

**SOFTWARE, MAINTENANCE, SUBSCRIPTION AND PROFESSIONAL SERVICES
AGREEMENT**

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

GENERAL TERMS

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

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

GT1.2 “Agreement” means the Order Form with the General Terms and any Product-Specific Terms.

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

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

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

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

GT1.7 “Defect” means a failure to operate substantially in accordance with the Documentation.

GT1.8 “Dispute” means any dispute or claim arising out of or related to this Agreement.

GT1.9 “Documentation” means the user instructions, user guides, training guides, manuals, or educational materials for the Products provided by Deltek for Customer’s use.

GT1.10 “Effective Date” means the date of the last signature of an Order Form unless or otherwise defined in an Order Form.

GT1.11 “Export Controls” means all export control laws and regulations, such as the U.S. Export Administration Regulations and export control laws and regulations administered or enforced by the European Union, any European Union member country, or the UK Export Control Joint Unit, as well as those administered or enforced by the Australian Government.

GT1.12 “Marks” means registered or unregistered trademarks, service marks, trade names, logos, service names, or other proprietary markings.

GT1.13 “Misuse” means any use of the Products in disregard of any Documentation, other written instructions, warning messages, or known or reasonably anticipated adverse consequences.

GT1.14 “Order Form” means a document executed by Customer and accepted by the Deltek Partner to purchase Deltek Products and/or Professional Services, which will take precedence over any conflicting terms unless otherwise specified in this Agreement.

GT1.15 “Products” means collectively, Deltek’s Software and Subscription Services offered to Customers.

GT1.16 “Professional Services” means Deltek consulting services, as identified on an Order Form.

GT1.17 “Sanctioned Country” is a country or territory that is the target of comprehensive territorial or sectoral Sanctions, currently including Afghanistan, Belarus, Burundi, Central African Republic, Cuba, Democratic Republic of the Congo, Iran, Libya, Mali, Myanmar (Burma), North Korea, Somalia, Sudan, Syria, Ukraine (Crimea, Donetsk and Luhansk), Russia, Venezuela, Yemen, and Zimbabwe, subject to change. Clarifications may be requested from LegalCompliance@deltek.com.

GT1.18 “Sanctioned Person” means any person or entity on the U.S. Department of Commerce’s Denied Persons List, the U.S. Department of Treasury’s List of Specially Designated Nationals and Blocked Persons, or with which dealings are restricted under Trade Controls.

GT1.19 “Sanctions” means any sanctions administered or enforced by the U.S. Department of the Treasury’s Office of Foreign Asset Control or the U.S. State Department, the United Nations Security Council, the European Union, any European Union member country, His Majesty’s Treasury, or by the Australian Government.

GT1.20 “Sanctions Target” is a target of any Sanctions, including persons listed on a Sanctions list or located, organized or resident in a Sanctioned Country.

GT1.21 “Software” means the Deltek software products licensed to Customer by Deltek.

GT1.22 “Subscription Service” means the Deltek Learning Zone (DLZ).

GT1.23 “Subscription Period” means the period during which Customer may use the Subscription Services, as specified in the Order Form. The Subscription Period begins on the Effective Date of the Order Form.

GT1.24 “Term License” means a license to use Software for a fixed period of time identified in an Order Form; the fixed period of time is the “Term.”

GT1.25 “Trade Controls” means export control and sanction requirements including without limitation the U.S. Export Administration Regulations, economic sanctions administered by the U.S. Department of the Treasury and export control and economic sanction requirements of other jurisdictions as applicable to the parties.

GT2 Reserved

GT3 Confidentiality

GT3.1 Recipient agrees to protect and hold all Confidential Information in confidence and in the same manner as Recipient protects the confidentiality of its own proprietary and confidential materials of similar kind, but in no event with less than a reasonable standard of care. Recipient will only use Confidential Information for the purposes of this Agreement, related internal administrative purposes, and business discussions between the parties related to any Deltek Products. Recipient may only disclose Confidential Information to its affiliates, employees, contractors and business partners on a "need to know" basis, provided that they are bound by written confidentiality obligations no less stringent than those in this Agreement.

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

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

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

1. is already known to Recipient at the time of disclosure,
2. is or becomes publicly known through no wrongful act or failure of the Recipient,
3. is independently developed by Recipient without benefit of Discloser's Confidential Information,
or

4. is received from a third party which is not under and does not thereby breach an obligation of confidentiality.

GT4 Compliance with Law

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

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

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

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

GT5 Limitation of Liability

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

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

GT5.3 THE LIMITATIONS OF LIABILITY APPLY TO DAMAGES ARISING FROM ANY CAUSE OF ACTION WHATSOEVER, INCLUDING WITHOUT LIMITATION CONTRACT, WARRANTY, STRICT LIABILITY, TORT, OR NEGLIGENCE, EVEN IF SUCH LOSS OR DAMAGE WAS FORESEEABLE OR CONTEMPLATED BY THE PARTIES. NOTWITHSTANDING THE FOREGOING, WITH RESPECT TO EVALUATION SUBSCRIPTION SERVICES AND EVALUATION SOFTWARE PROVIDED TO CUSTOMER, DELTEK'S AND ITS LICENSORS' TOTAL LIABILITY ON ANY CLAIM OF ANY KIND FOR

ANY LOSS OR DAMAGE ARISING OUT OF, RESULTING FROM OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE EVALUATION SUBSCRIPTION SERVICES OR EVALUATION SOFTWARE DURING THE EVALUATION PERIOD SHALL NOT EXCEED FIVE HUNDRED DOLLARS (\$500.00).

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

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

GT6 Governing Law & Dispute Resolution

GT6.1 Governing Law

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

GT6.2 Dispute Resolution

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

GT7 Ownership

GT7.1 Products and Documentation.

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

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

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

GT7.4 Extensions. Deltek may provide tools with certain products to assist Customer in creating code to extend the functionality of the Software, including custom reports or independently developed code extensions ("Extensions"). Whether developed by Customer, Deltek, or a third party on behalf of Customer, Extensions may not function properly after the underlying Software is updated. Customer is responsible for testing Extensions following updates to the Software and

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

GT8. Deltek Indemnification for Infringement

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

- E. Deltek shall have no liability to Customer if the Claim is based upon or arises out of
- i. use of any third party products or services,
 - ii. modification of the Product or Documentation by Deltek based on Customer's specifications,
 - iii. Customer's violation of the terms of this Agreement, or
 - iv. third party content.
- F. THIS SECTION STATES CUSTOMER'S SOLE REMEDY AND DELTEK'S SOLE LIABILITY WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.

GT9 Termination

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

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

GT10 Miscellaneous

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

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

other party or disclose the existence of this Agreement to its attorneys, auditors and in connection with regulatory filings.

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

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

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

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

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

GT10.6 Reserved

GT10.7 Entire Agreement. This Agreement is the entire agreement between Customer and Deltek relating to the specific Products and/or Professional Services described in an Order Form and supersedes all prior or contemporaneous oral or written communications, proposals and representations relating to such. Notwithstanding the foregoing, this Agreement does not affect any prior or separate agreement between the parties for any other Products or Professional Services. Any purchase order, terms, or other document issued by the Customer will be for administrative purposes only and any such terms will not alter or supplement this Agreement. Except as explicitly set forth herein, this Agreement will not be modified by any other act, usage, custom, or course of dealing and any document seeking to modify this Agreement must be agreed to by both parties. Unless otherwise agreed in writing or as otherwise set forth herein, this

Agreement (1) does not terminate or change the Customer's rights or obligations of any prior Deltek agreement for Deltek Products of another type that have not been ordered under this Agreement, and (2) supersedes any "clickwrap" license incorporated in the Software.

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

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

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

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

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

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

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

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

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

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

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

SOFTWARE LICENSE TERMS

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

SL1.1 “Employee” means:

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

percent (110%) of the new number of Existing Employees. Customer will provide, upon request by Deltek, a verified statement of Customer's current Employee count.

- ii. "User Limit" means, as applicable, the maximum number of users, as identified by License type in the applicable Order Form, permitted to access and use the Software for Customer's internal business purposes.

SL1.2 "Instance" means a running copy of the Software.

SL1.3 "License Fees" means the fees paid for Software licenses. License Fees do not include maintenance (except Term License fees) or Professional Services fees.

SL1.4 "Licensed Location" means the physical location where the server-installed portion of the Software is or will be installed on equipment that Customer owns, leases, or otherwise controls.

SL1.5 "Named User" means anyone whom Customer has authorized to use the Software by issuing an access code.

SL1.6 "Web Portal Authorized User" means collectively, any employees, contractors or agents of Customer that require access to any of the following web portal applications solely for purposes of submission, verification of, and reporting on data submitted to and managed by Customer: Deltek PM Compass, Deltek wInsight products and Deltek Acumen Touchstone.

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

SL3 License

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SL7 Non-Production Instances

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

SL7.2 Disaster Recovery and Archival Instance. Customer may make back-up copies of the Software as necessary for use in disaster recovery and archival purposes, provided that the copies

are kept in a secure location and not used for production purposes. Additional Licenses for non-production Instances may be purchased by Customer subject to the terms of the Agreement.

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

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

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

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

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

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

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

SL10 Audit Rights. Customer will keep accurate records of the number and location of copies of the Software made and distributed, and the number, license types and locations of users of the Software. Deltek may enter Customer's premises during business hours on reasonable advance

notice and subject to Government security requirements for the purpose of examining, or having examined, Customer's relevant books, records, disaster recovery plan and computers to verify Customer's compliance with this Agreement. Deltek will be subject to reasonable rules and regulations regarding access to the Customer's facilities that are provided to Deltek in advance of the audit. Audits will be at Deltek's expense. Deltek may provide the audit results to its licensors when required by the licensors.

SL11 Reserved

SL12 Software Warranty

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

SL12.2 Warranty Exceptions and Exclusions. The express warranties set forth in this Limited Warranties Section do not apply to errors or malfunctions caused by (1) Customer's equipment, (2) software not licensed from or approved in writing by Deltek, (3) Misuse, (4) Customer's failure to use or implement Corrections or updates, (5) use of the Products in combination with

materials or hardware not provided, specified or approved in writing by Deltek, (6) improper installation by Customer, any third party personnel contracted to operate the Software on behalf of Customer or, or a third party not authorized in writing by Deltek, or (7) any other cause not directly attributable to Deltek. These limited warranties shall be void if Customer or any third party modifies or changes the Products in any way beyond the scope of the configuration options contained in the Products. Deltek will not be required to maintain compatibility between the Deltek Products and any other software (other than Deltek-supported third party software) except as otherwise agreed in writing.

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

SL12.4 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTIES SECTION AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER DELTEK NOR ITS LICENSORS MAKE ANY EXPRESS, IMPLIED OR STATUTORY WARRANTIES, TERMS, CONDITIONS, OR REPRESENTATIONS INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. DELTEK DOES NOT WARRANT OR REPRESENT THAT THE PRODUCTS WILL BE TIMELY, COMPLETE, RELIABLE, ADEQUATE, ACCURATE, USEFUL, SECURE OR ERROR-FREE. ALL MOBILE APPLICATIONS AND SOFTWARE DOWNLOADS ARE PROVIDED AS-IS WITH NO WARRANTY AND DELTEK ACCEPTS NO LIABILITY FOR ANY DAMAGES DIRECTLY OR INDIRECTLY CAUSED BY SUCH APPLICATIONS OR DOWNLOADS.

SL13 Reserved

SL14 Security. Customer is solely responsible for verifying that its Active and Named Users are properly authorized to access Customer systems in accordance with applicable law, regulatory requirements, and obligations under this Agreement. Deltek assumes no responsibility to verify nor will it contest Customer's representation that its Active or Named Users are properly authorized to access Customer systems; therefore, Deltek assumes no responsibility for access granted improperly by Customer to unauthorized parties. Each party will use reasonable efforts to take prompt remedial measures to rectify such unauthorized access to the extent within its control. Each party, upon the discovery of a credible security threat from a malicious actor that could threaten the security and integrity of the other party's network, may immediately

disconnect any remote connections to the other party's network until such time as the threat has been eradicated and recovery and restoration is at an acceptable level as determined by mutual agreement of the parties. Upon disconnection, the party will provide notice to the other party without undue delay. During the term of any disconnection, the parties shall maintain ongoing communications regarding the provisioning of the Software and/or Subscription Services.

SL15 Maintenance and Support

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

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

SL15.2 Defect Correction.

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

SL15.3 Support.

Customer's Order Form, support invoice, or online support profile will show which support offering Customer is subscribed. For all support offerings, Deltek will provide support assistance to allow Customer to report problems and seek assistance in the use of the Software during Deltek's standard support hours. Deltek may require direct system access in order to provide support. Customer acknowledges that if it declines to provide required access, Deltek may not be

able to resolve an issue. For additional information on Deltek’s support plans, please refer to www.deltek.com/en/support/customer-care or Deltek’s Customer Support Guide.

SL15.4 Excluded Items.

Deltek's maintenance and support obligations shall not include:

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

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

SL15.5 Maintenance Term and Termination.

Maintenance may be renewed for an additional period of twelve (12) months by executing a written order. The Maintenance Fee is based on Customer’s specific product mix at the time of purchase, as well as future Product add-ons (bundled maintenance), and is subject to annual price adjustments upon renewal. Customer cannot reduce or cancel maintenance on any portion of Product (unbundling maintenance). Notwithstanding the foregoing, at its discretion, Deltek may allow Customer to reduce the number of Customer’s licensed Software user or modules supported under its maintenance and support plan (“Downgrade” with the affected Software as

“Downgraded Software”). The Downgrade is effective beginning on the start of Customer’s next annual maintenance renewal. Following the effective date of the Downgrade, Customer acknowledges that further use of the Downgraded Software is unauthorized and would be in violation of Deltek’s rights. The post-Downgrade Maintenance Fee will become effective on Customer’s next maintenance renewal date. Downgrade of any Software shall not relieve Customer of its obligation to pay any amounts currently due Deltek and shall not entitle Customer to a refund of any amounts previously paid or due under this Agreement. On the effective date of the Downgrade, Deltek will send Customer a new LIC.SQL or DBF file or other codes (depending on the Software) reflecting the reduced number of users supported for Customer’s applicable Software. Once the new license key is installed, Customer will provide a screenshot of the License Information screen from within the Software. If evidence is not provided within 15 business days of the Downgrade effective date, the Downgrade may be cancelled.

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

SL16 Product-Specific Terms

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

DELTEK WINSIGHT ANALYTICS LICENSE TERMS

Deltek wInsight Analytics

A. Definitions

1. “Administrator” means an individual with the limited right to access the server to perform the following administrative functions: installation, running load processes, setting up users and security. Individuals who are Administrators are not counted as Basic Users.
2. “Base Package” is a set of pre-defined earned value metrics and analytics leveraging data contained in the Deltek wInsight Analytics database. The Base Package is required for Deltek wInsight Analytics.

3. “Basic User” means a user with the right to access content via browser, desktop, or mobile application. A Basic User may add new tabs and dashboard objects via the web or desktop interface.
4. “Deltek wInsight Analytics” is the latest release of the product formerly known as wInsight or Deltek wInsight. This release contains a new analytics module that leverages Third Party Software. The number of licensed users is governed by this Agreement and any applicable Order Form.
5. “Host Application” means any Deltek Software, Third Party Software, and ISV Software sold by Deltek for use with Deltek wInsight Analytics.

B. License Terms

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

DELTEK LEARNING ZONE (“DLZ”) ACCESS

The applicable General Terms and these DLZ terms shall govern the use of DLZ. These DLZ terms shall control in the event of a conflict. DLZ shall be considered a Subscription Service, as defined below, and subject to the Customer restrictions and obligations described below. DLZ is offered on an “as is” and “as available” basis without any warranty. For purposes of these DLZ Product-Specific terms, the definition for “Product” shall include “Subscription” or “Subscription Services” as defined below.

A. Definitions:

1. **"Authorized User"** means an individual who is authorized by Customer to access and use the Subscription Service, who must be (i) Employees of Customer, (ii) Employees of an Affiliate, or (iii) third party personnel contracted to operate the Subscription Service on behalf of Customer. Customer is responsible for verifying that its Authorized Users are properly authorized in accordance with applicable law, regulatory requirements, and obligations under this Agreement.
2. **"Content"** means the audio, videos, text, graphics, data, and other information and Content that Deltek makes available to Customer through the Subscription Service.
3. **"Employee"** shall mean any full-time, part-time, or seasonal employee (including independent contractors) who is paid directly by Customer.
4. **"Subscription" or "Subscription Service"** shall mean the right of a Customer and its Authorized Users to access subscribed to content made available during the Subscription Period.
5. **"Subscription Period"** means for purposes of DLZ, the period during which Customer may use the Subscription Service, 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.

B. Authorized Users

1. An Authorized User may, if legally permitted, disclose the Content to other employees of Customer, provided that such Authorized User:
 - i. reproduces all proprietary notices relating to the Content,
 - ii. identifies Deltek or its licensors as the owner of the Content and all intellectual property rights therein, and
 - iii. advises such other employees that use of the Content is subject to the terms and conditions of this Agreement.
2. Except as otherwise permitted under this subsection, Customer will not disclose the Content to any person or entity, other than an Authorized User. Customer is solely responsible for maintaining the confidentiality of its user names and passwords for any access to the Content.

C. Use of Subscription Service

1. **Policy on Acceptable Use.** Customer is responsible for use of the Subscription Service by those to whom Customer provides access. Deltek reserves the right to deactivate or

suspend Customer's or any Authorized User's access in accordance with the Contract Disputes Act if use of the Subscription Service is found or reasonably suspected, in Deltek's judgment, to violate these use restrictions.

2. **Use Restrictions.** Customer agrees not to:
 - i. sell, lease, sublicense, assign or otherwise transfer its rights to access and use the Subscription Service,
 - 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 Subscription Service except and only to the extent permitted or required by law,
 - iii. disclose or display the Content, falsify or misrepresent any personal or business information regarding an individual's identity or intentions, or grant access to any part of the Subscription Service to any person or entity who is not an Authorized User, including, without limitation, any consultant or customer of Customer, other than with written permission from Deltek,
 - iv. access or collect any information from the Subscription Service through the use of "web bots," "scraping," "crawling," "spidering," or any other method not explicitly approved in writing by Deltek,
 - 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 Service,
 - vi. use or make the Subscription Service available on a service bureau or time sharing basis,
 - vii. use the Subscription Service, Content, or Documentation to create any service offering, computer software program, training materials or user documentation that is similar to the Subscription Service or Documentation,
 - viii. use or facilitate use of the Subscription Service in any way that is harassing, harmful, obscene, threatening, libelous, or otherwise tortious, or for illegal, abusive or unethical activities (including violations of law or privacy, hacking or computer viruses), or
 - ix. permit any Authorized User or other third party to do any of the foregoing.

D. Authorized Users and Usage

1. **Authorized User IDs.** Each Authorized User is issued a user ID and password which may not be shared or used by more than one person. However, a user ID and password may be reassigned from time to time to a new Authorized User replacing a former Authorized User. Customer is responsible for all access through Customer user IDs. Authorized Users are limited to the number specified in the applicable Order Form. Customer may not use or permit use of the Subscription Service or Documentation by anyone other than Customer's Authorized Users.
2. Customer will not permit access to any user who is listed by any government or law enforcement agency as a party with whom doing business has been restricted or prohibited for any reason, including without limitation, companies on the U.S.

embargoed list, the U.S. Denied Persons List, FBI most wanted and Interpol most wanted.

3. **Additional Authorized Users.** Customer may add Authorized Users during a Subscription Period. The Subscription Period for any additional Authorized User shall end with the Customer's current Subscription Period for that Subscription Service and the Subscription Fee shall be prorated accordingly. Except where the Subscription Fee is a flat fee or the Order Form indicates otherwise, Customer agrees to notify Deltek if the number of Authorized Users increases and to pay the additional Subscription Fees as specified in the Order Form for those additional Authorized Users. The number of Authorized Users cannot be reduced during any Subscription Period.
- E. **Format.** Except as described in the DLZ Content License section below, Deltek has no obligation to make the Content available to Customer in any particular format or to otherwise modify the Software to allow Customer to download the Content. Deltek shall, in its sole discretion, determine the format in which Content will be made available to Customer.
- F. **Renewal of Orders.** Each Subscription may be renewed for an additional period of twelve (12) months at then-current Subscription fees by executing a written order for the renewal Subscription.

DELTEK LEARNING ZONE (“DLZ”) CONTENT LICENSE.

The DLZ Content License is an add-on product to DLZ and is subject to the DLZ terms described above except as modified below.

- A. **“Licensed Content”** for purposes of this DLZ Content License, “Licensed Content” shall mean the Deltek developed and owned audio, videos, text, graphics, data, and other information that Deltek makes available to Customer through the DLZ Subscription Service excluding third party content.
- B. **License Grant.** Provided Customer has purchased a DLZ Subscription Service, Deltek grants to Customer a nonexclusive, nontransferable license to use the DLZ Licensed Content as described during the Subscription Period. No other right or license is granted by Deltek to Customer. This License Grant does not give Customer any rights, title, or interest in any of the Licensed Content other than as provided under this Agreement.
- C. **Delivery.** Deltek will provide the Licensed Content to Customer through Deltek Software Manager.
- D. **Permitted Use.** Customer may upload the Licensed Content into Customer's Learning Management System (LMS) or similar application solely for Customer's internal use during the Subscription Period.
- E. **Termination.** Upon expiration or termination of Customer's DLZ Content License, Customer shall immediately cease using and uninstall the Licensed Content. Within five business days following the termination or expiration of the DLZ Content License a corporate officer of Customer shall execute a statement certifying that Customer has fully complied with the terms of this Termination section and acknowledging that all rights to use the Licensed Content have been terminated and that any further use of the Licensed Content is unauthorized and would be in violation of Deltek's rights.

DELTEK ACUMEN LICENSE TERMS

Deltek Acumen Products

- A. **License Types:** Use of the Software is solely for Customer's internal business purposes.
1. **"Concurrent Pool User"** means the maximum number of users (x) out of the total License pool (y) who may be logged on to the Software at the same time. For example, an x:y License of 5:10 allows 5 users to be logged on to the Software at the same time out of a total License pool of 10 users.
 2. **"Employee"** means Customer's employees and contractors who use a common domain.
 - i. **"Employee"** means Customer may use the Software without being subject to User Limits and such use may be by all of Customer's Employees subject only to the limitations in growth in Customer's Employee count as set forth herein. An Employee License will cover the number/level of Employees in place at the Effective Date ("Existing Employees") as listed and verified by Customer on the Order Form. If the number of Customer's Employees increases to an amount in excess of one-hundred ten percent (110%) of the number of Existing Employees, Customer acknowledges that the Employee License shall be subject to expansion at Deltek's then current prices. Once such expansion is documented, the then-current number of Customer's Employees will become the new number of Existing Employees, and a subsequent expansion will be required in the event of any subsequent increase in Employees to an amount in excess of one-hundred ten percent (110%) of the new number of Existing Employees. Customer will provide, upon request by Deltek, a verified statement of Customer's current Employee count.
 - ii. **"User Limit"** means, as applicable, the maximum number of users, as identified by License type in the applicable Order Form, permitted to access and use the Software for Customer's internal business purposes.
 3. **"Named User"** means anyone whom Customer has authorized to use the Software by issuing an access code. For "Named User" Licenses, Customer must have an appropriate number of Licenses for all users who access the Software. Each Named User must have a unique username and password, and user login information may not be shared, transferred, or disclosed or be used by any other party except that Customer may internally transfer a "Named User" License once per quarter during each Maintenance and Support Period.
 4. **"Server Named User"** means anyone whom Customer has authorized to access the Software solely through Customer's server by issuing an access code. For "Server Named User" Licenses, Customer must have an appropriate number of Licenses for all users who access the Software through Customer's server. Each Server Named User must have a unique username and password, and user login information may not be shared, transferred, or disclosed or be used by any other party except that Customer may internally transfer a "Server Named User" License once per quarter during each Maintenance and Support Period. In no event may Customer issue a Server Named User License in violation of Trade Controls and Deltek's Export Regulations.

PROFESSIONAL SERVICES TERMS (PS)

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

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

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

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

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

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

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

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

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

Committee Meeting Agenda Template and Baseline Project Plan with respect to Deltek Software products.

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

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

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

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

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

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

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

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

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

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

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

inaccuracies, Customer shall be responsible for any additional time expended by Deltek's Consultants to resolve the identified errors or issues.

PS7. Scheduling and Changes.

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

PS7.2 Cancellation or Rescheduling of SOWs. Customer may cancel or reschedule all or part of any SOW or Order Form for Professional Services upon ten (10) business days advance written notice (" Notice Period"). Upon cancellation of an SOW or Order Form for Professional Services in progress, Customer will pay all fees and expenses for work performed through the effective cancellation date (partially completed fixed fee engagements will be prorated). An SOW or Order Form for Professional Services may be rescheduled at no cost, other than any reasonable costs directly related to rescheduling.

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

PS9. Equipment

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

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

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

PS11 Professional Services Warranty

PS11.1 Warranty. During the provision of the Professional Services, Professional Services will be performed in a professional and workmanlike manner, and in accordance with applicable industry standards and practices and will substantially meet the mutually agreed upon specifications set forth in the SOW. The sole and exclusive remedy under this warranty is the re-performance of the Professional Services that fail to comply with this warranty. This express warranty expires 30 days after the performance of the services or 30 days after the Professional Services End Date if stated in an applicable SOW or Work Order, whichever comes first. This warranty is limited to the Professional Services provided to Customer by Deltek and does not include or imply any warranty for any Software provided to or used by Customer.

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

PS11.3 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTIES SECTION AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER DELTEK

NOR ITS LICENSORS MAKE ANY EXPRESS, IMPLIED OR STATUTORY WARRANTIES, TERMS, CONDITIONS, OR REPRESENTATIONS INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. DELTEK DOES NOT WARRANT OR REPRESENT THAT THE PROFESSIONAL SERVICES WILL BE TIMELY, COMPLETE, RELIABLE, ADEQUATE, ACCURATE, USEFUL, SECURE OR ERROR-FREE.

PS12. Reserved

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

EXHIBIT A

General Privacy Terms

Deltek General Privacy Terms

These Deltek General Privacy Terms (“**Privacy Terms**”) are incorporated and form a part of the agreement entered into between the Customer and Deltek as well as any other applicable and associated written or electronic agreements such as terms of service and terms of use for the purchase of software and services (“**Agreement**”). The global network of Deltek entities shall, for purposes of the Privacy Terms, be collectively known as “**Deltek**.” Nothing in these Privacy Terms shall be construed to obligate a Customer to comply with any specific Privacy Law. Customers remain responsible for (1) determining what Privacy Laws apply to them and (2) which Privacy Laws may control in the event of an inconsistency or conflict between these Privacy Laws.

1. Purpose and Scope. In order to provide Customer with the Products and/or Services outlined in the Agreement, it is necessary for Deltek to interact with Customer Data, including Personal Data. The purpose of the Privacy Terms is to ensure compliance with applicable data protection laws related to Personal Data and any processing, maintaining, handling, storing, accessing, or other operation/set of operations performed by Deltek on such Personal Data in order to deliver the Product(s) and/or perform the Service(s) as per the terms of the Agreement. Based on the nature of the data provided by Customer, scope of Deltek’s Processing activities, and governing jurisdiction(s), the extent of the obligations owed to and the rights exercisable by the Customer may vary. **Customer is responsible for identifying and disclosing those applicable jurisdictions from which Personal Data may be transferred by indicating the appropriate Exhibit on the Order Form to be included with these generally applicable Privacy Terms.**

2. Definitions.
 - 2.1. “**Confidential Information**” shall have the same meaning as set forth in the underlying Agreement.
 - 2.2. “**Controller**” may be used in the Exhibits as a reference to the applicable Privacy Law definitions and means the Customer.
 - 2.3. “**Personal Data**” means information provided to Deltek by or at the direction of Customer, or to which access was provided to Deltek by or at the direction of Customer, in the course of Deltek’s performance under the Agreement that relates to an identified or reasonably identifiable natural person. For the purpose of the Privacy Terms, Personal Data shall encompass similar terms, which vary based on jurisdiction but govern similar concepts, such as “Personally Identifiable Information” and “Personal Information.” Unless required by applicable law, Customer’s business contact information is not, by

itself, entitled to the full scope of Data Subject rights as an individual's Personal Data; Deltek has a legitimate interest in maintaining contact with the Customer for the purpose of performing the services outlined in the Agreement. Business contact information will still be subject to appropriate safeguards.

- 2.4. **"Personal Data Breach"** means the breach of security measures that leads to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure or misuse of, access to, Personal Data Processed by Deltek. Based on jurisdiction, the presence of a Personal Data Breach may take into account the potential risk of harm to the rights of individuals based on the nature of Personal Data and the context in which it is Processed.
 - 2.5. **"Privacy Laws"** means legislation, statutory instruments and any other enforceable laws, codes, regulations, or guidelines regulating the collection, use, disclosure and/or free movement of Personal Data that applies to any of the parties, to the Privacy Terms, or to this Agreement, including, in particular: (i) the California Consumer Privacy Act and its implementing regulations, as well as the California Privacy Rights Act, as may be amended from time to time (collectively referred to as **"CCPA"**); (ii) Canada's Personal Information Protection and Electronic Documents Act, as may be amended from time to time, and similar provincial implementations, (**"PIPEDA"**) and any applicable and substantially similar provincial legislation; (iii) the European Union's (**"EU"**) General Data Protection Regulation (EU) 2016/679 and any Member State implementing legislation (**"GDPR"**); (iv) the Privacy and Electronic Communications Directive 2002/58/EC (as amended by Directive 2009/136/E) in the applicable EU Member State; (v) the Asia-Pacific (**"APAC"**) intraregional frameworks, in particular the Asia-Pacific Economic Cooperation Cross Border Privacy Rules; and (vi) substantially similar privacy, data protection, or security laws applicable to the parties.
 - 2.6. **"Process," "Processed,"** or **"Processing"** means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
 - 2.7. **"Processor"** may be used in the Exhibits in a manner that references the applicable Privacy Law definitions, but should be read to mean Deltek throughout.
 - 2.8. **"Product," "Products," "Service,"** and **"Services"** shall have the same meaning as used in the underlying Agreement.
3. Customer Obligations.
- 3.1. Deltek undertakes Processing in accordance with the agreed upon terms of the Agreement as well as the Customer's instructions. Therefore, it is incumbent upon Customer to ensure that proper procedures and processes, such as ensuring the lawfulness and fairness of Personal Data collection and issuing notice to individuals, are complied with prior to the transmittal to and Processing of Personal Data by Deltek. Personal Data should be collected, transferred, and disclosed only in a manner that

protects individuals' privacy while permitting Customer and Deltek to efficiently execute the terms of the Agreement. Customer is responsible for providing appropriate information and obtaining any required consent from its users of the Products in accordance with applicable Privacy Laws prior to any Processing of Personal Data by and through the Products. If Customer fails to comply with local requirements, Customer must immediately notify Deltek.

- 3.2. Within the scope of Privacy Laws, individuals may have certain rights that they may exercise based on jurisdiction in relation to their Personal Data. These rights may include: the right to access, correct, update, disclose, delete, and port that individual's Personal Data to withdraw their consent to Processing, opt-out of communications, restrict Processing of Personal Data, or make claims/complaints in relation to the exercise of such rights. As the responsible entity, Customer must respond to individuals' requests to exercise their rights under Privacy Laws ("**Data Subject Request**"). Deltek will provide reasonable assistance to the Customer (at Customer's request) should the Customer be unable to fulfil the request themselves in responding to individuals' requests to exercise their rights, in accordance with applicable Privacy Laws. See Section 5 below.
- 3.3. In the event Customer is subject to additional industry or data specific legal or regulatory restrictions, based on its area of business, jurisdiction in which Customer is based or has Authorized Users, and/or categories of data it collects and maintains, including Personal Data beyond those covered in the applicable Exhibits, such as data localization or record specific retention requirements, Customer is responsible for notifying Deltek of any and all such restrictions that may impact Deltek's Processing activities and the parties' compliance obligations. Deltek cannot be responsible for complying with all relevant restrictions applicable to Customer's business about which it is not reasonably aware.

4. Deltek Obligations.

- 4.1. Deltek ensures reasonable and appropriate technical, administrative, and organizational security measures are in place to provide Customer with a level of security proportionate to the risk of unauthorized access to or disclosure, copying, or distribution of Personal Data. Access may only be granted to authorized Deltek personnel to the extent needed to perform their duties and satisfy Deltek's obligations under the Agreement and in accordance with Customer's lawful written instructions. Such access typically occurs at the behest and with the consent of the Customer. Authorized Deltek personnel are subject to confidentiality obligations no less stringent than those set forth herein. For an accounting of Deltek's technical and organizational controls, Customer may request a copy of Deltek's Service Organization Controls (SOC) Report(s) through its account administrator. Please email Privacy@deltek.com with any inquiries related to Deltek's data handling practices.
- 4.2. Pursuant to these terms or the obligations set forth in the applicable Exhibit(s), Deltek may transfer or disclose Personal Data to affiliates located around the world in order to fulfil the terms of the Agreement, including, for example, fulfilling Customer support requests.

- 4.2.1. In the event Deltek's Processing activities involve transferring Personal Data from a country in the European Economic Area and/or Switzerland to the United States or another country located outside those originating countries, Customer hereby acknowledges the application of the Standard Contractual Clauses set out in the European Commission Implementing Decision (EU) 2021/914 of 4 June 2021 for the transfer of personal data to third countries pursuant to the GDPR ("GDPR SCCs"), as may be amended from time to time by the European Commission, set forth in Exhibit 2 – Schedule 1.
- 4.2.2. In the event and to the extent that Deltek's Processing activities involve transferring Personal Data from the United Kingdom to the United States or another country, Customer hereby acknowledges that, until such time as the United Kingdom approves and implements an alternative cross border data transfer mechanism, the Standard Contractual Clauses set out in European Commission Decision (EU) 2010/87 of 5 February 2010 for the transfer of personal data to processors established in third countries ("UK SCCs") shall govern such limited transfers, as referenced in Exhibit 2.
- 4.3. If Deltek receives a governmental or supervisory authority request to disclose Personal Data subject to a legally enforceable order, Deltek must first (to the extent permitted by applicable law) inform Customer of the legal or regulatory requirement and give Customer, at Customer's cost and expense, an opportunity to directly and promptly object to or challenge the requirement.
 - 4.3.1. In the event Deltek is not legally permitted to notify Customer, Deltek will, unless prohibited from doing so under applicable law, notify Customer's applicable supervisory authority, if appropriate, to determine how Deltek may comply with the disclosure request.
 - 4.3.2. In any event, Deltek will seek to minimize the scope of information disclosed in response to a legally enforceable disclosure request to that which is absolutely necessary to meet the disclosure obligation under applicable law.
- 4.4. In addition to providing the Services in accordance with the Agreement, Deltek may, under select circumstances, use aggregate, performance-related data for the primary purpose of testing, trouble-shooting, or development purposes provided that Deltek personnel remain bound by the same confidentiality obligations described in these Privacy Terms and any applicable Exhibits.
- 4.5. In the event that Deltek becomes aware of a Personal Data Breach that affects the Processing of Customer's Personal Data, it shall notify Customer without undue delay, but in no event later than seventy-two (72) hours after discovery, or in accordance with applicable Privacy Laws that impose a more stringent standard.
 - 4.5.1. Deltek shall provide necessary assistance and reasonably cooperate with Customer to identify, contain, and respond to Personal Data Breaches to the extent practicable under the circumstances.
 - 4.5.2. To the extent required by Privacy Laws, the parties shall ensure that the details of the Personal Data Breach and any subsequent notifications or reports related thereto remain Confidential Information.

- 4.6. In accordance with and to the extent required by applicable Privacy Laws, Deltek shall make available to Customer information necessary to demonstrate compliance with the obligations under these Privacy Terms and allow for and contribute to audits, including inspections, conducted by Customer or another auditor mandated by Customer upon Customer's reasonable written request. Unless required by applicable Privacy Laws, the parties agree that any audits will be conducted no more than once in any twelve (12) month period.
5. Data Subject or Consumer Request.
- 5.1. As noted in Section 3.2, certain individuals, defined as Data Subjects under the GDPR or as Consumers under CCPA, may have available to them certain rights exercisable based on circumstances and jurisdiction. Deltek shall, to the extent legally permitted, promptly notify Customer if Deltek receives a Data Subject Request.
- 5.2. Taking into account the nature of the Processing, Deltek shall assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to a Data Subject Request to the extent required by Privacy Laws. In addition, in the event Customer does not have the ability to address a Data Subject Request, Deltek shall, upon Customer's request, provide Customer with commercially reasonable assistance in responding to such Data Subject Request to the extent Deltek is legally permitted to do so and as required under Privacy Laws. However, Customer acknowledges that, in some situations, Deltek may deny providing assistance of information related to Data Subject Requests, such as: when requests constitute an unreasonable expense or burden, are repetitious or excessive by nature, would involve violating the rights of other individuals, or compromise the security of Confidential Information and Personal Data.
- 5.3. In the event that Data Subject Requests become excessive or manifestly unfounded, and therefore exceed what is reasonable under the circumstances, costs arising from Deltek's assistance supporting Customer's responsibility to address such Data Subject Requests shall be reimbursed by Customer on a time and materials basis.
6. Limitation of Liability and Indemnification. The limitation of liability and indemnification set forth in the Agreement remain in full force and effect and applies to these Privacy Terms and all incorporated Exhibits.
7. Use of Cookies. Most Products contain functional cookies. Deltek sets and uses cookies for usage tracking purposes and statistical analysis, in accordance with applicable Privacy Laws. The use of cookies helps Deltek improve the Products by giving Deltek insight into how the Products are being used and the information obtained serves to support application functionality related to the Products and Services as outlined in the Agreement. Customer may request additional information regarding the use of cookies via email to DeltekTouch@deltek.com.

8. Incidental Collections of Personal Data in the course of Support Requests or Professional Services. As part of providing the Services, there may be circumstances in which Customer's authorized support contact(s) unintentionally, incidentally, or accidentally discloses data, which may include Personal Data, outside the scope and nature of what is agreed upon and typically transmitted for Processing by Deltek in order to provide the Service in accordance with the Agreement. Customer acknowledges that such exposure of Personal Data may result in Deltek's incidental collection and Processing of said Personal Data and agrees that this situation does not constitute a Personal Data Breach or violation of the terms of the Agreement, Privacy Terms, or any incorporated Exhibits.

The parties agree that these Privacy Terms, and any of the incorporated Exhibits, are entered into and become a binding part of the Agreement as of the Effective Date. The parties' signatures to the Agreement or Order Form qualifies as a signature to these Privacy Terms and each of the Customer's selected Exhibits, including the UK SCCs and the GDPR SCCs, if applicable, attached to these Privacy Terms, unless otherwise indicated or required by law. If so required by the laws or regulatory procedures of any jurisdiction, the parties shall execute or re-execute the UK SCCs and/or the GDPR SCCs as separate documents setting out the proposed transfers of Personal Data in such manner as may be required.

Exhibit 1

Consumer Privacy Addendum

(Customer and Deltek shall enter into this Exhibit 1 - Consumer Privacy Addendum, effective January 1, 2020, if, in performing the Agreement, Customer may be collecting, obtaining, receiving, accessing, sharing, and/or selling Personal Data of a California Consumer, defined under Cal. Code Regs. tit. 18., § 17014, in order to advance Customer's commercial or economic interests. In addition to addressing changes in California law, this CPA addresses Canada's PIPEDA requirements and anticipates the establishment of a federal standard in the United States.)

This Consumer Privacy Addendum (“**CPA**”) is part of the Agreement between Customer and Deltek, including other applicable and associated written or electronic agreements. This CPA applies exclusively to the extent that Deltek Processes Personal Data on behalf of the Customer for a “business purpose,” as defined under the CCPA or other applicable Privacy Laws, including, substantially similar (existing or future) state, local, provincial, or federal legislation in the United States or Canada addressing privacy and data security rights of applicable individuals to control the use, including the sale, of their Personal Data (“**NA Privacy Laws**”).

1. Customer Obligations under CCPA.

- 1.1. Customer is the entity responsible for the collection of Californian consumers’ (as defined in *Cal. Code Regs. tit. 18., § 17014*) Personal Data and/or on behalf of whom Deltek collects and processes consumers’ Personal Data. For the avoidance of doubt, Customer is a “business” or “service provider” under CCPA, effective January 1, 2020. Customer determines the purposes and means of Deltek’s Processing, pursuant to terms of the Agreement.
- 1.2. Customer represents and warrants that it understands and complies with its obligations as a “business” or “service provider” under the CCPA related to the rights of and obligations owed to Californian consumers determined based on its independent evaluation of the applicability of the CCPA. Customer must provide proper notice to consumers whose Personal Data is collected and Processed about Customer’s Personal Data sharing practices, inform consumers of their rights pertaining to the processing of their Personal Data, and obtain any necessary affirmations or consents, as required under the CCPA or other applicable NA Privacy Laws.

2. Deltek Obligations under CCPA.

- 2.1. Deltek is the entity that processes the Personal Data on behalf of the Customer as outlined in the terms of the Agreement. Deltek represents and warrants that it understands the applicable rules, restrictions, requirements, and definitions as a “service provider” under the CCPA that are relevant to the relationship between the parties. Deltek does not sell, nor exchange as valuable consideration for any Services, the Customer’s Personal Data obtained in the performance of the Agreement.

- 2.2. Deltek shall not “sell” any Personal Data and does not take any action that would cause any transfer of Personal Data to qualify as “selling” Personal Data under the CCPA.
 - 2.3. Deltek provides Californian consumers with the ability to submit requests to exercise their rights and file complaints for alleged violations as permitted under the CCPA through its [Security and Trust Center Privacy website](#).
3. Customer Obligations under PIPEDA.
 - 3.1. To the extent Customer is subject to additional requirements or restrictions than those outlined in PIPEDA or local or provincial requirements impacting its use of an organization outside Canada, such as those applicable to certain Canadian public sector entities, Customer is responsible for satisfying any notice and consent requirements, as necessary, to properly facilitate transfers to Deltek entities in foreign jurisdictions.
 - 3.2. Customers based in Canada and subject to data localization requirements acknowledge that Deltek may be required to transfer information, including Personal Data, outside Canada in the course of fulfilling its obligations under the terms of the Agreement. Customers must notify Deltek prior to initiating Processing of any such requirements and acknowledge that the enforcement of data localization may impact Deltek’s Processing activities.
4. Deltek Obligations under PIPEDA. The measures outlined in Section 6 of this CPA demonstrate that Deltek provides a comparable level of Personal Data protection as is required under PIPEDA, as well as any applicable local or provincial implementations thereof. Similarly, Deltek may utilize third parties in the course of its Processing, as set forth in Appendix 3 of Exhibit 2 – Schedule 1. The acceptance of this CPA represents Customer’s acknowledgement and agreement that those third parties provide an appropriate level of protection to participate in the Processing of its Personal Data.
 5. Collection and Handling of Personal Data. Deltek does not collect, retain, share, or use any Personal Data, except as necessary to perform the Agreement and to provide support services for Customer in accordance with Customer’s request. Deltek does not have, derive, nor exercise any rights or benefits regarding Personal Data under NA Privacy Laws, except as agreed upon between the parties.
 6. Securing Personal Data. As per Section 4.1 of the Privacy Terms, Deltek maintains and applies appropriate technical, administrative, and organizational security measures, referred to in the CCPA as “reasonable security practices and procedures,” appropriate, based on the nature and scope of Personal Data, to safeguard against its misuse or unauthorized access, exfiltration, theft, or disclosure. For a complete accounting of Deltek’s technical and organizational controls, Customer may request a copy of Deltek’s SOC 2 Report through its account administrator or refer to Appendix 2 of Exhibit 2 - Schedule 1.
 7. Reporting Suspected Violations.

- 7.1. In the event a Californian consumer initiates a civil action against Customer for alleged violation of the duty to implement and maintain “reasonable security procedures and practices” under the CCPA, Customer must provide immediate written notification to Deltek via privacy@deltek.com upon receiving written notice from the consumer.
 - 7.2. If Customer has a reasonable belief that Deltek may have committed a violation of its obligations under this CPA, Customer must provide an express written statement identifying the specific provisions it alleges Deltek has violated or is currently violating. In accordance with the CCPA, Deltek has thirty (30) days from receipt of said notice to conduct its investigation into the alleged violation(s) and, if necessary, the parties shall work together, in good faith, to cure any identified or confirmed violation(s) in a timely manner.
8. Integration. This CPA applies in addition to, not in lieu of, any other terms and conditions agreed upon between the parties, except as specifically and expressly agreed in writing with explicit reference to this CPA. This CPA shall not replace any additional rights relating to the use or sharing of Personal Data previously negotiated by Customer in the Agreement. In the event of inconsistencies between the provisions of this CPA and the Agreement, the provisions of this CPA shall prevail with regard to the parties’ data protection obligations as “business” and/or “service provider” for Personal Data of Californian consumers or, if appropriate, other analogous governing laws in the United States and/or Canada.
 9. Updates and Amendments. In the event federal legislation pre-empts, supersedes, supplements, repeals, or amends the CCPA or other substantially similar state, local, provincial, or industry-specific NA Privacy Laws are enacted, the parties shall, in good faith, work together to enter into an updated version of the CPA to ensure the ongoing performance of the Agreement with respect to the secure handling of Personal Data of Californian consumers or residents of other US states and/or Canadian provinces and territories, as applicable.

Exhibit 2

Customer Data Processing Addendum

(Customer and Deltek shall enter into this Exhibit 2 - Customer Data Processing Addendum if, in performing the Agreement, Customer may be transferring Personal Data from the European Union, Switzerland, other European Economic Area countries and/or the United Kingdom, if applicable to the United States and/or other third country/ies not deemed adequate by the European Commission nor subject to an approved alternative transfer mechanism as outlined in Chapter 5 of the GDPR.)

This Data Processing Addendum (“**DPA**”) is part of the Agreement between Customer, on behalf of itself and its affiliates, as appropriate (“**Controller**”) and Deltek, Inc. and/or a Deltek entity that has entered into such Agreement (collectively referred to as “**Deltek**” or “**Processor**”). The scope of the Agreement may include other applicable and associated written or electronic agreements, such as terms of service and terms of use for the purchase of software and services.

This DPA applies exclusively to the processing of Personal Data that is subject to the GDPR of Data Subjects who may be located in the EU, European Economic Area (“**EEA**”), Switzerland, and/or the United Kingdom (“**UK**”) (“**Applicable Scope**”). The Processing of Personal Data under this DPA is governed by the GDPR and its implementing regulations or, as applicable, substantially similar privacy, data protection, or security laws including the UK’s Data Protection Act 2018 (“**European Privacy Laws**”).

Capitalized terms not defined within this DPA shall have meaning set forth in the Agreement or applicable law, including the European Privacy Laws. If not defined in either the DPA, European Privacy Laws, or the Agreement, the term shall be given its commonly understood meaning.

This DPA shall not replace any additional rights relating to Processing of Personal Data previously negotiated by Customer in the Agreement. In the event of inconsistencies between the provisions of this DPA and the Agreement, the provisions of this DPA shall prevail with regard to the applicable data protection obligations within the Applicable Scope.

For the avoidance of doubt, Customer is Controller and Deltek is the Processor.

1. Controller Responsibilities

- 1.1 Controller will determine the scope, purposes, and manner by which its Personal Data may be Processed by Processor. Controller’s instructions for the Processing of Personal Data shall comply with European Privacy Laws.
- 1.2 Controller warrants that it has all necessary rights to provide Personal Data to Processor for the Processing to be performed as set forth in the Agreement. To the extent required by European Privacy Laws, Controller is responsible for ensuring that any necessary

notifications are issued, consents to this Processing are obtained, and for ensuring that a record of such consents is maintained. Controller shall have sole responsibility for the acquisition, accuracy, quality, and legality of Personal Data.

2. Processor Responsibilities

- 2.1 **Compliance with Controller’s instructions for Processing.** Processor will Process Personal Data in accordance with the written instructions of Controller and any European Privacy Law requirements directly applicable to Processor’s performance under the Agreement, unless required to do otherwise by European Privacy Laws to which Processor is subject. Processor will inform Controller if it believes that an instruction provided by Controller violates European Privacy Laws unless legally prohibited from doing so.
- 2.2 **Audits and information necessary to demonstrate compliance.** In accordance with Section 4.6 of the Privacy Terms, Processor shall make available to Controller information necessary to demonstrate compliance with the obligations laid down in this DPA and allow for and contribute to audits conducted by Controller upon Controller’s reasonable written request. Unless required by European Privacy Laws, the parties agree that any audits will be conducted no more than once in any twelve (12) month period.
- 2.3 **Assistance with Controller obligations.** Processor shall reasonably assist Controller in ensuring compliance with its obligations under Articles 32-36 of the GDPR (security of Processing, Personal Data Breach notification, Data Protection Impact Assessments, and prior consultation), or equivalent European Privacy Law obligation, taking into account the nature of the Processing and information available to Processor.
- 2.4 Subject to the confidentiality obligations set forth in the Agreement, Processor will either provide Controller the applicable SOC 2 Type II Report covering the trust principles of Security, Availability, and Confidentiality, prepared by a reputable independent third party that attests to the compliance of the applicable security controls with industry standards or other documentation sufficient to address Processor’s compliance requirements.
- 2.5 **Maintain records of processing.** Processor shall keep records of all Processing of Controller’s Personal Data by Processor pursuant to Article 30 of the GDPR or equivalent European Privacy Law obligation.
- 2.6 **Processor personnel and confidentiality.** Without prejudice to any existing contractual arrangements between the parties, Processor shall treat all Personal Data as strictly confidential and it shall inform its employees, agents, and/or subprocessors who are engaged in Processing the Personal Data of its confidential nature and ensure that all relevant employees, agents, and/or subprocessors are committed to a duty of confidentiality.
- 2.7 **Technical and organizational measures.** Taking into account the state of the art, the costs of implementation and the nature, scope, context, and purposes of Processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, without prejudice to any other security standards agreed upon by the parties, Controller and Processor shall implement appropriate technical and organisational measures to

ensure a level of security of the Processing appropriate to the risk. Details regarding the technical and organisational measures may be found in Annex II to the GDPR SCCs incorporated by reference herein.

- 2.8 **Personal Data Breach notification.** If Processor becomes aware of a Personal Data Breach that impacts the Processing of the Personal Data that is the subject of the Agreement, it shall notify Controller without undue delay, but endeavours to do so no later than seventy-two (72) hours after discovery. Processor shall reasonably cooperate with Controller regarding such Personal Data Breaches.
- 2.9 **Termination and return/destruction of Personal Data.** Upon Controller's termination of the Agreement, Processor shall, at the discretion of Controller, either delete, destroy, or return all Personal Data to Controller and destroy or return existing copies. To the extent that applicable laws require Processor to do otherwise, Processor will continue to meet the obligations set forth in this DPA with respect to such Personal Data and will use it only for the purpose for which it has been kept, such as to meet legal retention requirements.
- 2.10 The parties agree that the certification of deletion of Personal Data shall be provided by Processor to Controller upon Controller's written request.
- 2.11 **Cooperation with Data Subject Requests.** In accordance with Section 5 of the Privacy Terms, Processor shall, to the extent legally permitted, promptly notify Controller if Processor receives a Data Subject Request to exercise the Data Subject's right of access, right to rectification, restriction of Processing, erasure ("right to be forgotten"), data portability, object to the Processing, or its right not to be subject to an automated individual decision making. Taking into account the nature of the Processing, Processor shall assist Controller by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Controller's obligation to respond to a Data Subject Request under European Privacy Laws. In addition, to the extent Controller does not have the ability to address a Data Subject Request, Processor shall, upon Controller's request, provide Controller with commercially reasonable assistance in responding to such Data Subject Request to the extent Processor is legally permitted to do so and as required under European Privacy Laws. To the extent legally permitted, Controller shall be responsible for reasonable costs on a time and materials basis arising from Processor's provision of such assistance.
- 2.12 **Use of third party sub-processors.** Pursuant to Article 28(2) of the GDPR, Controller acknowledges and expressly agrees that Processor may engage third party sub-processors in connection with the services provided pursuant to the Agreement. Controller expressly agrees to the existing relevant third party sub-processors identified in Annex III of the GDPR SCCs incorporated by reference herein.
- 2.13 Processor will notify Controller of any changes to or new third party sub-processors as relevant to the Products and Services specified in the Agreement. If Controller has a reasonable basis to object to Processor's use of a new third party sub-processor, Controller shall promptly notify Processor in writing within ten (10) business days after receipt of Processor's notice.
- 2.14 Processor shall enter into a data processing agreement with each relevant third party sub-processor. These agreements shall impose the same data protection obligations on

the third party sub-processor as Processor is subject to under this DPA and the Agreement. Where the third party sub-processor fails to fulfil its data protection obligations, Processor shall remain fully liable to the Controller for the performance of the third party sub-processor's obligations.

- 2.15 **Cross-border transfers.** In addition to the Deltek entities located in the EU and other countries deemed to offer an adequate level of data protection, Personal Data may be Processed by Deltek entities and/or third party sub-processors located outside of the EU/EEA (pursuant to Sections 2.12 through 2.14 of this DPA). Controller acknowledges that any Processing by the Deltek entities outside of Europe will be undertaken the same as any Processing of Personal Data undertaken in performance of the Agreement. These entities include: Deltek, Inc., Deltek Australia PTY LTD., Deltek Systems (Philippines), Ltd., and Deltek GB Ltd. Any transfer of Personal Data to Processor or a third party sub-processor located in a country that is deemed not to provide an adequate level of protection within the meaning of the European Privacy Law shall be governed by the terms of the UK SCCs and/or GDPR SCCs, as appropriate, found in Schedule 1 of this DPA. In the event of any inconsistencies between this DPA and the governing SCCs pertaining to the transfer of Personal Data within the Applicable Scope, the applicable SCCs shall prevail over the relevant Personal Data transfer.
- 2.15 **Updates and amendments.** In the event the GDPR SCCs are amended, replaced, or repealed by the European Commission or other competent authority under European Privacy Laws or the United Kingdom's Information Commissioner's Office approves or implements an alternative cross border data transfer mechanism, the parties shall work together, in good faith, to enter into an updated version of the relevant SCCs or negotiate an alternative solution to enable the cross-border transfer of Personal Data in compliance with European Privacy Laws.
- 2.16 **Entire agreement.** This DPA, including and together with any related schedules, appendices, and the applicable terms of any Agreement, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

Exhibit 2 - Schedule 1 - General Data Protection Regulation Standard Contractual Clauses

(In accordance with [European Commission Implementing Decision \(EU\) 2021/914](#) of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to the GDPR, the following GDPR SCCs shall operate as the lawful cross border data transfer mechanism for the Processing of Personal Data. These GDPR SCCs include those generally applicable clauses as well as specific to MODULE TWO: Transfer controller to processor only to clearly represent the relationship between the parties. Optional clauses, as indicated by the European Commission, as well as those interstitial references to other MODULES have been struck through to indicate their inapplicability while still maintaining the integrity of the GDPR SCCs.)

SECTION I

Clause 1

Purpose and scope

- (a) The purpose of these standard contractual clauses is to ensure compliance with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) [\(1\)](#) for the transfer of personal data to a third country.
- (b) The Parties:
- (i) the natural or legal person(s), public authority/ies, agency/ies or other body/ies (hereinafter 'entity/ies') transferring the personal data, as listed in Annex I.A (hereinafter each 'data exporter'), and
 - (ii) the entity/ies in a third country receiving the personal data from the data exporter, directly or indirectly via another entity also Party to these Clauses, as listed in Annex I.A (hereinafter each 'data importer')
- have agreed to these standard contractual clauses (hereinafter: 'Clauses').
- (c) These Clauses apply with respect to the transfer of personal data as specified in Annex I.B.
- (d) The Appendix to these Clauses containing the Annexes referred to therein forms an integral part of these Clauses.

Clause 2

Effect and invariability of the Clauses

- (a) These Clauses set out appropriate safeguards, including enforceable data subject rights and effective legal remedies, pursuant to Article 46(1) and Article 46(2)(c) of Regulation (EU) 2016/679 and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679, provided they are not modified, except to select the appropriate Module(s) or to

add or update information in the Appendix. This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a wider contract and/or to add other clauses or additional safeguards, provided that they do not contradict, directly or indirectly, these Clauses or prejudice the fundamental rights or freedoms of data subjects.

(b) These Clauses are without prejudice to obligations to which the data exporter is subject by virtue of Regulation (EU) 2016/679.

Clause 3

Third-party beneficiaries

(a) Data subjects may invoke and enforce these Clauses, as third-party beneficiaries, against the data exporter and/or data importer, with the following exceptions:

- (i) Clause 1, Clause 2, Clause 3, Clause 6, Clause 7;
- (ii) Clause 8 – ~~Module One: Clause 8.5 (e) and Clause 8.9(b);~~ Module Two: Clause 8.1(b), 8.9(a), (c), (d) and (e); ~~Module Three: Clause 8.1(a), (c) and (d) and Clause 8.9(a), (c), (d), (e), (f) and (g);~~ Module Four: Clause 8.1 (b) and Clause 8.3(b);
- (iii) Clause 9 – Module Two: Clause 9(a), (c), (d) and (e); ~~Module Three: Clause 9(a), (c), (d) and (e);~~
- (iv) Clause 12 – ~~Module One: Clause 12(a) and (d);~~ Modules Two and Three: Clause 12(a), (d) and (f);
- (v) Clause 13;
- (vi) Clause 15.1(c), (d) and (e);
- (vii) Clause 16(e);
- (viii) Clause 18 – ~~Modules One, Two and Three: Clause 18(a) and (b);~~ Module Four: Clause 18.

(b) Paragraph (a) is without prejudice to rights of data subjects under Regulation (EU) 2016/679.

Clause 4

Interpretation

(a) Where these Clauses use terms that are defined in Regulation (EU) 2016/679, those terms shall have the same meaning as in that Regulation.

(b) These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.

(c) These Clauses shall not be interpreted in a way that conflicts with rights and obligations provided for in Regulation (EU) 2016/679.

Clause 5

Hierarchy

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties, existing at the time these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

Clause 6

Description of the transfer(s)

The details of the transfer(s), and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred, are specified in Annex I.B.

~~Clause 7 – Optional~~

~~Docking clause~~

~~(a) An entity that is not a Party to these Clauses may, with the agreement of the Parties, accede to these Clauses at any time, either as a data exporter or as a data importer, by completing the Appendix and signing Annex I.A.~~

~~(b) Once it has completed the Appendix and signed Annex I.A, the acceding entity shall become a Party to these Clauses and have the rights and obligations of a data exporter or data importer in accordance with its designation in Annex I.A.~~

~~(c) The acceding entity shall have no rights or obligations arising under these Clauses from the period prior to becoming a Party.~~

SECTION II – OBLIGATIONS OF THE PARTIES

Clause 8

Data protection safeguards

The data exporter warrants that it has used reasonable efforts to determine that the data importer is able, through the implementation of appropriate technical and organisational measures, to satisfy its obligations under these Clauses.

Clause 8

Data protection safeguards - MODULE TWO: Transfer controller to processor

8.1 Instructions

- (a) The data importer shall process the personal data only on documented instructions from the data exporter. The data exporter may give such instructions throughout the duration of the contract.
- (b) The data importer shall immediately inform the data exporter if it is unable to follow those instructions.

8.2 Purpose limitation

The data importer shall process the personal data only for the specific purpose(s) of the transfer, as set out in Annex I.B, unless on further instructions from the data exporter.

8.3 Transparency

On request, the data exporter shall make a copy of these Clauses, including the Appendix as completed by the Parties, available to the data subject free of charge. To the extent necessary to protect business secrets or other confidential information, including the measures described in Annex II and personal data, the data exporter may redact part of the text of the Appendix to these Clauses prior to sharing a copy, but shall provide a meaningful summary where the data subject would otherwise not be able to understand the its content or exercise his/her rights. On request, the Parties shall provide the data subject with the reasons for the redactions, to the extent possible without revealing the redacted information. This Clause is without prejudice to the obligations of the data exporter under Articles 13 and 14 of Regulation (EU) 2016/679.

8.4 Accuracy

If the data importer becomes aware that the personal data it has received is inaccurate, or has become outdated, it shall inform the data exporter without undue delay. In this case, the data importer shall cooperate with the data exporter to erase or rectify the data.

8.5 Duration of processing and erasure or return of data

Processing by the data importer shall only take place for the duration specified in Annex I.B. After the end of the provision of the processing services, the data importer shall, at the choice of the data exporter, delete all personal data processed on behalf of the data exporter and certify to the data exporter that it has done so, or return to the data exporter all personal data processed on its behalf and delete existing copies. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit return or deletion of the personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process it to

the extent and for as long as required under that local law. This is without prejudice to Clause 14, in particular the requirement for the data importer under Clause 14(e) to notify the data exporter throughout the duration of the contract if it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under Clause 14(a).

8.6 Security of processing

- (a) The data importer and, during transmission, also the data exporter shall implement appropriate technical and organisational measures to ensure the security of the data, including protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to that data (hereinafter 'personal data breach'). In assessing the appropriate level of security, the Parties shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subjects. The Parties shall in particular consider having recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner. In case of pseudonymisation, the additional information for attributing the personal data to a specific data subject shall, where possible, remain under the exclusive control of the data exporter. In complying with its obligations under this paragraph, the data importer shall at least implement the technical and organisational measures specified in Annex II. The data importer shall carry out regular checks to ensure that these measures continue to provide an appropriate level of security.
- (b) The data importer shall grant access to the personal data to members of its personnel only to the extent strictly necessary for the implementation, management and monitoring of the contract. It shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- (c) In the event of a personal data breach concerning personal data processed by the data importer under these Clauses, the data importer shall take appropriate measures to address the breach, including measures to mitigate its adverse effects. The data importer shall also notify the data exporter without undue delay after having become aware of the breach. Such notification shall contain the details of a contact point where more information can be obtained, a description of the nature of the breach (including, where possible, categories and approximate number of data subjects and personal data records concerned), its likely consequences and the measures taken or proposed to address the breach including, where appropriate, measures to mitigate its possible adverse effects. Where, and in so far as, it is not possible to provide all information at the same time, the initial notification shall contain

the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

- (d) The data importer shall cooperate with and assist the data exporter to enable the data exporter to comply with its obligations under Regulation (EU) 2016/679, in particular to notify the competent supervisory authority and the affected data subjects, taking into account the nature of processing and the information available to the data importer.

8.7 Sensitive data

Where the transfer involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions and offences (hereinafter 'sensitive data'), the data importer shall apply the specific restrictions and/or additional safeguards described in Annex I.B.

8.8 Onward transfers

The data importer shall only disclose the personal data to a third party on documented instructions from the data exporter. In addition, the data may only be disclosed to a third party located outside the European Union ⁽⁴⁾ (in the same country as the data importer or in another third country, hereinafter 'onward transfer') if the third party is or agrees to be bound by these Clauses, under the appropriate Module, or if:

- (i) the onward transfer is to a country benefitting from an adequacy decision pursuant to Article 45 of Regulation (EU) 2016/679 that covers the onward transfer;
- (ii) the third party otherwise ensures appropriate safeguards pursuant to Articles 46 or 47 Regulation of (EU) 2016/679 with respect to the processing in question;
- (iii) the onward transfer is necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings; or
- (iv) the onward transfer is necessary in order to protect the vital interests of the data subject or of another natural person.

Any onward transfer is subject to compliance by the data importer with all the other safeguards under these Clauses, in particular purpose limitation.

8.9 Documentation and compliance

- (a) The data importer shall promptly and adequately deal with enquiries from the data exporter that relate to the processing under these Clauses.

- (b) The Parties shall be able to demonstrate compliance with these Clauses. In particular, the data importer shall keep appropriate documentation on the processing activities carried out on behalf of the data exporter.
- (c) The data importer shall make available to the data exporter all information necessary to demonstrate compliance with the obligations set out in these Clauses and at the data exporter's request, allow for and contribute to audits of the processing activities covered by these Clauses, at reasonable intervals or if there are indications of non-compliance. In deciding on a review or audit, the data exporter may take into account relevant certifications held by the data importer.
- (d) The data exporter may choose to conduct the audit by itself or mandate an independent auditor. Audits may include inspections at the premises or physical facilities of the data importer and shall, where appropriate, be carried out with reasonable notice.
- (e) The Parties shall make the information referred to in paragraphs (b) and (c), including the results of any audits, available to the competent supervisory authority on request.

Clause 9

Use of sub-processors

MODULE TWO: Transfer controller to processor

~~(a) **OPTION 1: SPECIFIC PRIOR AUTHORISATION** The data importer shall not sub-contract any of its processing activities performed on behalf of the data exporter under these Clauses to a sub-processor without the data exporter's prior specific written authorisation. The data importer shall submit the request for specific authorisation at least [*Specify time period*] prior to the engagement of the sub-processor, together with the information necessary to enable the data exporter to decide on the authorisation. The list of sub-processors already authorised by the data exporter can be found in Annex III. The Parties shall keep Annex III up to date.~~

OPTION 2: GENERAL WRITTEN AUTHORISATION The data importer has the data exporter's general authorisation for the engagement of sub-processor(s) from an agreed list. The data importer shall specifically inform the data exporter in writing of any intended changes to that list through the addition or replacement of sub-processors at least *30 days* in advance, thereby giving the data exporter sufficient time to be able to object to such changes prior to the engagement of the sub-processor(s). The data importer shall provide the data exporter with the information necessary to enable the data exporter to exercise its right to object.

- (b) Where the data importer engages a sub-processor to carry out specific processing activities (on behalf of the data exporter), it shall do so by way of a written contract that provides for,

in substance, the same data protection obligations as those binding the data importer under these Clauses, including in terms of third-party beneficiary rights for data subjects. ⁽⁸⁾ The Parties agree that, by complying with this Clause, the data importer fulfils its obligations under Clause 8.8. The data importer shall ensure that the sub-processor complies with the obligations to which the data importer is subject pursuant to these Clauses.

- (c) The data importer shall provide, at the data exporter's request, a copy of such a sub-processor agreement and any subsequent amendments to the data exporter. To the extent necessary to protect business secrets or other confidential information, including personal data, the data importer may redact the text of the agreement prior to sharing a copy.
- (d) The data importer shall remain fully responsible to the data exporter for the performance of the sub-processor's obligations under its contract with the data importer. The data importer shall notify the data exporter of any failure by the sub-processor to fulfil its obligations under that contract.
- (e) The data importer shall agree a third-party beneficiary clause with the sub-processor whereby – in the event the data importer has factually disappeared, ceased to exist in law or has become insolvent – the data exporter shall have the right to terminate the sub-processor contract and to instruct the sub-processor to erase or return the personal data.

Clause 10

Data subject rights

MODULE TWO: Transfer controller to processor

- (a) The data importer shall promptly notify the data exporter of any request it has received from a data subject. It shall not respond to that request itself unless it has been authorised to do so by the data exporter.
- (b) The data importer shall assist the data exporter in fulfilling its obligations to respond to data subjects' requests for the exercise of their rights under Regulation (EU) 2016/679. In this regard, the Parties shall set out in Annex II the appropriate technical and organisational measures, taking into account the nature of the processing, by which the assistance shall be provided, as well as the scope and the extent of the assistance required.
- (c) In fulfilling its obligations under paragraphs (a) and (b), the data importer shall comply with the instructions from the data exporter.

Clause 11

Redress

(a) The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice or on its website, of a contact point authorised to handle complaints. It shall deal promptly with any complaints it receives from a data subject.

~~[OPTION: The data importer agrees that data subjects may also lodge a complaint with an independent dispute resolution body (14) at no cost to the data subject. It shall inform the data subjects, in the manner set out in paragraph (a), of such redress mechanism and that they are not required to use it, or follow a particular sequence in seeking redress.]~~

Clause 11

Redress – Continued

MODULE TWO: Transfer controller to processor

- (b) In case of a dispute between a data subject and one of the Parties as regards compliance with these Clauses, that Party shall use its best efforts to resolve the issue amicably in a timely fashion. The Parties shall keep each other informed about such disputes and, where appropriate, cooperate in resolving them.
- (c) Where the data subject invokes a third-party beneficiary right pursuant to Clause 3, the data importer shall accept the decision of the data subject to:
 - (i) lodge a complaint with the supervisory authority in the Member State of his/her habitual residence or place of work, or the competent supervisory authority pursuant to Clause 13;
 - (ii) refer the dispute to the competent courts within the meaning of Clause 18.
- (d) The Parties accept that the data subject may be represented by a not-for-profit body, organisation or association under the conditions set out in Article 80(1) of Regulation (EU) 2016/679.
- (e) The data importer shall abide by a decision that is binding under the applicable EU or Member State law.
- (f) The data importer agrees that the choice made by the data subject will not prejudice his/her substantive and procedural rights to seek remedies in accordance with applicable laws.

Clause 12

Liability

MODULE TWO: Transfer controller to processor

- (a) Each Party shall be liable to the other Party/ies for any damages it causes the other Party/ies by any breach of these Clauses.

- (b) The data importer shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data importer or its sub-processor causes the data subject by breaching the third-party beneficiary rights under these Clauses.
- (c) Notwithstanding paragraph (b), the data exporter shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data exporter or the data importer (or its sub-processor) causes the data subject by breaching the third-party beneficiary rights under these Clauses. This is without prejudice to the liability of the data exporter and, where the data exporter is a processor acting on behalf of a controller, to the liability of the controller under Regulation (EU) 2016/679 or Regulation (EU) 2018/1725, as applicable.
- (d) The Parties agree that if the data exporter is held liable under paragraph (c) for damages caused by the data importer (or its sub-processor), it shall be entitled to claim back from the data importer that part of the compensation corresponding to the data importer's responsibility for the damage.
- (e) Where more than one Party is responsible for any damage caused to the data subject as a result of a breach of these Clauses, all responsible Parties shall be jointly and severally liable and the data subject is entitled to bring an action in court against any of these Parties.
- (f) The Parties agree that if one Party is held liable under paragraph (e), it shall be entitled to claim back from the other Party/ies that part of the compensation corresponding to its/their responsibility for the damage.
- (g) The data importer may not invoke the conduct of a sub-processor to avoid its own liability.

Clause 13

Supervision

MODULE TWO: Transfer controller to processor

- (a) *[Where the data exporter is established in an EU Member State:]* The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, as indicated in Annex I.C, shall act as competent supervisory authority.

[Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) and has appointed a representative pursuant to Article 27(1) of Regulation (EU) 2016/679:]
 The supervisory authority of the Member State in which the representative within the

meaning of Article 27(1) of Regulation (EU) 2016/679 is established, as indicated in Annex I.C, shall act as competent supervisory authority.

[Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) without however having to appoint a representative pursuant to Article 27(2) of Regulation (EU) 2016/679:] The supervisory authority of one of the Member States in which the data subjects whose personal data is transferred under these Clauses in relation to the offering of goods or services to them, or whose behaviour is monitored, are located, as indicated in Annex I.C, shall act as competent supervisory authority.

- (b) The data importer agrees to submit itself to the jurisdiction of and cooperate with the competent supervisory authority in any procedures aimed at ensuring compliance with these Clauses. In particular, the data importer agrees to respond to enquiries, submit to audits and comply with the measures adopted by the supervisory authority, including remedial and compensatory measures. It shall provide the supervisory authority with written confirmation that the necessary actions have been taken.

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SECTION III – LOCAL LAWS AND OBLIGATIONS IN CASE OF ACCESS BY PUBLIC AUTHORITIES

Clause 14

Local laws and practices affecting compliance with the Clauses

MODULE TWO: Transfer controller to processor

- (a) The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of the personal data by the data importer, including any requirements to disclose personal data or measures authorising access by public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This is based on the understanding that laws and practices that respect the essence of the fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679, are not in contradiction with these Clauses.
- (b) The Parties declare that in providing the warranty in paragraph (a), they have taken due account in particular of the following elements:
- (i) the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred;
 - (ii) the laws and practices of the third country of destination– including those requiring the disclosure of data to public authorities or authorising access by such authorities – relevant in light of the specific circumstances of the transfer, and the applicable limitations and safeguards ⁽¹²⁾;
 - (iii) any relevant contractual, technical or organisational safeguards put in place to supplement the safeguards under these Clauses, including measures applied during transmission and to the processing of the personal data in the country of destination.
- (c) The data importer warrants that, in carrying out the assessment under paragraph (b), it has made its best efforts to provide the data exporter with relevant information and agrees that it will continue to cooperate with the data exporter in ensuring compliance with these Clauses.
- (d) The Parties agree to document the assessment under paragraph (b) and make it available to the competent supervisory authority on request.

- (e) The data importer agrees to notify the data exporter promptly if, after having agreed to these Clauses and for the duration of the contract, it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under paragraph (a), including following a change in the laws of the third country or a measure (such as a disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a). ~~[For Module Three: The data exporter shall forward the notification to the controller.]~~
- (f) Following a notification pursuant to paragraph (e), or if the data exporter otherwise has reason to believe that the data importer can no longer fulfil its obligations under these Clauses, the data exporter shall promptly identify appropriate measures (e.g. technical or organisational measures to ensure security and confidentiality) to be adopted by the data exporter and/or data importer to address the situation ~~[for Module Three; if appropriate in consultation with the controller]~~. The data exporter shall suspend the data transfer if it considers that no appropriate safeguards for such transfer can be ensured, or if instructed by ~~[for Module Three: the controller or]~~ the competent supervisory authority to do so. In this case, the data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses. If the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise. Where the contract is terminated pursuant to this Clause, Clause 16(d) and (e) shall apply.

Clause 15

Obligations of the data importer in case of access by public authorities

MODULE TWO: Transfer controller to processor

15.1 Notification

- (a) The data importer agrees to notify the data exporter and, where possible, the data subject promptly (if necessary with the help of the data exporter) if it:
- (i) receives a legally binding request from a public authority, including judicial authorities, under the laws of the country of destination for the disclosure of personal data transferred pursuant to these Clauses; such notification shall include information about the personal data requested, the requesting authority, the legal basis for the request and the response provided; or
 - (ii) becomes aware of any direct access by public authorities to personal data transferred pursuant to these Clauses in accordance with the laws of the country of destination; such notification shall include all information available to the importer.

~~{For Module Three: The data exporter shall forward the notification to the controller.}~~

- (b) If the data importer is prohibited from notifying the data exporter and/or the data subject under the laws of the country of destination, the data importer agrees to use its best efforts to obtain a waiver of the prohibition, with a view to communicating as much information as possible, as soon as possible. The data importer agrees to document its best efforts in order to be able to demonstrate them on request of the data exporter.
- (c) Where permissible under the laws of the country of destination, the data importer agrees to provide the data exporter, at regular intervals for the duration of the contract, with as much relevant information as possible on the requests received (in particular, number of requests, type of data requested, requesting authority/ies, whether requests have been challenged and the outcome of such challenges, etc.). ~~{For Module Three: The data exporter shall forward the information to the controller.}~~
- (d) The data importer agrees to preserve the information pursuant to paragraphs (a) to (c) for the duration of the contract and make it available to the competent supervisory authority on request.
- (e) Paragraphs (a) to (c) are without prejudice to the obligation of the data importer pursuant to Clause 14(e) and Clause 16 to inform the data exporter promptly where it is unable to comply with these Clauses.

15.2 Review of legality and data minimisation

- (a) The data importer agrees to review the legality of the request for disclosure, in particular whether it remains within the powers granted to the requesting public authority, and to challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful under the laws of the country of destination, applicable obligations under international law and principles of international comity. The data importer shall, under the same conditions, pursue possibilities of appeal. When challenging a request, the data importer shall seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It shall not disclose the personal data requested until required to do so under the applicable procedural rules. These requirements are without prejudice to the obligations of the data importer under Clause 14(e).
- (b) The data importer agrees to document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make the documentation available to the data exporter. It shall also make it available to the competent supervisory authority on request. ~~{For Module Three: The data exporter shall make the assessment available to the controller.}~~

- (c) The data importer agrees to provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.

SECTION IV – FINAL PROVISIONS

Clause 16

Non-compliance with the Clauses and termination

- (a) The data importer shall promptly inform the data exporter if it is unable to comply with these Clauses, for whatever reason.
- (b) In the event that the data importer is in breach of these Clauses or unable to comply with these Clauses, the data exporter shall suspend the transfer of personal data to the data importer until compliance is again ensured or the contract is terminated. This is without prejudice to Clause 14(f).
- (c) The data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses, where:
- (i) the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph (b) and compliance with these Clauses is not restored within a reasonable time and in any event within one month of suspension;
 - (ii) the data importer is in substantial or persistent breach of these Clauses; or
 - (iii) the data importer fails to comply with a binding decision of a competent court or supervisory authority regarding its obligations under these Clauses.

In these cases, it shall inform the competent supervisory authority ~~[for Module Three: and the controller]~~ of such non-compliance. Where the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise.

- (d) ~~For Modules One, Two and Three:~~ Personal data that has been transferred prior to the termination of the contract pursuant to paragraph (c) shall at the choice of the data exporter immediately be returned to the data exporter or deleted in its entirety. The same shall apply to any copies of the data. ~~[For Module Four: Personal data collected by the data exporter in the EU that has been transferred prior to the termination of the contract pursuant to paragraph (c) shall immediately be deleted in its entirety, including any copy thereof.]~~ The data importer shall certify the deletion of the data to the data exporter. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit the return or

deletion of the transferred personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process the data to the extent and for as long as required under that local law.

- (e) Either Party may revoke its agreement to be bound by these Clauses where (i) the European Commission adopts a decision pursuant to Article 45(3) of Regulation (EU) 2016/679 that covers the transfer of personal data to which these Clauses apply; or (ii) Regulation (EU) 2016/679 becomes part of the legal framework of the country to which the personal data is transferred. This is without prejudice to other obligations applying to the processing in question under Regulation (EU) 2016/679.

Clause 17

Governing law

MODULE TWO: Transfer controller to processor

~~[OPTION 1: These Clauses shall be governed by the law of one of the EU Member States, provided such law allows for third-party beneficiary rights. The Parties agree that this shall be the law of _____ (specify Member State).]~~

OPTION 2 (for Modules Two and Three): These Clauses shall be governed by the law of the EU Member State in which the data exporter is established. Where such law does not allow for third-party beneficiary rights, they shall be governed by the law of another EU Member State that does allow for third-party beneficiary rights. The Parties agree that this shall be the law of **Denmark**.

Clause 18

Choice of forum and jurisdiction

MODULE TWO: Transfer controller to processor

- (a) Any dispute arising from these Clauses shall be resolved by the courts of an EU Member State.
- (b) The Parties agree that those shall be the courts of **Denmark**.
- (c) A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of the Member State in which he/she has his/her habitual residence.
- (d) The Parties agree to submit themselves to the jurisdiction of such courts.

ANNEX I

A. LIST OF PARTIES

MODULE TWO: Transfer controller to processor

Data exporter(s): *[Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]*

1. Name: Customer set forth in the Agreement

Address: Details set forth in the Agreement

Contact person's name, position and contact details: Details set forth in the Agreement

Activities relevant to the data transferred under these Clauses: Utilizing the Products and Services as set forth in the Agreement

Role (controller/processor): Controller

Data importer(s): *[Identity and contact details of the data importer(s), including any contact person with responsibility for data protection]*

1. Name: Deltek, Inc. and its affiliated entities: Deltek Australia PTY Ltd., Deltek GB Limited, and Deltek Systems (Philippines), Ltd.

Address: 2291 Wood Oak Drive, Herndon, VA 20171 U.S.A.

Northpoint Tower, Level 40, 100 Miller Street, North Sydney, NSW 2060, Australia

The Aircraft Factory Cambridge House, 100 Cambridge Grove, London W6 0LE,
United Kingdom

The Enterprise Center, Tower 1, 6676 Ayala Ave., 6th Floor, Makati City,
Philippines

Contact person's name, position and contact details: Jessica Retka, Corporate Counsel – Privacy & Data Security, privacy@deltek.com

Activities relevant to the data transferred under these Clauses: Providing Products and Services as set forth in the Agreement

Role (controller/processor): Processor

(The parties acknowledge that their respective signatures under the Agreement apply to this Annex I)

B. DESCRIPTION OF TRANSFER

MODULE TWO: Transfer controller to processor

Categories of data subjects whose personal data is transferred:

Customer (as controller) may submit Personal Data to Deltek in the course of its use of the Products and/or Services, including support services, the extent of which is determined and controlled by controller in its sole discretion and may include, but is not limited to, Personal Data relating to the following categories of Data Subjects:

- Prospects, customers, business partners, and vendors and their respective points of contact;
- Employees, contractors, and vendors of data exporter; and/or
- Users authorized by controller to use the Products and/or Services.

Categories of Personal Data transferred:

The Personal Data transferred concern the following categories of data (please specify):

- First and last name
- Title
- Position
- Employer
- Contact information
- Unique identifying data (e.g., government identification numbers, Social Security Numbers, driver's license number, etc.)
- Professional life data (e.g., job qualifications, employment references, certifications, etc.)

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures:

Controller has the capability to insert data elements at their discretion and based on their use of the Products and/or Services. To the extent determined and at the sole discretion of the controller, controller may choose to submit, and thereby explicitly expose Deltek to, special categories of data, subject to the capabilities of the Products and/or Services. For the sake of clarity, any additional Personal Data, including special categories of data as defined under the GDPR, may only be processed and/or accessed by Deltek as necessary during the provisioning of support services.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis):

Based on the nature of the Products and/or Services in accordance with the terms of the Agreement.

Nature of the processing: To provide the Product(s) and/or Service(s) as set forth in the Agreement

Purpose(s) of the data transfer and further processing: To provide the Product(s) and/or Service(s) as set forth in the Agreement

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period: As set forth in the Agreement

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing: See ANNEX III

C. COMPETENT SUPERVISORY AUTHORITY

MODULE TWO: Transfer controller to processor

Identify the competent supervisory authority/ies in accordance with Clause 13:

As set forth in the Agreement or Clause 13 of the GDPR SCCs.

ANNEX II

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

Note: Customers utilizing Costpoint GovCon Cloud Moderate (“GCCM”) may expect the security safeguards in that offering to align with the measures outlined below; however, additional information of compliance with Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline equivalent controls is contained in the Customer Responsibility Matrix (“CRM”), available to GCCM customers upon request.

MODULE TWO: Transfer controller to processor

Description of the technical and organisational measures implemented by the data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons are as follows:

Deltek implements and maintains administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Personal Data transferred to and among Deltek affiliates as provided in the Agreement.

For transparency, Deltek makes available current information regarding its [Security](#), [Compliance](#), and [Privacy](#) posture on its [Security and Trust Center](#).

Security Control Framework

Deltek’s Security Control Framework is comprised of control requirements from a set of approved authoritative sources, which represent applicable regulations, contractual obligations, and corporate mandates. Examples of such authoritative sources include, but not limited to: GDPR, CCPA, PIPEDA, and NIST SP 800-53 rev. 5. The result is a consolidated list of security controls that is assigned to relevant control owners that Deltek communicates to all Deltek personnel via enterprise security policies. Controls are evaluated through internal assessments and external audits.

Audits and Assessment Documentation

Deltek’s Software-as-a-Service (SaaS) Products undergo an independent evaluation in the form of SOC 1 (SSAE 18) and SOC 2 reports. The Deltek SaaS Products include: for Ajera ConceptShare, Costpoint, Vantagepoint, GovWin, Deltek Collaboration, Maconomy, Project Information Management, Talent Management, TrafficLIVE, Vision, and Workbook. This list may be updated as new products are added or existing products are retired. Customers may request the most recent SOC 1 and SOC 2 reports from their account executive.

Customers may consult the [Compliance page](#) of the Security and Trust Center for more information on Deltek’s compliance standards.

Security Policies and Procedures

Deltek ensures effective implementation and communication of its Security Control Framework through its enterprise governance process, which includes a set of enterprise policies based upon common security domains. All Deltek personnel are required to abide by and complete annual training on enterprise, as well as business unit or process-specific, policies and procedures. Deltek’s written information security program includes policies and procedures specific to:

- Access control
- Business continuity
- Business code of ethics and standards of conduct
- Data classification and handling
- Information security and privacy risk management
- Information security red teaming
- Information security training and awareness
- Logging and monitoring
- Privacy by design
- Records retention
- SaaS Product backup and retention
- SaaS Product change management
- SaaS Product continuity and disaster recovery plan
- SaaS Product customer offboarding
- SaaS Product support incident management
- Secure system development life cycle
- Security and privacy risk management
- Security incident response
- Supplier code of conduct (addressing health and safety provisions)
- User security
- Vulnerability management

Personnel Security Controls

Deltek personnel are required to conduct themselves in a manner consistent with Deltek’s enterprise policies regarding confidentiality, business ethics, appropriate usage, and professional standards. Deltek conducts appropriate background checks on its personnel, taking into account applicable local labor law and statutory regulations. Personnel are required to execute a confidentiality agreement and must acknowledge receipt of, and compliance with, Deltek’s confidentiality, privacy, and information security policies. All personnel are required to successfully complete security training at a minimum annually. Personnel handling Customer Data may be required to complete additional requirements (e.g., certifications) and role-based training modules appropriate to their job responsibilities. In addition to the annual training requirements, Deltek personnel receive security awareness communications on a regular basis containing information about various security awareness topical events.

Security Incident Management

Deltek maintains security incident management policies and procedures that detail the identification and reporting of and response to a Personal Data Breach. Multiple measures are implemented to detect Personal Data Breaches. Log correlation is used to detect anomalies and trigger alerts to threats that resemble potential security incidents. Deltek also performs incident response exercises no less than annually to ensure the security incident response plan is current and effective.

In accordance with the terms of the Agreement and in compliance with applicable Privacy Laws, Deltek notifies potentially impacted Customers without undue delay, but no later than seventy-two (72) hours, after discovery of a Personal Data Breach.

Product Environment

Deltek SaaS products take advantage of industry-leading cloud infrastructure providers and the built-in compliance and security features provided by the underlying infrastructure. These features include data center security and network infrastructure security controls to secure media handling and data encryption. Deltek builds upon this foundation when providing Deltek Services to Customers. “Deltek Services” may include troubleshooting to prevent, find, and fix problems with the operation of Deltek SaaS or other products, and as a means of improving features for identifying and protecting against security threats to Authorized Users.

Customer Data

Deltek Processes Customer Data to fulfil the Deltek SaaS products and Deltek Services purchased by the Customer under the Agreement and as requested or instructed by the Customer. In addition to Processing Personal Data in the Deltek SaaS products, under select circumstances and upon Customer request, Personal Data may become accessible to Deltek personnel via Deltek Services, for example in their performance of a statement of work or the administration of customer support operations. These Processing activities may involve hosting, storing, and accessing the Personal Data to provide relevant Deltek Services, which may include, but are not limited to, requests for maintenance and troubleshooting.

- **Data Transfers for Deltek Services:** Customer’s Authorized Users maintain the capability to upload Customer Data, inclusive of Personal Data, to Deltek for customer onboarding, support, and other use cases. All Customer Data submitted to Deltek Services is governed by Deltek’s enterprise information security policies and procedures. *Please note: This section does not apply to the GovWin IQ, Deltek Collaboration, nor Specification Solution (e.g., SpecPoint, e-SPECS, Product MasterSpec/MasterSpec, SpecBuilder Cloud) products.*
 - Deltek enforces role-based/least privilege access controls and endpoint security software that scans application files and file systems for malware including Customer-supplied attachments.
 - Customer transfers of product databases are preceded or accompanied by a Data Consent Release form, completed by the Customer’s authorized support contact, upon submission of a support case to Deltek Services.

- Data transfers that are uploaded to Deltek’s data staging services or secure file transfer services are automatically deleted thirty days after initial creation or transfer without exception.
- The Deltek Services customer service portal uses defense-in-depth with multiple levels of security to protect information as well as network infrastructure through separately hosted, security-hardened pods with redundant firewalls and a demilitarized zone architecture.
- Data Transfers for Deltek SaaS Products: Deltek has regional cloud hosting environments configured with primary and secondary storage locations in various regions for operational efficacy and to minimize the centralization of data in extraterritorial jurisdictions. The secondary storage facilities are geographically remote from their primary data centers while remaining within one region, along with required hardware, software, and Internet connectivity, in the event production facilities at the primary data centers were to be rendered unavailable.
 - Deltek SaaS Products are designed to keep Customer Personal Data in the Customer-designated hosting region (e.g., EU, NA, APAC) to the extent practicable and any transfers of Personal Data are limited to what is necessary to Deltek’s Processing. This means that, in the ordinary course of using Deltek SaaS Products, Personal Data is maintained in the Customer-designated region and may be accessed by Deltek Personnel based in locations outside that region as necessary to maintain and ensure operational efficiency of Deltek SaaS Products.
- Change Management: Deltek follows a strict change management processes that addresses risks, testing, contingencies, communication, and authorization in a standardized process to ensure minimal impact to the Customer.
- Customer Data Backups: In accordance with Deltek’s backup practices, Customer Data, including inactive data, will be stored in backups. In Deltek SaaS Products, backups of Customer Data are taken nightly and retained for at least thirty (30) days and up to twelve (12) months, depending on the applicable record retention time periods and system capacity. This process is subject to applicable legal requirements as outlined in the underlying Agreement.
- Data Integrity and Quality: Customer’s Authorized Users have the capability to insert and import data elements, including Personal Data, at their discretion and may view and report on said data based on their use of the Deltek SaaS Product. Deltek does not control or manipulate the data entered by the Authorized Users, unless explicitly directed to do so by Customer.
- Data Segregation: Deltek utilizes a multi-tenant cloud hosting model for Deltek SaaS Products with logical segregation of client data. Controls are implemented at multiple layers to limit access to Customer Data to only their Authorized Users.
- Data Retention: At the end of the data life-cycle, a strict data purging practice ensures that all Customer Data is safely deleted if it is no longer necessary for the purpose for which it was Processed or when authorized Deltek Personnel are instructed to remove the data.

- **Transactional Data:** Upon termination of the Agreement, unless subject to an exception under applicable law, Customer Data Processed by Deltek SaaS Products is retained for no more than thirty (30) days, with the exception of Vantagepoint/Vision, which is retained for no more than six (6) weeks. During that time, Customers may request a copy of their database.
- **Service Logs:** System and service logs are retained for at least twelve (12) months.
- **Support Cases:** Attachments to support cases, which may include Personal Data, are deleted from Deltek support systems twelve (12) months after case closure.
- **Pseudonymization/Anonymization:** The methodology, capability, and scope of pseudonymizing or anonymizing Personal Data within the Deltek SaaS Product depends on the nature, scope, and context of the Processing undertaken by the Deltek SaaS Product in question. Customers may request additional information and assistance through Deltek Services.
- **Data Destruction:** Storage devices and technology used to store Customer Data are deleted from the Deltek SaaS Products when no longer in use or at the request of the Customer’s SaaS Administrator or authorized support contact. Deltek relies on cloud infrastructure providers for the enforcement of media decommissioning in accordance with industry best practices to ensure that media storing Customer Data is decommissioned securely.
Please note: this section does not apply to Specification Solution or GovWin products.
- **Disaster Recovery:** Deltek has disaster recovery plans in place and Deltek SaaS Products are tested at least once per year.

Encryption

Deltek implements encryption for data “in transit” and “at rest”. Due to differences in technology stacks, implementation details may vary by Deltek SaaS Product.

- **In Transit:** Access to Deltek’s production networks is over encrypted protocols. Deltek uses strong industry standard encryption technologies to protect Customer Data and communications in transit over the public internet/channels, including 128-bit TLS Certificates and 2048-bit public keys at a minimum. Additionally, during replication, Customer Data is encrypted during transmission between data centers.
- **At Rest:** Deltek implements encryption “at rest”. Disk volumes and object stores that are encrypted use industry standard AES-256 ciphers. Database encryption is realized through various technical implementations.

	Storage Encryption		Database Encryption	
	Volume (e.g., AWS EBS, Azure Disk, or similar)	Object (e.g., S3, Azure Blob)	Transparent Data Encryption	Column <small>*highly sensitive data only</small>

Ajera	X	X	X	
ConceptShare	X	X	X	
Costpoint	X	X	X	
Vantagepoint	X	X	X	
GovWin			X	
Collaboration	X	X	X	
Maconomy	X	X	X	
Project Information Management	X	X	X	
TrafficLIVE	X	X	X	
Talent Management	X	X		X
Vision	X	X	X	
Workbook	X	X	X	

Key Management

Deltek utilizes encryption key management services provided by industry-leading cloud infrastructure providers that are certified under multiple compliance schemes to be entrusted to control and protect this type of information. Encryption keys are created by the cloud infrastructure providers and maintained within the regional hosting locations. Access is infrequent, temporary, monitored, and subject to Deltek role-based access controls to small and select number of Deltek personnel. This practice aligns with industry standard for SaaS providers and Deltek’s controls maintain the confidentiality of Customer Data.

Vulnerability Management

The Deltek SaaS Products undergo recurring software and infrastructure vulnerability assessments by internal security personnel. Deltek security personnel leverage vulnerability and security assessment products and services to evaluate Deltek software and cloud infrastructure throughout the System Development Life-cycle. Identified vulnerabilities within software are addressed in accordance with Deltek’s policies and procedures.

Application penetration tests are performed on Deltek SaaS Products. Each Deltek SaaS Product goes through an annual penetration test. A summary copy of the most recent engagement is available upon request through Customer account representative(s). External, independent

parties are contracted to provide Deltek with an independent evaluation of security posture and practices applicable to Deltek SaaS Products and the cloud operating environment.

Vulnerability scans are performed on open source code used in Deltek SaaS Products. The findings of such evaluations are managed according to a continuous, risk-based, and contextual treatment approach factoring in critically, industry best practice, CVSS score, and Deltek information security policies.

Network Security

Deltek SaaS Product environments are secured and logically isolated using Virtual Networks (Azure), Virtual Private Clouds (AWS), and other network segmentation methodologies. Access to production networks is kept to the minimum extent necessary to maintain the Deltek SaaS Product. All networking protection follows a deny-by-default rule base across the Deltek Cloud that will only provide access to those that have been explicitly permitted.

Deltek also protects applies Network Security Groups on the individual computing instance as well as other layers within the Deltek Cloud including load balancers and subnet layer. At the edge of the Deltek Cloud are next-generation firewalls that provide additional layers of isolation and filtering, including intrusion detection and prevention services.

Patch Management

Deltek Personnel test, deploy, and verify relevant patches on Deltek SaaS Products across multiple platforms and geographies. Automated workflows allow patches to be installed easily and in a timely manner. Output from patching processes where patches cannot be applied in a timely manner is managed according to a continuous, risk-based, and contextual treatment approach.

User Authentication

Deltek applies least privilege access so that access to Deltek systems is made available only to those with a legitimate need to know, based on their role and guided by their job requirements. Deltek has documented policies and procedures that address access controls, credentials, authorization, remote access, and access review and revocation. With respect to access to or storage of Personal Data, Deltek ensures that its access is limited to the extent and time necessary for the purposes outlined in the Agreement.

- Access to application and network platforms is restricted and secured through the use of unique user identification, as well as multi-factor authentication (MFA) for remote access.
- Access reviews for privileged accounts are performed on a quarterly basis while general users are reviewed at least annually by system owners.
- Access may be revoked for any violations of Deltek information security policies.
- Access is promptly revoked in the event of a change in role such that Deltek personnel no longer requires such access (e.g., transfer, retirement, furlough, or termination).

Physical Security

Deltek's work facilities are secured and access is restricted for high-security areas. Personnel wear badges and must either scan the badge or enter access codes for entry. Visitors must register prior to entry.

Customer Data is hosted in Cloud Service Provider (CSP) data centers. Therefore, Deltek inherits physical security controls from its CSPs. These data centers facilities have access strictly controlled both at the perimeter and at building ingress points by professional security staff. Access to data center floors are further restricted by requiring two-factor authentication for authorized personnel. All physical access is logged and audited routinely.

The CSP data centers employ automatic fire detection and suppression equipment that utilizes smoke detection sensors in all data center environments, mechanical and electrical infrastructure spaces, chiller rooms, and generator equipment rooms. These areas are protected by either wet-pipe, double-interlocked pre-action, or gaseous sprinkler systems.

The CSP data center electrical power systems are designed to be fully redundant and maintainable without impact to operations, 24 hours a day, and seven days a week. Uninterruptible Power Supply (UPS) units provide back-up power in the event of an electrical failure for critical and essential loads in the facility. Data centers use generators to provide back-up power for the entire facility.

Climate control is required to maintain a constant operating temperature for servers and other hardware, which prevents overheating and reduces the possibility of service outages. CSP data centers are conditioned to maintain atmospheric conditions at optimal levels. Personnel and systems monitor and control temperature and humidity at appropriate levels.

Third Party Sub-processor Security

Prior to onboarding third party sub-processors, Deltek conducts an audit of their information security and privacy practices to ensure third party sub-processors provide the level of security and privacy appropriate to their access to Customer Data and the scope of the services they are engaged to provide. All Deltek third-party sub-processors are subject to data processing agreements, which include a lawful crossborder data transfer mechanism – if applicable, and require that they provide the same level of security that Deltek has promised to our customers. Throughout the term of their engagement, all Deltek third party sub-processors are required to abide by appropriate security, confidentiality, and privacy contract terms.

Data Privacy Office

Deltek's Data Privacy Office can be contacted at privacy@deltek.com. Additional information regarding Deltek's data protection and handling practices may be located on the [Privacy page](#) of the Security and Trust Center.

ANNEX III

LIST OF SUB-PROCESSORS

MODULE TWO: Transfer controller to processor

Deltek controls access to the infrastructure that stores and processes customer data used by Deltek’s SaaS products. Each of Deltek’s SaaS products contain multiple servers and services to deliver applications efficiently and effectively. Deltek SaaS products hosted in Amazon Web Service (AWS) are hosted in a primary region while backups are replicated to a secondary geographic region within the AWS Cloud. AWS regions include North America (storage in the US), EU (storage in Ireland and Germany), and ANZ (storage in Australia and Singapore). Deltek SaaS products hosted in Microsoft Azure are hosted in a primary region while backups are replicated to a secondary geographic region within the Azure Cloud. Azure regions include North America (storage in the US), EU (storage in Ireland and the Netherlands), Middle East and Africa (storage in South Africa and the UAE), Asia (storage in Hong Kong and Singapore), and Australia (storage in Australia).

By entering into the Agreement with Deltek, Customer has authorized the use of the following sub-processors:

PRODUCT	SUBPROCESSOR	FUNCTION	LOCATION	BASIS FOR PROCESSING
Ajera	Amazon Web Services, Inc. (AWS)	Cloud hosting provider	410 Terry Avenue North, Seattle, WA 98109-5210 USA	Data Processing Addendum Standard Contractual Clauses
	Veryfi	Intelligent character recognition (optional feature)	28 E 3rd Ave, Suite 201 San Mateo, CA 94401 USA	Data Processing Addendum Standard Contractual Clauses
ConceptShare*	Intercom	Usage analytics; user tutorials and guides	Intercom R&D Unlimited Company: 2nd Floor, Stephen	Data Processing Addendum Standard Contractual Clauses

			Court, 18-21 Saint Stephen's Green, Dublin, Ireland Intercom, Inc.: 55 2nd Street, 4th Fl., San Francisco, CA 94105 USA	
	Microsoft (Azure)	Cloud hosting provider	One Microsoft Way Redmond, WA 98052 USA	Data Processing Addendum Standard Contractual Clauses
	Oracle America, Inc.	Support and maintenance issue ticketing and communication system	500 Oracle Parkway Redwood Shores, CA 94065 USA	Data Processing Addendum Standard Contractual Clauses Binding Corporate Rules
	Twilio Inc. (fka SendGrid)	Outgoing email SMTP feature (Customer configurable)	101 Spear Street, 1 st Floor San Francisco, CA 94105 USA	Data Processing Addendum Standard Contractual Clauses Binding Corporate Rules
Costpoint	Amazon Web Services, Inc. (AWS)	Cloud hosting provider	410 Terry Avenue North, Seattle, WA 98109-5210 USA	Data Processing Addendum Standard Contractual Clauses

	Microsoft	Ticketing system and communication systems for engineering support	One Microsoft Way Redmond, WA 98052 USA	Data Processing Addendum Standard Contractual Clauses
	Oracle America, Inc.	Support and maintenance issue ticketing and communication system	500 Oracle Parkway Redwood Shores, CA 94065 USA	Data Processing Addendum Standard Contractual Clauses Binding Corporate Rules
	Veryfi	Intelligent character recognition (optional feature)	28 E 3rd Ave, Suite 201 San Mateo, CA 94401 USA	Data Processing Addendum Standard Contractual Clauses
Vantagepoint	Amazon Web Services, Inc. (AWS)	Cloud hosting provider	410 Terry Avenue North Seattle, WA 98109-5210 USA	Data Processing Addendum Standard Contractual Clauses
	Microsoft	Ticketing system and communication systems for support	One Microsoft Way Redmond, WA 98052 USA	Data Processing Addendum Standard Contractual Clauses
	Oracle America, Inc.	Support and maintenance issue ticketing and communication system	500 Oracle Parkway Redwood Shores, CA 94065 USA	Data Processing Addendum Standard Contractual Clauses Binding Corporate Rules

	Pendo.io, Inc.	Useage analytics; user tutorials and guides	150 Fayetteville Street, Suite #1400 Raleigh, NC 27601 USA	Data Processing Addendum Standard Contractual Clauses
	Plaid Inc.	Bank transaction aggregation and payment reconciliation automation (optional feature)	1098 Harrison Street San Francisco, CA 94103 USA	Data Processing Addendum Standard Contractual Clauses
	Veryfi	Intelligent character recognition to process invoices and receipts (optional feature)	28 E. 3rd Ave., Ste 201, San Mateo, CA 94401 USA	Data Processing Addendum Standard Contractual Clauses
GovWin	Gainsight	Customer onboarding, task management, account review, and email logging	1400 Bridge Parkway Suite 101 Redwood City, CA 94065 USA	Data Processing Addendum Standard Contractual Clauses
	Pendo.io, Inc.	Usage analytics; user tutorials and guides	150 Fayetteville Street Suite #1400 Raleigh, NC 27601 USA	Data Processing Addendum Standard Contractual Clauses
	Salesforce.com, Inc.	Tracking and managing customer support cases	The Landmark @ One Market Street	Data Processing Addendum

			San Francisco, CA 94105 USA	Standard Contractual Clauses Processor Binding Corporate Rules
Deltek Collaboration	Amazon Web Services, Inc. (AWS)	Cloud hosting provider	410 Terry Avenue North Seattle, WA 98109-5210 USA	Data Processing Addendum Standard Contractual Clauses
Maconomy	Amazon Web Services, Inc. (AWS)	Cloud hosting provider	410 Terry Avenue North Seattle, WA 98109-5210 USA	Data Processing Addendum Standard Contractual Clauses
	Google Analytics	Product usage monitoring and operational statistics	1600 Amphitheatre Parkway Mountain View, CA 94043 USA	Data Processing Addendum Standard Contractual Clauses
	Oracle America, Inc.	Support and maintenance issue ticketing and communication system	500 Oracle Parkway Redwood Shores, CA 94065 USA	Data Processing Addendum Standard Contractual Clauses Binding Corporate Rules
	Veryfi	Intelligent character recognition (optional feature)	28 E. 3rd Ave., Ste 201, San Mateo, CA 94401 U.S.A.	Data Processing Addendum Standard Contractual Clauses
Project Information Management(PIM)	Amazon Web Services, Inc. (AWS)	Cloud hosting provider	410 Terry Avenue North, Seattle, WA 98109-5210 USA	Data Processing Addendum Standard Contractual Clauses

Talent Management*	Amazon Web Services, Inc. (AWS)	Cloud hosting provider	410 Terry Avenue North Seattle, WA 98109-5210 USA	Data Processing Addendum Standard Contractual Clauses
	Google Analytics	Google Maps API and ReCAPTCHA functionality	1600 Amphitheatre Parkway Mountain View, CA 94043 USA	Data Processing Addendum Standard Contractual Clauses
	Microsoft	Ticketing system and communication systems for engineering support	One Microsoft Way Redmond, WA 98052 USA	Data Processing Addendum Standard Contractual Clauses
	Oracle America, Inc.	Support and maintenance issue ticketing and communication system for customer care support	500 Oracle Parkway Redwood Shores, CA 94065 USA	Data Processing Addendum Standard Contractual Clauses
TrafficLIVE*	Amazon Web Services, Inc. (AWS)	Cloud hosting provider	410 Terry Avenue North Seattle, WA 98109-5210 USA	Data Processing Addendum Standard Contractual Clauses
	Google Analytics	Product usage monitoring and operational statistics	1600 Amphitheatre Parkway Mountain View, CA 94043 USA	Data Processing Addendum Standard Contractual Clauses

Vision	Amazon Web Services, Inc. (AWS)	Cloud hosting provider	410 Terry Avenue North Seattle, WA 98109-5210 USA	Data Processing Addendum Standard Contractual Clauses
	Microsoft	Ticketing system and communication systems for support	One Microsoft Way Redmond, WA 98052 USA	Data Processing Addendum Standard Contractual Clauses
	Oracle America, Inc.	Support and maintenance issue ticketing and communication system	500 Oracle Parkway Redwood Shores, CA 94065 USA	Data Processing Addendum Standard Contractual Clauses Binding Corporate Rules
WorkBook	Google Analytics	Product usage monitoring and operational statistics	1600 Amphitheatre Parkway Mountain View, CA 94043 USA	Data Processing Addendum Standard Contractual Clauses
	Microsoft (Azure)	Cloud hosting provider	One Microsoft Way Redmond, WA 98052 USA	Data Processing Addendum Standard Contractual Clauses
	Oracle America, Inc.	Support and maintenance issue ticketing and communication system	500 Oracle Parkway Redwood Shores, CA 94065 USA	Data Processing Addendum Standard Contractual Clauses Binding Corporate Rules

	Twilio Inc. (fka SendGrid)	Outgoing email SMTP feature (Customer configurable)	101 Spear Street, 1 st Floor San Francisco, CA 94105 USA	Data Processing Addendum Standard Contractual Clauses Binding Corporate Rules
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Exhibit 3

Deltek Customer Cross Border Privacy Addendum

(Customer and Deltek shall enter into this Customer Cross Border Privacy Addendum if, in the performance of the Agreement, Customer may be transferring Personal Data from the Asia-Pacific region to a Deltek entity located in another jurisdiction that does not share a data protection legislative framework.)

1. Purpose and Scope. The purpose of the Customer Cross Border Privacy Addendum (“**CBPA**”) is to ensure compliance with applicable Privacy Laws related to the flow of Personal Data originating from APAC and being transferred to different jurisdictions, such as the United States, that do not share a common legislative or regulatory framework of principles governing the Processing of Personal Data.
2. Definitions.
 - 2.1. “**APAC**” includes Member Economies of the Asia-Pacific Economic Cooperation, including Cambodia, India, and Laos and excluding the Russian Federation, Canada, the United States, Mexico, Peru, and Chile.
 - 2.2. “**Privacy Rules**” means APAC intraregional frameworks for information privacy protection and any other enforceable laws, codes, regulations, or guidelines regulating the collection, use, disclosure and/or free movement of Personal Data to the Processing of Personal Data in the APAC region.
3. Customer Obligations. Customer is responsible for providing appropriate information and obtaining any required consent from its users of the Services and/or Products in accordance with applicable Privacy Rules prior to any Processing of Personal Data by and through the Services and/or Products. If Customer fails to comply with local requirements, Customer must immediately notify Deltek and the parties shall work together in good faith to implement the terms of this CBPA in a manner that accommodates the terms of the Agreement and the Customer’s and Deltek’s respective obligations to secure privacy protections under the Privacy Rules, to the greatest extent possible.
4. Deltek Obligations. Deltek ensures appropriate technical, administrative, and organizational security measures are in place as described in Section 4.1 of the Privacy Terms and Appendix 2 to Exhibit 2 - Schedule 1 to prevent misuse of Personal Data and provide Customer with a level of security proportionate to the likelihood and risk of Personal Data Breach. Deltek takes reasonable steps with respect to its Processing to ensure Personal Data is protected in accordance with the Privacy Rules as applicable.
5. Individual Access Rights. Subject to specific conditions, Privacy Rules may grant individuals certain rights to, for example, obtain confirmation and/or information regarding the Personal Data collected and Processed about them or rectify their Personal Data. In these circumstances, Deltek shall comply with Section 5 of the Privacy Terms.
6. Integration. This CBPA applies in addition to, not in lieu of, any other terms and conditions agreed upon between the parties, except as specifically and expressly agreed in writing with explicit reference to this CBPA. This CBPA shall not replace any additional rights relating to the use or transfer of Personal



Data previously negotiated by Customer in the Agreement. In the event of inconsistencies between the provisions of this CBPA and the Agreement, the provisions of this CBPA shall prevail with regard to the parties' data protection obligations under applicable Privacy Laws.