

Technical Account Manager (“**TAM**”) provides customers with a named Conga resource to assist post-implementation to strategically help achieve optimal performance and growth. TAM is generally made available as a renewable subscription.

These TAM 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**”).

1. The initial term and applicable invoice dates for a TAM subscription are indicated on the applicable Order. Subscription fees for TAM shall be non-refundable. Unless otherwise set forth in a separate Master Subscription Services Agreement, or equivalent software subscription agreement, the fees for each renewal term will increase by 5% over the fees for the prior twelve (12) months.
2. Upon request the following TAM services will be provided:
  1. Customer Advocacy
  2. Preventative Maintenance
  3. Best Practice Guidance
  4. Integrated Planning and Application Modernization
3. If any work product or deliverable (“**Deliverable**”) is created or derived by TAM, the following shall apply: (i) Customer shall own all Deliverables, to the extent each contains Customer Data or Customer Confidential Information and (ii) Conga shall own all other Deliverables, as well as any feature enhancements, customizations, or derivative works made to or created via the Service.
4. Some Customer requests may, depending on their complexity or size and in Conga's sole discretion, not be covered by TAM and be referred to the Conga Professional Services team, including, without limitation, integrations (will be referred to the Conga Professional Services team), and training classes (will be referred to the Conga University and Training team).
5. Customer will grant TAM full admin access to the production and sandbox orgs necessary for the provision of any activities related to a TAM. TAM 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.
6. Any time spent for research, investigation, discovery, meetings, phone calls, testing, and any other activities directly related to the Customer request will be logged.
7. Some TAM related activities will be at the customer site, however, most TAM activities will be performed remotely. All customer related travel will be billed to the customer.
8. TAM hours of coverage will be mutually agreed upon with the customer for the work week (Monday through Friday, except Holidays).
9. A named TAM will be responsible for multiple accounts and may be temporarily replaced by another TAM representative in case of vacation, training assignments, or similar absences.
10. 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 TAM.