Clickwrap Order Form Rider

This Clickwrap Order Form Rider ("Rider") governs your ("Customer") use of and access to Ironclad Clickwrap products and services referenced in the attached Order Form ("Clickwrap Services"). This Rider and the attached Order Form are part of and incorporate by reference the Enterprise Services Agreement, or similar primary agreement, signed between you and Ironclad ("Agreement"). For the avoidance of doubt, this Rider supplements the Agreement and the Clickwrap Services are included in the definition of "Enterprise Services", or similar term describing the Ironclad digital contracting platform, in the Agreement. In the event of any conflict or inconsistency between the Agreement and this Rider solely with respect to the Clickwrap Services, the terms and conditions in the Rider will prevail and be controlling.

1. SERVICES

1.1 Electronic Signatures. Customer acknowledges and agrees that: (i) as between Ironclad and Customer, Customer has exclusive control and responsibility for the content, quality, and format of any documents used with the Enterprise Services; (ii) certain types of documents, agreements, or contracts may be excluded from general electronic signature laws (such as wills, trusts, court orders, or family law matters), or may have specific regulations that are applicable to them; and, (iii) Customer is solely responsible for ensuring that the documents, agreements or contracts it uses with the Enterprise Services are appropriate for electronic signatures, and Ironclad is not responsible or liable for any such determination or use; (iv) consumer protection laws or regulations may impose specific requirements for electronic transactions involving consumers, Customer is solely responsible for ensuring it complies with all such laws/regulations, and Ironclad has no obligations to make such determination or assist with fulfilling any requirements therein; (v) Ironclad is not responsible for determining how long any contracts, documents, or other records are required to be retained or stored under any applicable laws; and (vi) Ironclad is not responsible for or liable to produce any of Customer's contracts or other documents to any third parties. If Customer is using an API or other service that allows Customer to perform any end user/participant/signer authentication, then Customer is solely responsible and liable for such authentication.

2. DATA USE AND PROCESSING

2.1 Third Parties. To the extent you have a Data Processing Addendum or similar agreement with Ironclad, you authorize Ironclad to use the following additional subprocessors to process Customer personal data through the Clickwrap 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 Ironclad to engage these 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).

2.2. Storage and Processing of Personal Data. Ironclad may store or process Customer personal data in the following countries to which Customer hereby consents: United States and Japan. Customer authorizes Ironclad and its subprocessors 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.

3. SERVICE LEVEL AGREEMENT

3.1 Defined Terms.

3.1.1 "Activity API" means the portions of the Clickwrap Services that programmatically display contracts inside of a web page or mobile app, retrieve acceptance data for individual users, and send acceptance of contracts.

3.1.2 "Emergency Maintenance" means maintenance performed to fix critical functionality, vulnerabilities, or material defects that may substantially impair the usability or performance of the Clickwrap Services.

3.1.3 "Excused Maintenance" means Emergency Maintenance and Scheduled Maintenance.

3.1.4 "REST API" means the portions of the Clickwrap Services that are accessed programmatically for integrations into third party applications.

3.1.5 "Scheduled Availability Time" means twenty-four (24) hours a day, seven (7) days a week, excluding: (i) Excused Maintenance, (ii) any downtime due to defects caused by Customer, one of its vendors, third party connections, utilities, or equipment, or caused by other forces beyond the reasonable control of Ironclad (such as denial of service attacks, internet or third-party service outages or outages with respect to Customer's network or internet access).

3.1.6 "Scheduled Maintenance" is any system maintenance performed during a Maintenance Window. The Maintenance Window, if one is scheduled, will be available at https://status.pactsafe.com/ at least two weeks prior to the Maintenance Window.

3.1.7 "Service Credits" are credits for which Customer may be eligible if Ironclad fails to meet the Target Uptime. The availability of the Clickwrap Services per calendar month and corresponding Service Credits are set forth in the table below.

Availability Per Calendar Month	Service Credit
< 99.5% - >= 99.0%	1% of the Annual Subscription Fee
< 99.0% - >= 95.0%	2% of the Annual Subscription Fee
< 95.0%	3% of the Annual Subscription Fee

3.1.8 "Service Credit Request" means a request to Ironclad at support@ironcladhq.com stating that Customer believes that Ironclad has failed to meet the Target Uptime.

3.1.9 "Application User Interface" means the dashboard portion of the Clickwrap Services accessed via the Internet through a web browser to create and publish contracts, download electronic records of acceptance, and send contracts.

3.2 Target Uptime. During the Term of the Agreement, Ironclad will use all commercially reasonable efforts to make the Application User Interface, REST API, and Activity API available and operational to the Customer for 99.5% of the Scheduled Availability Time (the "Target Uptime"), as tracked by each such measure on https://status.pactsafe.com/. If Ironclad does not meet the Target Uptime as to any of the three measures, and if Customer meets its obligations below, Customer will be eligible to receive the applicable Service Credits.

3.3 Service Credits. To receive a Service Credit, Customer must: (i) issue a Service Credit Request within 15 days of the last day of the month in which Customer believes Ironclad's failure to meet the Target Uptime occurred; and (ii) not be past due on any payments owed to Ironclad when Customer issues a Service Credit Request. Promptly after receipt of a Service Credit Request, Ironclad will investigate the request and notify Customer that either: (i) a Service Credit is due; or (ii) no Service Credit is due and state the basis of this determination. If Ironclad determines a Service Credit is due, then Ironclad will apply the applicable Service Credits to Customer's account for future fees due. Service Credits have no cash value and are Customer's sole and exclusive remedy for any failure by Ironclad to meet the Target Uptime.