



This Conga Composer 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 ("**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.

1.2 Product Scope



- Composer

1.3 Functional Use Case Scope

Conga understands the Customer's primary goal of this project is to automate the creation of a Conga Composer template and receive Conga Composer training.

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. Once the pre-work is completed the Conga Engagement Manager will proceed to the Plan & Design phase of project.

1. Introduction Call
2. Overview of pre-work and expected due dates
3. Discuss supporting materials to be provided by Customer

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. Project Kickoff & Design Workshop meeting
 - a. Introduction to project team
 - b. Requirements review
 - c. Template deep dive
 - d. Review of Salesforce data structure

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:

2. Conga Composer Template deliverables include:
 - a. Build 1 Composer template with:
 - i. Up to 2 dynamic (pricing) tables
 - ii. Up to 5 if/then statements
 - iii. Up to 15 merge fields
 - iv. Up to 3 queries
 - b. 1 Conga button/solution that generates a Composer template



3. Conga Composer Training services include:
 - a. Four 2-hour training sessions over 2-weeks following completion of the Conga Composer template configuration
4. Project Close
 - a. 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 and the project will be closed.

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.
- Additional languages (apart from English) and Currencies.
- Migration of Conga solution across Salesforce environments.
- Merging in of images/logos into the Composer template.

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 assumes that all metadata merged into dynamic tables will be merged in from related lists.
- Conga may require template formatting changes to align with best practices for template design.
- Conga assumes that the Composer template will be configured in Word or Excel.

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
- 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 re-deliver 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 three phases. Conga provides delivery assurance throughout the Project lifecycle as part of the methodology.

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:

- One 30-minute introductory call with an overview of pre-work requirements. Additional consulting will require a new SOW.

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

Define, Design, Configure & Test – This phase uses agile methodology to configure the defined scope. 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. The solution is configured. Conga will unit test and verify the solution.

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

Conga will utilize one or more of the following tools to support the implementation efforts. The tools are templated 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: 4-Weeks (2-weeks for training). (Any extension beyond the allocated Project Plan 4 weeks will require a new SOW. The Customer Readiness phase is estimated to last 1 week, however, this is dependent on the Customer and is not included in the Project Plan timeline.

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).

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 Representative	<ul style="list-style-type: none"> ● Provide Project oversight and high-level direction ● Guide the Project’s alignment to key objectives ● Highest level of escalation, decision making and issue resolution
Project Manager	<ul style="list-style-type: none"> ● Act as primary point of contact for Conga Project Manager ● Coordinate all Project activities and required Customer resources
Subject Matter Expert (Business and Technical)	<ul style="list-style-type: none"> ● 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.
QA Testers	<ul style="list-style-type: none"> ● Develop UAT test strategy, test scenarios, and test plans ● Execute test cases and report findings to the Project managers
System Administrators	<ul style="list-style-type: none"> ● Administer sandbox environment(s) ● Manage all CRM activities required by and related to the Project
Trainers	<ul style="list-style-type: none"> ● 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 Conga Resourcing and Resource Allocations

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	<ul style="list-style-type: none">• 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	<ul style="list-style-type: none">• 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

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:

- Merge Fields – Identify the Template and key metadata fields to be captured as per the scope
- Composer Template – Each Template should be marked up to indicate dynamic fields and conditional language
- 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 Description	Owner		Type
		Conga	Customer	
Customer Readiness	Preparation of Pre-Requisite Deliverables	C	R	Work Product
	Project kick-off / Design Meeting	R	C, I, A	Activity
	Review and accept Customer Deliverables	R	C	Activity
	Project Plan	R	I	Work Product
	Training Plan	R	C, A	Work Product
	Resource management	R	R	Activity
	Facilitate regular Project meetings	R	C	Activity
	Weekly status reports	R	I	Work Product
Plan	Define functional requirements	A, R	C	Activity
	Configure Conga solution	R	C	Activity
UAT	System Navigation and walkthrough Session	R	A	Activity
	Train the Trainer	R	C, A	Activity
	Conduct UAT Testing	C	R	Activity
	Manage UAT Fixes	R	R	Activity
Launch	UAT Sign-off (project completion)	C	R	Activity
	Go/no-go decision	C	R, A	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 Testing
- 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

Salesforce Lightning Platform Assumptions (referred to as “Platform”)

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.

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.