

This End User License Agreement is entered into by and between Apttus Corporation (“**Conga**”) and the customer identified in the Order (“**Customer**”) in connection with Customer’s purchase of Subscription Services from an entity that has contracted with Conga to resell Subscription Services, and with whom Customer has contracted directly to purchase the applicable Subscription Services (“**Reseller**”). For purposes of this Agreement, the terms “**End User**” and “**Customer**” are used interchangeably.

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.

Conga 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 Conga 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.

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

1. Subscription Services.

1.1 Scope. This End User License Agreement applies to Customer’s use of the online subscription services, including associated offline components, and packaged technical support services provided or managed by Conga (collectively, the “**Subscription Services**”) that are listed in one or more subscription-based ordering documents signed by Reseller and Customer (each, an “**Order**”). This End User License Agreement and all executed Orders, including any addenda and exhibits, are collectively referred to as the “**Agreement.**”

1.2 Provision of Subscription Services. During the period of time beginning on the applicable Subscription Start Date and ending on the Subscription End Date, as set forth in the Order (the “**Subscription Term**”), Conga will (i) make the Subscription Services available to Customer for access and use solely for Customer’s internal business purposes in accordance with the terms and conditions set forth in this Agreement; and (ii) provide the Subscription Services in a manner consistent with general industry standards reasonably applicable to the

provision thereof.

1.3 Subscription Services Users. Subject to the limits set forth in the Order, Customer may authorize Customer's employees and contractors, acting on its behalf, to use the Subscription Services and will supply user identifications and passwords for such individuals ("Users"). Customer may increase the number of Users pursuant to an add-on Order(s). Unless otherwise specified in the relevant Order, the term of the additional User subscriptions will be coterminous with the expiration of the then current Subscription Term.

1.4 Technical Support. Conga will provide trouble handling and break/fix support services in accordance with the Order, and as further described, if applicable, at: <http://legal.apttus.com/#apttus-technical-support>.

1.5 SFDC's Role. If Customer accesses the Subscription Services on the salesforce.com platform, the Salesforce.com Platform Addendum, available at <http://legal.apttus.com/#salesforce-platform-addendum>, shall apply to Customer's use of the Subscription Services.

2. Use of the Subscription Services.

2.1 Customer Responsibilities. Customer is responsible for all User activities and User accounts. Customer will: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all electronic data or information submitted by Customer to the Subscription Services ("Customer Data"); (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Subscription Services, and notify Reseller and Conga promptly of any such unauthorized access or use; (iii) comply with all applicable local, state, federal, and foreign laws in using the Subscription Services; and (iv) use the Subscription Services only in accordance with the Agreement. Conga reserves the right to audit Customer's use of the Subscription Services no more than once each calendar year to ensure compliance with the terms of the Agreement. In the event that Conga discovers that Customer's actual usage of the Subscription Services exceeds the amount of Users set forth in the applicable Order, then, without limiting Conga's other rights and remedies under this Agreement, Conga will be entitled to issue an invoice to Customer for such additional Users. As between Customer and Conga, Customer exclusively owns all rights, title and interest in and to all Customer Data.

2.2 Use Guidelines. Customer will not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Subscription Services available to any third party, other than as contemplated by this Agreement; (ii) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or in violation of third party privacy rights; (iv) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (v) interfere with or disrupt the integrity or performance of the Subscription Services or the data contained therein; (vi) attempt to gain unauthorized access to the Subscription Services or related systems or networks; or (vii) use the Subscription Services in excess of the usage limitations set forth in the applicable Order. User subscriptions are for individual Users and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Subscription Services. At all times, Customer remains responsible for Users

and their use of the Subscription Services. A breach of the Agreement by any User will be considered a breach by Customer hereunder.

3. Use of Services Attributes and Anonymized Data.

Conga may collect, use and disclose quantitative and other data related to Customer's use of the Subscription Services ("**Services Attributes**") for industry benchmarking, analytics, marketing, and other business purposes. Services Attributes will be considered in the aggregate form only, and will not identify Customer or its Users ("**Anonymized Data**"). Conga retains all rights, title and interest in and to Anonymized Data.

4. Purchase Agreement.

Customer will comply with the terms of its separate subscription agreement with Reseller, including each Order (collectively, the "**Purchase Agreement**"). Customer acknowledges that compliance with the terms of the Purchase Agreement is a material condition under this Agreement, and if Reseller notifies Conga that Customer is in breach of such Purchase Agreement, Conga may consider the Customer to be in breach of this Agreement.

5. Proprietary Rights.

5.1 Reservation of Rights. Customer acknowledges (i) that in providing the Subscription Services, Conga utilizes (A) the apttus.com and conga.com names, the apttus.com and conga.com logos, the apttus.com and conga.com domain names, the product and service names associated with the Subscription Services, and other trademarks and service marks; (B) certain audio and visual information, documents, software and other works of authorship; and (C) 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 (collectively, "**Conga Technology**"); and (ii) that the Conga Technology is covered by intellectual property rights owned or licensed by Conga (collectively, "**Conga IP Rights**"). Other than as expressly set forth in this Agreement, no license or other rights in or to the Conga Technology or Conga IP Rights are granted to Customer, and all such licenses and rights are hereby expressly reserved.

5.2 Restrictions. Customer will not, and will ensure that its Users do not, directly or indirectly, (i) modify, copy, translate or create derivative works based on the Subscription Services or Conga Technology; (ii) remove any proprietary notices or labels from the Subscription Services; (iii) make the Subscription Services, including Conga database field, available to anyone other than Users, or use the Subscription Services for the benefit of any unrelated third party; (iv) disassemble, reverse engineer, decompile or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Subscription Services or any software, documentation or data related to or provided with the Subscription Services; (vi) use or access the Subscription Services or Conga Technology to build or support, and/or assist a third party in building or supporting, competitive products or services, or similar ideas, features, functions or graphics of the Subscription Services; or (vii) include the Subscription Services in a service bureau or outsourcing offering.

6. Indemnification.

6.1 Indemnification by Customer. Subject to this Agreement, Customer will (i) defend, or at its option settle, any claim, demand, action or legal proceeding (“**Claim**”) made or brought against Conga 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 Subscription Services with non-Conga products or services; or (III) Customer’s use of the Subscription Services, other than as authorized in this Agreement, 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.

6.2 Procedure. As a condition to Customer’s obligations under this Section 6, Conga must (a) promptly give written notice of the Claim to Customer; (b) give Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle or defend any Claim unless it unconditionally releases Conga of all liability); and (c) provides to Customer, at Customer’s expense, all reasonable assistance.

7. No Liability.

IN NO EVENT SHALL CONGA HAVE ANY DIRECT LIABILITY TO CUSTOMER FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES BASED ON LOST PROFITS, HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. Term & Termination.

8.1 Term of Agreement and User Subscriptions. This Agreement commences on the Effective Date and ends on the date that all User subscriptions granted in accordance with Orders have expired or been terminated. User subscriptions commence on the start date specified in the relevant Order and continue for the Subscription Term specified therein.

8.2 Uninstall and Delete. Upon termination or expiration of the Agreement, Customer will uninstall and delete from all Customer desktop, mobile, server, web and other environments, any Conga provided software related to the Subscription Services. This includes managed packages or other software that has been installed in Customer environments.

8.3 Termination for Cause. Customer’s use of the Subscription Services may be immediately terminated or suspended upon notice due to (i) any material breach of the Agreement; (ii) termination or expiration of your relationship with Reseller for any reason; or (iii) Reseller’s breach of it’s obligations to Conga appertaining to the provision of the Subscription Services on behalf of Customer.

9. Third Party Beneficiary.

Conga shall be a third party beneficiary to the Purchase Agreement between Customer and Reseller solely as it relates to this Agreement.

