

Ironclad Statement of Work

This Ironclad Statement of Work for the Clickwrap End of Life Self Migration 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 Advisory Services

During the SOW Term (defined below), Ironclad will perform the services detailed below (the “**Advisory Services**”) provided, however, that Customer satisfies its responsibilities and assumptions as further detailed in Section 6 of this SOW. The Advisory Services shall commence as of the Advisory Services Start Date (defined below) and will conclude on the SOW Expiration Date (defined below) (the “**SOW Term**”). Ironclad will perform the Advisory Services in accordance with the Advisory Services milestones as further detailed in Section 3 of this SOW.

Advisory Services	Description
Legal Engineering Advisory Hours	Ironclad will staff a Legal Engineer to provide up to two (2) hours of advisory services (the “LE Advisory Hours”). The LE Advisory Hours are limited to provide advice and best practices guidance to Customer in the migration of Customer’s legacy Clickwrap workflows onto Customer’s instance of the Enterprise Services. For avoidance of doubt, the LE Advisory Hours shall expire on the SOW Expiration Date (defined below).

Legacy Clickwrap End of Life

Customer acknowledges that Ironclad is discontinuing its legacy standalone Clickwrap product and that the Advisory Services are intended solely to assist Customer with Customer’s self-service migration planning. Unless otherwise expressly agreed in a separate written agreement or Order Form, this SOW does not extend Customer’s right to access or use the legacy standalone Clickwrap product, does not modify any applicable end of life date, and does not require Ironclad to maintain, support, enhance, or make available any legacy standalone Clickwrap functionality. Customer is solely responsible for completing its migration prior to any applicable end of life date.

2. Advisory Timeline

The SOW Term shall commence on the Start Date of One-Time Services specified on the Order Form (“**Advisory Services Start Date**”), and shall conclude on the earlier of (i) date that is eight (8) weeks from the Advisory Services Start Date or (ii) the date of completion of Advisory Services (such earlier date the “**SOW Expiration Date**”), collectively, (the “**Advisory Services Timeline**”).

Customer acknowledges and agrees that Ironclad’s ability to perform the Advisory Services during the SOW Term depends upon Customer’s timely cooperation and collaborative participation at all times.

3. Advisory Services

During the SOW Term, Ironclad will perform the following Advisory Services in conjunction with each of the following milestones:

A. Milestone 1: Pre-Migration Readiness and Discovery

- Prior to the commencement of the Advisory Services, Customer will review the pre-read Clickwrap self migration enablement guides provided by Ironclad (the “**Clickwrap Migration Materials**”). Customer shall identify the existing Clickwrap workflows to be migrated onto Customer’s instance of the Enterprise Services and document any follow up questions from the review of the Clickwrap Migration Materials and provide such questions to Ironclad.
- Milestone 1 must be completed no later than two (2) weeks from the Advisory Services Start Date (the “**Milestone 1 Completion Date**”).

B. Milestone 2: LE Advisory Sessions

- Following the completion of milestone 1, Parties shall schedule and conduct up to two (2) one (1) hour meetings (the “**Migration Meetings**”). During the Migration Meetings, Ironclad will meet with the relevant members of Customer’s team to address Customer’s questions related to the review of the Self Migration Materials and provide best practices advice and guidance in support of Customer’s migration of their Clickwrap workflows.

C. Milestone 3: Close Out Email

- Upon completion of the Migration Meetings, Ironclad will provide Customer with a closing email summarizing the topics discussed during the Migration Meetings, any non-legal best-practices guidance provided by Ironclad, and links or references to available self-service resources. The Close Out Email is provided for informational purposes only and is not a project plan, legal opinion, migration certification, acceptance of Customer’s configuration, or confirmation that Customer’s migration is complete.

For clarity, the Advisory Services are advisory only. Customer, and not Ironclad, is responsible for performing, validating, testing, launching, and completing the migration of Customer’s workflows, records, templates, configurations, data, integrations, and related materials. Ironclad will not be responsible for the completeness, accuracy, legality, enforceability, performance, or successful migration of any Customer workflows or related materials.

4. Advisory Team

Ironclad will staff resources (the “**Advisory Team**”) to deliver the Advisory Services following the Advisory Start Date. The Advisory Team shall have the skills and experience to successfully complete the Advisory Services set forth in this SOW. The Advisory Team assigned to perform the services will remain assigned to the Advisory Services until the SOW Expiration Date but are not dedicated full-time to the Advisory 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 Advisory 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, advising on workflow migration, best practices and process optimization. The LE will own and maintain the Advisory Services plan, timeline and will track Deliverables and/or milestones (as the case may be), and project risk.

5. Out-of-Scope

Customer acknowledges and agrees that the scope of Advisory Services is explicitly limited to the Advisory Services detailed in 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:

- 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;
- Document or template sorting, document merging, or document separation;
- Creation of the metadata input file, data cleansing, data transformation or data validation;

- d. Management and training with other third-party vendors that Customer has engaged to support the scope of this engagement;
- e. Preparation of UAT Materials and execution of UAT sessions;
- f. Preparation of a cutover plan and subsequent migration and publication of each of Customer's workflows;
- g. Preparation of launch materials (defined above);
- h. Preparation of end user training materials and execution of end user training sessions;
- i. System for cross-domain identity management ("**SCIM**") group management and user attribute syncing;
- j. Setup and configuration of Playbooks within Workflow Designer;
- k. Training of Custom AI Clauses;
- l. Configuration of Ironclad's obligation management feature;
- m. Extraction of entity files and/or data, preparation of input file for importing to the Customer's instance of the Enterprise Services, loading of entities and data, verification of data migrated to Customer's instance of the Enterprise Services;
- n. Migration of clauses between Customer's instance of the Enterprise Services;
- o. Overall change management and program management;
- p. 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
- q. Standard support services for completed and deployed workflows and integrations. For the avoidance of doubt, such services are provided by Ironclad's support team following the publication of a workflow;
- r. Legal review, drafting, revision, or approval of Customer's online terms, consent flows, assent mechanisms, disclosures, notices, or other legal content;
- s. Determination of whether Customer's clickwrap, browsewrap, sign-in-wrap, electronic signature, notice, consent, or record retention practices comply with applicable law or are legally enforceable;
- t. Migration, validation, reconciliation, export, import, preservation, or legal sufficiency review of historical acceptance records, audit trails, signer records, event logs, or related evidence;
- u. Configuration, testing, publication, or launch of any workflow, acceptance flow, embedded flow, API-based flow, integration, or customer-facing experience; and
- v. Any commitment that the Enterprise Services will replicate or maintain feature parity with the legacy standalone Clickwrap product.

6. Customer Responsibilities & Advisory Services Assumptions

Ironclad's performance of the Advisory Services is contingent on certain Customer responsibilities and Advisory Services assumptions set forth below. Customer acknowledges and agrees that timely completion of the Advisory Services is based upon Customer's compliance with each of the following:

- a. Customer understands that Ironclad's ability to perform the Advisory 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 AdvisoryTeam members, as administrators, to any Customer instance of the Enterprise Services for the purposes of completing the AdvisoryServices.
- c. 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 advisory) attend and participate in all meetings, working sessions, training, and testing.
- d. Customer will keep Ironclad apprised of business, organizational, and technical developments that may have a material impact on the performance of Advisory Services and timeline.
- e. Customer is responsible for any organizational change management activities to support the Advisory Services.
- f. Customer is responsible for the performance of its employees and agents, including any contribution they make to the Advisory Services, and for the accuracy and completeness of all data, information, and materials provided to Ironclad.
- g. The Advisory 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.
- h. Any materials shared by Ironclad that Ironclad makes available to similarly situated customers (by way of example only, UAT Materials, Feedback Sheets, API developer documentation, 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.
- i. A delay impacting the migration caused by any third-party vendor providing services or products to Customer will be considered Customer's responsibility.
- j. Ironclad is not responsible for any alteration or other modification made during or after the completion of the migration by Customer or third parties working on Customer's behalf.
- k. 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.
- l. Customer is responsible for overall implementation management, template rationalization, business process design, Functional Testing, UAT, launch preparation, end user training, change management, contract migration, Clickwrap workflow migration and acceptance

record migration, and any other transactional data migration, custom integrations, and all other configuration, services, and support not explicitly listed or defined in this SOW.

- m. Customer is responsible for the ongoing maintenance and updates of the completed and published workflows during the SOW Term and following the SOW Expiration Date.
- n. 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.
- o. Customer acknowledges that the Advisory Services may include operational, technical, and best-practices guidance, but Ironclad is not providing legal advice and does not advise on the legal enforceability, sufficiency, retention requirements, consent requirements, publication requirements, or regulatory compliance of Customer's clickwrap flows, terms, notices, acceptance records, or migration decisions. Customer is solely responsible for consulting its own legal counsel regarding such matters.
- p. 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.
- q. The Advisory Services will be provided remotely via videoconferencing in English between 8:30 am – 5:00 pm local time for the Ironclad Advisory Team, Monday through Friday (holidays excluded).

7. Advisory Services Fee

The fee for the Advisory 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.

The Advisory Services will be deemed complete upon Ironclad's delivery of the Migration Meetings and Close Out Email, regardless of whether Customer has completed its migration or elected to implement any advice or recommendations provided by Ironclad. Customer's failure to use the LE Advisory Hours, attend scheduled meetings, provide timely information, or complete its migration will not extend the SOW Term or entitle Customer to any refund, credit, or additional services.

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 Advisory Services have progressed to a certain degree during the SOW Term. As a result, the SOW Term and scope of Advisory 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 Advisory 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 Advisory Services unless documented in a Change Order that is executed by both Parties.

9. Subcontracting

Ironclad may subcontract any portion of the Advisory 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 Advisory 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).