

This Service Level Agreement (“SLA”) applies in addition to the Master Services Agreement, or similar subscription agreement, (whether formed by separately executed agreement or by acceptance of the Master Services Agreement located at <https://legal.conga.com/#master-services-agreement>) in place between Apttus Corporation (“Conga”) and Customer (“Agreement”). In the event of any conflict between this SLA and the Agreement, this SLA shall prevail to the extent of any inconsistency.

Conga may amend this SLA from time to time by posting an amended version at its website and sending Customer notice thereof (an email to Customer’s project sponsor shall be deemed sufficient in this case). Such amendment will be deemed accepted and become effective 30 days after such notice (the “Proposed Amendment Date”) unless Customer first gives Conga written notice of rejection of the amendment. In the event of such rejection, this SLA will continue under its original provisions, and the amendment will become effective at the start of Customer’s next Subscription Term following the Proposed Amendment Date. Customer’s continued use of the Subscription Services following the effective date of an amendment will confirm Customer’s consent thereto. This SLA may not be amended in any other way except through a written agreement by authorized representatives of each party.

Definitions.

“Subscription Services” means the the online subscription services, including associated offline components, related online training and packaged technical support services provided or managed by Conga.

Availability: Conga warrants the Subscription Services will generally be available 99% of the time, except as provided below. General availability will be calculated per calendar quarter, as follows:

$$\frac{[(total - nonexcluded - excluded) * 100]}{total - excluded} \geq 99\%$$

Where:

total means the total number of minutes for the quarter

nonexcluded means downtime that is not *excluded*

excluded means the following:

- Any planned downtime. (NOTE - Conga planned downtime for scheduled maintenance takes place between 12:00 am and 11:59 am PT Saturdays. If the Subscription Services are hosted on the salesforce.com platform, then Conga will use the same maintenance schedule as published and used by salesforce.com.)
- Any period of unavailability lasting less than 5 minutes.

- Any unavailability caused by circumstances beyond Conga’s reasonable control, without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Conga employees), or delays involving hardware, software or power systems not within Conga possession or reasonable control, and network intrusions or denial of service attacks.

Unavailability for some specific features or functions within the Subscription Services, while others remain available, will not constitute unavailability of the Subscription Services, so long as the unavailable features or functions are not, in the aggregate, material to the Subscription Services as a whole.

Penalties: Should Conga fail to meet 99% general availability of the Subscription Services for a calendar quarter, and this downtime significantly affected Customer’s ability to use the Subscription Services, Customer may continue to use the Subscription Services, but will receive credit for one half day of its Conga subscription, in that quarter, for each two hours of general Subscription Services unavailability below 99%. Any such credit may be applied ONLY against future invoices for Subscription Services. The penalties specified in this “Penalties” section shall be the sole remedies available to Customer for breach of this SLA.

Reporting and Claims: To file a claim under this SLA, Customer must send an email to sla@conga.com with the following details:

- Billing information, including company name, billing address, billing contact and billing contact phone number
- Downtime information with dates and time periods for each instance of downtime during the relevant period
- An explanation of the claim made under this SLA, including any relevant calculations

Claims may only be made on a calendar quarter basis and must be submitted within 30 days after the end of the relevant quarter, except for periods at the end of a subscription agreement that do not coincide with a calendar quarter, in which case Customer must make any claim within 30 days after the end of its subscription agreement.

All claims will be verified against applicable system records. Should any periods of downtime submitted by Customer be disputed, Conga will provide to Customer a record of Subscription Services availability for the period in question. Conga will only provide records of system availability in response to good faith Customer claims.