Ironclad Statement of Work for the CLM Drive Package

This Ironclad Statement of Work for the CLM Drive 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 [Professional Services Agreement](#), unless there is an executed Enterprise Services Agreement (or similar primary agreement) by and between Customer and Ironclad (the "Governing Agreement"), which shall govern. 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 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 and each of the corresponding stages in the Implementation Timeline (each, a "**Milestone**," and collectively, the "**Milestones**") 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	The Project Team (defined below) shall work with Customer's Program Driver (defined below) or designated contact to build two (2) Advanced Workflows (defined below) and one (1) Basic Workflow (defined below), as identified in the Order Form and detailed in Section 3 of this SOW (collectively, the "**Workflows**").
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 systems.
Guided Smart Import Contract Migration	If Customer expects to migrate legacy contracts to Ironclad, the Project Team shall provide up to five (5) hours of support to guide Customer through contract migration using Ironclad's Smart Import functionality. Guidance in Ironclad's Metadata Import functionality is out-of-scope.
Guided Salesforce Workflow Setup (if purchased)	The Project Team shall provide up to eight (8) hours of support to allow Customer to setup and configure its own Salesforce-side configuration and the Project Team shall advise and assist as detailed in Section 3 of this SOW.
Guided Coupa	The Project Team shall provide up to eight (8) hours of support to allow Customer to setup and configure its

Workflow Setup (if purchased)	own Coupa-side configuration and the Project Team shall advise and assist as detailed in Section 3 of this SOW.

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) extraction of legacy contract file and data, preparation of input file for migration to Ironclad's Repository (hereafter, the "**Repository**"), loading of legacy documents and data, verification of data migrated to Repository document, and guidance in Ironclad's Metadata Import feature ; (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; (ix) Salesforce or Coupa system and workflow setup is not included unless add-ons are purchased, and listed in the Order Form. 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 one-hundred sixty (160) days. Notwithstanding the foregoing, the "**SOW Term**" commences as of the date the Pre-Kickoff Meeting (defined below) occurs and shall conclude on the earlier of (i) the date that is one-hundred ninety (190) 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 Pre-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 and Milestones for CLM Drive Package

During the SOW Term, Ironclad will perform the following Implementation Services to achieve each of the following Milestones:

A. **Milestone 1: Pre-Implementation Readiness and Discovery**

- Within thirty (30) days of the SOW Effective Date, the Ironclad Project Team will schedule and conduct an initial thirty (30) minute meeting (the "**Pre-Kickoff Meeting**") with the Customer's Program Driver and Project Manager. The Pre-Kickoff Meeting will include: (a) an introduction to Ironclad and Ironclad personnel; (b) an overview of the Implementation Services and the Implementation timelines, including setting a tentative Workflow launch date; (c) review of Customer's Milestone 1 deliverables, including process to submit the Business Requirements (defined below), ensuring access to the Academy Admin Trainings (defined below), and Systems Setup; (d) aligning on the agenda and scheduling for the Kickoff Meeting.

- Within seven (7) days of the Pre-Kickoff Meeting and prior to the Kickoff Meeting, Customer will complete a contract migration and workflow readiness workbook, in a form provided by Ironclad, that will provide Ironclad access to all current and complete copies of the following Customer information relevant to Customer's Workflows: (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**."

- Following Ironclad's receipt of the Business Requirements, Ironclad will schedule and conduct a one (1) hour meeting with Customer's Project Team (the "**Kickoff Meeting**"). The Kickoff Meeting will include (a) an

introduction to Ironclad and Ironclad personnel; (b) an overview of the Implementation Services and the Implementation timelines, including setting a tentative Workflow launch date; (c) an end-to-end walk through of Workflow Designer using a stock demo; (d) Ironclad advising on best practices for Customer to setup and configure Customer's pre-existing Cloud Storage, eSignature, and SSO systems (if necessary); and (e) and a pre-implementation workshop, where Ironclad and Customer will collaboratively review and clarify Customer's Business Requirements and map the Business Requirements to Workflow Designer.

- If necessary, Ironclad will join up to two (2) one hour meetings with Customer's IT Contact, SFDC Administrator, or Coupa Administrator (each defined below) to assist with troubleshooting Systems Setup, Salesforce Setup, or Coupa Setup, as applicable.

- Milestone 1 must be completed within two (2) weeks of the Pre-Kickoff Date (the "**Milestone 1 Completion Date**").

B. Milestone 2: Prepare to Build: Live Private Admin Trainings

- Following the Milestone 1 Completion Date, Ironclad will host two (2) live private Admin training sessions with a duration of approximately two (2) hours each (together, the "Admin Trainings") for no more than five (5) Customer attendees per session. The Parties shall mutually agree upon the dates and times of each Admin Training session at least ten (10) business days in advance of such sessions. Each Admin Training shall be scheduled to occur during business hours (8:30am to 5:00pm) in the Central Standard Time Zone. Trainings include:

  - "Get to Know Ironclad," which provides an overview of Ironclad's interface by orienting attendees to the platform and different user types in preparation for (i) building workflows, and (ii) management of inflight contracts and permissions; and

  - "Design a Workflow and Manage Records," provides an overview of how to (a) build a workflow in Workflow Designer ("**Workflow Designer**"), and (b) 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.

- Live Private Admin Trainings (Milestone 2) must be completed prior to the start of Milestone 3 (the "**Milestone 2 Completion Date**").

C. Milestone 3: Building Workflow #1 and Review, Updates, and Finalization

- Following the Milestone 2 Completion Date, Ironclad will schedule and conduct a two (2) hour discovery meeting with the relevant members of Customer's Project Team to review Customer's Business Requirements for the purposes of designing and building the first Advanced Workflow.

- Ironclad will build the first version of Customer's first Advanced Workflow in Workflow Designer. Thereafter, the Parties will hold four (4) working sessions of up to one (1) hour each to collaboratively configure and iterate the Workflow.

- A portion of the final working session will include an introduction to User Acceptance Testing ("**UAT**") for the Customer to soft-launch the Workflow to a limited number of users for the purposes of testing and receiving user feedback. For the avoidance of doubt, Ironclad will not be responsible for preparing, documenting, or customizing any materials for the purposes of Customer's UAT. Ironclad will not be responsible for any aspects of the execution of such Customer-led UAT session(s).

- The "**collaborative configuration**" or process shall entail Customer's Project Manager and the Ironclad Project Team collaboratively updating and testing all aspects of the Workflow, sharing their screens as necessary, with Ironclad answering questions and providing best practice guidance. The intent of the model is to train Customer's Project Manager on Ironclad's Workflow Designer functionality and to recommend best practices for future Customer-built workflows.

- Milestone 3 must be completed within four (4) to six (6) weeks of the Milestone 2 Completion Date (the "**Milestone 3**

Completion Date")

    D. **Milestone 4: Building Workflow #2 and Review, Updates, and Finalization**

- Following the Milestone 3 Completion Date, Ironclad will schedule and conduct a two (2) hour discovery meeting with the relevant members of Customer's Project Team to review Customer's Business Requirements for the purposes of designing and building the second Advanced Workflow.

- Ironclad will build the first version of Customer's second Advanced Workflow in Workflow Designer. Thereafter, the Parties will hold four (4) working sessions of up to one (1) hour each to collaboratively configure and iterate the Workflow.

- A portion of the final working session will include an introduction to User Acceptance Testing ("UAT") for the Customer to soft-launch the Workflow to a limited number of users for the purposes of testing and receiving user feedback. For the avoidance of doubt, Ironclad will not be responsible for preparing, documenting, or customizing any materials for the purposes of Customer's UAT. Ironclad will not be responsible for any aspects of the execution of such Customer-led UAT session(s).

- Milestone 4 must be completed within four (4) to six (6) weeks of the Milestone 3 Completion Date (the "**Milestone 4 Completion Date**")

    E. **Milestone 5: Building Workflow #3 and Review, Updates, and Finalization**

- Following the Milestone 4 Completion Date, Ironclad will schedule and conduct a one (1) hour discovery meeting with the relevant members of Customer's Project Team to review Customer's Business Requirements for the purposes of designing and building the Basic Workflow.

- Ironclad will build the first version of Customer's Basic Workflow in Workflow Designer. Thereafter, the Parties will hold two (2) working sessions of up to (1) hour each to collaboratively configure and iterate the Customer's Basic Workflow in Workflow Designer in accordance with Customer's Business Requirements.

- A portion of the final working session will include an introduction to User Acceptance Testing ("UAT") for the Customer to soft-launch the Workflow to a limited number of users for the purposes of testing and receiving user feedback. For the avoidance of doubt, Ironclad will not be responsible for preparing, documenting, or customizing any materials for the purposes of Customer's UAT. Ironclad will not be responsible for any aspects of the execution of such Customer-led UAT session(s).

- Milestone 5 must be completed within two (2) to three (3) weeks of the Milestone 4 Completion Date (the "**Milestone 5 Completion Date**")

    F. **Milestone 6: Smart Import Contract Migration**

- Following the Milestone 5 Completion Date, Ironclad will schedule and conduct a thirty (30) minute discovery meeting with the relevant members of Customer's Project Team to review the current state of Customer's legacy contracts. Ironclad will provide best practice guidance around preparing legacy contracts for migration via Smart Import.

- Customer will consolidate legacy contracts, following Ironclad's recommendations, to prepare for the migration to Ironclad.

- Ironclad will hold one (1) working session of up to one (1) hour to collaboratively import up to ten (10) contracts via Smart Import, create up to three (3) custom AI clauses, and configure associated Repository features, including contract reminder emails, saved views, and permissions.

- Ironclad will provide self-service materials and documentation applicable to Customer's Project Team.

- Ironclad is not responsible for nor guarantees the full migration of all legacy documents/contracts into the Repository during the period of the implementation timeline stated in the SOW.

- Ironclad will hold up to two (2) sessions of up to (30) minutes each to troubleshoot questions related to Smart Import.

- For the avoidance of doubt, Customer will be responsible for any metadata import. This support is not intended to support the metadata migration scope.

G. **Milestone 7: User End Testing Completion, Train, and Launch Preparations**

- Following the Milestone 5 Completion Date, the Parties will hold three (3) working sessions of up to (1) hour each to collaboratively finalize the Customer's Workflows (the "U**AT Review Sessions**")

- The UAT Review Sessions shall be for the Parties to review Customer's consolidated UAT feedback and incorporate the UAT feedback into the Workflows (so long as such updates are comprised of actionable fixes that can be performed using the standard platform-level functionality that Ironclad makes available to all customers). If necessary, Customer agrees to conduct any post-meeting Workflow testing to confirm each is ready for launch and conforms to Customer's Business Requirements.

- Upon completing the UAT Review Sessions, the parties will hold a Launch Planning Meeting (the "**Launch Planning Meeting**"), which shall include: (a) Customer's completing a full end-to-end test of the Workflows, including a walkthrough of each Workflow's (i) launch form, (ii) review step, and (iii) sign step; (b) Ironclad advising on best practices on (i) file path management and file storage, (ii) Repository access and use, (iii) Smart Import and legacy document upload, and (iv) Workflow roles; (c) a walkthrough of Customer's groups, permissions, and admin settings to ensure; and (d) collaborative planning to make each Workflow available to Customer's end users, including defining a launch plan and confirming the launch date.

- In connection with Launch Planning, Ironclad will walkthrough the configuration of Customer's groups, permissions, and admin settings. 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.

- Milestone 7 must be completed within three (3) to four (4) weeks of the Milestone 5 Completion Date (the "**Milestone 7 Completion Date**").

H. **Milestone 8: Hypercare, End User Support, Project Wrap-up & Transition**

- Following the Milestone 7 Completion Date and for a period of two (2) weeks, the Ironclad Project Team will be available through email and for up to two (2) thirty minute meetings to support the Customer on any final workflow related questions that may arise (the "**Hypercare Period**").

- At the end of the Hypercare Period, Ironclad will host one (1) final session to answer Customer's questions, if any, prior to transitioning Customer to Ironclad's Success Management team (the "**Transition Meeting**").

I. **Services Related to SFDC or Coupa (In Reference to Software Purchase)**

- If Customer is purchasing the SFDC or Coupa integration (software) as identified in the Order Form, Customer agrees to staff an SFDC or Coupa Administrator, as applicable, who will serve as Customer's primary point of contact with respect to the SFDC or Coupa integration (software) as set forth in this SOW (the "**Integration Administrator**"). The Integration Administrator will be responsible for configuring the Customer's SFDC or Coupa integration with Ironclad and managing any and all updates in Customer's SFDC or Coupa instance in connection with the Implementation. For the avoidance of doubt, Ironclad will neither accept access to nor make any updates directly within Customer's SFDC or Coupa instance.

- Ironclad will provide self-service materials and documentation applicable to such SFDC or Coupa integration (software) to Customer's Integration Administrator or other individual(s) as designated by Customer's Project Manager.

- Customer will be solely responsible for self-implementing its SFDC or Coupa Integration within its own SFDC or Coupa instance, and will be responsible for the ultimate design, build, and testing of all aspects of the SFDC or Coupa integration (software). Notwithstanding the foregoing, Ironclad will meet with Customer to suggest SFDC or Coupa and Ironclad integration points, to answer questions related to the SFDC or Coupa integration (software), and to guide Customer on its configuration of the SFDC Managed Package or Coupa Package features such as Workflow Launch, Workflow Sync, and Record Sync.

- If Customer is purchasing the SFDC or Coupa integration (software) in addition to the Guided Salesforce or Coupa Workflow add-on, additional working sessions may be held to ensure Customer's Ironclad side SFDC or Coupa integration (software) is configured in accordance with Section 3J.

J. **Services Related to Guided Salesforce Workflow or Coupa Guided Workflow (In Reference to Services Purchased)**

- If Customer is purchasing the Guided Salesforce ("**SFDC**") Workflow or Guided Coupa ("**Coupa**") workflow (services), additional working sessions may be held in Milestone 3, detailed in Section 3C, to ensure Customer's Ironclad side SFDC or Coupa integration is configured in accordance with Section 3I.

- If Customer is purchasing the Guided Salesforce Workflow or Guided Coupa workflow (services), additional working sessions may be held in Milestone 4, detailed in Section 3D, to ensure Customer's Ironclad side SFDC or Coupa integration is configured in accordance with Section 3I.

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 Project Team shall be experienced in deploying the Implementation Services. 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.

The Project Team will include the following roles for Ironclad:

Role	Responsibilities
Implementation Manager	The Implementation Manager ("**IM**") is responsible for overall Project delivery. They will own and maintain the Project's implementation plan, timeline, and will track Project Deliverables and/or milestones (as the case may be) and Project risk. The IM will also serve as the initial escalation point internally.
Legal Engineer	The Legal Engineer ("**LE**") will be the point of contact for solution design and platform delivery. The LE will bring legal operations expertise to the Project and will be responsible for, without limitation, Workflow design and build, and process optimization.
Customer Success Manager (if applicable)	If Customer is purchasing an Enterprise Success Plan as identified in the Order Form, the Customer Success Manager ("**CSM**") will be the point of contact for program governance after the Project concludes. The CSM will be responsible for ensuring successful adoption and will provide utilization best practices, value assessments, and KPI tracking as part of regular business reviews.

Customer will staff its own project team (the "**Customer Project Team**") to include the following roles, though multiple roles may be held by an individual:

Role	Responsibilities
Executive Sponsor	The Executive Sponsor will have the ability and authority to champion business process changes for Customer and will also serve as the highest point of escalation internally.
Program Driver	The Program Driver will set the program goals and objectives for the Customer by providing input on Workflow process, design, build, UAT, and rollout strategy. The Program Driver will also be responsible for aligning Customer's business stakeholders and representing the business perspective on behalf of the Customer in relation to the Project.
Project Manager	The Project Manager will be Customer's designated project manager who will act as Ironclad's primary point

	of contact. The Project Manager will coordinate all aspects of each Milestone on behalf of the Customer.
Business Stakeholder Leads	The Business Stakeholder Leads will be responsible for providing input in the Workflow process, design, UAT, and represent business perspective on behalf of the Customer.
IT Contact	The IT Contact will serve as Customer's point of contact with respect to the configuration of the Systems Setup.
SFDC Administrator (if applicable; software purchase was made)	The SFDC Administrator will serve as Customer's point of contact with respect to the SFDC integration (software) as set forth in this SOW. The SFDC Administrator will be responsible for configuring the Customer's SFDC integration (software) with Ironclad and managing any and all updates in Customer's SFDC instance in connection with the Project.
Coupa Administrator (if applicable; software purchase was made)	The Coupa Administrator will serve as Customer's point of contact with respect to the Coupa integration (software) as set forth in this SOW. The Coupa Administrator will be responsible for configuring the Customer's Coupa integration (software) with Ironclad and managing any and all updates in Customer's Coupa instance in connection with the Project.
Ironclad Administrator	The Ironclad Administrator will be responsible for maintaining Customer's Ironclad platform post go-live. This is inclusive of building new workflows, managing existing workflow updates, permission and user management, and other administrator activities.
Learning and Development Specialist	The Learning and Development Specialist will be responsible for owning training and change management for Customer's business divisions and end users.

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 agrees to allow Ironclad to schedule a weekly thirty (30) minute Project delivery review meeting that will be recurring for the duration of the Project and attended by the Ironclad Project Team and Customer's Program Driver and Project Manager.

c. Customer agrees to allow Ironclad to schedule each of the working sessions referenced in Sections 3C-3E at the outset of the relevant Milestone. Customer may request to reschedule any meeting to a new date that is within one (1) week of the original. Ironclad may consider re-scheduling requests that fall outside one (1) week in its sole discretion but makes no representation that such request will be accommodated. Should Ironclad request to reschedule, the SOW Term may be extended by mutual agreement if a new date cannot be found that is within one (1) week of the original working session

and such new date would cause the Parties to exceed the SOW Expiration Date.

d. In the event any Milestone Completion Date is missed and the process detailed in Section 5(b) is not adhered to, Customer understands that Ironclad will mark the Implementation as "At-Risk" and Customer agrees to meet with Ironclad leadership to align on a revised a Implementation Timeline to ensure the Implementation Services can be completed prior to the SOW Expiration Date. In the event the SOW Expiration Date is reached without all Milestone Completion Dates having been achieved, Ironclad may, in its sole discretion, hold the Transition Meeting.

e. 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.

f. Customer will keep Ironclad apprised of business, organizational, and technical developments that may have a material impact on the performance of Implementation Services and Milestone timeline.

g. Customer is responsible for any organizational change management activities to support the Implementation.

h. 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.

i. 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.

j. 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.

k. A delay impacting the Implementation caused by any third-party vendor providing services or products to Customer will be considered Customer's responsibility.

l. 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.

m. 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.

n. 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.

o. Customer is responsible for the ongoing maintenance and updates of the completed Workflows during the SOW Term and following the SOW Expiration Date.

p. 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.

q. Customer understands that during the Implementation Services, Workflows are defined as below:

    a. **"Basic Workflow"** is considered to be a workflow that has no more than three (3) unique templates, no more than five (5) Approvers, no more than three (3) playbook clauses that include up to three (3) fallback and preferred positions, does not integrate with any SFDC, Coupa, or custom API integrations and is utilized by Customer but none of Customer's Business Entities (together, the **"Basic Workflow Requirements"**); and

    b. **"Advanced Workflow"** is considered to be a workflow that has no more than ten (10) unique templates, more

than five (5) Approvers, no more than five (5) playbook clauses that include up to three (3) fallback and preferred positions, and may be utilized by one (1) or more of Customer's Business Entities (together, the "**Advanced Workflow Requirements**").

c. "**Approvers**" are those roles listed within the "Review" window within Workflow Designer and added using either "Add Approver" or "Add advanced conditions".

d. "**Customer Business Entities**" includes any entity organized to do business and operates under a different business name than Customer. Should Customer exceed the limits for either the Basic or Advanced Workflow Requirements, Ironclad in its sole discretion may require Customer to update the relevant Workflow so it abides by the relevant Workflow Requirements. Following the completion of the Implementation Services, Customer is no longer bound by the Basic or Advanced Workflow Requirements.

r. The Implementation Services will be provided remotely via videoconferencing in English during regular business hours (8:30 a.m. to 5:00 p.m. local time for the Ironclad Project Team), Monday through Friday (holidays excluded).

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 certain Milestones 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).