This Conga Contracts for Salesforce 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 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: 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

- Contracts for Salesforce Business or Enterprise Edition
- Composer

- Orchestrate
- Conga Grid

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, creation, approval / routing, execution, 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. <u>Project Kickoff meeting and workshop planning</u>
   a. Introduction to project team
   b. High-level workshop overview and planning
   c. Review and discuss design workshop agenda

2. <u>Design Workshops</u>
   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:

        i.   Contracts for Salesforce
        ii. Composer
        iii. Orchestrate
        iv. Conga Grid

- b. Provide the Legal Entity Object as a parent to the Contract Agreement object
  - i. Create up to 5 customs fields
- c. Provide the 'Contract Agreement' object
  - i. Provide 1 pre-configured page layout
    1. Configure 2 record types
    2. Create up to 10 Custom fields
  - ii. Provide 3 pre-configured buttons:
    1. 1 Conga Contracts for Salesforce 'View Redlines' button
    2. 1 Conga Contracts for Salesforce 'Send for Negotiation' button
    3. 1 Conga Contracts for Salesforce 'True Up' button
  - iii. Build 1 custom Conga button:
    1. 1 Conga Composer button which will support the creation of Contracts

2. Contract Request deliverables include:
   - a. Conga will provide 1 preconfigured Salesforce Flow to support the request function which includes:
     - i. 3 dynamic sections (screens)
       1. Customer can define up to 5 Salesforce fields per section

3. Contract Template deliverables include:
   - a. Template Creation
     - i. Create up to 2 Contract templates
       1. Create and insert up to 30 Conga merge fields across all templates
       2. Set up the Clause Library
          - a. Up to 100 Clauses across all templates
          - b. Up to 1 Clause Bundle per template
          - c. Up to 5 conditional Clauses per template
          - d. Maximum of 2 Orchestrate definitions to support the selection of Clause Bundles and conditional Clauses
            - i. Up to 1 step for the Clause Bundle selection
            - ii. Up to 5 steps for the conditional Clause selection
     - ii. Conga will add signature tags to Conga templates in scope for supported eSignature solutions

4. Process Automation deliverables include:
   - a. Pre-configured Contract Status field with up to 7 status values that include:
     - i. Draft
     - ii. In Negotiation
     - iii. Pending Approval
     - iv. Approved
     - v. Out for Signature
     - vi. Active
     - vii. Cancelled
   - b. Provide 2 pre-configured Salesforce Flows to support Contract Agreement workflow (created on the Contract Agreement and Email Message objects)
   - c. Provide 4 pre-defined Salesforce Email templates that include:
     - i. Confirmation to the Requester that the Contract Request was submitted (not applicable to self-service contracts) – internal
     - ii. Notification sent to Contract Requestor that the Contract Agreement record has been assigned to legal (Legal owner assignment notifications) – internal

        iii.   Send for negotiation (customer-facing)
        iv.   Notification that redlines have been submitted by a third party – internal
    d.   1 standard pre-configured, Salesforce Approval process which routes the Contract Agreement record to up to 3 serial approver queues

5. Search, Reporting & Insights deliverables include:
   a. Conga Grid
      i. Pre-configured Conga 'Contract Management Center' which consists of 5 Grid views:
         1. Contract Request legal queue
         2. Opportunity closing within this fiscal quarter
         3. My contracts queue
         4. Contracts out for signature
         5. Contracts expiring in the next 90 days

6.
   a. Provide 4 pre-configured reports and 1 pre-configured Dashboard
      i. Open contracts by Requester
      ii. Open contracts by Status
      iii. Contract request volume by month
      iv. Non-standard clauses

7. 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

1. Hypercare
   a. Conga will provide up to 4-hours of follow-up support as part of this engagement.
   b. This 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.
2. Training
   a. Conga to provide up to 4 hours of project-specific training at the Customer's request:
      i. Basic CFS Administration
      ii. End To End User functionality
3. 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.
- Additional languages (apart from English) and Currencies
- Dynamic tables within the Contract templates
- Creation of Legal Entity Records / data.
- Custom configuration of Conga Grid Reading Pane elements. This includes UI components of Contracts for Salesforce embedded within the Conga Grid Reading Pane (View Redlines, Send for Negotiation, etc.)
- Configuration of Salesforce Security Settings, including profiles and permission sets. Conga may provide guidance as to the best practice around security, but all configuration and modification of security (including objects which Conga installs and creates).
- Tables and dynamic logic as part of either a Salesforce Email template or Conga Email template.
- Order Forms, Proposals, Quotes, etc. (Pricing and Product related templates with summary tables presenting costs provided to clients).
- Installation and configuration of third-party eSignature tools
- Enhanced or custom signature tags or writeback functionality.
- Integrations with 3rd party systems
- Third-party support and related activities

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 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
- Configured system
- Deployment Guide

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

7.1 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. Additional consulting will require a new SOW.

 Pre-work must be completed before moving into Define/Design phase of the project.

Define, Design, Configure & Test – This phase uses agile methodology to configure the defined scope. The scope of the solution offering is shared and explained to the Customer. Any changes within the scope will be reviewed and agreed upon in writing. Customer is required to confirm the defined requirements in the design document within two (2) business days from the date of receipt. 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.

Hypercare - One week of Hypercare

Conga will utilize one or more of the following tools to support the implementation efforts. The tools are templatized 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, estimates effort, and scope 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 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 Contracts for Salesforce Accelerator Add-On Amendment Statement of Work.

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

4.1 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).

4.2 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 at Go-Live 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. Deployment Guide

"Deployment Guide" refers to a document outlining the steps that are needed to push the Conga solution across Salesforce Environments. This document outlines the following processes:

- Product Install links and set up information
- Product component migration steps
- Change set creation, validation and deployment steps
- Overview of licenses and permission set requirements
- Guidance on validation testing
- Deployment checklist

6. Resourcing, Roles, and Responsibilities

6.1   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

6.2   Customer Roles and Responsibilities

Customer Roles	Customer Responsibilities
Steering Committee Representative	• 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	• Act as primary point of contact for Conga Project Manager • Coordinate all Project activities and required Customer resources
Subject Matter Expert (Business and Technical)	• 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	• Develop UAT test strategy, test scenarios, and test plans • Execute test cases and report findings to the Project managers
System Administrators	• Administer sandbox environment(s) • Manage all CRM activities required by and related to the Project
Trainers	• Attend Conga 'Train the Trainer' training • Develop Customer training material • Train Customer users on the day-to-day use of the configured Conga solution

6.3   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	• 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

Conga Staffing/Resource Roles	Conga Responsibilities
Center of Excellence Expert	● 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	● Configures and unit tests solution

6.4   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)
● Record Types – Identify the Agreements and key metadata fields to be captured as per the scope
● Contract Templates – Each Template should be marked up to indicate dynamic fields and conditional legal language, and signature blocks
● Review the predefined business process flows built in the Contracts for Salesforce Accelerator and highlight any minor modifications
● Provide access to Conga to Customer Salesforce sandbox environments
● Conga will provide guidance and templates for the collection of the deliverables.

6.5   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 2.1.

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	Preparation of Pre-Requisite Deliverables	C	R	Work Product
Plan	Project kick-off	R	C, A	Activity
	Review and accept Customer Deliverables	R	C	Activity
	Project Plan	R	A, I	Work Product
	Training Plan	C	R	Work Product
	Resource management	R	R	Activity
	Facilitate regular Project meetings	R	C, A	Activity
	Weekly status reports	R	I	Work Product
Define/Configuration	Conduct requirements workshop	R	A, C, R	Activity
	Define functional requirements	A, R	C	Activity
	Configure Conga solution	R	C	Activity
	Standard deployment plan	R	R	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	R	Activity
Launch	UAT Sign-off	C	R	Activity
	Develop Hypercare Plan	C	R	Work Product
	Go/no-go decision	C	R, A	Activity
Hypercare	Provide reactive Hypercare support	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
- Hypercare period Plan
- Signoff on Testing

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

7. 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.

8. 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 – Salesforce Platform Assumptions

Salesforce Lightning Platform Assumptions *(referred to as "Platform")*
Language
The user interface can only support the languages that are supported by the Platform.

Platform Limitations
Conga is 100% native to the Platform. The Conga solutions are subject to the constraints, limitations, features and capability provided by the Platform, e.g. the limitation of uploaded files to twenty-five (25) megabytes.

Advanced Configuration
"Advanced Configurations" refer to Conga Solution components composed of the Salesforce and software development technologies listed here: salesforce Apex, salesforce Visualforce, salesforce triggers and JavaScript, Conga callbacks and APIs. Conga will make all commercially reasonable efforts to minimize the design, development and testing of Advanced Configurations. Customer will be responsible for the maintenance of all Advanced Configurations following Go-Live, unless appropriate Conga Managed services are procured. Conga Services will achieve a code coverage of eighty (80) percent for Conga code exclusively. The Services included herein will not require the modification of third-party code in Customer's salesforce environments.

Customer Salesforce Procured Lightning Platform Org Assumptions:
For clarity, the assumptions below apply only in situations where Customer has procured Salesforce Lightning Platform Org Licenses independent of Conga for the purposes of Conga to deliver its product and services. If Conga has procured the Org Licenses, then the below does not apply.

Platform Dependencies
As the Conga Solution is 100% native to the Platform, the execution of this SOW is dependent on the Customer's configuration and management of Customer Salesforce instances in so far as the readiness of these instances support the following standard Salesforce features, practices and policies.

Cumulative Code Coverage
Cumulative code coverage in Customer's Salesforce environment cannot be guaranteed by Conga. In the event that Customer's code coverage impacts the deployment of the Conga Solution, Customer will remediate code coverage in a timely manner.

Customer Procured Third-party Apps and Configured Objects
Conga will not be responsible for servicing any third-party App running on the Salesforce platform and servicing any Customer configured Objects, unless specified in the SOW.

Salesforce Environments
Customer must provide all necessary Platform environments, including sandboxes, to enable the performance of the Project as described herein. Customer is required to license all required Platform environments, including sandboxes, directly from Salesforce. Failure to do so will alter the expected duration and cost of the Project implementation and require a Change Order.

The Project is dependent upon Customer's applicable Platform environments. Customer and Conga will conduct all Solution configuration, testing and deployment activities in the following three (3) salesforce environments, as licensed from Salesforce by Customer and managed by Customer, unless specified otherwise in the SOW:

- Build – one (1) Salesforce sandbox environment (Developer Pro)
- Test – one (1) Salesforce sandbox environment (bare minimum Partial Sandbox, ideal would be the full sandbox)
- Production – one (1) Salesforce production environment

While lesser varieties of salesforce sandbox environments are available, the storage capacity of a full-copy sandbox is required for the Conga Solution. Please consult salesforce materials at help.salesforce.com for additional sandbox details.