ENTERPRISE SERVICES AGREEMENT

This Enterprise Services Agreement is entered into by and between Ironclad, Inc. ("**Ironclad**") and the organization agreeing to the terms of this Agreement ("**Customer**"). This Agreement shall be effective as of the "Effective Date" of the first Order Form, or similar form referencing or otherwise incorporating this Agreement, between Customer and Ironclad.

1. **DEFINITIONS**

   a. **"Affiliate"** means a legal entity that controls, is controlled by, or is under common control with a party, where "control" is defined as owning more than 50% of the voting shares of such entity.

   b. **"Agreement"** means this Enterprise Services Agreement, any Exhibits, and each Order Form.

   c. **"Authorized User"** means an employee or contractor of Customer or its Affiliates that Customer has registered to access and use the Enterprise Services.

   d. **"Confidential Information"** means any business or technical information disclosed by one party to the other party, including Customer Data, provided that it is identified as confidential at the time of disclosure or that under the circumstances, a person exercising reasonable business judgment would understand it to be confidential or proprietary.

   e. **"Customer Data"** means the data and information input or uploaded into the Enterprise Services by Customer or Authorized Users. All Customer Data shall be treated as Confidential Information.

   f. **"Enterprise Services"** means the cloud-based web platform delivered and accessible through https://www.ironcladapp.com that provides contract management and workflow-related services (the "**CLM Services**"), and/or the cloud-based web platform delivered and accessible through Ironclad's website located at: https://app.pactsafe.com that provides contract acceptance, clickwrap, and legal term-management-related services (the "**Clickwrap Services**"), and the services performed by Ironclad to configure and rollout the platform(s) to Customer and Authorized Users, as described in an applicable Order Form.

   g. **"Intellectual Property Rights"** means patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, moral rights, know-how, and any other intellectual property rights recognized in any country or jurisdiction.

h. **"Order Form"** means the document that Customer uses to order the Enterprise Services that is signed by both Customer and Ironclad.

i. **"Usage Data**" means anonymized and aggregated platform-level information or data, collected and owned by Ironclad, that (i) tracks Customer's use of the Enterprise Services, (ii) tracks the performance of the Enterprise Services and (iii) enables the functionality of certain optional features within the Enterprise Services.

2. **ENTERPRISE SERVICES**

a. **Enterprise Services.** Customer and its Authorized Users may access and use the Enterprise Services solely for Customer's own business purposes in accordance with the Agreement.

b. **Cooperation and Assistance.** Customer will cooperate with Ironclad in good faith and provide to Ironclad the information and personnel that Ironclad reasonably requests and requires to provide the Enterprise Services. Customer, at its option, may utilize certain third-party software and services with the Enterprise Services and is responsible for acquiring and maintaining all such third-party software and services required to access, use, or integrate with the Enterprise Services, including all costs related to the foregoing.

c. **Authorized Users.** Customer will keep its user IDs and passwords for the Enterprise Services confidential and will be responsible for all actions taken under an Authorized User's account. Customer will comply with all applicable laws, rules and regulations in connection with its use of the Enterprise Services. Customer will promptly notify Ironclad of any suspected violation of this Agreement by an Authorized User and will cooperate with Ironclad to address the suspected violation. Ironclad may suspend an Authorized User's access to the Enterprise Services upon notice to Customer in the event that Ironclad reasonably determines that such Authorized User violated this Agreement. Ironclad agrees to work, in good faith, with Customer to resolve any such issue and restore access as soon as possible.

d. **Restrictions.** Customer will not allow anyone other than Authorized Users to access or use the Enterprise Services from Customer's accounts. Customer will not and will ensure that its Authorized Users do not: (i) attempt to interfere with or disrupt the Enterprise Services (or any related systems or networks) or use the Enterprise Services other than directly for Customer's benefit; (ii) copy, modify or distribute any portion of the Enterprise Services; (iii) rent, lease, or resell the Enterprise Services; (iv) transfer any of its rights hereunder; or (v) reverse-engineer or access the Enterprise Services in order to build a competitive product or service.

e. **Customer Data.** Customer is responsible for obtaining any necessary right and licenses for use of the Customer Data by Customer and Ironclad as contemplated in this Agreement. Customer agrees that it has the legal right and authority to access, use and disclose to Ironclad any Customer Data. Customer authorizes Ironclad to access, process, and use the Customer Data as necessary to perform and fulfill its

obligations hereunder. Ironclad will process and maintain Customer Data consistent with the Data Processing Addendum located at https://legal.ironcladapp.com/#dpa ("**DPA**") on the Effective Date and hereby incorporated by reference.

f. **Information Security.** Ironclad will use commercially reasonable and industry standard technical and organizational measures designed to prevent unauthorized access, use, alteration or disclosure of the Enterprise Services or Customer Data.

g. **Usage Data.** Ironclad may collect and analyze data and information relating to Customer's use and the performance of the Enterprise Services and related systems and technologies therefrom to improve and enhance the Enterprise Services. Nothing in the Agreement will restrict Ironclad from collecting, using and/or analyzing Usage Data from Customer in an anonymized, aggregated manner for purposes of improving and enhancing the quality and nature of the Enterprise Services, or to market or publish general information and statistics, provided that Ironclad does not specifically identify Customer (or disclose data in a manner that Customer or Customer's Authorized Users could subsequently be identified) or disclose any personally identifiable information or Confidential Information in the course of collecting, using, analyzing, marketing or publishing that data or information. Customer acknowledges that in order for Customer to utilize all Ironclad AI product features available in the Enterprise Services, including but not limited to Smart Import, AI Playbooks, AI Assist, Ironclad shall utilize Usage Data to enable the functioning of these features.

h. **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.

i. **Third Party Software**. The Enterprise Services may contain features designed to interoperate with a web-based or offline software application that is provided by

Customer or a third party and interoperates with the Enterprise Services (collectively referred to herein as the "Third Party Software"). To use such features, Customer may be required to obtain access to Third Party Software from their providers, and may be required to grant Ironclad access to its account(s) on the Third Party Software. If Customer enables any Third Party Software for use with the Enterprise Services, Customer grants Ironclad permission to allow the provider of that Third Party Software to access Customer Data as required for the interoperation of that Third Party Software with the Enterprise Services. Any acquisition by Customer of such Third Party Software, and any exchange of data between Customer and any provider of the Third Party Software, is solely between Customer and the applicable Third Party Software provider. Ironclad does not warrant or support any Third Party Software. Ironclad is not responsible for the operation of any Third Party Software nor the availability or operation of the Enterprise Services to the extent such availability and/or operation is dependent upon Third Party Software.

3. **FEES; EXPENSES; TAXES**

   a. **Fees.** Customer will pay to Ironclad the fees in accordance with the terms set forth in the applicable Order Form(s) and this **Section 3.**

   b. **Invoices; Payment.** Ironclad will invoice Customer annually in advance for the Enterprise Services and each invoice will be due and payable in accordance with the Order Form. All payment obligations are non-cancellable, and other than as provided in the Agreement, all amounts paid are non-refundable. If any undisputed amounts payable by Customer are still outstanding more than fifteen (15) days after Customer receives notice of non-payment, Ironclad will be entitled, in its sole discretion, to withhold performance and discontinue Customer's access to the Enterprise Services until all undisputed amounts past due are paid in full.

   c. **Purchase Orders.** If Customer requires the use of a purchase order, Customer is responsible for providing the applicable purchase order at the time of purchase. The parties acknowledge and agree that any terms and conditions included in any purchase order, vendor portal or any similar Customer specific invoicing process are void and will not apply between the parties or to Customer's purchase of the Enterprise Services.

   d. **Taxes.** All Fees and other amounts stated or referred to in this Agreement are exclusive of all taxes, duties, levies, tariffs, and other governmental charges (collectively, "**Taxes**"). Customer will be responsible for payment of all Taxes and any related interest and/or penalties resulting from any payments made hereunder, other than any taxes based on Ironclad's net income. If Ironclad has the legal obligation to pay or collect Taxes for which Customer is responsible, 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. **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 Enterprise Services, and all improvements, enhancements or modifications made by any party; (ii) the Usage Data; (iii) any software, applications, inventions or other technology developed by Ironclad in connection with providing the Enterprise Services; (iv) Ironclad's name, logo, and other trademarks; and (v) all Intellectual Property Rights in and to any of the foregoing.

c. Neither party shall have the right to use the name, trademarks, logos, or any other proprietary identifiers of the other party in any advertising or promotional materials, whether printed, electronic, or otherwise, without the prior written consent of the other party.

5. **CONFIDENTIALITY**

a. **Use and Nondisclosure.** A receiving party will not use the disclosing party's Confidential Information except as necessary under this Agreement and will not disclose Confidential Information to any third party except: (i) to those of its employees and contractors who have a business need to know such Confidential Information; provided that each such employee and contractor is bound to confidentiality restrictions at least as restrictive as the terms set forth in this Agreement or (ii) as further described in the Data Processing Addendum. 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 5(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 5(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 Agreement 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 5** 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.

6. **WARRANTY**

a. **Warranty for Enterprise Services.** Ironclad warrants solely to Customer that (i) the Enterprise Services will materially conform to the description set forth in this Agreement and the applicable Order Form; and (ii) the Enterprise Services will materially comply with all applicable laws, including federal, state, and local; in each case under normal use and circumstances when used consistently with the terms of this Agreement. As Ironclad's sole and exclusive liability and Customer's sole and exclusive remedy for any breach of the warranty set forth in this **Section 6(a)** Ironclad will (x) use commercially reasonable efforts to modify the Enterprise Services to correct the non-conformity, and (y) if such non-conformity is not corrected within thirty (30) days, Customer may terminate this Agreement and receive a pro rata refund of prepaid fees for the remaining portion of the Term after the termination date.

b. **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6(a), IRONCLAD MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT OR THE ENTERPRISE SERVICES AND IRONCLAD HEREBY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. IRONCLAD DISCLAIMS ANY WARRANTY THAT THE ENTERPRISE SERVICES WILL BE ERROR FREE OR UNINTERRUPTED OR THAT ALL ERRORS WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM IRONCLAD OR ELSEWHERE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. Customer assumes sole responsibility and liability for results obtained from the use of the Enterprise Services and for conclusions drawn from such use. Ironclad will have no liability for any claims, losses, or damages caused by errors or omissions in any Customer Data or other information provided to Ironclad by Customer in connection with the Enterprise Services or any actions taken by Ironclad at Customer's direction. Ironclad will have no liability for any claims, losses or damages arising out of or in connection with Customer's or any Authorized User's use of any third-party products, services, software or web sites that Customer may choose to integrate or use with the Enterprise Services.

7. **TERM AND TERMINATION**

   a. **Term.** This Agreement will commence on the Effective Date and continue for the period specified in the Order Form (the "**Term**"), unless terminated earlier as provided in this Agreement.

   b. **Termination for Cause.** Either party may terminate this Agreement upon written notice if the other party breaches any material terms of this Agreement and fails to correct the breach within thirty (30) days following written notice from the non-breaching party specifying the breach.

   c. **Rights and Obligations Upon Expiration or Termination.** Upon expiration or termination of this Agreement, Customer's and Authorized Users' right to access and use the Enterprise Services will immediately terminate and each will immediately cease all use of the Enterprise Services.Customer and its Authorized Users have the right to export all Customer Data, at any time, prior to the effective date of expiration or termination of this Agreement. Upon expiration or termination of this Agreement, Ironclad will delete all Customer Data in accordance with the **Section 8(b)** of the DPA.

   d. **Survival.** The rights and obligations of Ironclad and Customer contained in **Sections 2(g)** (Usage Data), **3** (Fees; Expenses; Taxes), **4** (Proprietary Rights), **5** (Confidentiality), **7(c)** (Rights and Obligations Upon Expiration or Termination), **7(d)** (Survival), **8** (Indemnification), **9** (Limitation of Liability), and **10** (General) will survive any expiration or termination of this Agreement.

8. **INDEMNIFICATION**

   a. **Indemnification by Ironclad.** Ironclad will defend Customer, its officers, directors and employees, from and against any suit or action brought by a third-party against Customer: (i) alleging that the Enterprise Services, as provided by Ironclad and when used by Customer pursuant to this Agreement, infringes any Intellectual Property Right of a third party (the "**IP Indemnity**"); or (ii) resulting from unauthorized disclosure and misuse of Customer Data directly resulting from Ironclad's breach of its obligations under Section 2(e) (Customer Data) or Section 2(f) (Information Security) (the "**Data Indemnity**"). Ironclad shall indemnify and hold harmless Customer from and against any damages and costs awarded against Customer or agreed in settlement by Ironclad (including reasonable attorneys' fees) resulting from such claim, provided that: (x) Customer provides Ironclad with prompt written notice of such claim; (y) Customer provides reasonable cooperation to Ironclad, at Ironclad's expense, in the defense and settlement of such claim; and (z) Ironclad has sole authority to defend or settle such claim, provided that it may not settle any claim in a manner that imposes any material liability upon Customer or requires Customer to admit wrongdoing.

   b. **Injunctions.** If Customer's use of the Enterprise Services is, or in Ironclad's opinion is likely to be, enjoined due to the type of claim specified in **Section 8(a)(i)**, then

Ironclad may at its sole option and expense: (i) replace or modify the Enterprise Services to make them non-infringing and of equivalent functionality; (ii) procure for Customer the right to continue using the Enterprise Services under the terms of this Agreement; or (iii) if Ironclad is unable to accomplish either (i) or (ii) despite using its commercially reasonable efforts, terminate Customer's rights and Ironclad's obligation under this Agreement with respect to such Enterprise Services and refund to Customer a pro-rata portion of the Fees paid for the remaining portion of the Term during which Customer would have had access to the Enterprise Services.

c. **Exclusions**. Notwithstanding the terms of **Section 8(a),** Ironclad will have no liability for any claim of any kind to the extent that it arises from: (i) Customer Data, Third-Party Products, or any other portions or components of the Enterprise Services not supplied by Ironclad; (ii) any modification, combination, or development of the Enterprise Services or portions or components thereof that is not performed by Ironclad; (iii) the combination, operation or use of the Enterprise Services with equipment, devices, or software not supplied by Ironclad, if a claim would not have occurred but for such combination, operation or use; or (iv) Customer's or an Authorized User's use of the Enterprise Services other than in accordance with this Agreement.

d. **Sole Remedy.** THE FOREGOING STATES IRONCLAD'S AND ITS LICENSORS' SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS BY THE ENTERPRISE SERVICES.

e. **Indemnification by Customer.** Customer will defend Ironclad, its officers, directors and employees, from and against any action or suit brought against Ironclad by a third party based or an Authorized User (i) alleging the Customer Data infringes or misappropriates any Intellectual Property Rights; (ii) related to ownership or use of Customer Data; or (iii) related to the Customer administrator's actions with respect to the Customer's account. Customer will indemnify and hold harmless Ironclad from and against any damages and costs awarded against Ironclad or agreed in settlement by Customer (including reasonable attorneys' fees) resulting from such claim, provided that (x) Ironclad provides Customer with prompt written notice of such claim; (y) Ironclad provides reasonable cooperation to Customer, at Customer's expense, in the defense and settlement of such claim; and (z) Customer has sole authority to defend or settle such claim, provided that it may not settle any claim in a manner that imposes any material liability upon Ironclad or requires Ironclad to admit wrongdoing.

9. **LIMITATION OF LIABILITY.**

   a. **Exclusion of Damages. To the fullest extent permitted by law, except for Excluded Claims (as defined below in Section 9(c) and for which there will be no cap on liability), neither Customer nor Ironclad, and its Affiliates and**

suppliers, will be liable under this Agreement for (i) indirect, special, incidental, consequential, exemplary, or punitive damages; or (ii) loss of use, data, business, revenues, or profits (in each case whether direct or indirect), even if the party knew or should have known that such damages were possible, even if a remedy fails of its essential purpose, and regardless of the type of action or theory of liability.

b. **Total Liability. To the fullest extent permitted by law, except for Excluded Claims (for which there shall be no cap on liability) or Special Claims (which are subject to the Enhanced Liability Cap set forth in Section 9(d)), neither party's aggregate liability under this Agreement will exceed the amount paid by Customer to Ironclad during the twelve months prior to the event giving rise to liability.**

c. **Excluded Claims. "Excluded Claims"** means: (i) any intentional misconduct or gross negligence by either party; (ii) any amounts payable to third parties pursuant to Ironclad's IP Indemnity obligations under Section 8(a)(i); or (iii) any amounts payable to third parties pursuant to Customer's indemnification obligations under Section 8(e) (Indemnification by Customer).

d. **Special Claims. "Special Claims"** means (i) any breach by Ironclad of Section 2(e) (Customer Data), Section 2(f) (Information Security), or Section 5 (Confidentiality) resulting in unauthorized disclosure and misuse of Customer Data; or (ii) any amounts payable to third parties pursuant to Ironclad's Data Indemnity obligations under Section 8(a)(ii). For any and all Special Claims, Ironclad's aggregate liability shall be subject to an enhanced liability cap not to exceed three times (3x) **the amount paid by Customer to Ironclad during the twelve months prior to the event giving rise to liability** (the "**Enhanced Liability Cap**").

10. **GENERAL**

   a. **Governing Law.** This Agreement will be governed by the laws of the State of California, without regard to its conflict of law provisions. Any legal action or proceeding relating to this Agreement will be brought exclusively in the state or federal courts located in San Francisco, CA. Ironclad and Customer hereby agree to submit to the jurisdiction of, and agree that venue is proper in those courts in any such legal action or proceeding.

   b. **Order of Preference.** In the event of a conflict between the Enterprise Services Agreement and Order Form, the order of preference will be the Enterprise Services Agreement, then the Order Form, unless the Order Form contains a Special Terms section, which is intended to modify the standard terms of this Enterprise Services Agreement.

   c. **Waiver.** The waiver by either party of any default or breach of this Agreement will not constitute a waiver of any other or subsequent default or breach. No waiver of any provision of this Agreement will be effective unless it is in writing and signed by

the party granting the waiver.

d. **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.

e. **Severability.** In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

f. **Force Majeure.** Neither party will be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money owed) on account of events beyond the reasonable control of such party, which may include without limitation denial-of-service attacks, strikes, shortages, riots, insurrection, fires, flood, storm, explosions, pandemics, acts of God, war, terrorism, governmental action, labor conditions, earthquakes, rolling blackouts, and internet connectivity disruptions.

g. **Relationship Between the Parties.** Nothing in this Agreement will be construed to create a partnership, joint venture or agency relationship between the parties.

h. **Assignment.** Neither party may assign its rights or obligations under this Agreement without the other party's prior written consent. Notwithstanding the foregoing, either party may assign its rights and obligations under this Agreement to an Affiliate as part of a reorganization, or to a purchaser of its business entity or substantially all of its assets or business to which rights and obligations pertain without the other party's consent, provided that: (a) the purchaser is not insolvent or otherwise unable to pay its debts as they become due; (b) the purchaser is not a competitor of the other party; and (c) any assignee is bound hereby. Other than the foregoing, any attempt by either party to transfer its rights or obligations under this Agreement will be void.

i. **Entire Agreement.** This Agreement (including any Exhibits hereto) constitutes the complete and exclusive agreement between the parties concerning its subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, concerning the subject matter of this Agreement.

j. **Amendment.** This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party.

k. **No Third-Party Beneficiaries.** This Agreement is intended for the sole and exclusive benefit of the signatories and is not intended to benefit any third party. Only the parties to this Agreement may enforce it.

This Ironclad Service Level Agreement ("SLA") & Technical Support Schedule ("TSS") shall be governed by and incorporated by reference into the Enterprise Services Agreement and the applicable Order Form entered into between the parties. All capitalized terms contained but not defined herein shall have the meaning ascribed to them in the Agreement.

A. Service Level Agreement. The SLA shall apply solely to Customer's use of the CLM Services and Clickwrap Services.

1. <u>Defined Terms</u>.

   a. "<u>Activity API</u>" 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.

   b. "<u>Application User Interface</u>" 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.

   c. "<u>Emergency Maintenance</u>" means maintenance performed to fix critical functionality, vulnerabilities, or material defects that may substantially impair the usability or performance of the CLM Services or Clickwrap Services.

   d. "<u>Excused Maintenance</u>" means Emergency Maintenance and Scheduled Maintenance.

   e. "<u>Downtime</u>" means at least one of the following: a) the inability to log in to our web applications or APIs or b) the major degradation of a functional feature.

   f. "<u>REST API</u>" means the portions of the Clickwrap Services that are accessed programmatically for integrations into third party applications.

   g. "<u>Scheduled Availability Time</u>" 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).

   h. "<u>Scheduled Maintenance</u>" is any system maintenance performed during a maintenance window. The maintenance window, if one is scheduled, will be available at least two weeks prior to the maintenance window at either: a) https://status.ironcladapp.com/ for *CLM Services* or b) https://status.pactsafe.com/ for *Clickwrap Services*.

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

Availability Per Calendar Month	Service Credit
<99.7% ->= 99.0%	1% of the Annual Subscription Fee
<99.0% ->= 95.0%	2% of the Annual Subscription Fee
Below 95%	3% of the Annual Subscription Fee

j. "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.

k. "Target Uptime" means CLM Target Uptime and Clickwrap Target Uptime.

2. CLM Target Uptime. During the Term of the Agreement, Ironclad will use all commercially reasonable efforts to make the CLM Services available and operational to Customer for 99.7% of the Scheduled Availability Time (the "CLM Target Uptime") as shown on https://status.ironcladapp.com/. If Ironclad does not meet the CLM Target Uptime and Customer is affected by Downtime, Customer will be eligible to receive the applicable Service Credits.

3. CW 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 99.7% of the Scheduled Availability Time (the "CW Target Uptime"), as tracked by each such measure on https://status.pactsafe.com/. If Ironclad does not meet the CW Target Uptime as to any of the three measures and Customer is affected by Downtime, Customer will be eligible to receive the applicable Service Credits.

4. Service Credits. To receive a Service Credit, Customer must issue a Service Credit Request within 7 days of the last day of the month in which Customer believes Ironclad's failure to meet the Target Uptime occurred. 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.

B. Ironclad Technical Support Schedule.

1. <u>Maintenance</u>. Ironclad will make available to Customer all generally available updates and bug fixes to the Enterprise Services. Ironclad will take commercially reasonable efforts to perform Scheduled Maintenance during off-peak hours.

2. <u>Support</u>. Ironclad is available to receive Enterprise Services support inquiries via email (support@ironcladhq.com). Ironclad's support hours are 08:00 AM to 8:00 PM Eastern Standard Time Monday through Friday (excluding standard U.S. holidays) for technical information, technical advice, and technical consultation regarding Customer's use of the Enterprise Services.

3. <u>Help Center Access</u>.Customer shall have 24x7 access to our online Help Center (https://support.ironcladapp.com) for any best practices, integration instructions, or product questions.

4. <u>Email & Web Form Cases</u>. Customer shall have the ability to submit support requests 24x7 through email (support@ironcladhq.com) or the web form accessible via the Ironclad website or Help Center (https://support.ironcladapp.com).