

## Ironclad Statement of Work for Optimization Services Package - Integration Support

This Ironclad Statement of Work for Optimization Services Package - Integration Support (the **"Statement of Work"** or **"SOW"**) effective as of the start date specified in 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 Professional Services

During the SOW Term (defined below), Ironclad is available to perform the services detailed below (the **"Professional Services"**) to assist in optimizing Customer's Integration (defined below), to train Customer to achieve proficiency in the functionality of the Enterprise Services, and to accomplish the Integration as defined in the Order Form (collectively, the **"Project"**), *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 Professional Services is explicitly limited to the Professional 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.

Professional Services	Description
Integration Support	The Project Team shall advise and assist Customer in the configuration of their own Ironclad and Integration-side configuration as detailed in section 3 of this SOW.

#### B. Out-of-Scope

Customer acknowledges and agrees that the scope of Professional Services is explicitly limited to the Professional 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"** materials and execution of UAT sessions; (iii) preparation of a cutover plan and subsequent migration and publication of the Customer's Workflow; (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; and (vii) overall change management and program management. For the avoidance of doubt, Customer will be responsible for the ultimate design, build, and testing of any and all integrations.

### 2. Project Timeline

The **"SOW Term"** commences on the SOW Effective Date and shall conclude on the earlier of (i) the date that is ninety (90) calendar days after the SOW Effective Date, or (ii) the date that the Project Team completes ten (10) hours of Professional Services for each Optimization Services Package purchased in the Order Form (the **"Hours Cap"**) (such earlier date, the **"SOW Expiration Date"**). Ironclad expects to deliver the Professional Services within 60 days of the SOW Effective Date, and Ironclad's hours spent on Professional Services shall not exceed the Hours Cap. Ironclad's hours commitment, inclusive of unused hours, expires on the SOW Expiration Date. Customer acknowledges and agrees that Ironclad's ability to perform the Professional Services during the SOW Term depends upon Customer's timely cooperation and collaborative participation at all times. Ironclad will not be responsible for any delay to the extent caused by actions or inactions of Customer.

### 3. Professional Services

During the SOW Term, the Project Team is available to perform the following Professional Services at Customer's option within the described phases (each a "**Phase**" and together the "**Phases**"). The actual Professional Services to be provided, and their respective Phases, shall be mutually agreed upon by the Parties at the Kickoff Meeting. Not all Professional Services or Phases listed may be applicable or necessary to accomplish the Project. All meetings shall be scheduled to occur during regular business hours (8:30 a.m. to 5:00 p.m .local time).

#### **Phase 1: Kickoff & Business Requirements Review**

- Prior to the initial meeting (the "**Kickoff Meeting**"), Customer will provide Ironclad access to all current and complete copies of the following Customer information relevant to Customer's Integration: (i) Customer's business process (which shall include, without limitation, Customer's processes, contract approval and signature procedures/matrices, policies, and/or Workflow diagrams); and (ii) architecture designs and technical integration components. Subclauses (i) through (ii) herein shall collectively be referred to as the "**Business Requirements**."
- Ironclad will review Customer's Business Requirements for the relevant Integration prior to the scheduled Kickoff Meeting.
- The Kickoff Meeting will include an introduction to Ironclad and Ironclad personnel, an overview of the Professional Services the Project Team is available to perform, questions and clarifications (if any) regarding Customer's submitted Business Requirements, if necessary, an end-to-end demonstration of Ironclad's Workflow Designer, which shall be provided at Customer's request ("**Workflow Designer**"), and alignment on the Professional Services Customer wishes the Project Team to perform.

#### **Phase 2: Integration Setup**

- If Customer is purchasing or has purchased an integration as identified in the Order Form between the Ironclad Platform and a third-party service (the "**Integration**"), at Customer's request, Ironclad will provide self-service materials and documentation applicable to such Integration to Customer's Integration administrator or other individual(s) as designated by Customer's Project Manager.
- Ironclad will hold sessions with the Integration administrator ("Guided Sessions") to: (1) suggest Integration and Ironclad integration points, (2) answer questions related to the Integration, and (3) guide Customer on its configuration of the integration features (e.g. Workflow Launch, Workflow Sync, Record Sync, Contract Sync, etc..). For the avoidance of doubt, Customer will be solely responsible for the design, configuration, and testing of all aspects of the Integration, and Ironclad will neither accept access to nor make any updates directly within Customer's Integration instance.

#### **Phase 3: User Acceptance & Rollout Support**

- Upon Customer's request, Ironclad will meet with Customer to review Customer's consolidated UAT feedback and to provide guidance to Customer so that Customer can incorporate its UAT feedback into the Integration/Workflow(s) accordingly (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).
- For the avoidance of doubt, Ironclad will not be responsible for preparing, documenting, or customizing any of Customer's UAT Materials. Ironclad will not be responsible for any aspects of the execution of such Customer-led UAT session(s).
- In connection with the foregoing, Ironclad will also provide to Customer .pdf versions of a toolkit that includes 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.
- Upon Customer's request, Ironclad will be available to answer Customer's questions related to the relevant Integration/Workflows ("**Hypercare**"). Hypercare shall consist of issue resolutions, troubleshooting, and/or advisory services, and the Project Team will not make any further configuration updates to a deployed Workflow.

#### **4. Project Team**

No later than ten (10) business days following the SOW Effective Date, Ironclad will staff a project team with the skills and experience required to successfully complete the Professional Services (the **"Project Team"**). The Project Team shall be experienced in deploying the Professional Services. The Project Team assigned to perform the Professional Services will remain assigned to the Project until the SOW Expiration Date, but are not dedicated full-time to the Project. 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 & Project Assumptions**

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

- a. Customer understands that Ironclad's ability to perform the Professional Services during the SOW Term depends upon Customer's timely cooperation and collaborative participation with Ironclad.
- b. Customer understands that listing of all available Professional Services in this SOW is not a warranty that each service will be performed by Ironclad. Ironclad is not obligated to perform all available Professional Services listed in this SOW. Ironclad will perform only those Professional Services requested by Customer prior to the SOW Expiration Date.
- c. 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 Project) attend and participate in all meetings, working sessions, training, and/or testing.
- d. Customer will provide an executive sponsor to the Project who possesses knowledge of existing Customer processes and has the ability and authority to champion business process changes for Customer.
- e. 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.
- f. Customer will keep Ironclad apprised of business, organizational, and technical developments that may have a material impact on the performance of Professional Services.
- g. Customer is responsible for any organizational change management activities to support the Project.
- h. Customer is responsible for the performance of its employees and agents, including any contribution they make to the Project, and for the accuracy and completeness of all data, information, and materials provided to Ironclad.
- i. The Professional Services may include advice and recommendations, but Customer understands that all decisions in connection with the Project 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 Project 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 Project, 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. 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 completed Workflow(s) during the SOW Term and following the SOW Expiration Date.
- p. The Professional 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. Professional Services Fee**

The fee for the Professional Services shall be set forth in the Order Form.

## **7. Project Modification**

The Parties acknowledge that the provision of certain Professional Services may require intermediate steps that are not identifiable as of the SOW Effective Date, nor performable until the Professional Services have progressed to a certain degree during the SOW Term. As a result, the Professional Services may need to be adjusted during the SOW Term. In the event of a material change in scope that (i) requires Professional Services to be continued after the SOW Expiration Date and/or (ii) an increase in the Hours Cap, the Parties agree to execute a new Order Form referencing a statement of work containing the same terms as those herein. For the avoidance of doubt, Ironclad shall not proceed with any modifications to the Project unless documented in a new Order Form that is executed by both Parties.

## **8. Subcontracting**

Ironclad may subcontract any portion of the Professional 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 Professional 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 Terms section of the applicable Order Form clearly specifies that it modifies the Governing Agreement or this SOW, as the case may be).