



## Conga Master Subscription Agreement

PLEASE SCROLL DOWN AND READ CAREFULLY ALL TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT (THIS “**AGREEMENT**”) BEFORE USING THE SOFTWARE DEFINED HEREIN AS THE “**SERVICE**”.

BY CLICKING THE “I ACCEPT” BUTTON DISPLAYED AS PART OF THE INSTALLATION, BY DOWNLOADING 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 THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS (“**CUSTOMER, YOU AND YOUR**”) SHALL REFER TO SUCH ENTITY OR INDIVIDUAL. 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, DO NOT INSTALL THE SERVICE, AND YOU MAY 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 Your use of the software solutions owned by Conga or an Affiliate, and is identified in an Order Form or invoice and Exhibits B (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. Subscription to the Service. Subject to the terms of this Agreement, Conga hereby grants to You a non-sublicensable, non-transferable (except as provided in Section 14), non-exclusive subscription license for Your use of the Service by the quantity of subscription Users (and/or up to the volume of Service Events) as specified in an associated Order Form or invoice, in accordance with the Documentation and solely for Your 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 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. Additional Use. 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 all other terms of this Agreement, 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. Restrictions. 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 authorized by Conga; (ii) transfer, assign (except as provide in Section 14), 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, (vii) upload Customer Data or Customer Templates to the Service that contains any viruses 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. 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 promptly 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.

### 2. Compliance with Laws

- 2.1. 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.

- 2.2. Conga shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with providing 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

- 3.1. Conga will provide the support and service levels described in Exhibit A. Exhibits B apply only to the Services identified in the respective exhibit and only apply to You when purchased by You and identified in an Order Form or invoice.
- 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 You. Conga's current security information and procedures are available at <https://getconga.com/why-conga/security/>. Conga may, from time to time, update these security procedures but will not materially reduce the procedures during the term of the Agreement.
- 3.3. Customer Data or Customer Templates submitted to the Conga Services 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. The 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://getconga.com/dpa-msa/> and is incorporated in the Agreement by reference when the GDPR applies to Your use of the Services to process Customer Data or Customer Templates.
- 3.5. Conga uses sub-processors and sub-contractors for various functions and provisioning of the Service which are listed here: <https://getconga.com/privacy/subprocessors/>. Your use of the Service, including any features or functions provided by the Service with sub-contractors and sub-processors is governed solely by this Agreement unless terms are expressly agreed to between You and the sub-contractor or sub-processor.

### 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 You 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 Affiliates.
- 4.2. Customer. You retain all right, title and interest in and to the Customer Data and Customer Templates. You grant to Conga the necessary licenses and rights to Customer Data and Customer Templates solely as necessary for Conga to provide the Service to You. Conga will not use or access any Customer Data or Customer Templates except as necessary to provide the Service or Support Services.

### 5. Fees & Billing

- 5.1. Fees. Fees for the Service are described in an associated Conga Order Form or invoice. Any renewal fees will be based on Conga's then-current fees, unless otherwise stated in an Order Form. 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. Billing and Payment. Conga issues invoices on or about the subscription start date for the Initial Term. Conga may issue invoices for subsequent renewals up to 60 days prior to the anniversary of the subscription start date. Fees shall be paid annually in advance. Unless otherwise stated on an Order Form, 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. 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 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 ("**Initial Term**") or the length specified in the initial Order Form, from the subscription start date specified in the associated Order Form. 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 or Service Events, 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, You 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 non-subscription Professional Services, under the terms of this Agreement.

- 7.1. Scheduling Services. You and Conga shall cooperate to promptly schedule the Professional Services. In the event You request changes to or cancel the agreed-upon schedules, You may be charged a reschedule fee equal to 5% percent of the applicable fees specified in the statement of work. You will be invoiced for Professional Services provided in the performance of a statement of work. Conga invoices weekly for Professional Services.
- 7.2. Travel Expenses. You agree to pay reasonable travel expenses associated with all Professional Services. Such travel expenses will be reimbursed to Conga by You 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 You a copy of receipts substantiating meal expenses.
  - 7.2.2. Hotel Expenses shall be reimbursed at the actual cost. Conga will use Your recommended hotels and preferred rates if provided by You. Conga will provide You a copy of receipts substantiating hotel expenses.
  - 7.2.3. Air travel expenses shall be reimbursed at actual cost. Conga will book non-refundable, advance, non-stop fares when available. Air travel will be booked by Conga only upon You written confirmation of the schedule. In the event You request changes to the schedule after providing confirmation You will be responsible for reimbursing the air fare and any additional fare difference or change fees incurred by Conga. Conga will provide You 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 You a copy of receipts substantiating rental car expenses.
  - 7.2.5. Public transportation, including taxi, subway, and rail shall be reimbursed at actual costs. Conga will provide You a copy of receipts substantiating public transportation costs provided such costs exceed \$10 dollars per occurrence.
- 7.3. Work Product. 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 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 You a perpetual, worldwide, nonexclusive, non-sublicensable, nontransferable, non-assignable (except as provided in Section 14), fully paid up, limited, license to use the Work Product with the Service. Unless otherwise expressly provided in any applicable statement of work You are 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. If Professional Services do not substantially conform to the deliverables You 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 THE 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 & Termination

If You are in breach of this Agreement due to non-payment, Conga may suspend Your access to and use of the Service until You have cured the breach. Conga will provide at least 15 days’ notice prior to any such suspension. 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 except where this Agreement is terminated by You in accordance with this paragraph due to Conga’s uncured breach then Conga will refund You prepaid fees prorated from the effective date of termination, and (b) Conga will terminate Your access to or use of the Service. The rights

and duties of the parties under Sections 4, 5, 7-14, and 17 will survive the termination or expiration of this Agreement. 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.

## 9. Representations & 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. 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, Customer Templates, and User Details.
- 9.3. Service Warranty. Conga represents and warrants that the Service will perform in all material aspects with the Product Specifications.

## 10. Disclaimer of Warranties

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, CONGA AND ITS AFFILIATES MAKE NO WARRANTY OF ANY KIND AND ALL CONTENT IS PROVIDED TO YOU 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 BY CONGA AND ITS AFFILIATES.

## 11. Mutual Indemnification

- 11.1. Your Indemnity. You shall indemnify and hold Conga, its Affiliates, and each such party's parent organizations, subsidiaries, officers, directors, employees, and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of, or in connection with a third party infringement or similar claim due to Conga System's or the Service's access to, or possession, manipulation, processing, or use of the Customer Data or User Details as is necessary to provide the Service.
- 11.2. Conga's Indemnity. If any action is instituted by a third party against You based upon a claim that the Service, as provided, infringes a copyright, registered patent or trademark, then Conga shall indemnify and hold You, Your Affiliate's and each such party's parent organizations, subsidiaries, officers, directors, employees, and agents harmless from and against any and all claims, 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 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 this section: (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.
- 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; 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/information security, and automobile policies, and (b) and any other insurance required by law in any state or country where Conga provides services under this Agreement. All policies will be written by reputable national insurance carriers.
- 12.2. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, BREACH OF ITS OBLIGATIONS IN SECTION 13, GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT, NEITHER PARTY'S NOR THEIR AFFILIATES' 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 AFFILIATES' 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.

- 12.3. EXCEPT FOR A PARTY'S GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO ANYONE 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, TO THE MAXIMUM EXTENT ALLOWABLE BY APPLICABLE LAW.
- 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 YOU 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 YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS, DATA, OR DATA USE, ARISING OUT OF OR RELATED TO 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 YOU UNDER THIS AGREEMENT FOR ALL DAMAGES EXCEED THE AMOUNT OF \$1,000.**

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. Protection of Confidential Information. 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. Exceptions. 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. Return of Confidential Information. 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. 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 nondisclosure obligations under this Agreement with regard to such copies and shall destroy them in accordance with Receiving Party's normal destruction processes.

#### 14. 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 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”). Your 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 You and Reseller. By purchasing through a Reseller, You 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 & 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@getconga.com](mailto:legal@getconga.com).

#### 17. General

For Customers incorporated or using the Service in the United States, 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. 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 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 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 Conga Order Form or invoices, 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. **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 required above 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@getconga.com](mailto:legal@getconga.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. You acknowledge and agree that Conga may, from time to time, rebrand or rename the Service including, but not limited to, domain names, software titles, User subscription classifications and website names. Any such rebranding or renaming shall not affect the Service functionality or level of subscriptions in a signed Order Form.

## 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 Service 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 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 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 You to the Service or retrieved by the Service from another source as directed by You other than User Details and Customer Templates.

**"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.support.getconga.com](http://www.support.getconga.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 [www.getconga.com/productspecification](http://www.getconga.com/productspecification).

**"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 Trigger, Conga Batch, 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 Batch, 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 Exhibits B.



**“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 Users authorized by You to use the Service which is used for subscription management, activity logging, communications to Users by Conga, and technical support purposes.

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**Exhibit A**  
**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, and remedies.

**1. Definitions**

“**Business Hours**” shall mean, except for recognized national holidays in the region:

Americas: 7 a.m. and 6 p.m., Mountain Time, Monday through Friday in North America.

EMEA: 7 a.m. to 6 p.m., Monday through Friday based out of London, United Kingdom.

APAC: 7 a.m. to 6 p.m. Monday through Friday based out of 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 may occur 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 Your designated 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 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” =  $(\text{Total Minutes} - \text{Unplanned Downtime} - \text{Excluded Downtime}) / (\text{Total Minutes} - \text{Excluded Downtime}) \times 100$ .

**3. Support Services and Problem Resolution**

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](http://support.getconga.com/Reference/Submit_Case_Form), 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://getconga.com/products/services/support-plans/>. If you contact Conga outside of the Business Hours for Your region Conga may provide support from another region. Business Hours for You are determined by Your headquarters address provided by You to Conga. If 24/7 support is available to You it will be provided only through the telephone numbers below if outside of Business Hours. Telephone support numbers are used to submit cases on Your behalf and support is provided via a returned call from Conga’s support team. Basic support includes a total of 2 hours of live support for the subscription term.

Telephone Support Numbers:

Americas: 866-502-3334

EMEA: 44 (0) 203-608-0165

APAC: 61-2-8417-2399



Problem Response and Resolution Conga will address Service Level Incidents in accordance with the schedule below.

Problem Severity Level	Response Time	Resolution Time
<b>Level 1:</b> 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 Your 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 You with an acceptable work-around for the applicable Level 1 problem. Conga will keep You updated regularly on the progress of the resolution.
<b>Level 2:</b> 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 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 5 business days after You report such problem or Conga's detection of such problem, whichever is earlier.
<b>Level 3:</b> 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 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 60 calendar days after You report such problem or Conga's detection of such problem, whichever is earlier.
<b>Level 4:</b> 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.	
<b>Enhancement Request (ER):</b> 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.

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 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.

**Exhibit B-1**  
**Conga Service Schedule**

In this Service Schedule, the term “**Service**” refers only to the following services offered by Conga: Composer, Trigger, Batch, MailMerge, Conga Contracts for Salesforce, Courier, and Mix Forms. If You are purchasing subscriptions to any of the Services, then the terms of this Service Schedule apply to those Services.

**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 Your Salesforce.com Service instance, using Conga solutions implemented by You and executed by Your authorized Salesforce.com Service users.
- B. All access and interactions between Your Salesforce.com Service users, the Service and Your Salesforce.com Service account are managed exclusively by You through Your Salesforce.com Service administration and security settings.
- C. The Conga Service is hosted in the continental United States, Europe or Australia, whichever Your Salesforce.com instance is located or the region the Service is set to use, and mirrored across multiple, geographically dispersed data centers for fault tolerance and business continuity purposes.
- D. The Order Form for the Service will identify the User types and/or edition of the Service applicable to Your subscriptions.
- 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 Your 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 Trigger was formerly known as Conga Workflow and Conga Batch was formerly known as Conga Conductor.

**2. Customer Data**

Processing of Data. You acknowledge and agree that with each use of the Service initiated by Your Salesforce.com Service authenticated users the Service will access Your Salesforce.com Service account to retrieve, manipulate, process and modify Customer Data based on Your configuration of the Service 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 outside of Conga’s control, access Your Salesforce.com Service 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. The Service does not store Customer Data. The Service does store Customer Templates.

## **Exhibit B-2**

### **Conga Grid and Conga Orchestrate Service Schedule**

In this Service Schedule, the term “**Service**” when by itself, refers to all of the following: Conga Grid and Conga Orchestrate. If You are purchasing subscriptions to Conga Grid or Conga Orchestrate, then the terms of this Service Schedule apply.

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

- A. All access and interactions between Your Salesforce.com Service users, the Service and Your Salesforce.com Service account are managed exclusively by You through Your Salesforce.com Service administration and security settings.
- B. The Conga Grid Service offered by Conga is a software solution that presents, edits, and manipulates Your data in Your 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 set of hosted software solutions 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 by Microsoft Azure. Automatic setup is not required to use the Conga Orchestrate Service.
- G. Conga Grid was formerly known as ActionGrid and Conga Orchestrate was formerly known as ProcessComposer.

#### **2. The Service**

- A. Conga does not host or operate the Service, rather the Service is provided by Conga as software installed within Your Salesforce.com Service instance.
- B. The concept of Service Events do not apply to the Service.

#### **3. Your Responsibilities**

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.

#### **4. Customer Data**

The Service does not store Customer Data. You acknowledge that when You use the Service, you can make permanent changes and edits to Your data in Your Salesforce.com Service instance, including mass updates and mass deletions, just as you can do directly through Your Salesforce.com Service. You are solely liable and responsible for the results and outcomes of Your use of the Service.

**Exhibit B-3**  
**Conga Sign Service Schedule**

If You are purchasing subscriptions to Conga Sign for salesforce.com, Conga Sign for Conga Collaborate, or Conga Sign for Conga Contracts, then the terms of this Service Schedule apply to those Conga Sign services. In this Service Schedule, the term “**Service**” when by itself applications and to all Conga Sign services in this Exhibit.

“**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 and IP address, 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. Transaction documents are encrypted while in transit and stored encrypted at rest in the Service.
3. Conga employees do not have access to documents and are unable to provide documents to any third-party.
4. Transaction Data and documents will be stored and processed on AWS servers. Conga Sign for Salesforce processes and stores documents and Transaction Data based on Your Salesforce org location or the location the Service is configured to use in the United States, Europe or Australia. Conga Sign for Conga Contracts and Conga Sign for Conga Collaborate processes and stores documents and Transaction Data in the region Your 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 You via email by attachment or through a link in an email to access the completed document and additionally, are returned to You in Your Salesfore.com Service, Conga Collaborate or Conga Contracts.
5. 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), eIDAS (910/2014/EC), and Uniform Electronic Transactions Act (UETA). Please consult legal counsel for specific information concerning the laws governing Your transaction.
6. 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**  
**Conga Contracts Service Schedule**

In this Service Schedule, the term “**Service**” refers only to Conga Contracts hosted outside the Salesforce platform. If You are purchasing subscriptions to Conga Contracts Services, 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 Your subscriptions to the Service.

**1 Definitions.**

**"Update"** means a subsequent release of the Service that Conga makes generally available. Updates shall include all (a) bug fixes, patches, and maintenance releases, and (b) new point releases denoted by a change to the right of the first decimal point (e.g., V9.0 to V9.1).

**"Version Release"** means a subsequent release of the Service denoted by a change in the Service release number to the left of the release number decimal point (e.g., V9.0 to V10.0). 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 futureServicee which Conga makes available as a separately named and licensed software module.

**2 Restrictions & Responsibilities.**

- 2.1 You may use the Service only by the number of Users specified by the quantity of licenses in the applicable Order Form.
- 2.2 The Service is hosted in the continental United States, Europe or Australia.
- 2.3 You 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.
- 2.4 You acknowledge 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 ninety (90) days written notice to You if Service Updates will require other versions of browsers. Conga will make improvements to the Service and make Version Releases and Updates to the Service as appropriate.
- 2.5 Conga will provide Documentation explaining how to access the Service and use all functions of the Service.
- 2.6 Conga will store and backup Customer Data in the Service.
- 2.7 If Conga will have access to any part of Your computer system, Conga agrees that each individual having access will:
  - 2.7.1 Be assigned a separate log-in ID by Customer and will use only that ID when logging on to Customer's system;
  - 2.7.2 Log-off Your system immediately upon completion of each session of service;
  - 2.7.3 Not allow other individuals to access Customer Data; and
  - 2.7.4 Keep strictly confidential the log-in ID and all other information that enables such access.

- 3 **Return of Customer Data.** Upon termination of this Agreement, Conga shall return Customer Data maintained in the Service in a PostGres 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, You can download Your documents and files stored in the Service, in the format they are stored, at any time during Your access to the Service.

**Exhibit B-5**  
**Conga Collaborate Service Schedule**

If You are purchasing subscriptions to the Conga Collaborate services, then the terms of this Service Schedule apply to those Conga Collaborate services. In this Service Schedule, the term “**Service**” refers only to Conga Collaborate.

**1. Conga Collaborate Service Overview**

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

**2. Security**

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

**Exhibit B-6**  
**Conga AI Analyze Service Schedule**

If You are purchasing Conga AI Analyze, as indicated on the applicable Order Form, then the terms of this Service Schedule apply to the Conga AI Analyze product (the “Service”). Capitalized words shall have the meaning prescribed to them in the Agreement including Exhibit A, or as defined in this Conga AI Service Schedule. The terms and conditions in this Conga AI Service Schedule will prevail over the Agreement regarding only the subject matter of this Conga AI Service Schedule.

“**AI Analyze Events**” means the analysis of a single document by Conga AI Analyze based on the contract type designated by You and Your blueprint configuration.

**Conga AI Analyze Service**

1. The Service delivers key artificial intelligence (AI) technologies which allow You to better organize, analyze, and manage key information in Your contracts and legal documents. The Service uses machine learning models to identify key information outlined in Your contracts and documents which allows You to more easily identify key risks, obligations, and opportunities.
2. You may use the Service based on a per User basis with unlimited document analysis or for a specific number of AI Analyze Events as described on an Order Form.
3. The Service is hosted within the continental United States or may be hosted in Europe or Australia upon request.
4. Conga does not claim ownership of Your Customer Data or Confidential Information including the documents that You process with the Service.
5. The Service will use Your Customer Data to train the machine learning models for Your instance of the Service. Your Customer Data is not used to train models for other Conga customers.
6. Conga will delete all Your stored Customer Data and any model data from the Service within 90 days of termination. Your Customer Data may be downloaded by You during Your access to the Service.