

## Ironclad Statement of Work for the Guided Coupa Workflow Package

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

### 1. Scope of Services

#### A. Description of In-Scope Implementation Services

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

Implementation Services	Description
Guided Coupa Workflow	The Project Team shall advise and assist Customer in the configuration of their own Ironclad and Coupa-side configuration 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) preparation of UAT materials and execution of UAT sessions; (ii) preparation of launch materials; (iii) preparation of end user training materials and execution of end user training sessions; (iv) SCIM group management and user attribute syncing; (v) overall change management and program management; (vi) delivery of any integration build; (vii) configuration or reconfiguration of Ironclad workflows; and (viii) configuration or reconfiguration of customer’s Coupa instance. For the avoidance of doubt, Customer will be responsible for the ultimate design, configuration, and testing of the Integration.

### 2. Implementation Timeline

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

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

### **3. Implementation Services and Milestones for Coupa Implementation Package**

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

#### **Milestone 1: Kickoff & Integration Overview**

- Prior to the initial meeting (the "**Kickoff Meeting**"), Ironclad will provide self-service materials and documentation applicable to the Coupa Integration (the "**Integration Materials**") to Customer's Coupa Administrator or other individual(s) as designated by Customer's Project Manager (the "**Coupa Administrator**").
- The Kickoff Meeting will be among the Project Team, Customer's Project Manager and Coupa Administrator and include an introduction to the Integration and questions and clarifications (if any) regarding Customer's review of the Integration Materials.

#### **Milestone 2: Guided Setup Sessions**

- Ironclad will meet with the Coupa Administrator and Ironclad POC weekly over the course of eight (8) weeks to suggest Coupa and Ironclad integration points, to answer questions related to the Coupa Integration, and to guide Customer on its configuration of the integration features including workflow launch & automated approval. For the avoidance of doubt, Customer will be solely responsible for the design, configuration, and testing of all aspects of the Coupa Integration, and Ironclad will neither accept access to nor make any updates directly within Customer's Coupa instance.
- In the event (i) Customer requests more than eight (8) weeks of support with Ironclad, and/or (ii) the Project Team provides more than twenty-five (25) hours of support to Customer in connection with this Section 3, the Parties shall negotiate the terms of a Change Order in accordance with the process set forth in Section 7.

### **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**"). All assigned Ironclad staff and subcontractors (if applicable) are 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 the Implementation. On occasion, Ironclad may need to change or add Ironclad staff. Should this occur, Ironclad will coordinate with Customer to minimize the impact.

### **5. Customer Responsibilities & Implementation Assumptions**

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

- a. Customer understands that Ironclad's ability to perform the Implementation Services during the SOW Term depends upon Customer's timely cooperation and collaborative participation with Ironclad.
- b. Customer will ensure that the appropriate resources (including, without limitation, the necessary business stakeholders, subject matter experts, and/or IT personnel for functional requirements gathering and implementation) attend and participate in all meetings.
- c. 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 Milestone on behalf of the

Customer and shall have the ability to engage in all Milestones.

- d. 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.
- e. Customer is responsible for any organizational change management activities to support the Implementation.
- f. 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.
- g. 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.
- h. 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.
- i. A delay impacting the Implementation caused by any third-party vendor providing services or products to Customer will be considered Customer's responsibility.
- j. Ironclad is not responsible for any alteration or other modification made during the Implementation by Customer or third parties working on Customer's behalf.
- k. 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.
- l. Customer is responsible for overall project management, business process design, testing, end user training, change management, and any integration build not explicitly listed or defined in this SOW.
- m. Customer is responsible for the ongoing maintenance and updates of the Integration during the SOW Term and following the SOW Expiration Date.
- n. The Implementation Services will be provided remotely via videoconferencing in English during regular business hours (8:30 am to 5:00 pm 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 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 may be unknown as of the SOW Effective Date, and/or (ii) whether Ironclad's performance of Implementation Services may 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, the applicable Order Form, and any additional statement of work the Customer and Ironclad may have entered into, the following order of precedence shall govern: (i) first, this SOW (only with respect to the subject matter of this SOW); (ii) second, any additional SOW (with respect to the subject matter contained therein), (iii) third, the Governing Agreement; and (iv) fourth, 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).