Conga Assist Terms & Conditions

Conga Assist ("**CA**") allows Customers to have access to Conga technical experts for consulting and administration services to assist with updating, modifying, or maintaining Conga applications. Conga Assist is generally made available as a renewable subscription (certain # of Service Requests (as defined below) per time period, e.g. 3 Service Requests per month) for the duration set forth in the applicable Order, governed by the Conga Assist Terms & Conditions below.

Conga Assist is offered via four different package types: "Conga Assist Level 1," "Conga Assist Level 2," "Conga Assist Level 3," and "Conga Assist Level 4".

Assist Packages	Entitlements
Conga Assist – Level 1	- Shared pool of resources - Up to three (3) Service Requests per month to create or update the Conga products' master data or configurations
Conga Assist – Level 2	- Shared pool of resources - Up to five (5) Service Requests per month to create or update the Conga products' master data or configurations
Conga Assist – Level 3	- Shared pool of resources - Up to eight (8) Service Requests per month to create or update the Conga products' master data or configurations
Conga Assist – Level 4	- Dedicated resource - 1 FTE (Full Time Equivalent) to create or update the Conga products' master data or configurations

These Conga Assist 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 ("**Conga**").

1. The initial term and applicable invoice dates for a Conga Assist subscription are indicated on the applicable Order. Subscription fees for Conga Assist shall be non-refundable.
2. Any unused Service Request units will expire at the end of the applicable term.
3. Service Request units may not be carried over to the following month, unless otherwise set forth in the applicable Order. Future Service Request units may not be advanced. In a given calendar month, only # of entitled Service Requests may remain open, prior to opening additional Service Requests.
4. Each Service Request is estimated not to exceed 5 hours of effort. Conga reserves the right to reasonably delineate a single Service Request into multiple Service Requests.
5. 1 FTE unit is subject to a maximum threshold of 150 hours per month. FTE units may not be carried over to the following month.
6. Shared pool of resources will consist of a team of Conga experts, which will service the Service Request based on availability and expertise. Dedicated resource will be an assigned Conga expert who will be the single point of contact for all Service Requests.
7. 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. A Service Request is defined as a "create or update" of a single configuration for Conga Products. Some examples where Conga Assist subscription can be leveraged are as below:

- Creating a new or updating an existing: Agreement Template, Agreement Workflow/Approval, Agreement Wizard, Agreement Layout, eMail Template, eSignature Configuration, Pricing Rule, Product Configuration, Proposal Template (X-Author), Deal Guidance Rule or Configuration, Asset Based Configuration, Proposal Layout, Proposal Workflow/Approval, Report or Dashboard, Minor Customization.
- X-Author for Excel application change
- Upgrade Guidance
- Data Load Guidance
- Deployment of a change from sandbox to target org

8. Customer may upgrade its Conga Assist package upon execution of a new Order. However, Customer may not decrease its Conga Assist package level during the applicable Subscription Term.
9. Customer is responsible for thoroughly testing any Conga Assist 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 Service Request and is not covered under the original Service Request.
10. If any work product or deliverable ("**Deliverable**") is created or derived via Conga Assist, Conga 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.
11. Some Service Requests may, depending on their complexity or size and in Conga' sole discretion, not be covered by Conga Assist, including, without limitation, integrations (which will be referred to Conga Professional Services) and training classes (which will be referred to the Conga Education Services).
12. Customer will grant Conga Assist representatives full admin access to the production and sandbox orgs necessary for the provision of Conga Assist. Conga Assist representatives may provide temporary access for, consult with, or assign work to, other Conga employees such as engineers, developers, or product managers from time to time to complete the Service Request.
13. Any request outside of the case portal by the customer to investigate, research, test, or evaluate requirements or any other activities will be logged as a Service Request.
14. All Conga Assist work will be performed remotely (there will be no travel).
15. Conga Assist hours of coverage will be between 8 AM GMT and 5 PM GMT, during work week (Monday through Friday, except Holidays).
16. An assigned Conga Assist representative may be temporarily replaced by another Conga Assist representative in case of vacation, training assignments, or similar absences.
17. Conga may refuse to perform a Service Request due to high risk, complexity, or any other relevant reason. Conga is not responsible for any financial loss incurred by Customer resulting from any change implemented in their Salesforce.com or Conga environments by Conga Assist.