

SUBCONTRACTOR PROFESSIONAL SERVICES AGREEMENT

This Subcontractor Professional Services Agreement (“Agreement”) is effective as of the date the Work Order is signed between the parties (the “Effective Date”). Company name shall be stated on the Work Order. Conga desires to engage Company to provide consulting, technical, or other professional services related to certain software of Conga and third parties and Company desires to perform the services on the terms and conditions set forth herein and as further described in the Statement of Work attached hereto as Exhibit A and made a part hereof (“SOW”). Conga and Company agree as follows:

1. SERVICES.

1.1 Purpose; Statements of Work. Company will provide consulting, technical, or other Professional Services to Conga as described in the SOW. The SOW specifies the Professional Services and any additional terms. “Professional Services” means services relating to installation, training, implementation, or configuration related to Conga software solutions. The SOW defines, as applicable, the Professional Services to be performed, the applicable specifications during each phase of the project, any deliverables, and any acceptance or testing of the deliverables. The SOW shall be deemed incorporated into this Agreement and made a part of this Agreement. This Agreement shall govern the Professional Services provided under the SOW and, in the case of any conflict of terms between any SOW and this Agreement, the Agreement shall control. Conga is utilizing Company’s Professional Services to deliver services or solutions to a Conga client (“Client”). Company acknowledges and agrees that nothing in this Agreement precludes or prohibits Conga from contracting directly with Client to provide services.

1.2 Change Requests. In the event that Conga requires a material change to the scope, frequency, or volume of the Professional Services in a SOW, Conga will provide a written change request to the Company for approval, specifying the change required (each a “Change Request”). Each party agrees that a Change Request may necessitate a change in the delivery schedule and fees due under the applicable Work Order. No Change Request will be binding upon either party until it is signed by the authorized representatives of both parties.

1.3 Company Assistance. Company shall provide Conga with such resources, Company’s and/or Client’s information, documentation, and assistance as Conga may reasonably request in connection with the performance of the Professional Services. Company shall perform the Professional Services in a prompt manner and provide each deliverable no later than the delivery dates specified in the Work Order. At the direction of Conga, Company shall provide Professional Services directly to Conga or customers of Conga on Conga’s behalf.

1.4 Engagement Managers. Company and Conga shall each designate an engagement manager from their staff responsible for all project control and development Professional Services that are standard for the project.

2. FEES AND PAYMENT.

2.1 Services Fees. Conga hereby agrees to pay Company all fees, costs and expenses due pursuant to the Work Order and any Change Requests. Unless expressly specified otherwise in the Work Order or Change Request, all Professional Services shall be performed at Company’s then-current time and materials rates. Company will earn and be paid by Conga for actual time worked in connection with the performance of Professional Services.

2.2 Payment Terms. Conga shall pay all amounts outlined in the Work Order within net 45 days from receipt of an invoice from the Company. All fees due hereunder are exclusive of, and Conga shall pay, all sales, use and other taxes, export and import fees, customs duties and similar charges applicable to the transactions contemplated by this Agreement.

3. OWNERSHIP; WORKPRODUCT; LICENSE.

3.1 As between the parties, Company owns all right, title and interest in and to its intellectual property including software, programming documentation, technical ideas, patents, trademark, trade secrets, service marks, trade names, domain name rights, mask work rights, know how, processes, algorithms, user interfaces, techniques, designs, mappings, routings, templates, data and any other intellectual property rights therein developed or owned prior to commencement of this Agreement (“Company Prior Technology”). Company agrees to grant to Conga a perpetual, worldwide, nonexclusive, non-sublicensable, nontransferable, non-assignable (except as provided otherwise in this Agreement), fully

paid up, limited, license to use Company Prior Technology developed or provided in the delivery of the SOW with Conga's separately licensed software. Unless otherwise expressly provided in any applicable Statement of Work, Conga is granted no title or rights of ownership of Company Prior Technology.

3.2 As between the parties, Conga owns all right, title and interest in and to its intellectual property including software, programming documentation, technical ideas, patents, trademark, trade secrets, service marks, trade names, domain name rights, mask work rights, know how, processes, algorithms, user interfaces, techniques, designs, mappings, routings, templates and any other intellectual property rights therein developed or owned prior to commencement of this Agreement and any derivative works, improvements enhancements or modifications made to the foregoing including as provided or created during the performance of Professional Services ("Conga Technology") pursuant to this Agreement and the delivery of the SOW.

3.3 Each party reserves all rights not otherwise expressly granted in this Agreement and no licenses are granted by implication, estoppel or otherwise.

4. COMPLIANCE WITH LAWS.

Company shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with providing the Professional Services, including those related to data privacy, international communications, and the transmission of technical or personal data (e.g. GDPR, CCPA, Australian Privacy Act, etc.).

5. WARRANTIES; DISCLAIMER.

5.1 Limited Warranty. Company warrants that the Professional Services delivered will substantially conform to the deliverables specified in the SOW and that all Professional Services will be performed in a workman like manner consistent with industry standards for similar work. If Professional Services do not substantially conform to the deliverables, Conga shall notify Company of such non-conformance in writing, within 30 days from completion of Professional Service, and Company shall promptly repair the non-conforming deliverables, without charge. If Company is unable to make the non-conforming deliverable operate as warranted within a commercially reasonable period of time following Company's notice of such from Conga, then immediately upon providing Company with written notice thereof, and Company will refund to Conga all fees that are attributable to the non-conforming deliverable, within 10 days. THE EXPRESS WARRANTIES FOR PROFESSIONAL SERVICES ARE SPECIFIED IN THIS SECTION AND ANY SOW, EACH PARTY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OR ANY KIND, WHETHER EXPRESSED OR IMPLIED INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5.2 Disclaimer. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN SECTION 5.1 ABOVE, THE SERVICES AND ANY CONGA PRODUCTS ARE PROVIDED "AS IS," WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND.

6. TERM AND TERMINATION.

6.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue for two years or until the end of a relevant Work Order (the "Term").

6.2 Termination. Conga may terminate a Work Order and/or the Agreement at any time with or without cause upon five (5) days notice (email shall suffice). The termination or expiration of a single Work Order shall not cause the automatic termination of any other Work Order in effect.

7. Indemnification and Limitation of Liability.

7.1 Indemnification. If any action is instituted by a third party against Conga arising out of, or in connection with a claim that the Professional Services, as provided, infringes a copyright, registered patent, trademark or other third party rights, then Company shall indemnify and hold Conga, Conga's Affiliates and each such party's parent organizations, subsidiaries, officers, directors, employees, and agents harmless from and against any and all costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of, or in connection with a claim and will defend such action at its own expense on behalf of Conga and will pay all damages attributable to such claim which are finally awarded against Conga or paid in settlement of such claim. Company will have no liability to Conga for any infringement action that

arises out of hereunder to the extent any such claim is based upon (i) a modification to any deliverable by Conga or a third party without Company's prior consent, or (ii) in combination with any other service, equipment, software or process not provided by or authorized by Company where the combination is the basis for the infringing activity.

7.2. LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING ANY LOST DATA, LOST PROFITS AND COSTS OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THIS AGREEMENT, THE USE OF OR INABILITY TO USE THE CONGA PRODUCTS OR ANY PROFESSIONAL SERVICES PROVIDED HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS SET FORTH ABOVE IN SECTION 7.1, IN NO EVENT WILL EITHER PARTY'S TOTAL CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE USE OF OR INABILITY TO USE THE CONGA PRODUCTS OR ANY PROFESSIONAL SERVICES PROVIDED HEREUNDER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED ONE HUNDRED THOUSAND DOLLARS.

8. CONFIDENTIALITY

8.1 Confidential Information. Each party (the "Disclosing Party") may from time to time disclose to the other party (the "Receiving Party") certain information regarding the business, products, or services of the Disclosing Party and its suppliers, including technical, marketing, financial, employee, planning, data, templates, and other confidential or proprietary information, including information that the Receiving Party knew or should have known, under the circumstances, was considered confidential or proprietary by the Disclosing Party ("Confidential Information").

8.2 Protection of Confidential Information. The Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose other than exercising its rights or exercising its obligations under this Agreement, and will disclose the Confidential Information of the Disclosing Party only to the employees or contractors of the Receiving Party who have a need to know such Confidential Information for purposes of the Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty under this Section 8.2. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

8.3 Exceptions. The Receiving Party's obligations under Section 8.2 with respect to any Confidential Information of the Disclosing Party will not apply if such information: (a) was already known to the Receiving Party without restriction at the time of disclosure by the Disclosing Party; (b) was disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) was independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is (i) approved in writing by the Disclosing Party; (ii) necessary for the Receiving Party to enforce its rights under the Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court of similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's request and expense, in any lawful action to contest or limit the scope of such required disclosure. Disclosure pursuant to Section 8.3(iii) shall not render Confidential Information as non-confidential or remove such Confidential Information from the obligations of the confidentiality obligations set forth in this Section 8.

8.4 Return of Confidential Information. The Receiving Party will return to the Disclosing Party or use reasonable efforts to destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control promptly upon the written request of the Disclosing Party upon the expiration or termination of the Agreement. The Receiving Party will certify in writing that it has fully complied with its obligations under this Section 8.4.

9. NON-SOLICITATION. During the term of this Agreement and for 12 months after the termination or expiration of this Agreement, neither party will, directly or indirectly, solicit the employment or services of any employee or consultant of the other party with whom a party has had contact or who became known to it in connection with this Agreement, or encourage such employees or consultants to leave the other party; provided, however, that the foregoing does not prevent a party from employing such persons who contact such party on their own initiative without prior solicitation from such party in response to a general advertisement or other general solicitations of employment not directed to the other party's

employees or consultants. A party, at its sole discretion, may consent to its employee or consultant going to work for the other party in exchange for payment of 6 month's salary from the hiring party as a recruiting fee. The provisions of this Non-Solicitation cannot be waived except as stated herein.

10. GENERAL.

10.1 Assignment. Neither party may assign or transfer, by operation of law or otherwise, this Agreement or any of its rights under this Agreement to any third party without the other party's prior written consent, such consent shall not be unreasonably withheld or delayed; except that either party may assign this Agreement by operation of law or otherwise to any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any attempted assignment or transfer in violation of the foregoing will be null and void. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, and shall not confer any rights or remedies upon any person or entity not a party hereto.

10.2 Force Majeure. Except for any payment obligations, neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder as a result of any cause which is beyond the reasonable control of such party, however, such affected party shall take commercially reasonable efforts to mitigate the effects of such causes.

10.3 Governing Law. If Company is incorporated in the United States, this Agreement shall be governed by Delaware law, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in Delaware USA. If Company is incorporated in Europe, this Agreement shall be governed by the laws of the England, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the courts of England. If Company is incorporated in Australia or Asia Pacific region, this Agreement shall be governed by the laws of Australia, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the courts of Australia.

10.4 Relationship of the Parties. The parties acknowledge that Company is an independent contractor of Conga, and its employees are not employees of Conga. Nothing in this Agreement or any SOW will be construed as creating a partnership, joint venture, or agency relationship between the parties, or as authorizing either party to act as an agent for the other or to enter contracts on behalf of the other. Nothing in this Agreement is intended to confer any rights or remedies on any other person or entity, which is not a party to this Agreement.

10.5 Entire Agreement. The Work Order, the Agreement, including any SOW and any exhibits or attachments thereto, constitute the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral.

EXHIBIT A
STATEMENT OF WORK

SMB IN A BOX IMPLEMENTATION

Project Scope

Company to deliver its proven implementation methodology based on agile principles consisting of the following 4 stages:

Define

Company will run focussed discovery sessions to capture the business process and requirements for this engagement.

- **Project kick off** will agree the roles, responsibilities and define the requirements against business objectives to ensure the Conga and Company teams are aligned.
- **Requirement Workshop(s)** – we will walk through the current and to-be process, requirements and data, capturing the detailed requirements for each as aspect of the scope of work in order to create a backlog of user stories.

Design

The Company will design the data model and configuration ensuring that the solution leverages standard Conga and Salesforce features, keeping any customization to an absolute minimum.

Develop

The Develop phase will implement user stories that have been agreed by the Product Owner and quality assure these prior to passing back to the Product Owner for validation. Templates for the required data loading will be created by the Company and populated by customers of Conga. These will then be loaded into Salesforce by the Company.

Deliver

- User Acceptance Testing(UAT) will be executed to ensure that the solution functions as expected.
- Any issues or changes that are required will be raised by the Product Owner and agreed amendments made to the solution.
- Train the Trainer Training will be carried out to ensure that the delivered solution is understood by users and administrators.
- Go-live is project complete and accepted.

Scope of Work

The scope of work is based on a Conga Composer, Conga Sign and Conga Grid products to an appropriate instance of Salesforce as per the table below. Company shall provide training and enablement to further cement the applications and drive adoption.

Essentials/Bronze Tier: Conga Composer 5/ Conga Sign 5 /Conga Grid 5.
Implementation is based on 2 days' time and materials

Feature Essentials	Cost \$2000.00 ex VAT
Commissioning & Set up	✓
Set up of 2 standard templates New Business & Renewal	Up to a maximum of 16 pages across two templates
Opportunity merge	1
Quote Query for Child Data	1
Maximum number of Grids Configurations	2
Maximum number of Conga Sign	5
Online Training	2 hours

Additional scope details

- Customer prepares documents electronically validated prior to implementation.
- The Company must review prior to check for complexity so it meets the criteria or Conga accept additional scope cost based on their AE assessment
- Payment 45 Days after project start date
- Conga standard Support provided by Conga

Assumptions

Data provided by the customer, will be in correct format and cleaned ready for loading Company does not clean data or format your data in the scope of this agreement

A 01	This proposal is based on the tier selected additional templates can be added at additional cost via ad hoc discussion with customer
A 02	The customer is familiar with all terminology used within this proposal and any uncertainties have been clarified
A 03	Conga & Salesforce provides a significant amount of functionality standard or out-of- the- box. Estimate assumes that out of box features and functionality with configuration will be the norm for design wherever possible and customization within the Salesforce Org or using Apex Code or Visualforce will not be required
A 04	The customer will be responsible for writing and executing all (User Acceptance Testing) UAT scripts
A 05	Customer project team members will respond in a timely manner to resolve blocked user stories or items of clarity required.
A 06	The customer will review and accept user stories prior to the start of every sprint (where required)

A 07	Any changes to user stories can only be done prior to acceptance of the user story draft. If the customer wishes to change a user story that is already in progress, a change request will need to be raised with priority and re- prioritization of next sprints backlog items.
A 08	The customer will be available for scheduled workshops, to be responsive to requests for reviews and sign-offs, as well as to address questions and any blockers experienced by the project team in a timely manner.
A 09	Customer will be required to provide documented and normalized business rules, processes, and data fields prior to the start of design unless otherwise agreed in advance between customer and Consultant team.
A 10	The appropriate Salesforce org and licenses for Salesforce and Conga will be available to be used at the start of the project.
A 11	If target solution is to be delivered in an existing Salesforce org the estimate assume to NO rework of the existing configuration will be required
A 12	In an existing org a partial or a Full copy Configuration Sandbox will be available for use where required
A 13	No third party applications or AppExchange solutions (licenses) are included in our costs
A 14	Should data migration be required the Company will provide customer with standard pre-defined CSV templates. The customer will be responsible for populating these templates.
A 15	No data extraction, cleansing, consolidation, transformation or de-duplication will be performed by the Company's team. This will be customer responsibility
A 16	Outside of the Conga suite of products. Neither third party applications nor AppExchange applications can be installed or integrated without customers authorization and are subject to the client accepting that they have undertaken suitable due diligence of any application and if required an approved change request for the additional effort.
A 17	Assumed that customer is aware of data storage allowances associated to licenses and will aim to ensure data volumes are maintained within allowances or additional storage is purchased if required.

Not in Scope

OS 01	Any requirements that fall outside of the Scope of this proposal including those discussed in pre-sales or at any other time either verbally or by any other means. The SOW within this document is the absolute scope of the project to be delivered.
OS 02	Any costs associated to Salesforce Licences, AppExchange solutions or other 3rd party licences. PLEASE NOTE; Sandbox licenses may be required.
OS 03	Any configuration of Salesforce dynamic data
OS 04	Any responsibility for Data extraction, cleansing, deduplication or transformation work associated to the customer data.

OS 05	The loading of any Activity, Email, Note, Task, Event or Attachment data unless specified in the scope
OS 06	Any custom development, refactoring, or use of Apex Code, Visual force or other development code, outside of standard configuration unless specifically agreed with customer.
OS 07	Any Change Management requirements customer is responsible for communicating change plans/strategy
OS 08	Any Translation work for multi-language
OS 09	Any responsibility for Add-in connector tools and/or AppExchange products. These are selected at the customers discretion and should be checked with The Company for Lightning and Pardot compatibility.
OS 10	Specific resources for Quality Assurance testing on custom code creation.
OS 11	Solution handbook/documentation
OS 12	Any development of custom curriculum/training materials
OS 13	Creation of any HTML/CSS for custom email templates, landing pages, forms in relation to Pardot or Marketing cloud

Commercials

Commercial terms are outlined in the Work Order.

Client Readiness

In advance of the project start, it is crucial that the Conga AE provides us with a single point of contact for the Company who will become the Conga 'Product Owner' within the business.

Specifically, this person must:

- Have the authority to make decisions on behalf of the business
- Ensure that the required stakeholders are present for workshops, reviews and UAT
- Make all documents available to the Company that are relevant to the project
- Sign off each user story and direct any alteration to the backlog
- Ensure every user story has acceptance criteria and this is signed off by the business
- Ensure the right users are present for Train the Trainer sessions and be responsible for describing and explaining the business processes

Project timeline

The overall project will be completed in two days.