

PROFESSIONAL SERVICES AGREEMENT FOR PROSPECTS

This Professional Services Agreement (this “**PSA**”) effective as of the “Effective Date” of the first Order Form, is entered into by and between Ironclad, Inc. (“**Ironclad**”) and the organization or entity (“**Customer**”) executing an order form or similar form referencing or otherwise incorporating this PSA (“**Order Form**”). Ironclad and Customer may be singularly or collectively referred to in this PSA as the “**Party**” or the “**Parties**”, respectively.

BACKGROUND

Ironclad has developed and offers on a hosted software-as-a-service (SaaS) basis certain business automation and workflow management tools related to contract review, execution, and storage (“**CLM**”).

Customer wishes to engage Ironclad’s professional services to demonstrate implementation as defined by an accompanying Statement of Work or other packaged implementation for the purpose of evaluating Ironclad’s CLM and CLM Services (defined below).

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the Parties hereto agree as follows:

1. Definitions.

- a. “**Data**” means Customer’s pre-existing non-public data that may be imported by, or otherwise input by, Customer into the CLM excluding dummy data; Ironclad will process and maintain Customer’s Data consistent with the Data Processing Addendum located at <https://legal.ironcladapp.com/#dpa> on the Effective Date and the terms of which are hereby incorporated by reference.
- b. “**Enterprise Services**” means the cloud-based web platform delivered and accessible through <https://www.ironcladapp.com>.
- c. “**Order Form**” means the document that Customer uses to order the Professional Services or CLM that is signed by both Customer and Ironclad.
- d. “**Professional Services**” means those professional services to be provided by Ironclad to Customer in connection with this PSA, as may be mutually agreed to in writing in one or more SOWs.
- e. “**Statement of Work**” (“**SOW**”) means an initial order for the Professional Services provided by Ironclad to Customer, and any subsequent SOWs as may be agreed in writing between the Parties from time to time and made a part of this PSA, each SOW specifying, among other things, the applicable Professional Services, fees, and term.
- f. “**System**” means Customer’s servers, third-party software, systems, and other similar IT equipment.

2. Ironclad’s Professional Services.

- a. **Statement of Work.** The SOW for Professional Services to be provided by Ironclad describes the scope of work to be provided to the Customer as identified in the Order Form. The Parties may, from time to time upon mutual written agreement, amend existing SOWs, or enter into additional SOWs, which, upon execution, will become a part of and subject to the terms and conditions of this PSA.
- b. **Professional Services.** The Professional Services may include initial discovery, setup of core Ironclad environment, Ironclad workflow design and build, and advice on integrations with Customer’s Systems (if required). Any such services shall be provided in accordance with the accompanying SOW. Ironclad represents and warrants that it has the necessary knowledge, experience, abilities, skills and resources to perform its obligations under this PSA and agrees to perform its obligations under this PSA in a professional manner, consistent with prevailing industry standards and practices.

3. Fees and Billing.

- a. **Fees.** In consideration for the performance of the Professional Services by Ironclad under this PSA, Customer shall pay to Ironclad the fees in accordance with the terms set forth in the applicable Order Form(s) and this **Section 3** (the “Services Fee”).
- b. **Billing and Payment Terms; Late Payment.** Unless otherwise provided in the applicable SOW, fees are payable in advance of the provision of the Professional Services. All Fees are quoted in, and all payments must be made in U.S. dollars.
- c. **Taxes.** All payments required by this PSA exclude all sales, value-added, use, or other taxes and obligations, all of which Customer will be responsible for and will pay in full, except for taxes based on Ironclad’s net income. If Ironclad has the legal obligation to pay or collect taxes for which Customer is responsible pursuant to this Section 3(c), including taxes if any levied by a government authority with retroactive effect, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides Ironclad with a valid tax exemption certificate authorized by the appropriate taxing authority.

4. Obligations of Customer.

- a. Ironclad’s performance of the Professional Services is contingent on certain Customer responsibilities and assumptions as set forth in the applicable SOW. In addition to all other obligations required of it under this PSA and/or the applicable SOW, Customer shall (i) timely provide Ironclad with all information necessary for Ironclad to perform the Professional Services; (ii) respond promptly to all requests by Ironclad for information required for Ironclad to be able to perform the Professional Services, as well as any issues that Ironclad encounters in its performance of the Professional Services requiring consultation with Customer; and (iii) staff a project team with the necessary roles as outlined in the applicable SOW.

5. Proprietary Rights.

- a. Customer owns and retains: (i) the Customer Data; (ii) Customer’s name, logo and other trademarks; and (iii) all Intellectual Property Rights in and to any of the foregoing.
- b. Ironclad owns and retains: (i) the CLM, and all improvements, enhancements or modifications made by any party; (ii) any software, applications, inventions or other technology developed by Ironclad in connection with providing the Enterprise Services; (iii) Ironclad’s name, logo, and other trademarks; and (iv) all Intellectual Property Rights in and to any of the foregoing.

6. Confidentiality.

- a. **Use and Nondisclosure.** A receiving party will not use the disclosing party’s Confidential Information except as necessary under this PSA and will not disclose Confidential Information to any third party. Each receiving party will protect the disclosing party’s Confidential Information from unauthorized use and disclosure using efforts equivalent to the efforts that the receiving party uses with respect to its own confidential information and in no event less than a reasonable standard of care. The provisions of this **Section 6(a)** will remain in effect during the Term and for a period of five (5) years after the expiration or termination thereof, except with regard to trade secrets of the disclosing party, which will be held in confidence for as long as such information remains a trade secret.
- b. **Exclusions.** The obligations and restrictions set forth in **Section 6(a)** will not apply to any information that: (i) is or becomes generally known to the public through no fault of or breach of this PSA by the receiving party; (ii) is rightfully known by the receiving party at the time of disclosure; (iii) is independently developed by the receiving party without access to the disclosing party’s Confidential Information; or (iv) the receiving party rightfully obtains from a third party who has the right to disclose such information without breach of any confidentiality obligation to the disclosing party.

- c. **Permitted Disclosures.** The provisions of this **Section 6** will not restrict either party from disclosing the other party's Confidential Information: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided that to the extent legally permitted, the party required to make such a disclosure gives reasonable notice to the other party to enable it to contest such order or requirement or limit the scope of such request; (ii) on a confidential basis to its legal or professional financial advisors; (iii) as required under applicable securities regulations.
- d. **Injunctive Relief.** The receiving party acknowledges that disclosure of Confidential Information could cause substantial harm for which damages alone may not be a sufficient remedy, and therefore that upon any such disclosure by the receiving party, the disclosing party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

7. Representations and Warranties.

- a. **Mutual.** Each party represents and warrants to the other party that it has the full power and authority to enter into this Agreement and perform its obligations hereunder, and grant the access and rights granted hereunder.
- b. **By Ironclad.** Ironclad represents and warrants to Customer that it will provide the Professional Services to Customer in a professional manner consistent with applicable industry standards.
- c. THE FOREGOING REPRESENTATIONS AND WARRANTIES SHALL BE THE PARTIES' EXCLUSIVE REPRESENTATIONS AND WARRANTIES ARISING OUT OF OR IN CONNECTION WITH THIS PSA. EXCEPT AS EXPRESSLY STATED IN SECTION 7, THE PROFESSIONAL SERVICES ARE PROVIDED "AS IS". ACCORDINGLY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IRONCLAD HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, ACCURACY, RESULTS, OR THAT THE PROFESSIONAL SERVICES SHALL BE ERROR-FREE OR UNINTERRUPTED.

8. Indemnification.

- a. **By Customer.** Customer shall indemnify and hold harmless Ironclad, entities affiliated with Ironclad and their respective, officers, directors, members, managers, employees and agents (each a "Ironclad Party" and collectively, the "Ironclad Parties") against any and all losses, damages, judgments, amounts paid in settlements and expenses (including attorneys' fees actually incurred) (collectively, "Losses") incurred by Ironclad or any Ironclad Party by reason of (i) any breach of any covenant, representation or warranty made by Customer in this PSA or any Statement of Work, or (ii) Customer's gross negligence or willful misconduct relating to its performance under this PSA.
- b. **By Ironclad.** Ironclad shall indemnify and hold harmless Customer and its officers, directors, members, managers, employees and agents (each a "Customer Party" and collectively, the "Customer Parties") against any and all Losses incurred by Customer or any Customer Party by reason of (i) any breach of any covenant, representation or warranty made by the Ironclad in this PSA or any Statement of Work, or (ii) Ironclad's gross negligence or willful misconduct relating to its performance under this PSA.

9. Term and Termination.

- a. **Term.** The term of this PSA shall commence on the Effective Date and shall remain in force until terminated by either party upon thirty (30) days prior written notice to the other party.
- b. **Termination.** Either Party will have the right to terminate this PSA, or the applicable SOW, upon written notice, if the other Party materially breaches this PSA and fails to cure such breach within thirty (30) days after receipt of written notice of the same. The foregoing cure period shall not apply in the case of failure to pay fees.

- c. **Effect of Termination.** Upon the effective date of expiration or termination of this PSA for any reason: (a) Ironclad may immediately cease providing the Professional Services hereunder; (b) any and all payment obligations of Customer under this PSA will become due immediately; (c) within thirty (30) days after such expiration or termination, each Party shall return the tangible embodiments of the other Party's Confidential Information in its possession and shall not retain any copies of such Confidential Information except as required to comply with any applicable legal or accounting record keeping requirement.
- d. **Survival.** The following provisions (and such other provisions that by their express terms survive expiration or termination of this PSA) will survive any expiration or termination of the PSA: Sections 4 (Customer Responsibilities), 3(b) (Billing and Payment Terms; Late Payment), 3(c) (Taxes), 5 (Proprietary Rights), 6 (Confidentiality), 7 (Representations and Warranties), 8 (Indemnification), 9(c) (Effect of Termination), 10 (Limitations of Liability), and 11 (Miscellaneous Provisions).

10. Limitations of Liability.

- a. **Disclaimer.** IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY HEREUNDER FOR ANY LOST PROFITS, LOSS OF DATA, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- b. **Limitation on Liability.** IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS PSA, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED TWO TIMES (2X) THE FEES PAID OR PAYABLE DURING THE TWELVE MONTHS PRIOR TO EVENT GIVING RISE TO LIABILITY.
- c. **Basis of the Bargain; Failure of Essential Purpose.** Customer acknowledges that Ironclad has set its prices and entered into this PSA in reliance upon the limitations of liability and the disclaimers of warranties and damages set forth herein, and that the same form an essential basis of the bargain between the Parties. The Parties agree that the limitations and exclusions of liability and disclaimers specified in this PSA will survive and apply even if found to have failed of their essential purpose.

11. Miscellaneous Provisions.

- a. **Force Majeure.** Except for the obligation to pay money, neither Party will be liable for any failure or delay in its performance under this PSA due to any cause beyond its reasonable control, including act of war, acts of God, labor shortage or dispute, governmental act or failure of the Internet or telecommunications. The delayed Party shall give the other Party prompt notice of such cause and shall use its reasonable commercial efforts to promptly correct such failure or delay in performance.
- b. **Government Regulations.** Each Party shall comply with all United States and foreign export control laws or regulations applicable to its performance under this PSA.
- c. **Governing Law; Venue.** This PSA shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of law principles. Any dispute arising out of this PSA will be subject to the exclusive jurisdiction of the state courts located in San Francisco, California and the federal courts of the United States in the Northern District of California, and each Party consents to the personal jurisdiction thereof and waives any right it may otherwise have to challenge the appropriateness of such forums.
- d. **Severability; Waiver.** If any provision of this PSA is held by a court of competent jurisdiction to be unenforceable, such provision shall be modified so as best to accomplish the original intent of the Parties to the fullest extent permitted by law, and the remaining provisions of this PSA shall remain in effect. The waiver of any breach or default of this PSA will not constitute a waiver of any subsequent breach or default

and will not act to amend or negate the rights of the waiving Party.

- e. **Assignment.** Neither Party shall have the right to assign this PSA, in whole or in part, or any of its rights or obligations under this PSA, by operation of law or otherwise, without the prior written consent of the other Party, except that each Party may assign this PSA as part of a corporate reorganization, upon a change of control, consolidation, merger, or sale of all or substantially all of its assets related to this PSA. Any attempted assignment or delegation in violation of the foregoing will be void and of no effect. Subject to the foregoing, this PSA will bind and inure to the benefit of each Party's successors and permitted assigns.
- f. **Notices.** Notices will be sent to the addresses set forth in the Order Form. The notices will be deemed to have been given upon: (i) the date actually delivered in person; (ii) the day after the date sent by overnight courier; (iii) three (3) days following the date such notice was mailed by first class mail; or (iv) the date sent by email to Ironclad at legal@ironcladhq.com or Customer at the Customer's notice email address specified in the Order Form.
- g. **Independent Contractors.** Ironclad and Customer are independent contractors. This PSA will not establish any relationship of partnership, joint venture, employment, franchise or agency between Ironclad and Customer. Neither Ironclad nor Customer will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein.
- h. **Entire Agreement.** The terms and conditions of any SOW, and any exhibits, are incorporated into the terms and conditions of this PSA and constitute the complete and exclusive agreement between the Parties with respect to the subject matter hereof and supersede and replace any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written and oral, regarding such subject matter. In the event of any conflict in the documents which constitute this PSA, the order of precedence will be (i) this Professional Services Agreement; (ii) SOW; and (iii) any other schedules, exhibits and other documents referenced and incorporated herein and therein. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument.