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.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. Detailed scope and objectives will be confirmed during the define and design phases. If changes or expanded scope are necessary, a new SOW will be necessary.

1.1 Organizational Scope

The efforts assume one configuration across the organization, and no effort or time is allocated to design or configure variations. All countries, divisions, and user roles will leverage the same data structures, processes, and approval workflows.

1.2 Product Scope

- Conga CLM Generator
- Conga Composer



Conga Sign

1.3 Functional Use Case 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. <u>Project Kickoff meeting and workshop planning</u>
 - 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. <u>Design Workshops</u>
 - a. Project team product review to prepare for design discussions
 - b. 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
 - 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 include:
 - 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 & Insights 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. Proiect 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. Formal sign-off / acceptance of the Project Completion is required to close out the engagement. 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.

1.4 Out of Scope

Professional Services and/or scope not included and/or not itemized as "Scope" in this SOW are out of scope, including:

- 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.

1.5 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.

2. Deliverables and Acceptance Criteria

2.1 Deliverables

The anticipated Deliverables provided by Conga for the scope of this SOW will be:

- Conga Project Plan
- CLM workbooks & Go-live technical checklist(s)
- Configured system

2.2 Acceptance of Deliverables

Deliverables will be produced in accordance with the Project Plan. Conga will provide early drafts when feasible to facilitate prompt review and approval.

Customer shall have two (2) business days from the date of receipt of a Deliverable to provide final acceptance or rejection of the Deliverable in writing.

If Customer rejects a Deliverable, it will specify in reasonable detail each deficiency and / or nonconformance serving as the basis of rejection in writing. Upon receipt of such Deliverable rejection notification, Conga will promptly correct such deficiencies and / or nonconformities and redeliver the Deliverable for Customer's review. Upon re-delivery of the Deliverable, Customer shall provide notification of final acceptance or rejection in writing as soon as reasonably possible, but no later than two (2) business days from the date of receipt.



If Customer does not provide notice of final acceptance or rejection within two (2) business days in writing of a Deliverable or re-delivery of a rejected Deliverable, the Deliverable will be deemed accepted.

3. Project Methodology & Delivery Assurance

3.1 Methodology

The following Implementation Methodology will be used for this Project. The Project methodology includes five phases. Conga provides delivery assurance throughout the Project lifecycle as part of the methodology.

Customer Readiness	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6 +
Data Prep and Requirements	Plan	Define/Design, Configure, Testing		UAT	Launch/Hypercare	

The phases are outlined below:

Customer Readiness - The customer will prepare and provide necessary data and key requirements in order to kick-off the project. Conga will provide guidance and templates for the collection of the data and requirements during the Customer Readiness phase. Conga guidance is limited to:

• Two x 1 hour weekly check-in meetings, two x 2 hour consultation meetings and one x 2 hour final pre-work review meeting. Additional consulting will require a new SOW.

Pre-work must be completed before moving into Plan phase of project.

Plan - A Project kickoff readiness review is conducted. The predefined Project plan is shared, and kickoff is held where clear Project objectives are established. Refer to section 6.4 for the list of prerequisite deliverables from Customer prior to starting the Plan Phase. These deliverables will be reviewed as part of the kickoff readiness review.

Define, Design, Configure & Test – This phase uses agile methodology to configure the defined scope. It consists of three (3) sprints. The scope of the solution offering is shared and explained to the Customer. Any changes within the scope defined in Section 2.3 'Use Case Scope' is reviewed and agreed upon in writing. Customer is required to confirm the defined requirements by end of each sprint for the scope of the sprint. The solution is configured, and deployment plan is developed. Conga will test and verify the solution.

UAT - Customer to confirm that system is configured according to agreed requirements and design.

Launch/Hypercare - Deployment of the solution to production and one week of Hypercare

Conga will utilize one or more of the following tools to support the implementation efforts. The tools are templatized for fast and consistent implementation results. The client Project team may be granted access for the duration of the Project. The tools that may be utilized during the Project are Microsoft Project, Confluence, JIRA, Zephyr, Bitbucket.



4. 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 Deliverables defined below.

As of the Effective Date, the known requirements, estimates effort, and scope the following Project Plan ("Project Plan") is anticipated for Conga solution delivery. The Project Plan will be confirmed after the design phase. Any adjustments to the Project Plan (e.g. change in agreement type; scope changes) may 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 up to 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 Accelerator Add-On Amendment Statement of Work.

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

4.1 Kickoff

Conga will contact Customer within three (3) weeks of SOW Effective Date to establish a Project start date. The Project start date will be mutually agreed to in writing by the parties (email sufficient).

4.2 Go-Live

"Go-Live" refers to the on-boarding of users to the Conga in the Production environment.

- A single go-live event is in scope. Additional go-lives are not in scope and any functionality that
 is mutually agreed to be deferred from the single go-live is no longer part of the scope of this
 SOW.
- Go-Live occurs after migration of the Conga solution to the Production environment.
- Customer will be responsible for Go-live planning with guidance from Conga as outlined in this sow
- Conga assumes Customer's information technology policies that govern the deployment of Conga solution to the Production environment and the go-live of new information technology, will not extend the Project Plan described herein via a delay in the deployment or Go-Live of the Conga solution.

4.3 Hypercare Period

"Hypercare Period" refers to the period and services following the Go-Live of the Conga solution.

- For a release of the Conga solution, the Hypercare Period begins at Go-Live and concludes after five (5) business days, i.e. one (1) week.
- For clarity, issues identified after the Hypercare Period will be addressed per the terms set forth
 in Customer's applicable subscription agreement with Conga (i.e. Customer's purchased level
 of Technical Support in the MSSA and applicable Order or Order Form). Upon completion of the
 Hypercare Period, Conga will send Customer a notice (email sufficient) acknowledging SOW
 Project completion.



5. Resourcing, Roles and Responsibilities

5.1 Resourcing

Conga and Customer resources share responsibility for Project execution, as outlined in this SOW. Assigned resources are required to attend the Project kickoff, and to perform agreed activities throughout the Project lifecycle

5.2 Customer Roles and Responsibilities

Customer Roles	Customer Responsibilities
Steering Committee	Provide Project oversight and high-level direction
Representative	Guide the Project's alignment to key objectives
	Highest level of escalation, decision making and issue resolution
Project Manager	Act as primary point of contact for Conga Project Manager
	Coordinate all Project activities and required Customer resources
Subject Matter Expert	 Provide business and technical expertise to the Project related to Customer's desired solution
(Business and Technical)	processes; resources that are familiar with Customer business processes, documents, approval
	processes, etc.
QA Testers	 Develop UAT test strategy, test scenarios, and test plans
	Execute test cases and report findings to the Project managers
System Administrators	Administer sandbox environment(s)
	Manage all CRM activities required by and related to the Project
Trainers	Attend Conga 'Train the Trainer' training
	Develop Customer training material
	Train Customer users on the day-to-day use of the configured Conga solution

5.3

The following Conga roles, sometimes also referred to as "Resources", will be allocated to the Project. This is subject to change based on further analysis and discovery through the Project stages.

Conga Staffing/Resource Roles	Conga Responsibilities
Project/Engagement Manager	 Helps monitor and advise Performs functional and Project management activities, including management of Conga consulting team Issue status reports, manages risk and issue tracking and manages budget and schedules
Center of Excellence Expert	 Leads solution design QA of design and solution Audits Project for adherence to implementation best practices and conformance to standard methodology Provides subject matter expertise as required
Center of Excellence Consultant	Configures and unit tests solution

5.4 Pre-Requisite Deliverables



Prior to Project start, Customer will provide Conga with Pre-Requisite Deliverables (collectively, "Pre-Requisite Deliverables") during the Customer Readiness phase described in section 4.1:

- Business objectives and Key Performance Indicators (KPIs)
- Agreement Types Identify the Agreements and key metadata fields to be captured as per the scope
- Agreement Templates Each Template should be marked up to indicate dynamic fields and conditional legal language, and signature blocks
- Business rules mandatory fields, validations, computations
- Email Notification Templates with customer branding/logo/disclaimer language
- Review the predefined business process flows built in the Conga CLM Essentials Accelerator and highlight any minor modifications
- Signature Details Identify Signatories, Wet Signature/eSignature process
- Provide access to Conga to Customer Salesforce sandbox environments
- Conga will provide guidance and templates for the collection of the deliverables.

5.5 Project Work Products and Activities

The following Work Product and Activities are minimally required for the Project:

- Work Product: outputs to support Project delivery that do not require Customer approval
- Activity: methodology component that is a task that does not require Customer approval
- *Note: The below Work Product and/or Activities may result in the output of a Deliverable as identified in Section 3.1.

To complete the Work Products and Activities each parties' Roles and Responsibilities are defined as follows:

- R = Responsible: Conga or Customer performs the work to complete the Activity and /or Work Product
- A = Accountable: Conga or Customer responsible for justifying actions or decisions made to complete the Activity and / or Work Product
- C = Consulted -Conga or Customer whose opinions are sought by the person responsible for the Activity and / or Work Product
- I = Informed Conga or Customer that should be kept up to date on progress of the Activity and / or Work Product

Conga and Customer are each responsible for completing their assignments, as indicated in the following table:

Stage/Category	Activity or Work Product	Owner		Tyroo	
Stage/Category	Description	Conga	Customer	Type	
Customer Readiness	Preparation of Pre-Requisite Deliverables	С	R	Work Product	
	Project kick-off	С	R	Activity	
Plan	Review and accept Customer Deliverables	R	С	Activity	
	Project Plan	R	А	Work Product	



	Training Plan	С	R	Work Product
	Resource management	R	R	Activity
	Facilitate regular Project meetings	С	R	Activity
	Weekly status reports	R	R	Work Product
	Conduct requirements workshop	R	A, C, R	Activity
	Define functional requirements	A, R	С	Activity
Define/Configuration/SIT	Configure Conga solution	R	С	Activity
	Develop SIT test plan/cases	R	С	Activity
	Conduct SIT testing	R	С	Activity
	Develop deployment plan	R, C	R	Activity
	Develop UAT Test plan/cases	С	R	Activity
	Migrate solution from Development Environment to SIT Environment	R, C	R, C	Activity
UAT	System Navigation and walkthrough Session	R	А	Activity
	Train the Trainer	С	R	Activity
	Conduct UAT Testing	С	R	Activity
	Manage UAT Fixes	R	R	Activity
	UAT Sign-off	С	R	Activity
	Develop Hypercare Plan	С	R	Work Product
Launch	Go/no-go decision	С	R, A	Activity
	Migrate solution from UAT Environment to Production Environment	R, C	R, C	Activity
II. manaana	Develop support transition Project overview	R	R	Activity
Hypercare	Validate Status and availability of key Deliverables	R	R	Activity
	Information sharing sessions to Tech Support	R	А	Activity
	Disposition cases opened during Project	R	С	Activity

6.6 Customer Project Deliverables

During the Project, Customer is responsible for ensuring completing the following Customer Deliverables are completed (collectively, "Customer Deliverables") according to the Project Plan:

- Functional Requirements
- UAT Test Plan
- UAT Test Cases
- UAT Testing
- Deployment Plan
- Training Plan
- Hypercare period Plan



Signoff on Testing

For clarity, the acceptance criteria set forth in this SOW does not apply to Customer Deliverables.

6. 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.

7. Project Governance

During the Plan stage for the Project, the Customer and Conga will establish appropriate governance to support effective and appropriate decision making, sign off, and escalation procedures. 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;

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 representatives below:

Conga Representation

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

Customer Representation

- 1. Senior Representative, to be determined by the parties (email being sufficient)
- 2. Senior Representative, to be determined by the parties (email being sufficient)



Appendix A – Salesforce Platform Assumptions

<u>Salesforce Lightning Platform Assumptions (referred to as "Platform")</u> 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.