



Ironclad Statement of Work for Jurist Prompt Consulting Advisory Package

This Ironclad Statement of Work for Jurist Prompt Consulting Advisory Package (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 the services detailed below (the “**Professional Services**”) to assist in creating Customer’s Jurist prompts (the “**Project**”), provided, *however*, that Customer satisfies its responsibilities and assumptions as further detailed in Section 7 of this SOW. The Professional Services shall commence as of the Implementation Start Date (defined below) and will conclude on the SOW Expiration Date (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
LE Advisory Hours	<p>Ironclad shall provide up to twenty (20) hours of advisory services for advice and guidance to Customer on the best practices for creating prompts to be used within the Jurist platform.</p> <p>LE Advisory Hours are inclusive of time in meetings and work outside of meetings (including but not limited to emails, asynchronous feedback collaboration and reviewing Customer’s Ironclad Instance).</p> <p>The LE Advisory Hours shall expire on the “SOW Expiration Date” (defined below).</p>



2. Project 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 sixteen (16) weeks from the Implementation Start Date or (ii) the date of completion of the Professional Services (such earlier date, the “**SOW Expiration Date**”). The anticipated duration of the Professional Services is an estimate based on the information that Customer has provided to Ironclad as of the SOW Effective 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, Ironclad will provide Advisory Services to Customer in conjunction with the following milestones:

Advisory Services

- **LE Advisory Hours.** During the SOW Term, the Parties shall hold working session(s) to collaboratively create and iterate on Customer’s prompts in Jurist (“**Collaborative Configuration**”). The Collaborative Configuration approach shall entail Customer’s Jurist Admin creating all aspects of the prompt, sharing their screen, as necessary, with Ironclad answering questions and providing best practice guidance. The intent of this model is to train Customer’s Jurist Admin on Ironclad’s Jurist functionality and to recommend best practices for future Customer prompts.

Advisory Services Closeout

- **Closing Meeting.** Ironclad will host a closing meeting with Customer to address any follow up questions regarding the Professional services provided.

4. Meeting Cadence

Throughout the SOW Term, Parties will establish a mutually agreed upon cadence for working sessions at mutually agreed upon times with the broader Implementation Team.

5. Project Team

Ironclad will staff an Implementation Team (“**Implementation Team**”) following the Implementation Start Date. The Implementation Team shall have the skills and experience to successfully complete the Professional Services set forth in this SOW. The Implementation Team assigned to perform the services will remain assigned until the SOW Expiration Date but are not dedicated full-time to the Professional Services. Ironclad reserves the right to replace, remove or add members of the Advisory 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 platform delivery. The LE will bring best practice expertise to the Advisory Services and will be responsible for, without limitation, advisory on Jurist prompt creation and best practices. The LE will own and maintain the Professional Services plan and timeline
	and will track Deliverables and/or milestones (as the case may be) and project risk.

Customer will staff its own team to include the following roles:

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.
Ironclad Jurist Admin	The Ironclad Jurist Admin will set the program goals and objectives for the Customer by providing input on Jurist prompts and strategy. They will be responsible for ongoing maintenance and administration of the prompts after completion of the Advisory Services.
Project Manager	The Project Manager will be Customer’s dedicated project manager who will act as Ironclad’s primary point of contact. The Project Manager will coordinate all aspects of each Deployment Phase on behalf of Customer, and will have the ability to engage in all meetings with Ironclad. The Project Manager will also be responsible for aligning Customer’s business stakeholders and representing the business perspective on behalf of the Customer in relation to the Advisory Services.
Business Stakeholder Leads	The Business Stakeholder Leads will be responsible for providing input in the prompts and represent business perspective on behalf of the Customer.

6. Out-of-Scope

Customer acknowledges and agrees that the scope of Professional Services is explicitly limited to the Advisory Services detailed in Section 3 of this SOW, and that all other configuration, ongoing support, or consulting services, including, without limitation, the items set forth below, are outside the scope of this SOW:



- a. Project Management;
- b. Structured training, training content or training resources;
- c. Workflow or playbook configuration;
- d. Configuration of Ironclad's Obligation Management feature;
- e. Migration of clauses between Customer's Ironclad instances;
- f. Migration of legacy contracts into Ironclad's Dynamic Repository (hereafter, the "**Repository**");
- g. Extraction of legacy contract file and data, preparation of input file for migration to Ironclad's Repository, loading of legacy documents and data, verification of data migrated to Repository and guidance in Ironclad's metadata import feature;
- h. Document or template sorting, document merging, or document separation;
- i. Creation of the metadata input file, data cleansing, data transformation or data validation;
- j. Extraction of legacy entities file and data, preparation of input file for importing to Ironclad's Entities (hereafter, the "**Entities**"), loading of legacy entities and data, verification of data migrated to Entities;
- k. Management and training with other third-party vendors that Customer has engaged to support the scope of this engagement;
- l. Preparation of UAT Materials and execution of UAT sessions;
- m. Preparation of launch materials (defined above);
- n. Preparation of end user training materials and execution of end user training sessions;
- o. SCIM group management and user attribute syncing;
- p. Training of Custom AI Clauses and Properties;
- q. Overall change management and program management;
- r. Delivery of any custom or OOTB integration build. For clarity, Customer will be responsible for the ultimate design, build, and Functional Testing of such integrations; and
- s. Legal advice. For clarity, the Professional Services (and any outputs generated by Jurist) do **not** constitute legal advice.

7. 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. 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 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 keep Ironclad apprised of business, organizational, and technical developments that may have a material impact on the performance of Professional Services.
- f. Customer is responsible for any organizational change management activities to support the Project.
- g. 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.
- h. 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.
- 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 Project caused by any third-party vendor providing services or products to Customer will be considered Customer's responsibility.
- k. 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.
- l. 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.
- m. Customer is responsible for overall implementation management, template rationalization, business process design, Functional Testing, UAT, launch preparation, end user training, change management, contract migration and any other transactional data migration, custom integrations, and all other configuration, services, and support not explicitly listed or defined in this SOW.
- n. Customer is responsible for the ongoing maintenance and updates of completed Jurist prompts during the SOW Term and following the SOW Expiration Date.
- o. Customer acknowledges that they are solely responsible for any liability arising from the use or reliance on AI-generated outputs, and that Ironclad is not a legal advisor to the Customer; the Customer is advised to consult their own legal counsel for any legal, regulatory, or compliance matters.
- p. Jurist prompts must be in English. Customer will be responsible for performing any translations required.
- 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 Project Team), Monday through Friday (holidays excluded).

8. Professional Services Fee

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

9. 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.

10. 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.

11. 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).