

Reciprocal Subcontractor Terms

These Reciprocal Subcontractor Terms (“**Terms**”), including any applicable addenda, annexes, exhibits, or other similar agreements, constitute a legal agreement between you, your employer, or other entity on whose behalf you enter into these Terms (“**Partner**” or “**You**”), and Apttus Corporation (“**Conga**”). These Terms apply only to the extent that Partner and Conga execute a Statement of Work (“**SOW**”) for the provision of subcontracted Professional Services to be provided by one party (“**Subcontractor**”) for the other party (“**Prime Contractor**”), governed by a Master Partner Agreement and Implementation Partner Addendum (“**Program Addendum**”), or equivalent partner and/or implementation agreement, that references these Terms.

YOU MUST READ AND AGREE TO THESE TERMS PRIOR TO USING PROFESSIONAL SERVICES. BY CLICKING ON THE “ACCEPT” BUTTON, SIGNING AN ASSOCIATED SOW, AND/OR USING PROFESSIONAL SERVICES, YOU ARE AGREEING TO BE BOUND BY THE TERMS ON BEHALF OF PARTNER.

IF YOU ARE ENTERING INTO THESE TERMS 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 PARTNER.

Conga may amend these Terms from time to time by posting an amended version at its website and sending Partner notice thereof (an email to Partner’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 Partner first gives Conga written notice of rejection of the amendment. In the event of such rejection, these Terms will continue in their existing form, and the amendment will become effective at the start of Partner’s next Statement of Work term following the Proposed Amendment Date. Partner’s continued use of the Professional Services following the Proposed Amendment Date will confirm Partner’s consent thereto. Except as stated herein, these Terms may not be amended in any way except through a written agreement by authorized representatives of each party.

Whereas, the parties wish to provide certain Professional Services to one another pursuant to one or more SOWs,

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

1. **PROFESSIONAL SERVICES.**

a. **Scope.** Subcontractor will provide such professional services as are specifically described in the applicable SOW (“**Professional Services**”), and Prime Contractor will reasonably cooperate with Subcontractor with regard to performance of Professional Services. The requirements of a SOW may be altered only through a change order executed by both parties.

b. **Acceptance.** Unless otherwise set forth in a SOW, materials provided through Professional Services (“**Deliverables**”), including, in the case of Conga, configured software environments, will be considered accepted upon written notice thereof (e-mail sufficient) from Prime Contractor or two (2) business days from delivery if Prime Contractor has not first provided written notice of rejection, provided Prime Contractor may only reject Deliverables to the extent that they materially fail to conform to their specifications set forth in the SOW. To be effective pursuant to the preceding sentence, notice of rejection must specifically disclose the material failure to conform to its specifications. In response to rejection of a Deliverable, Subcontractor may revise and redeliver the Deliverable, and thereafter the procedures of this Section 1(b) will repeat.

2. **EXPENSES.** Prime Contractor will reimburse Subcontractor for pre-approved travel time and other expenses incurred in performance of Professional Services pursuant to the Conga Global Customer Travel & Expense Policy located at: <https://legal.conga.com/#travel-expense-policy>.
3. **TERM.** Each SOW will continue for the term set forth therein, if any. Unless earlier terminated as set forth below, these Terms will continue until termination or expiration of all SOWs executed hereunder (“**Term**”).
4. **INTELLECTUAL PROPERTY IN DELIVERABLES.** Subject to the terms of the MPA and Program Addendum, Subcontractor owns and retains ownership of all Deliverables, including without limitation, preexisting software and other materials incorporated into Deliverables and new software and other materials created during Professional Services and incorporated into Deliverables; provided that, in no case, will Conga’s intellectual property rights in the Conga Subscription Services (as such term is defined in the MPA), including all improvements or derivatives made thereto, be transferred to Partner hereunder or under any SOW. Prime Contractor receives no intellectual property rights to any Deliverable except to the extent that these Terms or the applicable SOW provides otherwise.
5. **WARRANTY.** Subcontractor warrants that all Professional Services will be performed in a professional manner and materially in conformance with the SOW. Subcontractor further warrants that the Deliverables will conform to their specifications set forth in the SOW.