

These Supplemental Terms and Conditions for a Conga Free Trial ("Free Trial Terms and Conditions") are an addendum to the Conga Master Services Agreement located at: <https://legal.conga.com/#master-services-agreement>, or similar agreement in place between Conga and Customer ("Agreement"), and apply to Customer's participation in a Conga Free Trial ("Free Trial"). Capitalized terms not defined in the Free Trial Terms and Conditions will have the meanings given to them in the Agreement.

"Free Trial" means a no-cost trial or evaluation of the Subscription Service for which Customer may register with Conga via Order Form or through an application marketplace or portal. Additional terms and conditions applicable to a Free Trial may appear on the trial registration web page, which are incorporated into this Agreement by reference and are legally binding.

1. Term

1.1. The Free Trial starts when Customer agrees to the Free Trial Terms and Conditions and ends when the Free Trial period is completed.

1.2. Notifications provided by Conga indicating the remaining number of days in the free trial shall constitute notice of termination.

2. Limitations. During the Free Trial:

2.1. The Free Trial Subscription Service product may contain restrictions on the number of Users or Transactions available to the Customer during the Free Trial;

2.2. Certain Subscription Services and features will not be available;

2.3. The Conga Service Level Agreement will not apply;

2.4. Conga will not have any obligation to indemnify Customer or any of its Affiliates against any Indemnified Liabilities arising from alleged infringement of any third party's Intellectual Property Rights by Customer Indemnified Parties' use of Conga's technology used to provide the Subscription Services;

2.5. Customer must follow any policies made available to Customer within the Subscription Services and, if Conga determines (at its sole discretion) that any data submitted, stored, sent or received via the Subscription Services by Customer, its Affiliates or Users ("Trial Customer Data") does not comply with Conga's terms or policies (including without limitation these Free Trial Term and Conditions) or if Conga is investigating suspected misconduct, Conga may suspend or stop provision of the Subscription Services to Customer without notice;

2.6. Notwithstanding any terms stating otherwise in the Agreement, use of the Subscription Services will not be subject to the Conga Data Processing Addendum, and Customer agrees not to use (or allow its Affiliates or Users to use) the Subscription Services to submit, store, send or receive any personal data;

2.7. Customer is solely responsible for protecting its property, data, and others from any risks caused by the Subscription Services.

3. Upgrading to Standard Subscription Services Account.

3.1. At any time during the Free Trial, Customer may convert its Free Trial account to a standard Subscription Services Account by contacting Conga. After the Free Trial ends, Customer may convert its Free Trial account to a standard Subscription Services Account as described in Section 4 (End of the Free Trial) below.

3.2. Customer's continued use of the Subscription Services after upgrading to the standard Subscription Services Account is subject to the terms of the Agreement (or other applicable agreement between Conga and Customer) and the Free Trial Terms and Conditions will no longer apply.

4. End of the Free Trial.

4.1. If the Customer has not upgraded when the Free Trial ends, Customer will no longer have access to the Subscription Services. During the 30 day period after the end of the Free Trial, Customer may contact Conga

(i) to migrate Trial Customer Data from the Free Trial environment or (ii) to upgrade from the Free Trial to a standard Subscription Services Account. When such 30 day period has expired, Conga will delete Trial Customer Data (unless Customer has upgraded to a standard Subscription Services Account).

5. Warranties Disclaimer.

5.1. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CONGA DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CONGA DOES NOT WARRANT THE RELIABILITY, TIMELINESS, SUITABILITY, OR ACCURACY OF THE SUBSCRIPTION SERVICES OR THE RESULTS CUSTOMER MAY OBTAIN BY USING THE SUBSCRIPTION SERVICES. CONGA DOES NOT WARRANT UNINTERRUPTED OR ERROR FREE OPERATION OF THE SUBSCRIPTION SERVICES OR THAT CONGA WILL CORRECT ALL DEFECTS OR PREVENT THIRD PARTY DISRUPTIONS OR UNAUTHORIZED THIRD PARTY ACCESS. CONGA DISCLAIMS ALL FAILURES, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET.

6. Limitation of Liability.

6.1. IN NO EVENT SHALL CONGA BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS, DATA, OR DATA USE, ARISING OUT OF OR RELATED TO THESE FREE TRIAL TERMS AND CONDITIONS, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, EVEN IF THE PARTYS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIMS ARISING FROM ITS USE OF THE SUBSCRIPTION SERVICES UNDER THESE FREE TRIAL TERMS AND CONDITIONS IS TO STOP PARTICIPATING IN THE FREE TRIAL.

7. Effect of Addendum.

7.1. To the extent of any conflict or inconsistency between these Free Trial Terms and Conditions, and the remaining terms of the Agreement, these Free Trial Terms and Conditions will govern. Subject to these Free Trial Terms and Conditions, the Agreement remains in full force and effect.