

End User License Agreement

Version 1.6

Effective May 23rd 2024



This End User License Agreement is entered into by and between Conga Corporation ("**Conga**") and the customer identified in the Order Form or other applicable transaction ("**Customer**") in connection with Customer's purchase of Subscription Services from an entity that has contracted with Conga to resell Subscription Services, and with whom Customer has contracted directly to purchase the applicable Subscription Services ("**Reseller**").

YOU MUST READ AND AGREE TO THIS AGREEMENT PRIOR TO DOWNLOADING AND/OR USING THE SUBSCRIPTION SERVICES. BY CLICKING ON THE "ACCEPT" BUTTON, SIGNING AN ASSOCIATED ORDER, OR DOWNLOADING, INSTALLING AND/OR USING THE SUBSCRIPTION SERVICES, YOU ARE AGREEING TO BE BOUND BY THE TERMS ON BEHALF OF CUSTOMER.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF YOUR EMPLOYER OR ANOTHER LEGAL ENTITY, THEN YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT ENTITY AS THE CUSTOMER.

Conga may amend this Agreement from time to time by posting an amended version at its website and sending Customer notice thereof (an email to Customer's project sponsor or designated contact shall be deemed sufficient in this case). Such amendment will be deemed accepted and become effective thirty (30) days after such notice (the "**Proposed Amendment Date**") unless Customer first gives Conga written notice of rejection of the amendment. In the event of such rejection, this Agreement will continue in its existing form, and the amendment will become effective at the start of Customer's next Subscription Term following the Proposed Amendment Date. Customer's continued use of the Subscription Services following the Proposed Amendment Date will confirm Customer's consent thereto. This Agreement may not be amended in any other way except through a written agreement by authorized representatives of each party.

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

1. Subscription Services.

1.1 Scope. This End User License Agreement applies to Customer's use of the online subscription services, including associated offline components, and packaged technical support services provided or managed by Conga (collectively, the "**Subscription Services**") that are listed in one or more subscription-based ordering documents signed by Reseller and Customer, or other applicable transaction, including purchase via an application exchange marketplace, (each, an "**Order Form**"). This End User License Agreement and all executed Order Forms, including any addenda and exhibits, are collectively referred to as the "**Agreement.**"

1.2 Provision of Subscription Services. During the period of time beginning on the applicable Subscription Start Date and ending on the Subscription End Date, as set forth in the Order Form (the "**Subscription Term**"), Conga will (i) make the Subscription Services available to Customer for access and use solely for Customer's internal business purposes in accordance with the terms and conditions set forth in this Agreement; and (ii) provide the Subscription Services in a manner consistent with general industry standards reasonably applicable to the provision thereof.

1.3 Subscription Services Users. Subject to the limits set forth in the Order Form, Customer may authorize Customer's employees and contractors, acting on its behalf, to use the Subscription Services and will supply user identifications and passwords for such individuals ("**Users**"). Customer may increase the number of Users pursuant to an add-on Order Form(s). Unless otherwise specified in the relevant Order Form, the term of the additional User subscriptions will be coterminous with the expiration of the then current Subscription Term.

1.4 Technical Support. Conga will provide trouble handling and break/fix support services in accordance with the Order Form, and as further described, if applicable, at: </legal-center/technical-support> (</legal-center/technical-support>).

1.5 SFDC's Role. If the applicable Subscription Services are hosted on the customer relationship management platform provided by Salesforce.com, Inc. ("**Salesforce Platform**"), Customer recognizes and agrees that its access to the Salesforce Platform via the Subscription Services is subject to the SFDC Terms of Use, made available by

Salesforce

here:

https://www.salesforce.com/content/dam/web/en_us/www/documents/legal/Agreements-agreements-and-terms/Reseller-Pass-Through-Terms.pdf
(https://www.salesforce.com/content/dam/web/en_us/www/documents/legal/Agreements-agreements-and-terms/Reseller-Pass-Through-Terms.pdf).

2. Use of the Subscription Services.

2.1 Customer Responsibilities. Customer is responsible for all User activities and User accounts. Customer will: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all electronic data or information submitted by Customer to the Subscription Services (“**Customer Data**”); (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Subscription Services, and notify Reseller and Conga promptly of any such unauthorized access or use; (iii) comply with all applicable local, state, federal, and foreign laws in using the Subscription Services; and (iv) use the Subscription Services only in accordance with the Agreement. Conga reserves the right to audit Customer’s use of the Subscription Services no more than once each calendar year to ensure compliance with the terms of the Agreement. In the event that Conga discovers that Customer’s actual usage of the Subscription Services exceeds the amount of Users set forth in the applicable Order Form, then, without limiting Conga’s other rights and remedies under this Agreement, Conga will be entitled to issue an invoice to Customer for such additional Users. As between Customer and Conga, Customer exclusively owns all rights, title and interest in and to all Customer Data.

2.2 Use Guidelines. Customer will not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Subscription Services available to any third party, other than as contemplated by this Agreement; (ii) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or in violation of third party privacy rights; (iv) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (v) interfere with or disrupt the integrity or performance of the Subscription Services or the data contained therein; (vi) attempt to gain unauthorized access to the Subscription Services or related systems or networks; or (vii) use the Subscription Services in excess of the usage limitations set forth in the applicable Order. User subscriptions are for individual 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

Data Security Exhibit

Version 2.1

Effective May 23rd 2024



This Data Security Exhibit ("**Exhibit**") applies in addition to any existing Master Services Agreement, similar subscription agreement, or End User License Agreement (collectively, the "**Agreement**") between Conga Corporation ("**Conga**") and the customer that is a party to such Agreement ("**Customer**"). In the event of any conflict between this Exhibit and the Agreement, this Exhibit shall prevail to the extent of any inconsistency. In the event of any conflict between this Exhibit and any Order executed hereunder, this Exhibit shall prevail to the extent of any inconsistency, except with regard to any provision of any Order that specifically identifies a conflicting provision of this Exhibit and states that the conflicting provision of this Exhibit does not prevail. All capitalized terms, if not otherwise defined herein, shall have the meaning set forth in the Agreement.

Conga may amend this Exhibit from time to time by posting an amended version at its website and sending Customer notice thereof (an email to Customer's project sponsor shall be deemed sufficient in this case). Such amendment will be deemed accepted and become effective thirty (30) days after such notice (the "**Proposed Amendment Date**") unless Customer first gives Conga written notice of rejection of the amendment. In the event of such rejection, this Exhibit will continue under their original provisions, and the amendment will become effective at the start of Customer's next term following the Proposed Amendment Date. Customer's continued use of the Subscription Services purchased under the Agreement following the effective date of an amendment will confirm Customer's consent thereto. This Exhibit may not be amended in any other way except through a written agreement by authorized representatives of each party.

1. Definitions.

"**Security Incident**" means the reasonable suspicion of, discovery by, or notice to, Customer or Conga that:

- (a) Customer Data has been disclosed, accessed or obtained by an unauthorized person;
- (b) systems have been compromised; or
- (c) a person has threatened the unauthorized disclosure, access to or obtaining of any Customer Data.

“Law(s)” means all laws, regulations, ordinances, rules and orders of any court or government body.

“Personnel” means employees and contractors who perform activities in connection with the handling of Customer Data.

“Personal Information” means information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context.

2. General Obligations.

Conga agrees to maintain a data security program that includes administrative, technical and logical safeguards designed to protect the confidentiality, integrity, and availability of Customer Data and protect it from disclosure, improper alteration, or destruction. The measures implemented and maintained by Conga for the Subscription Services will be subject to annual certification of compliance with ISO 27001 and SOC 2 Type 2 standards.

2.1 Risk Assessment and Treatment.

As part of annual ISO 27001 certification, Conga maintains a risk assessment program pertaining to the treatment and handling of Customer Data that has been approved by management, and communicated to all employees.

2.2 Access Controls.

(a) Conga Personnel’s access to data processing systems is only granted to authenticated users based on a role-based authorization concept using the following measures: Data encryption, individualized password assignment (at least 8 characters, regular automatic expiration), employee ID cards, password-protected screen savers in case of inactivity, intrusion detection systems and intrusion-prevention systems, and regularly updated antivirus and spyware filters in the network and on the individual PCs and mobile devices.

(b) Conga’s provisioning process requires Conga Personnel to change the authentication method upon initial login. Access revocation for Conga Personnel is conducted upon termination or role change. Conga Personnel role changes resulting in additional access require VP or above approval. Conga uses the least privilege model to ensure access is granted on an approved need to perform job functions. Conga reviews access quarterly.

(c) Conga employs managed firewalls to control access and allow only authorized traffic to Conga infrastructure. In addition, Conga employs security controls to manage ingress and egress of data based upon protocol, port, source and destination within the environment. Any traffic not adhering to these strict access controls is discarded at the Internet boundary. Internally at Conga, host-based intrusion detection and monitoring systems are deployed at the server and network layers, respectively.

(d) Customer has the ability to limit access to the Subscription Services to authorized Customer Personnel to prevent unauthorized access to Customer Data, including through the use of multifactor authentication.

(e) Subscription Service access logs are maintained.

2.3 Encryption. All Customer Data, including Personal Data, is encrypted at rest and, in transit, using TLS encryption technology. TLS connections are negotiated for at least 256-bit encryption or stronger.

2.4 Conga Restrictions. Conga will not, except as necessary to perform its obligations set forth in the Agreement:

(a) use or disclose any Customer Data for any purpose other than as is strictly necessary to perform its obligations as set forth in the Agreement;

(b) copy, use, reproduce, display, perform, modify, destroy or transfer any Customer Data or works derived from Customer Data; nor

(c) sell any Customer Data, or anything that includes any Customer Data, to any person.

2.5 Backups. Conga performs daily backups of Customer Data and retains such data for thirty (30) days. However, for Subscription Services hosted on the Salesforce Platform, Conga does not backup Customer Data due to the nature of such Subscription Services and the Salesforce Platform, provided Customer may extract Customer Data from the Salesforce Platform to perform its own backups.

2.6 Physical Security of Data Centers. Buildings are protected with appropriate access control systems, based on a security classification and an appropriately defined access authorization concept. Buildings are secured by access control measures using a card reader system. Depending on the security category, property, buildings or individual areas are secured by additional measures such as special access profiles, separation locks, video surveillance and security personnel. Access rights for authorized persons are granted individually according to defined criteria. This also applies to external persons.

3. Compliance with Laws.

3.1 Regulatory Cooperation. If Conga collects, accesses, receives, stores or otherwise handles any Customer Data that becomes subject to a regulatory inquiry, notification or other action required by all applicable Laws, Conga agrees to assist and cooperate to meet any obligation to the relevant regulatory authority.

3.2 Right of Access. Conga will cooperate with and assist Customer, as necessary, to enable any individual exercising their right of data access,

correction, deletion or blocking of Personal Information under any applicable Law.

4. Disclosure by Law.

If Conga is required by any Law to disclose any Customer Data, Conga will:

- (a) to the extent permitted by applicable Law, give Customer prior notice of the obligation as soon as practical after becoming aware; and
- (b) take all steps to enable Customer an opportunity to prevent or limit the disclosure of the Customer Data.

5. Security Awareness and Training.

(a) Conga has developed a mandatory security awareness and training program for all members of Conga cloud service operations, which includes:

- (i) training on how to implement and comply with its information security program; and
- (ii) promoting a culture of security awareness through periodic communications from senior management with employees.

(b) All Conga employees are required to complete security and privacy awareness training as part of onboarding and on an ongoing annual basis and must agree to Conga's privacy and confidentiality requirements.

6. Scans and assessments.

6.1 Scans. In order to maintain the security of the Subscription Services, regular network and system scans are performed, including non-intrusive network scans on customer-facing infrastructure.

6.2 Assessments. Conga utilizes external service providers to perform an application vulnerability assessment biannually and application penetration test annually.

6.3 Patching. A software patching process is in place to remedy vulnerabilities in a timely manner based on scans and assessments.

6.4 Results. A summary of the results of the most recent vulnerability assessments will be made available to Customer upon request.

7. Security incidents and response. Conga has a rigorous incident management process for security events that may affect the confidentiality, integrity, or availability of systems or data. If an incident occurs, the security team logs and prioritizes it according to its severity. Events that directly impact customers are assigned the highest priority. This process specifies courses of action, procedures for notification, escalation, mitigation, and documentation. Key staff are trained in forensics and handling evidence in preparation for a Security Incident, including third-party and proprietary tools. To help ensure the swift resolution of Security Incidents, the Conga security team is available 24/7 to all Conga employees. Conga has a response plan that includes procedures to be followed in the event of a Security Incident, including formation of an internal incident response team assessing the risk the

incident poses and determining who may be affected, and mitigate additional risk or impact.

(a) **Notification.** Internal reporting as well as Customer notification in the event of unauthorized disclosure of Customer Data in accordance with the Agreement. Conga will coordinate communication between Conga technical support and the Customer points of contact Conga has on record.

(b) **Recordkeeping.** Customer Data is managed according to the Agreement (including this Data Security Exhibit).

(c) **Audit.** Conducting and documenting root cause analysis and remediation plans.

8. Contingency Planning / Disaster Recovery.

(a) Excluding components of the Subscription Services operated by Salesforce.com, Inc., Conga infrastructure and, where applicable, Customer Data, are maintained and stored for the purposes of assuring availability or recoverability in the event of a disaster are maintained on redundant systems with the same data security standards as in production environments. Availability and resilience of systems and services are ensured by isolating critical IT and network components, by providing adequate backup and redundancy systems, using power redundancy systems, and regularly testing of systems and services. Test and live systems are kept completely separated.

(b) The availability of and access to Personal Data in the event of a physical or technical incident shall be restored by taking the following measures: Personal data is stored in RAID systems and integrates redundant systems according to security marking. Systems for uninterruptible power supplies (e. g. UPS, batteries, generators) are used to secure the power supply in the used data centers. Additionally, databases or data centers are mirrored in different physical locations.

(c) Recovery Time Objective ("**RTO**") is Conga's objective for the maximum period of time between Conga's decision to activate the disaster recovery processes to failover the Subscription Services to a secondary site due to a declared disaster and the point at which our customers can resume production operations at a secondary site. If the decision to failover is made during the period in which an upgrade is in process, the RTO extends to include the time required to complete the upgrade. The RTO is twenty-four (24) hours.

(d) Recovery Point Objective ("**RPO**") is the objective for the maximum period of data loss measured as the time from which the first transaction is lost until Conga's declaration of the disaster. The RPO is one (1) hour. There is no RPO associated with the Subscription Services. However, for Subscription Services hosted on the Salesforce Platform,

there is no RPO due to the Subscription Services and the Salesforce Platform.

9. Audit Controls.

Hardware, software and/or procedural mechanisms are maintained to record and examine activity in information systems that contain or use electronic information, including appropriate logs and reports concerning these security requirements.

10. Portable media.

Conga does not store Customer Data on desktops, laptops or other removable storage devices which are housed outside of a secured data center.

11. Secure Disposal.

Upon Customer request, Conga will dispose of tangible property containing Customer Data, using available technology, such that Customer Data cannot be practicably read or reconstructed.

12. Testing. Conga will periodically test and evaluate the key controls and operations against relevant compliance frameworks to validate that they are properly implemented and effective in addressing the threats and risks identified.

13. Monitoring.

Conga will monitor network and production systems, including error logs on servers, disks and security events for any potential problems, including:

(a) reviewing changes affecting systems handling authentication, authorization, and auditing; and

(b) reviewing User and privileged (e.g. administrator) access to Conga production systems.

14. Change and Configuration Management.

Conga has a well-defined System Development Life Cycle (SDLC) methodology that governs the application development and change management process. Conga enforces that the SDLC policies and procedures are reviewed annually and are updated on an as-needed basis to reflect changes in the operating environment. Further, Conga will maintain policies and procedures for managing changes to production systems, applications, and databases, including:

(a) a process for documenting, testing and approving the promotion of changes into production; and

(b) acceptance testing and approval processes specifically related to standard bug fixes, updates, and upgrades made available for the Subscription Services.

15. Background Checks.

Conga shall perform background checks for its employees who will have access to Customer Data. Such background checks shall include:

- (a) for all employees, a criminal record search for previous seven years;
- (b) for U.S.-based employees, verification of social security number for previous five years; and
- (c) verification of eligibility to lawfully work in the United States (or applicable country).

16. HIPAA.

If Conga processes Protected Health Information (“**PHI**”), as defined in the Health Insurance Portability and Accountability Act (“**HIPAA**”) and its implementing regulations, as amended, on behalf of Customer, Conga shall, in addition to the obligations set forth in this Agreement, (i) enter into a form of Business Associate Agreement; and (ii) make its internal practices, books and records relating to the use and disclosure of PHI available to the U.S. Department of Health and Human Services, as may be required by HIPAA.

ongoing use of the Subscription Services. At all times, Customer remains responsible for Users and their use of the Subscription Services. A breach of the Agreement by any User will be considered a breach by Customer hereunder.

2.3 Resale Compliance. In the event Customer subscribes to the Subscription Services through a Reseller, and Customer's use of the Subscription Services is out of compliance with the entitlements, limits, and constraints of an applicable ordering document with such Reseller ("Resale Order Form"), upon notice from Conga, Customer shall either: (a) cure such non-compliance or (b) sign an additional Resale Order Form to reflect Customer's actual use of the Subscription Services. If, within ten (10) days after Conga initially provided notice of non-compliance hereunder, Customer remains out of compliance with the Resale Order Form and/or Partner has not signed such additional Resale Order Form, Conga reserves the right to suspend Customer's access to the Subscription Services, immediately and without liability to Customer. Conga shall provide Customer with reasonable evidence of Customer's non-compliance upon request.

3. Use of Services Attributes and Anonymized Data.

Conga may collect, use and disclose quantitative and other usage information ("**Services Attributes**") for industry benchmarking, analytics, marketing, and other business purposes. For the sake of clarity, no Personal Data or Customer Data will be collected. Services Attributes will be considered in the aggregate form only and will not identify Customer or its Users ("**Anonymized Metadata**"). Conga retains all rights, title and interest in and to Anonymized Metadata.

4. Purchase Agreement.

Customer will comply with the terms of its separate subscription agreement with Reseller, including each Order Form (collectively, the "**Purchase Agreement**"). Customer acknowledges that compliance with the terms of the Purchase Agreement is a material condition under this Agreement, and if Reseller notifies Conga that Customer is in breach of such Purchase Agreement, Conga may consider the Customer to be in breach of this Agreement.

5. Proprietary Rights.

5.1 Reservation of Rights. Customer acknowledges (i) that in providing the Subscription Services, Conga may utilize (A) Conga Corporation and Conga marks and brands, including the conga.com name, the Conga

logo, the Conga.com domain name, the product and service names associated with the Subscription Services, and other trademarks and service marks; (B) certain audio and visual information, documents, software and other works of authorship; and (C) other technology, software, hardware, products, processes, algorithms, user interfaces, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information (collectively, "**Conga Technology**"); and (ii) that the Conga Technology is covered by intellectual property rights owned or licensed by Conga (collectively, "**Conga IP Rights**"). Other than as expressly set forth in this Agreement, no license or other rights in or to the Conga Technology or Conga IP Rights are granted to Customer, and all such licenses and rights are hereby expressly reserved.

5.2 Restrictions. Customer will not, and will ensure that its Users do not, directly or indirectly, (i) modify, copy, translate or create derivative works based on the Subscription Services or Conga Technology; (ii) remove any proprietary notices or labels from the Subscription Services; (iii) make the Subscription Services, including Conga database field, available to anyone other than Users, or use the Subscription Services for the benefit of any unrelated third party; (iv) disassemble, reverse engineer, decompile or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Subscription Services or any software, documentation or data related to or provided with the Subscription Services; (v) use or access the Subscription Services or Conga Technology to build or support, and/or assist a third party in building or supporting, competitive products or services, or similar ideas, features, functions or graphics of the Subscription Services; or (vi) include the Subscription Services in a service bureau or outsourcing offering.

6. Indemnification.

6.1 Indemnification by Customer. Subject to this Agreement, Customer will (i) defend, or at its option settle, any claim, demand, action or legal proceeding ("**Claim**") made or brought against Conga by a third party alleging that (I) Customer Data, Customer's or a third party's technology, software, materials, data or business processes; (II) a combination of the Subscription Services with non-Conga products or services; or (III) Customer's use of the Subscription Services, other than as authorized in this Agreement, violates applicable law or regulations or infringes the intellectual property rights of, or has otherwise harmed, a third party; and (ii) pay (a) any final judgment or award directly resulting from such Claim, or (b) or those damages agreed to in a monetary settlement of such Claim.

6.2 Procedure. As a condition to Customer's obligations under this Section 6, Conga must (a) promptly give written notice of the Claim to Customer; (b) give Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle or defend any Claim unless it unconditionally releases Conga of all liability); and (c) provides to Customer, at Customer's expense, all reasonable assistance.

7. No Liability.

IN NO EVENT SHALL CONGA HAVE ANY DIRECT LIABILITY TO CUSTOMER FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES BASED ON LOST PROFITS, HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. Term & Termination.

8.1 Term of Agreement and User Subscriptions. This Agreement commences on the Effective Date and ends on the date that all User subscriptions granted in accordance with Order Forms have expired or been terminated. User subscriptions commence on the start date specified in the relevant Order Form and continue for the Subscription Term specified therein.

8.2 Uninstall and Delete. Upon termination or expiration of the Agreement, Customer will uninstall and delete from all Customer desktop, mobile, server, web and other environments, any Conga provided software related to the Subscription Services. This includes managed packages or other software that has been installed in Customer environments.

8.3 Termination for Cause. Customer's use of the Subscription Services may be immediately terminated or suspended upon notice due to (i) any material breach of the Agreement; (ii) termination or expiration of your relationship with Reseller for any reason; or (iii) Reseller's breach of its obligations to Conga appertaining to the provision of the Subscription Services on behalf of Customer.

9. Third Party Beneficiary.

Conga shall be a third party beneficiary to the Purchase Agreement between Customer and Reseller solely as it relates to this Agreement.

Service Level Agreement

Version 2.2

Effective May 23rd 2024



This Service Level Agreement (“**SLA**”) applies in addition to the Master Services Agreement, or similar subscription agreement, (whether formed by separately executed agreement or by acceptance of the Master Services Agreement located at </legal-center/master-services-agreement> (</legal-center/master-services-agreement>)) in place between Conga Corporation (“**Conga**”) and Customer (“**Agreement**”). In the event of any conflict between this SLA and the Agreement, this SLA shall prevail to the extent of any inconsistency.

Definitions:

“**Subscription Services**” means the the online subscription services, including associated offline components, provided or managed by Conga.

Availability: Conga warrants the Subscription Services will generally be available 99.5% of the time, except as provided below. General availability will be calculated per calendar quarter, as follows:

$$\frac{[(total - nonexcluded - excluded) * 100]}{total - excluded} \geq 99.5\%$$

Where:

- *total* means the total number of minutes for the quarter
- *nonexcluded* means downtime that is not *excluded*
- *excluded* means the following:
 - Any planned downtime. (NOTE - Conga planned downtime for scheduled maintenance takes place between 10:00 pm Friday and 1:00 pm PST Sunday. If the Subscription Services are hosted on the salesforce.com platform, then Conga will use the same maintenance schedule as published and used by salesforce.com.)
 - Any period of unavailability lasting less than 5 minutes.
 - Any unavailability caused by circumstances beyond Conga’s reasonable control, 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 employees), or delays involving hardware, software or power systems not within Conga possession or reasonable control, and network intrusions or denial of service attacks.

Except as provided in the preceding sentence, unavailability for some specific features or functions within the Subscription Services, while others remain available, will not constitute unavailability of the Subscription Services.

Penalties: Should Conga fail to meet 99.5% general availability of the Subscription Services for a calendar quarter, and this downtime significantly affected Customer's ability to use the Subscription Services, Customer may continue to use the Subscription Services, but will receive credit for one half day of its Conga subscription, in that quarter, for each two hours of general Subscription Services unavailability below 99.5%. Any such credit may be applied only against future invoices for Subscription Services. The penalties specified in this "Penalties" section shall be the sole remedies available to Customer for breach of this SLA.

Reporting and Claims: To file a claim under this SLA, Customer must send an email to sla@conga.com (<https://legal.conga.com/sla@conga.com>), with the following details:

- Billing information, including company name, billing address, billing contact and billing contact phone number
- Downtime information with dates and time periods for each instance of downtime during the relevant period
- An explanation of the claim made under this SLA, including any relevant calculations

Claims may only be made on a calendar quarter basis and must be submitted within 30 days after the end of the relevant quarter, except for periods at the end of a subscription agreement that do not coincide with a calendar quarter, in which case Customer must make any claim within 30 days after the end of its subscription agreement.

All claims will be verified against applicable system records. Should any periods of downtime submitted by Customer be disputed, Conga will provide to Customer a record of Subscription Services availability for the period in question. Conga will only provide records of system availability in response to good faith Customer claims.