This Conga API Certification 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 Conga Corporation f/k/a 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: https://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. If changes or expanded scope are necessary, a new SOW will be necessary.

During this Project, Conga Professional Services will perform a one-time certification activity and provide the following activity and deliverables to the Customer subject to the scope limitations noted below.

Products Scope:
- Conga Sign API
- Conga Composer API

Activity	Description	Scope
Kick-off Meeting	The Conga Engagement Manager will conduct a Kick-off meeting with the Customer to introduce the team and review the planned activities and deliverables for the API Certification services.	1 meeting
Best Practice Review	This is a formal review of the Conga API Best Practices Guide, to provide Customer guidance on the overall approach to ensure that best practices for Conga API implementation are being followed.	1 meeting

	This is a formal review and certification of the customer code build as related to the Conga API solution. The Conga Technical Architect will ensure that the build encompasses all of Conga best practices, and fully meets all API parameters. Reviews may be conducted iteratively or a single review at the end of the build phase depending on Customer Project methodology. The build review must be complete before UAT completion.	Up to 4 meetings
Build Review and Certification		
Facilitate Access to Production API	Upon completion of the build review and certification, Conga Professional Services will facilitate full access to the production API environment.	1 request for 1 production API

Deliverable	Description
API Best Practice Guide	The Conga API best practice guide is a document that provides best practices and limitations for use of Conga API solutions.
API Build Certification Scorecard	The build certification scorecard is the end result of the build review, a document produced to indicate that the API code build has been reviewed, certified, and any exceptions have been documented.

For clarity, Conga Professional Services will not perform any configuration work directly in the Customer environments.

The API Certification reviews are typically conducted in alignment with project sprint cycles or just prior to final System Integration Testing (SI) and/or User Acceptance Testing (UAT). In the absence of a formal sprint plan, Conga and the customer will mutually agree upon an API Certification review schedule.

In the event Conga rejects API Certification, Conga reserves the right to withhold Production API access until such issues are resolved and certified. If required, Conga will provide reasonable advisory services to the Customer to adhere to Conga API best practices.

The timeline will start three weeks after the Order Form execution date. All activities and deliverables must be used within one year. Any expansion of the scope limits or timelines will require a new SOW.

2. 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.

Appendix A – Project Assumptions

Assumptions

Conga will rely on the following assumptions and those stated elsewhere in this SOW in performing the Services. Should any assumption(s) prove to be incorrect or incomplete or should Customer fail to comply with any of its responsibilities set forth in this SOW, Conga reserves the right to modify the price, scope and/or schedule of the Services. Any change(s) to the scope, Deliverables, pricing and/or schedule of this SOW shall be made by Conga and Customer executing a Change Order.

- The only tasks and Deliverables Conga will undertake or deliver in providing the Services are those specifically set forth in this SOW.

Project Governance

The Customer and Conga Project Managers will establish appropriate governance to ensure effective and appropriate decision, and escalation procedures during the Plan stage for the Project. Governance may include the following:

- Project Status Meetings: Scheduled as necessary, with required participation from both Conga and Customer participants.
- Project Status Reports: Regularly provided by Conga to Customer's Project management team, as necessary.
- Steering Committee (as applicable): Providing Project oversight, direction, escalation, arbitration, and decision making. Conga and Customer representatives will be assigned during the project and are required to attend as necessary (the "Steering Committee"). Steering Committee meetings will be conducted on an ad hoc basis as needed. 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 Steering Committee. The Steering Committee will be the highest escalation point and should be comprised as follows:

    Conga Representation
    1. Vice President, Conga Professional Services
    2. Director, Conga Professional Services

    Customer Representation
    1. Senior Representative, Customer Name and Title
    2. Senior Representative, Customer Name and Title

Appendix B. Conga API Certification Scope of Services and Deliverables, Conga and Customer Responsibilities

The only tasks and Deliverables Conga will undertake or deliver in providing the Services are those specifically set forth in this SOW. Any change(s) to the scope, deliverables, pricing and/or schedule of this SOW require a new SOW.

1. Services in Scope
Conga Professional Services will consult with the Customer on the following:

- Actively participate in kick-off meetings
- Guide as required on Conga Best Practices for Conga API solutions
- Review build for Conga API Solution architecture within Customer's Enterprise landscape
- Support communication with Conga product team, if necessary
- Help report and document product bugs and enhancement requests

2. Services Out of Scope
The following Services are out of scope and will not be provided by Conga:
- Services for solutions other than the Conga API Solution
- Execution of Customer Project methodologies
- Development of the Customer requirements document
- Development of the Customer solution document
- Configuration of the Conga solution
- Loading of data into the Conga solution
- Troubleshooting issues with the Conga solution
- Any documentation or deliverables outside of the specific deliverables outlined in Section 1
- Services not specifically defined in the scope of the SOW

3. Roles and Responsibilities
The following Conga staffing roles, sometimes also referred to as "Resources", will be assigned and/or allocated to the Project. Specific personnel assignments will be made within three (3) weeks of the Order Form execution date.

Conga Staffing/Resource Roles	Conga Responsibilities
Engagement Manager	- Primary point of contact for Customer. - Responsible for efficiently allocating Conga resources to the engagement. - Responsible for status updates and communicating engagement information to Conga stakeholders.
Technical Architect	- Consults with Customer on Project requirements and provides recommendations. - Consults with Customer on API build, lead Build Gate Review and provide recommendations.

4. Customer Responsibilities

Customer will in a timely manner (i.e. in a time period that does not adversely affect Conga' delivery of the Services) perform the following tasks and/or is responsible for the following:

1. Assign a Project manager ("Customer Project Manager") or other point of contact to provide direction and guidance to Customer and Conga personnel as required; provide information and resources as needed by Conga to enable Conga to perform the Services; provide any approvals, as needed.
2. Customer and/or Customer's third-party partner ("Partner") is responsible for overall Customer Project delivery including, but not limited to, requirements gathering, solution design, configuration, customization, user acceptance testing, deployment and go-live support.
3. Customer and/or Partner is responsible for overall Customer Project management activity. This includes: 1) responsibility and accountability for Customer Project on-time and on-budget; 2) ensuring that all third parties, including software providers, suppliers, contractors and consultants, communicate, cooperate and resolve issues in a timely manner, and; 3) establishing an issue escalation process to address and resolve issues as they arise in a timely manner.
4. Provide access to appropriate Customer personnel, including executives, business process owners, technical and operational staff and solution users, as needed.
5. Provide response(s) to all requests for information by Conga
6. Schedule and invite Conga to status, steering committee, and review meetings as relevant to allow Conga to perform the in-scope activities.
7. In the event Conga personnel are on-site, provide office space, including, but not limited to, furniture, telephone and network/internet access services, as deemed necessary by Conga in good faith in order for Conga to perform the Services.
8. Resolve Customer Project issues as they arise in the Project.
9. Customer will complete documentation to meet Customer's methodology and governance requirements.
10. Customer personnel are available during the Customer Project.
11. Customer personnel are properly trained in their area of responsibility and have obtained training from Conga Education Services to achieve proficiency with the Conga solution. The Conga personnel identified in this SOW will not provide training to Customer, defined as the enablement of Customer personnel to:
    a. Utilize Conga (OOTB functionality as an end user or solution administrator
    b. Configure Conga OOTB functionality as a solution administrator