conga

Conga Master Subscription Agreement

PLEASE SCROLL DOWN AND READ CAREFULLY ALL THE CONGA MASTER SUBSCRIPTION AGREEMENT TERMS AND CONDITIONS CONTAINED HEREIN (THIS "**AGREEMENT**") BEFORE USING THE SOFTWARE DEFINED HEREIN AS THE "SERVICE".

BY DOING ANY OF THE FOLLOWING:

- CLICKING THE "I ACCEPT" BUTTON DISPLAYED AS PART OF THE INSTALLATION;
- DOWNLOADING OR USING THE SOFTWARE;
- SIGNING AN ORDER FORM REFERENCING THESE TERMS; OR
- PAYING AN INVOICE WITH THESE TERMS

 YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS GOVERNING YOUR USE OF THE SERVICES (DEFINED BELOW) OFFERED BY APPEXTREMES, LLC DBA CONGA ("**CONGA**") AND YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE POWER AND AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT, IN WHICH CASE THE TERM "**CUSTOMER**" SHALL REFER TO SUCH ENTITY OR INDIVIDUAL. IF CUSTOMER DOES NOT HAVE SUCH AUTHORITY, OR IF CUSTOMER DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, CUSTOMER MUST: SELECT THE "I DECLINE" BUTTON; NOT INSTALL THE SERVICE; AND NOT USE THE SERVICE. THIS AGREEMENT IS EFFECTIVE WHEN CUSTOMER CLICKS "I ACCEPT" OR CUSTOMER DOWNLOADS OR BEGINS USING THE SERVICE, WHICHEVER IS EARLIER, AND THEN WILL BECOME COTERMINOUS WITH THE SUBSCRIPTION PERIOD THEREAFTER ("**EFFECTIVE DATE**").

The Service

This Agreement governs Customer's use and Conga's delivery of the software solutions owned by Conga or an Affiliate of Conga and further detailed in Exhibits B (collectively the "**Service**"). Customer agrees that Customer's subscription to the Service is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Conga regarding future functionality or features.

1. **License Grant and Restrictions**

    1.1. <u>Subscription to the Service</u>. Subject to the terms of this Agreement, Conga hereby grants to Customer a non-sublicensable, non-transferable (except as provided in this Agreement), non-exclusive subscription license for Customer's use of the Service by the quantity of subscription Users (and/or up to the volume of Service Events or SMS Events) as specified in an associated Order Form or invoice, in accordance with the Documentation and solely for Customer's internal business purposes. User subscription licenses are for designated Users and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Service. Conga and its Affiliates reserve all rights not expressly granted to Customer in this Agreement. Customer may allow Customer's Affiliates to access and use the Service. Customer is solely liable and responsible for Customer's Affiliate access and use of the Service and compliance with this Agreement.

    1.2. <u>Additional Use</u>. If Customer wishes to add additional Users or increase the number of authorized Service Events or SMS Events ("**Additional Use**"), Customer should contact Conga and Conga will make the Service available for the Additional Use on the terms and conditions set forth in this Agreement. With respect to Additional Use: (i) the term of any additional Users' access to the Service will be coterminous with the preexisting subscription term and all other terms of this Agreement, and (ii) Customer will be responsible for any additional fees for any Additional Use exceeding the authorized number of Users, Service Events, or SMS Events.

    1.3. <u>Restrictions</u>. Customer shall not (i) license, sublicense, sell, resell, use as a service bureau, or otherwise use the Service for a third party's benefit unless authorized by Conga; (ii) transfer, assign (except as provide in this Agreement), distribute or otherwise commercially exploit the Service, Conga's System or Content; (iii) modify or make derivative works based upon the Service or the Content; (iv) create Internet "links" to the Service or "frame" or "mirror" any Content on any other server or wireless or Internet-based device; (v) reverse engineer or decompile the Service or Conga System; (vi) interfere with or make use of the Service in any manner not consistent with the Documentation; (vii) upload Customer Data or Customer Templates to the Service that contain any Malicious Code or programming routines, macros, or other elements that may damage, surreptitiously intercept or expropriate any system, data, or personal information; or (viii) access the Service for purposes of monitoring its availability, penetration or security testing, or any benchmarking or competitive purposes.

    1.4. <u>Customer Responsibilities</u>. Customer shall: (i) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and will notify Conga promptly of any unauthorized use of any password or account; (ii) report to Conga promptly and use reasonable efforts to stop any unauthorized copying or distribution of Content that

is known or suspected by Customer or Customer's Users; and (iii) not impersonate another Service user or provide false identity information to gain access to or use the Service.

2. **Compliance with Laws**

2.1. Customer is responsible for all activity occurring under Customer's User accounts and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with Customer's use of the Service, including those related to data privacy, international communications, and the transmission of technical or personal data.

2.2. Conga shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with providing the Service and Professional Services, including those related to data privacy, international communications, and the transmission of technical or personal data (e.g. GDPR, CCPA, Australian Privacy Act, etc.).

3. **Security, Customer Data, Support and Service Levels**

3.1. Conga will provide the Support Services and Service levels described in Exhibit A. Exhibits B apply only to the Services identified in the respective exhibit and only apply to Customer when purchased by Customer and identified in an Order Form or invoice. Conga will make improvements to the Service and make Version Releases and Updates to the Service as deemed appropriate by Conga.

3.2. Conga has implemented and will maintain Appropriate Security Measures based upon industry best practices and feedback from third-party audits. Audit reviews and summary results and any recommended action items will be made available upon written request by Customer. Appropriate Security Measures include Conga's current security information and procedures which are available at https://conga.com/security-data-sheets. Conga may, from time to time, update these security measures but will not materially reduce them during the term of the Agreement.

3.3. If applicable to Customer Data or Customer Templates submitted to the Service from Switzerland or the EU to the U.S., are within the scope of the annual Privacy Shield Program administered by the U.S. Department of Commerce. Conga's current self-certification is available at https://www.privacyshield.gov/list by searching for AppExtremes, LLC.

3.4. Conga Data Processing Addendum ("DPA") is available at https://conga.com/conga-dpa and is incorporated in the Agreement by reference when the General Data Protection Regulation ("GDPR") or California Consumer Privacy Act ("CCPA") applies to Customer's use of the Services.

3.5. Conga uses subprocessors for various functions and provisioning of the Service, more information is available here: https://conga.com/privacy/subprocessors. Customer's use of the Service, including any features or functions provided by the Service with subprocessors is governed solely by this Agreement unless terms are expressly agreed to between Customer and the subprocessor(s) related to this Agreement.

4. **Intellectual Property Ownership**

4.1. Conga. Conga and its Affiliates own all rights, title and interest, including all related Intellectual Property Rights, in and to the Conga System, the Content, and the Service, and any suggestions, ideas, enhancement requests, feedback, or recommendations provided by Customer relating to the Service. The Conga name, the Conga logo, and the product names and logos associated with the Service are trademarks of Conga or Conga Affiliates.

4.2. Customer. Customer retains all right, title, and interest in and to the Customer Data and Customer Templates. Customer grants to Conga the necessary licenses and rights to Customer Data and Customer Templates solely as necessary for Conga to provide the Service and Support Services to Customer. Conga will not use or access any Customer Data or Customer Templates except as necessary to provide the Service or Support Services. Conga may evaluate Customer's use of the Services which may include reviewing Customer Data and User Details for industry benchmarking, analytics, marketing, and other business purposes ("**Service Attributes**"). For the sake of clarity, Conga may only use these Service Attributes or anonymized metadata for internal purposes only to improve the Services. Conga may use and disclose the aggregated and anonymized Customer Data or User Details for the foregoing purposes, provided that they do not include any data that would reveal the identification of Customer, Customer Data, or any other Customer Confidential Information.

5. **Fees and Billing**

5.1. Fees. Fees for the Service are described in an associated Order Form or invoice. Upon renewal, Conga will not increase renewal fees more than 8% from the previous year's fees except in the event that the volume of subscription licenses or level of support (if applicable) decreases at renewal and a discount was provided, then Conga may recapture such discount in addition to the 10% maximum cap. All fees due are payable in U.S. Dollars unless otherwise stated on an Order Form. Conga's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Customer shall be responsible for payment of all such taxes, levies, or duties, excluding only United

States (federal or state) taxes based solely on Conga's income.

5.2. <u>Billing and Payment.</u> Conga issues invoices for the Service on or about the subscription start date for the Initial Term. Fees for the Service shall be paid annually in advance. For multi-year Service subscriptions, Conga will invoice to receive payment each year in advance, on the anniversary of the subscription start date each year. Unless otherwise stated on an Order Form or statement of work, fees for the Services and Professional Services are due within 30 days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information and notifying Conga of any changes to such information. All Service and Support Services (when applicable) payment obligations are non-cancelable, and all amounts paid are nonrefundable, except as expressly set forth in this Agreement. If Customer adds additional Users to the Service, allows use of the Service by more than the paid-for number of Users, or utilizes Service Events or SMS Events in excess of the allowance associated with Customer's subscription, Conga will invoice Customer for the additional applicable fees at the same rate for the current term.

6. Term

This Agreement commences on the Effective Date and will continue for an initial term of 1 year or the length specified in the initial Order Form ("**Initial Term**"). Upon the expiration of the Initial Term, this Agreement and the associated Order Forms will automatically extend for successive terms of 1 year, provided that either party may terminate this Agreement or reduce the number of Users, Service Events, SMS Events, or Support Services effective upon the expiration of the Initial Term or then-current term, by notifying the other party in writing at least 30 days prior to the expiration of the Initial Term or then-current term. In the case of free trials, notifications provided through the Service indicating the remaining number of days in the free trial shall constitute notice of termination, or the number of days stated on a trial Order Form shall constitute notice of termination.

7. Professional Services

From time to time, Customer may purchase professional services from Conga relating to installation, training, implementation, or configuration of the Service ("**Professional Services**"). Professional Services performed by Conga, and the applicable fees for such Professional Services, shall be governed by a statement of work or an Order Form which identifies Professional Services, under the terms of this Agreement.

7.1. <u>Scheduling Services and Invoicing</u>. Customer and Conga shall cooperate to promptly schedule the Professional Services. In the event Customer requests changes to, or cancels the agreed-upon schedules, Customer may be charged a rescheduling fee equal to 5% percent of the applicable fees specified in the statement of work. Customer will be invoiced for Professional Services provided in the performance of a statement of work. Conga invoices monthly for Professional Services.

7.2. <u>Travel Expenses</u>. If travel is required for Customer's Professional Services, Customer agrees to pay reasonable and pre-approved travel expenses associated with all Professional Services. Such travel expenses will be reimbursed to Conga by Customer as follows:

7.2.1. Meals shall be reimbursed at the actual cost. Meals may be invoiced for each day Professional Services are provided in the performance of a statement of work. Conga will provide Customer a copy of receipts substantiating meal expenses.

7.2.2. Hotel Expenses shall be reimbursed at the actual cost. Conga will use Customer's recommended hotels and preferred rates if provided by Customer. Conga will provide Customer a copy of receipts substantiating hotel expenses.

7.2.3. Air travel expenses shall be reimbursed at actual cost including standard baggage fees. Conga will book economy, non-refundable, advance, non-stop fares when available. Air travel will be booked by Conga only upon Customer's written confirmation of the schedule. In the event Customer request changes to the schedule after providing confirmation, Customer will be responsible for reimbursing the air fare and any additional fare difference or change fees incurred by Conga. Conga will provide Customer a copy of receipts substantiating air travel expenses.

7.2.4. Rental car expenses shall be reimbursed at actual cost of the rental including fuel consumed. Conga will reserve standard 4 door class vehicles. Conga will provide Customer a copy of receipts substantiating rental car expenses.

7.2.5. Public transportation, including taxi, subway, ride-share, and rail shall be reimbursed at actual costs. Conga will provide Customer a copy of receipts substantiating public transportation costs provided such costs exceed $10 dollars per occurrence.

7.3. <u>Work Product</u>. Conga shall hold all rights, title, and interest, including but not limited to patents, letter patent, patent applications, copyrights registrations, trade secrets, and/or similar protection, in and to all documents, drawings, manuals, notebooks, reports, sketches, records, computer programs, software code, and the like ("**Work Product**")

provided or created during the performance of Professional Services. Work Product shall not include Customer Data or Customer Templates.

7.4. License. Conga agrees to grant to Customer a perpetual, worldwide, nonexclusive, non-sublicensable, nontransferable, non-assignable (except as provided in this Agreement), fully paid up, limited, license to use the Work Product with the Service. Unless otherwise expressly provided in any applicable statement of work, Customer is granted no title or rights of ownership in the Work Product.

7.5. Professional Services Warranty. Conga warrants that the Professional Services delivered will substantially conform to the deliverables specified in the applicable statement of work and that all Professional Services will be performed in a workman like manner consistent with industry standards for similar work. If Professional Services do not substantially conform to the deliverables, Customer shall notify Conga of such non-conformance in writing, within 10 days from completion of Professional Service, and Conga shall promptly repair the non-conforming deliverables. THE EXPRESS WARRANTIES FOR PROFESSIONAL SERVICES SPECIFIED IN THIS SECTION ARE EXCLUSIVE AND TAKE THE PLACE OF AND SUPERSEDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. Suspension and Termination

If Customer is in breach of this Agreement due to non-payment, Conga may suspend Customer's access to, and use of the Service until Customer has cured the breach. Conga will provide at least 15 days' notice prior to any such suspension due to non-payment. Additionally, either party may terminate this Agreement upon written notice if the other party materially breaches the Agreement and does not cure such breach within 30 days after written notice of such breach. Upon the expiration or termination of this Agreement for any reason: (a) any amounts owed to Conga by Customer under this Agreement before such termination will become immediately due and payable in accordance with Section 5 except where this Agreement is terminated by Customer in accordance with this paragraph due to Conga's uncured breach then Conga will refund Customer prepaid fees prorated from the effective date of termination, (b) Conga will terminate Customer's access to or use of the Service, and (c) where applicable, Conga will return Customer Data to Customer in accordance with Exhibits B. The rights and duties of the parties under Sections 4, 5, 7, 12, 13, and 17 will survive the termination or expiration of this Agreement. In no event will termination relieve Customer of Customer's obligation to pay any fees payable to Conga for the period prior to the effective date of termination.

9. Representations and Warranties

9.1. Mutual Warranty. Each party represents and warrants that it has the legal power and authority to enter into this Agreement.

9.2. Data Warranty. Customer represents and warrants that Customer owns or has obtained all rights, consents, permissions, or licenses necessary to allow the Service's access to, or possession, manipulation, processing, or use of the Customer Data and Customer Templates.

9.3. Service Warranty. Conga represents and warrants that the Service will perform in all material aspects with the Product Specifications and that it owns or otherwise has sufficient rights to the Services to perform its obligations herein.

10. Disclaimer of Warranties

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, CONGA AND ITS AFFILIATES MAKE NO WARRANTY OF ANY KIND RELATED TO THE SERVICE AND ALL CONTENT IS PROVIDED TO CUSTOMER STRICTLY ON AN "AS IS, AS-AVAILABLE" BASIS. ALL OTHER IMPLIED OR STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

11. Mutual Indemnification

11.1. Customer's Indemnity. Subject to this Agreement, Customer will (i) defend, or at its option settle, any claim made or brought against Conga by a third party alleging that (I) Customer Data, Customer's or a third party's technology, software, materials, data or business processes; (II) a combination of the Services with non-Conga products or services; or (III) Customer's use of the Services, other than as authorized in this Agreement, violates applicable law or regulations or infringes the intellectual property rights of, or has otherwise harmed, a third party; and (ii) pay (a) any final judgment or award directly resulting from such claim, or (b) or those damages agreed to in a monetary settlement of such claim. THIS SECTION SETS FORTH THE ENTIRE OBLIGATION OF CUSTOMER AND CONGA'S EXCLUSIVE REMEDY AGAINST CUSTOMER FOR ANY CLAIM UNDER THIS SECTION.

11.2. Conga's Indemnity. If any action is instituted by a third party against Customer arising out of, or in connection with a claim that the Service or Professional Services, as provided, infringes a copyright, registered patent or trademark,

then Conga shall indemnify and hold Customer, Customer's Affiliates and each such party's parent organizations, subsidiaries, officers, directors, employees, and agents harmless from and against any and all costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of, or in connection with a claim and will defend such action at its own expense on behalf of Customer and will pay all damages attributable to such claim which are finally awarded against Customer or paid in settlement of such claim. Conga will, at its option and expense, and in addition to indemnifying Customer as set forth in this section: (a) procure for Customer the right to continue using the Service; (b) replace or modify the Service so that it is no longer infringing but continues to provide comparable functionality; or (c) terminate this Agreement and Customer's access to the Service and refund any amounts previously paid for the Service attributable to the remainder of the then-current term of this Agreement. Conga will have no liability to Customer for any infringement action that arises out of a breach of the terms and conditions of this Agreement by Customer or of the use of the Service (i) after it has been modified by Customer or a third party without Conga's prior written consent, or (ii) in combination with any other service, equipment, software or process not provided by or authorized by Conga where the combination is the basis for the infringing activity. THIS SECTION SETS FORTH THE ENTIRE OBLIGATION OF CONGA AND CUSTOMER'S EXCLUSIVE REMEDY AGAINST CONGA OR ANY OF ITS SUPPLIERS FOR ANY INFRINGEMENT CLAIM.

11.3. Procedure. A party seeking indemnification under this Section 11 will (a) give written notice of the claim promptly to the other party; (b) give the other party sole control of the defense and settlement of the claim; and (c) provide to the other party all available information and assistance.

12. **Insurance and Limitations of Liability**

12.1. During the term of the Agreement, Conga will, at its cost, maintain (a) industry standard insurance coverages, including, without limitation general commercial liability, worker's compensation, technology errors and omissions/network information security, and automobile policies, and (b) and any other insurance required by law in any state or country where Conga provides Services, Support Services, or Professional Services under this Agreement. All policies will be written by reputable national insurance carriers.

12.2. EXCEPT FOR A PARTY'S (A) INDEMNIFICATION OBLIGATIONS IN SECTION 11; OR (B) GROSS NEGLIGENCE OR WILLFUL MISCONDUCT RESULTING IN DEATH OR PERSONAL INJURY, NEITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE TWELVE MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

12.3. IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER SPECIAL DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF REVENUE, PROFITS, DATA, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE OR THIS AGREEMENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.4. **TRIAL PERIOD LIMITATION OF LIABILITY. THIS SECTION 12.4 SUPERSEDES ANY OTHER INDEMNIFICATION, LIMITATION OF LIABILITY, SECTION 12.2, AND 12.3 FOR CUSTOMER IF THESE TERMS ARE AGREED UPON FOR A FREE TRIAL. THIS SECTION DOES NOT APPLY TO PAID SUBSCRIPTIONS AND SHALL NOT APPLY ONCE A FREE TRIAL BECOMES A PAID SUBSCRIPTION. IN NO EVENT SHALL CONGA BE LIABLE TO CUSTOMER 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 THIS AGREEMENT, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, EVEN IF CONGA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CONGA'S TOTAL LIABILITY TO CUSTOMER UNDER THIS AGREEMENT FOR ALL DAMAGES EXCEED THE AMOUNT OF $1,000.**

12.5. THE LIMITATIONS IN THIS SECTION 12 WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. HOWEVER, THE LIMITATIONS IN THIS SECTION 12 WILL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER SECTION 5.

13. **Confidentiality**

13.1. Confidential Information. Each party (the "**Disclosing Party**") may from time to time disclose to the other party (the "**Receiving Party**") certain information regarding the business, products, or services of the Disclosing Party and its suppliers, including technical, marketing, financial, employee, planning, Customer Data, Customer Templates, User Details, 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 ("**Confidential Information**").

13.2. <u>Protection of Confidential Information.</u> The Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose other than exercising its rights or exercising its obligations under this Agreement, and will disclose the Confidential Information of the Disclosing Party only to the employees or contractors of the Receiving Party who have a need to know such Confidential Information for purposes of the Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty under this Section 13.2. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. In the case of Conga, including maintaining Appropriate Security Measures.

13.3. <u>Exceptions</u>. The Receiving Party's obligations under Section 13.2 with respect to any Confidential Information of the Disclosing Party will not apply if such information: (a) was already known to the Receiving Party without restriction at the time of disclosure by the Disclosing Party; (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 Disclosing Party's Confidential Information. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is (i) approved in writing by the Disclosing Party; (ii) necessary for the Receiving Party to enforce its rights under the Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court of similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's request and expense, in any lawful action to contest or limit the scope of such required disclosure. Disclosure pursuant to Section 13.3(iii) shall not render Confidential Information as non-confidential or remove such Confidential Information from the obligations of the confidentiality obligations set forth in this Section 13.

13.4. <u>Return of Confidential Information.</u> The Receiving Party will return to the Disclosing Party or use reasonable efforts to destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control promptly upon the written request of the Disclosing Party upon the expiration or termination of the Agreement. The Receiving Party will certify in writing signed by an officer of the Receiving Party that it has fully complied with its obligations under this Section 13.4. When applicable, return of Customer Data is governed exclusively by the applicable Exhibit B for each Service. Notwithstanding the foregoing, the Receiving Party may retain a limited number of electronic backup copies of Confidential Information as are automatically created and retained by the Receiving Party's standard backup processes and systems. The Receiving Party shall comply with its obligations under this Agreement with regard to such copies and shall destroy them in accordance with Receiving Party's normal destruction processes.

14. Assignment and Change in Control

This Agreement may not be assigned by either party without the prior written approval of the other party, (such approval not to be unreasonably withheld) except in connection with (i) a merger, consolidation, or similar transaction involving (directly or indirectly) a party, (ii) a sale or other disposition of all or substantially all of the assets of a party, or (iii) any other form of combination or reorganization involving (directly or indirectly) such party. Any purported assignment in violation of this section shall be null and void and have no effect.

15. Subscription Through Third party

Conga authorizes certain third parties to resell Conga Services ("Resellers"). Customer's use of the Service purchased through a Reseller is governed solely and exclusively by this Agreement except for subscription term, payment, fees, and delivery terms that are contracted directly between Customer and Reseller. By purchasing through a Reseller, Customer expressly agree to abide by this Agreement, as may be updated from time to time, except where Reseller is authorized by Conga to contract for use of the Service.

16. Export and Anti-Corruption

The Services, Content, other technology Conga makes available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Customer shall not permit Users to access or use any Service or Content in a U.S.-embargoed country or in violation of any U.S. export law or regulation. Customer has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Conga's employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Customer learns of any violation of the above restriction, Customer will use reasonable efforts to promptly notify Conga's legal department at legal@conga.com.

17. General

For Customers incorporated or using the Service anywhere except Europe, Australia or Asia Pacific region, this Agreement shall be governed by Delaware 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 Service shall be subject to the exclusive jurisdiction of the state and federal courts located in Delaware USA. For Customers incorporated or using the Service in Europe, this Agreement shall be governed by the laws of England and Wales 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 Service shall be subject to the exclusive jurisdiction of the courts of England and Wales. For Customers incorporated or using the Service in Australia or Asia Pacific region, this Agreement shall be governed by the laws of Australia 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 Service shall be subject to the exclusive jurisdiction of the courts of Australia. In the event of a conflict between the terms in the main body of this Agreement and the terms in any Order Form or statement of work, the Order Form then the statement of work will prevail and control. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. The parties are independent contractors and this Agreement does not create any joint venture, partnership, employment, or agency relationship between Customer and Conga. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of that or any future right or provision unless acknowledged and agreed to by the other party in writing. This Agreement, together with any associated Order Forms or invoices, comprises the entire agreement between Customer and Conga and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein, including any previously executed electronic or URL version of a Conga subscription agreement, commonly known as a clickthrough or end user license agreement. **THE PARTIES ACKNOWLEDGE AND AGREE THAT ANY TERMS OR CONDITIONS ISSUED IN A PURCHASE ORDER OR OTHER FORM TO CONGA SHALL HAVE NO FORCE OR EFFECT AND THOSE TERMS ARE FOR PAYMENT PROCESSING PURPOSES ONLY AND ARE EXPRESSLY REJECTED BY BOTH PARTIES RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT.** 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 AppExtremes, LLC dba Conga, P.O. Box 7839, Broomfield, Colorado 80021 or legal@conga.com. Any delay in or failure of performance by either party under this Agreement will not be considered a breach of this Agreement and will be excused to the extent caused by any Force Majeure. This Agreement may be signed by facsimile or electronic signature, and/or in counterparts, each of which will constitute an original, but all of which together will constitute the same instrument. Customer acknowledges and agrees that Conga may, from time to time, rebrand or rename the Services including, but not limited to, domain names, software titles, User subscription classifications and website names. Any such rebranding or renaming shall not affect the Services functionality or level of subscriptions in an Order Form or invoice. With approval of Customer, Conga may issue a press release regarding the relationship between Customer and Conga, refer to Customer in marketing initiatives, and use Customer's logos for such purposes. As Conga may request from time to time, Customer shall participate in Conga's reference program and shall work with Conga's representatives, at Conga's cost and expense, on a use case overview and video or written testimonial, with content subject to review and approval by Customer.

18. Definitions

As used in this Agreement the following terms have these meanings:

"**Affiliate**" means any entity (now existing or hereafter formed or acquired), which, directly or through one or more intermediaries, controls, is controlled by, or is under common control with, another entity. Ownership of fifty percent (50%) or more of the voting stock, membership interests, partnership interests, or other equity of an entity shall be deemed to be in control over such entity.

"**Appropriate Security Measures**" means commercially reasonable technical, physical, and procedural controls to (i) protect Customer Data, Customer Templates, and User Details against destruction, loss, alteration, unauthorized disclosure to third parties, and unauthorized access by employees or contractors employed by Conga, and (ii) prevent the introduction of Malicious Code into the Services and Content.

"**Conga System**" means the hardware, software, network equipment, and other technology used by Conga to deliver the Service, and any other of Conga's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to Customer by Conga in providing the Service.

"**Content**" means the visual information, documents, software, products and services contained or made available to Customer in the course of using the Services, other than the Service itself, Customer Data, User Details, and Customer Templates.

"**Customer Data**" means any information (including without limitation personally identifiable information) provided, made available, or submitted by Customer to the Service or retrieved by the Service from another source as directed by Customer other than User Details and Customer Templates.

"**Customer Template**" means, with regard to the Conga Composer services (including Conga Trigger/Batch automation and when used as a shared service with another Service), a Customer-created template uploaded to the Salesforce.com Service by Customer and intended for use with the Service.

"**Documentation**" means Conga's published documentation, knowledge base articles and other content, and technotes that are generally made available by Conga to all customers, including without limitation the materials located at https://support.conga.com.

"**Force Majeure**" means 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).

"**Intellectual Property Rights**" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world.

"**Malicious Code**" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

"**Order Form**" means a Conga order form signed by authorized representatives of each party describing the Services purchased, associated fees, and other terms agreed to by the parties.

"**Product Specifications**" means the published description of the Service tier 1 functionality available at https://conga.com/product-specifications.

"**Salesforce.com Service**" means the service provided by salesforce.com to which Customer must be a subscriber in order to obtain the Service.

"**Service Event**" means (i) the execution of a single Conga Composer URL triggered via link or button click, Conga Trigger, Conga Batch, or any programmatic means such as API or similar methods; (ii) the generation of any letter, label, or envelope output file or (iii) the scheduled execution of an individual Conga Batch, regardless of whether any output file is distributed (e.g. preview).

"**Service Schedule**" means an applicable Conga service schedule containing terms and conditions specific to a particular Service. Service Schedules are attached in Exhibits B.

"**SMS Event**" means SMS (cellular text) sent from the Conga Sign Service for identity authentication based on Customer's configuration and whether the SMS is delivered or read.

"**Update**" means all bug fixes, patches, and maintenance releases.

"**User(s)**" means Customer's named employees, representatives, consultants, contractors, partners, or agents who are authorized to use the Service by Customer through the Salesforce LMA (License Management Application) or the user management facility of the Services.

"**User Details**" means basic information collected by Conga about Customer's Users authorized by Customer to use the Service, which is used for subscription management, activity logging, communications to Users by Conga, and technical support purposes.

"**Version Release**" means a subsequent release of the Service. Version Releases may include, but not be limited to, correction of a malfunction in the Service that degrades the use of the Service, major changes to existing functionality, features, or options. Version Releases shall not include any release, option or future services which Conga makes available as a separately named, priced, or licensed software module or features relating to or unrelated to a Service.

<u>**Exhibit A**</u>
Conga Service Level Agreement

This Service Level Agreement ("SLA") details Conga's commitments in relation to: Service availability and performance, Support Services, and problem resolution.

1.   Definitions
"**Business Hours**" shall mean, except for recognized national holidays in the region:
    Americas: 7 a.m. to 6 p.m., Mountain Time, Monday through Friday.
    EMEA: 7 a.m. to 6 p.m., Monday through Friday time in London, United Kingdom.
    APAC: 7 a.m. to 6 p.m. Monday through Friday time in Sydney, Australia.

"**Excluded Downtime**" means any time the Service is not available because of a Force Majeure or Planned Downtime.

"**Planned Downtime**" means any period of time during which the Service is unavailable due to Conga's planned maintenance and support of the Service or Conga System. Planned Downtime shall not exceed 5 hours per month. Conga will endeavor to give at least 24 hours' notice before Planned Downtime except for urgent circumstances (e.g., a system failure or security threat). Planned Downtime occurs from 10:00 p.m. Friday through 1:00 p.m. Sunday, Mountain Time.

"**Support Services**" means technical support assistance provided by Conga personnel to Customer's designated administrators for problem resolution, bug reporting, and technical assistance, which, in each case, is as classified in Section 4, below.

"**Service Level Incident**" means a reproducible non-conformity in the Service causing the Service to not operate in substantial conformance with the Product Specifications.

"**Total Minutes**" means the total number of minutes in the calendar month at issue.

"**Unplanned Downtime**" means any time (i) the Service is not available because of an event or circumstance other than Planned Downtime and (ii) the amount of time required by Conga to resolve or provide a work-around for the failure of any documented feature required to complete a primary function of the Service in accordance with the Product Specifications.

2.   Service Availability and Performance
The Service availability "Uptime" will generally be equal to or greater than 99.7% in each calendar month and the Service will perform in substantial conformance with the Product Specifications ("Service Level"), except for Excluded Downtime, where "Uptime" = (Total Minutes – Unplanned Downtime – Excluded Downtime) / (Total Minutes – Excluded Downtime) x 100.

3.   Support Services
If Customer has paid Conga all applicable fees due for the Service, Conga will provide Support Services to Customer's administrator(s) during Business Hours in the English language. To receive Support Services, Customer may submit a case at https://support.conga.com/submitcaseform, telephone one of the Conga offices, or use Live Chat as listed on the Conga website support page during the specified Business Hours for that office. Basic Support Services will be based on this Exhibit A unless paid support is stated in an associated Order Form or invoice for the current subscription term. Paid support plan descriptions are available here https://conga.com/5-star-support and will be incorporated into this Agreement by referenced when applicable. If Customer contacts Conga outside of the Business Hours for Customer's region then Conga may provide support from another region. Business Hours for Customer are determined by Customer's headquarters address provided by Customer to Conga. If 24/7 or 24/5 support is available to Customer, it will be provided only through the telephone numbers below if outside of Business Hours. Telephone support numbers are used to submit cases on Customer's behalf and Support Services are provided via a returned call from Conga's support team. Basic support is limited to a total of 2 hours of live Support Services (chat or telephone) for the subscription term.

Telephone Support Numbers:

Americas: 866-502-3334
EMEA: 44 (0) 203-608-0165
APAC: 61-2-8417-2399

4. **Problem Response and Resolution.** Conga will address Service Level Incidents and other non-Service Level Incident support requests in accordance with the schedule below. If applicable, response times in the table below will be adjusted to match the paid support plan purchased.

Problem Severity Level	Response Time	Resolution Time
Level 1: The Service is not available for use, including the failure of any documented feature that is listed as a Tier 1 function in the Product Specifications.	The Conga support team will respond within 4 Business Hours. The Conga technical team will commence efforts to address Level 1 problems within 1 hour after Customer's report of such problem is received by Conga or Conga's detection of such problem, whichever is earlier.	Conga will use commercially reasonable efforts, 24 hours per day, 7 days per week, to resolve or provide Customer with an acceptable work-around for the applicable Level 1 problem. Conga will keep Customer updated regularly on the progress of the resolution.
Level 2: A documented feature is not available but does not prevent the use of a Tier 1 function in the Product Specifications.	The Conga support team will respond within 8 Business Hours. The Conga technical team will commence efforts to address Level 2 problems within 8 Business Hours after Customer's report of such problem during Business Hours or Conga's detection of such problem, whichever is earlier.	Conga will use commercially reasonable efforts, during normal Business Hours, to resolve or provide Customer with an acceptable solution for the Level 2 problem within 5 business days after Customer's report of such problem or Conga's detection of such problem, whichever is earlier.
Level 3: A documented feature is impaired but does not prevent the use of a Tier 1 function in the Product Specifications.	The Conga support team will respond within 16 Business Hours. The Conga technical team will commence efforts to address Level 3 problems within 3 business days after Customer's report of such problem during Business Hours or Conga's detection of such problem, whichever is earlier.	Conga will use commercially reasonable efforts, during normal Business Hours, to resolve or provide Customer with an acceptable solution for the Level 3 problem within 60 calendar days after Customer's report of such problem or Conga's detection of such problem, whichever is earlier.
Level 4: A level 4 issue is a general usage question or issue that may be cosmetic in nature or documentation related. Conga software works without any functional limitation.	The Conga support team will respond within 16 Business Hours.	
Enhancement Request (ER): An enhancement request is a request for future product enhancement or modification to add official support and documentation for unsupported, undocumented, or features that do not exist in the Conga software.	The Conga support team will respond within 16 Business Hours. Response is limited to a Support representative triaging the request to provide feedback about possible workarounds and confirmation the enhancement request has been created.	Conga will take ERs into consideration in the product management process, but has no obligation to deliver enhancements based on any ER.

Customer acknowledges that the Service is dependent on Customer's implementation and configuration of the Service and the availability and performance of technology from third-party software and hardware vendors including but not limited to salesforce.com, Salesforce AppExchange products and custom applications, Microsoft, Google, and the providers of Internet browsers. Conga has no control over, and is not liable for, performance issues or downtime of the Service to the extent caused by such factors.

Encryption Gateways and associated third party technology that require any re-direction of Conga-to-Salesforce connections are not eligible for Support Services. Customer may utilize such encryption solutions solely at Customer's own risk.

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Exhibit B-1

In this Service Schedule, the term **"Service"** when by itself, applies to all of the following software licensed by Conga: Composer, Trigger, Batch, Conga Contracts for Salesforce, and Mix Forms. If Customer is licensing or using subscriptions to any of the aforementioned Services, then the terms of this Service Schedule apply. When "Service" is used with a specific product then that clause only applies to that product (e.g. Conga Composer Service).

1. **Conga Service Overview**

    A. The Service is a hosted set of software solutions that generate and manage custom documents, presentations, contracts, and reports using data and template files stored in Customer's Salesforce.com Service instance, using Services implemented by Customer and executed by Customer's authorized Salesforce.com Service users.
    B. All access and interactions between Customer's Salesforce.com Service users, the Service, and Customer's Salesforce.com Service account are managed exclusively by Customer through Customer's Salesforce.com Service administration and security settings.
    C. The Service is hosted in the continental United States, Europe, or Australia based on Customer's Saleforce.com Service location or the region the Service is set to use, and mirrored across multiple, geographically dispersed data centers for fault tolerance and business continuity purposes within the designated region.
    D. The Order Form for the Service will identify the User types and/or edition of the Service applicable to Customer's subscriptions. Customer may license the Service on a per User basis with unlimited Conga Composer Service Events as identified on an Order Form. Any automated use requires the purchase of Conga Composer on a transaction basis.
    E. This Service Schedule applies to the Conga Contracts for Salesforce Service that is on-platform within salesforce.com. The Conga Contracts service that is hosted off the salesforce.com platform is governed by Exhibit B-4.
    F. Mix Forms requires an account with third-party provider Quik!. Mix Forms takes existing forms within Customer's Salesforce.com Service (e.g. a PDF form) and makes it interactive, fillable, secure and signable within a web browser by converting the form to HTML, all while retaining the look and feel of the original form. Mix Forms is hosted in the continental United States.
    G. "**Conga Composer Advanced Features**" may include, but are not limited to, URL access to Conga Composer Service generated documents, SMS features, analytics for Conga Composer Service generated documents, and advanced Customer Templates used with the Conga Composer Service.
    H. SMS Events do not apply to the Services.
    I. Conga Trigger was formerly known as Conga Workflow and Conga Batch was formerly known as Conga Conductor.

2. **Customer Data and Customer Templates**
    A. Processing of Customer Data. Customer acknowledges and agrees that with each use of the Service initiated by Customer's Salesforce.com Service authenticated users, the Service will access Customer's Salesforce.com Service account to retrieve, manipulate, process, and modify Customer Data based on Customer's configuration of the Service and Customer expressly consents to such access solely as is necessary to provide the Service. If the Service cannot for any reason outside of Conga's control, access Customer's Salesforce.com Service account, Conga will be excused from any nonperformance of the Service. Customer acknowledges that to provide the Service, Customer Data leaves the salesforce.com system. Salesforce.com is not responsible for Customer Data when it is outside of the salesforce.com system.

    B. Storage of Customer Data and Customer Templates. Subject to the remainder of this Section, Conga Composer, Trigger, Batch, and Contracts for Salesforce do not store Customer Data.

        i. Customer's use of Conga Composer Advanced Features may require the storage of Customer Data and Customer Templates including when used as part of the shared services with the Conga Contracts for Salesforce Service.
        ii. If Customer does not use Conga Composer Advance Features, the Conga Composer Service does not store Customer Data or Customer Templates beyond as described further in this Section.
        iii. Customer Templates are maintained by Conga temporarily for up to 24 hours without Customer Data when used with Conga Composer.
        iv. When Customer Data is merged into Customer Templates using Conga Contracts for Salesforce, both Customer Data and Customer Templates are maintained by Conga temporarily for up to 24 hours.

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Exhibit B-2

In this Service Schedule, the term **"Service"** when by itself, applies only to the following software licensed by Conga: Conga Grid and Conga Orchestrate. If Customer is licensing or using subscriptions to Conga Grid or Conga Orchestrate, then the terms of this Service Schedule apply. When "Service" is used with a specific product then that clause only applies to that product (e.g. Conga Grid Service).

1. **Conga Grid and Conga Orchestrate Service Overview**

   A. All access and interactions between Customer's Salesforce.com Service users, the Service and Customer's Salesforce.com Service account are managed exclusively by Customer through Customer's Salesforce.com Service administration and security settings.
   B. The Conga Grid Service offered by Conga is a software solution that presents, edits, and manipulates Customer's data in Customer's Salesforce.com Service instance in a more rich, meaningful, easy to use manner.
   C. The Conga Grid Service does not store any Customer Data.
   D. The Conga Orchestrate Service is a software solution that creates and modifies simple or complex processes while visualizing the flow of steps and to whom they are assigned.
   E. The Conga Orchestrate Service does not store any Customer Data.
   F. The Conga Orchestrate Service has an automatic setup feature which operates outside of salesforce.com and is hosted within Microsoft Azure or AWS. Automatic setup is not required to use the Conga Orchestrate Service and does not process Customer Data.
   G. Conga Grid was formerly known as ActionGrid and Conga Orchestrate was formerly known as ProcessComposer.
   H. Conga does not host or operate the Service, rather the Service is provided by Conga as software installed within Customer's Salesforce.com Service instance.
   I. The concept of Service Events and SMS Events do not apply to the Service.

2. **Customer's Responsibilities**
Customer is responsible for disabling or enabling Service features using the Service's settings page that grants and/or removes features and functionality either globally, per Salesforce Security Profile, or even per User. Customer is responsible for managing the Users within the Salesforce Security Profiles. Customer is responsible for understanding the Service's features that are granted or disabled either globally or on a per Security Profile basis.

3. **Customer Data**
The Service does not store Customer Data. Customer acknowledges that when Customer uses the Service, Customer can make permanent changes and edits to Customer's data in Customer's Salesforce.com Service instance, including mass updates and mass deletions, just as Customer can do directly through Customer's Salesforce.com Service. Customer is solely liable and responsible for the results and outcomes of Customer's use of the Service.

Exhibit B-3

In this Service Schedule, the term **"Service"** when by itself, applies only to the following software licensed by Conga: Conga Sign for Salesforce, Conga Sign for Conga Contracts, and Conga Sign for Conga Collaborate. If Customer is licensing or using subscriptions to Conga Sign for Salesforce, Conga Sign for Conga Collaborate, or Conga Sign for Conga Contracts, then the terms of this Service Schedule apply. When "Service" is used with a specific product then that clause only applies to that product (e.g. Conga Sign for Salesforce Service).

"**Conga Sign Transaction**" means the sending of a single document or set of documents at one time from the Service for Electronic Signature to one or multiple parties in a single action regardless of whether all, part, or none of the parties sign the document.

"Electronic Signature" means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.

"Transaction Data" information collected and stored by Conga that details the circumstances surrounding the Electronic Signature transaction such as date and time, and unique identifying information of the signatories (email address, IP address, SMS number, etc.).

"Other Signing Parties" businesses or consumers who participate in an Electronic Signature transaction but are not the direct customer of Conga for that transaction.

1. Conga provides the Service that processes Electronic Signatures. Conga is not a party to any contract and cannot validate the efficacy, legality, or contents of any document processed through the Service.

2. Customer may license the Service on a per User basis with unlimited Conga Sign Transactions or on a per Conga Sign Transaction basis as identified on an Order Form. Conga Sign licenses include unlimited transactions but can only be used for manual transaction creation and sending. Any automated use requires the purchase of Conga Sign on a Transaction basis and Customer may not use Conga Batch/Trigger Service Events with Conga Sign User licenses.

3. Transaction documents are encrypted while in transit and stored encrypted at rest in the Service.

4. Conga employees do not have access to documents and are unable to provide documents to any third-party.

5. Transaction Data and documents will be stored and processed on Conga's AWS servers. Conga Sign for Salesforce Service processes and stores documents and Transaction Data based on Customer's Salesforce org location or the location the Conga Sign for Salesforce Service is configured to use in the United States, Europe, or Australia. Conga Sign for Conga Contracts Service and Conga Sign for Conga Collaborate Service process and store documents and Transaction Data in the region where Customer's Conga Collaborate or Conga Contracts is hosted. The Transaction Data will be maintained by Conga in perpetuity. Customer and Other Signing Parties may access, during the term of the Agreement for the Service, audit trail information that provides the details of the Electronic Signatures. Completed documents are returned to Other Signing Parties and Customer via email by attachment or through a link in an email to access the completed document and additionally, are returned to Customer in Customer's Salesfore.com Service, Conga Collaborate, or Conga Contracts. The Service may allow configuration to not deliver the final signed document and audit trail automatically to Customer and/or Other Signing Party and when such configuration is used by Customer, Customer is solely responsible for the delivery to Other Signing Parties. The delivery of the completed documents to Other Signing Party and back to Customer as described herein satisfies any requirement for return of Customer Data in the Agreement.

6. Enforceability of electronic signatures is based on the jurisdiction(s) of the signatories. Electronic signatures are enforceable in most common-law jurisdictions. Please be aware that not all documents are appropriate for Electronic Signature under the law of some jurisdictions (i.e. wills, real estate deeds). The Service complies with the Electronic Records and Signatures in Commerce Act (ESIGN 15 U.S.C. Chapter 96), Uniform Electronic Transactions Act (UETA), eIDAS (910/2014/EC), the Electronic Transactions Act 1999, and many other similar regulations. Please consult legal counsel for specific information concerning the laws governing Customer's transaction.

7. When consumers (as opposed to businesses) are participating in an Electronic Signature transaction, additional rules and regulations may require additional requirements such as consumer consent disclosures, the consumer's affirmative consent to the use of Electronic Signature with the ability to withdraw their consent if they so choose.

Exhibit B-4

In this Service Schedule, the term **"Service"** refers only to Conga Contracts. If Customer is licensing or using subscriptions to the Conga Contracts Service, then the terms of this Service Schedule apply. For the avoidance of doubt, this Service Schedule does not apply to Conga Contracts for Salesforce. Conga Contracts was formerly known as Novatus and Conga Novatus. The Order Form will identify the User types and/or edition applicable to Customer's subscriptions to the Service.

1   Restrictions and Responsibilities.
    1.1 The Service is hosted in the continental United States, Europe, or Australia.
    1.2 Customer shall be exclusively responsible for supervision, management, and control of its use of the Service, including without limitation; ensuring proper desktop specifications, security access controls, and entering, modifying and managing Customer Data.
    1.3 Customer acknowledges that the minimum requirement for desktop PC operation of the Service is Microsoft Internet Explorer 9.0 (or higher), Mozilla Firefox, Safari or Google Chrome. Future Service releases may require use of newer versions of these browsers. Conga will provide a minimum of 90 days written notice to Customer if Service Updates will require other versions of browsers.
    1.4 Conga will provide Documentation explaining how to access the Service and use all functions of the Service.
    1.5 Conga will store and backup Customer Data in the Service.
    1.6 If Conga will have access to any part of Customer's computer system, Conga agrees that each individual having access will:
        1.6.1   Be assigned a separate log-in ID by Customer and will use only that ID when logging on to Customer's system;
        1.6.2   Log-off Customer's system immediately upon completion of each session of service;
        1.6.3   Not allow other individuals to access Customer Data; and
        1.6.4   Keep strictly confidential the log-in ID and all other information that enables such access.

2   Return of Customer Data. Upon termination of this Agreement, Conga shall return Customer Data maintained in the Service in a PostGreSQL format at no fee, within 15 business days from the date of termination. If Customer requests Customer Data in a custom format Customer shall pay time and materials for such custom format (as agreed upon by Conga and Customer). Conga shall delete all Customer Data from the Service within a reasonable time after delivery of Customer Data. For the avoidance of doubt, Customer can download Customer's documents and files stored in the Service, in the format they are stored, at any time during Customer's access to the Service.

Exhibit B-5

In this Service Schedule, the term **"Service"** refers only to Conga Collaborate. If Customer is licensing or using subscriptions to the Conga Collaborate Service, then the terms of this Service Schedule apply.

1. **Conga Collaborate Service Overview**

   A. The Service is a single platform to create, share, sign, store, analyze, and manage Customer's documents.
   B. All access and interactions between the Service and Customer's Salesforce.com Service account, other customer relationship management software, and Customer's Service account are managed exclusively by Customer through Customer's administration and security settings.
   C. The Service may be accessed via Customer's Service standalone account or by launching documents within various third-party customer relationship management platforms such as Salesforce.com and Microsoft Dynamics.
   D. The Service was formerly known as Octiv.
   E. Customer may retrieve Customer's documents stored within the Service within 30 days after termination. Any documents or Customer Data not retrieved by Customer will be deleted after 90 days.

2. **Security**
   A. The Service is hosted in the continental United States.
   B. User authentication is through Customer's Salesforce.com Service single sign on, Customer's other designated SAML provider, or through the Service's native security system based on Customer's configuration.
   C. Customer Data transferred between Salesforce, Microsoft Dynamics, or other external system designated by Customer and the Service is via HTTPS.
   D. Customer Data is stored in the Service at AES 256-bit with RSA.