



Ironclad Statement of Work

This Ironclad Statement of Work ("**Statement of Work**" or "**SOW**") effective as of the date 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 ("**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 applicable Governing Agreement, or the applicable Order Form, the term "**Enterprise Services**" as used herein will mean Ironclad's cloud-based web platform delivered and accessible through <https://www.ironcladapp.com>.

1. Scope and Nature of Services

Description of In-Scope Contract Review Agent Services

During the SOW Term (defined below), Ironclad will perform the services detailed below (the "**Contract Review Agent Services**"). The Contract Review Agent Services shall commence as of the SOW Effective Date and will conclude on the SOW Expiration Date (defined below) (the "**SOW Term**"). Ironclad will perform the Contract Review Agent Services detailed in this SOW.

Contract Review Agent Services	Description
Ironclad AI Prompt Consulting Services	Ironclad shall provide up to ten (10) hours of Ironclad AI Prompt Consulting Services for advice and guidance to Customer on the best practices for creating prompts to be used within the Customer's instance of the Enterprise Services as further detailed in Section 3 below. The Ironclad AI Prompt Consulting Services 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 Instance of the Enterprise Services). The Ironclad AI Prompt Consulting Services hours shall expire on the "SOW Expiration Date" (defined below).
Playbook for Contract Review Agent Services	The Services Team will deliver two (2) Small Playbooks for Contract Review Agent (defined below) for the agreement(s) identified in the Order Form. The relevant activities are limited to the agreements identified in the Order Form.

Nature of Services

Customer acknowledges that the Contract Review Agent Services, including any Playbook for Contract Review Agent conversion or development, are based solely on Customer provided inputs, instructions, and preferences. Ironclad does not independently determine legal positions, fallback language, or risk allocations, and any drafting support is performed strictly in accordance with Customer direction. Customer remains solely responsible for all legal content and decisions reflected in any Playbook for Contract Review Agent.

2. Contract Review Agent Services Timeline

The SOW Term shall commence on the Start Date of One-Time Services specified on the Order Form (the **“Services Start Date”**), and shall conclude on the earlier of (i) the date that is six (6) weeks from the Services Start Date or (ii) the date of completion of the Contract Review Agent Services (such earlier date the **“SOW Expiration Date”**), collectively, (the **“Services Timeline”**).

The anticipated duration of the Contract Review Agent 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 Contract Review Agent Services during the SOW Term depends upon Customer’s timely cooperation and collaborative participation at all times.

3. Contract Review Agent Services

During the SOW Term, Ironclad will support Customer in the drafting of a Contract Review Agent-ready playbook for in-scope agreements through the following milestones:

a. Contract Review Agent Services Sync.

- i. Ironclad will schedule a meeting with Customer to (a) introduce Ironclad’s Services Team and confirm Customer’s project team assignments and contacts; (b) align on the SOW and in-scope Contract Review Agent Services; (c) confirm key dates and milestones; (d) identify target timelines and goals; (e) review services governance; (f) align on ways of working; (g) align on escalation paths; (h) align on Customer and Ironclad RAID tracking; and (i) establish recurring meetings.

b. Ironclad AI Prompt Consulting Services.

- i. During the SOW Term, the Parties shall hold working session(s) to collaboratively create and iterate on Customer’s prompts (**“Collaborative Configuration”**). The Collaborative Configuration approach shall entail Customer’s Ironclad Administrator 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 Ironclad Administrator on Ironclad’s prompting functionality and to recommend best practices for future Customer prompts. Ironclad will not be responsible for the performance, accuracy, or effectiveness of any prompts created or configured by Customer.

c. Playbook for Contract Review Agent Services.

- i. **Playbook for Contract Review Agent Conversion (if applicable).** Customer will provide Ironclad with Customer’s in-scope negotiating playbook to be converted into a Contract Review Agent-ready format. Ironclad will generate the initial draft of Customer’s Contract Review Agent-ready redlining playbook (the **“Playbook for Contract Review Agent”**) aligning Customer’s playbook to the preferred structure and format. Ironclad will review the Playbook for Contract Review Agent identifying any content or structural differences between Customer’s negotiating playbook and the Playbook for Contract Review Agent and update the Playbook for Contract Review Agent accordingly. Customer will confirm in writing that the Playbook for Contract Review Agent is ready for testing. For clarity, the Playbook Services are limited to the development, conversion, testing, and

refinement of the applicable Playbook described in this SOW based on the Customer provided materials, requirements, and feedback contemplated herein during the SOW Term. Any additional playbooks, material changes to the agreed scope or structure of a Playbook, or additional iterations, updates, or feedback outside the scope of the foregoing will require a Change Order. Ironclad does not warrant that any converted playbook will reflect Customer's preferred legal positions or achieve Customer's desired negotiation outcomes.

- ii. **Playbook for Contract Review Agent Development (if applicable).** Customer will provide Ironclad with the in-scope agreement template. Ironclad will review the in-scope agreement and meet with Customer's legal team to understand the agreement use case, review the agreement terms as well as assist in capturing preferred terms and associated fallback clauses based on Customer's directions. Ironclad will draft the initial version of Customer's Contract Review Agent-ready redlining playbook (the "**Playbook for Contract Review Agent**") aligned to Customer's preferred terms and associated fallback clauses. Ironclad will provide the Playbook for Contract Review Agent to Customer and Customer will review the Playbook for Contract Review Agent for legal validation while identifying any content or structural feedback. Ironclad will iterate on the Playbook for Contract Review Agent with Customer to address feedback. Customer will confirm in writing when the Playbook for Contract Review Agent is ready for testing. For clarity, the Playbook Services are limited to the development, conversion, testing, and refinement of the applicable Playbook described in this SOW based on the Customer-provided materials, requirements, and feedback contemplated herein during the SOW Term. Any additional playbooks, material changes to the agreed scope or structure of a Playbook, or additional iterations, updates, or feedback outside the scope of the foregoing will require a Change Order. Ironclad does not represent or warrant that any developed playbook will reflect Customer's preferred legal positions or achieve Customer's desired contract outcomes, negotiation efficiency, or risk mitigation.
- iii. **Playbook for Contract Review Agent Testing.** Customer and Ironclad will work collaboratively to test the Playbook for Contract Review Agent using example contract(s) provided by Customer. Customer will apply the Playbook for Contract Review Agent to Customer's example contract using Contract Review Agent. Customer will review the Contract Review Agent output and identify any areas where the prompts in the Playbook for Contract Review Agent are applied incorrectly and document them in a feedback sheet to be provided by Ironclad (the "**Contract Review Agent Feedback Sheet**"). Ironclad does not guarantee that the Playbook for Contract Review Agent will produce any specific outcome or result when applied to Customer contracts.
- iv. **Playbook for Contract Review Agent Feedback Session(s).** During Playbook Testing, Ironclad will join feedback sessions with Customer to review the Contract Review Agent Feedback Sheet provided by Customer and provide guidance and best practices on approaches for addressing the feedback. Subject to the scope limitations set forth above, Ironclad will update the Playbooks for Contract Review Agent based on actionable Customer feedback and the Customer will test the updated Playbook for Contract Review Agent and confirm all actionable feedback has been addressed.

- v. **Contract Review Agent Services Close Out.** Ironclad will host a closing meeting with Customer to address any open-items, questions or issues, as it relates to the Contract Review Agent Services provided. Any unused Ironclad AI Prompt Consulting hours as of the SOW Expiration Date will expire and are non-refundable, non-creditable, and may not be applied or rolled over to any other Customer engagement. Subject to Section 4 (Acceptance of Deliverables) below, the Contract Review Agent Services shall be deemed accepted by Customer upon Customer's acceptance of the Playbooks for Contract Review Agent.

4. Acceptance of Deliverables

Ironclad will submit the Playbooks for Contract Review Agent and associated tangible deliverable(s), if any (together, the "Deliverables"), to Customer in accordance with the milestones set forth in Section 3 of this SOW. Upon such submission, Customer will promptly review, evaluate and/or test, as the case may be, the applicable Deliverable(s) within five (5) business days (the "Evaluation Period"). If Customer reasonably determines that a Deliverable materially fails to conform to the express requirements of this SOW, Customer will provide written notice detailing such material non-conformity (a "**Rejection Notice**") within the Evaluation Period. Ironclad will use commercially reasonable efforts to address such material non-conformity. To the extent such correction is not practicable, provide Customer with the detailed reasons as to why such correction is not practicable, and propose at least one (1) alternative using the Enterprise Services standard platform-level functionality that Ironclad makes available to all customers. Deliverables will be deemed accepted upon the earlier of (i) Customer's written acceptance or (ii) expiration of the Evaluation Period without written notice of material non-conformity.

5. Implementation Meeting Cadence

Throughout the SOW Term, Parties will establish a mutually agreed upon cadence for working sessions at mutually agreed upon times between Customer and Ironclad's Services Team (defined below).

6. Services Team

Ironclad will staff a team (the "**Services Team**") following the SOW Effective Date. The Services Team shall have the skills and experience to successfully complete the Contract Review Agent Services set forth in this SOW. The Services Team assigned to perform the services will remain assigned until the SOW Expiration Date but are not dedicated full-time to the Contract Review Agent Services. Ironclad reserves the right to replace, remove or add members of the Services Team as it deems reasonably necessary. Should this occur, Ironclad will coordinate with Customer to minimize the impact.

The Services Team will include the following roles for Ironclad:

Role	Responsibilities
Legal AI Specialist	The Legal AI Specialist (" LAIS ") will support the Contract Review Agent Services by helping operationalize Customer provided guidance and preferences and sharing best practices for structuring playbooks and prompts.

Legal Engineer	The Legal Engineer (“LE”) will provide guidance and best practices to Customer in the conversion of Customer’s negotiating playbook into a Playbook Contract Review Agent. Additionally, the LE will be the point of contact for solution design and platform delivery. The LE will bring best practice expertise to the Contract Review Agent Services and will be responsible for, without limitation, advisory on prompt creation and best practices. The LE will own and maintain the Contract Review Agent Services plan and timeline and will track Deliverables and/or milestones (as the case may be) and project risk.
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Customer will staff its own Implementation Team (the “**Customer Services Team**”) to include the following roles, though multiple roles may be held by an individual:

Role	Responsibilities
Program Driver	The Program Driver will set the program goals and objectives for the Customer by providing input on prompt(s), Playbooks for Contract Review Agent and testing. The Program Driver will also be responsible for aligning Customer’s business stakeholders and representing the business perspective on behalf of the Customer in relation to the Project.
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 Phase on behalf of the Customer.
Business Stakeholder Leads	The Business Stakeholder Leads will be responsible for providing input in the prompt(s), Playbook for Contract Review Agent Playbook, and testing and representing business perspectives on behalf of the Customer.
Ironclad Administrator	The Ironclad Administrator will be responsible for maintaining the Customer’s instance of the Enterprise Services following the Contract Review Agent Services. This is inclusive of building new prompt(s), Playbook(s) for Contract Review Agent and other administrator activities.

7. Out-of-Scope

Customer acknowledges and agrees that the scope of Contract Review Agent Services is explicitly limited to the Contract Review Agent 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:

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

- b. Extraction of legacy contract file and data, preparation of input file for migration to the Customer's instance of the Enterprise Services, loading of legacy documents and data, verification of data migrated to repository and guidance in Ironclad's metadata import feature;
- c. Document or template sorting, document merging, or document separation;
- d. Creation of the metadata input file, data cleansing, data transformation or data validation;
- e. Management and training with other third-party vendors that Customer has engaged to support the scope of this engagement;
- f. Preparation of UAT Materials and execution of UAT sessions;
- g. Preparation of a cutover plan and subsequent migration and publication of each of Customer's workflows;
- h. Preparation of launch materials (defined above);
- i. Preparation of end user training materials and execution of end user training sessions;
- j. System for cross-domain identity management ("SCIM") group management and user attribute syncing;
- 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 and/or 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 advice. For clarity, the Contract Review Agent Services, including but not limited to Playbooks for Contract Review Agent, Contract Review Agent's interpretation of such playbooks, prompts, and any outputs generated by prompts do **not** constitute legal advice. The Services Team is providing Customer legal information for Customer to determine legal suitability for their specific purposes.

8. Customer Responsibilities & Assumptions

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

- a. Customer understands that Ironclad's ability to perform the Contract Review Agent Services during the SOW Term depends upon Customer's timely cooperation and collaborative participation with Ironclad.
- b. 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.
- c. Customer will keep Ironclad apprised of business, organizational, and technical developments that may have a material impact on the performance of Contract Review Agent Services and timeline.

- d. 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.
- e. The Contract Review Agent 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.
- f. 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.
- g. A delay impacting the Contract Review Agent Services caused by any third-party vendor providing services or products to the Customer will be considered the Customer's responsibility.
- h. Ironclad is not responsible for any alteration or other modification made during or after the completion of the Contract Review Agent Services by customer or Customer or third parties working on customer's behalf.
- i. Customer and/or 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.
- j. Customer is responsible for overall implementation management, document rationalization, business process design, workflow configuration, 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.
- k. Customer acknowledges that: (i) they are solely responsible for any liability arising from the use or reliance on AI-generated outputs (including any legal, regulatory, or business consequences); (ii) the Contract Review Agent Services, including any playbooks, prompts, or outputs, may be generated or supported by artificial intelligence or automation and may contain errors or inaccuracies (iii) Ironclad is not a legal advisor to the Customer; (iv) use of the AI Products does not create an attorney-client relationship between Ironclad and Customer; (v) the Customer is advised to consult their own legal counsel for any legal, regulatory, or compliance matters; (vi) Customer is solely responsible for reviewing, validating, and approving all outputs prior to use; and (vii) Ironclad does not take a position on the legal sufficiency, quality, or appropriateness of any outputs for Customer's specific needs.
- l. Customer maintains 100% ownership of Customer's legal policy. It is Customer's responsibility to vet, review, and adjust playbooks to ensure they meet Customer's internal legal standards and regulatory requirements. Ironclad expressly disclaims any liability arising from Customer's use of or reliance upon these reference materials.
- m. Contract Review Agent Services are consultative in nature. While Ironclad may assist in formatting and structuring prompts Customer-provided playbooks, Customer remains solely responsible for the substantive legal content, accuracy, and completeness of all prompts playbooks and outputs.
- n. Customer understands that during the Contract Review Agent Services, a Playbook for Contract Review Agent is defined as below:
 - **"Small Playbook"** is considered to be a Playbook for Contract Review Agent for an agreement of up to ten (10) pages and up to one (1) fallback per playbook provision.

- **“Medium Playbook”** is considered to be a Playbook for Contract Review Agent for an agreement of up to twenty (20) pages and up to two (2) fallbacks per playbook provision.
- **“Large Playbook”** is considered to be a Playbook for Contract Review Agent for an agreement of up to forty (40) pages and up to three (3) fallbacks per playbook provision.
- For clarity, the scope of a Contract Review Agent Playbook does not include exhaustive coverage of all possible negotiation scenarios, fallback permutations, or edge cases.
- o. Contract Review Agent Services, including all prompts, Playbooks for Contract Review Agent and associated agreements, are in English
- p. The Contract Review Agent Services will be provided remotely via videoconferencing in English between 8:30 am – 5:00 pm local time for the Ironclad Services Team, Monday through Friday (holidays excluded).

9. Contract Review Agent Services Fee; Expenses

The fee for the Contract Review Agent 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 10.

10. Change Orders

In the event of a material change in scope that impacts the Fee and/or the Services Timeline, the Parties will negotiate the terms of a Change Order. For the avoidance of doubt, Ironclad will not proceed with any changes to the scope of the Contract Review Agent Services unless documented in a Change Order that is executed by both Parties.

11. Subcontracting

Ironclad may subcontract any portion of the Contract Review Agent Services set forth in this SOW without the prior written consent of Customer, *provided that* Ironclad: (i) remains directly responsible to Customer for the acts or omissions of each subcontractor in connection with the Contract Review Agent 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.

12. Order of Precedence

In the event of any conflict between the terms of this SOW, the applicable Governing Agreement, and the applicable Order Form, the following order of precedence will govern: (i) first, this SOW (only with respect to the subject matter of this SOW); (ii) second, the applicable 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 applicable Governing Agreement or this SOW, as the case may be).