



This CLM Accelerator Add-On Amendment (“**Add-On Amendment**”) is entered between Customer (“**Customer**”) and Conga Corporation f/k/a Apttus Corporation (“**Conga**”) and shall supplement the CLM Accelerator Statement of Work, CLM Essentials Accelerator Statement of Work, CLM Quick Start Accelerator Statement of Work, CLM Business Accelerator Statement of Work, or CLM Enterprise Accelerator Statement of Work as may be applicable, (“**SOW**”) as described in the applicable Order. This Add-On Amendment 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 Add-On Amendment shall be governed by the Professional Services Terms located at: <https://legal.conga.com/#professional-services-terms>.

All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the MSA, Order, or SOW, respectively.

**Whereas**, Customer wishes to have Conga provide additional Professional Services pursuant to the SOW and this Add-On Amendment;

Whereas, each type of Add-On Amendment, as identified on the applicable Order between Conga and Customer, is identified below. For clarity, not all Add-On criteria listed herein shall apply to Customer.

- CLM Accelerator Agreement Type Add-On
- CLM Accelerator Template Add-On
- CLM Accelerator Approval Process Add-On
- CLM Accelerator Legacy Data Migration Add-On
- Accelerator Add-On 25 Hour Blocks
- CLM Accelerator Salesforce Environment Administrative Support Add-On

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to add the applicable Add-on terms below as follows:



**CLM Accelerator Agreement Type Add-On Scope**

Functionality	CLM Accelerator Add-On Offering for Additional Agreement Types	Scope of Configuration
<b>Agreement Lifecycle</b>		
Create Agreement	Agreement creation from account / opportunity for Additional ONE Agreement type	Up to TEN (10) Additional data fields Up to THRE (3) Additional validation Rules Up to THREE (3) Additional workflow Rules
Populate Agreement Details	ONE additional Agreement page layout provided to enter information and uploading supporting documents	ONE (1) additional page layout for the additional Agreement type
Document Generation	Preview and generate Customer facing agreement document with merged fields and dynamically include language based on predefined conditions. Regenerate the document with existing redlines or as a new version.	Out of the Box (OOTB)
Import Offline Document	Import Counterparty (third party) paper	OOTB



Contract Negotiation	Check-in, Check-out, Versioning, Redlining, Comparison and Advanced Reconciliation from Microsoft Word	OOTB
Agreement Activation	Pre-configured auto activation process of a fully signed document Storing fully signed document within content searchable repository and cross reference to Agreement record	OOTB
Post Agreement Activation Actions	Child or related Agreement creation Amendment of active Agreement Terminate in process or executed Agreement Renew Agreement before expiration	OOTB
<b>Template Administration</b>		
Agreement Templates	Agreement template creation, applying updates and maintaining versions	ONE (1) Agreement template for EACH Additional Agreement type Any ONE language for respective template Each template consisting of 15 to 20 pages and 20 to 25 conditional sections



Merge Fields and Smart Fields	<p>Merge Fields, allowing data insertion into generated agreement document.</p> <p>Smart Fields, allowing data insertion into generated agreement document and if data value is changed within the document then upon check-in and reconciliation the new value is updated in the system</p>	Each template consisting of up to THIRTY (30) merged or smart fields
Clause Library	Leverage legal playbook to author contracts from Microsoft Word	Up to TWENTY (20) pre-approved alternate clauses
<b>Business Process</b>		
Process Flows	<p>Preconfigured Flows:</p> <ul style="list-style-type: none"> <li>• Self-serve</li> <li>• Legal assist</li> <li>• Non-standard</li> <li>• Approvals</li> <li>• Store executed</li> <li>• Third party paper</li> </ul>	Minor updates to the preconfigured flows.
<b>Timeline</b>		
Project Plan	Implementation time impact	<p>1 Unit: No impact</p> <p>2 Units: Add 1 week of build and 1 week of User Acceptance Testing</p> <p>3 Units: Add 1 week of customer readiness, 2 weeks of build and 1 week of User Acceptance Testing</p> <p>4 Units: Add 1 week of customer readiness, 3 weeks of build and 1 week of User Acceptance Testing</p>



**CLM Accelerator Template Add-On Scope**

Functionality	CLM Accelerator Add-On Offering for Additional Templates	Scope of Configuration
<b>Template Administration</b>		
Agreement Templates	Agreement template creation, applying updates and maintaining versions	ONE (1) Agreement Template Any ONE language for respective template Each template consisting of up to TWENTY (20) pages and up to TWENTY-FIVE (25) conditional sections
Merge Fields and Smart Fields	Merge Fields, allowing data insertion into generated agreement document.  Smart Fields, allowing data insertion into generated agreement document and if data value is changed within the document then upon check-in and reconciliation the new value is updated in the system	Each template consisting of up to THIRTY (30) merged or smart fields
Clause Library	Leverage legal playbook to author contracts from Microsoft Word	Up to TWENTY (20) pre-approved alternate clauses



**CLM Accelerator Approval Process Add-On Scope**

Functionality	CLM Accelerator Add-On Offering for Additional Approval Process	Scope of Configuration
<b>Approval Process</b>		
Approval Flow	Preconfigured approval process	Minor updates to the additional preconfigured approval process
Approval Criteria	Placeholder available to provide entry criteria for approval processes	THREE (3) approval criteria for the one additional approval process
Approval Step	Preconfigured approval steps for each approval process	FOUR (4) Approval Steps for the one additional approval Process
Notifications	Notifications sent by the system for approval assignment, reassignment, escalation, cancellation and notify only.	Minor changes to incorporate Customer branding to for the one additional approval process: FIVE (5) Email Notifications applicable across Approval Processes - Assignment (OOTB) - Reassignment (OOTB) - Escalation (OOTB) - Cancellation (OOTB) - Notify Only (OOTB)



**CLM Accelerator Legacy Data Migration Add-On Scope**

Functionality	CLM Accelerator Add-On Offering for Legacy Data Migration	Scope and Responsibilities of Migration
<b>Data Migration</b>	Loading of legacy data into Conga CLM Three levels of data load are available in the Legacy Data Migration Add-On	Level 1: Conga will load: <ul style="list-style-type: none"> <li>• Agreements header (up to 1000 records)</li> <li>• Attachments, (up to 1000, load to Files Repository in Salesforce)</li> <li>• No document versioning for legacy Agreements</li> <li>• Accounts (Related to the Agreements) No other objects are in scope.</li> <li>• Up to THIRTY (30) fields total across the two objects (Account and Agreement)</li> </ul>
		Level 2: Conga will load: <ul style="list-style-type: none"> <li>• Agreements header (up to 5000 records)</li> <li>• Attachments, (up to 5000, load to Files Repository in Salesforce)</li> <li>• No document versioning for legacy Agreements</li> <li>• Accounts (Related to the Agreements)</li> <li>• No other objects are in scope.</li> <li>• Up to THIRTY (30) fields total across the 2 objects (Account and Agreement)</li> </ul>
		Level 3: Conga will load: <ul style="list-style-type: none"> <li>• Agreements header (up to 10,000 records)</li> <li>• Attachments, (up to 10,000, load to Files Repository in Salesforce)</li> <li>• No document versioning for legacy Agreements</li> <li>• Accounts (Related to the Agreements)</li> <li>• No other objects are in scope.</li> <li>• Up to THIRTY (30) fields total across the 2 objects (Account and Agreement)</li> </ul>



	<p>Data Migration Process and Environments</p>	<p>Conga and Customer will work on a joint plan to support data migration build, dry runs, and production load, subject to feasible limitations at the discretion of Conga.</p> <p>Conga and Customer will work together to identify relevant tools to perform the data migration, subject to feasible limitations at the discretion of Conga.</p> <p>Customer is responsible for engaging and aligning resources (in case a middleware has been identified as the right tool) to support the migration.</p> <p>Conga will work with Customer in data mapping of Customer data with using the Conga data model.</p> <p>The data will be loaded as follows:</p> <ul style="list-style-type: none"><li>- 10% data load to Dev</li><li>- 50% load to QA/UAT</li><li>- 100% load to Production</li><li>- migration of in-flight data is not in scope</li></ul>
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	Data Quality	<p>Customer is responsible for data quality and accuracy, including but not limited to:</p> <ul style="list-style-type: none"><li>- Data cleanliness including elimination of duplicate records;</li><li>- Integrity of standardized text, such as spelling, abbreviations, titles, geographic designations, and all record identifiers, such as those that ratify parent-child relationships</li><li>- Consistency of Fields, e.g. Field length, Field type</li><li>- Accuracy of commercial figures.</li><li>- Customer will validate the accuracy of loaded records after the completion of each load.</li></ul> <p>Customer will correct data quality issues, if required.</p>
	Data Extraction	<p>Customer is responsible for extracting data in the format which the Conga Team will provide as a standard.</p> <p>Any data provided that does not conform to the specified Conga standards will require additional tasks and might increase overall Project scope and/or timeline through the Change Control Process.</p> <p>If data is extracted from multiple source systems, Customer is responsible to provide a unique key, which will identify the record across systems.</p>



### **Accelerator Add-On 25 Hour Blocks**

1. Accelerator Add-On hours are sold in blocks of twenty-five (25) hours with a maximum of two hundred (200) hours. The number of hours and applicable invoice dates are indicated on the applicable Order Form(s).
2. Accelerator Add-On hours must be used within the timeframe of the CLM Accelerator project. Any unused hours will expire upon the agreed-upon completion of the project and deliverables. Add-On hours may not be carried over to any additional projects or services.
3. Customer and Conga agree that the Accelerator Add-On hours establish an estimate of the requisite level of effort ("Level of Effort") necessary to complete the work requested by the Customer. The actual hours necessary may vary. If the actual hours exceed the Level of Effort estimate or additional work is requested by the Customer, additional Professional Services hours may be purchased at the same rate via a separately executed Professional Services On Demand Order Form.

Upon Conga's request, Customer will provide Conga with requirements and other detailed information (including cases, deployment plans, and further documents) to allow Conga to be able to provide a Level of Effort.

4. Customer and Conga agree that the Accelerator Add-On hours establish an estimate in a level of effort document ("Level of Effort"). The actual hours may vary. If the actual hours exceed the allowed maximum Two Hundred (200) hours available to the Customer for the then-current project timeline, additional Professional Service hours may be purchased at the same rate via a separately executed Professional Services On-Demand Order Form. Upon Conga's request, Customer will provide Conga with requirements and other detailed information (including cases, deployment plans, and further documents) to allow Conga to be able to provide a Level of Effort.
5. The original timeline of the CLM Accelerator (as indicated in the SOW link on the Order Form) project may be extended dependent on the amount of Accelerator Add-On hours purchased, the complexity, and the magnitude of the Customer request. Customer and Conga will agree to the project timeline during the planning phase of the project.
6. In some cases, a Customer's request, depending on its complexity or magnitude, may require a separate professional service engagement, in Conga's sole discretion (i.e. Add-On hours cannot be applied to the specific project). This includes, without limitation, training classes (which will be referred to Conga Education Services).
7. Any time spent for research, investigation, discovery, meetings, phone calls, testing, and any other activities directly related to the Customer request will be logged as billable time.



### **CLM Accelerator Salesforce Environment Administrative Support Add-On**

Conga will provide the following services to support Customer in the set up and use of the Salesforce environment to support the CLM Accelerator implementation.

1. User Import:
  1. Conga will import up to 500 users into the Salesforce environment.
  2. Customer will provide user information in a cvs file format, including first name, last name, username, email address, and mapping to profile and permission set.
  3. Federation ID will also be provided if SSO is being set up.
  4. Up to FIVE (5) additional user data fields maybe include as agreed upon by Customer and Conga
  5. Assign users to the appropriate profiles and permission sets
2. Security Framework set up
  1. Setting up to FIVE (5) profiles and permission sets (up to THREE (3) standard + TWO (2) additional custom).
  2. The three standard profiles/permission sets that are included: CLM Admin, CLM Contract/Legal Manager and CLM Requester.
  3. Up to two additional profiles/permission sets as specified by Customer
3. Review Salesforce environment structure and best practices for ongoing use and maintenance
4. Configure a Single Sign-On (SSO) connection between the Salesforce environment and the Customer's SSO provider
  1. Customer will provide internal IT Point of Contact to facilitate and test the SSO set-up.