

Ironclad Statement of Work for the Launchpad Implementation Package

This Ironclad Statement of Work for the Launchpad Implementation Package (the "Statement of Work" or "SOW") effective as of the Effective Date of the Order Form (the "SOW Effective Date") describes the scope of work to be provided to the customer identified in the Order Form ("Customer") by Ironclad, Inc. ("Ironclad"), and is governed by the terms of the Enterprise Services Agreement or similar primary agreement by and between Customer and Ironclad (the "Governing Agreement"). Each of Ironclad and Customer are sometimes referred to herein individually as a "Party" and collectively as the "Parties." Notwithstanding any other defined term used in this SOW, the Governing Agreement, or the applicable Order Form, the term "Enterprise Services" as used herein shall mean Ironclad's cloud-based web platform delivered and accessible through <https://www.ironcladapp.com>.

1. Scope of Services

A. Description of In-Scope Implementation Services

During the SOW Term (defined below), Ironclad will perform the services detailed below (the "Implementation Services") to rapidly configure the Enterprise Services and to train Customer to achieve proficiency in the functionality of the Enterprise Services (collectively, the "Implementation"), provided, however, that Customer satisfies its responsibilities and assumptions as further detailed in Section 5 of this SOW. Customer acknowledges and agrees that the scope of Implementation Services is explicitly limited to the Implementation Services detailed in Section 3 of this SOW, and that all other configuration, ongoing support, or consulting services are outside the scope of this SOW. Further, this SOW is not intended to add or modify any terms of the Governing Agreement or the applicable Order Form.

Implementation Services	Description
Workflow Building and System Enablement for the Workflow	The Project Team (defined below) shall advise and enable Customer's Project Manager (defined below) to build the workflow agreed upon in the Kickoff Meeting as detailed in Section 3 of this SOW (hereafter, the " Workflow ").
Systems Setup	The Project Team shall update Ironclad settings to allow Customer to setup and configure Customer's pre-existing Cloud Storage, eSignature, and SSO.

B. Out-of-Scope

Customer acknowledges and agrees that the scope of Implementation Services is explicitly limited to the Implementation Services detailed in this SOW, and that all other configuration, ongoing support, or consulting services, including, without limitation, the following items, are outside the scope of this SOW: (i) migration of legacy contracts into Ironclad's Dynamic Repository (hereafter, the "**Repository**"); (ii) preparation of user acceptance testing or "UAT" (detailed below) materials and execution of UAT sessions; (iii) preparation of a cutover plan and subsequent migration and publication of each of Customer's Workflows; (iv) preparation of launch materials; (v) preparation of end user training materials and execution of end user training sessions; (vi) system for cross-domain identity management or "SCIM" group management and user attribute syncing; (vii) overall change management and program management; and (viii) delivery of any integration build. For the avoidance of doubt, Customer will be responsible for the ultimate design, build, and testing of any and all integrations.

2. Implementation Timeline

The anticipated duration of the Implementation Services shall be sixty (60) days. Notwithstanding the foregoing, the **"SOW Term"** commences as of the date the Kickoff Meeting (defined below) occurs and shall conclude on the earlier of (i) the date that is sixty (60) days after the Kickoff Meeting date, or (ii) the date of completion of the Implementation Services (such earlier date, the **"SOW Expiration Date"**). The date of the Kickoff Meeting shall occur within thirty (30) days of the SOW Effective Date.

Customer acknowledges and agrees that Ironclad's ability to perform the Implementation Services during the SOW Term depends upon Customer's timely cooperation and collaborative participation at all times.

3. Implementation Services for Launchpad Implementation Package

During the SOW Term, Ironclad will perform the following Implementation Services:

A. Pre-Kickoff Meeting Preparation & Admin. Trainings

- Prior to the commencement of the Kickoff Meeting (defined below), Customer will provide Ironclad access to all current and complete copies of the following Customer information relevant to Customer's Workflow: (i) Customer's business process (which shall include, without limitation, Customer's processes, contract approval and signature procedures/matrices, policies, and/or workflow diagrams); (ii) Customer's contract template, conspicuously annotated with dynamic fields and conditional logic; and (iii) architecture designs and technical integration components (which may include Customer's eSignature, SSO, and/or pre-existing Cloud Storage provider information). Subclauses (i) through (iii) herein shall collectively be referred to as the **"Business Requirements."**
- Prior to the commencement of the Kickoff Meeting, Ironclad will also provide two (2) pre-recorded Admin training sessions (together, the **"Admin Trainings"**) to Customer for Customer to view prior to the Kickoff Meeting (defined below). Each Admin Training Session will have a duration of approximately one (1) hour each.
 - The first Admin Training, "Get to Know Ironclad," provides an overview of Ironclad's Workflow Designer (hereafter, **"Workflow Designer"**) interface by orienting Customer's Project Manager to the platform and different user types and permissions.
 - The second Admin Training, "Design a Workflow and Manage Records," provides an overview of how to build a workflow in Workflow Designer and how to search, filter, set permissions, and manage notifications in the Repository.
- Ironclad will provide to Customer .pdf versions of the Admin Training decks and the video recordings of the Admin Trainings for reference. For the avoidance of doubt, no resources or trainings will be specifically developed or otherwise customized for Customer.

B. Kickoff Meeting & Business Requirements Gathering

- Ironclad will conduct an initial meeting (the **"Kickoff Meeting"**) which will include an introduction to Ironclad and Ironclad personnel, an overview of the Implementation Services and the Implementation timelines, and questions and clarification (if any) of Customer's submitted Business Requirements relevant to the Workflow.

C. Workflow Designer Build Session 1

- The Parties will conduct an initial session where Ironclad and Customer will collaboratively configure the first version of Customer's Workflow in Workflow Designer in accordance with Customer's Business Requirements.
- Such **"collaborative configuration"** process shall entail Customer's Project Manager (or another individual designated by the Project Manager) sharing their screen to build the Workflow as Ironclad provides guidance.

D. Workflow Designer Build Session 2

- The Parties will conduct a second session using the collaborative configuration process where Customer's Project Manager further iterates such Workflow.
- Ironclad will also advise upon best practices for Customer to setup and configure Customer's pre-existing Cloud Storage, eSignature, and SSO systems.

E. Workflow Iteration & Finalization

- Ironclad will host a final Workflow iteration session to finalize the Workflow with Customer to include a walkthrough of the Workflow's (i) launch form, (ii) review step, and (iii) sign step.
- Ironclad will also advise upon best practices on (a) file path management and file storage, (b) Repository access, and (c) Workflow roles. At the conclusion of this session, Customer agrees to review the Workflow end-to-end to confirm that the Workflow is ready for launch and conforms with Customer's Business Requirements.

F. Launch Preparation

- Ironclad will host one (1) session with Customer to provide guidance to Customer regarding the steps to prepare Customer's production environment for launch. This session will include a walkthrough of: (i) configuration of Customer's groups, permissions, and admin settings; (ii) end-to-end testing of Customer's integrations; and (iii) confirmation that Customer's workflow access settings conform with Customer's Business Requirements.
- In connection with the foregoing, Ironclad will also provide to Customer .pdf versions of a toolkit that include launch resources, collateral, and best practices for reference. For the avoidance of doubt, Ironclad will not be responsible for preparing, documenting, or customizing any of Customer's launch materials, and Ironclad will not be responsible for any aspects of the execution of any Customer-led launch preparation or end user training sessions.

G. Implementation Services Completion & Transition

- Upon completion of Customer's launch of its Workflow, Ironclad will host one (1) final, post-launch session to answer Customer's questions, if any, prior to transitioning Customer to Ironclad's Digital Success Management team.

4. Project Team

No later than ten (10) business days following the SOW Effective Date, Ironclad will staff an implementation team with the skills and experience required to successfully complete the Implementation Services (the "**Project Team**"). The resources assigned to perform the Implementation Services will remain assigned to the Implementation until the SOW Expiration Date, but are not dedicated full-time to Customer's Implementation. Ironclad reserves the right to replace, remove or add members of the Project Team as it deems reasonably necessary. Should this occur, Ironclad will coordinate with Customer to minimize the impact.

5. Customer Responsibilities & Implementation Assumptions

Ironclad's performance of the Implementation Services is contingent on certain Customer responsibilities and Implementation assumptions set forth below. Customer acknowledges and agrees that timely completion of the Implementation is based upon Customer's compliance with each of the following:

- a. Customer understands that Ironclad's ability to perform the Implementation Services during the SOW Term depends upon Customer's timely cooperation and collaborative participation with Ironclad.
- b. Customer will ensure that the appropriate resources (including, without limitation, the necessary business stakeholders, subject matter experts, and/or IT personnel for functional requirements gathering and implementation) attend and participate in all meetings, working sessions, training, and testing.
- c. Customer will provide an executive sponsor to the Implementation who possesses knowledge of existing Customer processes and has the ability and authority to champion business process changes for Customer.
- d. Customer will provide a dedicated Project Manager who will act as Ironclad's primary point of contact during the SOW Term (the "**Project Manager**"). The Project Manager shall coordinate all aspects of each meeting on behalf of the Customer and shall have the ability to engage in all meetings including, but not limited to, Workflow building.
- e. Customer will keep Ironclad apprised of business, organizational, and technical developments that may have a material impact on the performance of Implementation Services and timelines.
- f. Customer is responsible for any organizational change management activities to support the Implementation.

- g. Customer is responsible for the performance of its employees and agents, including any contribution they make to the Implementation, and for the accuracy and completeness of all data, information, and materials provided to Ironclad.
- h. The Implementation Services may include advice and recommendations, but Customer understands that all decisions in connection with the implementation of such advice and recommendations will be the responsibility of, and made by, Customer.
- i. Any materials shared by Ironclad that Ironclad makes available to similarly situated customers (by way of example only, training materials, Ironclad Help Center articles, etc.) are for illustrative purposes only, and Customer is solely responsible for the use, performance, maintenance, and risks associated with such materials.
- j. A delay impacting the Implementation caused by any third-party vendor providing services or products to Customer will be considered Customer's responsibility.
- k. Ironclad is not responsible for any alteration or other modification made, during or after the completion of the Implementation, by Customer or third parties working on Customer's behalf.
- l. Customer will obtain, at its own cost and expense, all third-party software, licenses, warranties, required hardware, and maintenance agreements. For the avoidance of doubt, Ironclad will not be responsible for: (i) delivery of custom demos; (ii) custom software development (including, without limitation, scripting, testing, deployment, and/or maintenance); (iii) changes to or advice on third-party systems or custom integrations (e.g., middleware); or (iv) alterations to Ironclad's standard platform-level functionality that Ironclad makes available to all customers.
- m. Customer is responsible for overall project management, template rationalization, business process design, testing, end user training, change management, and any integration build not explicitly listed or defined in this SOW.
- n. Customer is responsible for the ongoing maintenance and updates of completed workflow(s) during the SOW Term and following the SOW Expiration Date.
- o. To the extent configurable components of a Workflow and/or the contract template(s) must be in a language other than English, Customer will be responsible for performing any translations required.
- p. The Implementation Services will be provided remotely via videoconferencing and in English.

6. Implementation Services Fee

The fee for the Implementation Services shall be set forth in the Order Form (the "**Fee**"). In the event of a material change in scope that impacts the Fee and/or the SOW Term, the Parties shall negotiate the terms of a Change Order (a "**Change Order**") in accordance with the process set forth in Section 7.

7. Change Orders

The Parties acknowledge that the provision of certain Implementation Services may require intermediate steps that are not identifiable as of the SOW Effective Date, nor performable until the Implementation Services have progressed to a certain degree during the SOW Term. As a result, the SOW Term and scope of Implementation Services may need to be adjusted during the SOW Term based on (i) such objectives that are unknown as of the SOW Effective Date, and/or (ii) whether Ironclad's performance of Implementation Services need to continue after the SOW Expiration Date. In the event of a material change in scope, the Parties shall negotiate the terms of a Change Order. For the avoidance of doubt, Ironclad shall not proceed with any changes for the Implementation unless documented in a Change Order that is executed by both Parties.

8. Subcontracting

Ironclad may subcontract any portion of the Implementation Services set forth in this SOW without the prior consent of Customer, provided that Ironclad: (i) remains directly responsible to Customer for the acts or omissions of each subcontractor in connection with the Implementation Services set forth in this SOW; and (ii) ensures that each subcontractor is bound in writing to security, privacy and confidentiality terms equally as protective of Customer as the terms and conditions of the Governing Agreement.

9. Order of Precedence

In the event of any conflict between the terms of this SOW, the Governing Agreement, and the applicable Order Form, the following order of precedence shall govern: (i) first, this SOW (only with respect to the subject matter of this SOW); (ii) second, the Governing Agreement; and (iii) third, the applicable Order Form (unless the Special Contractual Terms section of the applicable Order Form clearly specifies that it modifies the Governing Agreement or this SOW, as the case may be).