Ironclad Statement of Work for the CLM Drive III Package

This Ironclad Statement of Work for the CLM Drive III 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 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 6 of this SOW. The Implementation Services shall commence as of the Implementation Start Date (defined below) and will conclude on the SOW Expiration Date (defined below) (the, "**SOW Term**" 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 **"Phase**," and collectively, the **"Phases"**) 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 Implementation 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 Implementation 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 Implementation 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.

2. Implementation Timeline

The SOW Term shall commence on the Start Date of One-Time Services specified on the Order Form (the "**Implementation Start Date**"), and shall conclude on the earlier of (i) date that is twenty-one (21) weeks from the Implementation Start Date or (ii) the date of completion of Implementation Services (such earlier date the "**SOW Expiration Date**"), collectively, (the "**Implementation Timeline**"). 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 Phases for CLM Drive III Package

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

Phase 1: Pre-Implementation Readiness and Discovery

- **Pre-Kickoff Sync.** The Ironclad Implementation 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 Phase 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.
- **Implementation Kickoff.** Following the Pre-Kickoff Sync, Ironclad will schedule and conduct a one (1) hour meeting with Customer's Implementation 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;
- **Requirements Gathering.** Prior to the Kickoff Meeting, Customer agrees to make best efforts to provide Ironclad access to all current and complete copies of the following Customer information relevant to Customer's workflows: (a) Customer's business process (which shall include, Customer's processes, contract approval and signature procedures/matrices, policies, and/or workflow diagrams); and (b) Customer's contract template(s), conspicuously annotated with dynamic fields and conditional logic herein shall collectively be referred to as the "Business Requirements."
- **Integrations Configuration.** If necessary, Ironclad will join up to two (2) 30 minute meetings with Customer to assist with troubleshooting Customer's eSignature, SSO and/or Cloud Storage integrations, as applicable.

Phase 2: Preparing to Configure: Live Private Admin Trainings

- 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:
    - **Admin Training 1.** "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

- - **Admin Training 2.** "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 (Phase 2) must be completed prior to the start of Phase 3 (the "Phase 2 Completion Date").

Phase 3: Building Workflow #1 and Review, Updates, and Finalization

- **Design Session(s)**. Following the completion of Phase 2, Ironclad will host a Design Session where Ironclad and Customer will jointly review the previously submitted Business Requirements for the purposes of designing and building the Basic Workflow. It is at the discretion of the Ironclad Implementation Team, in collaboration with Customer, to determine if additional Design Session(s) are required. Ironclad will align the Business Requirements to Ironclad's workflow concepts and product features and will track updated workflow design decisions in the Discovery and Design workbook, provided by Ironclad, detailing the preliminary design of each in-scope workflow. Customer will confirm in writing approval of the design decisions documented in the Discovery and Design Workbook prior to advancing to the workflow configuration phase.
- **Workflow Configuration.** Ironclad will rely upon Customer's Discovery and Design Workbook and contract templates to configure the first version of Customer's Basic workflow in workflow designer. Thereafter, Ironclad and Customer will hold up to four (4) working sessions of up to one (1) hour each to review functional testing feedback and iterate the Workflow.
- **Functional Testing.** After completing the build of the first version of Customer's workflow, Customer's Implementation Team will conduct its own functional, integrated testing ("Functional Testing"). For the avoidance of doubt, Customer will be responsible for all aspects of Functional Testing in its own representative environment and will be responsible for centralizing testing feedback in the Ironclad provided workflow feedback document. Upon completion of Functional Testing and Workflow Configuration, Customer will confirm in writing that such workflows are ready for Customer-led UAT. For avoidance of doubt, any changes or modifications requested by Customer after the completion of Functional Testing will be incorporated during the UAT Feedback Incorporation period (defined below).
- **Customer-led UAT and Hypercare.** User Acceptance Testing Completion, Launch Planning, and Hypercare for all three workflows will occur during Phases 6 and 7.

Phase 4: Building Workflow #2 and Review, Updates, and Finalization

- **Design Session(s).** Following the completion of Phase 2, Ironclad will host a Design Session where Ironclad and Customer will jointly review the previously submitted Business Requirements for the purposes of designing and building the first Advanced Workflow. It is at the discretion of the Ironclad Implementation Team, in collaboration with Customer, to determine if additional Design Session(s) are required. Ironclad will align the Business Requirements to Ironclad's workflow concepts and product features and will track updated workflow design decisions in the Discovery and Design workbook, provided by Ironclad, detailing the preliminary design of each in scope workflow. Customer will confirm in writing approval of the design decisions documented in the Discovery and Design Workbook prior to advancing to the workflow configuration phase.
- **Workflow Configuration.** Ironclad will rely upon Customer's Discovery and Design Workbook and contract templates to configure the first version of Customer's Advanced workflow in workflow designer. Thereafter, Ironclad and Customer will hold up to eight (8) working sessions of up to one (1) hour each to review functional testing (defined below) feedback and iterate the Workflow.
- **Functional Testing.** After completing the build of the first version of Customer's workflow, Customer's Implementation Team will conduct its own functional, integrated testing ("Functional Testing"). For the

avoidance of doubt, Customer will be responsible for all aspects of Functional Testing in its own representative environment. Upon completion of Functional Testing, Customer will confirm in writing that such workflows are ready for Customer-led UAT. For avoidance of doubt, any changes or modifications requested by Customer after the completion of Functional Testing, will be incorporated during the UAT Feedback Incorporation period (defined below).

- **Customer-led UAT and Hypercare.** User Acceptance Testing Completion, Launch Planning, and Hypercare for all three workflows will occur during Phases 6 and 7.

Phase 5: Building Workflow #3 and Review, Updates, and Finalization

- **Design Session(s).** Following the completion of Phase 2, Ironclad will host a Design Session where Ironclad and Customer will jointly review the previously submitted Business Requirements through the Ironclad provided Design and Discovery Workbook for the purposes of designing and building the second Advanced Workflow. It is at the discretion of the Ironclad Implementation Team, in collaboration with Customer, to determine if additional Design Session(s) are required. Ironclad will align the Business Requirements to Ironclad's workflow concepts and product features and will track updated workflow design decisions in the Discovery and Design workbook, provided by Ironclad, detailing the preliminary design of each in-scope workflow. Customer will confirm in writing approval of the design decisions documented in the Discovery and Design Workbook and approval of finalized contract templates, if applicable, prior to advancing to the workflow configuration phase.
- **Workflow Configuration.** Ironclad will rely upon Customer's Discovery and Design Workbook and contract templates to configure the first version of Customer's workflows in workflow designer. Thereafter, Ironclad and Customer will hold up to eight (8) working sessions of up to one (1) hour each to review functional testing feedback (defined below) and iterate the Workflow.
- **Functional Testing.** After completing the build of the first version of Customer's workflow, Customer's Implementation Team will conduct its own functional, integrated testing ("Functional Testing"). Prior to the final working session, Customer will conduct its own functional, integrated testing ("Functional Testing"). For the avoidance of doubt, Customer will be responsible for all aspects of Functional Testing in its own representative environment. Upon completion of Functional Testing, Customer will confirm in writing that such workflows are ready for Customer-led UAT. For avoidance of doubt, any changes or modifications requested by Customer after the completion of Functional Testing, will be incorporated during the UAT Feedback Incorporation period (defined below).
- **Customer-led UAT and Hypercare.** User Acceptance Testing Completion, Launch Planning, and Hypercare for all three workflows will occur during Phases 6 and 7.

Smart Import Contract Migration Advisory (Runs concurrently with Phases 3-5)

- Ironclad will schedule and conduct a thirty (30) minute discovery meeting with the relevant members of Customer's Implementation 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 or properties, 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 Implementation 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.

Phase 6: Customer-led User Acceptance Testing ("UAT")

- **UAT Preparation:** Ironclad will provide Customer's Project Manager with a sample UAT checklist, sample UAT test script, and a workflow feedback sheet that Customer will conform to prepare its own UAT materials for Customer's workflow(s) (collectively, the "UAT Materials"). For the avoidance of doubt, Ironclad will not be responsible for preparing, documenting, or customizing any of Customer's UAT Materials.
- **UAT Execution.** Customer will identify representatives to participate in Customer-led UAT sessions for Customer's workflow(s). For the avoidance of doubt, Ironclad will not be responsible for any aspects of the execution of such Customer-led UAT sessions. Upon the conclusion of such Customer-led sessions, Customer's Project Manager will collect and consolidate feedback (if any) on one (1) feedback sheet per workflow (each, a "Feedback Sheet") and provide such Feedback Sheet(s) to Ironclad.
- **UAT Feedback Incorporation and Sign Off.** Upon receipt of Customer's final workflow feedback sheet, Ironclad will host one (1) session with Customer's Project Manager (and other Customer representatives as identified by Customer's Project Manager) to discuss such feedback. Ironclad will then incorporate such feedback, update the workflows 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). The Parties will hold three (3) working sessions of up to (1) hour each to finalize the Customer's Workflows (the "UAT Review Sessions") and confirm in writing with Customer when the final version of each workflow is ready for review and sign off by Customer. Upon confirmation by Customer that such workflows are ready for publication, Customer will confirm in writing to Ironclad that such workflows are ready for publication within Customer's production environment.

Phase 7: Launch Support, Production Deployment and Rollout Phase

- **Launch Support.** Ironclad will provide Customer with sample launch content, communications, and other best practices for successful adoption of Ironclad. Customer may use these materials to prepare its own Launch materials customized for Customer's workflows (collectively, the "Launch Materials"). For the avoidance of doubt, Ironclad will not be responsible for preparing, documenting, or customizing any of Customer's Launch Materials.
- **Cutover Plan.** If applicable, Ironclad will provide Customer's Project Manager with a sample cutover plan document that Customer will conform to prepare its own plan and schedule for migration of the workflows from Customer's demo environment to its production environment in order to prepare for the deployment of its workflows to Customer's end users (the "Cutover Plan"). For the avoidance of doubt, Ironclad will not be responsible for preparing, documenting, customizing, or executing Customer's Cutover Plan.
- **Launch and Publication.** If applicable, Customer will migrate each workflow from Customer's demo environment to its production environment in accordance with Customer's Cutover Plan. Upon publication of each workflow, Customer will confirm in writing that such workflows are ready for Customer to launch to its end users in Customer's production environment.

Phase 8: Hypercare & Implementation Close-out

- **Hypercare.** For a period of up to two (2) weeks following the Launch and Publication of the three workflows, Ironclad will provide post-launch hypercare support ("Hypercare") via email and for up to two (2) thirty-minute meetings. For the avoidance of doubt, Hypercare shall consist of issue

resolutions, troubleshooting, and/or advisory services, and the Implementation Team will not make any further configuration updates to a deployed workflow.

- **Implementation Close Out.** For the avoidance of doubt, the configuration of Customer's workflows in their production instance of Ironclad will serve as the definitive record of configuration decisions at the time of implementation close out. At the end of the Hypercare Period, Ironclad will host one (1) final session to close out the implementation, prior to transitioning Customer to Ironclad's Success Management team (the "**Closing Meeting**").

4. Implementation Team

Ironclad will staff an Implementation Team, following the Implementation Start Date, with the skills and experience required to successfully complete the Implementation Services (the "**Implementation Team**"). The Implementation 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 Implementation Team as it deems reasonably necessary. Should this occur, Ironclad will coordinate with Customer to minimize the impact.

The Implementation Team will include the following roles for Ironclad:

Role	Responsibilities
Deployment Sponsor	The Deployment Sponsor will be responsible for program governance, will ensure executive alignment, and will also serve as an escalation point internally
Implementation Manager	The Implementation Manager ("**IM**") is responsible for overall Project delivery. They will own and maintain the project's timeline and risk log management and oversight. The IM will serve as the initial escalation point internally and will schedule and attend the following calls: PreKO + KO calls, Weekly 30-minute program syncs, and the closing meeting.
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 a success plan that includes a customer success manager 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 Implementation Team (the "**Customer Implementation 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 Phase 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.
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. 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) extraction of entities file and data, preparation of input file for importing to Ironclad's Entities (hereafter, the "**Entities**"), loading of entities and data, verification of data migrated to Entities; (iii) preparation of user acceptance testing or "UAT" (detailed below) materials and execution of UAT sessions; (iv) preparation of a cutover plan and subsequent migration and publication of each of Customer's Workflows; (v) migration of clauses between Customer's Ironclad instances; (vi) preparation of launch materials; (vii) preparation of end user training materials and execution of end user training sessions; (viii) configuration of Ironclad's Obligation Management feature; (ix) training of Ironclad's Custom AI Properties and AI Clauses features; (x) system for cross-domain identity management or "SCIM" group management and user attribute syncing; (xi) overall change management and program management; and (xii) delivery of any integration build; (xiii) 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.

6. 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. During the SOW Term, Customer consents to the addition of any necessary Implementation Team members, as Administrators, to any Customer instance of Ironclad for the purposes of completing the Implementation Services.

c. 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 Implementation Team and Customer's Program Driver and Project Manager.

d. Customer agrees to allow Ironclad to schedule each of the working sessions referenced in Sections 3C-3E at the outset of the relevant Phase. 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.

e. In the event any Phase Completion Date is missed and the process detailed in Section 6(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 Phase Completion Dates having been achieved, Ironclad may, in its sole discretion, hold the Transition Meeting.

f. 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.

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

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

i. 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.

j. 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.

k. 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.

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

m. 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.

n. 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.

o. 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.

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

q. 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.

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

- **"Basic Workflow"** is considered to be an Internal Workflow or Public 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

- **"Advanced Workflow"** is considered to be an Internal Workflow or Public Workflow that has no more than ten (10) unique templates, no 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**").

- "**Internal Workflow**" is a Workflow launched by users provisioned in a Customer's Ironclad instance.

- "**Public Workflow**" is a Workflow launched by counterparties accessing a public URL. used to launch contracts by anyone accessing a URL.

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

- "**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.

s. 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 Implementation Team), Monday through Friday (holidays excluded).

7. 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 8.

8. Change Orders

The Parties acknowledge that certain Phases 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.

9. 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.

10. 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).