

Ironclad Trial License Agreement

This Ironclad Trial License Agreement ("**Agreement**") governs your use of the Trial (as defined below), and is a contract between Ironclad, Inc. ("**Ironclad**"), and you or the entity or organization that you represent.

If you are an individual using the Trial for your own purposes: (1) all references to "**Customer**" are to you and (2) you represent and warrant that you have the right, power and authority to enter into this Agreement. If you are using the Trial on behalf of an entity or organization that you represent: (1) all references to "**Customer**" are to that entity or organization and (2) you represent and warrant that you have the right, power and authority to enter into this Agreement on behalf of Customer.

This Agreement becomes binding and effective on Customer upon the earliest of: (1) when you access or use the Trial, or (2) when you click an "I Accept," "Sign up" or similar button or check box referencing this Agreement. By clicking "I Accept" or a similar button, and/or accessing or using the Trial, Customer confirms that Customer has read and accepts the terms of this Agreement. In addition, by registering for the Trial, Customer grants Ironclad permission to contact Customer with trial information and promotional, sales, and marketing emails during the Evaluation Period.

1. IRONCLAD TRIAL

1. **Access to the Trial.** Subject to the terms of this Agreement, Ironclad grants to Customer a non-exclusive, non-sublicensable, non-transferable license to access and use a sandbox, test version of Ironclad's digital contracting platform (the "**Trial**") while this Agreement is in effect, solely for Customer's evaluation and testing for the purpose of purchasing Ironclad products and services ("**Evaluation Period**"). Ironclad may provide assistance, support, maintenance, or other services relating to the Trial during the Evaluation Period in its sole discretion. Ironclad may not backup Customer data or other information entered into the Trial, and such Customer data or information may not be available for retrieval or otherwise compatible or usable with the Ironclad services. Ironclad may modify or discontinue the Trial at any time. Use of the Ironclad platform after the Evaluation Period is subject to the parties entering into Ironclad's Enterprise Services Agreement or similar definitive agreement. Direct competitors of Ironclad may not access or use the Trial.
2. **Fees.** There will be no fee for use of the Trial.
3. **Use of the Trial.** Customer may access and use the Trial only pursuant to any instructions provided by Ironclad to Customer. Customer will not, and will not encourage any third party to: (a) reverse-engineer, decompile, disassemble, or attempt to derive the source code for the Trial, in whole or in part, except to the extent that such activities are permitted under applicable law; (b) copy, frame or mirror any part of the Trial, or distribute, license, sublicense, lease, rent, loan, or otherwise transfer access rights to the Trial to any third party; (c) use the Trial for the purpose of creating a product or service competitive with the Trial or a derivative work of the Trial; (d) disclose the results of any benchmark tests on the Trial without Ironclad's prior written consent; (e) remove, delete, alter or obscure any trademarks, specifications, Documentation, end user license agreement, Privacy Policy, warranties or disclaimers, or any intellectual property or proprietary rights notices regarding the Trial; (f) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Trial or features that enforce limitations on use of the Trial; (g) upload any sensitive, personal, or other information to the Trial that would subject Ironclad to any data privacy or data protection laws, or (h) use the Trial other than as described in the documentation provided or in violation of applicable law or any party's rights.

2. TERM AND TERMINATION

1. **Term.** This Agreement shall commence on the Effective Date and shall continue until the earliest to occur of (1) 14 days after the Effective Date or (2) either party's notice to the other of termination of this Agreement.
2. **Termination.** Either party may terminate this Agreement upon written notice at any time and for any reason.
3. **Rights and Obligations Upon Expiration or Termination.** Upon expiration or termination of this Agreement,

Customer's right to access and use the Trial shall immediately terminate, Customer shall immediately cease all use of the Trial. By continuing to use the Trial after termination, Customer agrees to the terms of this Agreement.

3. NO WARRANTIES

CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT ALL USE OF THE TRIAL IS AT CUSTOMER'S SOLE RISK AND THAT THE TRIAL IS PROVIDED "AS IS" AND "AS AVAILABLE." IRONCLAD, ITS SUBSIDIARIES AND AFFILIATES, MAKE NO EXPRESS WARRANTIES AND DISCLAIM ALL IMPLIED WARRANTIES REGARDING THE TRIAL, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

1. LIMITATION OF LIABILITY

Ironclad, and its Affiliates and suppliers, will not be liable under this Agreement for (i) direct, indirect, special, incidental, consequential, exemplary, or punitive damages, or (ii) loss of use, data, business, revenues, or profits (in each case whether direct or indirect), even if Ironclad knew or should have known that such damages were possible and even if a remedy fails of its essential purpose arising out of or relating to this agreement, including the use or inability to use the Trial, or use the Ironclad services.

1. GENERAL

1. **Amendment.** Ironclad may modify the terms of this Agreement from time to time in its sole discretion by posting a revised version at <https://legal.ironcladapp.com/#trial-license-agreement>. Ironclad will provide you with notice of any major changes by requiring you to accept the updated Agreement before accessing the Trial. Continued use of the Trial after changes have been posted constitutes acceptance of the revised Agreement.
2. **Relationship Between the Parties.** Nothing in this Agreement shall be construed as to create a partnership, joint venture or agency relationship between the parties.
3. **Entire Agreement.** This Agreement constitutes the complete and exclusive agreement between the parties concerning its subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, concerning the subject matter of this Agreement.
4. **Governing Law.** This Agreement will be governed by the laws of the State of California without reference to conflict of law principles. Each party agrees to submit to the exclusive jurisdiction of the courts located within the county of San Francisco, California to resolve any legal matter arising from this Agreement.
5. **Assignment.** Neither party may assign any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld).