



This Conga Contracts 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 ("**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 required.

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 Contracts
- Conga Sign, Adobe, or DocuSign E-Signature Adaptor

1.3 Functional Use Case Scope

Conga understands the Customer's primary goal of this project is to implement a contract lifecycle management system that streamlines the request, repository, and reporting processes.

Getting Started

A successful project implementation starts with the Project Kickoff meeting. Your Conga Implementation Lead will be introduced shortly after contract signature, and they will be your main point of contact for the duration of the project. Your project includes the following Professional Services deliverables:

Customer Readiness

The Conga team will work with the Customer to prepare necessary data and key requirements in order to kick-off the project. Once the pre-work is completed the Conga Engagement Manager will proceed to the Plan & Design phase of project.

1. Introduction Call
2. Overview of pre-work and expected due dates
3. Discuss supporting materials to be provided by Customer

Plan & Design

During the Plan & Design project phase, your Conga team will complete the necessary knowledge transfer tasks, data and system setup, and initial technical review based on your project goals. A remote design workshop will be conducted by a Conga Engagement Manager and Solution Architect. The Design Workshop process includes:

1. Project Kickoff meeting and workshop planning
 - a. Introduction to project team
 - b. High-level workshop overview and planning
 - c. Review and discuss design workshop agenda
2. Design Workshops
 - a. Project team product review to prepare for design discussions
 - b. Review of customer Contract Lifecycle Management process

Your Conga Engagement Manager will share and review a detailed Project Solution Configuration document that will define specific fields, templates, and other applicable Professional Services deliverables as set forth in this SOW.

Configure & Test

After reviewing the Project Solution Configuration document during the Plan & Design phase, your Conga Team will continue with the following activities:

1. Repository deliverables include:
 - a. Installation of the Following Conga Products (if applicable):
 - i. Conga Contracts



- ii. Conga Sign, DocuSign or Adobe Sign
 - b. Security, including:
 - i. Up to 10 User Roles, with the following components:
 - ii. Up to 3 Company (counter party) Groups;
 - iii. Up to 10 Contract (security) Groups;
 - iv. Up to 10 Document (attachment) Types;
 - c. People Definitions, including:
 - i. Up to 20 People Functions;
 - ii. Up to 20 Contract Responsibilities;
 - iii. Up to 20 User Profiles;
 - d. Contract Profile and Company Profile configurations, including:
 - i. Company Standard Field Combo list (single-select dropdowns), up to 10 values each:
 - 1. Company Status;
 - 2. Company Type;
 - 3. Company Category;
 - 4. Company Location Type;
 - 5. Company Additional Name Type;
 - 6. Company Relationship Type;
 - ii. Contract Standard Field Combo list (single-select dropdowns), up to 10 values each:
 - 1. Agreement Type;
 - 2. Contract Type;
 - 3. Contract Status;
 - 4. Contract Location;
 - 5. Contract Address Type;
 - 6. Additional Party Type;
 - iii. Document Type Combo list, up to 10 values
 - iv. Up to 15 custom data fields across the Company and Contract Profile objects (any type, e.g., numeric, date, text, multi-select, etc.)
 - 1. Up to 30 Profile Rules with up to 2 Conditions and 4 Actions each across the Company and Contract Profile objects
- 2. Contract Request deliverables include:
 - a. 1 Intake form including:
 - i. System fields from the Company and Contract profiles including;
 - 1. Company Name
 - 2. Company Group
 - 3. Company Status
 - 4. Contract Group
 - 5. Legal Entity
 - 6. Contract Agreement Type
 - 7. Contract Term Type
 - 8. Contract Status
 - 9. Contract Expiration Date
 - 10. Renewal Interval
- 3. Search, Reporting & Insights deliverables include:
 - a. Configure System Settings;
 - i. 2 Contract Event Alert Templates;
 - 1. 1 Contract Auto-Renewing template;
 - 2. 1 Contract Expiring template;
 - b. 3 Global Reports;



- i. All contracts expiring in the next 90 days
 - ii. All contracts effective within the last 90 days
 - iii. All active contracts with expiration dates in the past
 - c. Up to 3 Global Searches;
 - i. 3 searches to be determined prior to Deployment;
 - d. 1 General Homepage Dashboard
4. Testing
 - a. The Customer will be responsible for completing the testing activity, final validation & verification of the system, with the support of Conga.
 - b. Conga will provide guidance, feedback, and edits specific to the test plan and processes you create.
 - c. Conga will make configuration changes as needed to resolve test issues reported by the Customer, where the configuration doesn't match the Project Solution Configuration document.

Once testing is complete, Your Conga Engagement Manager will work with you to schedule the Launch process.

Launch

3. Training
 - a. Conga will provide up to 4-hours of project specific training at the request of the Customer.
 - b. Conga will schedule two 2-hour training sessions within two weeks of go-live.
4. Hyper-care
 - a. Conga will provide up to 4-hours of follow-up support as part of this engagement.
 - b. The post deployment support will be available for 5-days immediately following the go-live date to ensure adoption of the changes.
 - c. This support will be provided remotely.
5. Project Close
 - a. At the close of the project, the Conga Engagement Manager will conduct a project completion meeting. Following the meeting, the Conga Engagement Manager will provide a Project Completion Document for acceptance. Formal sign-off / acceptance of the Project Completion is required to close out the engagement. If you are unable to sign / accept the Project Completion document within 2 business days, and don't communicate a timeframe in which a response will be made, then the Project Completion document will be considered accepted and we will close out the engagement.

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:

- Template design – Conga does not provide branding and design services. Design requirements must be defined by the Customer.



- System features not listed, including: Supplier Registration, Negotiation Portal, Projects, Scorecards, Task Lists, Company Flow, Project Flow, True-Up, and Clause Management, Contract Flow, Contract Templates and eSignature.
- Additional languages (apart from English) and Currencies
- Integrations with 3rd party systems
- Third-party support and related activities
- Unless purchased as an optional add-on at additional cost, migration of legacy contract data is out of scope.
- Profiles rule to support the configuration of the Intake Form

1.5 Assumptions

The following assumptions were made in the creation of this SOW:

- The combined Customer and Conga project team will base the solution design exclusively on functionality that is currently available in the Conga system.
- The Customer will manage and deliver training for all members of the Standard User persona (i.e.; any user who does not have master level administrative and/or content/asset library maintenance responsibilities) unless otherwise requested during the scoping process.
- Conga may require template formatting changes to align with best practices for template design.

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
- Go-live checklist(s)
- Configured system

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.



The phases are outlined below:

Customer Readiness – The customer will prepare and provide necessary data and key requirements in order to kick-off the project. Conga will provide guidance and templates for the collection of the data and requirements during the Customer Readiness phase. Conga guidance is limited to:

- One 1-hour introductory call with an overview of pre-work requirements and a 1-hour consultation meeting.

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

Plan - A Project kickoff readiness review is conducted. The predefined Project plan is shared, and kickoff is held where clear Project objectives are established. Refer to section 6.4 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 uses agile methodology to configure the defined scope. It consists of three (3) sprints. The scope of the solution offering is shared and explained to the Customer. Any changes within the scope defined in Section 2.3 ‘Use Case Scope’ is reviewed and agreed upon in writing. Customer is required to confirm the defined requirements by end of each sprint for the scope of the sprint. The solution is configured, and deployment plan is developed. Conga will test and verify the solution.

UAT - Customer to confirm that system is configured according to agreed requirements and design.

Launch/Hypercare - Deployment of the solution to production and one week of Hypercare

Conga will utilize one or more of the following tools to support the implementation efforts. The tools are templated 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 Microsoft Project, Confluence, JIRA, Zephyr, Bitbucket.

4. Project Plan



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

As of the Effective Date, the known requirements, estimated effort, and scope of the following Project Plan (“Project Plan”) is anticipated for Conga solution delivery. The Project Plan will be confirmed after the design phase. Any adjustments to the Project Plan (e.g. change in agreement type; scope changes) may require a new SOW.

Maximum Project Plan duration: 6 Weeks (5 Weeks to Launch plus 1 Week of Hypercare). Any extension beyond the allocated Project Plan of 6 weeks will require a new SOW. The Customer Readiness phase is estimated to last 2-weeks, however, this is dependent on the Customer and is not included in the Project Plan timeline. Accelerator Add-Ons may increase the timeline of the project as noted in the applicable Conga Contracts Accelerator Add-On Amendment Statement of Work.

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

4.1 Project Kickoff

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).

4.3 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 once UAT is completed 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	<ul style="list-style-type: none"> • 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	<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

5.3 Conga Resourcing and Resource Allocations

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 ● Issue status reports, manages risk and issue tracking and manages budget and schedules
Center of Excellence Expert	<ul style="list-style-type: none"> ● Leads solution 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
Center of Excellence Consultant	<ul style="list-style-type: none"> ● Configures and unit tests solution

5.4 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 4.1:

- Business objectives and Key Performance Indicators (KPIs)
- Contract Profile – Identify the key metadata fields to be captured as per the scope
- Contract Templates – Each Template should be marked up to indicate dynamic fields and signature blocks
- Business rules – mandatory fields and validations
- Signature Details – Identify Signatories, Wet Signature/eSignature process
- Conga will provide guidance and templates for the collection of the deliverables.

5.5 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	
Customer Readiness	Completion of Pre-Requisite Deliverables	C	R	Work Product
	Project kick-off	R	C	Activity
Plan	Review and accept Customer Deliverables	R	C	Activity
	Project Plan	R	A	Work Product
	Training Plan	C	R	Work Product
	Resource management	R	R	Activity
	Facilitate regular Project meetings	R	C	Activity
	Weekly status reports	R	C	Work Product
	Define/Configuration	Conduct requirements workshop	R	A, C, R
	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
	Train the Trainer	C	R	Activity
	Conduct UAT Testing	C	R	Activity
	Manage UAT Fixes	R	C	Activity
Launch	UAT Sign-off	C	R	Activity
	Provide Hypercare	R	A, C	Work Product
	Go/no-go decision	C	R, A	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 Test Cases
- UAT Testing
- Training Plan
- Signoff on Project

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)