

Ironclad Statement of Work for the Repository Design and Migration Advisory Package

This Ironclad Statement of Work for the Repository Design and Migration Advisory 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

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 “**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
Systems Setup	The Implementation Team shall update Ironclad settings to allow Customer to setup and configure Customer’s pre-existing SSO systems.
Repository Design and Migration Advisory Services	The Implementation Team will provide up to 10 hours of advisory services. The advisory services are limited to 1) providing advice and guidance to

Customer in the planning, design, and execution of Customer's legacy document migration, and 2) best practices for configuring Ironclad's Repository features.
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2. Implementation Timeline

The SOW Term shall commence on the Start Date of One-Time Services specified on the Order Form, and shall conclude on the earlier of (i) date that is eight (8) 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 Milestones for Repository Design and Migration Advisory

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

Milestone 1: Discovery and Design

- Within thirty (30) days of the SOW Effective Date, the Ironclad Implementation Team will schedule and conduct an initial thirty (30) minute meeting (the "**Kickoff Meeting**") with the Customer's Project Manager. 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 launch date; and (c) review of Customer's deliverables, including process to finalize the Repository Design Requirements (defined below), and Systems Setup.
- Following the Kickoff Meeting, Customer will complete the Ironclad Academy and enablement resources provided by Implementation Team on Repository functionality.
- Within seven (7) days of the Kickoff Meeting, Customer will complete Contract Migration Discovery questions in the Discovery and Design Workbook, in a form provided by Ironclad.
- Customer will export contract data and documents from existing service providers.
- Customer will provide a sample data export, including a sample data file and contract documents for a minimum of fifty (50) contracts, to Ironclad in a format that meets Ironclad's requirements and data migration requirements.

- Following Ironclad's receipt of the completed Contract Migration Discovery questions and sample data export, Ironclad will schedule and conduct an one (1) hour meeting with Customer's Implementation Team (the "**Discovery Meeting**"). The Discovery Meeting will include (a) a review of the current state of Customer's legacy contracts; (b) a review of Customer's contract management and reporting goals; and (c) Ironclad advisory on best practices for Customer to prepare input files.
- Following the Discovery Meeting, Ironclad will create a document that outlines decisions made by Customer, including but not limited to; contract relationships, record properties, record types, and permissions (the "**Repository Design Requirements**").
- Ironclad will complete one (1) iteration of the Repository Design Requirements. Customer will confirm Repository Design Requirements in writing.
- Milestone 1 must be completed within two (2) weeks of the Kickoff Meeting (the "**Milestone 1 Completion Date**").

Milestone 2: Contract Migration

- Following the Milestone 1 Completion Date, Ironclad will provide a document which will include step-by-step guidance for Customer to complete legacy document migration that aligns with the Repository Design Requirements (the "**Ironclad Migration Guidance**").
- Customer will consolidate legacy contracts and configure the metadata input file, following Ironclad's recommendation, to prepare for migration to Ironclad.
- Ironclad will hold one (1) working session of up to one (1) hour to collaboratively follow the Ironclad Migration Guidance steps and import up to ten (10) contracts with legacy data.
- Customer will complete migration to Repository for remaining legacy documents.
- Ironclad will hold up to two (2) sessions of up to (30) minutes each to troubleshoot questions related to contract migration.
- Contract Migration (Milestone 2) must be completed within three (3) weeks of the Milestone 1 Completion Date (the "**Milestone 2 Completion Date**").

Milestone 3: Repository Configuration

- Following the Milestone 2 Completion Date, Ironclad will schedule and conduct a one (1) hour working session to collaboratively configure associated Repository features, including contract reminder emails, saved views, and permissions, and prepare for launching to Customer's end users.
- Milestone 3 must be completed within two (2) weeks of the Milestone 2 Completion Date (the "**Milestone 3 Completion Date**").

Milestone 4: Project Acceptance and Transition

- Following the Milestone 3 Completion Date, Ironclad will host one (1) session to answer Customer’s questions, if any, prior to transitioning Customer to Ironclad’s Success Management team (the “**Transition Meeting**”).

4. Implementation Team

Ironclad will staff an implementation team (“Implementation Team”) 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
Legal Engineer	The Legal Engineer (“ LE ”) will be the point of contact for solution design and project delivery. The LE will bring legal operations expertise to the Implementation and will be responsible for legacy contract migration process optimization.

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.
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 Repository 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 Repository management, building new workflows, managing existing workflow updates, permissions and user management, and other administrator activities.

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, editing metadata input file for migration to Ironclad's Repository (the "**Repository**"), loading of legacy documents and data, and verification of data migrated to Repository; (ii) document sorting, document merging, or document separation; (iii) creation of the metadata input file, data cleansing, data transformation or data validation; (iv) training of Ironclad's Custom AI Properties and AI Clauses features; (v) 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; (vi) preparation of user acceptance testing or UAT materials and execution of UAT sessions; (vii) management and training with other third party vendors that Customer has engaged to support the scope of this engagement; (viii) preparation of a cutover plan and subsequent migration and publication of each of Customer's Workflows; (ix) preparation of launch materials; (x) preparation of end user training materials and execution of end user training sessions; (xi) system for cross-domain identity management or "SCIM" group management and user attribute syncing; (xii) overall change management and program management; (xiii) delivery of any integration build; (xii) Salesforce or Coupa system and workflow setup (unless such add-ons are purchased and listed in the Order Form).

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. In the event any Milestone Completion Date is missed, Customer understands that Ironclad may mark the Implementation as “At-Risk” and Customer agrees to meet with Implementation Team to align on a revised 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.
- d. 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.
- e. 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.
- f. Customer is responsible for any organizational change management activities to support the Implementation.
- g. 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.
- h. 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.
- i. 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.
- j. A delay impacting the Implementation caused by any third-party vendor providing services or products to Customer will be considered Customer’s responsibility.
- k. Customer is responsible for the management and training of any third-party vendors that Customer has engaged to support the scope of this engagement.
- 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, Repository design, testing, end user training, change management, and any integration build not explicitly listed or defined in this SOW.
- o. Customer is responsible for any metadata import. 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 this SOW.
- p. Customer is responsible for the ongoing maintenance and updates to the Repository during the SOW Term and following the SOW Expiration Date.
- q. Customer is responsible for preparing, documenting, or customizing any of Customer's launch materials.
- r. The Professional 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 7.

8. 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.

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). If Customer has purchased a separate professional services package from Ironclad that also includes legacy contract migration components (e.g. the “Guided Smart Import Contract Migration” milestone of a Guide, Assist, or Drive package), the Milestones in this SOW will supersede the milestones in that package’s statement of work solely with respect to legacy contract migration and repository design.