



This CLM Accelerator Add-On Amendment (“**Add-On Amendment**”) is entered between Customer (“**Customer**”) and Apttus Corporation (“**Conga**”) and shall supplement the CLM Essentials Accelerator Statement of Work, CLM Quick Start Accelerator Statement of Work, CLM Business Accelerator Statement of Work, or CLM Enterprise Accelerator Statement of Work as may be applicable, (“**SOW**”) as described in the applicable Order. This Add-On Amendment 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 Add-On Amendment shall be governed by the Professional Services Terms located at: <https://legal.conga.com/#professional-services-terms>.

All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the MSA, Order, or SOW, respectively.

Whereas, Customer wishes to have Conga provide additional Professional Services pursuant to the SOW and this Add-On Amendment;

Whereas, each type of Add-On Amendment, as identified on the applicable Order between Conga and Customer, is identified below. For clarity, not all Add-On criteria listed herein shall apply to Customer.

- CLM Accelerator Agreement Type Add-On
- CLM Accelerator Template Add-On
- CLM Accelerator Approval Process Add-On
- CLM Accelerator Legacy Data Migration Add-On
- CLM Accelerator KIRA Integration Add-On
- CLM Accelerator Add-On Hours

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to add the applicable Add-on terms below as follows:



CLM Accelerator Agreement Type Add-On Scope

Functionality	CLM Accelerator Add-On Offering for Additional Agreement Types	Scope of Configuration
Agreement Lifecycle		
Create Agreement	Agreement creation from account / opportunity for Additional ONE Agreement type	Up to 10 Additional data fields Up to 3 Additional validation Rules Up to 3 Additional workflow Rules
Populate Agreement Details	ONE additional Agreement page layout provided to enter information and uploading supporting documents	ONE additional page layout for the additional Agreement type
Document Generation	Preview and generate Customer facing agreement document with merged fields and dynamically include language based on predefined conditions. Regenerate the document with existing redlines or as a new version.	Out of the Box (OOTB)
Import Offline Document	Import Counterparty (third party) paper	OOTB



Contract Negotiation	Check-in, Check-out, Versioning, Redlining, Comparison and Advanced Reconciliation from Microsoft Word	OOTB
Agreement Activation	Pre-configured auto activation process of a fully signed document Storing fully signed document within content searchable repository and cross reference to Agreement record	OOTB
Post Agreement Activation Actions	Child or related Agreement creation Amendment of active Agreement Terminate in process or executed Agreement Renew Agreement before expiration	OOTB
Template Administration		
Agreement Templates	Agreement template creation, applying updates and maintaining versions	ONE Agreement template for EACH Additional Agreement type Any ONE language for respective template Each template



Merge Fields and Smart Fields	Merge Fields, allowing data insertion into generated agreement document. Smart Fields, allowing data insertion into generated agreement document and if data value is changed within the document then upon check-in and reconciliation the new value is updated in the system	Each template consisting of up to 30 merged or smart fields
Clause Library	Leverage legal playbook to author contracts from Microsoft Word	Up to 20 pre-approved alternate clauses
Business Process		
Process Flows	Preconfigured Flows: <ul style="list-style-type: none">• Self-serve• Legal assist• Non-standard• Approvals• Store executed• Third party paper	Minor updates to the preconfigured flows.
Timeline		
Project Plan	Implementation time	Add 1 week to the implementation build time for each additional agreement type



CLM Accelerator Template Add-On Scope

Functionality	CLM Accelerator Add-On Offering for Additional Templates	Scope of Configuration
Template Administration		
Agreement Templates	Agreement template creation, applying updates and maintaining versions	ONE Agreement Template Any ONE language for respective template Each template consisting of up to 20 pages and up to 25 conditional sections
Merge Fields and Smart Fields	Merge Fields, allowing data insertion into generated agreement document. Smart Fields, allowing data insertion into generated agreement document and if data value is changed within the document then upon check-in and reconciliation the new value is updated in the system	Each template consisting of up to 30 merged or smart fields
Clause Library	Leverage legal playbook to author contracts from Microsoft Word	Up to 20 pre-approved alternate clauses



CLM Accelerator Approval Process Add-On Scope

Functionality	CLM Essentials Accelerator, CLM Business Accelerator, or CLM Enterprise Accelerator Add-On Offering for	Scope of Configuration
Approval Process		
Approval Flow	Preconfigured approval process	Minor updates to the additional preconfigured approval process
Approval Criteria	Placeholder available to provide entry criteria for approval processes	THREE approval criteria for the one additional approval process
Approval Step	Preconfigured approval steps for each approval process	FOUR Approval Steps for the one additional approval Process
Notifications	Notifications sent by the system for approval assignment, reassignment, escalation, cancellation and notify only.	Minor changes to incorporate Customer branding to for the one additional approval process: FIVE Email Notifications applicable across Approval Processes - Assignment (OOTB) - Reassignment (OOTB) - Escalation (OOTB) - Cancellation (OOTB) - Notify Only (OOTB)



CLM Accelerator Legacy Data Migration Add-On Scope

Functionality	CLM Accelerator Add-On Offering for Legacy Data Migration	Scope and Responsibilities of Migration
Data Migration	Loading of legacy data into Conga CLM	Conga will load: <ul style="list-style-type: none">- Agreements header (up to 10K records)- Attachments, (up to 10K, load to Files Repository in Salesforce)- No document versioning for legacy Agreements- Accounts (Related to the Agreements)- No other objects are in scope.



	<p>Data Migration Process and Environments</p>	<p>Conga and Customer will work on a joint plan to support data migration build, dry runs, and production load, subject to feasible limitations at the discretion of Conga.</p> <p>Conga and Customer will work together to identify relevant tools to perform the data migration, subject to feasible limitations at the discretion of Conga.</p> <p>Customer is responsible for engaging and aligning resources (in case a middleware has been identified as the right tool) to support the migration.</p> <p>Conga will work with Customer in data mapping of Customer data with using the Conga data model.</p> <p>The data will be loaded as follows:</p> <ul style="list-style-type: none">- 10% data load to Dev- 50% load to QA/UAT- 100% load to Production- migration of in-flight data is not in scope
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	Data Quality	<p>Customer is responsible for data quality and accuracy, including but not limited to:</p> <ul style="list-style-type: none">- Data cleanliness including elimination of duplicate records;- Integrity of standardized text, such as spelling, abbreviations, titles, geographic designations, and all record identifiers, such as those that ratify parent-child relationships- Consistency of Fields, e.g. Field length, Field type- Accuracy of commercial figures. <p>Customer will validate the accuracy of loaded records after the completion of each load. Customer will correct data quality issues, if required.</p>
	Data Extraction	<p>Customer is responsible for extracting data in the format which the Conga Team will provide as a standard.</p> <p>Any data provided that does not conform to the specified Conga standards will require additional tasks and might increase overall Project scope and/or timeline through the Change Control Process.</p> <p>If data is extracted from multiple source systems, Customer is responsible to provide a unique key, which will identify the record across systems.</p>



CLM Accelerator KIRA Integration Add-On

Disclaimer: The following scope is only for KIRA integration implementation work and does not include any KIRA licenses or products.

Functionality	CLM Essentials Accelerator, or CLM Enterprise Accelerator Add-On Offering for KIRA Integration	Scope of Integration
<p>KIRA Integration</p>	<p>Enable CLM to KIRA Integration with Out-Of-The-Box KIRA provided provisions (Pre-Trained Smart fields and Clauses)</p>	<p>Conga Responsibility:</p> <ul style="list-style-type: none"> - Analysis of customer requirements, Fit/Gap and Design. - Configure Dev/Test Sand Box (One environment) - Configure KIRA and CLM Integration - Configure/Map up to 3 contract types and total of 50 Smart fields or Clauses <ul style="list-style-type: none"> o More contract Types and Clauses will require further analysis and effort estimates. <p>Basic Sanity testing.</p> <ul style="list-style-type: none"> - Support through QA and UAT - Only English languages and USD currency are in scope



	Environment, Testing and Deployment	Customer Responsibility: <ul style="list-style-type: none">- Procure and Provision KIRA Environment- Detail testing of KIRA Imports.- Deployment to Production<ul style="list-style-type: none">o Conga will work with the customer on production deployment,o customer will own planning and coordination of production deployment activities
	Out-of-Scope Considerations	Out of Scope: <ul style="list-style-type: none">- KIRA Quick Study<ul style="list-style-type: none">o Training Custom Smart Fields and Clauses in KIRA- Importing or migrating any Legacy Data into production.



CLM Accelerator Add-On Hours

1. CLM Accelerator Add-On hours are sold in blocks of twenty (20) hours with a maximum of two hundred (200) hours. The number of hours and applicable invoice dates are indicated on the applicable Order Form(s).
2. CLM Accelerator Add-On hours must be used within the timeframe of the CLM Accelerator project. Any unused hours will expire upon the agreed-upon completion of the project and deliverables. Add-On hours may not be carried over to any additional projects or services.
3. Customer and Conga agree that the CLM Accelerator Add-On hours establish an estimate of the requisite level of effort ("Level of Effort") necessary to complete the work requested by the Customer. The actual hours necessary may vary. If the actual hours exceed the Level of Effort estimate or additional work is requested by the Customer, additional Professional Services hours may be purchased at the same rate via a separately executed Professional Services On Demand Order Form.

Upon Conga's request, Customer will provide Conga with requirements and other detailed information (including cases, deployment plans, and further documents) to allow Conga to be able to provide a Level of Effort.

4. Customer and Conga agree that the CLM Accelerator Add-On hours establish an estimate in a level of effort document ("Level of Effort"). The actual hours may vary. If the actual hours exceed the allowed maximum two hundred (200) hours available to the Customer for the then-current project timeline, additional Professional Service hours may be purchased at the same rate via a separately executed Professional Services On-Demand Order Form. Upon Conga's request, Customer will provide Conga with requirements and other detailed information (including cases, deployment plans, and further documents) to allow Conga to be able to provide a Level of Effort.
5. The original timeline of the CLM Accelerator (as indicated in the SOW link on the Order Form) project may be extended dependent on the amount of CLM Accelerator Add-On hours purchased, the complexity, and the magnitude of the Customer request. Customer and Conga will agree to the project timeline during the planning phase of the project.
6. In some cases, a Customer's request, depending on its complexity or magnitude, may require a separate professional service engagement, in Conga's sole discretion (i.e. Add-On hours cannot be applied to the specific project). This includes, without limitation, training classes (which will be referred to Conga Education Services).
7. Any time spent for research, investigation, discovery, meetings, phone calls, testing, and any other activities directly related to the Customer request will be logged as billable time.