

SaaS TERMS AND CONDITIONS

B1. Use of Services.

a. Acceptable Use Policy. Customer is responsible for use of the Services by those to whom Customer provides access. Smartsoftware reserves the right, at any time, to deactivate or suspend Customer's or any Authorized User's access if use of the Services is found or reasonably suspected, in Smartsoftware's judgment, to violate the use restrictions set forth below. Customer also agrees to comply with the Microsoft Azure Web Services™ Acceptable Use Policy available at <https://azure.microsoft.com/en-us/support/legal/services-terms-nov-2014/>

b. Use Restrictions. Customer agrees not to

- i. sell, lease, sublicense, assign or otherwise transfer its rights to access and use the Services,
- ii. copy, modify, publish, sell, export, distribute, transfer or perform, or prepare derivative works of, reverse engineer, decompile or otherwise attempt to extract the source code or source data from the Services except and only to the extent permitted or required by law,
- iii. disclose, display or grant access to any part of the Services to any person or entity who is not an Authorized User, including, without limitation, any consultant or customer of Customer,
- iv. collect any information from the Services through the use of "web bots", "scraping", "crawling", "spidering", or any other method not explicitly approved in writing by Smartsoftware,
- v. provide, post, or transmit any data that infringes or violates any Intellectual Property Rights or publicity/privacy rights, or that contains any viruses or programming routines that may damage, interrupt or appropriate the Subscription or Services,
- vi. use or make the Services available on a service bureau or time sharing basis,
- vii. use the Services or Documentation to create any service offering, computer software program, training materials or user documentation that is substantially similar to the Services or Documentation,
- viii. use or facilitate use of the Services in any way that is harassing, harmful, obscene, threatening, libellous, or otherwise tortious, or for illegal, abusive or unethical activities (including violations of law or privacy, hacking or computer viruses),
- ix. use the Services in any application or situation where failure of the Services could lead to death or serious bodily injury of any person, or to severe physical or environmental damage,
- x. attempt to disable or circumvent any security mechanisms used by the Services or otherwise attempt to gain unauthorized access to any portion or feature of the Services,
- xi. use any device, software or routine to interrupt or interfere with, or attempt to interrupt or interfere with, the proper operation and working of the Services or any transaction being conducted on the Services,
- xii. forge headers or otherwise manipulate identifiers in order to disguise Customer's or any Authorized User's identity, or the origin of any message or other communication that Customer or any Authorized User sends to Smartsoftware in connection with the Services,
- xiii. access or use the Services for purposes of monitoring the Services' availability, performance or functionality, or for any other benchmarking or competitive purposes,
- xiv. use the Services to process or store classified data. If Customer introduces classified data into the Services, Customer will be responsible for all sanitization costs incurred by Smartsoftware,
- xv. permit any Authorized User or other third party to do any of the foregoing.

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

B2. Term; Termination; Add-Ons and Expansions.

a. Term of Agreement. This Agreement is effective as of the Effective Date and will expire at the end of all Subscription Periods specified in an Order Form and upon completion of all Consulting Services, unless otherwise terminated as set forth below.

b. Termination. Either party may terminate this Agreement as a result of a material breach by the other party, if (i) the non-breaching party provides written notice to the other party of the breach, and (ii) such breach is not cured within fifteen (15) days of receipt of notice. However, Smartsoftware

may terminate this Agreement immediately upon written notification to Customer in the case of breach of the Use of Services Section. Upon termination by Smartsoftware for material breach by Customer, all unpaid fees are immediately due and payable. Upon termination by Customer for material breach by Smartsoftware, Customer shall be entitled to a refund of any prepaid, unused Subscription fees as of the date of termination.

c. Add-Ons and Expansions. Customer may add new or expand existing Subscriptions, which will be made coterminous with the anniversary date of the then-current Subscription Period and the fees will be prorated.

B5. Publicity.

Neither party will issue any public materials that refer to the other party, this Agreement, or the subscribed Services without the other party's prior written consent. However, Smartsoftware may identify Customer on its client list and may use Customer's name and logo as well as a mutually-agreed general description of the nature of the relationship on its website and in promotional materials, presentations, and proposals to current and prospective clients. Either party may identify the other party or disclose the existence of this Agreement to its attorneys, auditors and in connection with regulatory filings.

B6. Confidentiality.

a. Any information disclosed by one party ("Disclosing Party") to the other party ("Recipient") in connection with this Agreement that is marked confidential or that due to its character and nature a reasonable person under like circumstances would treat as confidential (the "Confidential Information") will be protected and held in confidence by the Recipient. Confidential Information will be used only for the purposes of this Agreement. Recipient shall disclose Confidential Information only to the Recipient's employees, contractors, or business partners which are bound by confidentiality obligations no less stringent than these prior to any disclosure on a "need to know" basis. Confidential Information does not include information that:

- i. is already known to the other party at the time of disclosure;
- ii. is or becomes publicly known through no wrongful act or failure of the Recipient;
- iii. is independently developed without benefit of the other party's Confidential Information; or
- iv. is received from a third party that is not under an obligation of confidentiality.

b. Recipient agrees to protect the Confidential Information at all times and in the same manner as it protects the confidentiality of its own proprietary and confidential material of similar kind, but in no event with less than a reasonable standard of care. A Recipient may disclose Confidential Information to the extent required by law, provided that the Recipient provides the 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 Recipient of its confidentiality obligations with respect to any other party.

c. Upon the request of Disclosing Party, the Recipient shall promptly destroy or return to the Disclosing Party all copies of the Confidential Information and any documents derived from it. This obligation to return or destroy materials or copies thereof does not extend to automatically generated computer back-up or archival copies generated in the ordinary course of Recipient's information systems procedures, provided that Recipient shall make no further use of Confidential Information contained in those copies. Except as to the confidentiality of trade secrets, these confidentiality restrictions and obligations will terminate two years after the expiration or termination of the Agreement. The Recipient may return any Confidential Information to the Disclosing Party at any time.

B7. Customer Data.

a. Customer owns all Customer Data and is solely responsible for the accuracy, integrity, quality, legality, reliability, appropriateness of and copyright permissions of any Customer Data and for adopting procedures to identify and correct errors and omissions in Customer Data. Smartsoftware has no obligation to review Customer Data for accuracy. Customer warrants to Smartsoftware that Customer Data has been collected, processed and provided to Smartsoftware in accordance with applicable laws on the protection of data subjects with regard to the processing of personal data and on the free movement of such data, including in particular any legislation implementing the EU Data

Protection Directive 95/46/EC and the Privacy and Electronic Communications Directive 2002/58/EC (as amended by Directive 2009/136/EC) in the applicable EU member state ("Data Protection Laws"), and also including laws or regulations that will apply to the transfer of Customer Data by Smartsoftware to any of its affiliates, employees, contractors and business partners located anywhere in the world. Customer consents to Smartsoftware's use of Customer Data, including consent for Smartsoftware to move Customer Data from one environment to another located anywhere in the world, as required to provide Services, Support and Consulting Services, and that Customer will comply with the Data Protection Laws. The terms "personal data" and "process" shall have the meanings given to them in the applicable Data Protection Laws.

Customer further acknowledges and warrants the following:

i. For the purposes of the Services and Consulting Services, Customer is the data controller;
ii. Customer will collect, use, transfer and otherwise process any personal data collected by or through the Services and Consulting Services in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments, including but not limited to the Data Protection Laws. In addition, Customer acknowledges and warrants that the use of the Services and Consulting Services is in compliance with any laws, enactments, regulations, collective labour agreements, orders, standards and other similar instruments that might be applicable to Customer and that Customer has obtained all necessary approvals, authorizations or other consents, and have performed any registrations, requirements, mandatory procedures, or similar obligations that may be applicable to Customer. In particular, Customer is responsible for providing appropriate information and obtaining any required consent from Authorized Users including notice and consent allowing Customer to own and control all Customer Data that is provided by Authorized Users; and
iii. Customer has provided such information and obtained such consent to any processing of personal data by and through the Services and Consulting Services in accordance with applicable Data Protection Laws.

b. Smartsoftware will handle Customer Data only in accordance with this Agreement. Smartsoftware may remove or modify Customer Data to comply with law or to bring the Customer Data in compliance with this Agreement. Each party will exercise reasonable and appropriate measures in the protection of Customer Data and in the prevention of any unauthorized person or entity from gaining access thereto in compliance with this Agreement and that party's reasonable privacy policy. Customer is responsible for verifying that all Authorized Users accessing any Customer Data are eligible to gain access to that Customer Data. Except as stated herein, Smartsoftware has no responsibility for unauthorized access to the Services. Each party will promptly notify the other if that party has actual knowledge of unauthorized access to and/or use of Customer Data or passwords and use reasonable efforts to take prompt remedial measures to rectify such unauthorized access. Customer is responsible for responding to all access requests, inquiries, or requests to correct Customer Data from Authorized Users or any other party. Customer is responsible for addressing any privacy breach and providing required notifications as required by law or regulation, provided, however, that Customer will not, without Smartsoftware's prior consent, make any public statement which directly or indirectly refers to Smartsoftware in connection with any privacy breach, access request or correction request. Customer shall obtain all permissions and consents necessary to provide any Customer Data to Smartsoftware in connection with the Services or Consulting Services.

c. Customer hereby agrees that Smartsoftware is reliant on Customer for direction as to the extent to which Smartsoftware is entitled to use and process the personal data through the Services or Consulting Services. Consequently, Smartsoftware, in its capacity as data processor, will not be liable for any claim brought by a data subject (including Authorized Users) arising from any action or omission by Smartsoftware, to the extent that such action or omission resulted directly from the data controller's instructions. As between Smartsoftware and Customer, Customer is solely responsible and liable for any and all Customer Data that Customer or any Authorized User stores, transmits, displays, or otherwise uses in connection with the Services or Consulting Services. Smartsoftware has no responsibility to Customer or to any third party in connection with such Customer Data and, as between Smartsoftware and Customer, Customer is solely responsible for any losses or damage

suffered by Smartsoftware in connection with Customer Data. Customer hereby represents and warrants that neither Customer nor any Authorized User will store or otherwise use any Customer Data in connection with the Services that: (i) violates this Agreement; (ii) is defamatory, obscene, abusive, invasive of privacy, illegal or otherwise objectionable; (iii) violates any third party's trade secrets, Intellectual Property Rights or other personal or proprietary right; (iv) invades or interferes with the rights of privacy or publicity of any person; or (v) contains a virus, malicious code or any other harmful component.

d. Smartsoftware reserves the right, at any time and without notice to Customer, to review, monitor, flag, filter, modify, refuse or remove any or all Customer Data from the Services which violate the terms of this Agreement, but Smartsoftware has no obligation to do so. Customer agrees to immediately remove or modify any Customer Data that violates this Agreement or any applicable laws, rules, or regulations, including pursuant to a removal or modification request from Smartsoftware; if Customer does not do so, Smartsoftware may take down, delete or modify such Customer Data. Smartsoftware assumes no liability or responsibility arising from Customer's or any Authorized User's activities in connection with the Services or Consulting Services, including, without limitation, any arising from Customer Data that Customer or any Authorized User stores or otherwise uses in connection with the Services or Consulting Services.

e. Smartsoftware respects the intellectual property and other proprietary rights of others and has a policy of removing content from the Services that infringes third party copyrights or other intellectual property rights and suspending the user ID of any user who uses the Services in violation of copyright law or other laws governing intellectual property rights, and where appropriate, blocking such user's access to the Services.

f. Without limiting Customer's ownership rights in Customer Data, Customer acknowledges and agrees that Smartsoftware shall have the right to utilize data capture, syndication and analysis tools and other similar tools to extract, compile, synthesize and analyse any non-personally and non-Customer identifiable data or information resulting from Customer's use of the Services ("Statistical Data"). Statistical Data may be collected by Smartsoftware for any lawful business purpose without a duty of accounting to Customer, provided that the Statistical Data is used only in an aggregated form without specifically identifying the source of the Statistical Data.

B8. Governing Law; Dispute Resolution.

a. Governing Law. This Agreement will be interpreted and construed in accordance with the laws of Western Australia, Australia, without regard to conflict of law principles.

B9. Limited Warranties.

a. Services. Smartsoftware warrants that the Services will substantially conform to the Documentation under normal use and circumstances in compliance with this Agreement. During the Subscription Period, at no additional cost to Customer and as Customer's sole and exclusive remedy for failure to meet this limited warranty, Smartsoftware will use reasonable efforts to provide a Correction to any material fault in the Smartsoftware software used to provide the Services ("Defect") in accordance with the Support guidelines, provided that Customer promptly notifies Smartsoftware in writing upon discovery of any such Defect and Smartsoftware's investigation discloses that such Defect exists. Customer shall provide a listing of output and other such data as may be required to reproduce the Defect. This limited warranty will be void if the Defect is caused by (i) the use or operation of the Services with an application or in an environment other than that described in the Documentation or recommended in writing by Smartsoftware, (ii) modifications to the Services that were not made by Smartsoftware, (iii) Misuse, or (iv) failure to implement Corrections or Updates. This warranty does not apply to Evaluation Services.

b. Consulting Services. Any Consulting Services warranty will be mutually agreed in an SOW depending on the Consulting Services provided. If the SOW does not contain a warranty, the Consulting Services therein are provided "AS IS". For any Consulting Services warranty, the sole and exclusive remedy will be the re-performance of the Consulting Services.

c. Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED IN THIS SECTION, SMARTSOFTWARE MAKES NO WARRANTIES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-

INFRINGEMENT, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. SMARTSOFTWARE DOES NOT WARRANT OR REPRESENT THAT THE SERVICES OR CONSULTING SERVICES WILL BE TIMELY, COMPLETE, RELIABLE, ADEQUATE, ACCURATE, USEFUL, SECURE OR ERROR-FREE. ALL MOBILE APPLICATIONS AND SOFTWARE DOWNLOADS ARE PROVIDED AS-IS WITH NO WARRANTY AND SMARTSOFTWARE ACCEPTS NO LIABILITY FOR ANY DAMAGES DIRECTLY OR INDIRECTLY CAUSED BY SUCH APPLICATIONS OR DOWNLOADS.

d. INFORMATION TRANSMITTED AND RECEIVED THROUGH THE INTERNET CANNOT BE EXPECTED TO REMAIN CONFIDENTIAL, AND SMARTSOFTWARE DOES NOT GUARANTEE THE PRIVACY, SECURITY, AUTHENTICITY AND NON-CORRUPTION OF ANY INFORMATION SO TRANSMITTED, OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET. SMARTSOFTWARE SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENCES WHATSOEVER OF CUSTOMER'S CONNECTION TO OR USE OF THE INTERNET, AND SMARTSOFTWARE SHALL NOT BE RESPONSIBLE FOR ANY USE BY CUSTOMER OR ITS AUTHORIZED USERS OF ANY INTERNET CONNECTION IN VIOLATION OF ANY RULE, LAW OR REGULATION.

B10. Limitation of Liability.

EXCEPT FOR CUSTOMER'S VIOLATION OF THE USE OF SERVICES TERMS, INFRINGEMENT OF DELTEK'S INTELLECTUAL PROPERTY RIGHTS, OR THIRD PARTY CLAIMS ARISING OUT OF CUSTOMER'S BREACH OF THE THIRD PARTY TERMS, (A) IN NO EVENT SHALL EITHER PARTY OR DELTEK'S LICENSORS BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, AND (B) THE TOTAL LIABILITY OF EITHER PARTY OR DELTEK'S LICENSORS ON ANY CLAIM ARISING OUT OF ANY SERVICES OR CONSULTING SERVICES SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID OR PAYABLE TO SMARTSOFTWARE UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACTION GIVING RISE TO THE LIABILITY. NOTWITHSTANDING THE FOREGOING OR ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL DELTEK OR ITS LICENSORS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS, DAMAGE OR INJURY TO PERSON OR PROPERTY ARISING OUT OF OR INCIDENT TO THE PERFORMANCE OF EVALUATION SERVICES UNDER THIS AGREEMENT. THIS SECTION APPLIES 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.

B11. Miscellaneous.

- a. Assignment. Customer may not assign any of its rights or obligations under or sublicense this Agreement without Smartsoftware's prior written consent. For purposes of this Section, an assignment shall include any assignment or transfer of this Agreement by merger, reorganization, consolidation, sale of assets, stock sale or purchase or by operation of law or otherwise.
- b. Compliance with Laws. Each party will be responsible for compliance with all legal requirements related to its use of the Services, including those related to the disclosure of data and anti-corruption laws.
- c. Entire Agreement. This Agreement, including any attachments identified as incorporated into this Agreement, is the entire agreement between Customer and Smartsoftware relating to the Services and Consulting Services provided hereunder and supersedes all prior or contemporaneous oral or written communications. Any purchase order or other instrument issued by Customer (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. Notwithstanding the foregoing, this Agreement does not terminate any license and services agreement between the parties, nor does it terminate any subscription agreement between the parties for any Smartsoftware product or service other than the Services ordered hereunder. After execution of this Agreement, only Customer's signature is required to agree to an unmodified Order

Form or other transaction document provided by Smartsoftware. Specified terms in an Order Form or SOW will prevail over conflicting terms in the remainder of the Agreement for that transaction or engagement.

d. Excusable Delays. In no event shall either party be liable to the other for any delay or failure to perform its obligations under this Agreement (other than payment obligations) due to causes beyond the reasonable control of that party, including acts of a government, severe weather conditions, equipment failures, power surges or failures, acts or omissions of communications carriers, or unavailability of telecommunication services.

e. Counterparts. This Agreement may be executed in several counterparts each of which when executed shall be deemed to be an original.

f. Independent Contractor. The parties are independent contractors and may not make commitments or representations on behalf of one another.

g. Non-solicitation of Employees. During the term of this Agreement and for one year after its termination, Customer shall not solicit for hire as an employee, consultant or otherwise any of Smartsoftware's personnel who have had direct involvement with the Services or Consulting Services or a proposal therefor, without Smartsoftware's express written consent.

h. Right to Enforce. Any person who is not a party to this Agreement shall have no right to enforce any term of this Agreement.

i. Notices. Except for notices sent to Customer as part of Smartsoftware's general customer base, notices to Customer shall be provided to Customer's notice address in the initial Order Form. Notices to Smartsoftware shall be sent via email to accounts@Smartsoftware.net.

j. Severability. If a court holds any provision(s) of this Agreement to be illegal or unenforceable, the remainder of this Agreement will remain valid and enforceable.

k. Survival. Provisions anywhere in the Agreement regarding payment, termination, proprietary rights, Intellectual Property Rights, warranties, limitations of liability, governing law, dispute resolution, confidentiality, severability, export control, and waivers will survive the expiration or termination of this Agreement.

l. Waiver. A waiver of any breach of this Agreement is not a waiver of any other breach of this Agreement. Any waiver must be in writing and signed by an authorized representative of the waiving party.

m. Language. All communications and notices pursuant to this Agreement, including Support, must be in the English language.

B12. Definitions.

Some of the following definitions may not be applicable, depending on Customer's Subscriptions.

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

b. "Affiliate" means any entity that is controlled by Customer or is under common control with Customer through at least a 51% ownership (or through board or directors' control if a not-for-profit entity).

c. "Authorized User" means an individual who is authorized in accordance with this Agreement by Customer to access and use the Services.

d. "Consulting Services" means any set-up, configuration or consulting services, including, without limitation, Customer-specific user interface modelling, data interfaces or training, or providing Customizations.

e. "Correction" means, without limitation, workarounds, support releases, component replacements, patches and/or documentation changes made available by Smartsoftware.

f. "Custom" or "Customization" means creation of instructions using a programming language that enhances, adds to, or modifies software functionality or behaviour. This includes, but is not limited to (i) any modification to the core source code of software or reports that are not configurable, or (ii) a change to or the development of (1) Interfaces, (2) Integrations, and (3) enhancements.

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

and derivative works of such data or information.

h. "Documentation" means the technical documentation applicable to the Services, including manuals, user guides and education materials on any medium.

i. "Effective Date" means the date upon which this Agreement or an Order Form, as applicable, becomes effective.

j. "Employee" means:

i. for Deltek Costpoint-related Services, any full-time, part-time, or seasonal employee who is accounted for in the employee master file contained in the Services;

ii. for Deltek Maconomy-related Services, any active full-time, part-time or temporary/seasonal employee required by Customer to record time in the Services, excluding independent contractors, subcontractors, and inactive or terminated employees. Customer is required to have a Subscription for every person that enters data in the Services. An Employee is an Authorized User; or

iii. for Deltek Vision-related Services, any active, or inactive full-time, part-time or seasonal employee who will be accounted for in the employee info center, including subcontractor employees and excluding terminated employees. An Employee is an Authorized User.

k. "Evaluation Services" means the Services as made available to Customer on a trial basis for a period of time and for the fees specified in the Order Form.

l. "Intellectual Property Rights" means all copyrights, moral rights, database rights, patents, patentable ideas, inventions, patent applications, patent registrations, patent renewals, trade secrets, derivative works, know-how, Marks, all rights in the nature of unfair competition rights, and rights to sue in passing off, goodwill, confidentiality or any other similar proprietary right arising or enforceable under applicable law.

m. "Interface" means any standard functionality for providing input and output to and from outside applications.

n. "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.

o. "ISV Supported Services" means Third Party Services which an independent software vendor partner ("ISV Partner") supplies that may integrate with the Smartsoftware Services, 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 Services to the Customer or subscriber.

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

q. "Misuse" means any use of the Services in disregard of any known or reasonably anticipated adverse consequences, warning messages, or other written instructions.

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

s. "Partner" means an entity with which Smartsoftware 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.

t. "SaaS Services" or "Services" means the Smartsoftware application or applications provided as a service by Smartsoftware that are ordered and purchased by Customer identified in the Order Form, including associated offline components but excluding any third party technology or applications and Consulting Services.

u. "SOW" means a statement of work, work order or any other document (except Customer purchase orders) authorizing Consulting Services.

v. "Subscription" means the right of a Customer and its Authorized Users to access the Services during the Subscription Period.

w. "Subscription Period" means the period during which Customer may use the Services, as specified in the Order Form. Unless otherwise specified in the applicable Order Form, the Subscription Period begins on the Effective Date of the Order Form.

x. "Support Contractor" means a third party with whom Customer has contracted to maintain or

operate the Services for and on behalf of Customer subject to the terms and conditions of this Agreement. Customer must provide written notice to Smartsoftware identifying any Support Contractor that is given access to the Services.

y. "Third Party Services" means any third party software made available as a service listed in an Order Form that is produced by a party other than Smartsoftware and is listed in an Order Form. Third Party Services are supported by Smartsoftware unless otherwise indicated on the Order Form.

z. "Third Party Terms" means terms issued by a third party that govern Customer's use of the Services. Smartsoftware may notify Customer of Third Party Terms by referencing them in this Agreement or future Order Forms or SOWs, or by providing other written notice from time to time. All Third Party Terms are incorporated into this Agreement by this reference.

aa. "Updates" means upgrades, modifications, improvements, enhancements, extensions, new releases, and other changes to the Services or Documentation that Smartsoftware makes available.

SECTION C – TERMS FOR ALL SaaS Services

C1. Services Rights.

Upon the Effective Date and subject to compliance with this Agreement and Customer's payment obligations, Smartsoftware grants to Customer and its Authorized Users a non-exclusive, non-transferable (except as provided in this Agreement), non-sublicenseable right to access and use the Services described in the Order Form for Customer's internal use (meaning for purposes which do not directly produce revenue for Customer) during the Subscription Period. Customer shall have no right to receive any object code or source code relating to the Services. Customer grants to Smartsoftware a non-exclusive, non-transferable right to access and use Customer Data as reasonably required to provide the Services to Customer and its Authorized Users. Customer may not copy or incorporate portions of the Documentation or "screen shots" of the Services except in training materials for Customer's internal use only, provided that the incorporated materials shall bear a notice of Smartsoftware's copyright.

C2. Authorized Users.

a. Authorized User IDs. Each Authorized User is issued a user ID and password which may not be shared or used by more than one person. However, a user ID and password may be reassigned from time to time to a new Authorized User replacing a former Authorized User. Customer will notify Smartsoftware when Customer no longer employs an Authorized User or if an Authorized User should otherwise be denied access to the Services.

b. Additional Authorized Users. Customer may add Authorized Users during a Subscription Period. The Subscription Period for any additional Authorized User Subscription shall end with the Customer's current Subscription Period for that Service and the Subscription fee shall be prorated accordingly. Customer agrees to notify Smartsoftware if the number of Authorized Users increases and to pay the additional Subscription fees as specified in the Order Form for those additional Authorized Users. Unless otherwise provided, the number of Authorized Users cannot be reduced during any Subscription Period.

c. Limited Number of Users. Customer may not use or permit use of the Services or Documentation for more than the Customer's current number of Authorized Users as specified in the applicable Order Form, as may be amended from time to time, and may not permit use of the Services by anyone other than Customer's Authorized Users who may be (i) employees of Customer, (ii) employees of an Affiliate, or (iii) Support Contractor personnel. Customer must provide written notice to Smartsoftware identifying any Support Contractor that is given access to the Services.

C3. Excessive Usage.

In the event that Customer's volume of use may degrade or otherwise interfere with the Services or other system performance, Smartsoftware will take appropriate measures, which may include immediate suspension or deactivation. Upgrades to the processing capacity may be available at Smartsoftware's option, but will be subject to an additional charge. Smartsoftware in its sole discretion may terminate Customer's Subscription if excessive usage is related to Evaluation Services. Smartsoftware may monitor the external interfaces (e.g., ports) of Customer Data to verify Customer's compliance with the terms of this Agreement and Customer shall not block or interfere with such monitoring. Customer will reasonably cooperate with Smartsoftware to identify the source

of any problem with the Services that Smartsoftware reasonably believes may be attributable to Customer Data or excessive use of the Services.

C4. Service Upgrades.

Smartsoftware regularly provides upgrades, modifications, improvements, enhancements, extensions, new releases, and other changes to the Services, including Updates, and therefore the Services are continually evolving. Some changes to the Services may occur automatically, while others may require Customer to schedule and implement the changes.

C5. Changes to Services.

Smartsoftware reserves the right to change or discontinue the Services or features or functionality thereof from time to time and in its sole discretion. Smartsoftware will use reasonable efforts to notify Customer of material changes that occur during a Subscription Period.

C6. Support.

Smartsoftware shall provide reasonable general technical support ("Support") as outlined in an Order Form to allow Customer to report problems and to seek assistance in the use of the Services during Smartsoftware's standard Support hours as established from time to time on Smartsoftware's website.

C7. Renewal of Orders.

Unless either party has given the other party written notice of non-renewal of Services at least thirty (30) days prior to the end of the applicable Subscription Period or renewal Subscription Period, each Subscription will renew for an additional Subscription Period of twelve (12) months at then-current Subscription fees. However, the parties may agree in writing to renew a Subscription for longer periods and/or at other mutually agreed upon rates. For U.S. Government Customers, Services will not automatically renew. If a U.S. Government Customer wishes to continue Services after a twelve-month Subscription Period, it shall pay the then-current Subscription fee for an additional twelve-month Subscription Period.

C8. Third Party Claims.

a. Smartsoftware will indemnify, defend and hold harmless Customer against any damages finally awarded or agreed to in a settlement resulting from a third party's claim ("Claim") that the Services violate that third party's copyright, patent or trademark, or misappropriate that third party's trade secrets in the applicable jurisdiction provided that Customer has used the Services strictly in accordance with the terms of this Agreement, and only if Customer notifies Smartsoftware promptly in writing of such Claim and gives Smartsoftware full control of and assistance with the defence of such Claim. Smartsoftware shall not be responsible for Customer's compromise or settlement of such a Claim without Smartsoftware's written consent. Customer may retain its own counsel at its own expense but such expense shall not be included in Smartsoftware's indemnity obligation.

b. If a Claim is made or appears possible, Smartsoftware may, at its option, secure for Customer the right to continue to use the Services, modify or replace the Services so that they are non-infringing, or, if neither of the foregoing options is available in Smartsoftware's judgment, terminate this Agreement and refund Customer any unamortized prepaid fees for use of the infringing Services. Smartsoftware shall have no liability or obligation with respect to any Claim if the infringement is caused by

- i. modifications made according to Customer's specifications,
- ii. modifications by any person not authorized in writing by Smartsoftware,
- iii. Customer's failure to comply with Smartsoftware's direction to cease any activity that in Smartsoftware's judgment may infringe a third party's Intellectual Property Rights,
- iv. third party technology or content, including third party technology that is used to provide the Services, or the combination, operation or use of the Services with other product(s) or service(s) not supplied by Smartsoftware.

To the extent that a Claim has been caused by any attributable act or omission by Customer or any unauthorized modification or use of the Services, Customer's indemnity claim shall be reduced by a comparative fault percentage that reflects its responsibility. SUBSECTIONS (A) AND (B) OF THIS SECTION STATE SMARTSOFTWARE'S ENTIRE OBLIGATION TO CUSTOMER WITH RESPECT TO ANY THIRD PARTY CLAIM.

c. Customer will indemnify, defend and hold harmless Smartsoftware, its affiliates and licensors, and each of their respective employees, officers, directors and representatives from and against any claims, damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim (including claims by Authorized Users) that

i. Customer Data or Customer's Misuse or unauthorized use of the Services, introduces a virus into the Services, harms any person, violates any law, or violates any third party's Intellectual Property Rights, privacy or other rights,

ii. Customer has breached any Third Party Terms, or

iii. Customer has violated the rights of the third party in posting, transmitting, storing, retaining or deleting Customer Data

only if Smartsoftware notifies Customer promptly in writing of such Claim and gives Customer full control of and assistance for the defence of such Claim. Customer may settle any claim as Customer deems appropriate, provided that Customer obtains Smartsoftware's prior written consent before entering into any settlement. Customer shall not be responsible for Smartsoftware's compromise or settlement of such a Claim without Customer's written consent.

C9. Return of Customer Data.

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

C10. Third Party Terms.

Customer's use of the Services is subject to, and Customer agrees to comply with

a. the Microsoft End User License Agreement in Section D,

b. the various terms available at <https://azure.microsoft.com/en-us/support/legal/services-terms-nov-2014/>, and

c. applicable terms in Section F

the terms of which are incorporated into this Agreement by reference. Third Party Terms may be updated at any time, and Customer's continued use of the Services after such updates constitutes acceptance of the updated Third Party Terms.

C12. Mobile Applications.

a. All Mobile Applications. Deltek may make certain applications available which can be used on mobile phones, tablets, and other portable devices (collectively "Mobile Applications"). The use of Mobile Applications either alone or in connection with the Services is governed by this Agreement. In addition, Customer 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). By using Mobile Applications, Customer explicitly confirms its acceptance of the terms associated with the application provided at download or installation, or as may be updated from time to time.

b. Additional Terms for iOS Mobile Applications. The Mobile Applications may be used on an iOS product that Customer owns or controls and as permitted by the Usage Rules set forth in the App Store Terms of Service. Customer agrees that this Agreement is between Customer 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 Customer related to the Mobile Applications, whether by contract, warranty or otherwise, and Customer will look only to Smartsoftware 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 Customer must address any claims directly with Deltek. Questions related to the Mobile Applications should be addressed to Smartsoftware 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, Customer may notify Apple and Apple will refund the purchase price paid by Customer 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 Customer as a third party beneficiary thereof. Customer represents and warrants that Customer 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 Customer is not listed on any U.S. Government list of prohibited or restricted parties.

SECTION D – MICROSOFT END USER LICENSE AGREEMENT FOR SaaS

D1. Definitions.

- a. "Client Software" means all software that allows a Device to access or utilize the services or functionality provided by the Server Software.
- b. "Device" means each of a computer, workstation, terminal, handheld PC, pager, telephone, personal digital assistant, "smart phone", server or other electronic device.
- c. "Products" means Microsoft software, which may include associated media, printed materials, and "online" or electronic documentation provided by Smartsoftware.
- d. "Server Software" means software that provides services or functionality on a computer acting as a server.
- e. "Redistribution Software" means the software described in Section D4 below.

D2. Ownership of Products.

- a. Smartsoftware does not own the Products, and the use thereof is subject to the rights and limitations in this Section D. Customer's right to use the Products is subject to the terms of this Agreement between Customer and Smartsoftware, and to Customer's understanding of, compliance with, and consent to the terms and conditions in this Section D, which Smartsoftware does not have authority to vary, alter or amend.
- b. The Products are licensed to Smartsoftware from an affiliate of the Microsoft Corporation (collectively "Microsoft"). All title and intellectual property rights in and to the Products (and the constituent elements thereof, including but not limited to any images, photographs, animations, video, audio, music, text and "applets" incorporated into the Products) are owned by Microsoft or its suppliers. The Products are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Customer's possession, access, or use of the Products does not transfer any ownership of the Products or any intellectual property rights to Customer.
- c. To the extent permitted by applicable law, any copy, modification, revision, correction, update, enhancement, adaptation, translation, or derivative work of or created from the Products shall be owned solely and exclusively by Microsoft or its suppliers, as applicable.
- d. Customer may not remove, modify, or obscure any copyright, trademark or other proprietary rights notices that are contained in or on the Products.

D3. Use of Client Software. Customer may use the Client Software installed on its Devices by Smartsoftware only in accordance with the instructions, and only in connection with the Services provided to Customer by Smartsoftware. The terms of this Section D permanently and irrevocably supersede the terms of any Microsoft End User License Agreement that may be presented in electronic form during Customer's use of the Client Software.

D4. Redistribution Software. In connection with the Services provided to Customer by Smartsoftware, Customer may have access to certain "sample", "redistributable" and/or software development "SDK" software code and tools (individually and not collectively "Redistribution Software"). CUSTOMER MAY NOT USE, MODIFY, COPY, AND/OR DISTRIBUTE ANY REDISTRIBUTION SOFTWARE UNLESS CUSTOMER EXPRESSLY AGREES TO AND COMPLIES WITH CERTAIN ADDITIONAL TERMS CONTAINED IN THE SERVICES PROVIDER USE RIGHTS ("SPUR") APPLICABLE TO DELTEK, WHICH TERMS MUST BE PROVIDED TO CUSTOMER BY DELTEK. Microsoft does not permit Customer to use any Redistribution Software

unless Customer expressly agrees to and complies with such additional terms, as provided to Customer by Smartsoftware.

D5. Copies. Customer may not make any copies of the Products; provided, however, that Customer may (a) make one copy of Client Software on Customer's Device as expressly authorized by Smartsoftware; and (b) Customer may make copies of certain Redistribution Software in accordance with Section D4. Customer must erase or destroy all such Client Software and/or Redistribution Software upon termination or cancellation of this Agreement, upon notice from Smartsoftware or upon transfer of Customer's Device to another person or entity, whichever occurs first. Customer may not copy any printed materials accompanying the Products.

D6. Limitations on Reverse Engineering, Decompilation and Disassembly. Customer may not reverse engineer, decompile, or disassemble the Products, except and only to the extent that applicable law, notwithstanding this limitation, expressly permits such activity.

D7. No Rental. Customer may not rent, lease, lend, pledge, or directly or indirectly transfer or distribute the Products to any third party, and may not permit any third party to have access to and/or use the functionality of the Products except for the sole purpose of accessing the functionality of the Products in the form of software services in accordance with the terms of this Section D and this Agreement.

D8. Termination. Without prejudice to any other rights, Smartsoftware may terminate Customer's rights to use the Products if Customer fails to comply with this Section D. In the event of termination or cancellation of this Agreement or Smartsoftware's agreement with Microsoft under which the Products are licensed, Customer must stop using and/or accessing the Products, and destroy all copies of the Products and all of their component parts.

D10. Product Support. Any support for the Products is provided to Customer by Smartsoftware and is not provided by Microsoft, its affiliates or subsidiaries.

D11. NOT FAULT TOLERANT. THE PRODUCTS MAY CONTAIN TECHNOLOGY THAT IS NOT FAULT TOLERANT AND THE PRODUCTS ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS IN WHICH THE FAILURE OF THE PRODUCTS COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL, PROPERTY OR ENVIRONMENTAL DAMAGE.

D12. Export Restrictions. The Products are subject to U.S. export jurisdiction. Customer must comply with all applicable laws including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments. For additional information, see <http://www.microsoft.com/exporting/>.

D13. Liability for Breach. In addition to any liability Customer may have to Smartsoftware, Customer agrees that it will be also be legally responsible directly to Microsoft for any breach of this Section D.

D14. Disclosure. Customer agrees that Smartsoftware may disclose Customer's information, including Confidential Information, to Microsoft as required for Smartsoftware to provide the Services or to monitor Customer's compliance with this Microsoft End User License Agreement. If applicable, Customer represents and warrants that it has and will comply with any applicable laws to provide notices to or obtain permissions from any individual(s) to allow sharing of their personal information with Smartsoftware and Microsoft for the purpose of the Agreement and related activities.