

## STATEMENT OF WORK PREPARED FOR [INSERT CUSTOMER/PARTNER LOGO] [INSERT CUSTOMER/PARTNER NAME]

[INSERT DATE]

The undersigned, being duly authorized representatives of the parties and their respective affiliates represent each possesses full authority to legally bind the parties, have fully reviewed this entire Statement of Work and now acknowledge, execute and deliver this Statement of Work.

By signing this SOW, Customer/Partner agrees to issue a PO for the amounts set forth herein and authorizes Conga to collect payments on any invoice issued pursuant to this SOW. No Professional Services will be provided until the PO is received by Conga.

Is PO Required: [Yes/No].

Apttus Corporation	[Customer/Partner]
Ву:	<u>By:</u>
Name:	Name:
Title:	<u>Title:</u>
Date:	Date:

This Statement of Work ("SOW") for Professional Services, effective as of [DATE], is entered into and between Apttus Corporation ("Conga") and [CUSTOMER/PARTNER NAME]. This SOW is subject to the terms and conditions contained herein, as well as those set forth in the [Professional Services Terms, located at <a href="https://legal.conga.com/#professional-services-terms">https://legal.conga.com/#professional-services-terms</a> or Reciprocal Subcontractor Agreement, located at <a href="https://legal.conga.com/#reciprocal-subcontractor">https://legal.conga.com/#reciprocal-subcontractor</a>, unless there is a Master Services Agreement, Professional Services Agreement, or other similar agreement, in place between the parties, that contains terms meant to govern Professional Services, in which case such terms shall govern this SOW (collectively, "PS Terms"). In the event of a conflict between the [PS Terms/Reciprocal Subcontractor Agreement] and this SOW, the terms of this SOW shall govern.

"**Project**" refers to the scope of Professional Services, including performance of all work, activities, and Deliverables, set forth in this SOW, including appendices. Notwithstanding any other provision of these terms, timelines and hours in this SOW are estimates.

"**Professional Services**" refers to Professional Services work rendered by Conga in relation to this SOW. It is distinguished from the meaning of "Services" or "Subscription Services" as used in the Master Services Agreement or similar software subscription agreement between the parties.

- 1. Understanding of Objectives
- 2. Scope of Work
- a. Organizational Scope
- b. Product Scope
- c. Functional Use Case Scope
- d. Out of Scope
- 3. Deliverables and Acceptance Criteria
- a. Deliverables
- b. Acceptance of Conga Deliverables
- 4. Project Methodology and Delivery Assurance
- a. Methodology
- b. Tools / Purpose
- 5. Project Plan
- a. Kickoff
- b. Go-Live
- c. Hypercare Period

- 6. Resourcing, Roles, and Responsibilities
- a. Resourcing
- i. Customer Roles and Responsibilities
- ii. Customer Staffing Grid Allocation
- iii. Conga Resourcing and Resource Allocations
- iv. Conga Staffing Allocation Grid
  - b. Pre-Requisite Deliverables
  - c. Project Work Products and Activities
  - d. Customer Project Deliverables
  - 7. Fees, Payments, and Expenses
  - a. Invoicing and Payment
  - b. Travel and Expenses
  - 8. Project Governance
  - 9. Appendices

**Appendix A. Salesforce Platform Assumptions**