These Professional Services Terms ("**Agreement**"), including any applicable addenda, annexes, exhibits, or other similar agreements, constitute a legal agreement between you, your employer, or other entity on whose behalf you enter into this Agreement (the "**Customer**"), and Apttus Corporation ("**Apttus**"). This Agreement applies only to the extent that Customer and Apttus execute a Statement of Work ("SOW") for the provision of Professional Services to be provided by Apttus for Customer.

YOU MUST READ AND AGREE TO THIS AGREEMENT PRIOR TO DOWNLOADING AND/OR USING THE SUBSCRIPTION SERVICES. BY CLICKING ON THE "ACCEPT" BUTTON, SIGNING AN ASSOCIATED ORDER, OR DOWNLOADING, INSTALLING AND/OR USING THE SUBSCRIPTION SERVICES, YOU ARE AGREEING TO BE BOUND BY THE TERMS ON BEHALF OF CUSTOMER.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF YOUR EMPLOYER OR ANOTHER LEGAL ENTITY, THEN YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT ENTITY AS THE CUSTOMER.

Apttus may amend this Agreement from time to time by posting an amended version at its website and sending Customer notice thereof (an email to Customer's project sponsor or designated contact shall be deemed sufficient in this case). Such amendment will be deemed accepted and become effective thirty (30) days after such notice (the "**Proposed Amendment Date**") unless Customer first gives Apttus written notice of rejection of the amendment. In the event of such rejection, this Agreement will continue in its existing form, and the amendment will become effective at the start of Customer's next Subscription Term following the Proposed Amendment Date. Customer's continued use of the Subscription Services following the Proposed Amendment Date will confirm Customer's consent thereto. This Agreement may not be amended in any other way except through a written agreement by authorized representatives of each party.

Whereas, Customer wishes to have Apttus provide certain Professional Services pursuant to one or more SOWs.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. PROFESSIONAL SERVICES.

1.1 Scope. Apttus will provide such professional services as are specifically described in the applicable SOW ("**Professional Services**"), and Customer will reasonably cooperate with Apttus with regard to performance of Professional Services. The requirements of a SOW may be altered only through a change order executed by both parties.

1.2 Acceptance. Unless otherwise set forth in a SOW, configured software environments and other materials provided through Professional Services ("**Deliverables**") will be considered accepted upon written notice thereof (e-mail sufficient) from Customer or two (2) business days from delivery if Customer has not first

provided written notice of rejection, provided Customer may only reject Deliverables to the extent that they materially fail to conform to their specifications set forth in the SOW. To be effective pursuant to the preceding sentence, notice of rejection must specifically disclose the material failure to conform to its specifications. In response to rejection, Apttus may revise and redeliver the Deliverable, and thereafter the procedures of this Section 1(b) will repeat.

2. FEES & PAYMENT TERMS.

2.1 Payment. Customer will pay Apttus the fees specified in each SOW. Unless the SOW provides otherwise, Customer will pay Apttus within thirty (30) calendar days from the date of invoice. All payments made under SOWs will be made in US dollars.

2.2 Other Expenses. Customer will reimburse Apttus for travel time and other expenses incurred in performance of Professional Services pursuant to the Apttus travel policy (a copy of which will be made available upon request).

2.3 Taxes. Unless explicitly set forth otherwise, fees set forth in a SOW do not include any local, state, federal or foreign taxes, levies or duties of any nature ("Taxes"). In the event that Apttus is legally obligated to collect Taxes, such taxes will be set forth in the applicable invoice. Customer is responsible for paying all Taxes, excluding only taxes based on Apttus' income and personal property. If Apttus has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Apttus with a valid tax exemption certificate authorized by the appropriate taxing authority. Where Taxes are based upon the location(s) receiving the benefit of the Professional Services, Customer has an ongoing obligation to notify Apttus of such location(s) if different than Customer's business address listed in this Addendum.

2.4 Overdue Payments. Unpaid invoices not the subject of a written good faith dispute are subject to a finance charge at the rate of one percent (1%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, plus all reasonable expenses of collection.

3. TERM AND TERMINATION.

3.1 Term. Each SOW will continue for the term set forth therein, if any. Unless earlier terminated as set forth below, these PS Terms will continue until termination or expiration of the SOW.

3.2 Termination. Unless the SOW provides to the contrary, Customer may terminate a SOW for convenience upon thirty (30) days' written notice to Apttus. Either party may terminate a SOW or these PS Terms for the other's material breach of such SOW or PS Terms, as applicable, on thirty (30) days' written notice, provided that if the other party cures the breach before expiration of such notice period, the SOW will not terminate. Additionally, all SOWs will immediately terminate upon termination or expiration of the MSSA or these PS Terms.

3.3 Effect of Termination. Upon termination of a SOW: (1) if such SOW provides for an hourly or per unit fee,

Customer will pay Apttus such fee for the work performed up to the date of termination; and (2) if the SOW provides for a fixed fee, Customer will pay Apttus the reasonable value of the Professional Services received from Apttus up to the termination date. Termination of a SOW for any reason, including without limitation breach, will not terminate any other SOW.

4. INTELLECTUAL PROPERTY IN DELIVERABLES. Apttus owns and retains ownership of all Deliverables, including without limitation, preexisting software and other materials incorporated into Deliverables and new software and other materials created during Professional Services and incorporated into Deliverables. Customer receives no intellectual property rights to any Deliverable except to the extent that the applicable SOW provides a license thereto (e.g., with regard to client-side software). In the absence of such license, Customer's sole right with regard to Deliverables is to use them in conjunction with the subscription services during the applicable subscription term(s) subject to any additional subscription services licensing terms pursuant to other agreements between the parties. Further Apttus owns and retains ownership of other technology, software, hardware, products, processes, algorithms, user interfaces, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information as related to Apttus' subscription services (collectively, "**Apttus Technology**");

5. WARRANTY. Professionalism & Function. Apttus warrants that all Professional Services will be performed in a professional manner and materially in conformance with the SOW. Apttus further warrants that the Deliverables will conform to their specifications set forth in the SOW. Customer's sole remedy and Apttus' sole liability and responsibility for breach of any warranty in this Section 5 will be for Apttus to re-perform the Professional Services in question, including creation of Deliverables.

6. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH SECTION 5 ABOVE, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, APTTUS AND ITS THIRD PARTY PROVIDERS DISCLAIM ALL WARRANTIES OF ANY KIND RELATED TO THE DELIVERABLES OR THE PERFORMANCE OF PROFESSIONAL SERVICES HEREUNDER, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. APTTUS DOES NOT WARRANT THE RELIABILITY, TIMELINESS, SUITABILITY, OR ACCURACY OF THE DELIVERABLES OR THE RESULTS CUSTOMER MAY OBTAIN BY USING THE DELIVERABLES. IN PARTICULAR, APTTUS DOES NOT WARRANT UNINTERRUPTED OR ERROR- FREE OPERATION OF THE DELIVERABLES, THAT THE DELIVERABLES WILL CONTINUE TO FUNCTION WITH ANY SUBSCRIPTION SERVICES AFTER THE EXPIRATION OF THE APPLICABLE WARRANTY PERIOD, OR THAT APTTUS WILL CORRECT ALL DEFECTS OR PREVENT THIRD PARTY DISRUPTIONS OR UNAUTHORIZED THIRD PARTY ACCESS.

7. CONFIDENTIALITY.

7.1 Definition of Confidential Information. As used herein, "**Confidential Information**" means all confidential and proprietary information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be

confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Addendum (including pricing and other terms reflected in all SOWS hereunder), customer data, subscription services, the Apttus Technology, business plans, technology and technical information, screen and product designs, interoperability of any subscription services with third-party products and software, and business processes. Confidential Information will not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

7.2 Non-Disclosure and Use Restrictions. The Receiving Party will not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Addendum, except with the Disclosing Party's prior written permission. If the Receiving Party is required by law or court order to disclose Confidential Information, it will give prior written notice to the Disclosing Party (to the extent legally permitted) and reasonable assistance at the Disclosing Party's cost to contest the disclosure.

7.3 Protection. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event will either party exercise less than reasonable care in protecting such Confidential Information. The Receiving Party will limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Addendum and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein for the protection of Confidential Information.

7.4 Indemnity Miscellaneous. Notwithstanding the foregoing, Customer acknowledges and agrees that (i) multiple customers may require similar customizations or configurations to subscription services and that Apttus may be developing similar customizations or configurations for other third parties, (ii) Apttus may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information of Customer, (iii) nothing will prohibit Apttus from developing or having developed for it customizations, configurations, feature, concepts, systems or techniques that are similar to the Deliverables, and (iv) nothing will prohibit Apttus from re-using with another customer or making generally available as part of subscription services all or part of any customization, feature, concept, system or technique developed hereunder.

8. IP INDEMNITY.

8.1 Indemnification by Apttus. Subject to this Addendum, Apttus will (i) defend, or at its option settle, any claim, demand, action or legal proceeding ("Claim") made or brought against Customer by a third party alleging that the use of the Deliverable(s) as contemplated hereunder directly infringes the intellectual property rights of such third party, and (ii) pay (a) any final judgment or award directly resulting from such Claim to the

extent such judgment or award is based upon such alleged infringement or (b) those damages agreed to by Apttus in a monetary settlement of such Claim. Apttus' obligations to defend or indemnify will not apply to the extent that a Claim is based on (I) Customer Data, Customer's or a third party's technology, software, materials, data or business processes; (II) a combination of the Deliverable(s) with non-Apttus products or services; or (III) any use of the Deliverable(s) not in compliance with this Addendum. In the event of a Claim, Apttus may, in its discretion and at no cost to Customer (A) modify the Deliverable(s) so that they are no longer the subject of an infringement claim, (B) obtain a license for Customer's continued use of the Deliverable(s) in accordance with this Addendum, or (C). to suspend use of the Deliverable in question and refund to Customer a pro rata portion of the fees paid for every month during which Customer is prevented from using the infringing Deliverable as a result of such infringement, during the first three years after delivery of such Deliverable.

8.2 Indemnification by Customer. Subject to this Addendum, Customer will (i) defend, or at its option settle, any Claim made or brought against Apttus by a third party alleging that (I) Customer Data, Customer's or a third party's technology, software, materials, data or business processes; (II) a combination of the Deliverables with non-Apttus products or services; or (III) Customer's use of the Deliverables , other than as authorized in this Addendum, violates applicable law or regulations or infringes the intellectual property rights of, or has otherwise harmed, a third party; and (ii) pay (a) any final judgment or award directly resulting from such Claim, or (b) or those damages agreed to in a monetary settlement of such Claim.

For clarity, THIS SECTION 8 STATES APTTUS' SOLE OBLIGATION, AND CUSTOMER'S SOLE REMEDY, WITH REGARDS TO CLAIMS THAT THE DELIVERABLES INFRINGE ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

9. LIMITATION OF LIABILITY. EXCEPT FOR CUSTOMER'S PAYMENT OBLIGATIONS SET FORTH IN SECTION 2, NEITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE PS TERMS OR ANY SOW SHALL, IN THE AGGREGATE, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER UNDER THE APPLICABLE SOW TO WHICH THE CLAIM RELATES. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. THE FOREGOING LIMITATION WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW. NO PARTY WILL BE LIABLE UNDER ANY CONTRACT, TORT, NEGLIGENCE STRICT LIABILITY OR OTHER THEORY, FOR ANY (i) ERROR OR INTERRUPTION OF USE, INACCURACY OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICE OR TECHNOLOGY, OR LOSS OF BUSINESS OR DATA; (ii) LOST PROFITS, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (iii) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES; OR (iv) FOR ANY MATTER BEYOND ITS REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

10. MISCELLANEOUS

10.1 Construction. In the event of a conflict, the provisions of these PS Terms will prevail over those of a SOW. Neither party's acts or omissions related to Professional Services, to a SOW, or to these PS Terms, including

without limitation breach of a SOW or of these PS Terms, will give the other party any rights or remedies not directly related to the SOW in question.

10.2 Independent Contractor. The relationship between the parties will be that of an independent contractor and nothing in this Agreement should be construed to create a partnership, agency, joint venture, or employer-employee relationship between Apttus and Customer (including Customer's employees and contractors, or conversely to Apttus' employees and contractors). Customer is not the agent of Apttus, nor is Apttus agent of Customer, and therefore neither party is authorized to make any representation or commitment on behalf of the other party. Neither party is, nor will be entitled to any of the benefits that the other party may make available to its employees, such as group insurance, profit sharing or retirement benefits. Each party agrees to accept exclusive liability for complying with all applicable state and federal laws governing self-employed individuals, including obligations such as payment of taxes, social security, disability and other contributions based on fees paid to the other party, its agents or employees under this Agreement.

10.3 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

10.4 Notices. All legal or dispute-related notices will be sent by first class mail or express delivery, if to Apttus, attention Chief Legal Officer, at 1400 Fashion Island Blvd., Suite 100, San Mateo, California 94404, U.S.A., and if to Customer, to Customer's account representative and address on record in Apttus' account information or such other addresses as either party may designate in writing from time to time.

10.5 Force Majeure. Neither party will be responsible for failure or delay of performance if caused by an act of nature, war, hostility or sabotage; an electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); or other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than twenty (20) days, either party may cancel unperformed Professional Services upon written notice.

10.6 Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Addendum will constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

10.7 Severability. If any provision of this Addendum is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Addendum will remain in effect.

10.8 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior express written consent of the other party. Notwithstanding the foregoing, either party may assign this Addendum together with all rights and obligations hereunder, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party (provided that the assignee agrees in writing to be bound by all terms and conditions of this Addendum) by providing the non-assigning party with

prompt written notice of assignment. Any attempt by a party to assign its rights or obligations under this Addendum in breach of this Section will be void and of no effect. Subject to the foregoing, this Addendum will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

10.9 Governing Law and Venue. This Addendum will be governed exclusively by the internal laws of the State of California, without regard to its conflicts of laws rules. The state and federal courts located in San Francisco County, California will have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Addendum. Each party hereby consents to the exclusive jurisdiction of such courts. Each party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Addendum.

10.10 Export Control Laws. The use and delivery of the Professional Services, Deliverables, and technology is subject to the jurisdiction of the United States, including regulations issued by the Department of Commerce, Department of State, the International Trade Administration, and the Bureau of Export Administration. Each party will comply with all United States and foreign export control laws or regulations applicable to its performance under this Addendum. Customer understands that it will receive the Deliverables under a United States distribution license and restrictions on re-export or use to facilitate transactions with embargoed individuals or companies must be complied with.

10.11 Entire Agreement. This Addendum, including all exhibits and addenda hereto and all SOW(s) and change orders executed hereunder, constitute the entire agreement between the parties, and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Addendum will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation will be incorporated into or form any part of the terms of this Addendum, and all such terms or conditions will be null and void.