deltek wlnsight 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 wlnsight Analytics database. The Base Package is required for Deltek wlnsight 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. A Basic User may also be given the rights to perform administrator functions.
4. "Deltek wlnsight Analytics" is the latest release of the product formerly known as wlnsight or Deltek wlnsight. This release contains a new analytics module that leverages Third Party Software.

b. License Terms.

1. The Base Package includes one Server License to support Licensee's licensed user base. Licensee has the right to run the Software on a single production server. 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 added for creating clusters of servers that are used to improve the overall performance of the Software for an additional License Fee; unless indicated in the Order Form additional standard servers are not included. Except as otherwise described in the Order Form, Licensee may not install a separate Instance of the Software on an additional server.
2. The number of licensed users allowed is governed by this Agreement and any applicable Order Form.
3. Licensee has the right to access data outside of Deltek wlnsight Analytics so long as the third party data sources are used in conjunction with Deltek wlnsight Analytics (i.e. used in the same dashboard model (qvw file)). Using Deltek wlnsight Analytics other than as described above is prohibited, include creating new dashboard models that do not use Deltek wlnsight Analytics data. The License is for a single installation only unless otherwise noted in an Order Form.
4. Deltek wlnsight Analytics is powered by Qlik. Licensee may not assign any License to Deltek wlnsight Analytics in whole or in part.
5. 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.