



Ironclad Statement of Work for Optimization Services Package - 12-Hour Advisory Services

This Ironclad Statement of Work for Optimization Services Package - 12-Hour Advisory Services (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

Description of In-Scope Professional Services

During the SOW Term (defined below), Ironclad is available to perform any of the services detailed below at Customer’s option (the “**Professional Services**”) to assist in optimizing Customer’s Workflow(s) (defined below), to train Customer to achieve proficiency in the functionality of the Enterprise Services, and to accomplish the Purpose as defined in the Order Form (collectively, the “**Project**”), 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 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
Legal Engineering Advisory Services	Ironclad will staff a Legal Engineer to this Implementation to provide up to twelve (12) hours of advisory services (the "LE Advisory Hours"). The advisory services are limited to providing advice and guidance to Customer in the general best practices advice in the configuration of Ironclad. The LE Advisory Hours shall expire on the Project End Date.

2. Project 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 twelve (12) weeks from the Implementation Start Date or (ii) the date that the Implementation Team completes twelve (12) 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’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 Implementation Team is available to perform the following Professional Services at Customer's option.

Legal Engineer Advisory Services

- Ironclad will provide advisory services to support configuration of customer's Ironclad instance. The advisory services are limited to providing advice and guidance to Customer in the configuration of the customer's Ironclad instance and the planning, design, configuration and testing of customer's configured workflows

The available Professional Services for this package are strictly advisory and limited to a maximum of two (2) priority areas selected by the Customer from the list below.

Professional Services	Description
Workflow Optimization/Update	Requirements review, best-practice recommendations, and collaborative configuration with customer sharing screen.
Workflow Building Support	Initial version build can be supported then iteratively refined via collaborative sessions; scope remains within the hours cap and term.
OOTB Integration Support	Guided sessions, self-service materials, customer executes all integration-side work.
Repository Setup	Guidance on repository structure, including best practices for organization, data points, and metadata, to be implemented by the customer.
Insights	Review of customer data and usage, followed by collaborative sessions to identify key metrics and set up Insights dashboards or reports.
New Admin Onboarding	Advisory sessions to walk a new administrator through key Ironclad features, user management, and best practices for managing workflows.
Playbooks	Guidance on configuring AI Playbooks to automatically detect and flag terms, providing pre-approved fallback positions, and setting up trigger rules to notify relevant stakeholders.

4. Implementation Team



Ironclad will staff an Implementation Team following the SOW Effective 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 Professional Services. The Implementation 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 Implementation Team as it deems reasonably necessary. Should this occur, Ironclad will coordinate with the Customer to minimize the impact.

5. 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; (vii) overall change management and program management, (viii) delivery of any integration build; and (ix) hands-on keyboard work. For the avoidance of doubt, Customer will be responsible for the ultimate design, build, and testing of any and all integrations.

6. 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. Project management for any Customer internal activities or parallel work streams not expressly included in this SOW is out of scope.
- c. 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.
- 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 Project) attend and participate in all meetings, working sessions, training, and/or testing.
- e. 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.
- f. 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.
- g. Customer will keep Ironclad apprised of business, organizational, and technical developments that may have a material impact on the performance of Professional Services.



- h. Customer is responsible for any organizational change management activities to support the Project.
- i. 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.
- j. 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.
- 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 Project 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 Project, 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. 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 completed Workflow(s) during the SOW Term and following the SOW Expiration Date.
- q. 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. Professional Services Fee

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

8. 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.

9. 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.

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