

Professional Services On Demand (“**PSOD**”) consist of consulting and administration services to assist customers with updating, modifying, or maintaining Conga applications.

These PSOD 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**”).

PSOD is an additional service provided by Conga pursuant to an Order 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, PSOD shall be governed by the Professional Services Terms located at: <http://legal.apttus.com/#apttus-professional-services-terms>. Capitalized terms used, but not defined herein, have the meanings assigned to them in the Agreement and the applicable Order.

These Terms apply in addition to the Agreement. In the event of any conflict between these Terms and the Agreement, these Terms shall prevail to the extent of any inconsistency. In the event of any conflict between these Terms and any Order executed hereunder, these Terms shall prevail to the extent of any inconsistency, except with regard to any provision of any Order that specifically identifies a conflicting provision of these Terms and states that the conflicting provision of these Terms does not prevail.

1. The number of hours and applicable invoice dates for a PSOD subscription are indicated on the applicable Professional Services Order.
2. Any unused hours will expire within 90 days of the ‘Start Date’ on the applicable Order. Hours may not be carried over to any additional projects or services.
3. Customer and Conga agree that the PSOD hours establish an estimated in a level of effort document (“**Level of Effort**”). The actual hours may vary. If the actual hours exceed the request maximum available to the Customer for the then current time period, additional PSOD hours may be purchased at the rate of \$350 per hour via a separately executed Order. Unless otherwise set forth in such separate Order, the additional PSOD hours shall expire coterminous with Customer’s then existing PSOD entitlement. Upon Conga’s request, Customer will provide Conga with requirements and other detailed information (including cases, deployment plans, and further documents) to allow Conga to be able to provide a Level of Effort.
4. Customer is responsible for thoroughly testing any PSOD configurations in sandbox and production orgs and will provide written approval and acceptance of the configurations upon successful completion.
5. If any work product or deliverable (“**Deliverable**”) is created or derived via PSOD, 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.
6. Some Customer requests may, depending on their complexity or size and in Conga’s sole discretion, not be covered by PSOD, including, without limitation, integrations (which will be referred to Conga Professional Services), and training classes (which will be referred to Conga Education Services).
7. Customer will grant PSOD representatives full admin access to the production and sandbox orgs as necessary for the provision of PSOD hereunder. PSOD 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 Customer’s request.
8. Any time spent for research, investigation, discovery, meetings, phone calls, testing, and any other activities directly related to the Customer request will be logged as billable time.
9. All PSOD work will be performed remotely (there will be no travel).
10. PSOD work will be performed during work week (Monday through Friday, except holidays).

11. An assigned PSOD representative may be temporarily replaced by another PSOD representative in case of vacation, training assignments, or similar absences.
12. Conga may refuse to perform a Customer request due to high risk 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 PSOD.