

This CLM Solution Assurance 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: <https://legal.conga.com/#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.

**1. Scope of Work**

This section defines the scope of Professional Services to be delivered by Conga, with support from Customer resources, under this SOW. If changes or expanded scope are necessary, a new SOW will be necessary.

During this Project, Conga CLM Solution Assurance Resources will perform and provide the following activities and Deliverables to Customer subject to the scope limitations for the specific purchased CLM Solution Assurance level pursuant to the applicable Order Form.

Activity	Description
Customer Readiness	The Conga Solution Architect will provide guidance and standard templates to help the Customer prepare data and document requirements to support the successful start of the project as needed to supplement Partner provided pre-work..
Plan Gate Review	This is a formal review of the Customer Project plan, staffing and overall approach to ensure that best practices for Conga implementation is being followed
Requirements Gate Review	This is a formal review of all of the requirements related to the Conga solution. The Conga Program/Solution Architect will ensure the requirements for the Conga solution are complete, and that all requirements have been vetted against standard Conga practices.



Solution Design Gate Review	This is a formal review of the design as related to the Conga solution. The Conga Program/Solution Architect will ensure that the solution encompasses all of Conga best practices, and fully meets all requirements captured. Reviews may be conducted iteratively or a single review at the end of design phase depending on Customer Project methodology.
Build Gate Review	This is a formal review of all of the build as related to the Conga solution. The Conga Solution Architect will ensure that the build encompasses all of Conga best practices, and fully meets all design elements captured. Reviews may be conducted iteratively or a single review at the end of build phase depending on Customer Project methodology.
Technical Gate Review	This is a formal review of all of the advance configurations as related to the Conga solution. The Conga Solution Architect will ensure that the customizations encompass all of Conga best practices, and fully meet all design elements captured.
Go-Live Support	This is a formal activity to support go-live readiness and activities such as transition to Technical Support handoff and review that operational change management best practices are in place.

Deliverable	Description
Plan Score Card	The plan scorecard is the end result of the plan gate review, a document produced to indicate that the overall Customer Project plan and approach address key success factors and any exceptions have been documented.
Requirements Score Card	The requirements scorecard is the end result of the requirements gate review, a document produced to indicate that the requirements have been fully vetted, and any exceptions have been documented.
Solution Design Score Card	The solution design scorecard is the end result of the solution design gate review (s), a document produced to indicate that the solution has been fully vetted, and any exceptions have been documented.
Build Score Card	The build scorecard is the end result of the build gate review(s), a document produced to indicate that the build including customizations has been reviewed and any exceptions have been documented.
Go-Live Readiness Score Card	The Go-Live readiness scorecard is the end result of the Go-Live support review, a document produced to indicate that the final Project documents have been provided and that the transition to Conga Technical Support (pursuant to Customer’s purchased level of support in the applicable Order and MSA) has been initiated.

The Conga CLM Solution Assurance resource(s) includes additional Ad-Hoc Hours (“Ad Hoc Hours”) to support the CLM solution design or build activities as requested and directed by the Customer. For clarity, Ad Hoc Hours are (i) subject to the limits of the specific CLM Solution Assurance level purchased in the applicable Order Form (separate document) and as noted below; (ii) must be used at Customer’s direction (no Conga lead work); and (iii) will expire if unused at the end of the engagement term (i.e., “Maximum Timeline for Engagement in the table below”). For clarity, Conga CLM Solution Assurance resources will not perform any configuration work directly on the Customer environments.

The activities, deliverables and ad-hoc consulting hours are subject to the scope limits noted below for the specific CLM Solution Assurance level purchased and must be used within the timeline noted.

Scope Area	Level 1	Level 2	Level 3
Plan Review and Score Card	1	1	1
Requirements Review and Score Card	1	1	1
Design Review and Score Cards	1	Up to 3	Up to 5
Build Review and Score Card	Not Included	Up to 3	Up to 5



Technical Review	Not Included	1	1
Go Live Readiness Review and Scorecard**	1	1	1
Additional Ad-Hoc Hours	Up to 10	Up to 40	Up to 100
Maximum Timeline for Engagement*	12 weeks	24 weeks	36 weeks

Reviews and scorecards are limited in scope to cover up to five (5) agreement types.

\*The timeline will start at 5 weeks after the Order Form execution date. All activities, deliverables or Ad-Hoc Hours must be used by the timeline noted. Any expansion of the scope limits or timelines will require a new SOW.

\*\*The Conga CLM Solution Assurance resources may schedule the transition to Conga Technical Support meeting to occur after the noted timeline limit.

### **3.0 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 on a monthly basis pursuant to Conga’s Travel & Expense policy, located at <https://legal.conga.com/#travel-expense-policy>. Invoices shall be issued and payment shall be due pursuant to the MSA terms.



## Appendix A – Project Assumptions

### Assumptions

Conga will rely on the following assumptions and those stated elsewhere in this SOW in performing the Services. Should any assumption(s) prove to be incorrect or incomplete or should Customer fail to comply with any of its responsibilities set forth in this SOW, Conga reserves the right to modify the price, scope and/or schedule of the Services. Any change(s) to the scope, Deliverables, pricing and/or schedule of this SOW shall be made by Conga and Customer executing a Change Order.

1. The only tasks and Deliverables Conga will undertake or deliver in providing the Services are those specifically set forth in this SOW.
2. Customer personnel are fully available during the Project.
3. Customer personnel are properly trained in their area of responsibility and have obtained training from Conga Education Services to achieve proficiency with the Conga solution. The Conga personnel identified in this SOW will not provide training to Customer, defined as the enablement of Customer personnel to:
  - a) Utilize Conga Out-of-the-Box functionality as an end user or solution administrator
  - b) Configure Conga Out-of-the-Box functionality as a solution administrator

### Project Governance

The Customer and Conga Project Managers will establish appropriate governance to ensure effective and appropriate decision, and escalation procedures during the Plan stage for the Project. Governance may include the following:

- Project Status Meetings: Regularly scheduled with required participation from both Conga and Customer participants;
- Project Status Reports: Regularly provided by Conga to Customer’s Project management team, no more than weekly;
- Steering Committee (as applicable): Providing Project oversight, direction, escalation, arbitration, and decision making. Conga and Customer representatives will be assigned no later than the Project Plan phase and are required to attend (the “Steering Committee”). A Steering Committee meeting is required at phase completions, and on an ad-hoc basis as needed. The first level of escalation within the Project governance structure is the Customer and Conga Project managers. Any issues which cannot be resolved at this level will be escalated to the Steering Committee. The Steering Committee shall then act to resolve in 48 hours.
- The Steering Committee will be the highest escalation point and should be comprised as follows:

#### Conga Representation

1. Vice President, Conga Professional Services
2. Director, Conga Professional Services

#### Customer Representation

1. Senior Representative, Customer Name and Title
2. Senior Representative, Customer Name and Title

## Appendix B. Conga CLM Solution Assurance Scope of Services and Deliverables, Conga and Customer Responsibilities

The only tasks and Deliverables Conga will undertake or deliver in providing the Services are those specifically set forth in this SOW. Any change(s) to the scope, deliverables, pricing and/or schedule of this SOW require a new SOW.

### **1. Services in Scope**

Conga CLM Solution Assurance resources will consult with the Customer on the following:

- Give guidance on the installation of Conga packages in Salesforce.com environments



- Review & provide feedback on the customer and partner developed project plan, methodology approach and staffing
- Actively participate in kick-off and Steering Committee meetings
- Review of functional requirements for the applicable Conga solution
- Guide as required, if requirements and use cases are:
  - Conga Out-of-the-Box (OOTB) functionality
  - Conga Standard Practices for Conga solutions
- Review and provide support for Conga Solution architecture within Customer’s Enterprise landscape
- Provide advice on deployment planning and Salesforce.com environment preparation
- Review Conga solution design, e.g. workflows and approval, processes, entity relationship diagrams, templates, reports
- Participate in Sprint Reviews related Conga solution configuration subject to the limits noted in this SOW
- Provide guidance on documented data documents, (e.g. data dependencies, considerations for data quality, data integrity)
- Support communication with Conga product team
- Help report and document product bugs and enhancement requests

**2. Services Out of Scope**

The following Services are out of scope and will not be provided by Conga:

- Services for solutions other than the Conga Product Suite
- Execution of Customer Project methodologies
- Development of the Customer requirements document
- Development of the Customer solution document
- Configuration of the Conga solution
- Loading of data into the Conga solution
- Any documentation or deliverables outside of the specific deliverables outlined in Section 1
- Services not specifically defined in the scope of the SOW

**3. Roles and Responsibilities**

The following Conga staffing roles, sometimes also referred to as “Resources”, will be assigned and/or allocated to the Project. Specific personnel assignments will be made within three (3) weeks of the Order Form execution date.

Conga Staffing/Resource Roles	Conga Responsibilities
Engagement Manager	<ul style="list-style-type: none"> <li>• Primary point of contact for Customer</li> <li>• Responsible for efficiently allocating Conga resources to the engagement</li> <li>• Responsible for weekly status updates and communicating engagement information to Conga stakeholders</li> <li>• Manages the contracts, budgets, reporting and invoicing for Conga personnel and Conga management</li> </ul>
Program/Solution Architect	<ul style="list-style-type: none"> <li>• Consults with Customer on Project requirements, lead Requirements Gate Review and provide recommendations</li> <li>• Consults with Customer on solution design, lead Design Gate Review and provide recommendations</li> <li>• Consults with Customer on configuration setup, lead Build Gate Review and provide recommendations</li> <li>• Provides guidance to Customer for exceptional components of the solution design and Deliverables</li> </ul>



Conga Staffing/Resource Roles	Conga Responsibilities
	<ul style="list-style-type: none"><li>• Participates in design workshops and check-point meetings to ensure projects adhere to consistent standards and leading practices to support Customer success</li></ul>

**2. Customer Responsibilities**

Customer will in a timely manner (i.e. in a time period that does not adversely affect Conga’ delivery of the Services) perform the following tasks and/or is responsible for the following:

1. Assign a Project manager (“Customer Project Manager”) or other point of contact to provide direction and guidance to Customer and Conga personnel as required; provide information and resources as needed by Conga to enable Conga to perform the Services; provide any approvals, as needed.
2. Customer and/or Customer’s third-party partner (“Partner”) is responsible for overall Customer Project delivery including, but not limited to, requirements gathering, solution design, configuration, customization, user acceptance testing, deployment and go-live support.
3. Customer and/or Partner is responsible for overall Customer Project management activity. This includes: 1) responsibility and accountability for Customer Project on-time and on-budget; 2) ensuring that all third parties, including software providers, suppliers, contractors and consultants, communicate, cooperate and resolve issues in a timely manner, and; 3) establishing an issue escalation process to address and resolve issues as they arise in a timely manner.
4. Provide access to appropriate Customer personnel, including executives, business process owners, technical and operational staff and solution users, as needed.
5. Provide response(s) to all requests for information by Conga
6. Schedule and invite Conga to weekly status, steering committee, and review meetings as relevant to allow Conga to perform the in-scope activities.
7. In the event Conga personnel are on-site, provide office space, including, but not limited to, furniture, telephone and network/internet access services, as deemed necessary by Conga in good faith in order for Conga to perform the Services.
8. Resolve Customer Project issues as they arise in the Project.
9. Customer will complete documentation to meet Customer’s methodology and governance requirements.
10. Customer personnel are fully available during the Customer Project.
11. Customer personnel are properly trained in their area of responsibility and have obtained training from Conga Education Services to achieve proficiency with the Conga solution. The Conga personnel identified in this SOW will not provide training to Customer, defined as the enablement of Customer personnel to:
  - a. Utilize Conga (OOTB functionality as an end user or solution administrator
  - b. Configure Conga OOTB functionality as a solution administrator