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Conga Master Subscription Agreement

BY CLICKING THE "I ACCEPT" BUTTON DISPLAYED AS PART OF THE GET IT NOW - ORDERING PROCESS YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS (THE "**AGREEMENT**") GOVERNING YOUR USE OF THE SERVICES AND THIRD PARTY SERVICES (DEFINED BELOW) OFFERED BY APPEXTREMES, LLC. DBA CONGA ("**CONGA**"), AND 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 THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "**YOU**" OR "**YOUR**" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST SELECT THE "I DECLINE" BUTTON AND MAY NOT USE THE SERVICE. THIS AGREEMENT IS EFFECTIVE WHEN YOU CLICK "I ACCEPT" BELOW ("**EFFECTIVE DATE**").

The Service

This Agreement governs Your use of the software solutions owned by Conga or an Affiliate identified in an Order Form (collectively the "**Service**"). You agree that Your 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 & Restrictions

1.1 <u>Subscription to the Service</u>. Subject to the terms of this Agreement, Conga hereby grants to You a non-sublicensable, non-transferable, non-exclusive subscription for Your use of the Service by the number of Users (and/or up to the volume of Service Events) as specified in an associated Order Form, in accordance with the Documentation and solely for Your internal business purposes. User subscriptions 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 licensors reserve all rights not expressly granted to You in this Agreement. You may allow Your Affiliates access and use of the Service. You are solely liable and responsible for Your Affiliates' access and use of the Service and compliance with the terms and conditions of this Agreement.

1.2 <u>Additional Use</u>. If You wish to add additional Users or increase the number of authorized Service Events ("**Additional Use**"), You should contact Conga and Conga shall 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 (either initial term or renewal term), and (ii) You will be responsible for any additional fees for any Additional Use exceeding the authorized number of Users or Service Events.

1.3 <u>Restrictions</u>. You shall not (i) license, sublicense, sell, resell, use as a service bureau, or otherwise use the Service for a third party's benefit unless such use has been authorized by Conga; (ii) transfer, assign, distribute or otherwise commercially exploit or make the Service, Conga's System or Content available to any third party not authorized by Conga; (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, or (vii) access the Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

2   Your Responsibilities

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

3   Security, Customer Data; Support and Service Levels

The parties' obligations and rights regarding security and Customer Data are described in the applicable Service Schedule. Conga will provide the support and service levels described in Exhibit A.

4   Intellectual Property Ownership

4.1 <u>Conga</u>. Conga and its licensors 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, recommendations or other information provided by You or any other party relating to the Service. The Conga name, the Conga logo, and the product names associated with the Service are trademarks of Conga or third parties.

4.2 <u>Customer</u>. You retain all right, title and interest in and to the Customer Data. You grant to Conga all necessary licenses and rights in and to Customer Data solely as necessary for Conga to provide the Service to You or as required by law. Conga will not knowingly use or access any Customer Data except as necessary to provide the Service or Support Services.

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5   Fees, Billing, Renewal

5.1 <u>Fees</u>. Fees for the initial term of the Service are described in an associated Conga Order Form. Any renewal charge will be based on the then-current fees. All fees due are payable in U.S. Dollars. Conga's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you 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; Payment</u>. Conga will issue an invoice to You on or about the Effective Date for the initial term and at least 30 days before the subsequent anniversary of the Effective Date for renewal terms as specified in the associated Order Form. Such fees shall be paid annually in advance. Unless otherwise stated, fees are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information and notifying Conga of any changes to such information. All payment obligations are non-cancelable and all amounts paid are nonrefundable, except as expressly set forth in the Agreement to the contrary. If You add Additional Users to the Service, allow use of the Service by more than the paid-for number of Users, or utilize Service Events in excess of the allowance associated with Your subscription, Conga will invoice You for the additional applicable fees.

5.3 <u>Non-Payment</u>. In addition to any other rights granted to Conga herein, Conga reserves the right to suspend Your access to and use of the Service if You fail to pay any undisputed amount owed on or before its due date. If You or Conga initiates termination of this Agreement, You will be obligated to pay the balance due on Your account.

6   Term

This Agreement commences on the Effective Date and will continue for an initial term of 1 year ("**Initial Term**") from the Subscription Start Date specified in the associated Order Form unless terminated earlier as allowed in this Agreement. Upon the expiration of the Initial Term, the term of this Agreement will automatically extend for successive terms of 1 year, provided that either party may terminate this Agreement or reduce the number of seats and/or Service Events, effective upon the expiration of the Initial Term or the then-current extension period, by notifying the other party in writing at least 30 business days prior to the expiration of the Initial Term or then-current extension term, as applicable. 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.

7   Suspension & Termination

If You are in breach of this Agreement, Conga may suspend Your access to and use of the Service until You have cured the breach. 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 You under this Agreement before such termination will become immediately due and payable, and (b) Conga will terminate Your access to or use of the Service. The rights and duties of the parties under Sections 4, 5, 7-12, 13 and 14 will survive the termination or expiration of this Agreement. If this Agreement is terminated by You in accordance with this paragraph due to Conga's uncured breach, Conga will refund You any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination. In no event will termination relieve You of Your obligation to pay any fees payable to Conga for the period prior to the effective date of termination.

8   Representations & Warranties

8.1 <u>Mutual Warranty</u>. Each party represents and warrants that it has the legal power and authority to enter into this Agreement.

8.2 <u>Data Warranty</u>.   You represent and warrant that You own or have obtained all rights, consents, permissions, or licenses necessary to allow the Service access to, or possession, manipulation, processing, or use of the Customer Data and User Details.

9   Disclaimer of Warranties

EXCEPT AS EXPRESSLY SET FORTH IN AN APPLICABLE <u>EXHIBIT</u>, CONGA AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT, AND THE SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS, AS-AVAILABLE" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY CONGA AND ITS LICENSORS.

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10   Mutual Indemnification

10.1   <u>Your Indemnity.</u> You shall indemnify and hold Conga, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of, or in connection with a claim arising from or related to Conga System's access to, or possession, manipulation, processing, or use of the Customer Data or User Details as is necessary to provide the Service.

10.2   <u>Conga's Indemnity.</u> If any action is instituted by a third party against You based upon a claim that the Service, as provided and excluding any Third-Party Service, infringes a United States patent, copyright or trademark, then Conga will defend such action at its own expense on behalf of You and will pay all damages attributable to such claim which are finally awarded against You or paid in settlement of such claim. Conga may, at its option and expense, and in addition to defending You as set forth in the previous sentence, as Your exclusive remedy hereunder: (a) procure for You 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 Your 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 You for any infringement action that arises out of a breach of the terms and conditions of this Agreement by You or of the use of the Service (i) after it has been modified by You 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 Conga where the combination is the basis for the infringing activity. THIS SECTION SETS FORTH THE ENTIRE OBLIGATION OF CONGA AND YOUR EXCLUSIVE REMEDY AGAINST CONGA OR ANY OF ITS SUPPLIERS FOR ANY INFRINGEMENT CLAIM.

10.3   <u>Procedure.</u> A party seeking indemnification under this Section 10 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.

11   Insurance; Limitations of Liability

11.1   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, and automobile policies, and (b) and any other insurance required by law in any state where Conga provides services under this Agreement. All policies will be written by reputable national insurance carriers.

11.2   EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, OR BREACH OF ITS OBLIGATIONS IN SECTION 12, NEITHER PARTY'S NOR THEIR LICENSORS' LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT WILL EITHER PARTY'S OR ITS LICENSORS' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER IN THE 24 MONTHS PRECEDING THE FIRST INCIDENT. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. HOWEVER, THE ABOVE LIMITATIONS WILL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 5.

11.3   EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, OR BREACH OF ITS OBLIGATIONS IN SECTION 12, IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, 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 OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12   **Confidentiality.**

12.1   <u>Confidential Information.</u> 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, 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**").

12.2   <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 12.2. 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.

12.3   <u>Exceptions.</u> The Receiving Party's obligations under Section 12.2 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 12.3(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 12.

12.4 <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 12.4.

13 Assignment; 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 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 void.

14 Export & 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. You shall not permit Users to access or use any Service or Content in a U.S.-embargoed country (currently Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or regulation. You have 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 You learn of any violation of the above restriction, You will use reasonable efforts to promptly notify Conga's legal department at legal@congamerge.com.

15 General

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 Service shall be subject to the exclusive jurisdiction of the state and federal courts located in Broomfield, Colorado USA. No text or information set forth on any other purchase order, preprinted form or document (other than an associated Conga Order Form) shall modify the terms and conditions of this Agreement. In the event of a conflict between the terms in the main body of this Agreement and the terms in any Conga Order Form, the Order Form 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 You and Conga. The failure of Conga 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 Conga in writing. This Agreement, together with any associated Conga Order Form, comprises the entire agreement between You 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 version of a Conga subscription agreement, commonly known as a clickthrough or end user license agreement ("**Clickthrough**"). All notices, required or permitted under this Agreement must be delivered in writing by courier, facsimile, or by certified or registered mail (postage prepaid and return receipt requested) to the other party at its address set forth in this Agreement. Notice hereunder will be effective (a) upon receipt or 3 days after being deposited in the mail as required above with the postal authority of the receiving party's country, whichever occurs sooner, or (b) if delivered by email, upon receipt of email if delivered by email with a fax confirmation sent on the same day. Any notice to Conga will be delivered to AppExtremes, LLC dba Conga, P.O. Box 7839, Broomfield, Colorado 80021. 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.

16 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 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 Service and Content.

"**Business Hours**" shall mean the hours between 7 a.m. and 6 p.m., Mountain Time, Monday through Friday in North America, and between 9 a.m. and 5 p.m. at the Conga offices in the United Kingdom and Sydney, Australia, excepting recognized national holidays.

"**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 You by Conga in providing the Service.

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

"**Customer Data**" means any information (including without limitation personally identifiable information and Customer Templates) provided, made available, or submitted by You to the Service or retrieved by the Service from Your salesforce.com account other than User Details.

"**Customer Template**" means, with regard to the Composer services, a Customer-created template uploaded to the salesforce.com Service by You 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 www.congamerge.com/support.

"**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.

"**salesforce.com Service**" means the service provided by salesforce.com to which You 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, Conga Workflow, Conga Conductor, or any programmatic means, (ii) the generation of any Letter, Label or Envelope output file from Conga Mail Merge containing one or more Letters, Labels or Envelopes, or (iii) the scheduled execution of an individual Conga Courier Schedule or Conga Conductor, regardless of whether any output file is distributed.

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

"**Support Incident**" means (i) a basic question related to the use or configuration of the Service where the use or configuration is consistent with guidance in the Documentation, (ii) a reproducible non-conformity in the Service causing the Service not to operate in substantial conformance with the applicable Documentation. Support Incidents do not include issues or support related to or arising from the programmatic execution of the Service using Apex, Visualforce, JavaScript or other programming tools.

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

"**User Details**" means basic information collected by Conga about Your Salesforce.com users' authorized by You to use the Service which is used for subscription management, activity logging, and technical support purposes.

Exhibit A

Conga Service Level Agreement

1.   Covered Services

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

2.   Definitions

"Business Hours" shall mean the hours between 7 a.m. and 6 p.m., Mountain Time, Monday through Friday in North America, local time at the Conga offices in the United Kingdom and Sydney, Australia, excepting recognized national holidays.

"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 for which Conga gives You at least 24 hours' prior notice. Planned Downtime shall not exceed 5 hours per month. Except for urgent circumstances (e.g., a system failure or security threat), Planned Downtime may occur from 10:00 p.m. Friday through 1:00 p.m. Sunday, Mountain Time.

"Product Specifications" means the published description of product functionality available at www.getconga.com/productspecification.

"Support Services" means technical support assistance provided by Conga personnel to Your designated salesforce.com Administrators for problem resolution, bug reporting, and technical assistance, which, in each case, is related to a Service Level Incident.

"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 and primary function of the system in accordance with the Product Specifications ABOVE AND BEYOND THE # OF MINUTES REQUIRED FOR RESOLUTION IN SECTION 4.

3.   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.

4.   Support Services and Problem Resolution

Support Services   If You have paid Conga all applicable fees due, Conga will provide Support Services to Your Administrator(s) during Business Hours in the English language. To receive Support Services, You may submit a case at http://support.getconga.com/Reference/Submit_Case_Form, email support@getconga.com, 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. Support Services will be subject to the specified allowance stated in an associated quote or invoice for the current subscription term, if any.

Telephone Numbers:

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

Problem Response and Resolution Conga will use commercially reasonable efforts to address Service Level Incidents in accordance with the schedule below.

Problem Severity Level	Response Time	Resolution Time
Level 1: The Service is not available for use, including the failure of any documented feature that listed as a	The Conga support team will respond within four (4) business hours. The Conga technical team will commence efforts to address	Conga will use commercially reasonable efforts, twenty-four (24) hours per day, seven (7) days per week, to resolve or provide You with

Tier 1 function in the Product Specifications.	Level 1 problems within one (1) hour after Your report of such problem is received by Conga or Conga's detection of such problem, whichever is earlier.	an acceptable work-around for the applicable Level 1 problem. Conga will keep You 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 eight (8) business hours. The Conga technical team will commence efforts to address Level 2 problems within eight (8) business hours after You report 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 You with an acceptable solution for the Level 2 problem within five (5) business days after You report 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 sixteen (16) business hours. The Conga technical team will commence efforts to address Level 3 problems within three (3) business days after You report 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 You with an acceptable solution for the Level 3 problem within sixty (60) calendar days after You report 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 sixteen (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 sixteen (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.

You acknowledge that the Service is dependent on Your 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 Technologies. Encryption Gateways and associated third party technology that require any re-direction of Conga-to-Salesforce connections are not eligible for Support Services. You may utilize such encryption solutions solely at your own risk.

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Exhibit B-1
Conga Service Schedule

In this Service Schedule, the term "Service" refers only to the following services offered by Conga: Composer, Conductor, Workflow, Courier, MailMerge, Ensemble, Harvester, Conga Contracts. If You are purchasing subscriptions to any of the Services, as indicated on the applicable Conga Order Form, then the terms of this Service Schedule apply to those Services.

CONGA SERVICE OVERVIEW

- The Conga Service is a hosted set of software solutions that generate custom documents, presentations and reports using data and template files stored in Your salesforce.com instance, using Conga solutions created and implemented by You and executed by Your authorized salesforce.com users.
- All access and interactions between Your salesforce.com Users, the Conga Service and Your salesforce.com account are managed exclusively by You through Your salesforce.com administration and security settings.
- The Conga Service is hosted with Amazon Web Services located in the continental United States, and mirrored across multiple, geographically dispersed data centers for fault tolerance and business continuity purposes.

1   The Service
Conga hosts, operates, and maintains the Service.

2   Your Responsibilities
You 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 or any other known or suspected breach of security; (ii) report to Conga immediately and use reasonable efforts to stop immediately any unauthorized copying or distribution of Content that is known or suspected by You or Your Users; and (iii) not impersonate another Service user or provide false identity information to gain access to or use the Service. You will not attempt to or use Your access to the Service to knowingly interfere with or disrupt the integrity or performance of the Service or the data contained therein.

3   Security; Customer Data
    3.1 Processing of Data. You acknowledge and agree that with each use of the Service initiated by your salesforce.com authenticated Users the Service will access Your salesforce.com account to retrieve, store, manipulate, process and modify Customer Data based on Your configuration of the Service ("**Process**") and You expressly consent to such access solely as is necessary to provide the Service or Support Services. If the Service cannot for any reason access Your salesforce.com account, Conga will be excused from any nonperformance of the Service. You acknowledge 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.

    3.2 Security. Conga has implemented 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 You. Conga maintains the Service (space, power, physical security, environmentals) with leading, world-class hosting providers. Conga will reasonably cooperate with You to obtain certification documentation (SOC2/ISO) from hosting providers upon request. All access and interaction between the Conga Service and Your salesforce.com account are managed exclusively by You through Your salesforce.com administration and security settings. Conga does not control, and has no responsibility or liability for, security issues caused by the salesforce.com Service.

    3.3 EU-U.S. Privacy Shield Framework. During the term of this Agreement, Conga represents that it is and will remain self-certified to the EU-U.S. program managed by the U.S. Department of Commerce and European Commission and will comply with the relevant Privacy Shield Principles in its Processing of Customer Data. Additionally, Conga represents that it has been awarded TRUSTe's privacy seal signifying that Conga's associated practices have been reviewed by TRUSTe for compliance with TRUSTe's privacy program requirements.

    3.4 Customer Data. You are solely responsible for Customer Data and Customer Templates including without limitation the accuracy, quality, integrity, legality, reliability, appropriateness of the foregoing, and obtaining any Intellectual Property Rights ownership or right to use the foregoing. You will not provide, post or transmit any Customer Data or Customer Templates that: (a) infringe or violate any Intellectual Property Rights, publicity/privacy rights, law or regulation; or (b) contain any viruses or programming routines, macros, or other elements that may damage, surreptitiously intercept or expropriate any system, data or personal information. Conga may take remedial action, including immediate suspension of Your access to the Service, if Your configuration of the Service, Customer Data or Customer Templates violates Section 3.4.

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Exhibit B-2
ActionGrid Service Schedule

If You are purchasing subscriptions to any of Conga's ActionGrid services, as indicated on the applicable Conga Order Form, then the terms of this Service Schedule to those ActionGrid services. In this Service Schedule, the term "Service" refers only to Conga's ActionGrid service.

ACTIONGRID SERVICE OVERVIEW

- The Service (defined below) offered by Conga is a hosted set of software solutions that present, edit, and manipulate your data in your Salesforce.com instance in a more rich, meaningful, easy to use manner.
- All access and interactions between Your salesforce.com Users, the Service (defined below) and Your salesforce.com account are managed exclusively by You through Your salesforce.com administration and security settings.
- The ActionGrid Service does not store any Customer Data.

1   The Service

- Conga does not host or operate the Service, rather the Service is provided by Conga software installed within your salesforce.com instance.
- The concept of Service Events do not apply to the Service.
- Conga represents that the Service will operate in conformance with the Documentation in all material respects. In the event of any breach of the representation, as Conga's sole obligation and your sole and exclusive remedy, Conga will use commercially reasonable efforts to fix the non-conformance.

2   Your Responsibilities

You will not attempt to or use Your access to the Service to knowingly interfere with or disrupt the integrity or performance of the Service or the data contained therein. You are 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. You are responsible for managing the users within the Salesforce Security Profiles. You are responsible for understanding the Service's features that are granted or disabled either globally or on a per Security Profile basis.

3   Customer Data

Neither Conga nor the Services own or store Customer Data. You are solely responsible for Customer Data including without limitation the accuracy, quality, integrity, legality, reliability, appropriateness of the foregoing, and obtaining any Intellectual Property Rights ownership or right to use the foregoing. Additionally, you acknowledge that when you use the Service, you can make permanent changes and edits to your data in your Salesforce.com instance, including mass updates and mass deletions, just as you can do directly through Salesforce.com. You are solely liable and responsible for the results and outcomes of your use of the Service.

4   **Free Apps**

Upon installation of the Service, you may choose to access and use certain other features and functionality offered by Conga separately under additional terms but at no additional cost. You may need to agree to additional terms to install and access those features and functionalities.