

This Conga Composer Web 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 (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 approval workflows.

1.2 Product Scope

- Conga Composer Web

1.3 Functional Use Case Scope

The following Use Cases are in scope:



Functionality	Description	Scope of Configuration*
Advisory Services		
Composer API Advisory Services	Conga Will provide guidance and advisory services to the Customer on how to set up REST API's.	Advise on the following: <ul style="list-style-type: none"> • Design documentation • Onboard users to the Conga platform for both Sandbox and Production environment(s) • Accessing the Conga Platform “token” by retrieving the Client ID and Client Secret from the Conga UI • How to set up credentials for template storage and document delivery. • Supported storage options include: <ul style="list-style-type: none"> ○ AWS S3 ○ Box ○ Drive ○ Dropbox ○ OneDrive ○ Salesforce ○ SharePoint ○ SFTP • Conga Composer API Framework, enabling the integration with the following REST API methods: <ul style="list-style-type: none"> ○ • Authentication with the Conga Platform • Creation of a simple merge request and its submission to the Conga Platform <ul style="list-style-type: none"> ○ Monitoring the status of the merge request ○ Document downloads • Guidance on how to configure a Composer email template and send it • Guidance on how to generate a Composer template, automatically attach a Composer template to a Composer email template that will automatically send to a third party
Document Generation		
Composer Template	One (1) Composer template to be configured	Conga will configure one (1) Composer template including the following attributes: <ul style="list-style-type: none"> • Up to 30 merge fields • Up to two (2) dynamic tables • Up to five (5) if/then statements • Develop JSON data payload structure tailored to meet the customer's



		<p>integration requirements for Composer (Word) templates.</p> <ul style="list-style-type: none"> • Incorporate merge fields in conjunction with the JSON data payload structure
Go-Live		
Go-Live Support	Support for a single Go-Live event	Provide up to two (2) hours of Go-Live support for a single (1) go-live event
Training	Administrative training on how to build Composer templates via API's.	<p>Provide up to two (2) hours of Composer template administrative training.</p> <ul style="list-style-type: none"> • Up to two (2) one (1) hour sessions. • Development of JSON payloads • Basic Composer features / functions

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
- Development of training materials
- Third-Party support and related activities
- Development of API's
- Any scope item not explicitly listed in section 'Use Case Scope'
- 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
- Design document including REST API methods to be used to generate a document
- Creation/Definition of business requirements document
- Deployment strategy, plan and execution for non-Conga systems
- Other Conga Services such as Conga Education Services and Conga Application Management Services (AMS)
- Specification of eSignature custom software data input tags (Defining the type of "tag" and location of the "tag")

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 (For Template Build)
- Configured template

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 Plan

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).

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

The high-level milestone based Project Plan will be constructed based on the known requirements, estimated effort, and scope set forth herein this Statement of Work. If Customer cannot meet the timeline obligations in the agreed timeline and/or delays Conga's work due to no fault of Conga, Customer agrees to purchase additional hours.

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

3.1 Go-Live

"Go-Live" refers to the on-boarding of users to the Conga 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.

4. Resourcing, Roles and Responsibilities

4.1 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

4.2 Customer Roles and Responsibilities

Customer Roles	Customer Responsibilities
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
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

4.3 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	<ul style="list-style-type: none"> 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
Center of Excellence Expert	<ul style="list-style-type: none"> Audits Project for adherence to implementation best practices and conformance to standard methodology Provides subject matter expertise as required
Center of Excellence Consultant	<ul style="list-style-type: none"> Configures and unit tests solution

4.4 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 3.1:

- Business objectives and Key Performance Indicators (KPIs)
- Templates – Each Template should be marked up to indicate dynamic fields and conditional language
- Provide access to Conga to Customer sandbox environments



- Completion of Getting Started with Conga training
- Conga will provide guidance for the collection of the deliverables.

4.5 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	
Plan	Preparation of Pre-Requisite Deliverables	C	R, A	Work Product
	Completed Getting Started with Conga training	C	R, A	Activity
	Project kick-off	C	R, A	Activity
	Review and accept Customer Deliverables	R	C	Activity
	Project Plan	R	A	Work Product
	Resource management	R	R, A	Activity
	Facilitate regular Project meetings	C	R, A	Activity
	Weekly status reports	R	R, A	Work Product
Define/Configuration	Conduct requirements workshop	C	R, A	Activity
	Define functional requirements	C	R, A	Activity
	Configure Conga solution	C, R	C, R	Activity
UAT/Go-Live	Migrate solution from Development Environment to SIT Environment	C	R, A	Activity
	Template Training	R	C	Activity
	Conduct UAT Testing	C	R, A	Activity
	Manage UAT Fixes	C	R, A	Activity



	Develop Hypercare Plan	C	R, A	Work Product
	Go/no-go decision	C	R, A	Activity
	Migrate solution from UAT Environment to Production Environment	C	R, A	Activity

4.6 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 Test Cases
- UAT Testing
- Deployment Plan
- Training Plan
- Hypercare period Plan
- Signoff on Testing

For clarity, the acceptance criteria set forth in this SOW does not apply to Customer Deliverables.

5. 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.

6. 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 – Glossary of Terms

Customer Branding: "Customer Branding" is image/logo, signature format, and additional verbiage such as a confidentiality statement with certain sizing that is to be included in the email template header/footer. The email body has relevant Agreement details pre-configured for Accelerator.