

These Product Specific Terms (“**Terms**”) are between Customer and Apttus Corporation (“**Conga**”) and govern Conga’s delivery of the Subscription Services defined herein to Customer and Customer’s use of those Subscription Services. The Terms are incorporated into the Master Services Agreement, located at <http://legal.apttus.com/#master-services-agreement>, or similar subscription agreement, (“**Agreement**”) between Customer and Conga, and shall control and prevail in the event of any conflict or inconsistency between these Terms and the Agreement strictly related to the subject matter herein.

The product specific terms in Section 3 apply to Customer when the applicable Subscription Services are identified in an Order. When the term “Subscription Service” is used with a specific product, then that clause only applies to that product (e.g. Conga Sign for Salesforce Subscription Service) only. When “Subscription Service” is used on its own, it applies to all products applicable to that section.

1. Definitions:

“**Conga Composer Advanced Features**” may include, but are not limited to, URL access to Conga Composer Subscription Service generated documents, SMS features, analytics for Conga Composer Subscription Service generated documents, and advanced customer templates used with the Conga Composer Subscription Service.

“**Conga Sign Transaction**” means the sending of a single document or set of documents at one time from the Conga Sign Subscription Service for Electronic Signature to one or multiple parties in a single action regardless of whether all, part, or none of the parties sign the document.

“**Customer Data**” means all electronic data or information submitted by Customer to the Subscription Service.

“**Electronic Signature**” means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.

“**Other Signing Parties**” businesses or consumers who participate in an Electronic Signature transaction but are not the direct customer of Conga for that transaction.

“**Salesforce.com Service**” means the service provided by salesforce.com, inc. to which Customer must have a separate license in order to obtain or use the Subscription Service.

“**Service Event**” means (i) the execution of a single Conga Composer Subscription Service URL triggered via link or button, Conga Trigger Subscription Service, Conga Batch Subscription Service, or by any programmatic means, (ii) the generation of any letter, label, or envelope output file from Conga Mail Merge Subscription Service containing one or more letters, labels, or envelopes, or (iii) the scheduled execution of an individual Conga Batch, regardless of whether any output file is distributed.

“**SMS Event**” means SMS (cellular text) sent from the Conga Sign Subscription Service for identity authentication based on Customer’s configuration and whether the SMS is delivered or read.

“**Transaction Data**” information collected and stored by Conga that details the circumstances surrounding the Electronic Signature transaction such as date and time, and unique identifying information of the signatories (e.g. email address, IP address, SMS number, etc.).

2. Terms Applicable to All Subscription Services in This Terms:

A. Conga has implemented and will maintain appropriate security measures based upon industry best practices, feedback from third-party audits, applicable laws or regulations. The current Subscription Service security information and procedures are available at <https://conga.com/security-data-sheets>. Conga may, from time to time, update these security procedures but will not materially reduce the procedures nor protection of Customer Data.

B. Conga will provide support and service levels for the Subscription Service in accordance with the Agreement or as otherwise stated in an Order.

C. Conga may require the Subscription Services to be downloaded from the Salesforce AppExchange and management of

Users by Customer through Salesforce License Management Application (LMA) or other LMA within the applicable Subscription Service.

D. Conga may remotely audit Customer's use of the Subscription Service to ensure such use is in accordance with the number of Users, Services Events, and SMS Events in the applicable Order(s). If Customer exceeds the authorized number of Users, SMS Events, or Service Events licensed, Conga may invoice Customer for the excess use.

E. Customer acknowledges and agrees that the Salesforce.com Service is not included with Customer's purchase of the Subscription Service, as defined herein.

3. Product Specific Terms:

A. The following terms apply to Conga Batch, Conga Composer, Conga Composer Advanced Features, Conga Contracts for Salesforce, Conga Trigger, and Conga Mail Merge Subscription Services:

I. Customer acknowledges and agrees that with each use of the Subscription Service initiated by Customer's Salesforce.com Service authenticated users, the Subscription Service will access Customer's Salesforce.com Service account to retrieve, manipulate, process, and modify Customer Data based on Customer's configuration of the Subscription Service and Customer expressly consents to such access. If the Subscription Service cannot for any reason outside of Conga's control, access Customer's Salesforce.com Service, Conga will be excused from any nonperformance of the Subscription Service. Customer acknowledges that to provide the Subscription Service, Customer Data leaves the salesforce.com system.

II. Customer's license to Conga Batch and Conga Trigger are subject to the number of Service Events purchased in an Order.

III. Customer Data stored by Conga in providing the Subscription Service shall be deleted by Conga within 90 days of termination or expiration of Agreement. Conga does not have any obligation to return Customer Data stored by Conga.

IV. The Order for the Subscription Service will identify the User types and/or edition of the Subscription Service applicable to Customer's subscriptions.

V. Customer Data is not backed up with the Subscription Service.

B. The following terms apply to Conga Grid and Conga Orchestrate Subscription Services:

I. Customer is responsible for disabling or enabling Subscription Service features using the Subscription Service's settings page that grants and/or removes features and functionality either globally, per Salesforce Security Profile, or per User. Customer is responsible for managing the Users within the Salesforce Security Profiles. Customer is responsible for understanding the Subscription Service's features that are granted or disabled either globally or on a per Security Profile basis.

II. The Subscription Service does not store Customer Data. Customer acknowledges that when Customer uses the Subscription Service, Customer can make permanent changes and edits to Customer's data in Customer's Salesforce.com Service instance, including mass updates and mass deletions, just as Customer can do directly through Customer's Salesforce.com Service. Customer is solely liable and responsible for the results and outcomes of Customer's use of the Subscription Service.

C. The following terms apply to Conga Sign for Salesforce, Conga Sign for Conga Contracts, and Conga Sign for Conga Collaborate Subscription Services:

I. Customer may license the Subscription Service on a per User basis with unlimited Conga Sign Transactions or on a per Conga Sign Transaction basis as identified on an Order.

II. Transaction Data will be maintained by Conga in perpetuity. Customer and Other Signing Parties may access, during the term of the Agreement for the Subscription Service, audit trail information that provides the details of the Electronic Signatures. Completed documents are returned to Other Signing Parties and Customer via email by attachment or

through a link in an email to access the completed document and additionally, are returned to Customer in Customer's Salesforce.com Service, Conga Collaborate Subscription Service, or Conga Contracts Subscription Service. The Subscription Service may allow configuration to not deliver the final signed document and audit trail automatically to Customer and/or Other Signing Party and when such configuration is used by Customer, Customer is solely responsible for the delivery to Other Signing Party. The delivery of the completed documents to Other Signing Party and back to Customer as described herein satisfies any requirement for return of Customer Data in the Agreement. Transaction Data shall not be considered Customer Data.

III. Enforceability of electronic signatures is based on the jurisdictions of the signatories. Electronic signatures are enforceable in most common-law jurisdictions. Please be aware that not all documents are appropriate for Electronic Signature under the law of some jurisdictions (i.e. wills, real estate deeds). The Subscription Service complies with the Electronic Records and Signatures in Commerce Act (ESIGN 15 U.S.C. Chapter 96), eIDAS (910/2014/EC), and Uniform Electronic Transactions Act (UETA). Please consult legal counsel for specific information concerning the laws governing Customer's transaction. When consumers (as opposed to businesses) are participating in an Electronic Signature transaction, additional rules and regulations may require additional requirements, such as consumer consent disclosures or the consumer's affirmative consent to the use of Electronic Signature with the ability to withdraw their consent if they so choose. Conga does not warrant the enforceability or validity of electronic signatures in any particular jurisdiction or circumstance.

D. The following terms apply to the Conga Contracts Subscription Service:

I. Upon termination of the Subscription Service, Conga shall return Customer Data maintained in the Subscription Service in a PostgreSQL format at no fee, within 15 business days from the date of termination. If Customer requests Customer Data in a custom format Customer shall pay time and materials for such custom format (as agreed upon by Conga and Customer). Conga shall delete all Customer Data from the Subscription Service within a reasonable time after delivery of Customer Data. For the avoidance of doubt, Customer can download Customer's documents and files stored in the Subscription Service, in the format they are stored, at any time during Customer's access to the Subscription Service. Conga may maintain Customer Data in an archived backup form for up to 12 months from expiration or termination of the Agreement which will be deleted a rolling monthly basis.

II. The Order for the Subscription Service will identify the User types and/or edition of the Subscription Service applicable to Customer's subscriptions.

E. The following terms apply to the Conga Collaborate Subscription Service:

I. All access and interactions between the Subscription Service and Customer's Salesforce.com Service account, other customer relationship management third-party software, and Customer's Subscription Service account are managed exclusively by Customer through Customer's administration and security settings.

II. Customer may retrieve Customer's documents stored within the Subscription Service within 30 days after termination of the Subscription Service. Any documents or Customer Data not retrieved by Customer will be deleted after 90 days.

F. The following terms apply to the Conga AI Analyze Subscription Service:

I. The Subscription Service will use Customer Data to train the machine learning models for Customer's instance of the Subscription Service. Customer Data is not used to train models for other Conga customers.

II. Conga will delete all Customer Data and any model data from the Subscription Service within 90 days after termination of the Subscription Service. Customer Data may be downloaded by Customer during Customer's access to the Subscription Service.

III. Customer Data is not backed up with the Subscription Service.