This CLM Essentials Edition Accelerator Statement of Work ("**SOW**") for Professional Services, including any applicable addenda, annexes, exhibits, or other similar agreements, constitutes a legal agreement between you, your employer, or other entity on whose behalf you enter into this SOW (the "**Customer**"), and Apttus Corporation ("**Apttus**"), and is issued pursuant to the Professional Services Terms, or similar professional services agreement (collectively, "**PS Terms**"), attached to the Master Subscription Services Agreement, or similar subscription agreement (collectively, "**MSSA**"), by and between the parties. In the absence of existing PS Terms between the parties, this SOW shall be governed by the Professional Services Terms located at: http://legal.apttus.com/#apttus-professional-services-terms.

YOU MUST READ AND AGREE TO THIS SOW PRIOR TO RECEIVING THE PROFESSIONAL SERVICES. BY CLICKING ON THE "ACCEPT" BUTTON, SIGNING AN ASSOCIATED ORDER OR ORDER FORM, OR RECEIVING THE PROFESSIONAL SERVICES, YOU ARE AGREEING TO BE BOUND BY THE TERMS ON BEHALF OF CUSTOMER.

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.

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 contract life cycle management
- A single cloud-based platform to manage the entire contract life cycle for both customers & suppliers alike
- Setting up 3 Agreements types setup 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 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:

- Contract Lifecycle Management (CLM) – (Essentials Edition or Enterprise Edition)
- Deal Manager /Intelligent Workflow Approvals (IWA)
- E-Signature Adaptor

2.3 Functional Use Case Scope:
The following Use Cases are in scope:

Functionality	CLM Essentials Accelerator Offering*	Scope of Configuration*
Agreement	*For reference this SOW allows for a total of three	

Lifecycle	agreement types based on the criteria below.	
Create Agreement	Agreement creation from account / opportunity for TWO Agreement types [e.g. NDA & MSA] in following <u>preconfigured</u> modes/flows: • Self-Serve • Legal Assist • Store Executed	Additional ONE Agreement type Minor changes to pre-configured Agreement Types, Agreements flow(s), data fields, pick list values etc. Up to 30 Additional data fields Up to 10 validation Rules Up to 10 workflow Rules Minor changes to 5 email templates (excluding approval email templates)
Populate Agreement Details	TWO preconfigured Agreement page layout provided to enter information and uploading supporting documents	ONE additional page layout for the additional Agreement type Minor changes to existing page layouts
Document Generation	Preview and generate Customer facing agreement document with merged fields and dynamically include language based on predefined conditions. Regenerate the document with existing redlines or as a new version.	Out of the Box (OOTB)
Import Offline Document	Import Counterparty (third party) paper	OOTB
Contract Negotiation	Check-in, Check-out, Versioning, Redlining, Comparison and Advanced Reconciliation from Microsoft Word	OOTB
Agreement Activation	Pre-configured auto activation process of a fully signed document Storing fully signed document within content searchable repository and cross reference to Agreement record	OOTB
Post Agreement Activation Actions	Child or related Agreement creation Amendment of active Agreement Terminate in process or executed Agreement Renew Agreement before expiration	OOTB
Apttus Security	FOUR preconfigured permission sets	Minor updates to preconfigured permission Sets
Template Administration		
Agreement Templates	Agreement template creation, applying updates and maintaining versions	ONE Agreement template for EACH Agreement type Any ONE language for respective template Each template consisting of 15 to 20 pages and 20 to 25 conditional sections
Merge Fields and Smart Fields	Merge Fields, allowing data insertion into generated agreement document. Smart Fields, allowing data insertion into generated agreement document and if data value is changed within the document then upon check-in and reconciliation the new value is updated in the system	Each template consisting of 20 to 30 merged or smart fields
Clause Library	Leverage legal playbook to author contracts from Microsoft Word	Up to 25 pre-approved alternate clauses

Business Process		
Process Flows	Preconfigured Flows: • Self-serve • Legal assist • Non-standard • Approvals • Store executed • Third party paper	Minor updates to the preconfigured flows.
Approval Process		
Approval Flow	Preconfigured approval process	Minor updates to the preconfigured approval process
Approval Criteria	Placeholder available to provide entry criteria for approval processes	THREE approval criteria for the one approval process
Approval Step	Preconfigured approval steps for each approval process	FOUR Approval Steps for the one approval Process
Notifications	Notifications sent by the system for approval assignment, reassignment, escalation, cancellation and notify only.	Minor changes to incorporate Customer branding to: 5 Email Notifications applicable across Approval Processes - Assignment (OOTB) - Reassignment (OOTB) - Escalation (OOTB) - Cancellation (OOTB) - Notify Only (OOTB)
E-Signature Process		
E-Signature	Preconfigured to integrate with either DocuSign or Adobe Sign	Updates for relevant signature tags as specified by Customer
Reports & Dashboards		
Home Page	Preconfigured home page and dashboards	Minor updates for customer branding
Reports & Dashboards	Standard reports are available	OOTB

Note: The parties agree that if any requested template design is 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 related to such template configuration.

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 & legacy contracts 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
- Type of other currencies
- 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, legacy Agreements, in-flight Agreements, and Assets) data 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 custom 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:
- Apttus Project Plan
- Use guides and videos
- User Stories with design & test scripts
- CLM workbooks & Go-live technical 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.
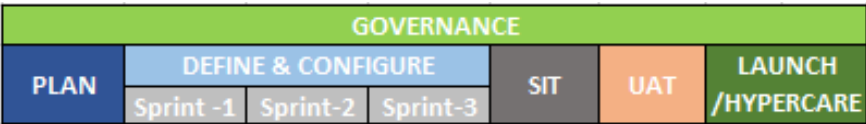
The phases are outlined below:

Plan - A Project kickoff readiness review is conducted. The predefined Project plan is shared, and kickoff is held where clear Project objectives are established. Refer to section 6.4 for the list of prerequisite deliverables from Customer prior to starting the Plan Phase. These deliverables will be reviewed as part of the kickoff readiness review.

Define & Configure – This phase uses agile methodology to configure the defined scope. It consists of three (3) sprints. The scope of the solution offering is shared and explained to the Customer. Any changes within the scope defined in Section 2.3 'Use Case Scope' is reviewed and agreed upon in writing. Customer is required to confirm the defined requirements by end of each sprint for the scope of the sprint. The solution is configured, and deployment plan is developed.

SIT - Apttus to verify the solution.

UAT - Customer to confirm that system is configured according to agreed requirements and design.

Launch/Hypercare - Deployment of the solution to production and one week of Hypercare

Apttus will utilize one or more of the following tools to support the implementation efforts. The tools are templatized 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, Bitbucket.

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 plan phase. Any adjustments to the Project Plan (e.g. change in agreement type; scope changes) may require a new SOW.

Maximum Project Plan duration: 8 Weeks (7 Weeks to Launch plus 1 Week of Hypercare). Any extension beyond the allocated Project Plan 8 weeks 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 the 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 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 five (5) business days, i.e. one (1) week.
- 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	● 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	● Act as primary point of contact for Apttus Project Manager ● Coordinate all Project activities and required Customer resources
Subject Matter Expert (Business and Technical)	● 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.
UAT Testers	● Develop UAT test strategy, test scenarios, and test plans ● Execute test cases and report findings to the Project managers
System Administrators	● Administer sandbox environment(s) ● Manage all CRM activities required by and related to the Project
Trainers	● 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	● 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	● 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	● 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)
- Agreement Types – Identify the Agreements and key metadata fields to be captured as per the scope
- Agreement Templates – Each Template should be marked up to indicate dynamic fields and conditional legal language, and signature blocks
- Business rules – mandatory fields, validations, computations
- Email Notification Templates with customer branding/logo/disclaimer language
- Review the predefined business process flows built in the Apttus CLM Essentials Accelerator and highlight any minor modifications

- Approval Details – Identify Approvers, conditions triggering approval request
- Signature Details – Identify Signatories, Wet Signature/eSignature process
- Provide access to Apttus to Customer Salesforce sandbox environments
- Apttus will provide guidance and templates for the collection of the deliverables.

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	C	Activity
	Develop SIT test plan/cases	R	C	Activity
	Conduct SIT testing	R	C	Activity
	Develop deployment plan	R, C	R	Activity
	Develop UAT Test plan/cases	C	R	Activity
UAT	Migrate solution from Development Environment to SIT Environment	R, 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	R, 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 Change Order.

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 three (3) 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)
- 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.