Conga Architect Terms & Conditions

Conga Architect ("**CA**") allows Customers to have access to Conga architects for Advisory services to maintain, upgrade and enhance Conga applications. Conga Architect is generally made available as a renewable subscription (certain # of Advisory Requests (as defined below) per time period, e.g. 4 Advisory Requests per month) for the duration set forth in the applicable Order, governed by the Conga Architect Terms & Conditions below.

Conga Architect is offered via three different package types: "Conga Architect Level 1," "Conga Architect Level 2," and "Conga Architect Level 3".

Assist Packages	Entitlements
Conga Architect – Level 1	- Named Architect - Up to four (4) Advisory requests for the Conga Products per month
Conga Architect – Level 2	- Named Architect - Up to eight (8) Advisory requests for the Conga Products per month
Conga Architect – Level 3	- Dedicated Architect - 1 FTE (Full Time Equivalent) for Advisory support of the Conga Products

These Conga Architect 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 Architect subscription are indicated on the applicable Order. Subscription fees for Conga Architect shall be non-refundable.
2. Any unused Advisory Request units will expire at the end of the applicable term.
3. Advisory Request units may not be carried over to the following month, unless otherwise set forth in the applicable Order. Future Advisory Request units may not be advanced. In a given calendar month, only # of entitled Advisory Requests may remain open, prior to opening additional Advisory Requests.
4. Each Advisory Request is estimated not to exceed 5 hours of effort. Conga reserves the right to reasonably delineate a single Advisory Request into multiple Advisory Requests.
5. Named Architect will be a primary architect from the shared pool of Conga experts. If the primary architect is not available, another architect from the shared pool of Conga experts will service the Advisory Request. Dedicated Architect will be an assigned named Conga expert who is dedicated and will be the single point of contact for all Advisory Requests.
6. I FTE unit is subject to a maximum threshold of 150 hours per month. FTE units may not be carried over to the following month.
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. An Advisory Request is defined as receiving a design, best practice, consultation or solution advise on the Conga Products. Some examples where Conga Architect subscription can be leveraged are as below:

   - Solution Design
   - Best Practice Guidance

- Solution Assessment
- Roadmap Development
- Adoption Planning

8. Customer may upgrade its Conga Architect package upon execution of a new Order. However, Customer may not decrease its Conga Architect package level during the applicable Subscription Term.
9. Customer is responsible for implementing and thoroughly testing any design or advice received from Conga Architect.
10. If any work product or deliverable ("**Deliverable**") is created or derived via Conga Architect, 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 Advisory Requests may, depending on their complexity or size and in Conga' sole discretion, not be covered by Conga Architect, including, without limitation, very complex 3rd party 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 Architect representatives full admin access to the production and sandbox orgs necessary for the provision of Conga Architect. Conga Architect 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 Advisory Request.
13. Any request outside of the case portal by the customer to seek Conga Architect services will be logged as an Advisory Request.
14. All Conga Architect work will be performed remotely.
15. An assigned Conga Architect representative may be temporarily replaced by another Conga Architect representative in case of vacation, training assignments, or similar absences.
16. Conga may refuse to perform an Advisory Request due to high risk, complexity, or any other relevant reason. Conga is not responsible for any financial loss incurred by Customer resulting from the implementation of advice or design received from Conga Architect in their Salesforce.com or Conga environments.