

Ironclad Statement of Work for the CLM Guide Package

This Ironclad Statement of Work for the CLM Guide 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 competency 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 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
Collaborative Configuration	The Implementation Team (defined below) shall assist Customer’s Ironclad Admin (defined below) in the configuration of one (1) Basic Workflow (defined below), as identified in the Order Form and detailed in Section 3 of this SOW (hereafter, the “ Workflow ”).
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.
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 twelve (12) 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 for CLM Guide Package

During the SOW Term, Ironclad will perform the following Implementation Services:

A. Milestone 1: Pre-Implementation Readiness and Discovery

- Prior to the commencement of the Kickoff Meeting (defined below), Customer will complete a contract migration and workflow readiness workbook, in a form provided by Ironclad, that will provide Ironclad access to all current and complete copies of the following Customer information relevant to Customer’s Workflow: (i) Customer’s business process (which shall include, without limitation, Customer’s processes, contract approval and signature procedures/matrices, policies, and/or workflow diagrams); (ii) Customer’s contract template, conspicuously annotated with dynamic fields and conditional logic; and (iii) architecture designs and technical integration components (which may include Customer’s eSignature, SSO, and/or pre-existing Cloud Storage provider information). Subclauses (i) through (iii) herein shall collectively be referred to as the “**Business Requirements.**”
- Prior to the commencement of the Kickoff Meeting, Ironclad will also provide access to standard Admin Training, which can be consumed via on-demand by enrolling in the Admin Learning Path or by registering for the instructor-led, one-to-many Admin Training sessions hosted by Ironclad Academy. It is recommended that a Customer consumes training prior to the Kickoff Meeting (defined below). This Admin training content provides an overview of Ironclad and orients customers to the platform’s most important features and key best practice considerations. For the avoidance of doubt, no resources or training will be specifically developed or otherwise customized for Customer.
- Following Ironclad’s receipt of the Business Requirements and Customer’s completion of the Admin Trainings, Ironclad will schedule and conduct an initial two (2) hour meeting (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; (c) an end-to-end walk through of Workflow Designer using a stock demo; (d) Ironclad advising on best practices for Customer to setup and configure Customer’s pre-existing Cloud Storage, eSignature, and SSO systems (if necessary); and (e) and a pre-implementation workshop, where Ironclad and Customer will collaboratively review and clarify Customer’s Business Requirements and map the Business Requirements to Workflow Designer.
- Milestone 1 must be completed no later than two (2) weeks from the Implementation Start Date (the “**Milestone 1 Completion Date**”).

B. Milestone 2: Workflow Building

- The Parties will hold two (2) working sessions of up to two (2) hours each to collaboratively configure and iterate the Customer’s Workflow in Workflow Designer in accordance with Customer’s Business Requirements.
- One (1) working session will include an introduction to User Acceptance Testing (“**UAT**”) for the Customer to soft-launch the Workflow to a limited number of users for the purposes of testing and receiving user feedback. For the avoidance of doubt, Ironclad will not be responsible for preparing, documenting, or customizing any materials for the purposes of Customer’s UAT. Ironclad will not be responsible for any aspects of the execution of such Customer-led UAT session(s).

- The “**Collaborative Configuration**” process shall entail Customer’s Ironclad Admin designing, building, and testing all aspects of the Workflow, sharing their screen as necessary, with Ironclad answering questions and providing best practice guidance. The intent of the “Collaborative Configuration” model is to train Customer’s Ironclad Admin on Ironclad’s Workflow Designer functionality and to recommend best practices for future Customer-built workflows.
- Milestone 2 must be completed within one (1) to two (2) weeks of the Milestone 1 Completion Date (the “Milestone 2 Completion Date”)

C. Milestone 3: Workflow Finalization and Launch Planning

- The Parties will hold two (2) working sessions of up to (2) hours each to collaboratively finalize the Customer’s Workflow.
- The first working session shall include: (a) a review of Customer’s consolidated UAT feedback; (b) any collaborative iterations required to conform the Workflow to Customer’s Business Requirements and UAT feedback; and (c) Customer’s completing a full end-to-end test of the Workflow, including a walkthrough of the Workflow’s (i) launch form, (ii) review step, and (iii) sign step. If necessary, Customer agrees to conduct any post-meeting Workflow testing to confirm it is ready for launch and conforms to Customer’s Business Requirements.
- The second working session shall include: (a) collaborative iteration of the Workflow (if necessary); (b) Ironclad advising on best practices on (i) file path management and file storage, (ii) Repository access and use, (iii) Smart Import and legacy document upload, and (iv) Workflow roles; (c) a walkthrough of Customer’s groups, permissions, and admin settings; and (d) collaborative planning to make the Workflow available to Customer’s end users, including defining a launch plan and confirming the launch date (“**Launch Planning Meeting**”). Ironclad will not be responsible for preparing, documenting, or customizing any of Customer’s launch materials.
- Milestone 3 must be completed within one (1) to two (2) weeks of the Milestone 2 Completion Date (the “Milestone 3 Completion Date”)

D. Milestone 4: Smart Import Contract Migration

- 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.
- Milestone 4 must be completed within one (1) to two (2) weeks of the Milestone 3 Completion Date (the “Milestone 4 Completion Date”)

E. Milestone 5: Hypercare, End User Support, & Transition

- For a period of two (2) weeks following the Launch Planning Meeting, the Ironclad Implementation Team will be available through email to support the Customer on any final Workflow related questions that may arise (the “**Hypercare Period**”).
- 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**”).
- Milestone 5 must be completed within one (1) to two (2) weeks of the Milestone 4 Completion Date (the “**Milestone 5 Completion Date**”)

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.

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. Project management for any Customer internal activities or parallel work streams not expressly included in this SOW is out of scope.
- c. 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.

- d. Customer agrees to allow Ironclad to schedule each of the working sessions referenced in Sections 3B and 3C no later than one (1) week following the completion of the Kickoff Meeting. Customer may request a rescheduling of one (1) working session. Ironclad may accept further re-scheduling requests 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. 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.
- f. Customer will provide an executive sponsor to the Implementation who possesses knowledge of existing Customer processes and has the ability and authority to champion business process changes for Customer.
- g. Customer will provide a dedicated Ironclad Admin who will act as Ironclad's primary point of contact during the SOW Term (the "**Ironclad Admin**"). The Ironclad Admin 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.
- h. Customer will keep Ironclad apprised of business, organizational, and technical developments that may have a material impact on the performance of Implementation Services and timelines.
- i. Customer is responsible for any organizational change management activities to support the Implementation.
- j. 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.
- k. 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.
- l. 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.
- m. A delay impacting the Implementation caused by any third-party vendor providing services or products to Customer will be considered Customer's responsibility.
- n. 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.
- o. 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.
- p. 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.
- q. Customer is responsible for the ongoing maintenance and updates of completed workflow(s) during the SOW Term and following the SOW Expiration Date.
- r. 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.

s. 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”**).
- **“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 the Basic 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 Workflow Requirements.

t. 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 the provision of certain Implementation Services 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).