

Application Management Support (“**AMS**”) allows Customers to offload ongoing application maintenance activities and receive advice and guidance from Apttus product experts. AMS is generally made available as a renewable subscription (certain # of FTEs (Full Time Equivalent) per time period, e.g. FTEs per year) for the duration set forth in the applicable Order.

These Application Management Support Terms & Conditions (“**Terms**”) constitute a legal agreement between you or your employer or other entity on whose behalf you agree to these Terms (the “**Customer**”) and Apttus Corporation (“**Apttus**”).

IF YOU ARE AGREEING TO THESE TERMS 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.

AMS is considered an extension of Apttus technical support and governed by the applicable terms of the Master Subscription Services Agreement (whether formed by separately executed agreement or via acceptance of the Master Subscription Services Agreement located at <http://legal.apttus.com/#apttus-master-subscription-services-agreement>) in place between Customer and Apttus (“**Agreement**”). Capitalized terms used but not defined herein have the meanings assigned to them in the Agreement and the applicable Order.

These Terms apply in addition to the Agreement. In the event of any conflict between these Terms and the Agreement, these Terms shall prevail to the extent of any inconsistency. In the event of any conflict between these Terms and any Order executed hereunder, these Terms shall prevail to the extent of any inconsistency, except with regard to any provision of any Order that specifically identifies a conflicting provision of these Terms and states that the conflicting provision of these Terms does not prevail.

Apttus may amend these Terms from time to time by posting an amended version at its website and sending Customer notice thereof (an email to Customer’s project sponsor shall be deemed sufficient in this case). Such amendment will be deemed accepted and become effective 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, these Terms will continue under their original provisions, and the amendment will become effective at the start of Customer’s next AMS term following the Proposed Amendment Date. Customer’s continued use of the services purchased hereunder following the effective date of an amendment will confirm Customer’s consent thereto. These Terms may not be amended in any other way except through a written agreement by authorized representatives of each party.

1. The initial term and applicable invoice dates for an AMS subscription are indicated on the applicable Order. Subscription fees for AMS shall be non-refundable. Any unused FTE units will expire at the end of the applicable term. The total FTEs purchased by Customer are subject to a maximum threshold of 150 hours per month per FTE unit. FTE units may not be carried over to the following month, unless otherwise set forth in the applicable Order.

2. Unless otherwise set forth in a separate Master Subscription Services Agreement, or equivalent software subscription agreement, the fees for each renewal term will increase by 5% over the fees for the prior twelve (12) months. The number of FTEs required to complete a Customer request may be estimated in a level of effort document (“**Level of Effort**”). The Level of Effort is an estimate only. The actual FTEs used may be less, or more, than the original estimate. If the actual FTEs must exceed the FTEs available to the Customer for the then current term, additional AMS FTEs may be purchased via a separately executed Order. Unless otherwise set forth in such separate Order, the additional AMS FTEs shall expire coterminous with Customer’s then existing AMS FTEs. Upon Apttus’ request, Customer will provide Apttus with requirements and other detailed information (including cases, deployment plans, and further documents) to allow Apttus to be able to provide a

Level of Effort.

3. Customer is responsible for thoroughly testing AMS configurations in sandbox and production orgs and will provide written approval and acceptance of the configurations upon successful completion. Any change or adjustment to the configuration thereafter requires a new Level of Effort and is not covered under the original Level of Effort.

4. If any work product or deliverable ("**Deliverable**") is created or derived via AMS, Apttus shall own all Deliverables, as well as, and including, any feature enhancements, customizations, or derivative works made to the Subscription Services, provided Customer shall own all Customer Data and Customer Confidential Information..

5. Some Customer requests may, depending on their complexity or size and in Apttus' sole discretion, not be covered by AMS, including, without limitation, integrations (which will be referred to Apttus Professional Services) and training classes (which will be referred to the Apttus Education Services).

6. Customer will grant AMS representatives full admin access to the production and sandbox orgs as necessary for the provision of AMS hereunder. AMS representatives may provide temporary access for, consult with, or assign work to, other Apttus employees such as engineers, developers, or product managers from time to time to complete Customer's request.

7. Any time spent for research, investigation, discovery, meetings, phone calls, testing, and any other activities directly related to the Customer request will be logged as billable time.

8. All AMS is performed remotely (i.e. there will be no travel).

9. AMS hours of coverage are as follows:

(i) Off-Shore hours are between 1 PM and 10 PM IST;

(ii) On-Shore hours are between 8 AM and 5 PM PST; and/or

(iii) Apttus and Customer may agree to work within typical hours for Customer's time zone during the work week (Monday through Friday, except holidays).

10. A named AMS representative may be temporarily replaced by another AMS representative in case of vacation, training assignments, or similar absences.

11. Apttus may refuse to perform a Customer request due to high risk or any other relevant reason. Apttus is not responsible for any financial loss incurred by Customer resulting from any change implemented in their Salesforce.com or Apttus environments by AMS.

