Clickwrap Order Form Rider

This Clickwrap Order Form Rider ("Rider") governs your use of and access to the Services and API (as defined herein) provided by Ironclad, Inc. ("Ironclad") in connection with the attached Order Form. The Order Form and this Rider are a part of and incorporate by reference the Agreement (as defined in the Order Form). For the avoidance of doubt, the Services are included in the definition of "Enterprise Services" in the Agreement. In the event of any conflict or inconsistency between the Agreement and this Rider solely with respect to the Services, the terms and conditions in the Rider will prevail and be controlling. This Rider is effective as of the Effective Date of the Order Form.

Ironclad may modify the terms of this Rider at any time, provided that such modification shall only be effective as of the beginning of your next renewal term unless otherwise mutually agreed upon by the parties in writing. You will have an opportunity to review and accept the modified Rider. If you fail to accept such modified Rider, Ironclad reserves the right to terminate your access and use of the Services and API upon the termination of your Subscription Term, or next renewal term, as applicable.

1.SERVICES

1.1 Services. During the Subscription Term, and subject to all terms and conditions of this Rider, Ironclad will use commercially reasonable efforts to provide the Services and API consistent with the description in your Order Form. Ironclad may provide the Services and API using third party vendors or service providers. You agree to pay Ironclad the Subscription Charges, in the amounts and at the times specified in your Order Form. You will have the right to register your Authorized Users, who may access and use the Service.

Your use of the Services under an Order Form may be measured based on the number of Seats described in the Order Form. Once a per-Seat service plan is established, the right of the named Authorized User to access and use the Services is not transferable; any additional or differently named Authorized Users must purchase per-Seat service plans to use the Services. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your account and impose additional charges for such additional Seats on an ongoing basis. Your use of the Services and/or API shall include only those features (and including only those Signing Methods) expressly set forth in your Order Form.

1.2 Changes to the Services. Ironclad may also make commercially reasonable modifications to the Services from time to time without prior notice. Ironclad may make changes to the service plan described in your Order Form at any time. After 30 days' notice to you of a change to a service plan in your then applicable Order Form, if you continue to use the Services or API beyond the expiration of your then current Subscription Term, such use in the subsequent renewal term will be governed by the modified service plan.

1.3 Limitations. Ironclad will not be responsible or liable for any failure in the Services or API to the extent such failure results from or is directly attributable to (a) your Systems, (b) network, telecommunications or other service or equipment, (c) your products or services or third party products or services procured or provided by you, (d) your gross negligence or willful misconduct or the gross negligence or willful misconduct of third parties engaged by you, (e) any Force Majeure Event, (f) scheduled maintenance or (g) unauthorized access by third parties to the Services that results from Systems used by you to access the Services.

1.4 Systems. You shall obtain and operate all Systems needed to use the Services, and provide all corresponding backup, recovery and maintenance services. You shall ensure that all Systems are compatible with the Services.

1.5 API Use. If the service plan in your Order Form includes access to the API, then subject to the terms and conditions of this Rider, Ironclad grants to you a limited, nonexclusive, nontransferable, nonsublicensable, worldwide, revocable right and license during the Subscription Term to use and make calls to the API to develop, implement, and distribute your own applications solely for use by you and your End Users, in connection with the Services. You may only use the API to initiate Requests as expressly set forth in your Order Form.

Ironclad may modify, amend, change, or deprecate all or part of the API in its sole discretion at any time (an "API Modification"). Ironclad shall use commercially reasonable efforts to provide prior notice to you of any such actions as soon as reasonably practical. You shall, within thirty (30) days from the date of first notice of any API Modification(s) (or such shorter period of time specified in the

notice of the API Modification(s)) (the "Conformance Period") comply with such modification(s) by (i) implementing and using the most current version of the API; provided that such current version is provided to you at no additional Subscription Charge (fee), (ii) making any changes to your application using the API that may be required as a result of such API Modification, (iii) using commercially reasonable efforts to stop distribution of all prior versions of your applications using the API, and (iv) using commercially reasonable efforts to upgrade all prior versions of your applications using the API then in use to the most recent version. You acknowledge that an API Modification may have a material adverse effect on your applications using the API, including but not limited to causing such applications to not to operate as designed. Ironclad shall have no liability of any kind to you or any End User with respect to such API Modifications or any adverse effects resulting from such API Modifications. Your continued access to or use of the API following the Conformance Period shall constitute binding acceptance of the API Modifications at issue.

1.6 Consent. By using the Services, you affirmatively consent to conducting electronic business transactions and using electronic signatures via the Services. You also confirm your ability to access information in the form used to provide the information to which you consented. If you are a consumer, you may have the right or option to have the agreement provided or made available on paper or in nonelectronic form. You hereby agree that Ironclad has no obligation to provide or make available on paper or nonelectronic forms any agreements to which you are a party and that your counterparty is solely responsible for providing any agreements on paper or in non-electronic form. After signing a document using the Services, Ironclad will provide you with the option to download and print a paper copy of the document.

1.7 Use of the Services. Your use of the Services and/or the API is subject to your acknowledgement and agreement to the following:

1. The Services / API facilitate the execution of contracts between multiple parties. Nothing in this Rider may be construed to make Ironclad a party to any of your Contracts processed through the Services or API, and Ironclad makes no representation or warranty regarding the transactions sought to be effected by any Contract.

2. You have exclusive control over and responsibility for the content, quality, and format of any of your Contracts.

3. Ironclad assumes no liability or responsibility for a party's failure or inability to electronically sign any of your Contracts within a period of time or at all.

4. You are solely responsible for ensuring that your use of the Services and/or API for any transaction complies with all laws applicable to you in your use of the Services, including applicable electronic signature law and any special legal requirements relating to consumers engaging in electronic transactions.

5. Ironclad is not responsible or liable to determine whether any particular Contract is subject to an exception to applicable electronic signature laws, rules or regulations, or whether it can be legally formed by electronic signatures.

6. Ironclad is not responsible for determining how long any Contracts, documents, and other records are required to be retained or stored under any applicable laws, rules of regulations.

7. Ironclad is not responsible for or liable to provide your Contracts to any third parties.

2.DATA USE AND PROCESSING

1. **Third Parties.** Capitalized terms in this Section 2 not otherwise defined in this Rider are as defined in Exhibit B: Data Processing Addendum to the Agreement. In addition to the list of Third Parties that Process Customer Personal Data available at https://ironcladapp.com/subprocessors/, Ironclad may use the following Third Parties to Process Customer Personal Data through the Services.

Third Party	Processing Activity
Amazon Web Services	Cloud service provider for hosting

MongoDB Atlas	Cloud service provider for database hosting and management
Twilio	Inbound/outbound SMS and mobile messaging provider
Twilio SendGrid	Outbound email service provider
MailChimp	Outbound email service provider
FullStory	Cloud-based customer experience and insight service provider
Intercom	Cloud-based customer support and live chat service provider
Planhat	Cloud-based customer success service provider
Zapier	Cloud-based workflow automation service provider

To the extent necessary to fulfill Ironclad's contractual obligations under the Order Form and this Rider, Customer hereby authorizes (i) Ironclad to engage these Third Parties and (ii) these Third Parties to engage subprocessors. Any Third Party Processing of Customer Personal Data shall be consistent with Customer's reasonable documented instructions and comply with all Applicable Data Protection Law(s).

2. Storage and Processing of Personal Data. Ironclad will (i) inform Customer in writing of all countries where Customer Personal Data is Processed or stored and (ii) obtain consent from Customer for Processing or storage in the identified countries. Ironclad may store or process Customer Personal Data in the following countries to which Customer hereby consents: United States, Japan, India. Customer authorizes Ironclad and its Third Parties to transfer Customer Personal Data across international borders, including from the European Economic Area to the United States, and from the United States to Japan and India.

3.SERVICE LEVEL AGREEMENT EXCLUSION

1. **Service Level Agreement Exclusion**. The Services (as defined in this Rider) shall not count as Enterprise Services solely for the purpose of Section A (Ironclad Service Level Agreement) of Exhibit A (Ironclad Service Level Agreement & Technical Support Schedule) to the Agreement.

4.DEFINITIONS

1. **"Admin Seat"** means a Seat that only has "Create", "Edit", and "Publish" permissions within the Services.

2. **"Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common control with a party.

3. **"API"** means the application programming interfaces developed and enabled by Ironclad that permits you to access certain functionality provided by the Service, and any accompanying or related documentation, source code, executable applications, and other materials made available by Ironclad.

4. **"Authorized User"** means any of your employees or agents, identified by a unique email address and user name, who is registered under your account, provided that no two persons may register, access or use the Service as the same

Authorized User.

5. **"Contract"** means a Document that has been reviewed, accepted or otherwise interacted with by a Signer.

6. **"Customer Data"** means all of your registration information and other information collected and stored by Ironclad in connection with providing the Services and API to you, including without limitation information, content, legal agreements, and End User data.

7. **"Delivery Channel"** means any Signing Method, or a single Embedded Contract.

8. **"Document"** means an agreement, contract, notice, disclosure or other document deposited into, or generated by you via, the Services.

9. **"Embedded Contract"** means any method, other than a Signing Method, for electronically embedding a Document or Documents for review, acceptance, or other interaction via the Services.

10. **"End-User"** means any person or entity other than you with whom you or your Affiliates interact using the Services or API, including a Signer.

11. **"Force Majeure Event"** shall mean the occurrence of an event or circumstance beyond the reasonable control of a party, provided that the non-performing party is without fault in causing of failing to prevent such occurrence.

12. **"Personalized Contract"** means a) a Contract formed via a Request, and/or b) a Contract formed from one or more Documents, with any such Document including fields, terms or information specific to a Signer.

13. **"Request"** means a request delivered electronically to a Signer or Signers, requesting that such Signer or Signers review, accept or otherwise interact with one or more Documents. You may initiate the delivery of a Request or via the API only as expressly set forth in your Order Form.

14. **"Seat"** means an active Authorized User listed in the membership of your account at any one time. No two individuals may log onto or use the Service as the same Authorized User, but you may unregister or deactivate Authorized Users and replace them with other Authorized Users without penalty, so long as the number of active Authorized Users registered at any one time is equal to or less than the number of Seats purchased.

15. **"Order Form"** means your Order Form, including the service plan chosen by you during, or subsequent to, the registration process.

16. **"Services"** means the electronic clickwrap contracting application provided by Ironclad and further described in your Order Form, and any accompanying or related documentation, source code, executable applications, and other materials made available by Ironclad. Any new or modified features added to the Services are also subject to this Rider (although you shall only have access to any such new or modified features if expressly set forth in your Order Form).

17. **"Signer"** is an individual or entity tracked via the Service or API as reviewing, accepting or otherwise interacting with any Document

18. **"Signing Method"** means the specific method (other than an Embedded Contract) via which a Signer may manifest acceptance, non-acceptance or otherwise agree, disagree or interact with a Request or Personalized Contract.

19. **"Standardized Contract"** means a) any Contract formed via an Embedded Contract, and/or b) a Contract formed from one or more Documents, with any such Document including no fields, terms or information specific to a Signer.

20. **"Standardized Document"** means a Document, that includes no unique fields, unique terms or unique information specific to a Signer.

21. **"Subscription Charges"** means fees payable by you for your use of (a) the Services, as specifically set forth in your Order Form, (b) the API, or (c) any add-on features or Services requested by you from time to time.

22. **"Subscription Term"** means the term specified in the Order Form, as terminated or renewed in accordance with the

Agreement and this Rider.

23. **"Systems"** means modems, servers, software, network and communications equipment and ancillary services and hardware that are owned, controlled or procured by you.