

**AUTHORIZED  
INFORMATION TECHNOLOGY SCHEDULE PRICELIST  
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY  
EQUIPMENT, SOFTWARE AND SERVICES**

**SIN 132-33 - PERPETUAL SOFTWARE LICENSES**

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

Application Software

Utility Software

Core Financial Management Software

Microcomputers

Application Software

Utility Software

Core Financial Management Software

Ancillary Financial Systems Software

**SIN 132-34 - MAINTENANCE OF SOFTWARE AS A SERVICE**

**Deltek**

Know more. Do more.®

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**Contract Number: GS-35F-0004P**

**Period Covered by Contract: October 1, 2003 – September 30, 2018**

**DUNS Number: 15-699-1705**

General Services Administration

Federal Acquisition Service

Pricelist current through Modification PS-0033 dated February 25, 2016

Products and ordering information in this Authorized Information Technology Schedule Pricelist are also available on the GSA Advantage! System (<http://www.gsaadvantage.gov>).



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**INFORMATION FOR ORDERING OFFICES APPLICABLE  
TO ALL SPECIAL ITEM NUMBERS**

**SPECIAL NOTICE TO AGENCIES: Small Business Participation**

SBA strongly supports the participation of small business concerns in the Federal Supply Schedules Program. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micro-purchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service ([www.fss.gsa.gov](http://www.fss.gsa.gov)). The catalogs/pricelists, GSA Advantage!™ and the Federal Supply Service Home Page ([www.fss.gsa.gov](http://www.fss.gsa.gov)) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination. For orders exceeding the micro-purchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

**1. GEOGRAPHIC SCOPE OF CONTRACT**

The Geographic Scope of Contract will be domestic delivery only.

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

**2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION**

Deltek, Inc.  
2291 Wood Oak Drive  
Herndon, VA 20171

Contractors are required to accept the Government purchase card for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Government purchase cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering agencies to obtain technical and/or ordering assistance:  
(p) 703-885-9539

**3. LIABILITY FOR INJURY OR DAMAGE**

The Contractor shall not be liable for any injury to Government personnel or damage to Government property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

**4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279**

Block 9: G. Order/Modification under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: 15-699-1705

Block 30: Type of Contractor - Large Business

Block 31: Woman-Owned Small Business - No

Block 36: Contractor's Taxpayer Identification Number (TIN): 54-1252625

4a. CAGE Code: 1RKA1

4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB DESTINATION

6. DELIVERY SCHEDULE

a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-33	30 Days
132-34	30 Days

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

ITEM OR GROUP OF ITEMS (Special Item No. of nomenclature)	Expedited delivery time (Hours/Days ARO)
132-33	*
132-34	*

\* Expedited Shipping upon request at the recipients expense.

7. DISCOUNTS

Prices shown are NET Prices; Basic Discounts have been deducted.

a. Prompt Payment: 0 % - 30 days from receipt of invoice or date of acceptance, whichever is later.

b. Quantity: NONE

c. Dollar Volume: NONE

d. Government Educational Institutions: Government Educational Institutions are offered the same discounts as all other Government customers.

e. Other: NONE

8. TRADE AGREEMENTS ACT OF 1979, AS AMENDED

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING

10. SMALL REQUIREMENTS

The minimum dollar value of orders to be issued is \$100.00

11. **MAXIMUM ORDER** (All dollar amounts are exclusive of any discount for prompt payment.)

The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

  - Special Item Number 132-33 – Perpetual Software Licenses
  - Special Item Number 132-34 – Maintenance of Software
  
12. **ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS**

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

  - a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
  - b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.
  
13. **FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS**

Federal departments and agencies acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering offices, shall be responded to promptly by the Contractor.
  
- 13.1 **FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS)**

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.
  
- 13.2 **FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS)**

Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Supply Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301) 975-2833.
  
14. **CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2001)**
  - (a) **Security Clearances:** The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
  - (b) **Travel:** The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the

Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges. NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.

- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

15. **CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES**

Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)

16. **GSA ADVANTAGE!**

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.gsaadvantage.gov>

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, only if-

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

- a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:
  - (1) Time of delivery/installation quotations for individual orders;
  - (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
  - (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.
- b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.
- c. The maintenance/repair service provided is the standard commercial terms and conditions for the type of products and/or services awarded.

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below: Not applicable

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or 132-9.

23. SECTION 508 COMPLIANCE

I certify that in accordance with 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), FAR 39.2, and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR 1194) General Services Administration (GSA), that all IT hardware / software / services are 508 compliant:

Yes

No

The offeror is required to submit with its offer a designated area on its website that outlines the Voluntary Product Accessibility Template (VPAT) or equivalent qualification, which ultimately becomes the Government Product Accessibility Template (GPAT). Section 508 compliance information on the supplies and services in this contract are available at the following website address (URL): [Deltek.com](http://Deltek.com)

The EIT standard can be found at: [www.Section508.gov](http://www.Section508.gov)

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order

(a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and

(b) The following statement:

This order is placed under written authorization from \_\_\_\_\_ dated \_\_\_\_\_. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or



- (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

**TERMS AND CONDITIONS APPLICABLE TO PERPETUAL  
SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE  
(SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL  
INFORMATION TECHNOLOGY SOFTWARE**

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. GUARANTEE/WARRANTY

- a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty of 60 days as stated in the contract's commercial pricelist will apply to this contract.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

3. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 1.800.456.2009 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8 AM to 8PM EST.

4. SOFTWARE MAINTENANCE

- a. Software maintenance service shall include the following:

Technical Product Support provides assistance to Deltek licensees who are under warranty or have a current software maintenance agreement. Some of the support services offered under the software maintenance agreement for the current supported versions are:

1. Telephone support: 800-456-2009 (8:00AM – 8:00PM EST)
2. Software releases, upgrades, modifications, improvements, enhancements, extensions, and other changes to the software which are generally made available to other customers of Deltek.
3. Reports regarding error corrections and other information pertinent to use of the software.
4. Access to Deltek's support Web site for software downloads and technical documentation as available to other customers of Deltek. <http://www.deltek.com>

Maintenance will be provided for the current release of the software, the most recent previous release, and any other release for one year after its replacement be a subsequent release. Furthermore, if the Government attempts to modify the software, all extended warranties and maintenance on the software will be null and void. Additionally, Deltek owns any derivative works.

- b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

5. PERIODS OF MAINTENANCE (132-34)

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
- b. Maintenance may be discontinued by the Government on thirty (30) calendar days written notice to the Contractor.
- c. Annual Funding. When annually appropriated funds are cited on an order for maintenance, the period of the maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the maintenance orders citing the new appropriation shall be required, if the maintenance is to be continued during any remainder of the contract period.
- d. Cross-Year Funding Within Contract Period. Where an ordering office's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering office may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering offices should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the maintenance is to be terminated at that time. Orders for the continuation of maintenance will be required if the maintenance is to be continued during the subsequent period.

6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

Contractor's Software offerings are perpetual. This Conversion option is not applicable.

7. TERM LICENSE CESSATION

Contractor's Software offerings are perpetual. This option is not applicable.

8. UTILIZATION LIMITATIONS - (132-33, AND 132-34)

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
  - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
  - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.
  - (3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.
  - (4) The ordering activity shall have the right to use the computer software and documentation with the



computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

- (5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

9. SOFTWARE CONVERSIONS - (132-33)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version.

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

11. RIGHT-TO-COPY PRICING

Contractor does not offer right-to-copy licenses.

**USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION  
PROCUREMENT PROGRAMS**

**PREAMBLE**

Deltek, Inc. provides commercial products and services to the Federal Government. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

**COMMITMENT**

- To actively seek and partner with small businesses.
- To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.
- To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.
- To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.
- To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.
- To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.
- To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.
- We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in Federal Government contracts. To accelerate potential opportunities please contact **Rosemary Kuperberg, Senior Corporate Counsel, 703.995.2428, [gsaschedules@deltek.com](mailto:gsaschedules@deltek.com)**.

**SUGGESTED BLANKET PURCHASE AGREEMENT (BPA) FORMAT**

**BEST VALUE  
BLANKET PURCHASE AGREEMENT  
FEDERAL SUPPLY SCHEDULE**

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (Agency) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) \_\_\_\_\_.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the Government that works better and costs less.

Signatures

\_\_\_\_\_  
Agency

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

(CUSTOMER NAME)

BPA NUMBER \_\_\_\_\_

**BLANKET PURCHASE AGREEMENT**

Pursuant to GSA Federal Supply Schedule Contract Number(s) \_\_\_\_\_, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (Ordering Agency):

- (1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

- (2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

- (3) The Government estimates, but does not guarantee that the volume of purchases through this agreement will be \_\_\_\_\_.

- (4) This BPA does not obligate any funds.

- (5) This BPA expires on \_\_\_\_\_ or at the end of the contract period, whichever is earlier. (6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

- (7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.
- (8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:
  - (a) Name of Contractor;
  - (b) Contract Number;
  - (c) BPA Number;
  - (d) Model Number or National Stock Number (NSN);
  - (e) Purchase Order Number;
  - (f) Date of Purchase;



(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

(h) Date of Shipment.

- (9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.
- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

**BASIC GUIDELINES FOR USING  
“CONTRACTOR TEAM ARRANGEMENTS”**

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a customer agency requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions of the Federal Supply Schedule Contract. Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customer’s needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- Customers make a best value selection.

**DELTEK INC.'S AUTHORIZED GSA PRICING**

SIN	Product Number	Product Description	Quantity	Unit of Measure	GSA Price	Warranty	COO
132-33	200-10474-1	Cobra Web Pack named user license seat	From 1 to 49	Seats	\$ 70.53	90 Days	US
132-34	200-10474-1M	Software Maintenance for named user license seats of Cobra Web Pack including phone support and software updates	From 1 to 49	Seat-Quarters	\$ 3.53	-	
132-33	200-10474-50	Cobra Web Pack named user license seat	From 50 to 99	Seats	\$ 63.48	90 Days	US
132-34	200-10474-50M	Software maintenance for named user license seats of Cobra Web Pack including phone support and software updates	From 50 to 99	Seat-Quarters	\$ 3.17	-	
132-33	200-10474-100	Cobra Web Pack named user license seat	From 100 to 499	Seats	\$ 59.95	90 Days	US
132-34	200-10474-100M	Software maintenance for named user license seats of Cobra Web Pack including phone support and software updates	From 100 to 499	Seat-Quarters	\$ 3.00	-	
132-33	200-10474-500	Cobra Web Pack named user license seat	From 500 to 999	Seats	\$ 52.90	90 Days	US
132-34	200-10474-500M	Software maintenance for named user license seats of Cobra Web Pack including phone support and software updates	From 500 to 999	Seat-Quarters	\$ 2.64	-	
132-33	200-10474-1000	Cobra Web Pack named user license seat	1999	Seats	\$ 45.84	90 Days	US
132-34	200-10474-1000M	Software maintenance for named user license seats of Cobra Web Pack including phone support and software updates	1999	Seat-Quarters	\$ 2.29	-	
132-33	200-10474-2000	Cobra Web Pack named user license seat	4999	Seats	\$ 35.26	90 Days	US
132-34	200-10474-2000M	Software maintenance for named user license seats of Cobra Web Pack including phone support and software updates	4999	Seat-Quarters	\$ 1.76	-	
132-33	200-10474-5000	Cobra Web Pack named user license seat	5000 or more	Seats	\$ 31.74	90 Days	US
132-34	200-10474-5000M	Software maintenance for named user license seats of Cobra Web Pack including phone support and software updates	5000 or more	Seat-Quarters	\$ 1.59	-	
132-33	200-10110-1	Cobra Web Pack server license	1	Server license	\$ 10,579.35	90 Days	US
132-34	200-10110-1M	Software Maintenance for a Cobra Web Pack server license including phone support and software updates	1	Quarter	\$ 528.97	-	
132-33	200-10110-2	Cobra Web Pack server license	2 or more	Server license	\$ 7,934.51	90 Days	US
132-34	200-10110-2M	Software Maintenance for a Cobra Web Pack server license including phone support and software updates	2 or more	Quarter	\$ 396.73	-	

SIN	Product Number	Product Description	Quantity	Unit of Measure	GSA Price	Warranty	COO
132-33	200-10422-1	WelcomHome named user license seats	From 1 to 49	Seats	\$ 176.32	90 Days	US
132-34	200-10422-1M	Software Maintenance for named user license seats of WelcomHome including phone support and software updates	From 1 to 49	Seat-Quarters	\$ 8.82	-	
132-33	200-10422-50	WelcomHome named user license seats	From 50 to 99	Seats	\$ 158.69	90 Days	US
132-34	200-10422-50M	Software Maintenance for named user license seats of WelcomHome including phone support and software updates	From 50 to 99	Seat-Quarters	\$ 7.93	-	
132-33	200-10422-100	WelcomHome named user license seats	From 100 to 499	Seats	\$ 150.23	90 Days	US
132-34	200-10422-100M	Software Maintenance for named user license seats of WelcomHome including phone support and software updates	From 100 to 499	Seat-Quarters	\$ 7.51	-	
132-33	200-10422-500	WelcomHome named user license seats	From 500 to 999	Seats	\$ 132.59	90 Days	US
132-34	200-10422-500M	Software Maintenance for named user license seats of WelcomHome including phone support and software updates	From 500 to 999	Seat-Quarters	\$ 6.63	-	
132-33	200-10422-1000	WelcomHome named user license seats	1999	Seats	\$ 114.96	90 Days	US
132-34	200-10422-1000M	Software Maintenance for named user license seats of WelcomHome including phone support and software updates	1999	Seat-Quarters	\$ 5.75	-	
132-33	200-10422-2000	WelcomHome named user license seats	4999	Seats	\$ 88.16	90 Days	US
132-34	200-10422-2000M	Software Maintenance for named user license seats of WelcomHome including phone support and software updates	4999	Seat-Quarters	\$ 4.41	-	
132-33	200-10422-5000	WelcomHome named user license seats	5000 or more	Seats	\$ 79.70	90 Days	US
132-34	200-10422-5000M	Software Maintenance for named user license seats of WelcomHome including phone support and software updates	5000 or more	Seat-Quarters	\$ 3.98	-	
132-33	200-10112-1	WelcomHome server license	1	Server license	\$ 10,579.35	90 Days	US
132-34	200-10112-1M	Software Maintenance for a WelcomHome server license including phone support and software updates	1	Quarter	\$ 528.97	-	
132-33	200-10112-2	WelcomHome server license	2 or more	Server license	\$ 7,934.51	90 Days	US
132-34	200-10112-2M	Software Maintenance for a WelcomHome server license including phone support and software updates	2 or more	Quarter	\$ 396.73	-	
132-33	200-10115-1	Risk+ named user license seat for quantitative risk analysis and risk management of schedules maintained in Microsoft Project (Microsoft Project license NOT included)	From 1 to 9	Seat	\$ 490.18	90 Days	US

SIN	Product Number	Product Description	Quantity	Unit of Measure	GSA Price	Warranty	COO
132-34	200-10115-1M	Software Maintenance for a single named user license seat of Risk+ including phone support and software updates	From 1 to 9	Seat-Quarters	\$ 24.51	-	
132-33	200-10115-10	Risk+ named user license seat for quantitative risk analysis and risk management of schedules maintained in Microsoft Project (Microsoft Project license NOT included)	From 10 to 24	Seats	\$ 460.55	90 Days	US
132-34	200-10115-10M	Software Maintenance for named user license seats of Risk+ including phone support and software updates	From 10 to 24	Seat-Quarters	\$ 23.03	-	
132-33	200-10115-25	Risk+ named user license seat for quantitative risk analysis and risk management of schedules maintained in Microsoft Project (Microsoft Project license NOT included)	From 25 to 49	Seats	\$ 441.51	90 Days	US
132-34	200-10115-25M	Software Maintenance for named user license seats of Risk+ including phone support and software updates	From 25 to 49	Seat-Quarters	\$ 22.08	-	
132-33	200-10115-50	Risk+ named user license seat for quantitative risk analysis and risk management of schedules maintained in Microsoft Project (Microsoft Project license NOT included)	From 50 to 99	Seats	\$ 421.76	90 Days	US
132-34	200-10115-50M	Software Maintenance for named user license seats of Risk+ including phone support and software updates	From 50 to 99	Seat-Quarters	\$ 21.09	-	
132-33	200-10115-100	Risk+ named user license seat for quantitative risk analysis and risk management of schedules maintained in Microsoft Project (Microsoft Project license NOT included)	From 100 to 249	Seats	\$ 392.14	90 Days	US
132-34	200-10115-100M	Software Maintenance for named user license seats of Risk+ including phone support and software updates	From 100 to 249	Seat-Quarters	\$ 19.61	-	
132-33	200-10115-250	Risk+ named user license seat for quantitative risk analysis and risk management of schedules maintained in Microsoft Project (Microsoft Project license NOT included)	From 250 to 499	Seats	\$ 343.48	90 Days	US
132-34	200-10115-250M	Software Maintenance for named user license seats of Risk+ including phone support and software updates	From 250 to 499	Seat-Quarters	\$ 17.17	-	
132-33	200-10115-500	Risk+ named user license seat for quantitative risk analysis and risk management of schedules maintained in Microsoft Project (Microsoft Project license NOT included)	From 500 to 999	Seats	\$ 245.44	90 Days	US
132-34	200-10115-500M	Software Maintenance for named user license seats of Risk+ including phone support and software updates	From 500 to 999	Seat-Quarters	\$ 12.27	-	

SIN	Product Number	Product Description	Quantity	Unit of Measure	GSA Price	Warranty	COO
132-33	200-10115-1000	Risk+ named user license seat for quantitative risk analysis and risk management of schedules maintained in Microsoft Project (Microsoft Project license NOT included)	1000 or more	Seats	\$ 171.39	90 Days	US
132-34	200-10115-1000M	Software Maintenance for named user license seats of Risk+ including phone support and software updates	1000 or more	Seat-Quarters	\$ 8.57	-	
132-33	200-10458-1	MPM concurrent user license seats	From 1 to 9	Seat	\$ 9,874.06	90 Days	US
132-34	200-10458-1M	Software Maintenance for a single concurrent user license seat of MPM including phone support and software updates	From 1 to 9	Seat-Quarters	\$ 493.70	-	
132-33	200-10458-10	MPM concurrent user license seats	From 10 to 24	Seats	\$ 9,281.61	90 Days	US
132-34	200-10458-10M	Software maintenance for concurrent user license seats of MPM including phone support and software updates	From 10 to 24	Seat-Quarters	\$ 464.08	-	
132-33	200-10458-25	MPM concurrent user license seats	From 25 to 49	Seats	\$ 8,886.65	90 Days	US
132-34	200-10458-25M	Software maintenance for concurrent user license seats of MPM including phone support and software updates	From 25 to 49	Seat-Quarters	\$ 444.33	-	
132-33	200-10458-50	MPM concurrent user license seats	From 50 to 99	Seats	\$ 8,491.69	90 Days	US
132-34	200-10458-50M	Software maintenance for concurrent user license seats of MPM including phone support and software updates	From 50 to 99	Seat-Quarters	\$ 424.58	-	
132-33	200-10458-100	MPM concurrent user license seats	From 100 to 249	Seats	\$ 7,899.24	90 Days	US
132-34	200-10458-100M	Software maintenance for concurrent user license seats of MPM including phone support and software updates	From 100 to 249	Seat-Quarters	\$ 394.96	-	
132-33	200-10458-250	MPM concurrent user license seats	From 250 to 499	Seats	\$ 6,911.84	90 Days	US
132-34	200-10458-250M	Software maintenance for concurrent user license seats of MPM including phone support and software updates	From 250 to 499	Seat-Quarters	\$ 345.59	-	
132-33	200-10458-500	MPM concurrent user license seats	From 500 to 999	Seats	\$ 4,937.03	90 Days	US
132-34	200-10458-500M	Software maintenance for concurrent user license seats of MPM including phone support and software updates	From 500 to 999	Seat-Quarters	\$ 246.85	-	
132-33	200-10458-1000	MPM concurrent user license seats	1000 or more	Seats	\$ 3,455.92	90 Days	US
132-34	200-10458-1000M	Software maintenance for concurrent user license seats of MPM including phone support and software updates	1000 or more	Seat-Quarters	\$ 172.80	-	
132-33	200-10462-1	Winsight Professional named user license seat	From 1 to 9	Seat	\$ 1,904.28	90 Days	US

SIN	Product Number	Product Description	Quantity	Unit of Measure	GSA Price	Warranty	COO
132-34	200-10462-1M	Software Maintenance for a named user license seats of Winsight Professional including phone support and software updates	From 1 to 9	Seat-Quarters	\$ 95.21	-	
132-33	200-10462-10	Winsight Professional named user license seat	From 10 to 24	Seats	\$ 1,790.03	90 Days	US
132-34	200-10462-10M	Software maintenance for named user license seats of Winsight Professional including phone support and software updates	From 10 to 24	Seat-Quarters	\$ 89.50	-	
132-33	200-10462-25	Winsight Professional named user license seat	From 25 to 49	Seats	\$ 1,713.85	90 Days	US
132-34	200-10462-25M	Software maintenance for named user license seats of Winsight Professional including phone support and software updates	From 25 to 49	Seat-Quarters	\$ 85.69	-	
132-33	200-10462-50	Winsight Professional named user license seat	From 50 to 99	Seats	\$ 1,637.68	90 Days	US
132-34	200-10462-50M	Software maintenance for named user license seats of Winsight Professional including phone support and software updates	From 50 to 99	Seat-Quarters	\$ 81.88	-	
132-33	200-10462-100	Winsight Professional named user license seat	From 100 to 249	Seats	\$ 1,523.43	90 Days	US
132-34	200-10462-100M	Software maintenance for named user license seats of Winsight Professional including phone support and software updates	From 100 to 249	Seat-Quarters	\$ 76.17	-	
132-33	200-10462-250	Winsight Professional named user license seat	From 250 to 499	Seats	\$ 1,333.00	90 Days	US
132-34	200-10462-250M	Software maintenance for named user license seats of Winsight Professional including phone support and software updates	From 250 to 499	Seat-Quarters	\$ 66.65	-	
132-33	200-10462-500	Winsight Professional named user license seat	From 500 to 999	Seats	\$ 952.14	90 Days	US
132-34	200-10462-500M	Software maintenance for named user license seats of Winsight Professional including phone support and software updates	From 500 to 999	Seat-Quarters	\$ 47.61	-	
132-33	200-10462-1000	Winsight Professional named user license seat	1000 or more	Seats	\$ 666.50	90 Days	US
132-34	200-10462-1000M	Software maintenance for named user license seats of Winsight Professional including phone support and software updates	1000 or more	Seat-Quarters	\$ 33.32	-	
132-33	200-10463-01	Winsight Professional concurrent user license seat	From 1 to 9	Seat	\$ 5,712.85	90 Days	US
132-34	200-10463-01M	Software Maintenance for a concurrent user license seat of Winsight Professional including phone support and software updates	From 1 to 9	Seat-Quarters	\$ 285.64	-	
132-33	200-10463-10	Winsight Professional concurrent user license seat	From 10 to 24	Seats	\$ 5,370.08	90 Days	US
132-34	200-10463-10M	Software maintenance for concurrent user license seats of Winsight Professional including phone support and software updates	From 10 to 24	Seat-Quarters	\$ 268.50	-	
132-33	200-10463-25	Winsight Professional concurrent user license seat	From 25 to 49	Seats	\$ 5,141.56	90 Days	US

SIN	Product Number	Product Description	Quantity	Unit of Measure	GSA Price	Warranty	COO
132-34	200-10463-25M	Software maintenance for concurrent user license seats of Winsight Professional including phone support and software updates	From 25 to 49	Seat-Quarters	\$ 257.08	-	
132-33	200-10463-50	Winsight Professional concurrent user license seat	From 50 to 99	Seats	\$ 4,913.05	90 Days	US
132-34	200-10463-50M	Software maintenance for concurrent user license seats of Winsight Professional including phone support and software updates	From 50 to 99	Seat-Quarters	\$ 245.65	-	
132-33	200-10463-100	Winsight Professional concurrent user license seat	From 100 to 249	Seats	\$ 4,570.28	90 Days	US
132-34	200-10463-100M	Software maintenance for concurrent user license seats of Winsight Professional including phone support and software updates	From 100 to 249	Seat-Quarters	\$ 228.51	-	
132-33	200-10463-250	Winsight Professional concurrent user license seat	From 250 to 499	Seats	\$ 3,998.99	90 Days	US
132-34	200-10463-250M	Software maintenance for concurrent user license seats of Winsight Professional including phone support and software updates	From 250 to 499	Seat-Quarters	\$ 199.95	-	
132-33	200-10463-500	Winsight Professional concurrent user license seat	From 500 to 999	Seats	\$ 2,856.42	90 Days	US
132-34	200-10463-500M	Software maintenance for concurrent user license seats of Winsight Professional including phone support and software updates	From 500 to 999	Seat-Quarters	\$ 142.82	-	
132-33	200-10463-1000	Winsight Professional concurrent user license seat	1000 or more	Seats	\$ 1,999.50	90 Days	US
132-34	200-10463-1000M	Software maintenance for concurrent user license seats of Winsight Professional including phone support and software updates	1000 or more	Seat-Quarters	\$ 99.97	-	
132-33	200-10464-01	Winsight Desktop named user license seat	From 1 to 9	Seat	\$ 811.08	90 Days	US
132-34	200-10464-01M	Software Maintenance for a named user license seats of Winsight Desktop including phone support and software updates	From 1 to 9	Seat-Quarters	\$ 40.55	-	
132-33	200-10464-10	Winsight Desktop named user license seat	From 10 to 24	Seats	\$ 762.42	90 Days	US
132-34	200-10464-10M	Software maintenance for named user license seats of Winsight Desktop including phone support and software updates	From 10 to 24	Seat-Quarters	\$ 38.12	-	
132-33	200-10464-25	Winsight Desktop named user license seat	From 25 to 49	Seats	\$ 729.97	90 Days	US
132-34	200-10464-25M	Software maintenance for named user license seats of Winsight Desktop including phone support and software updates	From 25 to 49	Seat-Quarters	\$ 36.50	-	
132-33	200-10464-50	Winsight Desktop named user license seat	From 50 to 99	Seats	\$ 697.53	90 Days	US
132-34	200-10464-50M	Software maintenance for named user license seats of Winsight Desktop including phone support and software updates	From 50 to 99	Seat-Quarters	\$ 34.88	-	
132-33	200-10464-100	Winsight Desktop named user license seat	From 100 to 249	Seats	\$ 648.87	90 Days	US

SIN	Product Number	Product Description	Quantity	Unit of Measure	GSA Price	Warranty	COO
132-34	200-10464-100M	Software maintenance for named user license seats of Winsight Desktop including phone support and software updates	From 100 to 249	Seat-Quarters	\$ 32.44	-	
132-33	200-10464-250	Winsight Desktop named user license seat	From 250 to 499	Seats	\$ 567.76	90 Days	US
132-34	200-10464-250M	Software maintenance for named user license seats of Winsight Desktop including phone support and software updates	From 250 to 499	Seat-Quarters	\$ 28.39	-	
132-33	200-10464-500	Winsight Desktop named user license seat	From 500 to 999	Seats	\$ 405.54	90 Days	US
132-34	200-10464-500M	Software maintenance for named user license seats of Winsight Desktop including phone support and software updates	From 500 to 999	Seat-Quarters	\$ 20.28	-	
132-33	200-10464-1000	Winsight Desktop named user license seat	1000 or more	Seats	\$ 284.23	90 Days	US
132-34	200-10464-1000M	Software maintenance for named user license seats of Winsight Desktop including phone support and software updates	1000 or more	Seat-Quarters	\$ 14.21	-	
132-33	200-10465-01	Winsight Desktop concurrent user license seats	From 1 to 9	Seat	\$ 2,433.25	90 Days	US
132-34	200-10465-01M	Software Maintenance for concurrent user license seats of Winsight Desktop including phone support and software updates	From 1 to 9	Seat-Quarters	\$ 121.66	-	
132-33	200-10465-10	Winsight Desktop concurrent user license seats	From 10 to 24	Seats	\$ 2,287.25	90 Days	US
132-34	200-10465-10M	Software maintenance for concurrent user license seats of Winsight Desktop including phone support and software updates	From 10 to 24	Seat-Quarters	\$ 114.36	-	
132-33	200-10465-25	Winsight Desktop concurrent user license seats	From 25 to 49	Seats	\$ 2,189.92	90 Days	US
132-34	200-10465-25M	Software maintenance for concurrent user license seats of Winsight Desktop including phone support and software updates	From 25 to 49	Seat-Quarters	\$ 109.50	-	
132-33	200-10465-50	Winsight Desktop concurrent user license seats	From 50 to 99	Seats	\$ 2,092.59	90 Days	US
132-34	200-10465-50M	Software maintenance for concurrent user license seats of Winsight Desktop including phone support and software updates	From 50 to 99	Seat-Quarters	\$ 104.63	-	
132-33	200-10465-100	Winsight Desktop concurrent user license seats	From 100 to 249	Seats	\$ 1,946.60	90 Days	US
132-34	200-10465-100M	Software maintenance for concurrent user license seats of Winsight Desktop including phone support and software updates	From 100 to 249	Seat-Quarters	\$ 97.33	-	
132-33	200-10465-250	Winsight Desktop concurrent user license seats	From 250 to 499	Seats	\$ 1,703.27	90 Days	
132-34	200-10465-250M	Software maintenance for concurrent user license seats of Winsight Desktop including phone support and software updates	From 250 to 499	Seat-Quarters	\$ 85.16	-	
132-33	200-10465-500	Winsight Desktop concurrent user license seats	From 500 to 999	Seats	\$ 1,216.62	90 Days	US

SIN	Product Number	Product Description	Quantity	Unit of Measure	GSA Price	Warranty	COO
132-34	200-10465-500M	Software maintenance for concurrent user license seats of Winsight Desktop including phone support and software updates	From 500 to 999	Seat-Quarters	\$ 60.83	-	
132-33	200-10465-1000	Winsight Desktop concurrent user license seats	1000 or more	Seats	\$ 851.99	90 Days	US
132-34	200-10465-1000M	Software maintenance for concurrent user license seats of Winsight Desktop including phone support and software updates	1000 or more	Seat-Quarters	\$ 42.60	-	
132-33	200-10466-01	Winsight Connect named user license seats to connect Winsight to EVM/cost engines other than Deltek Cobra	From 1 to 9	Seat	\$ 1,057.93	90 Days	US
132-34	200-10466-01M	Software Maintenance for named user license seats of Winsight Connect including phone support and software updates	From 1 to 9	Seat-Quarters	\$ 52.90	-	
132-33	200-10466-10	Winsight Connect named user license seats to connect Winsight to EVM/cost engines other than Deltek Cobra	From 10 to 24	Seats	\$ 994.46	90 Days	US
132-34	200-10466-10M	Software Maintenance for named user license seats of Winsight Connect including phone support and software updates	From 10 to 24	Seat-Quarters	\$ 49.72	-	
132-33	200-10466-25	Winsight Connect named user license seats to connect Winsight to EVM/cost engines other than Deltek Cobra	From 25 to 49	Seats	\$ 952.14	90 Days	US
132-34	200-10466-25M	Software Maintenance for named user license seats of Winsight Connect including phone support and software updates	From 25 to 49	Seat-Quarters	\$ 47.61	-	
132-33	200-10466-50	Winsight Connect named user license seats to connect Winsight to EVM/cost engines other than Deltek Cobra	From 50 to 99	Seats	\$ 909.82	90 Days	US
132-34	200-10466-50M	Software Maintenance for named user license seats of Winsight Connect including phone support and software updates	From 50 to 99	Seat-Quarters	\$ 45.49	-	
132-33	200-10466-100	Winsight Connect named user license seats to connect Winsight to EVM/cost engines other than Deltek Cobra	From 100 to 249	Seats	\$ 846.35	90 Days	US
132-34	200-10466-100M	Software Maintenance for named user license seats of Winsight Connect including phone support and software updates	From 100 to 249	Seat-Quarters	\$ 42.32	-	
132-33	200-10466-250	Winsight Connect named user license seats to connect Winsight to EVM/cost engines other than Deltek Cobra	From 250 to 499	Seats	\$ 740.55	90 Days	US
132-34	200-10466-250M	Software Maintenance for named user license seats of Winsight Connect including phone support and software updates	From 250 to 499	Seat-Quarters	\$ 37.03	-	

SIN	Product Number	Product Description	Quantity	Unit of Measure	GSA Price	Warranty	COO
132-33	200-10466-500	Winsight Connect named user license seats to connect Winsight to EVM/cost engines other than Deltek Cobra	From 500 to 999	Seats	\$ 528.97	90 Days	US
132-34	200-10466-500M	Software Maintenance for named user license seats of Winsight Connect including phone support and software updates	From 500 to 999	Seat-Quarters	\$ 26.45	-	
132-33	200-10466-1000	Winsight Connect named user license seats to connect Winsight to EVM/cost engines other than Deltek Cobra	1000 or more	Seats	\$ 370.28	90 Days	US
132-34	200-10466-1000M	Software Maintenance for named user license seats of Winsight Connect including phone support and software updates	1000 or more	Seat-Quarters	\$ 18.51	-	
132-33	200-10467-01	Winsight Connect concurrent user license seats to connect Winsight to EVM/cost engines other than Deltek Cobra	From 1 to 9	Seat	\$ 3,173.80	90 Days	US
132-34	200-10467-01M	Software Maintenance for concurrent user license seat of Winsight Connect including phone support and software updates	From 1 to 9	Seat-Quarters	\$ 158.69	-	
132-33	200-10467-10	Winsight Connect concurrent user license seats to connect Winsight to EVM/cost engines other than Deltek Cobra	From 10 to 24	Seats	\$ 2,983.38	90 Days	US
132-34	200-10467-10M	Software Maintenance for concurrent user license seat of Winsight Connect including phone support and software updates	From 10 to 24	Seat-Quarters	\$ 149.17	-	
132-33	200-10467-25	Winsight Connect concurrent user license seats to connect Winsight to EVM/cost engines other than Deltek Cobra	From 25 to 49	Seats	\$ 2,856.42	90 Days	US
132-34	200-10467-25M	Software Maintenance for concurrent user license seat of Winsight Connect including phone support and software updates	From 25 to 49	Seat-Quarters	\$ 142.82	-	
132-33	200-10467-50	Winsight Connect concurrent user license seats to connect Winsight to EVM/cost engines other than Deltek Cobra	From 50 to 99	Seats	\$ 2,729.47	90 Days	US
132-34	200-10467-50M	Software Maintenance for concurrent user license seat of Winsight Connect including phone support and software updates	From 50 to 99	Seat-Quarters	\$ 136.47	-	
132-33	200-10467-100	Winsight Connect concurrent user license seats to connect Winsight to EVM/cost engines other than Deltek Cobra	From 100 to 249	Seats	\$ 2,539.04	90 Days	US
132-34	200-10467-100M	Software Maintenance for concurrent user license seat of Winsight Connect including phone support and software updates	From 100 to 249	Seat-Quarters	\$ 126.95	-	
132-33	200-10467-250	Winsight Connect concurrent user license seats to connect Winsight to EVM/cost engines other than Deltek Cobra	From 250 to 499	Seats	\$ 2,221.66	90 Days	US

SIN	Product Number	Product Description	Quantity	Unit of Measure	GSA Price	Warranty	COO
132-34	200-10467-250M	Software Maintenance for concurrent user license seat of Winsight Connect including phone support and software updates	From 250 to 499	Seat-Quarters	\$ 111.08	-	
132-33	200-10467-500	Winsight Connect concurrent user license seats to connect Winsight to EVM/cost engines other than Deltek Cobra	From 500 to 999	Seats	\$ 1,586.90	90 Days	US
132-34	200-10467-500M	Software Maintenance for concurrent user license seat of Winsight Connect including phone support and software updates	From 500 to 999	Seat-Quarters	\$ 79.35	-	
132-33	200-10467-1000	Winsight Connect concurrent user license seats to connect Winsight to EVM/cost engines other than Deltek Cobra	1000 or more	Seats	\$ 1,110.83	90 Days	US
132-34	200-10467-1000M	Software Maintenance for concurrent user license seat of Winsight Connect including phone support and software updates	1000 or more	Seat-Quarters	\$ 55.54	-	
132-33	200-10468-1	Winsight Dashboard named user license seats	From 1 to 49	Seats	\$ 141.06	90 Days	US
132-34	200-10468-1M	Software Maintenance for named user license seats of Winsight Dashboard including phone support and software updates	From 1 to 49	Seat-Quarters	\$ 7.05	-	
132-33	200-10468-50	Winsight Dashboard named user license seats	From 50 to 99	Seats	\$ 126.95	90 Days	US
132-34	200-10468-50M	Software Maintenance for named user license seats of Winsight Dashboard including phone support and software updates	From 50 to 99	Seat-Quarters	\$ 6.35	-	
132-33	200-10468-100	Winsight Dashboard named user license seats	From 100 to 499	Seats	\$ 119.90	90 Days	US
132-34	200-10468-100M	Software Maintenance for named user license seats of Winsight Dashboard including phone support and software updates	From 100 to 499	Seat-Quarters	\$ 5.99	-	
132-33	200-10468-500	Winsight Dashboard named user license seats	From 500 to 999	Seats	\$ 105.79	90 Days	US
132-34	200-10468-500M	Software Maintenance for named user license seats of Winsight Dashboard including phone support and software updates	From 500 to 999	Seat-Quarters	\$ 5.29	-	
132-33	200-10468-1000	Winsight Dashboard named user license seats	From 1000 to 1999	Seats	\$ 91.69	90 Days	US
132-34	200-10468-1000M	Software Maintenance for named user license seats of Winsight Dashboard including phone support and software updates	From 1000 to 1999	Seat-Quarters	\$ 4.58	-	
132-33	200-10468-2000	Winsight Dashboard named user license seats	From 2000 to 4999	Seats	\$ 70.53	90 Days	US
132-34	200-10468-2000M	Software Maintenance for named user license seats of Winsight Dashboard including phone support and software updates	From 2000 to 4999	Seat-Quarters	\$ 3.53	-	
132-33	200-10468-5000	Winsight Dashboard named user license seats	5000 or more	Seats	\$ 63.48	90 Days	US

SIN	Product Number	Product Description	Quantity	Unit of Measure	GSA Price	Warranty	COO
132-34	200-10468-5000M	Software Maintenance for named user license seats of Winsight Dashboard including phone support and software updates	5000 or more	Seat-Quarters	\$ 3.17	-	
132-33	200-10469-1	Winsight Dashboard server license	1	Server license	\$ 10,579.35	90 Days	US
132-34	200-10469-1M	Software Maintenance for a Winsight Dashboard server license including phone support and software updates	1	Quarter	\$ 528.97	-	
132-33	200-10469-2	Winsight Dashboard server license	2 or more	Server license	\$ 7,934.51	90 Days	US
132-34	200-10469-2M	Software Maintenance for a Winsight Dashboard server license including phone support and software updates	2 or more	Quarter	\$ 396.73	-	
132-33	200-10470-10	Welcom Risk/Welcom Portfolio Bundle named user license seats	From 1 to 49	Seats	\$ 1,057.93	90 Days	US
132-34	200-10470-10M	Software Maintenance for named user license seats of the Welcom Risk/Welcom Portfolio Bundle including phone support and software updates	From 1 to 49	Seat-Quarters	\$ 52.90	-	
132-33	200-10470-50	Welcom Risk/Welcom Portfolio Bundle named user license seats	From 50 to 99	Seats	\$ 952.14	90 Days	US
132-34	200-10470-50M	Software Maintenance for named user license seats of the Welcom Risk/Welcom Portfolio Bundle including phone support and software updates	From 50 to 99	Seat-Quarters	\$ 47.61	-	
132-33	200-10470-100	Welcom Risk/Welcom Portfolio Bundle named user license seats	From 100 to 499	Seats	\$ 899.24	90 Days	US
132-34	200-10470-100M	Software Maintenance for named user license seats of the Welcom Risk/Welcom Portfolio Bundle including phone support and software updates	From 100 to 499	Seat-Quarters	\$ 44.96	-	
132-33	200-10470-500	Welcom Risk/Welcom Portfolio Bundle named user license seats	From 500 to 999	Seats	\$ 793.45	90 Days	US
132-34	200-10470-500M	Software Maintenance for named user license seats of the Welcom Risk/Welcom Portfolio Bundle including phone support and software updates	From 500 to 999	Seat-Quarters	\$ 39.67	-	
132-33	200-10470-1000	Welcom Risk/Welcom Portfolio Bundle named user license seats	From 1000 to 1999	Seats	\$ 687.66	90 Days	US
132-34	200-10470-1000M	Software Maintenance for named user license seats of the Welcom Risk/Welcom Portfolio Bundle including phone support and software updates	From 1000 to 1999	Seat-Quarters	\$ 34.38	-	
132-33	200-10470-2000	Welcom Risk/Welcom Portfolio Bundle named user license seats	From 2000 to 4999	Seats	\$ 528.97	90 Days	US
132-34	200-10470-2000M	Software Maintenance for named user license seats of the Welcom Risk/Welcom Portfolio Bundle including phone support and software updates	From 2000 to 4999	Seat-Quarters	\$ 26.45	-	

SIN	Product Number	Product Description	Quantity	Unit of Measure	GSA Price	Warranty	COO
132-33	200-10470-5000	Welcom Risk/Welcom Portfolio Bundle named user license seats	5000 or more	Seats	\$ 476.07	90 Days	US
132-34	200-10470-5000M	Software Maintenance for named user license seats of the Welcom Risk/Welcom Portfolio Bundle including phone support and software updates	5000 or more	Seat-Quarters	\$ 23.80	-	
132-33	200-10111-01	Open Plan named user license seats	From 1 to 9	Seat	\$ 1,410.58	90 Days	US
132-34	200-10111-01M	Software Maintenance for named user license seats of Open Plan including phone support and software updates	From 1 to 9	Seat-Quarters	\$ 70.53	-	
132-33	200-10111-10	Open Plan named user license seats	From 10 to 24	Seats	\$ 1,325.94	90 Days	US
132-34	200-10111-10M	Software Maintenance for named user license seats of Open Plan including phone support and software updates	From 10 to 24	Seat-Quarters	\$ 66.30	-	
132-33	200-10111-25	Open Plan named user license seats	From 25 to 49	Seats	\$ 1,269.52	90 Days	US
132-34	200-10111-25M	Software Maintenance for named user license seats of Open Plan including phone support and software updates	From 25 to 49	Seat-Quarters	\$ 63.48	-	
132-33	200-10111-50	Open Plan named user license seats	From 50 to 99	Seats	\$ 1,213.10	90 Days	US
132-34	200-10111-50M	Software Maintenance for named user license seats of Open Plan including phone support and software updates	From 50 to 99	Seat-Quarters	\$ 60.65	-	
132-33	200-10111-100	Open Plan named user license seats	From 100 to 249	Seats	\$ 1,128.46	90 Days	US
132-34	200-10111-100M	Software Maintenance for named user license seats of Open Plan including phone support and software updates	From 100 to 249	Seat-Quarters	\$ 56.42	-	
132-33	200-10111-250	Open Plan named user license seats	From 250 to 499	Seats	\$ 987.41	90 Days	US
132-34	200-10111-250M	Software Maintenance for named user license seats of Open Plan including phone support and software updates	From 250 to 499	Seat-Quarters	\$ 49.37	-	
132-33	200-10111-500	Open Plan named user license seats	From 500 to 999	Seats	\$ 705.29	90 Days	US
132-34	200-10111-500M	Software Maintenance for named user license seats of Open Plan including phone support and software updates	From 500 to 999	Seat-Quarters	\$ 35.26	-	
132-33	200-10111-1000	Open Plan named user license seats	1000 or more	Seats	\$ 493.70	90 Days	US
132-34	200-10111-1000M	Software Maintenance for named user license seats of Open Plan including phone support and software updates	1000 or more	Seat-Quarters	\$ 24.69	-	
132-33	200-10471-01	Open Plan concurrent user license seats	From 1 to 9	Seat	\$ 4,231.74	90 Days	US

SIN	Product Number	Product Description	Quantity	Unit of Measure	GSA Price	Warranty	COO
132-34	200-10471-01M	Software Maintenance for concurrent user license seats of Open Plan including phone support and software updates	From 1 to 9	Seat-Quarters	\$ 211.59	-	
132-33	200-10471-10	Open Plan concurrent user license seats	From 10 to 24	Seats	\$ 3,977.83	90 Days	US
132-34	200-10471-10M	Software Maintenance for concurrent user license seats of Open Plan including phone support and software updates	From 10 to 24	Seat-Quarters	\$ 198.89	-	
132-33	200-10471-25	Open Plan concurrent user license seats	From 25 to 49	Seats	\$ 3,808.56	90 Days	US
132-34	200-10471-25M	Software Maintenance for concurrent user license seats of Open Plan including phone support and software updates	From 25 to 49	Seat-Quarters	\$ 190.43	-	
132-33	200-10471-50	Open Plan concurrent user license seats	From 50 to 99	Seats	\$ 3,639.29	90 Days	US
132-34	200-10471-50M	Software Maintenance for concurrent user license seats of Open Plan including phone support and software updates	From 50 to 99	Seat-Quarters	\$ 181.96	-	
132-33	200-10471-100	Open Plan concurrent user license seats	From 100 to 249	Seats	\$ 3,385.39	90 Days	US
132-34	200-10471-100M	Software Maintenance for concurrent user license seats of Open Plan including phone support and software updates	From 100 to 249	Seat-Quarters	\$ 169.27	-	
132-33	200-10471-250	Open Plan concurrent user license seats	From 250 to 499	Seats	\$ 2,962.22	90 Days	US
132-34	200-10471-250M	Software Maintenance for concurrent user license seats of Open Plan including phone support and software updates	From 250 to 499	Seat-Quarters	\$ 148.11	-	
132-33	200-10471-500	Open Plan concurrent user license seats	From 500 to 999	Seats	\$ 2,115.87	90 Days	US
132-34	200-10471-500M	Software Maintenance for concurrent user license seats of Open Plan including phone support and software updates	From 500 to 999	Seat-Quarters	\$ 105.79	-	
132-33	200-10471-1000	Open Plan concurrent user license seats	1000 or more	Seats	\$ 1,481.11	90 Days	US
132-34	200-10471-1000M	Software Maintenance for concurrent user license seats of Open Plan including phone support and software updates	1000 or more	Seat-Quarters	\$ 74.06	-	
132-33	200-10108-01	Cobra named user license seats	From 1 to 9	Seat	\$ 2,821.16	90 Days	US
132-34	200-10108-01M	Software Maintenance for named user license seats of Cobra including phone support and software updates	From 1 to 9	Seat-Quarters	\$ 141.06	-	
132-33	200-10108-10	Cobra named user license seats	From 10 to 24	Seats	\$ 2,651.89	90 Days	US
132-34	200-10108-10M	Software Maintenance for named user license seats of Cobra including phone support and software updates	From 10 to 24	Seat-Quarters	\$ 132.59	-	
132-33	200-10108-25	Cobra named user license seats	From 25 to 49	Seats	\$ 2,539.04	90 Days	US

SIN	Product Number	Product Description	Quantity	Unit of Measure	GSA Price	Warranty	COO
132-34	200-10108-25M	Software Maintenance for named user license seats of Cobra including phone support and software updates	From 25 to 49	Seat-Quarters	\$ 126.95	-	
132-33	200-10108-50	Cobra named user license seats	From 50 to 99	Seats	\$ 2,426.20	90 Days	US
132-34	200-10108-50M	Software Maintenance for named user license seats of Cobra including phone support and software updates	From 50 to 99	Seat-Quarters	\$ 121.31	-	
132-33	200-10108-100	Cobra named user license seats	From 100 to 249	Seats	\$ 2,256.93	90 Days	US
132-34	200-10108-100M	Software Maintenance for named user license seats of Cobra including phone support and software updates	From 100 to 249	Seat-Quarters	\$ 112.85	-	
132-33	200-10108-250	Cobra named user license seats	From 250 to 499	Seats	\$ 1,974.81	90 Days	US
132-34	200-10108-250M	Software Maintenance for named user license seats of Cobra including phone support and software updates	From 250 to 499	Seat-Quarters	\$ 98.74	-	
132-33	200-10108-500	Cobra named user license seats	From 500 to 999	Seats	\$ 1,410.58	90 Days	US
132-34	200-10108-500M	Software Maintenance for named user license seats of Cobra including phone support and software updates	From 500 to 999	Seat-Quarters	\$ 70.53	-	
132-33	200-10108-1000	Cobra named user license seats	1000 or more	Seats	\$ 987.41	90 Days	US
132-34	200-10108-1000M	Software Maintenance for named user license seats of Cobra including phone support and software updates	1000 or more	Seat-Quarters	\$ 49.37	-	
132-33	200-10473-01	Cobra concurrent user license seats	From 1 to 9	Seat	\$ 8,463.48	90 Days	US
132-34	200-10473-01M	Software Maintenance for concurrent user license seats of Cobra including phone support and software updates	From 1 to 9	Seat-Quarters	\$ 423.17	-	
132-33	200-10473-10	Cobra concurrent user license seats	From 10 to 24	Seats	\$ 7,955.67	90 Days	US
132-34	200-10473-10M	Software Maintenance for concurrent user license seats of Cobra including phone support and software updates	From 10 to 24	Seat-Quarters	\$ 397.78	-	
132-33	200-10473-25	Cobra concurrent user license seats	From 25 to 49	Seats	\$ 7,617.13	90 Days	US
132-34	200-10473-25M	Software Maintenance for concurrent user license seats of Cobra including phone support and software updates	From 25 to 49	Seat-Quarters	\$ 380.86	-	
132-33	200-10473-50	Cobra concurrent user license seats	From 50 to 99	Seats	\$ 7,278.59	90 Days	US
132-34	200-10473-50M	Software Maintenance for concurrent user license seats of Cobra including phone support and software updates	From 50 to 99	Seat-Quarters	\$ 363.93	-	
132-33	200-10473-100	Cobra concurrent user license seats	From 100 to 249	Seats	\$ 6,770.78	90 Days	US

SIN	Product Number	Product Description	Quantity	Unit of Measure	GSA Price	Warranty	COO
132-34	200-10473-100M	Software Maintenance for concurrent user license seats of Cobra including phone support and software updates	From 100 to 249	Seat-Quarters	\$ 338.54	-	
132-33	200-10473-250	Cobra concurrent user license seats	From 250 to 499	Seats	\$ 5,924.43	90 Days	US
132-34	200-10473-250M	Software Maintenance for concurrent user license seats of Cobra including phone support and software updates	From 250 to 499	Seat-Quarters	\$ 296.22	-	
132-33	200-10473-500	Cobra concurrent user license seats	From 500 to 999	Seats	\$ 4,231.74	90 Days	US
132-34	200-10473-500M	Software Maintenance for concurrent user license seats of Cobra including phone support and software updates	From 500 to 999	Seat-Quarters	\$ 211.59	-	
132-33	200-10473-1000	Cobra concurrent user license seats	1000 or more	Seats	\$ 2,962.22	90 Days	US
132-34	200-10473-1000M	Software Maintenance for concurrent user license seats of Cobra including phone support and software updates	1000 or more	Seat-Quarters	\$ 148.11	-	
132-33	200-10476-01	Database Access Named User License seats to provide web- based access to the data managed by Cobra, OpenPlan, WelcomHome, wlnsight, MPM, Welcom Risk or Welcom Portfolio to facilitate customer-developed web applications, third party tools or business intelligence applications.	1 or more	Seat	\$ 70.53	90 Days	US
132-34	200-10476-01M	Software maintenance for each Database Access Named User License Seat	1 or more	Seat-Quarters	\$ 3.53	-	

SIN	Product Number	Product Name	License Type	P / M?	Product Description	Quantity	Unit of Measure	GSA PRICE
132-33	200-10805-1	wInsight Analytics	Named	Product	wInsight Analytics Named User	1 to 10	Seats	\$ 2,475.57
132-33	200-10805-11	wInsight Analytics	Named	Product	wInsight Analytics Named User	11 to 24	Seats	\$ 2,326.75
132-33	200-10805-25	wInsight Analytics	Named	Product	wInsight Analytics Named User	25 to 50	Seats	\$ 2,228.01
132-33	200-10805-51	wInsight Analytics	Named	Product	wInsight Analytics Named User	51 to 99	Seats	\$ 2,129.27
132-33	200-10805-100	wInsight Analytics	Named	Product	wInsight Analytics Named User	100 to 249	Seats	\$ 1,980.45
132-33	200-10805-250	wInsight Analytics	Named	Product	wInsight Analytics Named User	250 to 499	Seats	\$ 1,732.90
132-34	200-10805-1CM	wInsight Analytics	Concurrent	Maintenance	Software Maintenance for a Concurrent User licenses seat of wInsight Analytics including phone support and software updates	1 to 10	Seat-Years	\$ 1,237.78
132-33	200-10805-500	wInsight Analytics	Named	Product	wInsight Analytics Named User	500 to 999	Seats	\$ 1,237.78
132-33	200-10805-1000	wInsight Analytics	Named	Product	wInsight Analytics Named User	1000+	Seats	\$ 1,022.67
132-34	200-10805-1M	wInsight Analytics	Named	Maintenance	Software Maintenance for a named user licenses seat of wInsight Analytics including phone support and software updates	1 to 10	Seat-Years	\$ 495.11
132-34	200-10805-11M	wInsight Analytics	Named	Maintenance	Software Maintenance for a named user licenses seat of wInsight Analytics including phone support and software updates	11 to 24	Seat-Years	\$ 465.49
132-34	200-10805-25M	wInsight Analytics	Named	Maintenance	Software Maintenance for a named user licenses seat of wInsight Analytics including phone support and software updates	25 to 50	Seat-Years	\$ 445.74
132-34	200-10805-51M	wInsight Analytics	Named	Maintenance	Software Maintenance for a named user licenses seat of wInsight Analytics including phone support and software updates	51 to 99	Seat-Years	\$ 425.99
132-34	200-10805-100M	wInsight Analytics	Named	Maintenance	Software Maintenance for a named user licenses seat of wInsight Analytics including phone support and software updates	100 to 249	Seat-Years	\$ 396.37
132-34	200-10805-250M	wInsight Analytics	Named	Maintenance	Software Maintenance for a named user licenses seat of wInsight Analytics including phone support and software updates	250 to 499	Seat-Years	\$ 346.30
132-34	200-10805-500M	wInsight Analytics	Named	Maintenance	Software Maintenance for a named user licenses seat of wInsight Analytics including phone support and software updates	500 to 999	Seat-Years	\$ 247.56
132-34	200-10805-1000M	wInsight Analytics	Named	Maintenance	Software Maintenance for a named user licenses seat of wInsight Analytics including phone support and software updates	1000+	Seat-Years	\$ 204.53



SIN	Product Number	Product Name	License Type	P / M?	Product Description	Quantity	Unit of Measure	GSA PRICE
132-33	200-10804	wInsight Analytics	Server	Maintenance	wInsight Analytics Upgrade - Server Only available to Ordering Activities that have already licensed wInsight software and that also are current on maintenance for Server	1	Upgrade	\$ 0.01
132-33	200-10806	wInsight Analytics	Desktop	Maintenance	wInsight Analytics Upgrade – Desktop Only available to Ordering Activities that have already licensed wInsight – Desktop and that are also current on maintenance for wInsight Desktop	1	Upgrade	\$ 0.01
132-34	200-10462-01M	wInsight Professional	Concurrent	Maintenance	Software Maintenance for a concurrent user license seat of Winsight Professional including phone support and software updates	1 to 9	Seat-Years	\$ 1,237.78

SIN	Product Number	Product Name	Product Description	License Type	P / M?	Quantity	Unit of Measure	GSA PRICE	Warranty	COO
132-33	200-10780-1	Deltek Acumen Fuse	Acumen Fuse is a schedule diagnostics tool that pinpoints and resolves shortcomings in a matter of minutes. No more time is wasted on manual validation techniques that take your project team away from their core project work.	Named	Product	1 to 10	Seats	\$ 4,282.12	90 Days	US
132-33	200-10780-11	Deltek Acumen Fuse	Acumen Fuse is a schedule diagnostics tool that pinpoints and resolves shortcomings in a matter of minutes. No more time is wasted on manual validation techniques that take your project team away from their core project work.	Named	Product	11 to 20	Seats	\$ 4,068.51	90 Days	US
132-33	200-10780-21	Deltek Acumen Fuse	Acumen Fuse is a schedule diagnostics tool that pinpoints and resolves shortcomings in a matter of minutes. No more time is wasted on manual validation techniques that take your project team away from their core project work.	Named	Product	21 to 30	Seats	\$ 3,853.90	90 Days	US
132-33	200-10780-31	Deltek Acumen Fuse	Acumen Fuse is a schedule diagnostics tool that pinpoints and resolves shortcomings in a matter of minutes. No more time is wasted on manual validation techniques that take your project team away from their core project work.	Named	Product	31 to 40	Seats	\$ 3,640.30	90 Days	US
132-33	200-10780-41	Deltek Acumen Fuse	Acumen Fuse is a schedule diagnostics tool that pinpoints and resolves shortcomings in a matter of minutes. No more time is wasted on manual validation techniques that take your project team away from their core project work.	Named	Product	41 to 50	Seats	\$ 3,425.69	90 Days	US
132-33	200-10780-51	Deltek Acumen Fuse	Acumen Fuse is a schedule diagnostics tool that pinpoints and resolves shortcomings in a matter of minutes. No more time is wasted on manual validation techniques that take your project team away from their core project work.	Named	Product	51+	Seats	\$ 3,212.09	90 Days	US
132-33	200-10782-1	Deltek Acumen Risk	Acumen Risk is a Monte Carlo risk analysis tool combining true cost and schedule risk analysis against a native project plan together with identified risk events from a project risk register.	Named	Product	1 to 10	Seats	\$ 4,282.12	90 Days	US

SIN	Product Number	Product Name	Product Description	License Type	P / M?	Quantity	Unit of Measure	GSA PRICE	Warranty	COO
132-33	200-10782-11	Deltek Acumen Risk	Acumen Risk is a Monte Carlo risk analysis tool combining true cost and schedule risk analysis against a native project plan together with identified risk events from a project risk register.	Named	Product	11 to 20	Seats	\$ 4,068.51	90 Days	US
132-33	200-10782-21	Deltek Acumen Risk	Acumen Risk is a Monte Carlo risk analysis tool combining true cost and schedule risk analysis against a native project plan together with identified risk events from a project risk register.	Named	Product	21 to 30	Seats	\$ 3,853.90	90 Days	US
132-33	200-10782-31	Deltek Acumen Risk	Acumen Risk is a Monte Carlo risk analysis tool combining true cost and schedule risk analysis against a native project plan together with identified risk events from a project risk register.	Named	Product	31 to 40	Seats	\$ 3,640.30	90 Days	US
132-33	200-10782-41	Deltek Acumen Risk	Acumen Risk is a Monte Carlo risk analysis tool combining true cost and schedule risk analysis against a native project plan together with identified risk events from a project risk register.	Named	Product	41 to 50	Seats	\$ 3,425.69	90 Days	US
132-33	200-10782-51	Deltek Acumen Risk	Acumen Risk is a Monte Carlo risk analysis tool combining true cost and schedule risk analysis against a native project plan together with identified risk events from a project risk register.	Named	Product	51+	Seats	\$ 3,212.09	90 Days	US
132-33	200-10781-1	Deltek Acumen 360	Deltek Acumen 360's unique features allow you to accelerate (or decelerate) project time frames in a matter of minutes.	Named	Product	1 to 10	Seats	\$ 4,282.12	90 Days	US
132-33	200-10781-11	Deltek Acumen 360	Deltek Acumen 360's unique features allow you to accelerate (or decelerate) project time frames in a matter of minutes.	Named	Product	11 to 20	Seats	\$ 4,068.51	90 Days	US
132-33	200-10781-21	Deltek Acumen 360	Deltek Acumen 360's unique features allow you to accelerate (or decelerate) project time frames in a matter of minutes.	Named	Product	21 to 30	Seats	\$ 3,853.90	90 Days	US
132-33	200-10781-31	Deltek Acumen 360	Deltek Acumen 360's unique features allow you to accelerate (or decelerate) project time frames in a matter of minutes.	Named	Product	31 to 40	Seats	\$ 3,640.30	90 Days	US
132-33	200-10781-41	Deltek Acumen 360	Deltek Acumen 360's unique features allow you to accelerate (or decelerate) project time frames in a matter of minutes.	Named	Product	41 to 50	Seats	\$ 3,425.69	90 Days	US

SIN	Product Number	Product Name	Product Description	License Type	P / M?	Quantity	Unit of Measure	GSA PRICE	Warranty	COO
132-33	200-10781-51	Deltek Acumen 360	Deltek Acumen 360's unique features allow you to accelerate (or decelerate) project time frames in a matter of minutes.	Named	Product	51+	Seats	\$ 3,212.09	90 Days	US
132-33	200-10791-1	Deltek Acumen Fuse and 360	Deltek Acumen Fuse and 360 combination pack	Named	Product	1 to 10	Seats	\$ 8,136.02	90 Days	US
132-33	200-10791-11	Deltek Acumen Fuse and 360	Deltek Acumen Fuse and 360 combination pack	Named	Product	11 to 20	Seats	\$ 7,728.97	90 Days	US
132-33	200-10791-21	Deltek Acumen Fuse and 360	Deltek Acumen Fuse and 360 combination pack	Named	Product	21 to 30	Seats	\$ 7,322.92	90 Days	US
132-33	200-10791-31	Deltek Acumen Fuse and 360	Deltek Acumen Fuse and 360 combination pack	Named	Product	31 to 40	Seats	\$ 6,915.87	90 Days	US
132-33	200-10791-41	Deltek Acumen Fuse and 360	Deltek Acumen Fuse and 360 combination pack	Named	Product	41 to 50	Seats	\$ 6,508.82	90 Days	US
132-33	200-10791-51	Deltek Acumen Fuse and 360	Deltek Acumen Fuse and 360 combination pack	Named	Product	51+	Seats	\$ 6,101.76	90 Days	US
132-33	200-10792-1	Deltek Acumen Risk and 360	Deltek Acumen Risk and 360 combination pack	Named	Product	1 to 10	Seats	\$ 8,136.02	90 Days	US
132-33	200-10792-11	Deltek Acumen Risk and 360	Deltek Acumen Risk and 360 combination pack	Named	Product	11 to 20	Seats	\$ 7,728.97	90 Days	US
132-33	200-10792-21	Deltek Acumen Risk and 360	Deltek Acumen Risk and 360 combination pack	Named	Product	21 to 30	Seats	\$ 7,322.92	90 Days	US
132-33	200-10792-31	Deltek Acumen Risk and 360	Deltek Acumen Risk and 360 combination pack	Named	Product	31 to 40	Seats	\$ 6,915.87	90 Days	US
132-33	200-10792-41	Deltek Acumen Risk and 360	Deltek Acumen Risk and 360 combination pack	Named	Product	41 to 50	Seats	\$ 6,508.82	90 Days	US
132-33	200-10792-51	Deltek Acumen Risk and 360	Deltek Acumen Risk and 360 combination pack	Named	Product	51+	Seats	\$ 6,101.76	90 Days	US
132-33	200-10790-1	Deltek Acumen Fuse and Risk	Deltek Acumen Fuse and Risk combination pack	Named	Product	1 to 10	Seats	\$ 8,136.02	90 Days	US
132-33	200-10790-11	Deltek Acumen Fuse and Risk	Deltek Acumen Fuse and Risk combination pack	Named	Product	11 to 20	Seats	\$ 7,728.97	90 Days	US
132-33	200-10790-21	Deltek Acumen Fuse and Risk	Deltek Acumen Fuse and Risk combination pack	Named	Product	21 to 30	Seats	\$ 7,322.92	90 Days	US
132-33	200-10790-31	Deltek Acumen Fuse and Risk	Deltek Acumen Fuse and Risk combination pack	Named	Product	31 to 40	Seats	\$ 6,915.87	90 Days	US

SIN	Product Number	Product Name	Product Description	License Type	P / M?	Quantity	Unit of Measure	GSA PRICE	Warranty	COO
132-33	200-10790-41	Deltek Acumen Fuse and Risk	Deltek Acumen Fuse and Risk combination pack	Named	Product	41 to 50	Seats	\$ 6,508.82	90 Days	US
132-33	200-10790-51	Deltek Acumen Fuse and Risk	Deltek Acumen Fuse and Risk combination pack	Named	Product	51+	Seats	\$ 6,101.76	90 Days	US
132-33	200-10793-1	Deltek Acumen Fuse Risk and 360	Deltek Acumen Fuse Risk and 360 combination pack	Named	Product	1 to 10	Seats	\$ 11,561.71	90 Days	US
132-33	200-10793-11	Deltek Acumen Fuse Risk and 360	Deltek Acumen Fuse Risk and 360 combination pack	Named	Product	11 to 20	Seats	\$ 10,983.38	90 Days	US
132-33	200-10793-21	Deltek Acumen Fuse Risk and 360	Deltek Acumen Fuse Risk and 360 combination pack	Named	Product	21 to 30	Seats	\$ 10,406.05	90 Days	US
132-33	200-10793-31	Deltek Acumen Fuse Risk and 360	Deltek Acumen Fuse Risk and 360 combination pack	Named	Product	31 to 40	Seats	\$ 9,827.71	90 Days	US
132-33	200-10793-41	Deltek Acumen Fuse Risk and 360	Deltek Acumen Fuse Risk and 360 combination pack	Named	Product	41 to 50	Seats	\$ 9,249.37	90 Days	US
132-33	200-10793-51	Deltek Acumen Fuse Risk and 360	Deltek Acumen Fuse Risk and 360 combination pack	Named	Product	51+	Seats	\$ 8,671.03	90 Days	US
132-34	200-10780-1M	Deltek Acumen Fuse	Deltek Acumen Fuse Maintenance	Named	Maintenance	1 to 10	Seats	\$ 856.42	-	US
132-34	200-10780-11M	Deltek Acumen Fuse	Deltek Acumen Fuse Maintenance	Named	Maintenance	11 to 20	Seats	\$ 814.11	-	US
132-34	200-10780-21M	Deltek Acumen Fuse	Deltek Acumen Fuse Maintenance	Named	Maintenance	21 to 30	Seats	\$ 770.78	-	US
132-34	200-10780-31M	Deltek Acumen Fuse	Deltek Acumen Fuse Maintenance	Named	Maintenance	31 to 40	Seats	\$ 728.46	-	US
132-34	200-10780-41M	Deltek Acumen Fuse	Deltek Acumen Fuse Maintenance	Named	Maintenance	41 to 50	Seats	\$ 685.14	-	US
132-34	200-10780-51M	Deltek Acumen Fuse	Deltek Acumen Fuse Maintenance	Named	Maintenance	51+	Seats	\$ 642.82	-	US
132-34	200-10782-1M	Deltek Acumen Risk	Deltek Acumen Risk Maintenance	Named	Maintenance	1 to 10	Seats	\$ 856.42	-	US
132-34	200-10782-11M	Deltek Acumen Risk	Deltek Acumen Risk Maintenance	Named	Maintenance	11 to 20	Seats	\$ 814.11	-	US
132-34	200-10782-21M	Deltek Acumen Risk	Deltek Acumen Risk Maintenance	Named	Maintenance	21 to 30	Seats	\$ 770.78	-	US
132-34	200-10782-31M	Deltek Acumen Risk	Deltek Acumen Risk Maintenance	Named	Maintenance	31 to 40	Seats	\$ 728.46	-	US
132-34	200-10782-41M	Deltek Acumen Risk	Deltek Acumen Risk Maintenance	Named	Maintenance	41 to 50	Seats	\$ 685.14	-	US
132-34	200-10782-51M	Deltek Acumen Risk	Deltek Acumen Risk Maintenance	Named	Maintenance	51+	Seats	\$ 642.82	-	US
132-34	200-10781-1M	Deltek Acumen 360	Deltek Acumen 360 Maintenance	Named	Maintenance	1 to 10	Seats	\$ 856.42	-	US
132-34	200-10781-11M	Deltek Acumen 360	Deltek Acumen 360 Maintenance	Named	Maintenance	11 to 20	Seats	\$ 814.11	-	US
132-34	200-10781-21M	Deltek Acumen 360	Deltek Acumen 360 Maintenance	Named	Maintenance	21 to 30	Seats	\$ 770.78	-	US
132-34	200-10781-31M	Deltek Acumen 360	Deltek Acumen 360 Maintenance	Named	Maintenance	31 to 40	Seats	\$ 728.46	-	US

SIN	Product Number	Product Name	Product Description	License Type	P / M?	Quantity	Unit of Measure	GSA PRICE	Warranty	COO
132-34	200-10781-41M	Deltek Acumen 360	Deltek Acumen 360 Maintenance	Named	Maintenance	41 to 50	Seats	\$ 685.14	-	US
132-34	200-10781-51M	Deltek Acumen 360	Deltek Acumen 360 Maintenance	Named	Maintenance	51+	Seats	\$ 642.82	-	US
132-34	200-10791-1M	Deltek Acumen Fuse and 360	Deltek Acumen Fuse and 360 Maintenance	Named	Maintenance	1 to 10	Seats	\$ 1,627.20	-	US
132-34	200-10791-11M	Deltek Acumen Fuse and 360	Deltek Acumen Fuse and 360 Maintenance	Named	Maintenance	11 to 20	Seats	\$ 1,545.59	-	US
132-34	200-10791-21M	Deltek Acumen Fuse and 360	Deltek Acumen Fuse and 360 Maintenance	Named	Maintenance	21 to 30	Seats	\$ 1,464.99	-	US
132-34	200-10791-31M	Deltek Acumen Fuse and 360	Deltek Acumen Fuse and 360 Maintenance	Named	Maintenance	31 to 40	Seats	\$ 1,383.38	-	US
132-34	200-10791-41M	Deltek Acumen Fuse and 360	Deltek Acumen Fuse and 360 Maintenance	Named	Maintenance	41 to 50	Seats	\$ 1,301.76	-	US
132-34	200-10791-51M	Deltek Acumen Fuse and 360	Deltek Acumen Fuse and 360 Maintenance	Named	Maintenance	51+	Seats	\$ 1,220.15	-	US
132-34	200-10792-1M	Deltek Acumen Risk and 360	Deltek Acumen Risk and 360 Maintenance	Named	Maintenance	1 to 10	Seats	\$ 1,627.20	-	US
132-34	200-10792-11M	Deltek Acumen Risk and 360	Deltek Acumen Risk and 360 Maintenance	Named	Maintenance	11 to 20	Seats	\$ 1,545.59	-	US
132-34	200-10792-21M	Deltek Acumen Risk and 360	Deltek Acumen Risk and 360 Maintenance	Named	Maintenance	21 to 30	Seats	\$ 1,464.99	-	US
132-34	200-10792-31M	Deltek Acumen Risk and 360	Deltek Acumen Risk and 360 Maintenance	Named	Maintenance	31 to 40	Seats	\$ 1,383.38	-	US
132-34	200-10792-41M	Deltek Acumen Risk and 360	Deltek Acumen Risk and 360 Maintenance	Named	Maintenance	41 to 50	Seats	\$ 1,301.76	-	US
132-34	200-10792-51M	Deltek Acumen Risk and 360	Deltek Acumen Risk and 360 Maintenance	Named	Maintenance	51+	Seats	\$ 1,220.15	-	US
132-34	200-10790-1M	Deltek Acumen Fuse and Risk	Deltek Acumen Fuse and Risk Maintenance	Named	Maintenance	1 to 10	Seats	\$ 1,627.20	-	US
132-34	200-10790-11M	Deltek Acumen Fuse and Risk	Deltek Acumen Fuse and Risk Maintenance	Named	Maintenance	11 to 20	Seats	\$ 1,545.59	-	US
132-34	200-10790-21M	Deltek Acumen Fuse and Risk	Deltek Acumen Fuse and Risk Maintenance	Named	Maintenance	21 to 30	Seats	\$ 1,464.99	-	US
132-34	200-10790-31M	Deltek Acumen Fuse and Risk	Deltek Acumen Fuse and Risk Maintenance	Named	Maintenance	31 to 40	Seats	\$ 1,383.38	-	US
132-34	200-10790-41M	Deltek Acumen Fuse and Risk	Deltek Acumen Fuse and Risk Maintenance	Named	Maintenance	41 to 50	Seats	\$ 1,301.76	-	US

SIN	Product Number	Product Name	Product Description	License Type	P / M?	Quantity	Unit of Measure	GSA PRICE	Warranty	COO
132-34	200-10790-51M	Deltek Acumen Fuse and Risk	Deltek Acumen Fuse and Risk Maintenance	Named	Maintenance	51+	Seats	\$ 1,220.15	-	US
132-34	200-10793-1M	Deltek Acumen Fuse Risk and 360	Deltek Acumen Fuse Risk and 360 Maintenance	Named	Maintenance	1 to 10	Seats	\$ 2,312.34	-	US
132-34	200-10793-11M	Deltek Acumen Fuse Risk and 360	Deltek Acumen Fuse Risk and 360 Maintenance	Named	Maintenance	11 to 20	Seats	\$ 2,196.47	-	US
132-34	200-10793-21M	Deltek Acumen Fuse Risk and 360	Deltek Acumen Fuse Risk and 360 Maintenance	Named	Maintenance	21 to 30	Seats	\$ 2,081.61	-	US
132-34	200-10793-31M	Deltek Acumen Fuse Risk and 360	Deltek Acumen Fuse Risk and 360 Maintenance	Named	Maintenance	31 to 40	Seats	\$ 1,965.74	-	US
132-34	200-10793-41M	Deltek Acumen Fuse Risk and 360	Deltek Acumen Fuse Risk and 360 Maintenance	Named	Maintenance	41 to 50	Seats	\$ 1,849.87	-	US
132-34	200-10793-51M	Deltek Acumen Fuse Risk and 360	Deltek Acumen Fuse Risk and 360 Maintenance	Named	Maintenance	51+	Seats	\$ 1,734.01	-	US

## DELTEK RIDER TO LICENSE AND SERVICES AGREEMENT

### (FOR U.S. GOVERNMENT LICENSEES PURCHASING SOFTWARE OR MAINTENANCE FROM GSA SCHEDULE GS-35F-0004P)

- 1. Scope.** This Deltek Rider and the attached License and Services Agreement (“LSA”), as provided in Federal Acquisition Regulation (“FAR”) Part 12.211, 12.212, and 27.405-3, comprise the licenses customarily provided to the public by Deltek for this commercial computer software and commercial computer software documentation, consistent with Federal law. Although typically sold and purchased together, Deltek offers and prices its commercial computer software and the maintenance separately under distinct line items. This Deltek Rider and LSA together with the underlying GSA Schedule Contract and applicable Purchase Order(s) establish the terms and conditions enabling Deltek to provide Software and, when purchased, maintenance to U.S. Government Licensees. Unless expressly stated to the contrary herein, all capitalized terms in this Deltek Rider shall have the meaning ascribed to them in the LSA. All references to “Order Form” or “SOW” in the LSA shall mean the applicable Purchase Order from the Ordering Activity.
- 2. Applicability; Order of Precedence.** This Deltek Rider agreed to by both parties, applies to the U.S. General Services Administration (“GSA”) and any agency or organization (“Ordering Activity”) that places an order for Deltek Software or maintenance under GSA Schedule Contract GS-35F-0004P (the “GSA Contract”). This Deltek Rider, together with the Deltek LSA, as set forth in FAR 12.212 and 27.405-3(a) and (b), governs the Ordering Activity’s installation and rights to use, disclose, modify, distribute and reproduce the Deltek Software and, when purchased, maintenance. Pursuant to Section 12.212 of the FAR that the Rider sets forth the modifications to the LSA that are appropriate to make the LSA consistent with Federal law and to meet the needs of the U.S. Government. This Deltek Rider only applies to Ordering Activities of the U.S. Government and independent federal, state and local agencies that are authorized to purchase IT Schedule 70 goods and services under the GSA Contract. This Deltek Rider does not provide any license or other rights, express or implied, to prime contractors, or other non-governmental entities authorized to make purchases under the GSA Contract, and such prime contractors and entities must obtain their own, separate license in the Deltek Software and maintenance. In addition, this Deltek Rider shall apply to the Ordering Activity itself, shall only apply to the installation and use of Deltek Software for official government business only on behalf of the Ordering Activity. Any provision in the LSA related to Services or to any Software product that is not available on the GSA Contract does not apply to GSA Contract orders. Any provision in the LSA related to any type of licensee other than an Ordering Activity does not apply to GSA Contract orders. In the event of a conflict between or among the GSA Contract, a Purchase Order and the LSA, any specific, negotiated terms on the Ordering Activity’s Purchase Order shall prevail over the terms of the LSA and any conflicting terms in the GSA Contract. However, solely with respect to the rights in Deltek’s commercial computer software, commercial computer software documentation and commercial technical data, the LSA shall take precedence over any other provisions addressing rights in commercial computer software, commercial computer software documentation, and commercial technical data.
- 3. Contract Formation, Grant of License, and U.S. Government Rights.** Subject to FAR Sections 1.601(a) and 43.102, U.S. Government orders must be signed by a duly warranted contracting officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the U.S. Government; therefore, as set forth in FAR 27.405-3(a), and Defense Federal Acquisition Regulation Supplement (“DFARS”) 227.7202-3 and 227.7202-4 (for U.S. Department of Defense (“DOD”) licensees), this Deltek Rider and LSA are incorporated in, and made part of, every GSA Schedule Order for Deltek Software and, when purchased, maintenance.

The Deltek Software is "Commercial Computer Software," as that term is defined in 48 C.F.R. 2.101, and as the term is used in 48 C.F.R. Part 12 and 227.72; and is a Commercial Item comprised of "commercial computer software" and "commercial computer software documentation". If acquired by or on behalf of a civilian agency, the U.S. Government Ordering Activity acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this Deltek Rider and LSA, as specified in 48 C.F.R. 12.212

(Computer Software) and 12.211 (Technical Data) of the FAR and its successors. If acquired by or on behalf of any agency within the DOD, the U.S. Government Ordering Activity acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this Deltek Rider and LSA as specified in 48 C.F.R. 227.7202-3 and 48 C.F.R. 227.7202-4 of the DFARS, and its successors, and consistent with 48 C.F.R. 227.7202. This U.S. Government Rights clause, consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202 is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision in the GSA Schedule Order and contract that addresses U.S. Government rights in commercial computer software, commercial computer software documentation or technical data related to the Deltek Software, and when purchased, the maintenance.

4. **Customer Indemnities.** Notwithstanding any and all LSA clauses referencing Customer Indemnities, with respect to all U.S. Government licensees, the obligations to indemnify (or defend and hold harmless), if any, are solely to the extent that there is express federal statutory authority to provide indemnification. Deltek acknowledges that the U.S. Government does not represent that such statutory authority presently exists or will exist at such time as Deltek may seek indemnification, and Deltek further acknowledges that nothing in this Paragraph is intended or operates to impose, imply or require any obligation upon a U.S. Government Ordering Activity that would require a violation of the Anti-Deficiency Act or any other procurement law or regulation.
5. **Contractor Indemnities.** Deltek will have no obligation to the U.S. Government with respect to any claim, request for Deltek indemnification or hold harmless arising out of: (i) the Government's use of any version of the Deltek Software not made available directly by Deltek or the source Deltek may designate; (ii) the failure of the U.S. Government to use an updated version of the Deltek Software made available to avoid such infringement if liability for the claim would have been avoided by using the updated version; (iii) a modification of the Deltek Software that is not performed by Deltek if liability for the claim would have been avoided in the absence of such modification; (iv) the combination, operation, or use of the Deltek Software with any other products or equipment, if liability for the claim would have been avoided in the absence of such combination, operation, or use; (v) specifications the U.S. Government provides to Deltek for any services or Work Product; (vi) damages attributable to the use of a non-Deltek product or service; or (vii) any Third Party Software

Deltek shall defend and hold harmless the U.S. Government against any claim of patent infringement, copyright, or other claim arising out of the Deltek software and shall indemnify the U.S. Government from the damages liabilities, costs, and expenses awarded by the court to the third party claiming infringement or a settlement. Pursuant to 28 U.S.C. 516, in the event of any claim against the U.S. Government and/or an Ordering Activity arising out of the Deltek Software, Deltek cannot assume responsibility for or control of the litigation or any settlement negotiations that the U.S. Government and Ordering Activity. U.S. Government will have the opportunity to intervene in the proceedings at its own expense and through counsel of its choice. U.S. Government : (a) agrees that any litigation or settlement negotiation shall not bind Deltek to the final outcome of any such litigation or settlement, (b) shall not impair Deltek's own rights, defenses, or claims against the claimant, (c) shall not have the right to settle any claim, make any admissions, or waive any defenses on behalf of Deltek, and (d) shall in good faith reasonably cooperate and consult with Deltek during the course of settlement negotiations and prosecution of the claim and shall afford Deltek access to all communications and documentation with all parties, witnesses, and judicial or administrative body(ies) associated with such claim upon Deltek's request to the extent practicable and permitted by law. Any conflicting provisions in the LSA are hereby deleted. In compliance with the Anti-Deficiency Act (31 U.S.C. 1341(a)(1)(B)), the U.S. Government does not agree to pay any costs, fees or damages arising from claims against Deltek relating to use of the Software by any Ordering Activity unless, and to the extent, that there is express federal statutory or legal authorization to pay such costs, fees or damages. Any contrary provisions in the LSA are hereby deleted.

6. **Future Fees or Penalties.** Pursuant to the Anti-Deficiency Act (31 U.S.C. 1341(a)(1)(B)), Deltek acknowledges the U.S. Government does not agree to pay any future costs or fees, if any, under the LSA or this Deltek Rider. Any provisions of the LSA obligating the U.S. Government to pay costs, fees, or damages, or to otherwise expend appropriates that are not authorized by law, are hereby deleted except and unless imposed after following the Dispute Resolution Procedures identified hereunder.
7. **Taxes.** Taxes are subject to FAR 52.212-4(k) which provides that the contract price includes all federal, state, and local taxes and duties. Notwithstanding the terms of the Federal, State, and Local Taxes Clause, the contract price

excludes all State and Local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. Deltek shall state separately on its invoices taxes excluded from the fees, and the Ordering Activity agrees either to pay the amount of the taxes (based on the current value of the equipment) to the contractor or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

**8. Limitation of Liability.** Any limitation of liability in the LSA is hereby deleted, and the following provision shall apply:

Neither Deltek 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 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 negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

**9. Remedies.** Any provisions of the LSA providing for equitable remedies against the U.S. Government, including an injunction, are hereby deleted in their entirety to the extent inconsistent with Federal procurement law, including but not limited to, by 28 U.S.C. 1498. Any provisions of the LSA which would preclude continued performance of the contract during resolution of any disputes are hereby deleted, and for clarity, this Deltek Rider and LSA shall govern the continued use of the Deltek Software, and if ordered, maintenance, while any dispute between Deltek and the U.S. Government are being resolved. Notwithstanding the foregoing, any LSA clause provided for equitable remedies against the U.S. Government, including an injunction, in the event of a dispute concerning patent or copyright infringement or any other breach of the LSA shall continue to apply if an equitable remedy is available under United States Federal law, such as (without limitation) the Tucker Act, Lanham Act, and the Freedom of Information Act (FOIA) under one of the exemptions to disclosure under FOIA. If the Ordering Activity breaches one of the following: (a) reverse engineers, decompiles, disassembles, or otherwise attempts to discover the source code of the Software, (b) unbundles the constituent component parts of the Software, or (c) provides use of the Software in a computer service business, third party outsourcing facility or service bureau arrangement, or time sharing basis, Deltek may seek legal relief under the Contract Disputes Act or any other relevant and applicable law or regulation. Nothing in this paragraph shall prevent Deltek from filing a claim or limit Deltek's damages under the Contract Disputes Act 41 U.S.C. 7101-7109.

**10. Termination.** Termination of the LSA and this Deltek Rider shall be governed by the GSA Schedule Order under which the Deltek Software, and when purchased, maintenance, is licensed or acquired. Deltek acknowledges that the GSA Schedule Order incorporates the FAR Commercial Item termination for convenience and termination for cause clauses, and the Contracts Disputes Act, 41 U.S.C. 601-613, and any provisions of the LSA relating to termination are hereby deleted, including any provisions permitting Deltek to unilaterally terminate the LSA, subject to the following exception:

- a. Deltek may request cancellation or termination of the LSA if such remedy is granted to it after conclusion of the Contracts Disputes Act dispute resolution process or if such remedy is otherwise available to Deltek under United States federal law.

**11. Ownership of Derivative Works.** Deltek is only offering commercial computer software and commercial computer software documentation under the GSA Contract. Accordingly the Parties acknowledge that any modifications to the commercial computer software and commercial computer software documentation (including the creation of any derivative works) is not anticipated; and, further, any modifications shall be either modifications customarily available in the marketplace or minor modifications as these terms are defined in the definition of Commercial Items set forth in 48 C.F.R. 2.101.

- 12. Advertisements and Endorsements.** Any provisions allowing Deltek to use the name or logo of GSA or any Ordering Activity to advertise or imply an endorsement of Deltek's products or services are hereby deleted. Unless specifically authorized by an Ordering Activity, such use of the name or logo or any U.S. Government entity is prohibited.
- 13. Monitoring Use of License and Audits.** Any provisions permitting Deltek 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 adherence to any security measures the Ordering Activity deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. In the event an Ordering Activity does not permit or authorize Deltek to audit, inspect or monitor use of the Software for compliance with the LSA, then at Deltek's written request (such request not to be made more frequently than once annually), the Ordering Activity shall 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 Deltek.
- 14. Public Access to Information.** Deltek agrees that the LSA and this Deltek Rider contain no confidential or proprietary information and acknowledges the LSA and this Deltek Rider will be available to the public. Any reference to law or applicable law in the LSA with respect to Confidential Information shall include the Freedom of Information Act, 5 U.S.C. § 552, or by courts of competent jurisdiction.
- 15. Definitions.** All references to "Order Form" or "SOW" in the LSA shall mean the applicable Purchase Order from the Ordering Activity
- 16. Renewal.** For any Ordering Activity, neither maintenance nor Term Licenses (if Term Licenses are added to the GSA Contract) will automatically renew in compliance with applicable acquisition regulations. However, if a U.S. Government Licensee wishes to continue maintenance or a Term License after a twelve-month maintenance period, it shall enter into a new GSA Purchase Order with Deltek and pay maintenance fee established in the underlying GSA Schedule Contract for an additional twelve-month period.
- 17. Assignment.** Any provision in the LSA regarding assignment is hereby deleted, and the following provision shall apply:
- An Ordering Activity may assign any Licenses procured under the GSA Contract to another Ordering Activity upon Deltek's prior written consent, which will not be unreasonably withheld. Except as stated in this paragraph, an Ordering Activity may not in whole or part, assign, transfer, novate, subcontract or sublicense this Agreement or any right or obligation under it, and any assignment made in violation of this provision shall be invalid.

**THESE DELTEK LICENSE AND SERVICES AGREEMENT TERMS (SECTIONS B-F) APPLY TO ANY DELTEK SOFTWARE OR SERVICES PURCHASED FROM DELTEK OR THROUGH A DELTEK PARTNER (AS 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 the GSA 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 [For orders under the GSA Contract, Section B applies to items under both SIN 132-33 Perpetual Software Licenses and SIN 132-34 Maintenance of Software as a Service]**

**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 Deltek’s GSA 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 Deltek’s GSA 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 Deltek’s GSA 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 Deltek’s GSA 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 Deltek's GSA 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 Deltek's GSA Contract;
  3. for **Deltek Cobra, Deltek MPM, Deltek wInsight Professional, Deltek wInsight Desktop, Deltek Open Plan, or Deltek wInsight 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 Deltek's GSA 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 Deltek's GSA 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. **"IPM Software"** (formerly EPM Software) means Deltek's suite of software products for Integrated Program Management.
- s. **"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.
- t. **"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.
- u. **"Interface"** means any standard functionality for providing input and output to and from outside applications.
- v. **"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.
- w. **"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.
- x. **"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.
- y. **"License Fees"** means the fees paid for Software Licenses. License Fees do not include maintenance or Services fees.
- z. **"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.
- aa. **"Misuse"** means any use of the Software in disregard of any known or reasonably anticipated adverse consequences, warning messages, or other written instructions.
- bb. **"Mobile Application"** means Software or Software functionality which can be used on mobile phones, tablets, and other portable devices.
- cc. **"Named User"** means anyone whom Licensee has authorized to use the Software by issuing an access code.
- dd. **"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.

- ee. **“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.
- ff. **“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.
- gg. **“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.
- hh. **“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.
- ii. **“Server”** License means that one Instance of the Software may be installed on one server.
- jj. **“Services”** means, collectively, any consulting or training services provided by Deltek.
- kk. **“Simultaneous Users”** (or “Concurrent Users”) means the maximum number of users who may be logged on to the Software at the same time.
- ll. **“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.
- mm. **“SOW”** means statement of work, work order or any other document authorizing Services (excluding purchase orders), executed by Licensee or by both parties.
- nn. **“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.”
- oo. **“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 Deltek’s GSA Contract.
- pp. **“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.
- qq. **“Updates”** means upgrades, modifications, improvements, enhancements, extensions, new releases, and other changes to the Software or Documentation that Deltek makes available.
- rr. **“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.
- ss. **“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, Deltek wInsight Dashboard, Deltek wInsight Web.

**B2. Invoicing; Payment; Taxes. (THESE TERMS APPLY ONLY TO TRANSACTIONS BETWEEN DELTEK AND LICENSEE WHERE LICENSEE'S PAYMENTS ARE DUE DIRECTLY TO DELTEK.)**

- a. **License.** Deltek will invoice Licensee for the full License Fee specified in an Order Form, plus applicable taxes, payable within thirty (30) days after execution of this Agreement or subsequent Order Form. Software license sales

are final and deemed accepted upon delivery. Deltek reserves the right to suspend the License if Licensee fails to pay License Fees due in accordance with this Agreement. For multi-year Term Licenses, the first invoice will be for either the first twelve months of the Term or the portion thereof to correspond with the term for other term products, at Deltek's option. For Term License renewals, Deltek will invoice approximately thirty (30) days in advance of the expiration of the current term or the end of the current billing period. 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. Term License Fees after the first year and for any renewals will be due and payable fifteen (15) days from the invoice date.

- b. **Delivery.** Deltek will deliver Software, Documentation, and Updates via electronic transmission (1) from a server in the United States, FOB shipping point (UCC) for Licensees in the United States, including Government Licensees, or (2) from a server outside the United States, FCA shipping point (Incoterms 2010) for all other Americas, EMEA, and Asia-Pacific Licensees.
- c. **Maintenance.** Maintenance must be purchased separately from Software Licenses; maintenance is not included in the price for Software Licenses. Deltek will invoice Licensee for the first maintenance payment as specified in an Order Form, payable within thirty (30) days after execution of the Order Form. Deltek will invoice Licensee for subsequent annual maintenance payments prior to the start of each next maintenance period, payable within fifteen (15) days of invoice date. Except for adjustments related to increases in the applicable number of Licenses or the license of additional Software or a different maintenance level, maintenance fees will be increased no more than once in any twelve-month period.
- d. **Services.** Unless otherwise agreed, during a Services engagement Deltek will submit semi-monthly invoices to Licensee for Services furnished, except that Deltek will submit an invoice for Services upon completion of all Services expected to be performed in a given month. All Services invoices are payable within fifteen (15) days after invoice date. Each invoice will provide a breakdown and distribution of charges by name of the Consultant(s) (as defined below) who provided the Services, the hours charged (for Services performed on a time and materials basis) and the type and amount of expenses incurred. Upon request, Deltek will provide additional back-up documentation for expenses (such as itemized receipts), but will charge Licensee an administrative fee of six percent (6%) of the invoiced expenses. Additional details required by Licensee concerning the invoice or backup information will be specified in the SOW or other writing by the Licensee before Services commence. Services, other than maintenance as described in Paragraph B.2.c. above, are not currently available through Deltek's GSA Contract.
- e. **Disputed Invoices.** Licensee will notify Deltek within fifteen (15) days after date of an invoice if there is a dispute about that invoice. Deltek will work in good faith with Licensee to promptly correct errors or resolve disputes. Licensee shall pay the undisputed portion of the invoice in full when due and notify Deltek in writing as to the nature and substance of any disputed portion.
- f. **Taxes.** Fees, costs and expenses described in this Agreement do not include any sales, use, personal property, duty, levy or similar government charge, value added or goods/services taxes. Deltek may list applicable taxes as separate items on Licensee's invoice, and Licensee shall be responsible to pay and/or reimburse Deltek for all taxes (other than taxes based on Deltek's income). If withholding taxes are imposed by any foreign government, Licensee shall remit such withholding taxes in accordance with applicable law, gross up the applicable payment amounts to ensure that Deltek receives the full amount of fees invoiced, and provide Deltek with evidence of withholding, if applicable. Deltek may invoice taxes unless Licensee has provided adequate evidence of exemption upon execution of this Agreement. (Note: Licensee is not permitted to resell the Software, so a resale certificate does not qualify as a tax exemption certificate unless specifically agreed in this Agreement or unless Licensee has a separate reseller agreement with Deltek.) Deltek shall not issue credits for taxes billed before Licensee provides evidence of a valid exemption. Licensee shall be liable to Deltek for any costs, fees and taxes that Deltek incurs due to any invalid tax exemption claimed by Licensee.
- g. **Payments.** All fees and other charges referred to in the Agreement will be paid in the currency specified in the Order Form, or SOW. Unless otherwise specified, the currency is US Dollars. All payments made under this Agreement are non-refundable, except as specifically provided in this Agreement.
- h. **Late Payments.** Deltek may charge interest at the rate of one and one-half percent (1½%) per month, eighteen percent (18%) per annum, or at the highest rate allowed by law, whichever is less, from the date due until paid. Deltek may suspend Licenses, maintenance, Services or other performance if Licensee fails to make full payment of any undisputed amount owed under this Agreement within ten (10) days after written notice from Deltek.

- i. **Third Party Payments.** Licensee may separately arrange with a third party to make some or all payments to Deltek required by this Agreement. Licensee must notify Deltek and provide reasonable documentation to Deltek of the arrangement requested before Deltek will invoice a third party directly. If Deltek has not received notice and documentation of a third party payment arrangement prior to invoicing, Deltek will not re-issue invoices. If a third party fails to make any undisputed payment when due, Licensee shall promptly pay Deltek and Deltek may invoice Licensee directly for all amounts due.

### **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 add a surcharge to cover additional costs of handling Restricted Data. If Licensee fails to identify Restricted Data, Licensee shall 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 laws 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 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 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.
- e. Licensee shall be responsible to Deltek for any costs, loss or damage Deltek incurs as a direct or indirect result of a breach of this Compliance with Law Section by Licensee.

**B5. Excusable Delays.** 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, including acts of a government and severe weather conditions. Failure to make payment under this Agreement shall not be considered an excusable delay

**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. However, Deltek may identify Licensee on its client list and may use a mutually-agreed general description of the nature of the relationship in promotional materials, presentations, and proposals to current and prospective clients. Notwithstanding anything to the contrary herein, 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.**

- A. EXCEPT FOR LICENSEE'S VIOLATION OF THE TERMS OF ITS LICENSE OR INFRINGEMENT OF DELTEK'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT SHALL EITHER PARTY OR DELTEK'S LICENSORS BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, BUSINESS INTERRUPTIONS, LOSS OF REVENUE OR PROFITS, LOST MANAGEMENT TIME, SAVINGS, DATA OR GOODWILL, OR ANY PENALTIES, FINES OR EXPENSES.
- B. EXCEPT FOR DELTEK'S OBLIGATIONS UNDER THE INFRINGEMENT SECTION, 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 SOFTWARE OR THE SERVICES PROVIDED HEREUNDER SHALL NOT EXCEED THE AMOUNT OF THE LICENSE OR SERVICES FEE PAID FOR THE SOFTWARE OR SERVICES, RESPECTIVELY, GIVING RISE TO THE LIABILITY.
- C. 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.
- D. EXCEPT FOR DELTEK'S LICENSORS, WHO ARE THIRD PARTY BENEFICIARIES ONLY WITH RESPECT TO THEIR PORTION(S) OF THE SOFTWARE, ANY PERSON WHO IS NOT A PARTY TO THIS AGREEMENT SHALL HAVE NO RIGHT TO ENFORCE ANY TERM OF THIS AGREEMENT.
- E. 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.
- F. **FOR EMEA LICENSEES**, NOTHING IN THIS LIMITATION OF LIABILITY SECTION OR OTHERWISE IN THE AGREEMENT SHALL EXCLUDE OR IN ANY WAY LIMIT DELTEK'S LIABILITY TO LICENSEE FOR

(1) FRAUD, (2) DEATH OR PERSONAL INJURY CAUSED BY DELTEK'S NEGLIGENCE (INCLUDING NEGLIGENCE AS DEFINED IN S. 1 UNFAIR CONTRACT TERMS ACT 1977), (3) BREACH OF TERMS REGARDING TITLE IMPLIED BY S. 12 SALE OF GOODS ACT 1979 AND/OR S. 2 SUPPLY OF GOODS AND SERVICES ACT 1982, OR (4) ANY LIABILITY TO THE EXTENT THE SAME MAY NOT BE EXCLUDED OR LIMITED AS A MATTER OF LAW.

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

**B9. Assignment.** Licensee may not in whole or part, assign, transfer, novate, subcontract or sublicense this Agreement or any right or obligation under it, and any assignment made in violation of this provision shall be invalid. However, Licensee may assign this Agreement, without Deltek's written consent, to any successor in interest by way of merger or consolidation or the acquisition of substantially all of Licensee's assets; provided that (1) assignor's account with Deltek is current at the time of assignment, (2) assignee is not a direct competitor of Deltek, and (3) assignee shall be bound by the terms and conditions of this Agreement, as written. The assignee shall provide evidence of the transaction and, if applicable, shall convert, true up, expand, or relocate the assigned Licenses subject to Deltek's then-current fees.

**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 B7a 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](mailto:contractsgroup@deltek.com) and to 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. **For Americas Licensees (except for U.S. Government Licensees):** This Agreement shall be governed by the laws of the State of Delaware, U.S.A., without regard to any conflicts of laws provisions. The Uniform Computer Information Transactions Act (UCITA) shall not apply to this Agreement.
- b. **For U.S. Government Licensees:** The Agreement shall be governed by the applicable U.S. Federal law of government contracts, without regard to any conflicts of laws provisions.
- c. **For Asia-Pacific Licensees:** This Agreement shall be governed by the laws of Australia and particularly the laws of South Australia, without regard to any conflicts of laws provisions.
- d. **For EMEA Licensees:** This Agreement shall be governed by the laws of England, without regard to any conflicts of laws provisions.
- e. **For all Licensees:** The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

**B13. Dispute Resolution.**

- a. **Informal Dispute Resolution.** In the event of any Dispute arising from or relating to this Agreement or the breach thereof, the parties hereto shall endeavor to use their best efforts to settle the Dispute. To this effect, the management-level representative from each party shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If the management-level representatives are unable to reach such solution within thirty (30) days of the commencement of such negotiations, then the Dispute will be referred to executive-level representatives of each party for an additional thirty (30) day period of negotiation.
- b. **For Americas Licensees (except for U.S. Government Licensees):** If a Dispute is not resolved at the end of the sixty (60) day period described in Subsection (a) above, then upon notice by either party to the other, the Dispute

shall be settled by final and binding arbitration in accordance with the American Arbitration Association ("AAA") Commercial Arbitration Rules. A single arbitrator appointed as provided in the AAA Commercial Arbitration Rules will be an attorney experienced in computer software, licensing, and information technology disputes. The arbitrator will have exclusive authority to resolve any and all disputes relating to procedural and substantive questions concerning the arbitration, including choice of venue and choice of law issues, and the formation, interpretation, applicability, scope, and enforceability of this agreement to arbitrate. The arbitration proceeding shall be conducted in the English language and shall occur in the Washington, DC metropolitan area, or, with the consent of the arbitrator and parties, another mutually agreeable metropolitan area. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§1-16, and judgment upon the award rendered by the arbitrator may be entered by any court of competent jurisdiction.

- c. **For U.S. Government Licensees:** Any Dispute that cannot be resolved by the parties will be subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this Agreement to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this Agreement shall be a dispute to be resolved in accordance with the FAR Disputes clause at 48 C.F.R. 52.233-1, which is incorporated by reference.
- d. **For Asia-Pacific and EMEA Licensees:** If a Dispute is not resolved at the end of the sixty (60) day period described in Subsection (a) above, then upon notice by either party to the other, the Dispute shall be finally resolved by binding arbitration before a single arbitrator pursuant to the Rules of Arbitration ("Rules") and under the auspices of the International Chamber of Commerce (ICC). In accordance with the Rules the parties shall select the arbitrator, and if they do not, an arbitrator shall be selected by the ICC in accordance with the Rules. The arbitrator shall be a lawyer knowledgeable in the chosen law and information technology disputes. At either party's request, the arbitrator shall give a written opinion stating the factual basis and legal reasoning for his/her decision. The arbitrator will have exclusive authority to resolve any and all disputes relating to procedural and substantive questions concerning the arbitration, including choice of venue and choice of law issues, and the formation, interpretation, applicability, scope, and enforceability of this agreement to arbitrate. The arbitration proceeding shall be conducted in the English language and shall occur in Adelaide, Australia (for Asia-Pacific Licensees) or London, UK (for EMEA Licensees), or, with consent by the arbitrator and parties, another mutually agreeable metropolitan area.
- e. **Arbitration.** The arbitrator shall award appropriate fees and costs to the prevailing party. If it becomes necessary for either party to compel arbitration or to enforce an arbitration award, that party may bring an action in any court of competent jurisdiction and the prevailing party will be entitled to recover from the other party its costs and expenses, including court costs and reasonable attorneys' fees (including allocable costs of in-house counsel). The arbitration and all related proceedings and discovery will take place pursuant to a protective order entered by the arbitrator that protects the confidential nature of the parties' proprietary and confidential information. No arbitration award may provide a remedy beyond those permitted under this Agreement, and any award providing a remedy not permitted under this Agreement will not be valid and will be vacated. No Dispute may be brought as a class action, and neither party may act as a class representative or participate as a member of a class of claimants with respect to any Dispute. **BOTH PARTIES HEREBY WAIVE ALL RIGHT OR ENTITLEMENT TO TRIAL BY JURY IN CONNECTION WITH ANY DISPUTE THAT ARISES OUT OF OR RELATES IN ANY WAY TO THIS AGREEMENT.**
- f. **Litigation Rights.** Either party may, without waiving any remedy under this Agreement, seek temporary or permanent injunctive relief including without limitation equitable relief from any court of competent jurisdiction to protect its Confidential Information, non-solicitation rights, License rights and Intellectual Property Rights, regardless of the arbitration requirements. Deltek reserves the right to pursue legal action in a court of competent jurisdiction to compel payment due hereunder and, in such a case, Deltek shall be entitled to recover its costs and reasonable attorneys' fees (including the allocable costs of in-house counsel), regardless of the arbitration requirements.

**B14. Entire Agreement.** This Agreement, which consists of Sections B-F with a separate Section A: Order Form for each Software order, and a separate SOW for each Services engagement plus any attachments identified as incorporated into this Agreement, is the entire agreement between Licensee and 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. Any purchase order or other document issued by the Licensee (including any online terms as part of a required procurement process) will be for administrative purposes only and any such terms will not alter or supplement this Agreement. This Agreement will not be modified by any other act, document, usage, custom, or course of dealing unless

it is signed by both parties. However, only Licensee's signature or affirmation is required to agree to an unmodified Order Form, or other transaction document or language provided by Deltek. . 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 therein are provided "AS IS". 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.

- f. **Australian Business Number (“ABN”).** If Licensee is an Australian business, Licensee warrants that it has an ABN and has provided it to Deltek. Licensee further warrants that it will maintain its ABN through the duration of this Agreement, list its ABN on any invoice, and advise Deltek in writing immediately if its ABN is cancelled. Licensee will indemnify and hold Deltek harmless from and against any tax, charge, fine, penalty or other impost which Deltek incurs or becomes liable to pay as a result of the Licensee's failure to maintain its ABN.

#### **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. Termination.**

The non-breaching party may terminate this Agreement, SOW, Order Form, or License to use Software on thirty (30) days written notice of a material breach, which remains uncured at the end of that thirty (30) day period, unless the breach is a failure to make an undisputed payment due, in which case the cure period is ten (10) days.

- a. Licensee 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. Early termination of a Term License will not release Licensee from any obligation to pay for the full term of such Term License, and no refunds will be provided for a mid-term cancellation or termination. Upon termination of a License for any reason, or non-renewal of a Term License, Licensee shall cease all use of and shall return or destroy, as directed by Deltek, all copies of the applicable Software and Documentation. Within thirty (30) days after the termination of a License (five business days for non-renewal of a Term License), a corporate officer of Licensee shall execute a statement certifying that Licensee has fully complied with the terms of this Termination Section and acknowledging that all rights to use the Software and Documentation have been terminated and that any further use of the Software or Documentation is unauthorized and would be in violation of Deltek's rights. Licensee acknowledges that following the expiration or termination of a Term License, any data that is retained in formats only readable by the Software will not be accessible.
- b. Termination of any License shall not relieve Licensee of its obligations to pay any amounts then due Deltek and shall not entitle Licensee to a refund of any amounts paid under this Agreement, except as otherwise specified herein.

**B21. 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 Licenses or Services or proposal for the Licenses or Services specified in the Order Form 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 any Licenses or Services under this Agreement shall be presumed to know of the restriction.

**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 [For orders under the GSA Contract, Section C applies to SIN 132-33 Perpetual Software Licenses]**

### **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 shall automatically terminate the Licenses granted herein and contractual covenants and obligations of Licensee. 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.
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- i. 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.
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- k. 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.
- l. 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.
- m. 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.
- n. Licensee shall have or obtain the Deltek and Third Party Software Licenses needed to be consistent with any Services provided to Licensee.
- o. **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](mailto: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.
- p. **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. Relocation.** Licensee may change the Licensed Location with Deltek's prior written consent and subject to applicable relocation fees. Deltek's consent shall entitle Licensee to move its installed Instance of the server portion of the Software or the computers or server(s) on which the Software is installed from the existing Licensed Location specified in this Agreement to a new Licensed Location 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.

**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. Each Term License will automatically renew for subsequent twelve-month terms after the initial term, unless otherwise agreed in the applicable Order Form or unless Licensee gives Deltek written notice that it does not intend to renew that Term License at least thirty (30) days prior to the start of the renewal term.

**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 full control of 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.

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**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. Deltek may enter Licensee's premises

during business hours on reasonable advance notice for the purpose of examining, or having examined, Licensee's relevant books, records, disaster recovery plan and computers to verify Licensee's compliance with this Agreement. Deltek will be subject to reasonable rules and regulations regarding access to the Licensee's facilities that are provided to Deltek in advance of the audit. Audits will be at Deltek's expense, unless the audit reveals that Licensee has materially breached the Agreement, in which case the audit will be at Licensee's expense. Deltek may provide the audit results to its licensors when required by the licensors.

**SECTION D: MAINTENANCE TERMS AND CONDITIONS [For orders under the GSA Contract, Section D applies to SIN 132-34 Maintenance of Software as a Service.]**

**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](http://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. Unless otherwise agreed, or where prohibited by applicable law or regulation, maintenance will automatically renew for additional periods unless Licensee gives Deltek written notice of its intent to terminate maintenance at least thirty (30) days prior to the start of a maintenance period.
- 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 at Deltek's discretion and subject to then-current maintenance terms and fees.

**SECTION E: SERVICES TERMS AND CONDITIONS [Services, other than maintenance, are not currently available for purchase from Deltek’s GSA Contract; this Section E shall apply, if at all, to the extent relevant and applicable and solely to purchased maintenance.]**

**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, whether or not this Agreement is referenced and whether or not an SOW is executed. Unless otherwise agreed in an SOW, the total cost or completion dates for any Services in an SOW are estimates. Licensee acknowledges that the ultimate responsibility for the Services rests with Licensee and that Deltek's role is to assist Licensee in that endeavor. 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. Each SOW shall establish the

general nature of the work to be performed, the number of Consultants to be assigned, the estimated duration of the 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

**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 both parties have agreed to that change in writing (a "Change Order").

**E7. Scheduling.** Deltek will try to accommodate work schedule requests of Licensee to the extent commercially practicable. Deltek reserves the right to change such schedule for any SOW if the assigned consultants are unable to perform scheduled 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.

**E8. Cancellation or Rescheduling of SOWs.** Licensee may cancel or reschedule (if previously scheduled) all or part of any sow upon ten (10) business days advance written notice ("notice period"). upon cancellation of an sow in progress, Licensee will pay all fees and expenses for work performed through the effective cancellation date (partially completed fixed fee engagements will be prorated) as well as reasonable costs directly related to Licensee's cancellation (such as lodging cancellation charges or air travel change fees). An SOW may be rescheduled at no cost, other than any reasonable costs directly related to rescheduling (such as lodging cancellation charges or air travel change fees). Deltek will make reasonable efforts to accommodate Licensee's requested dates but the rescheduled SOW dates, although mutually agreed, shall be based on availability of Consultants. If Licensee cancels or reschedules an SOW with less than the Notice Period, Licensee will also pay a fee equal to the total daily rates for Consultants assigned to the SOW for every day that the actual notice was less than the Notice Period. However, the fee may not exceed the remaining number of days scheduled on the SOW.

**E9. Fees and Expenses.** Unless otherwise provided in an SOW, Licensee shall pay Deltek on a time and materials basis at Deltek's then-current rates. Hourly rates or fees for Services performed shall be set forth in the applicable SOW. Unless otherwise agreed in writing in the SOW, the minimum labor charge for any single day is eight hours. Billable amounts incurred in excess of eight hours per day will be billed at the standard, straight-time hourly rate. Estimated fees for Services under this Agreement do not include travel or other expenses. Licensee agrees to reimburse Deltek for and will be invoiced for all travel and other expenses. Out-of-pocket expenses will be reimbursed on a pass-through basis based on the net cost paid or invoiced at the time of purchase, which includes airfare, ground transportation, lodging, meals and incidentals. Licensee acknowledges that Deltek or its affiliates may receive frequent flyer miles, hotel "points", commissions, rebates, fees or other consideration ("Benefits") as a result of relationships with travel service providers, alliance companies, software, hardware, and other vendors. Licensee agrees that Deltek is not obligated to provide a credit for or reimbursement to Licensee for Benefits

**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 charge.

**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 cost of such modification will be borne by Licensee. 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. [For orders under the GSA Contract, Section F applies to SIN 132-33 Perpetual Software Licenses]**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 Capture Analytics and Deltek Costpoint Analytics.** Neither Deltek Capture Analytics nor Deltek Costpoint Analytics is currently available through Deltek’s GSA Contract. 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. The Base Package includes this administrative function. Individuals who are Administrators are not counted as Consumers or Designers.
2. “Base Package” means
  - i. for **Deltek Capture Analytics** a set of the following pre-defined capture analytics: current pipeline, pipeline revenue forecast, historical pipeline, and bid and win rates. The Base Package is required for Deltek Capture Analytics.
  - ii. for **Deltek Costpoint Analytics** a set of the following pre-defined operational and financial analytics: revenue, profit, backlog, projects at risk and labor utilization. The Base Package includes a summary dashboard that shows a summary of these five metrics. The Base Package is required for Deltek Costpoint Analytics.
3. “Consumer” means a Named User with the limited right to access content via browser only, and who may add new tabs and dashboard objects via the web interface.
4. “Designer” means a Named User with the limited right to access the design tool (local client) to modify, extend the existing set of analytics included in the Base Package), and may also access content via browser like a Consumer and perform Administrator functions.
5. “Host Application” means any Deltek Software, Third Party Software, and ISV Supported Software for which the ISV Partner solely and directly provides the license or software as a service subscription.

b. License Terms.

1. The Base Package includes one server license. 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 Consumer and Designer 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. Licensee may only use Deltek Capture Analytics in conjunction with an Instance of Deltek GovWin Capture Management.
3. Licensee may only use Deltek Costpoint Analytics in conjunction with an Instance of Deltek Costpoint.
4. A Designer may extend the Software by modifying existing analytics or creating new analytics subject to the terms of the Agreement and the applicable Order Form. A Designer is permitted to create new analytics and import data from any Host Application. Additionally, a Designer may import data from spreadsheets, Microsoft Project and ASCII files for no additional charge. Licensee may not import data from sources other than a Host Application unless it has paid the applicable third party data integration fee.

5. Licensee may not assign any license to Deltek Capture Analytics or Deltek Costpoint Analytics in whole or in part.
6. Deltek Capture Analytics and Deltek Costpoint Analytics are powered by QlikView. Under no circumstances whatsoever may Licensee use the Software with a third-party data source unless it is used in conjunction with a Deltek product (i.e. a dashboard reports data from a Deltek and a non-Deltek data source) and Licensee pays the third party integration fee. Licensee may not use the Software to report data solely from a third party, non-Deltek data source.
7. Deltek warrants that for the first one hundred twenty (120) days from the date of initial delivery, for the initial term only (“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.

**F2. Deltek Costpoint Enterprise Reporting (“CER”) or IBM Cognos.** Neither Deltek Costpoint Enterprise Reporting nor IBM Cognos is currently available through Deltek’s GSA Contract. Licensee will configure the Software to ensure that users are restricted from using any other Software functionality other than as licensed. The following definitions apply:

a. Definitions.

1. “BI” means Business Intelligence.
2. “Full Use” means the right to use the Software for Licensee’s internal use without being restricted for use with Deltek Software.
3. “Restricted Use” means use of Software to report against data whose source is the Deltek Software, Third Party Software, or ISV Supported Software sold by Deltek, regardless of where the data resides. Licensee may not copy the Restricted Use Software except for backup and archival copies made in accordance with this Agreement.

b. License Terms.

1. User roles and usage restrictions are provided in the following link and are incorporated by reference herein: [http://www-03.ibm.com/software/sla/sladb.nsf/lilookup/FAFD2169594601638525790A001A0BAF?opendocument&li\\_select=CF7A6ED7576485408525790A001A0B9E](http://www-03.ibm.com/software/sla/sladb.nsf/lilookup/FAFD2169594601638525790A001A0BAF?opendocument&li_select=CF7A6ED7576485408525790A001A0B9E). References to “International Program License Agreement” shall mean this Agreement. References to “Program” shall mean “Software” or “Third Party Software” as applicable.
2. CER. CER is licensed on a Restricted Use basis. Licensee will configure the Software to ensure that users are restricted from using any other Software functionality other than as licensed.
3. IBM Cognos BI. IBM Cognos BI is licensed on a Full use basis.

**F3. GCS Premier Analytics.** GCS Premier Analytics is not currently available through Deltek’s GSA Contract.

- a. “**Administrator Rights**” means a GCS Premier Analytics Named User License with Executive User Rights plus rights to add or delete users and import data from Deltek GCS Premier. This type of license may only be purchased as part of the GCS Premier Analytics Bundle.
- b. “**Executive User Rights**” means a GCS Premier Analytics Named User License with rights to access the Executive Dashboard, and export and/or print reports.
- c. “**GCS Premier Analytics Bundle**” means the minimum license sold for GCS Premier Analytics consisting of one Administrator Rights license and one Executive User Rights License. Additional licenses will have Executive User Rights only (sold separately).

**F4. Deltek Connector.** Deltek Connector is not currently available through Deltek’s GSA Contract.

Unless otherwise permitted in this Agreement, the Software may be installed only in a single location on a hard disk or other storage device. Licensee may install the Software on one network server used only to install or run the Software over an internal network. Licensee may make a backup copy of the Software only for archival backup and security reasons; Licensee may not install copies of the Software for fail-over or disaster recovery without purchasing additional Licenses for such purposes. Unauthorized copying of either the Software or Documentation is expressly forbidden. Printed copies of the

Documentation may be used solely for Licensee's internal use.

Deltek Connector Software is expressly excluded from the warranty contained in the Agreement. Any compensation due Licensee under the infringement section of the Agreement for Deltek Connector shall be limited to the amount of the License Fee paid by Licensee for the infringing Software.

Any interfaces, integrations or connectors built or developed by any party using the Software (collectively "Deltek Connector Integrations") will conform only to the software program and/or database version as of the time of development, if applicable. All Deltek Connector Integrations must involve at least one Deltek application (as the source, data target, or both). The Deltek Connector Integrations are NOT covered in Licensee's maintenance plan, and Deltek has no obligation to provide updates, improvements, or modifications to the Deltek Connector Integrations. If future improvements or updates to the applicable software cause the program and/or databases to change, then the Deltek Connector Integrations may require modification, and the cost of such modification(s), whether the modification(s) are provided by Licensee, Deltek, or a third party, will be borne by Licensee.

**F5. Deltek Maconomy.** Deltek Maconomy is not currently available through Deltek's GSA Contract. Analysis or reporting functionality may be used only with the Deltek Maconomy Software (which includes Maconomy DataMart and Data Warehouse), and accessing data that is not created or used by Deltek Maconomy Software is not permitted

**F6. Deltek MPM.**

- a. Unless otherwise permitted in an Order Form, the Software may be installed only in a single location on a hard disk or other storage device. Licensee may install the Software on one network server used only to install or run the Software over an internal network.
- b. The Software represents and embodies trade secrets of Deltek and its licensors. The source code and embodied trade secrets are not licensed to Licensee and any modification or addition thereto, or deletion therefrom, is strictly prohibited.
- c. Licensee may make a backup copy of the Software only for archival backup and security reasons; Licensee may not install copies of the Software for fail-over or disaster recovery without purchasing additional Licenses for such purposes. Unauthorized copying of either the Software or Documentation is expressly forbidden. Printed copies of the Documentation may be used solely for Licensee's internal use.
- d. Except as expressly authorized in this Agreement Licensee agrees not to use, sublicense, distribute, transfer, copy, reproduce, display, decompile, modify, create derivative works of, time share or dispose of the Software or Documentation or any part thereof. Licensee may not distribute the Software to any third party, or directly or indirectly sublicense, lease or rent the Software for third party use. Licensee may not use, access, or allow access to the Software in any manner to provide service bureau, ASP, time-sharing, or other computer services to third parties without executing an agreement expressly permitting such use.
- e. The Deltek MPM Software is expressly excluded from the warranty contained in the Agreement. Any compensation due Licensee under the infringement section of the Agreement for the Software shall be limited to the amount of the License Fee paid by Licensee for the infringing Software.
- f. The Software is not fault-tolerant and is not designed, manufactured, or intended for use as on-line control equipment in hazardous environments regarding fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the Software could lead directly to death, personal injury, or severe physical or environmental damage (each, a "High Risk Activity"). Deltek disclaims any express or implied warranty of fitness for any such High Risk Activity.
- g. Licensee may not assign any license to the Software in whole or in part.
- h. The Software, including technical data relating thereto, are subject to applicable export control laws, including the U.S. International Traffic in Arms Regulations (ITAR) and the U.S. Export Administration Regulations (EAR) and associated regulations, and may be subject to export or import regulations in other countries. 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 laws and regulations and only if permitted under the License terms.

**F7. 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. A Basic User may also be given the rights to perform administrator functions.
  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.
- 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 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 Deltek wInsight Analytics other than as described above is prohibited, include creating new dashboard models that do not use Deltek wInsight Analytics data. The License is for a single installation only unless otherwise noted in an Order Form.
  4. Deltek wInsight Analytics is powered by Qlik. Licensee may not assign any License to Deltek wInsight 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.

**F8. Kona Business.** Kona Business is not currently available through Deltek’s GSA Contract. Kona Business is a software-as-a-service product, a subscription to which may be granted under this Agreement if Kona Business is ordered in an Order Form. The terms governing the use of this product are the terms available at [www.deltek.com/saasterms](http://www.deltek.com/saasterms) (“SaaS Terms”), as well as the Kona terms of use and privacy policy. In addition:

- a. Kona Business is not “Software” as defined in this Agreement, and any terms applicable to an on-premise License, including maintenance and support, do not apply to Kona Business.
- b. “Services” as defined in this Agreement shall not apply to Kona Business services. “Services” as defined in the SaaS Terms means the Kona Business services provided on the kona.com site and any related application downloads.
- c. In the event of a conflict among the governing documents with respect to a Kona Business account only, the following shall be the order of precedence: terms accepted upon download of an application, an Order Form, the SaaS Terms, the remainder of this Agreement, the Kona terms of use, and the Kona privacy policy.