



## Conga Training Terms and Conditions

These Conga Training Terms and Conditions (“**Training Terms**”), including any applicable addenda, annexes, exhibits, or other similar agreements, constitute a legal agreement between you, your employer, or other entity on whose behalf you enter into these Training Terms (the “**Company**” or “**Customer**”), and Conga Corporation (“**Conga**”). These Training Terms apply only to the extent that Company and Conga execute an Order Form for the provision of Training Services to be provided by Conga to Customer.

These Training Terms apply in addition to the Master Services Agreement, or similar subscription agreement, (whether formed by separately executed agreement or by acceptance of the Master Services Agreement located at <https://legal.conga.com/#master-services-agreement>) in place between Conga Corporation (“**Conga**”) and Company (“**Agreement**”). For Company Training Services and the Conga Learning Center, in the event of any conflict between these Training Terms and the Agreement, these Training Terms shall prevail to the extent of any inconsistency. If Customer purchases Conga Learning Pass, any conflict between these Training terms and the Agreement, the Agreement shall prevail to the extent of any inconsistency.

Conga may amend these Training Terms from time to time by posting an amended version on its website and sending Company notice thereof (an email to Company’s project sponsor or designated contact shall be deemed sufficient in this case). Such amendment will be deemed accepted and become effective thirty (30) days after such notice (the “**Proposed Amendment Date**”) unless Company first gives Conga written notice of rejection of the amendment. In the event of such rejection, these Training Terms will continue in the existing form, and the amendment will become effective upon Company’s next Order Form for Training Services following the Proposed Amendment Date. Customer’s continued use of the Training Services following the Proposed Amendment Date will confirm Customer’s consent thereto. These Training Terms may not be amended in any other way except through a written agreement by authorized representatives of each party.

YOU MUST READ AND AGREE TO THESE TRAINING TERMS PRIOR TO RECEIVING THE TRAINING SERVICES. BY SIGNING AN ASSOCIATED ORDER FORM, OR RECEIVING THE TRAINING SERVICES, YOU ARE AGREEING TO BE BOUND BY THESE TRAINING TERMS ON BEHALF OF COMPANY. IF YOU ARE ENTERING INTO AGREEMENT 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 COMPANY.

Whereas, Company wishes to have Conga provide certain Training Services pursuant to one or more Order Forms.,

Whereas, each type of Training Services, as identified on the applicable Order between Conga and Company or Customer, is identified below. For clarity, not all Training Services listed herein shall apply to Company or Customer.

- Company Training Services
- Conga Learning Center
- Conga Learning Pass

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### **1. Company Training Services Terms**

#### **A. Disclaimers**

1. Agreement to these Training Terms is a non-cancellable promise to complete all training within one (1) year of the Effective Date of the Order Form.
2. All the fees paid for Training Services pursuant to an Order Form are non-refundable.
3. Any unused Training Services ordered will expire at the one (1) year anniversary of the Effective Date of the Order Form. If any Training Service remains unused, the value of such unused training(s) may be applied to any additional educational training, project, or educational service within one (1) year of the Effective Date of the Order Form. Such changes must be documented via an amendment or Change Order.
4. If Company or Company’s participants reschedule trainings or educational services under the Order Form within ten (10) business days of a start date of any scheduled class, Conga may charge Company a rescheduling fee equal

- to fifty percent (50%) of the class list price for each participant and/or private class that is rescheduled.
5. Due to extenuating circumstances such as connection issues, instructor illness or other emergencies, Conga may reschedule a training class or scheduled on-site training at its sole discretion and without advance notice to Company.
  6. All Training Services, related materials, and information provided pursuant to the Order Form for Training Services are confidential and proprietary to Conga.
  7. All intellectual property rights are reserved, and Conga will own and retain ownership in all services and materials provided pursuant to the Order Form. For clarity, the Order Form grants Company and Company's participants no rights to copy, screen, reproduce, disclose, or distribute materials and/or information provided under the Order Form unless expressly permitted in writing under the Order Form.
  8. If the Training Services course includes a project, or any component of the course is not completed within the registered timeframe, a separate Order Form will be issued, fees may apply, or the certification will be considered incomplete.
  9. Private classes are a maximum of fifteen (15) participants, employees of contracted Company.
  10. It is the responsibility of Company to ensure all participants have completed any prerequisites and have downloaded, installed, and have all necessary access to products related to the course(s) prior to the start of the course(s). It is highly recommended that participants complete prerequisite tasks and training a minimum of 3-5 business days prior to the first day of training.
  11. For private training sessions with an on-site instructor whose work location is more than 30 travel minutes from the company training location, Company will reimburse Conga for travel time and other expenses incurred in the performance of Conga Training Services pursuant to the Global Customer Travel & Expense Policy located at: <https://legal.conga.com/#travel-expense-policy>.

#### **B. CONGA COURSE ASSUMPTIONS (“Assumptions”)**

1. Training consists of the Conga standard agenda.
2. Students will be provided a soft copy of training materials. Conga retains all rights to the training materials, including any modifications and enhancement of the materials.
3. Each student receives a training org for use during the training class and for limited continuing development, which will expire after twenty-one (21) days.
4. Some courses provide a path to product certification. To be Conga product certified, each person may be required to complete some or all of the following activities as defined by the certification exam in Conga Learning Center:
  - a. Complete prerequisite self-paced or instructor-led training, as required for the course or certification.
  - b. Configure, present, and obtain at least 80% achievement on the course project during the designated time of the course.
  - c. Obtain at least an 80% achievement on the certification exam. Two attempts are provided. Any additional attempts may require a re-purchase of the course.
  - d. Note: Certifications are NOT a requirement for Conga customers, it is optional.
5. Location: Unless specified as On-site in the Order, training is delivered as Virtual Instructor Led Training (VILT) via video conference. Access instructions will be sent after all signed paperwork and PO (if required) are received.

#### **C. Conga Admin-Level Certification Exam. Customer may purchase Conga Admin-Level Certification via an executed Order Form.**

1. Conga Admin-Level Certification Exam must be used after completion of all prerequisite training and project activities, as required for the specific certification.
2. Conga Admin-Level Certification Exam must be used to initiate exam completion prior to expiration of the Order Form and will expire upon Order Form expiration.



3. A Conga Admin-Level Certification Exam is to be used by one (1) person for up to two (2) attempts to pass the exam. If the certification exam has not been passed after two attempts, another Conga Admin-Level Certification Exam must be used to retake the certification exam.

## 2. Conga Learning Center Terms

1. Fees for Virtual Instructor Led Courses Purchased in the Conga Learning Center
  - A. Fees for Virtual Instructor Led Courses are due immediately during checkout.
  - B. Fees for Virtual Instructor Led Courses are non-refundable except in the event Conga cancels a Course, makes a material change to the Course contents, or reschedules an on-site Course.
  - C. Fees for Virtual Instructor Led Courses do not include any travel costs or living expenses and such expenses are the sole responsibility of Customer. Conga is not responsible for expenses incurred after Conga cancels, reschedules, or materially changes a Course.
2. Conga Admin-Level Certification Exam. Customer may purchase a Conga Admin-Level Certification Exam via a purchase within the Conga Learning Center.
  - A. Conga Admin-Level Certification Exam must be used after completion of all prerequisite training and project activities, as required for the specific certification.
  - B. A Conga Admin-Level Certification Exam is to be used for up to two (2) attempts to pass the exam. If the certification exam has not been passed after two attempts, another Conga Admin-Level Certification Exam must be used to retake the certification exam.
3. Product Certification. Requirements vary based on the product and training delivery modality. To be Conga product certified, each person may be required to complete some or all of the following activities as defined by the certification exam in Conga Learning Center:
  - A. Complete prerequisite self-paced or instructor-led training, as required for the course or certification.
  - B. Configure, present, and obtain at least 80% achievement on the course project during the designated time of the course.
  - C. Obtain at least an 80% achievement on the certification exam. Two attempts are provided. Any additional attempts may require a re-purchase of the course or certification exam.
  - D. Note: Certifications are NOT a requirement for Conga customers, it is optional.
4. Warranties and Limitation of Liability
  - A. THE COURSES ARE WARRANTY FREE AND ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY OR FITNESS ARE DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.
  - B. CONGA'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE COURSE AND CONGA SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUE, DATA, EXPENSES OR GOODWILL, REGARDLESS OF WHETHER CONGA WAS AWARE OF THE POSSIBILITY OF SUCH DAMAGES AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.
5. Intellectual Property Rights and Ownership
  - A. All intellectual property rights in the Conga Learning Center and any deliverables or derivatives thereto shall be owned exclusively by Conga. No rights or licenses in and to the Conga Learning

Center or any deliverables or derivatives thereto shall vest in any way with Customer. Customer may not use any part of the Conga Learning Center contents without explicit permission from Conga.

#### 6. Commencement, Term, and Termination

- A. The Agreement will commence on the Effective Date.
- B. In the event Conga reschedules an Instructor-Led Course, Conga will endeavor to provide at least 7 days' notice.
- C. The term of this Agreement shall terminate one year following the purchase of the Course.

#### 7. Confidentiality

- A. Each party shall keep confidential all Confidential Information and not use it except for the purpose of exercising or performing its rights and obligations under this Agreement. "Confidential Information" means certain information regarding the business, products, or services of a party and its suppliers, including technical, marketing, financial, employee, planning, and other confidential or proprietary information, including information that the receiving party knew or should have known, under the circumstances, was considered confidential or proprietary by the disclosing party.
- B. Each party may disclose Confidential Information to its employees, officers, professional representatives or advisers, sub-contractors and agents, provided that they (i) need to know it for the purpose of exercising or performing that party's rights and obligations under this Agreement; (ii) have been informed that the information being shared is Confidential Information; and (iii) agree to act in compliance with the confidentiality requirements of this Agreement.
- C. The provisions of Section shall not apply to information that (a) was already known to the party without restriction at the time of disclosure; (b) was disclosed to the receiving party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the receiving party has become, generally available to the public; or (d) was independently developed by the receiving party without access to, or use of, the other party's Confidential Information.
- D. The conditions of this Section shall remain in full force and effect for as long as a party has the other party's Confidential Information regardless of termination of this Agreement.

#### 8. General

- A. This Agreement shall be governed by Colorado law without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Courses shall be subject to the exclusive jurisdiction of the state and federal courts located in Broomfield, Colorado USA.
- B. Customer shall not assign or otherwise transfer this Agreement without Conga's prior written consent. Conga may assign or otherwise transfer this Agreement at any time.
- C. This Agreement is subject to Conga's Privacy Statement available at <https://conga.com/privacy> which may be updated from time to time at Conga's discretion and is incorporated into this Agreement as of the Effective Date.
- D. Neither party shall be liable to the other party for delay or failure to perform due to events or circumstances beyond a party's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Conga's employees), telecommunications or network failures or delays, service or computer failures involving services, hardware, or software not within Conga's possession or reasonable control, and acts of vandalism (including network intrusions and denial of service attacks).
- E. All notices, required or permitted under this Agreement must be delivered in writing by courier, email, or by certified or registered mail (postage prepaid and return receipt requested) to the other party. Notice hereunder will be effective (a) upon receipt or 3 days after being deposited in the mail as with



the postal authority of the receiving party's country, whichever occurs sooner, or (b) if delivered by email, upon receipt of the email. Any notice to Conga will be delivered to Conga Corporation, 13699 Via Varra, Broomfield, CO 80020, or [legal@conga.com](mailto:legal@conga.com).

- F. This Agreement does not create any rights in any third party.
- G. Any amendments or variations to this Agreement shall not be binding on the parties unless agreed in writing by the parties.

### **3. Conga Learning Pass Terms**

The Conga Learning Pass Terms incorporate all Conga Learning Center Terms. The following Conga Learning Pass Terms replace the corresponding Conga Learning Center Terms entirely.

1. Commencement, Term, and Termination for purchases outside the Conga Learning Pass subscription
  - A. The Agreement will commence on the Effective Date.
  - B. In the event Conga reschedules an Instructor-Led Course, Conga will endeavor to provide at least 7 days' notice.
  - C. The term of this Agreement shall terminate one year following the completion of the Course.