

Training Services Terms and Conditions

These Training Services Terms and Conditions (“**Training Terms**”), 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 these Training Terms (the “**Company**”), and Apttus Corporation (“**Conga**”). These Training Terms apply only to the extent that Company and Conga execute an Order Form for the provision of Training Services to be provided by Conga to Customer.

These Training Terms apply in addition to the Master Services Agreement, or similar subscription agreement, (whether formed by separately executed agreement or by acceptance of the Master Services Agreement located at <https://legal.conga.com/#master-services-agreement>) in place between Apttus Corporation (“**Conga**”) and Company (“**Agreement**”). In the event of any conflict between these Training Terms and the Agreement, these Training Terms shall prevail to the extent of any inconsistency.

Conga may amend these Training Terms from time to time by posting an amended version at its website and sending Company notice thereof (an email to Company’s project sponsor or designated contact shall be deemed sufficient in this case). Such amendment will be deemed accepted and become effective thirty (30) days after such notice (the “**Proposed Amendment Date**”) unless Company first gives Conga written notice of rejection of the amendment. In the event of such rejection, these Training Terms will continue in the existing form, and the amendment will become effective upon Company’s next Order Form for Training Services following the Proposed Amendment Date. Customer’s continued use of the Training Services following the Proposed Amendment Date will confirm Customer’s consent thereto. These Training Terms may not be amended in any other way except through a written agreement by authorized representatives of each party.

YOU MUST READ AND AGREE TO THESE TRAINING TERMS PRIOR TO RECEIVING THE TRAINING SERVICES. BY SIGNING AN ASSOCIATED ORDER FORM, OR RECEIVING THE TRAINING SERVICES, YOU ARE AGREEING TO BE BOUND BY THESE TRAINING TERMS ON BEHALF OF COMPANY. IF YOU ARE ENTERING INTO AGREEMENT 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 COMPANY.

Whereas, Company wishes to have Conga provide certain Training Services pursuant to one or more Order Forms,

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Disclaimers:

1. Agreement to these Training Terms is a non-cancellable promise to complete all training within one (1) year of the Effective Date of the Order Form.
2. All the fees paid for Training Services pursuant to an Order Form are non-refundable.
3. Any unused Training Services ordered will expire at the one (1) year anniversary of the Effective Date of the Order Form. If any Training Service remains unused, the value of such unused training(s) may be applied to any additional educational training, project, or educational service within one (1) year of the Effective Date of the Order Form. Such changes must be documented via an amendment or Change Order.
4. If Company or Company’s participants reschedule trainings or educational services under the Order Form within ten (10) business days of a start date of any scheduled class, Conga will charge Company a rescheduling fee equal to fifty percent (50%) of the class list price for each participant and/or private class that is rescheduled.
5. Conga may reschedule a training class or scheduled on-site training at its sole discretion and without advance notice to Company.
6. All Training Services, related materials and information provided pursuant to the Order Form for Training Services are confidential and proprietary to Conga.
7. All intellectual property rights are reserved and Conga will own and retain ownership in all services and materials provided pursuant to the Order Form. For clarity, the Order Form grants Company and Company’s participants no rights to copy, screen, reproduce, disclose, or distribute materials and/or information provided under the Order Form unless expressly permitted in writing under the Order Form.

8. If the Training Services course includes a project, or any component of the course is not completed, within the registered timeframe, a separate Order Form will be issued, fees may apply, or the certification will be considered incomplete.
9. Private classes are a maximum of fifteen (15) participants, employees of contracted Company.
10. It is the responsibility of Company to ensure all participants have completed any pre-requisites and have downloaded, installed, and have all necessary access to products related to the course(s) prior to the start of the course(s).

CONGA COURSE ASSUMPTIONS (“Assumptions”)

- Training consists of the Conga standard agenda.
- Students will be provided a soft copy of training materials. Conga retains all rights to the training materials including any modifications and enhancement of the materials.
- Each student receives a training org for use during the training class and for limited continuing development which will expire after twenty-one (21) days.
 - Access to the Conga Learning Center: Web-based training content (used as a prerequisite for attending)
 - **Certification exams (Not included as part of the initial fee)** may be purchased for an additional fee of \$300 per person per exam.
- To be Conga product certified, each person must:
 - Configure, present, and obtain at least 80% achievement on the course project during the designated time of the course.
 - Obtain at least an 80% achievement on the certification exam (purchased separately). Two attempts are provided. Any additional attempts will require re-purchase of the exam.

Note: Certifications are NOT a requirement for Conga customers, it is optional.
- Location: Training is delivered as Virtual Instructor Led Training (VILT) via Zoom workshop. Login sent after all signed paperwork and PO (if required) are received.
- **PRIVATE VILT COURSES**
 - Time: 9AM – 5PM daily unless otherwise specified by Company
- **OPEN ENROLLMENT VILT COURSES**
 - Time: 8AM – 12PM or 1PM – 5PM for ½ day courses; 9AM – 5PM for full day courses or unless otherwise specified by Conga.