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IF YOU ARE ENTERING INTO THIS SOW 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 SOW 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 SOW will continue in its existing form, and the amendment will become effective at the start of Customer’s next purchase of Professional Services meant to be governed by this SOW following the Proposed Amendment Date. Customer’s continued use of the Professional Services hereunder 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 this SOW,

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

Definitions:

“**Project**” refers to the scope of services, including performance of all work, activities, and Deliverables, set forth in this SOW, including any and all appendices. Notwithstanding any other provision of these terms, timelines and hours in this SOW are estimates only.

“**Services**” and “**Professional Services**” as used herein means Professional Services work rendered by Apttus in relation to this SOW. It is distinguished from the meaning of “Subscription Services” as used in the MSSA.

1. UNDERSTANDING OF OBJECTIVES

Our understanding of Customer objectives and desired outcome is the following:

- A global solution for end to end Configure, Price, and Quote (CPQ)
- A single cloud-based platform to manage the entire CPQ cycle for customers
- Setting up two process flows, one for new logo sales and another for purchased products (asset-based ordering), in the Apttus system within the constraints of the scope detailed below

2. SCOPE OF WORK

This section defines the scope of Professional Services to be delivered by Apttus, with support from Customer resources, under this SOW. Detailed scope and objectives will be confirmed during the define and design phases. If changes or expanded scope are necessary, a new SOW will be needed.

2.1 Organizational Scope

The following users, currency, and language are in scope:

- Users – sales, approvers, administrators
- Currency and Language: Two currencies and one language (English)

The efforts assume one configuration across the organization, and no effort or time is allocated to design or configure variations. All countries, divisions, and user roles will leverage the same data structures, processes, and approval workflows.

2.2 Product Scope

The following Apttus solutions will be configured as part of this SOW:

- Configure Price Quote (CPQ) Essentials Edition
- X-Author for Excel Enterprise Edition
- Deal Manager Plus (Intelligent Workflow Approvals – IWA)
- Conga Sign

2.3 Functional Use Case Scope:

The following Use Cases are in scope:

Functionality	CPQ Accelerator Plus Offering	Scope of Configuration
Master Configuration	<ul style="list-style-type: none"> • Create/edit products • Configure pricing for products 	<ul style="list-style-type: none"> • Up to 300 standalone products and options, and 15 single level bundles • Up to 30 product attributes • Up to 30 product constraint rules (inclusion, exclusion, recommendation, replacement) • One product catalog up to 2 levels of hierarchy and up to 2 product visibility rules • Two price lists • Up to 3 attribute-based pricing, volume/tier pricing rules • Up to 3 rules for automated price adjustments • Up to 1 rule for renewal uplift quotes for Purchased products priced at the original sale price or current list price
Business Process		
Process Flows	Preconfigured Flows: <ul style="list-style-type: none"> • New Logo Sales • Add-Ons to purchased products • Renewal, Amendment, or Cancellation of purchased products 	<ul style="list-style-type: none"> • Configuration changes to the preconfigured page layouts, related lists, quote stages. • Up to 120 lines in the Cart • Up to 25 columns in the Cart
New Logo Sale Quote	<ul style="list-style-type: none"> • Configure New Logo Sale • Create Quote from Opportunity • Default information from an Account/Opportunity to Quote • Clone a quote with line items • Support versioning of quotes • Enable quote actions to process the quote flow 	<ul style="list-style-type: none"> • Default up to 5 fields in the quote from Account/Opportunity • Default up to 10 fields in the quote on creation • Up to 8 quote stages to capture quote flow (Draft, Approved, Generated, Accepted, etc.) • Up to 8 quote actions (Configure, Preview, Send Proposal, Synch with Opportunity, Accept, Clone, Read Only Cart, Make Primary) • Out of the box (OOTB) opportunity sync • OOTB email templates sent to customer
Asset Based Ordering (ABO) Quote	<ul style="list-style-type: none"> • Configure quote for Purchased Products (Assets) • Renew assets at original sold price or current price • Auto-uplift price for renewal • Capture product-configuration, quantity, term changes to assets • Co-term assets • Upgrade/Downgrade assets 	<ul style="list-style-type: none"> • Up to 4 actions on assets: <ul style="list-style-type: none"> ○ Renew ○ Amend & Add on ○ Terminate ○ Swap • Up to 3 asset filters • Capture ACV, TCV of assets • Partial Termination of assets <ul style="list-style-type: none"> ○ Terminate options in a product configuration,

	<ul style="list-style-type: none"> Discontinue and replace assets Auto-Renewal: Create opportunity and quote for renewal automatically on asset creation 	<ul style="list-style-type: none"> or Reduce quantity/term
Apttus Security	Preconfigured permission sets covering Apttus objects	Minor updates for up to 7 preconfigured permission Sets, including but not limited to <ol style="list-style-type: none"> Apttus CPQ Approval User Apttus Sales User CPQ Accelerator User Apttus CPQ Administrator Apttus Read Only
Template Administration		
Quote Templates	Customer facing quote/proposal document template creation, applying updates and maintaining versions	Three Quote templates in English Each template consists of up to 4 pages, 40 merge fields, and 5 conditional sections
Approval Process		
Approval Flow	<ul style="list-style-type: none"> Preconfigured approval process Preview of approvers Approval History of a quote 	<ul style="list-style-type: none"> One Apttus Approval process Up to 6 levels of Approvers based on <ul style="list-style-type: none"> Manager field in Salesforce User record or up to 2 pre-configured Queues
Approval Criteria	Placeholder available to provide entry criteria for approval processes	Up to 3 approval criteria for the one approval process
Approval Step	Preconfigured approval steps for each approval process	Up to 3 Approval Steps for the one approval Process
Notifications	Notifications sent by the system for approval assignment, reassignment, escalation, cancellation and notify only.	5 pre-configured Email Notifications applicable across Approval Processes <ol style="list-style-type: none"> Assignment (OOTB) Reassignment (OOTB) Escalation (OOTB) Cancellation (OOTB) Notify Only (OOTB)
E-Signature Process		
E-Signature	Preconfigured to integrate with Conga Sign	Updates for relevant signature tags as specified by the Customer (OOTB)
Reports & Dashboards		
Home Page	Preconfigured home page and dashboards	Branding update for customer logo
Reports & Dashboards	Standard reports are available	OOTB

Note: The parties agree that if any of the requirements are more complex than described in the use cases above (in Apttus' sole discretion), then Apttus and Customer agree to in good faith to execute a separate SOW for the delivery of the additional scope.

2.4 Out of Scope

Professional Services and/or scope not included and/or not itemized as "Scope" in this SOW are out of scope, including:

- Non-Apttus program management
- Data migration of in-flight and legacy quotes, assets migration
- Data archiving
- Development of training materials
- Additional Languages (apart from English) and Currencies

- Interfaces/Integrations
- Third-Party support and related activities
- Any scope item not explicitly listed in section ‘Use Case Scope’
- Additional documentation that are not specified in section ‘Project Methodology and Delivery Assurance’
- Change Management including, but not limited to, stakeholders management; change readiness; communications plan and execution; training plan and execution including development of training materials; adoption tracking
- Creation/Definition of business requirements document
- UI Enhancement/Guidance
- Data extraction from any source systems or hard-copy papers
- Management and migration of Customer’s CRM records (e.g. Accounts, Contacts)
- Automation testing
- Performance testing
- Automated QA Testing or automated test scripts
- Deployment strategy, plan and execution for non-Apttus systems
- Translation services of Apttus standard and non-standard fields in different languages
- Any third-party support related activities
- Other Apttus Services such as Apttus Education Services and Apttus Application Management Services (AMS)
- Refactoring the standard Apttus user flow, e.g. splitting standard pages into multiple pages, rerouting transitions amongst standard pages, development of custom pages, development of custom widgets.
- Services for the migration of legacy Data (e.g. legacy Quotes, in-flight Quotes, and Assets) migration, data quality, said performance of data loads to and from the Apttus solution(s) and the readiness and configuration of the standard CRM objects/entities for which the intended solution is dependent upon.
- Specification of eSignature software data input tags (Defining the type of “tag” and location of the “tag”)
- Advanced security capabilities e.g. data sharing, role/hierarchy driven sharing, permission set driven sharing
- Training and enablement for CRM system and platform capabilities, including creation or delivery of user training
- Production of Customer’s CRM reports

3. DELIVERABLES AND ACCEPTANCE CRITERIA

3.1 Deliverables

The anticipated Deliverables provided by Apttus for the scope of this SOW will be:

- Project kick off & Implementation Plan
- Welcome packet and workshop deck
- User Stories with process flows, design & test scripts
- CPQ workbooks & Go-live Checklist(s)
- Configured system

3.2 Acceptance of Apttus Deliverables

Deliverables will be produced in accordance with the Project Plan. Apttus will provide early drafts when feasible to facilitate prompt review and approval.

Customer shall have two (2) business days from the date of receipt of a Deliverable to provide final acceptance or rejection of the Deliverable in writing.

If Customer rejects a Deliverable, it will specify in reasonable detail each deficiency and / or nonconformance serving as the basis of rejection in writing. Upon receipt of such Deliverable rejection notification, Apttus will promptly correct such deficiencies and / or nonconformities and re-deliver the Deliverable for Customer’s review. Upon re-delivery of the Deliverable, Customer shall provide notification of final acceptance or rejection in writing as soon as reasonably possible, but no later than two (2) business days from the date of receipt.

If Customer does not provide notice of final acceptance or rejection within two (2) business days in writing of a Deliverable or re-delivery of a rejected Deliverable, the Deliverable will be deemed accepted.

4. PROJECT METHODOLOGY & DELIVERY ASSURANCE

4.1 Methodology

The following Implementation Methodology will be used for this Project. The Project methodology includes five phases. Apttus provides delivery assurance throughout the Project lifecycle as part of the methodology.



The phases are outlined below:

Customer Readiness

- Send Welcome packet to customer with Product and Pricing Workbook, and Approval templates
- Work with customer to prepare data for the above artifacts
- Deploy accelerator components + Data in the customer org
- Exit Criteria
 - Completed product, pricing, approval workbooks
 - Templates, Images, Logo
 - Customer Sandbox updated with Apttus accelerator packages and product/pricing data

If the above Exit Criteria are not met, then Apttus and Customer agree to in good faith to execute a separate SOW for the delivery of the project.

Define

- Project Kick-off
- Walk through Pre-Defined Process Flows and User stories
- Capture the delta in process flows and user stories, document and analyze as per Accelerator Plus scope

Build

- Sprint planning to setup JIRA with the stories, detailed tasks, story grooming, story points etc.
- Configure Product and Pricing metadata
- Configure Quote Flows
- Modify page layouts, related lists, and shopping cart layout
- Modify the approval setup
- Build the Customer Facing Document templates by Modifying the existing template
- Modify user permissions / profiles
- Sprint demos, feedback
- Modify SIT scripts as required
- Modify UAT scripts as required

SIT/UAT

- Execute SIT scripts and UAT scripts
- Apttus to verify the solution.
- Customer to confirm that system is configured according to agreed requirements and design.

Launch

- Deployment of the solution from UAT to Production environment
- Post Production support (Hypercare) of 2 weeks.

The Project team will utilize one or more of the following Apttus tools to support the implementation efforts. The tools are templated for fast and consistent implementation results. The client Project team may be granted access for the duration of the Project. The tools that may be utilized during the Project are Microsoft Project, Confluence, JIRA, Zephyr, and Bitbucket. If the Project team has to use the client's tools instead, **then Apttus and Customer agree to in good faith to execute a separate SOW for the delivery of the project.**

5. PROJECT PLAN

Project kick-off will be planned on a mutually agreed date, based on Apttus and Customer resource availability and completion of the Customer Pre-requisite Deliverables defined below.

As of the Effective Date, the known requirements, estimates effort, and scope the following Project Plan (“Project Plan”) is anticipated for Apttus solution delivery. The Project Plan will be confirmed after the design phase. Any adjustments to the Project Plan (e.g. change in process flow, scope changes) may require a new SOW.

Maximum Project Plan Duration

- 3 weeks of Customer Readiness
- 14 Weeks to Launch
- 2 Weeks of Hypercare

Any extension beyond the allocated Project Plan will require a new SOW. For the avoidance of doubt, a day is eight (8) hours, Monday through Friday, on Apttus’ standard business days, excluding holidays.

5.1 Kickoff

Apttus will contact Customer within three (3) weeks of SOW Effective Date to establish a Project start date. The Project start date will be mutually agreed to in writing by the parties (email sufficient).

5.2 Go-Live

“Go-Live” refers to the on-boarding of users to Apttus in the Production environment.

- A single go-live event is in scope. Additional go-lives are not in scope and any functionality that is mutually agreed to be deferred from the single go-live is no longer part of the scope of this SOW.
- Go-Live occurs after migration of the Apttus solution to the Production environment.
- Customer will be responsible for Go-live planning and execution with guidance from Apttus as outlined in this SOW.
- Apttus assumes Customer’s information technology policies that govern the deployment of Apttus solution to the Production environment and the go-live of new information technology, will not extend the Project Plan described herein via a delay in the deployment or Go-Live of the Apttus solution.

5.3 Hypercare Period

“Hypercare Period” refers to the period and services following the Go-Live of the Apttus solution.

- For a release of the Apttus solution, the Hypercare Period begins at Go-Live and concludes after ten (10) business days, i.e. two (2) weeks.
- For clarity, issues identified after the Hypercare Period will be addressed per the terms set forth in Customer’s applicable subscription agreement with Apttus (i.e. Customer’s purchased level of Technical Support in the MSSA and applicable Order or Order Form). Upon completion of the Hypercare Period, Apttus will send Customer a notice (email sufficient) acknowledging SOW Project completion.

6. RESOURCING, ROLES AND RESPONSIBILITIES

6.1 Resourcing

Apttus and Customer resources share responsibility for Project execution, as outlined in this SOW. Assigned resources are required to attend the Project kickoff, and to perform agreed activities throughout the Project lifecycle.

6.2 Customer Roles and Responsibilities

Customer Roles	Customer Responsibilities
Steering Committee Representative	<ul style="list-style-type: none">• Provide Project oversight and high-level direction• Guide the Project’s alignment to key objectives• Highest level of escalation, decision making and issue resolution
Project Manager	<ul style="list-style-type: none">• Act as primary point of contact for Apttus Project Manager• Coordinate all Project activities and required Customer resources
Subject Matter Expert (Business and	<ul style="list-style-type: none">• Provide business and technical expertise to the Project related to Customer’s desired solution processes; resources that are familiar with Customer business processes, documents, approval processes, etc.

Technical)	
QA Testers	<ul style="list-style-type: none"> ● Develop SIT and UAT test strategy, test scenarios, and test plans ● Execute test cases and report findings to the Project managers
System Administrators	<ul style="list-style-type: none"> ● Administer sandbox environment(s) ● Manage all CRM activities required by and related to the Project
Trainers	<ul style="list-style-type: none"> ● Attend Apttus ‘Train the Trainer’ training ● Develop Customer training material ● Train Customer users on the day-to-day use of the configured Apttus solution

6.3 Apttus Resourcing and Resource Allocations

The following Apttus roles, sometimes also referred to as “Resources”, will be allocated to the Project. This is subject to change based on further analysis and discovery through the Project stages.

Apttus Staffing/Resource Roles	Apttus Responsibilities
Project/Engagement Manager	<ul style="list-style-type: none"> ● Helps monitor and advise ● Performs functional and Project management activities, including management of Apttus consulting team ● Issues status reports, manages risk and issue tracking and manages budget and schedules
Center of Excellence Expert	<ul style="list-style-type: none"> ● Leads solution design ● QA of design and solution ● Audits Project for adherence to implementation best practices and conformance to standard methodology ● Provides subject matter expertise as required
Center of Excellence Consultant	<ul style="list-style-type: none"> ● Configures and unit tests solution

6.4 Pre-Requisite Deliverables

Prior to Project start, Customer will provide Apttus with Pre-Requisite Deliverables (collectively, “Pre-Requisite Deliverables”):

- Business objectives and Key Performance Indicators (KPIs)
- Filled in Product and Pricing Workbook
- Approval details and templates – Identify Approvers, conditions triggering approval request
- Email Notification Templates with customer branding/logo/disclaimer language
- Review the predefined business process flows built in the Apttus CPQ Essentials Accelerator Plus and highlight any minor modifications
- Provide access to Apttus to Customer Salesforce sandbox environments

6.5 Project Work Products and Activities*

The following Work Product and Activities are minimally required for the Project:

- Work Product: outputs to support Project delivery that do not require Customer approval
- Activity: methodology component that is a task that does not require Customer approval
- *Note: The below Work Product and/or Activities may result in the output of a Deliverable as identified in Section 3.1.

To complete the Work Products and Activities each parties’ Roles and Responsibilities are defined as follows:

- R = Responsible: Apttus or Customer performs the work to complete the Activity and /or Work Product
- A = Accountable: Apttus or Customer responsible for justifying actions or decisions made to complete the Activity and / or Work Product
- C = Consulted -Apttus or Customer whose opinions are sought by the person responsible for the Activity and / or Work Product
- I = Informed - Apttus or Customer that should be kept up to date on progress of the Activity and / or Work Product

Apttus and Customer are each responsible for completing their assignments, as indicated in the following table:

Stage/Category	Activity or Work Product Description	Owner		Type
		Apttus	Customer	
Plan -	Project kick-off	C	R	Activity
	Review and accept Customer Deliverables	R	C	Activity
	Project Plan	R	A	Work Product
	Training Plan	C	R	Work Product
	Resource management	R	R	Activity
	Facilitate regular Project meetings	C	R	Activity
	Weekly status reports	R	R	Work Product
Define/Configuration/SIT	Conduct requirements workshop	R	A, C, R	Activity
	Define functional requirements	A, R	C	Activity
	Configure Apttus solution	R	R	Activity
	Develop SIT test plan/cases	R	C	Activity
	Conduct SIT testing	R	C	Activity
	Develop deployment plan	C	R	Activity
	Develop UAT Test plan/cases	C	R	Activity
UAT	Migrate solution from Development Environment to SIT, UAT Environments	C	R, C	Activity
	System Navigation and walkthrough Session	R	A	Activity
	Train the Trainer	C	R	Activity
	Conduct UAT Testing	C	R	Activity
	Manage UAT Fixes	R	R	Activity
Launch	UAT Sign-off	C	R	Activity
	Develop Hypercare Plan	C	R	Work Product
	Go/no-go decision	C	R, A	Activity
	Migrate solution from UAT Environment to Production Environment	C	R/C	Activity
Hypercare	Develop support transition Project overview	R	R	Activity
	Validate Status and availability of key Deliverables	R	R	Activity
	Information sharing sessions to Tech Support	R	A	Activity
	Disposition cases opened during Project	R	C	Activity

6.6 Customer Project Deliverables*

During the Project, Customer is responsible for ensuring completing the following Customer Deliverables are completed (collectively, “Customer Deliverables”) according to the Project Plan:

- Functional Requirements
- UAT Test Plan
- UAT Test Cases
- UAT Testing
- Deployment Plan
- Training Plan
- Hypercare period Plan
- Signoff on Testing

For clarity, the acceptance criteria set forth in this SOW does not apply to Customer Deliverables.

7. TRAVEL AND EXPENSES

7.1 Travel and Expenses

No travel is anticipated for this SOW. In the event travel is required, Customer will be invoiced separately for travel expenses incurred. Payment is due net thirty (30) days from invoice. Invoices may be sent to the Customer via electronic mail. For clarity, travel and expenses are not included in the fees.

8. PROJECT GOVERNANCE

During the Plan stage for the Project, the Customer and Apttus will establish appropriate governance to support effective and appropriate decision making, sign off, and escalation procedures. Governance may include the following:

- Project Status Meetings: Regularly scheduled with required participation from both Apttus and Customer participants;
- Project Status Reports: Regularly provided by Apttus to Customer's Project management team, no more than weekly;

The first level of escalation within the Project governance structure is the Customer and Apttus Project managers. Any issues which cannot be resolved at this level will be escalated to the representatives below:

Apttus Representation

1. Vice President, Apttus Professional Services
2. Director, Apttus Professional Services

Customer Representation

1. Senior Representative, To be determined by the parties (email being sufficient)
2. Senior Representative, To be determined by the parties (email being sufficient)

Appendix B. Salesforce Platform Assumptions

Salesforce Lightning Platform Assumptions (referred to as "Platform")

Language

The user interface can only support the languages that are supported by the Platform.

Platform Limitations

Apttus is 100% native to the Platform. The Apttus solutions are subject to the constraints, limitations, features and capability provided by the Platform, e.g. the limitation of uploaded files to twenty-five (25) megabytes;

Advanced Configuration

"Advanced Configurations" refer to Apttus Solution components composed of the Salesforce and software development technologies listed here: salesforce Apex, salesforce Visualforce, salesforce triggers and JavaScript, Apttus callbacks and APIs. Apttus will make all commercially reasonable efforts to minimize the design, development and testing of Advanced Configurations. Customer will be responsible for the maintenance of all Advanced Configurations following Go-Live, unless appropriate Apttus Managed services are procured. Apttus Services will achieve a code coverage of eighty (80) percent for Apttus code exclusively. The Services included herein will not require the modification of third-party code in Customer's salesforce environments.

Customer Salesforce Procured Lightning Platform Org Assumptions:

For clarity, the assumptions below apply only in situations where Customer has procured Salesforce Lightning Platform Org Licenses independent of Apttus for the purposes of Apttus to deliver its product and services. If Apttus has procured the Org Licenses, then the below does not apply.

Platform Dependencies

As the Apttus Solution is 100% native to the Platform, the execution of this SOW is dependent on the Customer's configuration and management of Customer Salesforce instances in so far as the readiness of these instances support the following standard Salesforce features, practices and policies.

Cumulative Code Coverage

Cumulative code coverage in Customer's Salesforce environment cannot be guaranteed by Apttus. In the event that Customer's code coverage impacts the deployment of the Apttus Solution, Customer will remediate code coverage in a timely manner.

Customer Procured Third-party Apps and Configured Objects

Apttus will not be responsible for servicing any third-party App running on the Salesforce platform and servicing any Customer configured Objects, unless specified in the SOW.

Salesforce Environments

Customer must provide all necessary Platform environments, including sandboxes, to enable the performance of the Project as described herein. Customer is required to license all required Platform environments, including sandboxes, directly from Salesforce. Failure to do so will alter the expected duration and cost of the Project implementation and require a separate SOW.

The Project is dependent upon Customer's applicable Platform environments. Customer and Apttus will conduct all Solution configuration, testing and deployment activities in the following four (4) salesforce environments, as licensed from Salesforce by Customer and managed by Customer, unless specified otherwise in the SOW:

- Build – one (1) Salesforce sandbox environment (Developer Pro)
- QA – one (1) Salesforce sandbox environment (Developer Pro)
- Test – one (1) Salesforce sandbox environment (bare minimum Partial Sandbox, ideal would be the full sandbox)
- Production – one (1) Salesforce production environment

While lesser varieties of salesforce sandbox environments are available, the storage capacity of a full-copy sandbox is required for the Apttus Solution. Please consult salesforce materials at help.salesforce.com for additional sandbox details.