

This Solution Assessment 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: <https://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. If changes or expanded scope are necessary, a new SOW will be necessary.

During this Project, Conga Professional Services Resources will perform and provide the following activities and Deliverables to Customer subject to the scope limitations for the specific purchased Solution Assessment level pursuant to the applicable Order Form.



Activity	Description
Customer Readiness	The Conga Solution Architect will provide guidance, standard templates, and questionnaires to help the Customer prepare pre-work, data, and documents to support the successful start of the project. This includes responding to the questionnaire, providing the Sandbox Org ID to extract metadata information, and a list of specific areas of interest/concern.
End to End Solution Review	This is a formal workshop(s) with the Customer to review the end-to-end Conga solution and focus on assessment areas of interest to the Customer. Workshops include business process review and reverse demos to understand current use of system and issues/challenges faced by the Customer and interviews with key stakeholders to focus on specific challenge areas. A detailed report on best practices, meta data setup and recommendations to address challenges will be provided.
Specific Functional Issues Review	These are follow-up working sessions to focus on specific functional, out of the box issues or areas of interest, including 1 on 1 consulting with Conga technical and functional experts.
Specific Technical Issues Review	These are follow-up working sessions to focus on specific technical issues or areas of interest, including 1 on 1 consulting with Conga technical and functional experts. These are areas of customizations or integrations with other systems.
Future State Planning	This is a formal review of Customers planned business use and providing recommendations and road map for future state of the solution.
Upgrade Assessment	This is a formal review of the readiness of the Customer to upgrade their current solution version. Including a fit gap analysis of new features to the current implementation and business need and recommendations on what features can improve efficiency and user experience.

Deliverable	Description
Solution Assessment and Recommendations Report	This is a formal document that will provide the results of the overall assessment and provide documented recommendations for the specific topics and issues that were reviewed. This document will provide a roadmap for improvements and enhancements to the current solution to meet new business requirements and address current pain points.
CPQ Optimizer Report	This is a formal report that provides results of key CPQ data and solution parameters and analysis of recommendations to optimize the CPQ solution. This is only applicable to the CPQ solution.
Technical Assessment and Recommendations Report	This is a formal document that will provide the results of the overall technical assessment and provide documented recommendations for the specific topics and issues that were reviewed. This document will provide a roadmap for improvements and enhancements to the current solution to meet new business requirements and address current pain points.
Best Practice Recommendations for Upgrade and Performance Tuning Report	This is a formal document that will provide the assessment of the current solution and business readiness for upgrade to the latest version of the Conga solution, best practice recommendations for upgrade and performance tuning, and a fit gap analysis of new features compared to current implementation.



Transition to Conga Service Sales	The Conga Solution Assessment team will coordinate and schedule a warm hand-off to the Conga Service Sales team to provide a proposal and budgetary estimate to execute any of the proposed recommendations as directed by the Customer.
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For clarity, Conga Solution Assessment resources will not perform any configuration work directly on the Customer environments.

The activities and Deliverables are subject to the scope limits noted below for the specific Solution Assessment level purchased by Customer on the applicable Order Form and must be used within the 'maximum timeline' for the engagement level referenced in the table below.

Scope Area	Level 1	Level 2	Level 3
Customer Readiness	Included	Included	Included
End to End Solution Review Workshops	Up to 2 workshops x 2 hours each	Up to 4 workshops x 2 hours each	Up to 8 workshops x 2 hours each
Specific Functional Issue Review	Up to 3 functional areas*	Up to 5 functional areas	Up to 10 functional areas
Specific Technical Issue Review	Not Included	Up to 3 customizations and 3 integrations	Up to 6 customizations and 6 integrations
Future State Planning	Included	Included	Included
Upgrade Assessment	Included	Included	Included
Maximum Timeline for Engagement*	2 weeks	4 weeks	6 weeks

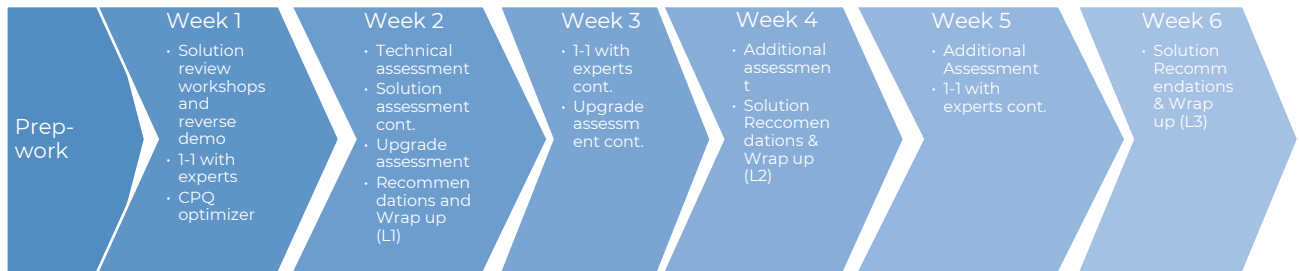
\*Note: Examples of functional areas are pricing rules, products structure, approvals, page layouts, agreement review workflow, document generation, document templates, etc.

**3.0 Project Plan and Timeline**

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 Readiness activities:

- Completion of pre-assessment questionnaire
- Providing the Sandbox Org ID
- Providing list of specific areas of interest/concern
- Potentially providing additional solution documentation (e.g., documented process flows, design documents, etc.) if requested by Conga prior to project start.

The following represents the general timeline and flow of activities for each level:



- L1: Up to 2 weeks total project timeline
- L2: Up to 4 weeks total project timeline
- L3: Up to 6 weeks total project timeline

\*The engagement timeline will start at a maximum of 5 weeks after the Order Form execution date. All activities and Deliverables must be completed by the timeline noted. Any expansion of the scope limits or timelines will require a new SOW.

\*\*The Conga Solution Assessment resources may schedule the transition to Conga Service Sales meeting to occur after the noted timeline limit.

#### 4.0 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.



## Appendix A – Project Assumptions

### Assumptions

Conga will rely on the following assumptions and those stated elsewhere in this SOW in performing the Services. Should any assumption(s) prove to be incorrect or incomplete or should Customer fail to comply with any of its responsibilities set forth in this SOW, Conga reserves the right to modify the price, scope and/or schedule of the Services. Any change(s) to the scope, Deliverables, pricing and/or schedule of this SOW shall be made by Conga and Customer executing a Change Order.

1. The only tasks and Deliverables Conga will undertake or deliver in providing the Services are those specifically set forth in this SOW.
2. Customer personnel are fully available during the Project.
3. Customer personnel are properly trained in their area of responsibility and have obtained training from Conga Education Services to achieve proficiency with the Conga solution. The Conga personnel identified in this SOW will not provide training to Customer, defined as the enablement of Customer personnel to:
  - a) Utilize Conga Out-of-the-Box functionality as an end user or solution administrator
  - b) Configure Conga Out-of-the-Box functionality as a solution administrator

### Project Governance

The Customer and Conga Project Managers will establish appropriate governance to ensure effective and appropriate decision, and escalation procedures during the Plan stage for the Project. 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.
- Steering Committee (as applicable): Providing Project oversight, direction, escalation, arbitration, and decision making. Conga and Customer representatives will be assigned no later than the Project Plan phase and are required to attend (the "Steering Committee"). A Steering Committee meeting is required at phase completions, and on an ad-hoc basis as needed. 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 Steering Committee. The Steering Committee shall then act to resolve in 48 hours.
- The Steering Committee will be the highest escalation point and should be comprised as follows:

#### Conga Representation

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

#### Customer Representation

1. Senior Representative, Customer Name and Title
2. Senior Representative, Customer Name and Title



**Appendix B. Conga CLM Solution Assessment Scope of Services and Deliverables, Conga and Customer Responsibilities**

The only tasks and Deliverables Conga will undertake or deliver in providing the Services are those specifically set forth in this SOW. Any change(s) to the scope, Deliverables, pricing and/or schedule of this SOW require a new SOW.

**1. Services in Scope**

Conga Solution Assessment resources will consult with the Customer on the following:

- Actively participate in kick-off and Steering Committee meetings
- Review of functional requirements for the applicable Conga solution
- Guide as required, if requirements and use cases are:
  - Conga Out-of-the-Box (OOTB) functionality
  - Conga Standard Practices for Conga solutions
- Review and provide support for Conga Solution architecture within Customer’s Enterprise landscape
- Review Conga solution design, e.g., workflows and approval, processes, entity relationship diagrams, templates, reports
- Provide guidance on documented data documents, (e.g., data dependencies, considerations for data quality, data integrity)
- Support communication with Conga product team
- Help report and document product bugs and enhancement requests

**2. Services Out of Scope**

The following Services are out of scope and will not be provided by Conga:

- Services for solutions other than the Conga Product Suite
- Execution of Customer Project methodologies
- Development of the Customer requirements document
- Development of the Customer solution document
- Configuration of the Conga solution
- Loading of data into the Conga solution
- Any documentation or Deliverables outside of the specific Deliverables outlined in Section 1
- Services not specifically defined in the scope of the SOW

**3. Roles and Responsibilities**

The following Conga staffing roles, sometimes also referred to as “Resources”, will be assigned and/or allocated to the Project. Specific personnel assignments will be made within three (3) weeks of the Order Form execution date.

Conga Staffing/Resource Roles	Conga Responsibilities
Engagement Manager	<ul style="list-style-type: none"> <li>• Primary point of contact for Customer</li> <li>• Responsible for efficiently allocating Conga resources to the engagement</li> <li>• Responsible for weekly status updates and communicating engagement information to Conga stakeholders</li> <li>• Manages the contracts, budgets, reporting and invoicing for Conga personnel and Conga management</li> </ul>



Conga Staffing/Resource Roles	Conga Responsibilities
	<ul style="list-style-type: none"><li>• Monitor and advises Customer</li></ul>
Solution Assessment Expert (Solution Architect)	<ul style="list-style-type: none"><li>• Performs functional and solution review activities</li><li>• Leads solution assessment workshops</li><li>• Provides best practices and guidance on future state process flows</li><li>• Produces assessment report and upgrade report</li><li>• Consults with Customer on solution design and provide recommendations</li><li>• Consults with Customer on configuration setup and provide recommendations</li></ul>
Technical Assessment Expert (Technical Architect)	<ul style="list-style-type: none"><li>• Performs technical review activities</li><li>• Leads technical assessment workshops</li><li>• Provides best practices and guidance on future state process flows</li><li>• Performs code review and provides guidance on coding best practices</li><li>• Produces CPQ Optimizer report</li><li>• Produces technical assessment report</li><li>• Consults with Customer on technical design and provides recommendations</li></ul>

## 2. Customer Responsibilities

Customer will in a timely manner (i.e., in a time period that does not adversely affect Conga's delivery of the Services) perform the following tasks and/or is responsible for the following:

1. Assign a Project manager ("Customer Project Manager") or other point of contact to provide direction and guidance to Customer and Conga personnel as required; provide information and resources as needed by Conga to enable Conga to perform the Services; provide any approvals, as needed.
2. Customer is responsible for overall Customer Project management activity. This includes: 1) responsibility and accountability for Customer Project on-time and on-budget; 2) ensuring that all third parties, including software providers, suppliers, contractors and consultants, communicate, cooperate and resolve issues in a timely manner, and; 3) establishing an issue escalation process to address and resolve issues as they arise in a timely manner.
3. Provide access to appropriate Customer personnel, including executives, business process owners, technical and operational staff, and solution users, as needed.
4. Provide response(s) to all requests for information by Conga
5. Schedule and invite Conga to weekly status, steering committee, and review meetings as relevant to allow Conga to perform the in-scope activities.
6. In the event Conga personnel are on-site, provide office space, including, but not limited to, furniture, telephone, and network/internet access services, as deemed necessary by Conga in good faith in order for Conga to perform the Services.
7. Resolve Customer Project issues as they arise in the Project.
8. Customer will complete documentation to meet Customer's methodology and governance requirements.



- 9. Customer personnel are fully available during the Customer Project.
- 10. Customer personnel are properly trained in their area of responsibility and have obtained training from Conga Education Services to achieve proficiency with the Conga solution. The Conga personnel identified in this SOW will not provide training to Customer, defined as the enablement of Customer personnel to:
  - a. Utilize Conga (OOTB functionality as an end user or solution administrator
  - b. Configure Conga OOTB functionality as a solution administrator

<b>Customer Staffing/Resource Roles</b>	<b>Customer Responsibilities</b>
Subject Matter Expert(s) (SME)	<ul style="list-style-type: none"><li>• Primary point of contact for Conga</li><li>• Provide business and technical expertise to the Project related to Customer's desired solution processes; resources that are familiar with Customer business processes, documents, approval processes, etc.</li></ul>
Technical Subject Matter Expert (SME)	<ul style="list-style-type: none"><li>• Provide Technical background about the project and the challenges faced; resources that are familiar with customizations done on the solution.</li><li>• Can provide access to environments and background on integrations to other systems</li></ul>