



Statement of Work

Salesloft Recording Migration Services

Summary

Salesloft, Inc. (“We” or “Salesloft”) is pleased to propose this Statement of Work (“SOW”) to Customer (“You” or “Customer”). This Statement of Work sets forth the scope of Professional Services to be provided by Salesloft to Customer, identified in the Order Form (and subject to payment of fees as set forth in the Order Form), in connection with Customer's access and usage of Salesloft's Subscription Services.

We have provided an approach that is designed to achieve the Customer’s strategic goals and ensure a smooth organizational transition. Our approach offers innovation and agility while managing costs predictably.

Scope

The scope of this Statement of Work is limited to the deliverables and Professional Services outlined below and specifically excludes any business requirements not listed below and any perceptions or assumptions based on conversations or product demonstrations that took place during the sales process. The Professional Services outlined below will be performed against one (1) instance of Salesloft and can incorporate one (1) instance of Gong.io or Clari. Any additional Salesloft, Gong.io, or Clari instances will require additional Professional Services and a Change Order to amend this SOW.

Phase 1: Plan

The Plan phase includes Project kickoff, alignment, and planning with the core Customer project team.

Project Kickoff

Consists of a 60-minute session to address the following:

- Introduce project teams
- Review project scope and timeline
- Finalize key project stakeholders
- Align strategic initiatives with onboarding timeline and milestones
- Outline the project next steps

User Workflow Mapping

Consists of one (1), 60-minute workshop focused on up to two (2) priority user roles to address the following:

- Review current processes, tools, workflows, and KPIs aligned to each end user role
- Understand common pain points and areas of opportunity for each end user role
- Identify “quick wins” for each end user role

Migration Planning

Consists of two (2), 30-minute workshops to address the following:

- Overview of current-state systems and call and/or meeting recordings
- Approach and documentation to define which recordings must be migrated
- Determine key milestones and ownership of the project plan

Plan Phase Materials

The following materials will be provided as a result of the sessions within the Plan phase:

- Onboarding Project Plan in shared Project Management tool
- Gong/Clari Migration template

Phase 2: Configure & Migrate

The Configure & Migration phase will focus on setting up key components of the Salesloft platform and completing migration-specific tasks. By the end of this phase, most recordings will be migrated into your Salesloft instance.

Salesloft Platform Configuration

Consists of up to one (1) 60-minute workshops to address the following:

- Review and determine appropriate configuration settings related to communication channels utilized with Salesloft.
- Determine the appropriate access and visibility to applicable components in the Salesloft Platform
- Review groups, roles, and available permissions.
- Review necessary configuration for Conversations and Coaching capabilities (if applicable)
- Discuss Salesloft governance plan for ongoing Customer administration

Configuration Wrap Up

Consists of one (1), 30 minute workshop to address the following:

- Review work completed during and following prior workshops
- Prepare for the Deploy phase

Enablement Review

Consists of one (1), 30-minute workshops, one for the end user role, to address the following:

- Review use case and “quick wins” for User Role
- Finalize training schedules, session responsibilities and agendas
- Align on manager and end user communication and change management plan

Recording Migration Services

Salesloft will migrate up to [recordingMigrationGongSowNumberCount_otX1wxz] units of call and/or meeting recordings from Gong.io/Clari to Salesloft’s instance.

The Customer must provide Salesloft with an Access Key and Access Key Secret to retrieve recordings through the Gong/Clari API.

The customer is required to provide the following Gong/Clari metadata via CSV:

- Gong/Clari Recording ID
- Meeting Title
- Meeting Date
- Meeting Duration
- Meeting Owner Email Address
- Account Name (optional)
- Salesforce Account ID (optional)
- Salesforce Opportunity ID (optional)

Configuration & Migrate Phase Materials

The following materials will be provided as a result of the sessions within the Configuration phase:

- Configured Salesloft application, per project plan

- Enablement Plans (Final enablement plan for some user roles may be completed in Deploy phase at Customer request, if timeline requires)
- Master template for recordings transferred to Salesloft

Phase 3: Deploy

The Deploy phase focuses on enabling all end users to fully adopt the Salesloft Platform. Recommended training flow may look like the following. Final flow will be defined in Enablement Plan:

- Manager training
- End User Training
- End User Q&A

Manager Training

Consists of one (1), 60-minute sessions to execute agreed upon manager training agenda. Training sessions may be delivered collaboratively, and Customer may be asked to demo any internal tools or processes during training sessions, particularly if workflows require steps within Customer's CRM.

End-User Training

Consists of up to 1 hour of live training for users. Training may be broken into one (1) or two (2) sessions, as defined in Final Enablement Plan. End User training may include:

- Salesloft Introduction
- Salesloft User Setup
- Salesloft application walkthrough of Conversations
- Salesloft user workflow training for Managing Conversations

Team Q&A

Consists of up to one (1), 30-minute sessions to address questions and reinforce behaviors for adopting Salesloft Platform.

- Feedback on early usage and adoption
- Open forum discussion on best practices, workflows and any necessary troubleshooting

Project Close

Consists of 30 mins of Q&A and platform walkthrough to confirm Migration Services have been completed and address any outstanding questions.

- Confirm project activities have been completed
- Discuss next steps and the hand-off process to the Salesloft Customer Success Team

Deploy Phase Materials

The following materials will be provided as a result of the sessions within the Deploy phase:

- Final Enablement Plans (if not all completed in Configuration phase)
- End User Trainings as defined and related recordings if applicable
- Project Close Presentation and transition to Customer Success

Roles and Responsibilities

While the Project Team will be more fully defined during the Kick-off call, below is a preliminary list of project roles and responsibilities.

Customer Role	Responsibility
Project Lead	The Project Lead is Salesloft's main point of contact at Customer during migration. Project Lead is responsible for driving the definition of use cases and business requirements to ensure delivery of scope as outlined in the SOW.
CRM Admin	The CRM Admin acts as a technology liaison for platform installation, field configuration, dashboard installation, and ongoing support in technical configuration of Customer systems as needed. CRM Admin helps navigate the path to production and determine ownership of ongoing internal support.
IT/Security Lead	The IT/Security lead will be responsible for ensuring the proper configuration of VoIP network for QoS; setup CNAME for custom tracking link, and enable SSO for the team.

Content Team	The Content team is responsible for creation of team Cadences, Templates, and Snippets. In many cases Marketing assists with content creation and ensures the proper flow of inbound leads.
Sales Manager	The Sales Manager will serve as the expert for workflows specific to their team and advocate for adoption of Salesloft with deployment.
Sales Trainer	If applicable, the Sales Training team will be crucial in aligning with the Salesloft team to train and deploy globally as well as create a library for any training resources created during the project. Sales Trainer will be responsible for ongoing training and enablement of future users after Onboarding is complete.
End Users	End Users will provide insights in discussions related to their current day to day in Planning and may be included in User Acceptance Workshops. End Users will participate in necessary End User trainings and Q&A sessions.
Salesloft Role	Responsibility
Lead Consultant	The Lead Consultant is generally responsible for performance of Professional Services and delivery of materials outlined in the SOW.
Solution Architect or Technical Consultant	The Solution Architect or Technical Consultant works with the Lead Consultant to coordinate technical activities outlined in SOW, and may assist with technical troubleshooting as needs arise within SOW term.

Project Assumptions

In addition to any other responsibilities or duties described in this Change Order, set forth below is a list of the obligations for which Customer is responsible, conditions on Salesloft’s performance, and assumptions upon which Salesloft has relied in agreeing to perform the Professional Services described in this Change Order.

- Customer will identify, and make available for the duration of this project, one primary contact to act as **Project Lead**, as described under Roles and Responsibilities (above).

- Customer holds primary responsibility for data quality of sufficient standards to achieve Customer goals.
- Access Requirements: To ensure sufficient time for data extraction and migration, a minimum of four weeks of access to the customer's system is required prior to the expiration of their current contract.
- Customer will provide all data, systems, and connectivity necessary for Salesloft to perform its obligations under this Statement of Work. Salesloft conducts commercially customary background checks on all new employees.
- Customer acknowledges and agrees that a separate Google Cloud instance outside of the Salesloft platform will be used to temporarily store Customer Data to support the Professional Services covered by this SOW. You may also be required to provide metadata outside of the Salesloft platform in order to enable Salesloft to properly upload and configure your instance of the Salesloft platform. Accordingly, there may be minor differences in technical security and privacy controls utilized during this process versus those prescribed in our security documentation, and additional manual processes or human intervention may be necessary to pull Customer Data from Customer's repositories to said instance, as well as from said instance to the Customer's Subscription Services. **Notwithstanding anything to the contrary in any written agreements between Customer and Salesloft, Customer acknowledges and agrees to these differences by authorizing Salesloft to store Customer Data in Salesloft's Google Cloud pursuant to this SOW.**
- Subject to the above, Salesloft will transfer the applicable units of call / meeting recordings as noted on the Order Form via Gong.io's or Clari's API from the Gong.io or Clari solution to the Google Cloud instance. Salesloft is not responsible for any issues relating to the Gong.io or Clari API.
- At the appropriate time, Salesloft will then transfer this data to the Salesloft Subscription Services using an internal back end tool.
- The Customer remains fully responsible for ensuring that it has all necessary rights and consents to access, transfer, and use the data being migrated from the third-party solution to Salesloft, including the rights, consents or licenses to access and use any third party solutions which store the applicable recordings and Customer Data (including without limitation Gong.io/Clari and the Gong.io/Clari API), to the extent necessary for Salesloft perform its obligations under the SOW. The Customer acknowledges and agrees that Salesloft may use a third-party subprocessor to help facilitate the migration of this data to the separate Google Cloud instance and to the Salesloft Subscription Services.

- All Professional Services will be delivered in English and during US and/or UK time zone standard working hours.
- Due to the nature of an uploaded file, the following features which are typically available via the Salesloft Subscription Services functionality, may be unavailable for some or all uploaded recordings.
 - Recap is only available for English transcriptions
 - Tracker terms and transcriptions are only available in Dutch, English, French, German, Italian, and Spanish.

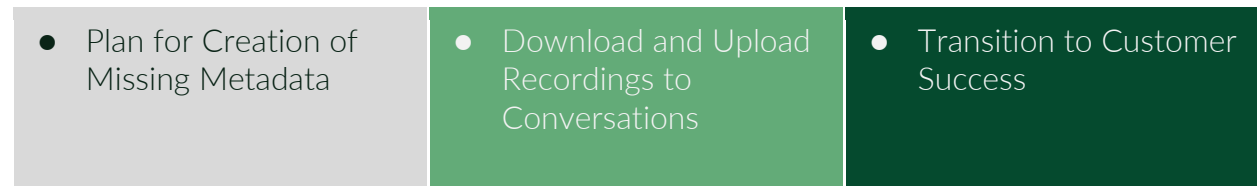
Customer Cooperation

Customer will cooperate reasonably and in good faith with Salesloft in its performance of Professional Services by, without limitation:

- Allocating sufficient resources and time to perform any tasks reasonably necessary to enable Salesloft to perform its obligations under each SOW.
- Delivering in a timely manner any customer collateral and other obligations required under each SOW
- Ensuring quality of recording data to be migrated to Salesloft platform
- Sharing requested documentation to support SOW activities, which may include but is not limited:
 - Any technical architecture documentation
 - Any documentation related to required processes/workflows
- Responding in a timely manner to Salesloft’s inquiries related to the Professional Services.
- Actively participating in scheduled project meetings, completing accurate and timely information, data, and feedback all as reasonably required.

Timeline

Plan	Configure & Migrate	Deploy
Weeks 1 - 2	Weeks 2 - 4	Weeks 5 -8
<ul style="list-style-type: none"> ● Project Kickoff ● User Workflow Mapping 	<ul style="list-style-type: none"> ● Conversations Configuration ● Enablement Planning 	<ul style="list-style-type: none"> ● Manager Training ● End User Training ● Q&A ● Project Close



Timeline outlined above reflects the recommended timeline for each phase of a Recording Migration. Actual timeline for each phase may differ by one (1) - two (2) weeks, and will be determined in Plan phase and documented in final project plan. The maximum duration for this project is ten (10) weeks.

Projects requiring additional workshops, consulting, materials and/or configuration outside of the scope and timeline detailed in this SOW will require a Change Order.

Professional Services shall begin on a date to be mutually agreed upon in writing (email acceptable) by Salesloft and Customer. If the date initially agreed upon is subsequently rescheduled at Customer's request to a later date within fourteen (14) days of the originally scheduled start date, Salesloft reserves the right to charge a rescheduling fee equal to 10% of the estimated total Professional Services fee under this SOW.

Location of Work Facilities

With the exception of any onsite service additions specified under Implementation Fees, all the Professional Services under this SOW shall be performed remotely.

Change Requests

The Implementation Fees outlined above are for the Professional Services outlined under Scope. Any additional system functions, business processes, source systems, etc. identified during the Project may increase the overall Implementation Fees and/or timeline. Any such change must be agreed upon by both parties in a Change Order to this Statement of Work. Additional Fees may also be required in the event that Customer does not complete the Project Assumptions or Customer Cooperation requirements in a timely manner, including where timelines must be modified due to such failure to complete.

Travel Expenses

Salesloft will invoice Customer separately for fees and expenses incurred in performing the Professional Services. Where the parties mutually agree that all or a portion of the

Professional Services covered by this SOW will be provided on-site or in-person, Customer shall be responsible for the travel and out-of-pocket expenses (including but not limited to, transportation, lodging, meals, authorized purchases of data and other customary travel expenses) of the Salesloft personnel involved.

Cancellation

No refunds or credits of Professional Services fees will be issued for cancellations made following the effective date of this SOW, which shall be the same (unless otherwise stated herein) as the effective date of the Order Form attached hereto.