This Conga Contract Intelligence Implementation 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: 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. All countries, divisions, and user roles will leverage the same data structures, processes, and workflows.

1.2   Product Scope

- Contract Lifecycle Management (CLM) – (Business Edition or Enterprise Edition) or Contracts for Salesforce (CFS) or Conga Contracts
- Conga Contract Intelligence (CCI)

1.3   Implementation Scope

The following activities and configuration parameters are in scope:

Activity	Scope
Discovery & Design Sessions	Up to 4 hours of requirement and design sessions to define the terms/provisions to be extracted using CCI and mapping to the corresponding meta-data within the Conga Contract Management solution
Customer Enablement	Up to 4 hours of hands-on demonstration sessions to train the customer on the following: • How to use and configure CCI • CCI functionality and integration with the rest of the Contract Management flow • Demonstrate the process of loading bulk legacy documents (up to 10 documents) into CCI

Configuration Area*	Scope
Agreement Types	Up to two (2) Agreement (record/contract) types will be mapped into CCI
Terms/Provisions	Up to forty (40) terms/provisions ** will be mapped in CCI (includes both data fields and clauses)
Risk Rules	Up to two (2) risk rules will be configured in CCI
Environments	CCI setup, configuration, and testing in one (1) sandbox/test environment and in one (1) production environment
Testing	Support CCI testing of up to fifty (50) documents in the sandbox environment

*Note: the configuration of CCI is dependent on the configuration readiness of the contract management solution.
**A full list of available provisions (fields and clauses) within the CCI product are available at: https://documentation.conga.com/contract-intelligence-clm/latest/provisions-203490687.html

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:
- Non-Conga program management
- Services for data migration, legacy contracts migration, or bulk loading of legacy contracts into Conga Contract Intelligence
- Configuration of the Conga Contract Management solution or any scope item not explicitly listed in section 1.3 'Implementation Scope'
- Data archiving
- Development of training materials
- Additional Languages (apart from English) and Currencies
- Interfaces/Integrations
- Third-Party support and related activities
- Additional documentation that are not specified in section 'Project Methodology and Delivery Assurance'
- Change Management including, but not limited to, stakeholders management; change

readiness; communications plan and execution; training plan and execution including development of training materials; adoption tracking
- Creation/Definition of business requirements document
- UI Enhancement/Guidance
- Data extraction from any source systems or hard-copy papers
- Management and migration of Customer's CRM records (e.g., Accounts, Contacts, Users)
- Automation testing
- Performance testing
- Automated QA Testing or automated test scripts
- Deployment strategy, plan, and execution for non-Conga systems
- Translation services of Conga standard and non-standard fields in different languages
- Type of other currencies
- Any third-party support related activities
- Other Conga Services such as Conga Education Services and Conga Application Management Services (AMS)
- Refactoring the standard Conga user flow, e.g., splitting standard pages into multiple pages, rerouting transitions amongst standard pages, development of custom pages, development of custom widgets.
- Services for the migration of legacy Data (e.g., legacy Quotes, in-flight Quotes, legacy Agreements, in-flight Agreements, and Assets) data migration, data quality, said performance of data loads to and from the Conga solution(s) and the readiness and configuration of the standard CRM objects/entities for which the intended solution is dependent upon.
- Specification of eSignature custom software data input tags (Defining the type of "tag" and location of the "tag")
- Advanced security capabilities e.g., data sharing, role/hierarchy driven sharing, permission set driven sharing
- Training and enablement for CRM system and platform capabilities, including creation or delivery of user training
- Production of Customer's CRM reports
- Administration of Customer's CRM system and platform, including Single Sign-On configuration, security framework, or user set up.

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
- Conga Contract Intelligence to Conga Contract Management mapping document
- Configured and tested CCI functionality

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.
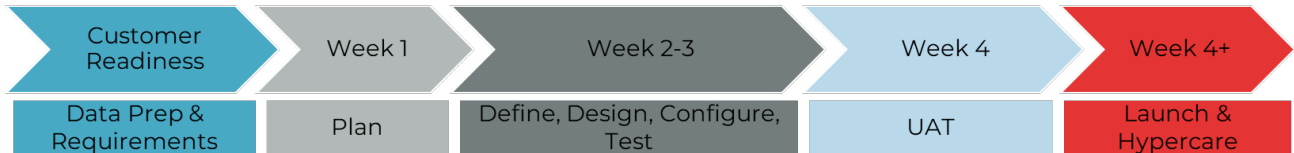
If Customer rejects a Deliverable, it will specify in reasonable detail each deficiency and / or nonconformance serving as the basis of rejection in writing. Upon receipt of such Deliverable rejection notification, Conga will promptly correct such deficiencies and / or nonconformities and re-deliver 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 five phases. Conga provides delivery assurance throughout the Project lifecycle as part of the methodology.

Customer Readiness	Week 1	Week 2-3	Week 4	Week 4+
Data Prep & Requirements	Plan	Define, Design, Configure, Test	UAT	Launch & Hypercare

The phases are outlined below:

Customer Readiness – This is a critical phase of the overall effort that helps ensure that Conga can implement the solution in the Project Plan timeline. The customer will prepare and provide necessary data and key requirements in order to kick-off the project. Conga will conduct an Introduction and Customer Readiness Kick-off call and provide guidance and templates for the collection of the data and requirements during the Customer Readiness phase.

The key data and requirements are as follows:

Data Preparation and Requirement Item	What Conga Requires from the Customer
Document Volume	• Approximately how many contract documents will be processed through CCI, either for one-time bulk legacy contract processing or for ongoing processing.
Agreement Types and Fields	• Agreement (contract) types to be processed through CCI. • The contract provisions to be extracted through Conga Contract Intelligence.
Sandbox/Environment Details	• Access to a development and/or test Sandbox for the Conga implementation and testing

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

Plan - A Project kickoff and readiness review is conducted. The Project plan is shared and updated as necessary and agreed upon between Customer and Conga, and a kickoff is held where clear Project objectives are established. Refer to the table above for the list of prerequisite deliverables from Customer prior to starting the Plan phase. These deliverables will be reviewed as part of the kickoff readiness review.

Define, Design, Configure & Test – This phase is used to define the agreement (contract) types and provisions (terms) that will be processed through CCI and then mapped to the corresponding data structure in the contract management solution. Customer is required to confirm the defined requirements and mapping design. Any changes within the scope defined in Section 1.3 are reviewed and agreed upon in writing. The solution is then configured in a test environment per the defined scope and requirements. Conga will test and verify the solution and perform any extract model tuning necessary.

UAT - Customer to confirm that system is configured and providing expected extraction results according to agreed requirements and design. Conga will demonstrate and train on use of the solution.

Launch, Production Data Processing & Hypercare - Deployment of the configured CCI solution to production and one week of Hypercare, starting after production deployment. The customer is responsible for processing all documents through CCI and creating agreement records.

Conga may utilize one or more of the following tools to support the implementation efforts. The tools are templatized 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 Confluence and JIRA.

The customer will need to plan for and allocate the appropriate resources and time to prepare and provide the above noted necessary data and key requirements and validate the extraction results. Typical resources and level of efforts are noted below:

Resource	Activity	Estimated Time Necessary
Project Manager/Coordinator	Coordinate customer resources and timeline	20 hours
Legal/Business Subject Matter Experts	• Defining term mapping • Testing, validating and approving extracted data from CCI*	20-40 hours depending on requirement complexity
IT/Technical Contact	Support the preparation of documents and loading into the CCI system	20 hours

*The CCI data extraction process provides the extracted data in a review state prior to agreement record creation. Customer resources should be prepared to spend time during the testing cycle and during production use of CCI to review and validate the extracted data for each processed document, prior to creation of each agreement record in the applicable Conga contract management solution. The time necessary for the review and validation is dependent on the contract document size, number and complexity of provisions/data fields being extracted, and the legal expertise of the reviewer.

4. Project Plan

Conga will contact Customer within three (3) weeks of Order Form Effective Date to establish a Project start date. The Project start date will be mutually agreed to in writing by the parties (email sufficient).

Project kick-off will be planned on a mutually agreed date, based on Conga and Customer resource availability and completion of the Customer Readiness Phase and Pre-requisite Deliverables defined below.

The Project Plan will be constructed based on the known requirements, estimated effort, and scope set forth herein this Statement of Work. The Project Plan will be confirmed, updated as necessary, and agreed upon with the Customer after the Customer Readiness Phase is completed and during the Plan Phase.

Project Plan duration: The baseline Project Plan timeline is dependent on:

- The readiness of the Conga contract management solution (CLM, Contracts for Salesforce or Conga Contracts).
- The timeline of the in-flight contract management solution implementation project
- CCI configuration and contract processing cannot begin until the Conga Contact Management solution is configured to the appropriate state of readiness to accept the agreed upon data fields.

Upon readiness of the contract management solution, it is estimated that the timeline will be as follows:

5 weeks (4 weeks from Project Kick-off to Launch plus 1 week of Hypercare). This does not include Customer Readiness time.

For the avoidance of doubt, a day is eight (8) hours, Monday through Friday, on Conga' standard business days, excluding holidays.

4.1   Customer Readiness

The Customer Readiness phase is estimated to last up to 2 weeks; however, this is dependent on the Customer's state of readiness and ability to provide the data and requirements noted in Section 1.3 and is not included in the Project Plan timeline.

4.2   Kickoff

The Project Kick-off and Project Plan timeline will start upon completion of the Customer Readiness phase.

4.3   Go-Live

"Go-Live" refers to the deployment of the Conga solution in the Production environment.
- A single go-live event is in scope. Additional go-lives are not in scope and any functionality that is mutually agreed to be deferred from the single go-live is no longer part of the scope of this SOW.
- Go-Live occurs after migration of the Conga solution to the Production environment.
- Customer will be responsible for Go-live planning with guidance from Conga as outlined in this SOW.
- Conga assumes Customer's information technology policies that govern the deployment of Conga solution to the Production environment and the go-live of new information technology, will not extend the Project Plan described herein via a delay in the deployment or Go-Live of the Conga solution.
- Go-Live does not include the process of all Customer legacy contract documents through CCI, unless governed by a separate Statement of Work.

4.4   Hypercare Period

"Hypercare Period" refers to the period and services following the Go-Live of the Conga solution.
- For a release of the Conga solution, the Hypercare Period begins at Go-Live and concludes after five (5) business days, i.e., one (1) week.
- For clarity, issues identified after the Hypercare Period will be addressed per the terms set forth in Customer's applicable subscription agreement with Conga (i.e., Customer's purchased level of Technical Support in the MSSA and applicable Order or Order Form). Upon completion of the Hypercare Period, Conga will send Customer a notice (email sufficient) acknowledging SOW Project completion.

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	• 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	• Act as primary point of contact for Conga Project Manager • Coordinate all Project activities and required Customer resources
Subject Matter Expert (Business and Technical)	• 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.
Salesforce System Administrators	• Administer sandbox environment(s) • Manage all CRM activities required by and related to the Project

5.3   Conga Roles and Responsibilities

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	• Helps monitor and advise • Performs functional and Project management activities, including management of Conga consulting team • Issues status reports, manages risk and issue tracking and manages budget and schedules
Conga Solution Architect	• Leads solution requirements and 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
Conga Solution Consultant	• Configures and unit tests solution

5.4   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
Plan	Project kick-off	R	R	Activity
	Review and accept Customer Deliverables	R	C	Activity
	Project Plan	R	A	Work Product
	Resource management	R	R	Activity
	Facilitate regular Project meetings	R	R	Activity
	Weekly status reports	R	I	Work Product
Define/Configuration	Conduct requirements workshop	R	A, C, R	Activity
	Define functional requirements	A, R	C	Activity
	Configure Conga solution	R	C	Activity
	Develop UAT Test plan/cases	C	R	Activity
UAT	System navigation and walkthrough session	R	A	Activity
	Conduct UAT Testing	C	R	Activity
	Manage UAT Fixes	R	R	Activity
Launch	UAT Sign-off	C	R	Activity
	Develop Hypercare Plan	C	R	Work Product
	Go/no-go decision	C	R, A	Activity
	Migrate solution from UAT Environment to Production Environment	R, C	R, C	Activity
Hypercare	Develop support transition Project overview	R	R	Activity

	Validate Status and availability of key Deliverables	R	R	Activity
	Information sharing sessions to Technical Support	R	A	Activity
	Disposition cases opened during Project	R	C	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 Test Plan
- UAT Testing
- Hypercare period Plan
- 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.

The Project is dependent upon Customer's applicable Platform environments. Customer and Conga will conduct all Solution configuration, testing and deployment activities in the following (3) salesforce environments, as licensed from Salesforce by Customer and managed by Customer, unless specified otherwise in the SOW:

- Build – one (1) Salesforce sandbox environment (Developer Pro)
- Test – one (1) Salesforce sandbox environment (bare minimum Partial Sandbox, ideal would be the full sandbox)
- Production – one (1) Salesforce production environment

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.

Appendix B – Glossary of Terms

Agreement Types: An Agreement Type (Contract or Record Type) such as NDA, MSA or SOW is the classification within Conga CLM that is used as a container of configuration and meta-data and represents the end-to-end lifecycle of a contract request to contract execution. The various configurations included for implementation of one Agreement Type include data structures, workflow rules, validations, notifications, field/button display, approvals, templates. Within the Accelerator the parameters for each of the configuration items are a fixed scope.

Terms/Provisions: A Term or Provision is a specific meta-data element (data field) within a contract document. Such as Agreement Title, Expiration Date, Start Date, or Renewal Term.

Clauses: A Clause is a section of standard language within a contract document, with the intention of being used repeatedly across contract documents. Such as Limits on Liability or Indemnification clauses. Clauses are also provisions within Conga Contract Intelligence

Risk Rule: A Risk Rule is a functionality within Conga Contract Intelligence that can be configured to drive specific actions (such as email notifications) based on defined input criteria and data extracted from contract documents.

Standard Reports: Standard Reports" are a library of pre-built reporting templates provided by Conga CLM for reporting Agreement data. They are standard since they are based on Salesforce standard reporting capabilities and address common reporting needs for CLM processes.