

## Conga Care Terms & Conditions

Conga Care (“CC”) allows Customers to have access to Conga technical experts for consulting and administration services to assist with updating, modifying, or maintaining Conga applications. Conga Care is generally made available as a renewable subscription (certain # of Service Requests (as defined below) per time period, e.g. 1 Service Request per month) for the duration set forth in the applicable Order Form, governed by the Conga Care Terms & Conditions below.

Conga Care is offered via two different Levels: “Conga Care Level 1” and “Conga Care Level 2.”

Conga Care Packages	Entitlements
Conga Care – Level 1	<ul style="list-style-type: none"> <li>- Shared pool of resources</li> <li>- Offshore Coverage</li> <li>- One (1) Service Request per month to create or update the Conga products’ master data or configurations</li> </ul>
Conga Care – Level 2	<ul style="list-style-type: none"> <li>- Named resource</li> <li>- Onshore Coverage</li> <li>- One (1) Service Requests per month to create or update the Conga products’ master data or configurations</li> </ul>

These Conga Care Terms & Conditions (“**Terms**”) constitute a legal agreement between you or your employer or other entity on whose behalf you agree to these Terms (the “**Customer**”) and Conga Corporation f/k/a Apttus Corporation (“**Conga**”).

1. The initial term and applicable invoice dates for a Conga Care subscription are indicated on the applicable Order Form. Subscription Fees for Conga Care shall be non-refundable.
2. Any unused Service Request units will expire at the end of the applicable Conga Care subscription term.
3. Service Request units may not be carried over to the following month, unless otherwise set forth in the applicable Order Form. Future Service Request units may not be advanced. In a given calendar month, only # of entitled Service Requests may remain open, prior to opening additional Service Requests.
4. Each Service Request is estimated not to exceed 5 (five) hours of effort. Conga reserves the right to reasonably delineate a single Service Request into multiple Service Requests.
5. Shared pool of resources will consist of a team of Conga experts, which will service the Service Request based on availability and expertise. Named resource will be an assigned Conga expert who will be the single point of contact for all Service Requests.
6. Unless otherwise set forth in a separate Master Subscription Services Agreement, or equivalent software subscription agreement, the fees for each renewal term will increase by 5% over the fees for the prior twelve (12) months. A Service Request is defined as a “create or update” of a single configuration for Conga Products. Some examples where Conga Care subscription can be leveraged are as below:
  - Creating a new or updating an existing: Template, clause, query, automation parameter, batch query, batch schedule, formula field, definition, flow, grid view, layout, permission, eSignature tag, writeback, parameter, report, dashboard, minor customization.
  - upgrade planning or smoke testing
  - Data Load or Migration
  - Deployment of a change from sandbox to target org

7. Customer may upgrade its Conga Care package upon execution of a new Order Form. However, Customer may not decrease its Conga Care package level during the applicable Subscription Term.
8. Customer is responsible for thoroughly testing any Conga Care configurations in sandbox and production orgs, and will provide written approval and acceptance of the configurations upon successful completion. Any change or adjustment to the configuration thereafter requires a new Service Request and is not covered under the original Service Request.
9. If any work product or deliverable (“**Deliverable**”) is created or derived via Conga Care, Conga shall own all Deliverables, as well as, and including, any feature enhancements, customizations, or derivative works made to the Subscription Services, provided Customer shall own all Customer Data and Customer Confidential Information.
10. Some Service Requests may, depending on their complexity or size and in Conga’s sole discretion, not be covered by Conga Care, including, without limitation, integrations (which will be referred to Conga Professional Services) and training classes (which will be referred to the Conga Education Services).
11. Customer will grant Conga Care representatives full admin access to the production and sandbox orgs necessary for the provision of Conga Care. Conga Care representatives may provide temporary access for, consult with, or assign work to, other Conga employees such as engineers, developers, or product managers from time to time to complete the Service Request.
12. Any request outside of the case portal by the customer to investigate, research, test, or evaluate requirements or any other activities will be logged as a Service Request.
13. All Conga Care work will be performed remotely (there will be no travel).
14. Conga Care offshore hours of coverage will be between 4 AM EST and 12 PM EST, during work week (Monday through Friday, except Holidays).
15. Conga Care onshore hours of coverage will be during the customer time zone, during work week (Monday through Friday, except Holidays).
16. An assigned Conga Care representative may be temporarily replaced by another Conga Care representative in case of vacation, training assignments, or similar absences.
17. Conga may refuse to perform a Service Request due to high risk, complexity, or any other relevant reason. Conga is not responsible for any financial loss incurred by Customer resulting from any change implemented in their Salesforce.com or Conga environments by Conga Care.