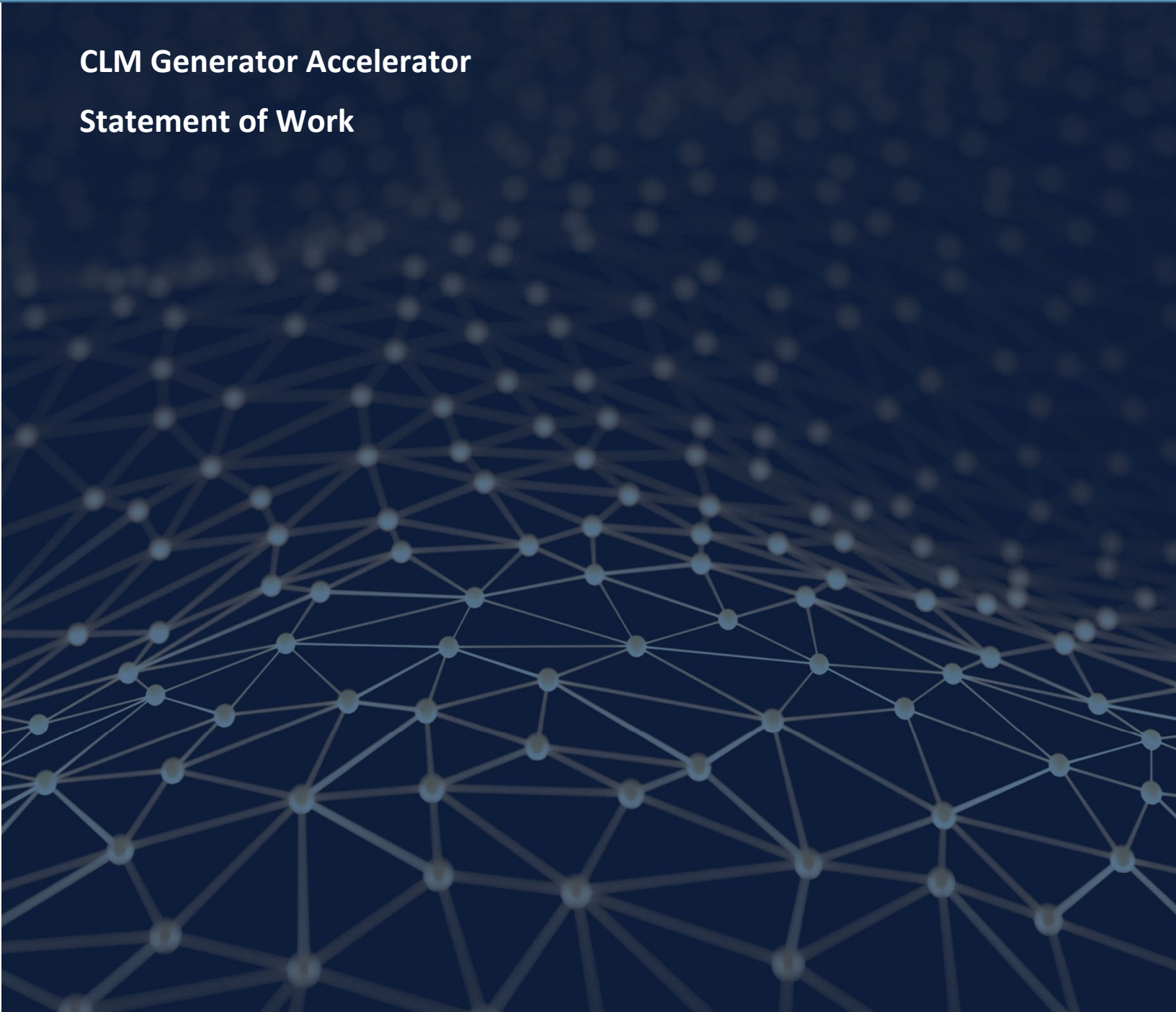# CLM Generator Accelerator

Statement of Work

This CLM Generator 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 ("Conga"), and is issued pursuant to the Professional Services Terms, or similar professional services agreement (collectively, "PS Terms"), attached to the Master Services Agreement, or similar subscription agreement (collectively, "MSA"), 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 Conga 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 Conga in relation to this SOW. It is distinguished from the meaning of "Subscription Services" as used in the MSA.

Executive Summary

Conga is pleased to present this Statement of Work ("SOW") for Professional Services to the Customer. Under this SOW, Conga will apply best practices and technical expertise to the following project objectives:

- Create a repository of contracts with related metadata
- Accelerate the process of contract creation
- Enable the use of eSignature via Conga Sign
- Create Standard Reports that provide relevant data to manage your contracting processes and business objectives, and Dashboards to communicate key data

During design, Conga will work with your team to understand, document and create design solutions for the requirements specific to this project. Any requirements that may be outside the scope of this SOW will be collected and documented as part of the next stage of your journey with Conga Contracts for Salesforce.

The Professional Services in this SOW will be provided with estimated start date approximately three (3) days after the execution of this agreement.

Project Scope

Conga understands the Customer's primary goal of this project is to implement a contract lifecycle management system that streamlines the request, creation, approval / routing, execution, repository, and reporting processes.

Getting Started

A successful project implementation starts with the Project Kickoff meeting. Your Conga Implementation Lead will be introduced shortly after contract signature, and they will be your main point of contact for the duration of the project.

Your project includes the following Professional Services deliverables:

Customer Readiness

The Conga team will work with the Customer to prepare necessary data and key requirements in order to kick-off the project. Pre-work must be completed before moving into Plan & Design phase of project.

Plan & Design

During the Plan & Design project phase, your Conga team will complete the necessary knowledge transfer tasks, data and system setup, and initial technical review based on your project goals. A remote design workshop will be conducted by a Conga Engagement Manager and Solution Architect. The Design Workshop process includes:

1. Project Kickoff meeting and workshop planning
    a. Introduction to project team
    b. High-level workshop overview and planning
    c. Review and discuss design workshop agenda
    d. Discuss supporting materials to be provided by the Customer

2. Design Workshops
    a. Project team product review to prepare for design discussions
        Review of customer Contract Lifecycle Management process

Your Conga Engagement Manager will share and review a detailed Project Solution Configuration document that will define specific fields, templates, and other applicable Professional Services deliverables as set forth in this SOW.

Configure & Test

After reviewing the Project Solution Configuration document during the Plan & Design phase, your Conga Team will continue with the following activities:

3. Repository Deliverables include:
    a. Installation of the Following Conga Products (if applicable):
        i.   Conga Composer
        ii. Conga CLM Generator
        iii. Conga Sign
    b. Install and setup of the Custom 'Contract Agreement' object in Salesforce
        i.   Create and Setup of Contract Status field with up to 8 status values
        ii. Configure 1 page layout
    c. Create up to 5 Custom fields including up to 2 fields to support an eSignature process.Create up to 10 additional custom fields to support the Legal Agreement Analytics framework and the Legal Agreement Hierarchy (Self-Referencing Lookup field)
    d. Create up to 4 Conga buttons:
        i.   1 Conga Composer button which will support the creation of Contracts
        ii. 1 Contracts for Salesforce 'View Redlines' button
        iii. 1 Contracts for Salesforce 'Send for Negotiation' button
        iv. 1 Conga Composer/Conga Sign button which will support a basic eSignature flow
    e. Create up to 2 Salesforce Process Builders to support Legal Agreement workflow automation with a maximum of 20 nodes and/or actions across both (typically created on the Legal Agreement and Email Message objects)
    f. Configure the Legal Entity Object as a parent to the Legal Agreement object
        i.   Create up to 5 customs fields
        ii. Configure up to 1 page layout
4. Contract Request Deliverables include:

        a. Create up to 1 Salesforce Quick Actions to streamline the creation of Contract Agreement Records

                i. The Quick Action can contain up to 6 fields

5. Contract Template Deliverables include:
   a. Template Creation
      i. Create up to 2 Conga Composer templates
         1. Create and insert up to 20 Conga merge fields across all templates
         2. Up to 20 pages across all templates
         3. Build 1 dynamic table to support pricing or quoting tables in a single template
         4. Up to 2 if / then logic statements with 1 to 1 conditions across all templates
         5. Create Conga Template Groups, and conditional presentation in the Composer UI based on simple, single level, 'or' logic Legal Agreement record criteria (e.g. if type = 'NDA' then show all NDA templates, OR if type = 'MSA' then show all MSA templates, etc.)

6. Process Automation and Signature deliverables
   a. Create up to 2 simple Conga Email templates with up to 5 merge fields each
   b. Create up to 3 simple Salesforce Email templates with up to 5 merge fields each
   c. Setup and Configure Conga Sign to the Contract Agreement object
      i. Create up to 1 Salesforce Process Builder to support Conga Sign workflow automation with a maximum of 5 nodes and/or actions
         1. Create embeded signature tags for up to 2 templates with up to two signers for the following standard signature elements:
            a. Printed Name
            b. Signature
            c. Date
            d. Title

7. Search, Reporting & Insight Deliverables include:
   a. Setup 4 out of the box Standard Salesforce Reports and one Dashboard

8. Testing
   a. The Customer will be responsible for completing the testing activity, final validation & verification of the system, with the support of Conga.
      i. Conga will provide guidance, feedback and edits specific to the test plan and processes you create.
      ii. Conga will make configuration changes as needed to resolve test issues reported by the Customer, where the configuration doesn't match the Project Solution Configuration document.

Once testing is complete, Your Conga Engagement Manager will work with you to schedule the Launch process.

Launch

9. Deploy

Conga will support the migration of the solution through 2 Salesforce environments from a Sandbox environment to Production and will perform a final solution review.

10. Training

Conga will provide up to 4 hours of project specific training at the request of the Customer.

11. Project Close

At the close of the project, the Conga Engagement Manager will conduct a project completion meeting. Following the meeting, the Conga Engagement Manager will provide a Project Completion Document for acceptance. If you are unable to sign / accept the Project Completion document within 2 business days, and don't communicate a timeframe in which a response will be made, then the Project Completion document will be considered accepted and we will close out the engagement.

PROJECT PLAN

Project kick-off will be planned on a mutually agreed date, based on Conga and Customer resource availability and completion of the Customer Pre-requisite preparation of necessary data and key requirements.

The Project Plan will be confirmed after the design phase. Any adjustments to the Project Plan (e.g. change in agreement type; scope changes) will require a new SOW.

Maximum Project Plan duration: 5 Weeks (4 Weeks to Launch plus 1 Week of Hypercare). Any extension beyond the allocated Project Plan 5 weeks will require a new SOW. The Customer Readiness phase is estimated to last 2 weeks, however this is dependent on the Customer and is not included in the Project Plan timeline. Accelerator Add-Ons may increase the timeline of the project as noted in the applicable CLM Initiator Accelerator Add-On Amendment Statement of Work.

For the avoidance of doubt, a day is eight (8) hours, Monday through Friday, on Conga's standard business days, excluding holidays.

Project Management

Conga has allocated time towards project management as part of this engagement. This time is utilized for project planning, communications, iterations and to help ensure that the project deliverables are met within the given timeline.

Out of Scope

Any work that is not specifically listed above as in scope is considered out of scope for this SOW. Specific to this project, the following items are not included in the SOW:

- Template design – Conga does not provide branding and design services. Design requirements must be defined by the Customer.
- Creation of Legal Entity Records / data.
- The configuration of any Conga Sign Write back fields or custom fields.
- Configuration of Salesforce Security Settings is out of Scope. Conga may provide guidance as to the best practice around security, but all configuration and modification of security (including objects which Conga installs and creates).
- Configuration, installation and troubleshooting of eSignature integrations, other than Conga Sign. Conga can provide guidance for the configuration of Composer to other eSignature tools via out of the box Composer integrations, but will not support or install third party eSignature products.
- Tables and dynamic logic as part of either a Salesforce Email template or Conga Email template.
- The creation, management, and/or merging into a Composer document of clauses, the clause library, alternate clauses, sub clauses, clause bundles or managed clauses.
- Order Forms, Proposals, Quotes, etc. (Pricing and Product related templates with summary tables presenting costs provided to clients).
- Building team queues to support the Salesforce approval processes
- Integrations with 3rd party systems
- Third-party support and related activities
- Unless purchased as an optional add-on at additional cost, migration of the Conga solution across more than two (2) Salesforce environments is out of scope.
- Unless purchased as an optional add-on at additional cost, migration of legacy contract data is out of scope.

Assumptions

The following assumptions were made in the creation of this SOW:

- The combined the Customer and Conga project team will base the solution design exclusively on functionality that is currently available in the Conga system.
- The Customer will manage and deliver training for all members of the Standard User persona (i.e.; any user who does not have master level administrative and/or content/asset library maintenance responsibilities) unless otherwise requested during the scoping process.
- Conga may require template formatting changes to align with best practices for template design.

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.

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

Conga is 100% native to the Platform. The Conga 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 Conga Solution components composed of the Salesforce and software development technologies listed here: salesforce Apex, salesforce Visualforce, salesforce triggers and JavaScript, Conga callbacks and APIs. Conga 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 Conga Managed services are procured. Conga Services will achieve a code coverage of eighty (80) percent for Conga 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 Conga for the purposes of Conga to deliver its product and services. If Conga has procured the Org Licenses, then the below does not apply.

Platform Dependencies

As the Conga 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 Conga. In the event that Customer's code coverage impacts the deployment of the Conga Solution, Customer will remediate code coverage in a timely manner.

Customer Procured Third-party Apps and Configured Objects

Conga 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 Conga 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 Conga Solution. Please consult salesforce materials at help.salesforce.com for additional sandbox details.