



## MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement (“**Agreement**”) is made and entered into as of the date of last signature below between Customer, as identified below, and **Apttus Corporation** (“**Conga**”), a Delaware corporation, with its principal place of business at 13699 Via Varra, Broomfield, CO 80020.

1. Purpose. The parties wish to engage in discussions concerning a business opportunity of mutual interest (**the “Purpose”**) and in connection with the Purpose, each party may disclose (**the “Disclosing Party”**) to the other (**the “Receiving Party”**) certain confidential technical and business information that the Disclosing Party desires the Receiving Party to treat as confidential.

2. “Confidential Information” means any and all technical, operational, financial, and business information disclosed by the Disclosing Party to the Receiving Party, which (i) the Disclosing Party designates in writing as being confidential to the Receiving Party, or (ii) under the circumstances surrounding its disclosure or by reason of its nature should be reasonably understood as being confidential by the Receiving Party. "Confidential Information" includes, without limitation, any information or communication in tangible or intangible form relating to Disclosing Party’s trade secrets, business, contracts, business plans, sales, pricing, marketing plans, promotional strategies, customer information, product plans, designs, records, finances, financial projections, assets, strategies, trade secrets, research and development, operations, organizational structure; software as a service, software programs and software source documents, hardware products, formulas, techniques, technology, technical data, know-how, any data and information that reveals the processes, methodologies, technology or know-how by which the disclosing party’s existing or future products, services, applications and methods of operation are developed, conducted or operated; (iii) the scope or terms of any engagement that the Disclosing Party may have; and (iv) information received from others that the Disclosing Party is obligated to treat as confidential.

Confidential Information shall not include information which the Receiving Party can demonstrate: (i) was in its possession at the time of disclosure without restriction as to confidentiality, (ii) was generally available to the public at the time of disclosure or became generally available to the public after disclosure through no breach of this Agreement or other wrongful act by the Receiving Party, (iii) was rightfully received from a third party without restriction on disclosure, or (iv) is independently developed by the Receiving Party without use of or reference to the Confidential Information of the Disclosing Party.

3. Non-use and Nondisclosure. For a period of three (3) years from the date of Disclosing Party’s disclosure of the applicable Confidential Information, the Receiving Party agrees: (i) to hold the Confidential Information in trust and confidence and avoid the disclosure or release thereof to any other person or entity by using the same degree of care as it uses to avoid unauthorized use, disclosure, or dissemination of its own Confidential Information of a similar nature, but under no circumstance less than reasonable care, and (ii) not use the Confidential Information for any purpose other than the Purpose expressly contemplated under this Agreement; provided that, to the extent the Confidential Information constitutes a trade secret under law, the Receiving Party agrees to protect such information for so long as it qualifies as a trade secret under applicable law. The Receiving Party may disclose the Confidential Information of Disclosing Party only to those of the Receiving Party’s employees, agents, consultants, and contractors having a need to know such Confidential Information for the Purpose, provided such employees, agents, consultants, and contractors are subject to confidentiality obligations at least as stringent as those herein.

4. Compelled Disclosure. The Receiving Party may disclose Disclosing Party’s Confidential Information as required to comply with binding orders of governmental entities that have jurisdiction over it; provided that, (i) to the extent legally permitted, the Receiving Party gives Disclosing Party reasonable written notice to allow Disclosing Party to seek a protective order or other appropriate remedy, (ii) the Receiving Party discloses only such Confidential Information as is required by the governmental entity, and (iii) provides reasonable assistance to the Disclosing Party (at the Disclosing Party’s expense) in contesting such disclosure. The Receiving Party shall not make any copies of the Disclosing Party’s Confidential Information, except as necessary for the



## MUTUAL NONDISCLOSURE AGREEMENT

Purpose (provided any copyright, confidentiality, or proprietary notices on the originals are duplicated in such copies), or as otherwise approved in writing by the Disclosing Party.

5. No Obligation. Nothing in this Agreement will obligate either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement.

6. No Reverse Engineering. The Receiving Party shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the Confidential Information provided by the Disclosing Party.

7. No License. Except for the limited right to use Confidential Information for the Purpose, no license under any patent, copyright, trademark or other intellectual property right is granted or conveyed under this Agreement or by any disclosure of Confidential Information made hereunder. The Receiving Party acknowledges that ownership of Disclosing Party's Confidential Information shall at all times remain with the Disclosing Party. The Receiving Party agrees not to remove any copyright, confidentiality, or proprietary notice from Disclosing Party's Confidential Information.

8. Term. Unless terminated as set forth in this Section 8, this Agreement shall govern disclosures of Confidential Information for a period of (1) year after the Effective Date (provided that the confidentiality obligations herein with respect to the Confidential Information shall survive any expiration or termination of this Agreement, as provided in Section 3). Either party may terminate this Agreement upon ten (10) days written notice to the other party. Termination of this Agreement shall not, however, relieve the Receiving Party of its obligations to safeguard Confidential Information as set forth herein, and all terms herein governing the nature, scope, and remedies for breach of those obligations shall survive the termination or expiration of this Agreement. Upon any termination or expiration of this Agreement, the Receiving Party shall, upon written request by Disclosing Party, return or destroy (at Disclosing Party's discretion) all Confidential Information provided by the Disclosing Party.

9. NO WARRANTY. DISCLOSING PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE ACCURACY, MERCHANTABILITY, COMPLETENESS, OR FITNESS FOR A PARTICULAR PURPOSE OF ANY CONFIDENTIAL INFORMATION HEREUNDER, AND ANY CONFIDENTIAL INFORMATION PROVIDED HEREUNDER IS PROVIDED "AS-IS."

10. Remedies. Each party acknowledges that a breach of the Receiving Party's obligations under this Agreement may cause irreparable harm to the other party for which there may be no adequate remedy at law. Therefore, in addition to all remedies available at law, the Disclosing Party shall be entitled to seek injunctive relief in the event of any threatened or actual breach of the Receiving Party's obligations under this Agreement.

11. Export. Each party agrees to fully comply with all relevant export laws and regulations of the United States and any other applicable jurisdiction and to ensure that Confidential Information is not exported in violation of such laws.

12. Securities. The Receiving Party understands its obligations under applicable federal and state securities laws and regulations and shall not trade securities in any fashion that would constitute a violation of such securities laws and regulations due to its possession of Confidential Information.

13. Assignment. Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety, without the other party's consent, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of a direct competitor of the other party, then such assignment shall be void and this Agreement shall be terminated.



MUTUAL NONDISCLOSURE AGREEMENT

14. Miscellaneous. This Agreement will bind and inure to the benefit of the parties and their successors and assigns. This Agreement will be governed by the laws of the state of California, without reference to conflict of laws principles. This document contains the entire agreement between the parties with respect to the subject matter of this Agreement. Neither party will have any obligation, express or implied by law, with respect to trade secret or proprietary information of the other party except as set forth in this Agreement. Any failure by a party to enforce any provision of this Agreement will not constitute a waiver of that provision or of any other provision. If any provision of this Agreement is found to be invalid or unenforceable, the remaining portions will remain in full force and effect and such provision will be enforced to the maximum extent possible so as to achieve the intent of the parties. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties. This Agreement may be executed in two or more counterparts, each of which is deemed to be an original, but all of which constitute the same agreement. Facsimile and electronic copies of signatures shall have the same effect as originals. If a party elects to sign this Agreement electronically, it expressly acknowledges and agrees that such electronic signature is the legal equivalent of, and has the same force and effect as, a handwritten signature. All notices must be in writing and sent to the address for each party noted above. Notices will be effective upon: (a) receipt, if delivered by overnight courier or delivery services, (b) three (3) days after mailing, if sent by a form of certified mail, or (c) acknowledgment of receipt of electronic transmission.

Conga

Customer: \_\_\_\_\_



Authorized Signature for Conga

Authorized Signature for Customer

James Larsen

Printed Name

Printed Name

Deputy GC, Legal VP

Title

Title

08/03/2021

Date Signed

Date Signed