

w.j.technologies,llc

8000 Towers Crescent Drive, Suite 950 :: Vienna, VA 22182

Tel.: 703.761.4848 :: Fax: 703.761.4815 :: www.wjtechnologies.com



1. Terms and Conditions of Sales

THE TERMS AND CONDITIONS OF SALE ARE LIMITED TO THOSE CONTAINED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS IN ANY FORMS DELIVERED BY CUSTOMER ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS AND NOTICE OF OBJECTION TO THEM AND REJECTION OF THEM IS HEREBY GIVEN. ANY GENERAL DESCRIPTION OF THE TYPES OF PRODUCTS AND RESULTS THEREOF POSTED ON THE WJ TECHNOLOGIES' WEBSITE DO NOT CONSTITUTE PART OF THE AGREEMENT BETWEEN WiJiT AND CUSTOMER.

BY ACCEPTING DELIVERY OF THE PRODUCTS DESCRIBED IN WiJiT's INVOICE OR OTHER WiJiT DOCUMENTATION, CUSTOMER AGREES TO BE BOUND BY AND ACCEPT THESE TERMS AND CONDITIONS OF SALES UNLESS CUSTOMER AND WiJiT HAVE SIGNED A SEPARATE AGREEMENT, IN WHICH CASE THE SEPARATE AGREEMENT WILL GOVERN. ANY GENERAL DESCRIPTION OF THE TYPES OF PRODUCTS AND RESULTS THEREOF POSTED ON THE WiJiT WEBSITE DO NOT CONSTITUTE PART OF THE AGREEMENT BETWEEN WiJiT AND CUSTOMER.

2. Important Information About These Terms and Conditions of Sales

These Terms and Conditions of Sales constitute a binding contract between Customer and WiJiT and are referred to herein as either "Terms and Conditions of Sales" or this "Agreement". Customer accepts these Terms and Conditions of Sales by making a purchase, placing an order or otherwise shopping on WiJiT's Website (the "Site"). These Terms and Conditions of Sales are subject to change without prior notice, except that the Terms and Conditions of Sales posted on the Site at the time Customer places an order will govern the order in questions, unless otherwise agreed in writing by WiJiT and Customer.

Customer consents to receiving electronic records, which may be provided via a Web browser or e-mail application connected to the Internet. Individual consumers may withdraw consent to receiving electronic records or have the record provided in non-electronic form by contacting WiJiT at the address provided below. In addition, Internet connectivity requires access services from an Internet access provider, to be arranged by Customer or individual consumers.

Customer may issue a purchase order for administrative purposes only. Additional or different terms and conditions contained in any such purchase order will be null and void. Customer agrees that the Terms and Conditions of Product Sales contained herein and in WiJiT's invoice or other WiJiT documentation will control.

3. End User License and Service Agreement

Customer understands that WiJiT is not the manufacturer of the products purchased by Customer hereunder and that use of the products is subject to the manufacturer, Deltek, Inc.'s ("DELTEK"), License and Services Agreement, attached hereto as Schedule A.

4. Support Services

In the event Customer purchases Support Services to be provided by DELTEK, these services shall be provided in accordance with and subject to DELTEK's Quarterly Support Terms and Conditions, attached hereto as Schedule B. "Quarterly Support Services" shall have the meaning set out therein.

5. Consulting and Training Services

In the event Customer purchases Consulting and Training Services from WiJiT, these services shall be provided in accordance with and subject to WiJiT's Consulting and Training Services Terms attached hereto as schedule C. "Consulting and Training Services" shall have the meaning set out therein.

6. Governing Law

THESE TERMS AND CONDITIONS OF PRODUCT SALES AND ANY SALE OF PRODUCTS HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE COMMONWEALTH OF VIRGINIA, WITHOUT REGARD TO CONFLICT OF LAWS RULES. ANY ARBITRATION, ENFORCEMENT OF AN ARBITRATION OR LITIGATION WILL BE BROUGHT EXCLUSIVELY IN VIRGINIA AND CUSTOMER CONSENTS TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED THEREIN, SUBMITS TO THE JURISDICTION THEREOF AND WAIVES THE RIGHT TO CHANGE VENUE. CUSTOMER FURTHER CONSENTS TO THE EXERCISE OF PERSONAL JURISDICTION BY ANY SUCH COURT WITH RESPECT TO ANY SUCH PROCEEDING.

7. Title; Risk of Loss

Products shall be shipped FCA (Incoterms 2000) DELTEK's facility. Notwithstanding the foregoing, title to software will remain with the Product manufacturer, DELTEK, and Customer's rights therein are contained in the license agreement between DELTEK and Customer.

8. Export

If this transaction involves an export of items (including commodities, software, and/or technology) subject to United States export control laws, including, but not limited to the Export Administration Regulations, Customer agrees that it will not divert, use, export or re-export items contrary to any United States export control law. Customer expressly acknowledges and agrees that it will not export, re-export, or provide such items to any entity or person within any country that is subject to United States economic sanctions imposing comprehensive embargoes without obtaining prior authorization from the United States Government. The list of such countries subject to United States economic sanctions or embargoes may change from time to time but currently includes Cuba, Iran, Sudan, and Syria. Customer also expressly acknowledges and agrees that it will not export, re-export, or provide such items to entities and persons that are ineligible under United States law to receive such items, including but not limited to any person or entity on the United States Treasury Department's list of Specially Designated Nationals or on the United States Commerce Department's Denied Persons List, Entity List, or Unverified List. In addition, manufacturers' warranties for exported products may vary or may be null and void for products exported outside the United States. Furthermore, Customer represents that it shall comply with all anti-bribery and anti-corruption laws, including, but not limited to, the United States Foreign Corrupt Practices (FCPA). Customer agrees to indemnify WJ Technologies and hold WJ Technologies harmless from any third party claims, including, without limitation, government investigations, and any resulting costs, that are caused by Customer's failure to comply with this section or applicable law.

9. Warranties

Customer understands that WiJiT is not the manufacturer of the products purchased by Customer and the only warranties offered are those of the manufacturer, not WiJiT. In purchasing the products, Customer relies on the manufacturer's specifications only and does not rely on any statements, specifications, photographs or other illustrations representing the products that may be provided by WiJiT. **WiJiT AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY OF NONINFRINGEMENT. THIS DISCLAIMER DOES NOT AFFECT THE TERMS OF THE MANUFACTURER'S WARRANTY, IF ANY.**

10. Pricing Information; Availability Disclaimer

All pricing is subject to change. WiJiT reserves the right to make adjustments to pricing and products for reasons including, but not limited to, changing market conditions, product discontinuation, product unavailability, manufacturer price changes and errors in advertisements. All orders are subject to product availability. Therefore, WiJiT cannot guarantee that it will be able to fulfill Customer's orders.

11. Limitation of Liability

UNDER NO CIRCUMSTANCES WILL WiJiT, ITS AFFILIATES, SUPPLIERS, SUBCONTRACTORS OR AGENTS BE LIABLE FOR: (A) ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHICH INCLUDES BUT IS NOT LIMITED TO, INSTALLATION AND REMOVAL COSTS, LOSS OF PROFITS, REVENUES, SAVINGS, OR DATA, REGARDLESS OF WHETHER WiJiT HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES, OR WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY; (B) CLAIMS, DEMANDS OR ACTIONS AGAINST CUSTOMER BY ANY THIRD PARTY; (C) ANY LOSS OR CLAIM ARISING OUT OF OR IN CONNECTION WITH CUSTOMER'S IMPLEMENTATION OF ANY RECOMMENDATIONS BY WiJiT IN CONNECTION WITH THE PRODUCTS; OR (D) UNAVAILABILITY OF USE OF THE PRODUCT OR FOR LOST OR CORRUPTED DATA OR SOFTWARE. NOTWITHSTANDING THE FOREGOING, IN THE EVENT OF ANY LIABILITY INCURRED BY WJ TECHNOLOGIES, WiJiT'S ENTIRE LIABILITY FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE DOLLAR AMOUNT PAID BY CUSTOMER FOR THE PRODUCT(S) AND/OR SERVICES GIVING RISE TO THE CLAIM.

WiJiT will not be responsible for any delays in delivery which result from any circumstances beyond its control, including, without limitation, product unavailability, carrier delays, delays due to fire, severe weather conditions, failure of power, labor problems, acts of war, terrorism, general insurrection, acts of God or acts of any government or agency. Any shipping dates provided by WiJiT are estimates only.

12. Proprietary Information

Each party anticipates that it may be necessary to provide access to information of a confidential or proprietary nature of such party, including its affiliates or a third party, (hereinafter referred to as "Proprietary Information") to the other party in the performance of this Agreement. "Proprietary Information" means any information or data in oral and/or in written form which the receiving party knows or has reason to know is proprietary information and which is disclosed by a party in connection with this Agreement or which the receiving party may have access to in connection with this

Agreement. Proprietary Information will not include information which: (a) becomes known to the public from a source other than the receiving party; (b) was known to the receiving party, or becomes known to the receiving party from a third party having the right to disclose it and having no obligation of confidentiality to the disclosing party with respect to the applicable information; or (c) is independently developed by personnel of the receiving party who have not had access to such information. To the extent practicable, Proprietary Information should be clearly identified or labeled as such by the disclosing party at the time of disclosure or as promptly thereafter as possible, however, failure to so identify or label such Proprietary Information will not be evidence that such information is not proprietary or protectable.

Each party agrees to hold such Proprietary Information confidential in the same manner as it holds its own Proprietary Information of like kind. Disclosures of Proprietary Information will be restricted to those individuals who are participating in the performance of this Agreement and need to know such Proprietary Information for purposes of this Agreement. Upon the request of a party, the other party will either return or certify the destruction of the Proprietary Information of the other party.

If a receiving party is required by law, rule or regulation, or requested in any judicial or administrative proceeding or by any governmental or regulatory authority, to disclose the Proprietary Information, the receiving party will give the disclosing party prompt notice of such request so that disclosing party may seek an appropriate protective order or similar protective measure.

13. Arbitration

Any claim, dispute, or controversy (whether in contract, tort or otherwise, whether preexisting, present or future, and including statutory, common law, intentional tort and equitable claims) arising from or relating to the products sold pursuant to this Agreement of Sales, the interpretation or application of this Agreement or the breach, termination or validity thereof, the relationships which result from this Agreement (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories hereto), or WiJiT's advertising and marketing (collectively, a "Claim") **WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.**

Arbitration will be conducted pursuant to the Commercial Rules of the American Arbitration Association by three arbitrators. Neither WiJiT nor Customer will have the right to litigate the Claim in court or to have a jury trial on the Claim or to engage in pre-arbitration discovery, except as provided for in the applicable arbitration rules or by agreement of the parties. The arbitration will take place in Washington, D.C., or any other location on which the three arbitrators unanimously agree. Proceedings will be conducted in the English language. The arbitration award shall be final and not subject to court review except as provided in the Federal Arbitration Act. Any court having jurisdiction may enter judgment on the award rendered by the arbitrator(s). Each party will bear its own cost of any legal representation, discovery or research required to complete arbitration. The existence or results of any arbitration will be treated as confidential. **Notwithstanding anything to the contrary contained herein, all matters**

pertaining to the collection of amounts due to WiJiT arising out of sales hereunder will be exclusively litigated in court rather than through arbitration.

14. Orders; Payment Terms; Interest; Taxes

Orders shall not be binding upon WiJiT unless and until accepted by WiJiT. Terms of payment are within WiJiT's sole discretion. Invoices are due and payable within the time period specified on the invoice, measured from the date of invoice, subject to continuing credit approval by WiJiT. WiJiT may invoice Customer separately for partial shipments. Customer agrees to pay interest on all past-due sums at the lower of one and one-half percent (1 1/2%) per month or at the highest rate allowed by law. Until WiJiT receives payment, WiJiT reserves the right to suspend deliveries and services purchased hereunder. Customer is responsible for, and will indemnify and hold WiJiT harmless from, any applicable sales, use, transaction, excise or similar taxes and from any federal, state or local fees or charges (including, but not limited to, environmental or similar fees), imposed on, in respect of, or otherwise associated with the order. Customer must claim any exemption from such taxes, fees or charges at the time of purchase and provide WiJiT with the necessary supporting documentation. Any sales, use or other applicable tax or fees or assessments is based on the location to which the order is shipped. In the event of a payment default, Customer will be responsible for all of WiJiT's costs of collection, including court costs, filing fees and attorneys' fees.

15. Publicity

Customer shall not issue any press release or announcement, or any marketing, advertising, or other promotional materials, related to this Agreement or referencing WiJiT or its trade names, trademarks, or service marks without prior written approval of WiJiT.

16. Assignment

Customer may not assign or transfer this Agreement or any right or obligation hereunder without WiJiT's prior written consent. Any assignment made in violation of this provision shall be null and void. Notwithstanding the foregoing, the Customer may assign this Agreement, without WiJiT consent, to any successor in interest by way of merger or consolidation or the acquisition of all or substantially all of the Customer's assets, provided that the assignee agrees in writing to be bound by the terms and conditions of this Agreement and written notice of said assignment is provided to WiJiT.

SCHEDULE A

DELTEK SYSTEMS, INC.
LICENSE AND SERVICES AGREEMENT
GENERAL TERMS AND CONDITIONS (REV. 03/07)

1. **Payment; Taxes.** Licensee shall pay invoices within fifteen (15) days after receipt. All fees not paid within ten (10) days of the due date shall bear interest at the rate of one percent (1%) per month, or at the highest rate allowed by law, whichever is less, from the date due until paid. The fees set forth in this Agreement are exclusive of any sales, use, personal property, value added and goods/services taxes. Where applicable, such taxes shall be billed to Licensee as separate items on Deltek's invoice, and Licensee shall be liable for payment of such taxes (other than taxes based on Deltek's income).
2. **Confidential Information of Licensee.** During the term of this Agreement and for five (5) years thereafter, Deltek will regard as confidential all information related to the business of Licensee and Licensee's clients that may be obtained by Deltek from any source as a result of this Agreement and use the same degree of care, but no less than a reasonable degree of care, to protect such information as Deltek uses to protect its own confidential information. Deltek's obligation of confidentiality shall not apply to information which is: (i) already known to Deltek at the time of disclosure; (ii) obtained by Deltek from a third party without restrictions; (iii) in the public domain; or (iv) independently developed by Deltek. This section shall survive termination or expiration of this Agreement.
3. **Excusable Delays.** In no event shall either party be liable, one to the other, for any delay or failure to perform hereunder, which delay or failure is due to causes beyond the control of said party, including, but not limited to, acts of God, acts of the public enemy, terrorism, civil disturbance, acts of any government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather conditions.
4. **Client List.** Licensee agrees to be included as a reference on a list of Deltek clients.
5. **Publicity.** Either party may (in any press release, advertising or other publicly-disseminated materials) refer to the other party, the existence of this Agreement, the Software licensed hereunder, and Licensee's reasons for licensing the Software. Before disseminating this information publicly, the disclosing party shall review the factual content of the disclosures with the other party. Notwithstanding the foregoing, Licensee shall not publicly disclose any pricing, discount or payment terms without Deltek's prior written consent.
6. **Limitation of Liability.** Except for Intellectual Property indemnification obligations, Deltek's total liability on any claim of any kind for any loss or damage arising out of, resulting from or in connection with (i) this Agreement or the performance or breach thereof or (ii) the use or performance of the Software shall not exceed the amount of the license fee paid for the Software. **IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, REVENUE,**

DATA OR GOODWILL, ARISING FROM ANY CAUSE OF ACTION WHATSOEVER, INCLUDING WITHOUT LIMITATION CONTRACT, WARRANTY, STRICT LIABILITY, OR NEGLIGENCE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES.

7. **Binding Effect.** This Agreement shall be binding upon the parties and their respective legal successors and permitted assigns.
8. **Assignment.** Licensee may not assign or transfer this Agreement or any right or obligation hereunder without Deltek's prior written consent. Any assignment made in violation of this provision shall be null and void. Notwithstanding the foregoing, Licensee may assign this Agreement, without Deltek's consent, to any successor in interest by way of merger or consolidation or the acquisition of substantially all of Licensee's assets; provided that the assignee agrees in writing to be bound by the terms and conditions of this Agreement.
9. **Severability.** If any provision hereof is found by a tribunal of competent jurisdiction to be illegal or unenforceable, then such provision is hereby waived to the extent necessary for the Agreement to be otherwise enforceable.
10. **Notices.** All notices or other written communications required or permitted to be given sent pursuant to this Agreement shall be sent by overnight, registered or certified mail (return receipt requested) and addressed to the parties at the addresses first set forth above (or such other address as may be specified by like notice).
11. **Governing Law.** The Agreement is made under and shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without reference to its choice of law provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. This section shall survive termination or expiration of this Agreement.
12. **Disputes.**
 - (a) Any dispute, controversy or claim, whether based on contract, tort, statute or other legal or equitable theory (including any amendments or extensions thereto) (collectively, a "Claim") arising out of or relating to this Agreement, or a breach thereof, shall be settled by final and binding arbitration in accordance with the American Arbitration Association ("AAA"). The arbitration shall be heard and determined by a panel of three (3) three independent and impartial arbitrators and each arbitrator shall be an attorney having experience and familiarity with information technology disputes. The arbitrators shall have exclusive authority to resolve any and all disputes relating to procedural and substantive questions, including but not limited to, choice of venue and choice of law issues, and the formation, interpretation, applicability, scope, and enforceability of this agreement. The arbitration proceeding shall occur in a mutually agreed location,

each party shall bear its own costs relating to such arbitration, and the parties shall equally share the arbitrators' fees. In no event shall any arbitration award provide a remedy beyond those permitted under this Agreement, and any award providing a remedy beyond those permitted under this Agreement shall not be confirmed, no presumption of validity shall attach, and such award shall be vacated. No Claim may be brought as a class action, combined or consolidated with any other proceeding, nor may any proceeding be pursued in a representative capacity or on behalf of a class. Neither party has the right to act as a class representative or participate as a member of a class of claimants with respect to any Claim. Any arbitration proceedings are confidential and will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

- (b) **Interim Relief.** A party may, without limiting any other rights and remedies available seek provisional or interim relief from any court of competent jurisdiction to protect its confidential information, license, or other intellectual property rights from any actual or threatened harm regardless of the arbitration requirement of this Agreement.
- (c) This Section 12 shall survive termination or expiration of this Agreement.
13. **Entire Agreement.** This Agreement together with the schedules and attachments identified herein contain the entire agreement between Licensee and Deltek relating to the subject matter hereof and supersede all prior or contemporaneous oral or written communications, proposals and representations relating to the subject matter hereof.
14. **Modifications.** No modification or amendment to this Agreement will be binding unless in writing and signed by a duly authorized representative of each party.
15. **Waiver.** A failure or delay of either party to this Agreement to enforce at any time any of the provisions of this Agreement, to exercise any option which is herein provided or to require at any time performance of any of the provisions hereof shall in no way be construed to be a waiver of any provision of this Agreement.

Licensee's Initials _____ Date _____



DELTEK SYSTEMS, INC.
LICENSE AND SERVICES AGREEMENT
LICENSE TERMS AND CONDITIONS (REV. 02/07)

1. Definitions.

- (a) The term "Abnormal Use" means any use of the Software in disregard of (i) any known adverse consequences, (ii) warning messages, and (iii) other written instructions, including without limitation the failure to create appropriate backups.
- (b) The term "Affiliate" means any entity that is controlled by Licensee.
- (c) The term "Documentation" means the user and systems manuals for the Software, including all replacements, updates, additions and changes to such written materials from time to time made by Deltek and delivered to Licensee pursuant to this Agreement.
- (d) The term "Employee" means any full-time, part-time, or seasonal employee (including independent contractors) who are accounted for in the employee master file contained in the Software.
- (e) The term "License" is defined in Section 2(a).
- (f) The term "Named User" means anyone whom Licensee has authorized to use the Software by issuing a pass code.
- (g) The term "Simultaneous User" means anyone who is logged onto the Software at a particular time.
- (h) The term "Software" means (i) the Deltek software products listed in, and licensed to Licensee by Deltek pursuant to, this Agreement, (ii) any Third Party Software, and (iii) all modifications, improvements, replacements, enhancements, additions, corrections, upgrades, customizations and other changes to such software from time to time made by Deltek or its licensors and delivered to Licensee pursuant to this Agreement.
- (i) The term "Support Contractor" shall mean a third party with whom Licensee has a written agreement pursuant to which such third party has agreed to install, maintain and operate the Software for and on behalf of Licensee and to comply with the terms and conditions of this Agreement
- (j) The term "Third Party Software" means of the third party software, if any, listed in, and sublicensed to Licensee by Deltek pursuant to, this Agreement.

2. License.

- (a) Deltek hereby grants Licensee a non-exclusive, non-transferable license ("License") to use the Software, in a machine-readable form, together with the Documentation in accordance with the terms of this Agreement.
- (b) Licensee shall not (i) permit any third party, other than a Support Contractor (for whom Licensee has provided the notice required by Section 2(d)), Licensee's disaster recovery vendor or an Affiliate,

to use the Software or the Documentation, (ii) use the Software or the Documentation in the operation of a service bureau for any third party not an Affiliate, (iii) make copies of the Software or Documentation except as otherwise permitted hereby or as necessary to use the Software and Documentation in accordance with this Agreement, (iv) reverse engineer, disassemble or reverse compile the Software, (v) sell, let for hire, sublicense, distribute, give away or otherwise supply to a third party any of the Software or Documentation, (vi) use the Software or Documentation to create any computer software program or user documentation that is substantially similar to the Software or Documentation, (vii) permit the Software to be used for more Licensee employees than the applicable number of employees specified in this Agreement or (viii) permit more users to use the software than the applicable number of Named Users or Simultaneous Users specified in this Agreement.

- (c) Except as otherwise provided in Sections 2(d) and 3, Licensee shall install the server portion of the Software only at the location specified in this Agreement.
- (d) Prior to installing the Software on equipment to be operated by a Support Contractor, Licensee shall notify Deltek in writing of the name of the Support Contractor and the location where the Software will be installed and, upon request, provide Deltek a copy of the written agreement between Licensee and the Support Contractor.
- (e) Licensee shall be responsible for and indemnify Deltek for any damages resulting from any violation of the terms of this Agreement by any Support Contractor, disaster recovery vendor or Affiliate that Licensee permits to use the Software.
- (f) Licensee may modify the Documentation to the extent necessary to reflect more closely Licensee's operations. Deltek shall retain all rights in any such modified Documentation.
- (g) Except for BI Tools, Licensee may copy the Software on a mirrored or replicated server for the sole and exclusive purposes of optimizing the performance of the Software over a Local Area Network, Wide Area Network, or Metropolitan Area Network.

3. Relocation. In the event Licensee relocates its operations, Licensee may move the server portion of the Software from the location specified in this Agreement to the new location and may operate the Software concurrently at the old and new locations for a period not to exceed ninety (90) days without having to obtain an additional license, so long as Deltek is provided written notification of the move.

4. Disaster Recovery.

- (a) In the event that Licensee notified Deltek in writing that Licensee has a bona fide disaster recovery plan with respect to some or all of the computer software programs used in its operations, Licensee may make one copy of the Software and Documentation for archival purposes and use such copy on a server at a location other than the Licensee location(s) specified in this Agreement, such other location to be owned or controlled by Licensee or Licensee's disaster recovery vendor.
- (b) Such copy of the Software or Documentation shall be used only (i) for testing the plan's procedures and effectiveness or (ii) subsequent to the occurrence of an actual disaster during which Licensee cannot operate the Software on the server(s) at the Location(s) specified in this Agreement.
- (c) Any copies made of the Software or Documentation pursuant to this Section shall contain Deltek's proprietary and/or copyright notice(s).

5. Term and Termination.

- (a) The effective date of this License shall be the Effective Date and its term is perpetual, unless terminated as provided in this Agreement.
- (b) Licensee may terminate this License at any time by destroying all copies of the Software and Documentation. Deltek may terminate this License upon thirty (30) days' written notice to Licensee, if Licensee fails to comply with any of the material terms and conditions of this Agreement and if such failure to comply is not corrected within the said thirty (30) day period.



- (c) Upon termination of this License for any reason, Licensee shall cease, and shall return or destroy all copies of, the Software and Documentation. Within thirty (30) days after the termination of this License, a corporate officer of Licensee shall execute a statement certifying that Licensee has fully complied with the terms of this 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 therein.
- (d) Termination of this 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.
6. **Ownership.** Deltek and/or its licensors own all proprietary rights, including patent, copyright, trade secret, trademark and other proprietary rights, in and to the Software and Documentation. This section shall survive termination or expiration of this Agreement.
7. **Confidentiality.** The Software and Documentation are confidential and proprietary information of Deltek and/or its licensors. Licensee agrees to take adequate steps to protect Software from unauthorized use or disclosure. This section shall survive termination or expiration of this Agreement.
8. **Warranty.**
- (a) Deltek warrants that the Software will operate in substantial accordance with the applicable Documentation, as it exists at the date of delivery, for a period of ninety (90) days from the date of delivery ("Warranty Period"), when the Software is used in accordance with that Documentation. This warranty does not apply to errors or malfunctions caused by (i) malfunction of Licensee's equipment, (ii) software not licensed from Deltek, (iii) Abnormal Use or (iv) any other cause not directly attributable to Deltek.
- (b) If, during the Warranty Period, the Licensee believes that the Software is not substantially performing in accordance with the Documentation, Licensee will immediately notify Deltek in writing and describe with specificity any such non-performance and will provide a listing of output and such other data as may be required by Deltek to reproduce the operating conditions as existed when the non-performance occurred.
- (c) Deltek warrants that no portion of the Software shall contain at the time of delivery any "time bomb," "Trojan horse," "worm," "drop dead device," "virus" or other routine, device or undisclosed feature designed to (i) disable, damage, or erase the Software or data, or (ii) perform any other similar actions that would preclude full use of the Software by Licensee.
- (d) Deltek warrants that the Software, when used in accordance with that Documentation, shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations, provided that any other software not licensed from Deltek used in combination with the Software properly exchanges date data with it.
- (e) Licensee's exclusive remedy and Deltek's sole liability under this warranty will be for Deltek (i) to use reasonable efforts to correct such defects and supply Licensee with a corrected version of the Software as soon as reasonably practicable after Deltek has been notified of such defects or (ii) if correction or replacement is not reasonably achievable by Deltek, to refund the license fee paid upon return of the Software.
- (f) The warranties set forth herein are void if Licensee or any third party modifies or changes the Software in any way beyond the scope of the customization options contained in the Software. In order to receive and maintain this warranty, Licensee must (i) use the Software in accordance with the Documentation; (ii) use the Software on the hardware and with the operating system for which it was designed; and (iii) use only qualified personnel to operate the Software.
- (g) Deltek will not be required to maintain compatibility between the Deltek Software and any other software (except the Third Party Software), including, but not limited to, versions of Third Party Software other than those specified in this Agreement.
- (h) 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.
9. **Disclaimer of Warranties.** EXCEPT AS SET FORTH IN SECTION 8 ABOVE, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED TO THE EXTENT PERMITTED BY LAW. This section shall survive termination or expiration of this Agreement.
10. **Infringement.**
- (a) Deltek agrees to defend, indemnify and hold harmless Licensee from and against any action based on a claim alleging that the Software infringes a patent, copyright or trade secret of any third party, and Deltek shall indemnify Licensee against all costs, expenses and damages arising from any such action; provided, however, that (i) Licensee shall have given Deltek prompt written notice of such action, (ii) Licensee shall cooperate with Deltek in the defense and settlement thereof and (iii) Deltek shall have control of the defense of such action and any settlement or compromise thereof.
- (b) If a temporary or a final injunction is obtained against Licensee's use of the Software by reason of an infringement of a patent, copyright or trade secret, Deltek will, at its option and expense, either (i) procure for Licensee the right to continue using the Software; (ii) replace or modify the Software so that it no longer infringes such patent, copyright or trade secret, so long as the utility or performance of the Software is not adversely affected by such replacement or modification; or (iii) terminate this Agreement and all licenses granted hereunder and return the unused portion of the license fees paid (determined by depreciating the license fees paid on a straight-line basis over three years) by Licensee for the Software.
- (c) Deltek shall have no liability to Licensee for any infringement action or claim that is based upon or arises out of the modification of the Software by Licensee or any third party or the use of the Software or any portion thereof in combination with any other equipment or software in the event that, but for such modification or use, the claim or infringement would not lie.
- (d) THIS ARTICLE STATES DELTEK'S ENTIRE OBLIGATION TO LICENSEE WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.
11. **Export Regulations.** The Software, including technical data relating thereto, is subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Licensee agrees to comply strictly with all such regulations and acknowledges that it has the responsibility to obtain licenses to export, re-export or import the Software. This section shall survive termination or expiration of this Agreement.
12. **U.S. Government Rights.** If Licensee is acquiring the Software and the accompanying Documentation, on behalf of the U.S. Government, the Software and accompanying materials are deemed to be "commercial computer software" and "commercial computer software documentation" or "restricted computer software" as those terms are defined in the Federal Acquisition Regulation ("FAR"), and the Government shall have only those rights specified in this Agreement and, if applicable, the clause entitled "Commercial Computer Software - Restricted Rights (June 1987) at FAR 52.227-19. The Software is an unpublished work with all rights reserved under the copyrights laws of the United States. This section shall survive termination or expiration of this Agreement.
13. **Audit Rights.** Licensee will keep accurate records of the number of copies of the Software made and distributed, the number of end users of the Software and their location. Deltek may enter Licensee's premises during business hours on five (5) business days notice for the purpose of examining, or having examined (at Deltek's own expense), Licensee's relevant books, records and computers to verify Licensee's fulfillment of its obligations under this Agreement and any license

Licensee's Initials _____ Date _____

SCHEDULE B

SEE ATTACHED, if applicable



DELTEK SYSTEMS, INC.
LICENSE AND SERVICES AGREEMENT
QUARTERLY SUPPORT TERMS AND CONDITIONS (REV. 01/06)

1. **Quarterly Support.** During any period for which Licensee has paid the required quarterly support payment, Deltek shall provide Licensee:
 - (a) All upgrades, modifications, improvements, enhancements, extensions, and other changes to the Software which are generally made available to other customers of Deltek;
 - (b) Correction of all Defects in the Software as described herein;
 - (c) Telephone support as described herein;
 - (d) Updated Documentation for any upgrades, modifications, improvements, enhancements, extensions, and other changes to Software provided to Licensee under support.
 - (e) A subscription to Support Online, a global online service network which provides access to Knowledgebase, problem reporting, Corrections, tools and documentation;
 - (f) A subscription to Deltek Web newsletters containing technical tips and techniques; and
 - (g) Access to Support Community, a web-based community in which Support customers share information with each other and with Deltek experts via e-mail notification, news groups and regional user groups.

2. **Defect Correction.**
 - (a) When Licensee reports a suspected Defect in the Software to Deltek using the Deltek hotline or the Internet, Deltek shall attempt, based upon information provided by Licensee, to recreate the suspected Defect. If the Defect is confirmed, Deltek shall use commercially reasonable efforts to provide Licensee a Correction. For the purpose hereof a "Defect" is a material failure of the Software to operate substantially in accordance with the applicable user guides and reference manuals, and a "Correction" includes, without limitation, workarounds, support releases, update disks, correction disks, component replacements, patches and/or documentation changes, as Deltek deems appropriate.
 - (b) Deltek shall not be responsible for correcting Defects in any version of the Software other than the most recent release of the Software, provided that Deltek shall continue to support prior releases superseded by recent releases for a reasonable period sufficient to allow Licensee to implement the newest release.
 - (c) Licensee agrees to implement within a reasonable time all Corrections provided by Deltek hereunder.

3. **Telephone Support.**
 - (a) Deltek shall provide telephone support so as to allow Licensee's designated support contact to report problems and to seek assistance in the use of the Software during Deltek's standard telephone support hours of operations as established from time to time and listed on Deltek's website.
 - (b) Deltek shall return support calls within a commercially reasonable time, normally one (1) hour, after receipt of Licensee's call. During this call back, Deltek will either (i) resolve the problem or provide the requested assistance or (ii) provide Licensee with an estimate as to when such resolution or assistance will be available.

4. **Excluded Items.**
 - (a) As part of its support obligations, Deltek shall not be obligated to:
 - (1) Provide telephone assistance (beyond an initial telephone call) or consulting time relating to problems, errors or malfunctions caused by (i) malfunction 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) any use of the Software in disregard of any known adverse consequences, including without limitation the failure of user to make appropriate backups, warning messages, and other written instructions, or (iv) any other cause not attributable to Deltek;
 - (2) Provide extensive training that would normally be provided in formal training classes; or
 - (3) Perform consulting services that would normally be provided at Licensee's business location.
 - (b) If, after Deltek notifies Licensee that a problem, error or malfunction, for which Licensee has requested telephone or other support, is not covered by quarterly support, Licensee requests Deltek to provide telephone assistance or consulting services to correct the problem, error or malfunction, time relating to such assistance and services, and any other consulting services that Licensee may request, will be charged to Licensee at Deltek's standard hourly rates.

5. **Termination of Support.**
 - (a) Licensee agrees to subscribe to quarterly support but may terminate support (without terminating the License to the use of the Software) by providing Deltek with 30 days written notice prior to the commencement of the next scheduled quarter of support.
 - (b) Deltek may suspend providing support upon thirty (30) days' written notice to Licensee, if Licensee fails to pay the required quarterly support fee or any other amount owed under this Agreement and if such failure is not corrected within the said thirty (30) day period.

6. **Source Code Escrow.** Deltek has deposited the source code version of the Software in escrow at Iron Mountain Intellectual Property Management ("Iron Mountain"), 2100 Norcross Parkway, Suite 150, Norcross, Georgia 30071, pursuant to the terms of that certain Escrow Agreement between Deltek and Iron Mountain, dated August 13, 2004, to which Licensee may subscribe to become a beneficiary. Licensee should contact Iron Mountain directly at the address listed above or (770) 239-9200, in order to obtain a copy of the Escrow Agreement and information on Iron Mountain's services and fees and to subscribe to the escrow service.

SCHEDULE C

SEE ATTACHED, if applicable

WJ TECHNOLOGIES, INC. (“WiJiT”)
Consulting and Training Services Terms and Conditions

1. **Services.** In the event Licensee procures consulting & training services, WiJiT and its consulting staff (“WiJiT Consultants”) shall provide consulting and training services to assist Licensee in the installation, implementation and successful utilization of the Software in accordance with the terms of this Agreement. WiJiT makes no guarantees as to the total cost or completion date of any implementation. Licensee acknowledges that the ultimate responsibility for successful implementation rests with the Licensee and that WiJiT’s role is to assist Licensee in the endeavor.
2. **Conduct of Services.** All consulting services shall be performed by qualified personnel in accordance with good practices prevalent in the information technology industry. If Licensee determines that any WiJiT Consultant is not appropriate for the work based on such WiJiT Consultant’s skills or background and experience, WiJiT shall make a commercially reasonable effort to assign another qualified WiJiT Consultant.
3. **Project Management.** Licensee shall advise WiJiT of the individual that Licensee has appointed to authorize Work Orders, receive progress reports problems that may arise in connection with WiJiT’s consulting services (the “Project Manager”). The Project Manager and WiJiT Consultants shall develop appropriate administrative procedures for review of performance of work at Licensee’s site.
4. **Work on Licensee’s Premises.** WiJiT shall require its WiJiT Consultants at all times to observe security, safety and other policies of the Licensee while such WiJiT Consultants are on Licensee’s premises and to comply with the confidentiality requirements of WiJiT’s Terms and Conditions of Sale.
5. **Work Orders.** All work performed by WiJiT Consultants shall be documented in work orders provided by WiJiT and signed by Licensee’s Project Manager (“Work Orders”). Each Work Order shall establish, at a minimum, the number of WiJiT Consultants to be assigned, the starting date and duration of the services, the approximate number of hours, the applicable hourly rate or fee, and the general nature of the work to be performed. If Licensee wishes to document in greater detail the specific work to be performed, Licensee agrees to provide such written documentation for WiJiT’s review and approval.
6. **Termination of Work Orders.** Licensee may, at its sole option, terminate any Work Order, or any Portion thereof, upon five (5) working days’ advance written notice. Upon receipt of such notice, WiJiT shall advise Licensee of the extent to which work has been completed through such date. Licensee agrees to pay for all work performed and all commercially reasonable out-of-pocket expenses incurred through the date of termination. In the event Licensee terminates a Work Order without the five-day prior written notice, then Licensee shall pay a cancellation charge equal to 50% of the total value of the cancelled Work Order.
7. **Scheduling.** WiJiT will try to accommodate work schedule requests of Licensee to the extent commercially practicable. Deltek reserves the right to change such schedule for any Work Order if the assigned WiJiT Consultants are unable to perform scheduled services because of illness, resignation, weather, or other causes beyond WiJiT’s reasonable control. WiJiT will make

commercially reasonable efforts to replace any sick WiJiT Consultant within a reasonable time in order to minimize any adverse impact on the schedule.

8. **Rates.** Unless otherwise provided in this Agreement, Licensee shall pay WiJiT its then current standard hourly rates or fees for consulting and training services performed hereunder, which rates or fees shall be set forth in the applicable Work Order. Unless otherwise set forth in a Work Order, the minimum charge for on-site labor any single day is eight (8) hours. Billable amounts incurred in excess of eight (8) hours per day will be billed at the standard, straight-time hourly rate. Licensee agrees to reimburse and will be invoiced for all out-of-pocket travel expenses, which include airfare, ground transportation, lodging, incidentals, and an applicable per diem and local travel allowance in accordance with the Joint Travel Regulations for the location in which the services are performed. All estimated fees for consulting and/or training services set forth in this Agreement excludes an out-of-pocket travel expenses. Such expenses shall be in addition to any amounts estimated by WiJiT and shall not be included as part of any prepaid consulting amounts stated in this Agreement.
9. **Invoices.** WiJiT shall submit invoices to Licensee monthly for any consulting services furnished. Each such invoice will provide a breakdown and distribution of charges by name of the Consultant(s) who provided the services, the hours incurred and any expenses incurred for each monthly time period. WiJiT shall provide reasonable back-up documentation for all out-of-pocket expenses. Licensee may receive copies of Consultant's timesheets with each invoice upon request. Any additional details required by Licensee concerning the invoice or information to be provided with any billing will be stipulated by the Licensee prior to the commencement of the work. Licensee agrees to notify WiJiT within fifteen (15) days after receipt of any consulting invoice if there is a dispute as to the performance of services and/or payment of said invoice. WiJiT will undertake to work responsibly with Licensee to promptly resolve any such disputes. Within thirty (30) days after receipt of each invoice for consulting services, Licensee shall pay the undisputed portion of such invoice in full and notify WiJiT in writing as to the nature and substance of any dispute. Resolution of said dispute shall be in accordance with WiJiT's Terms and Conditions of Sale, which are incorporated herein by reference.
10. **Ownership of Developments.** The manufacturer, Deltek Systems, Inc.'s (Deltek) License Terms and Conditions, shall have full and exclusive rights and ownership in any software and documentation, or any other developments, developed hereunder, and in any and all related patent, trademarks, copyrights, trade secrets, confidential information and any other proprietary rights. Such developed software and documentation shall be considered "Software" and "Documentation" as defined in the Deltek License Terms and Conditions, which are incorporated herein by reference. Except for a license to the Software and Documentation as provided in Deltek's License Terms and Conditions, Licensee shall have no right, ownership or title in the Software or Documentation developed hereunder or in any related patents, trademarks, copyrights, trade secrets, confidential information or any other proprietary rights. This section shall survive termination or expiration of this Agreement.