Ironclad API Terms of Use

A. These API Terms of Use ("**API Terms**") form a binding contract between you and Ironclad and explain your rights and obligations when using Ironclad's application programming interfaces (the "**Ironclad APIs**").

B. "**We**", "**our" and "us**" refers to Ironclad, Inc. and "**you**" and "**your**" refers to the individual, or company or other legal entity, on behalf of which the Ironclad APIs are used.

C. If you are using the Ironclad APIs on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these API Terms. If you do not have such authority, or do not agree with these API Terms, you must not use the Ironclad APIs.

D. These API Terms do not apply to your use of the software, and other products and services, made available by Ironclad (the "**Ironclad Software**"), including without limitation, the Ironclad SaaS contract lifecycle management and clickwrap platforms. Your use of the Ironclad Software is subject to a separate written agreement between you and Ironclad or one of its affiliates entered into prior to such use.

E. We may revise these API Terms from time to time at our sole discretion. All changes are effective immediately when posted. Your continued use of the Ironclad APIs following the posting of revised API Terms signifies your acceptance of the revised API Terms.

F. In the event of an inconsistency between these API Terms and those of an agreement governing (i) your use of the Ironclad Software; or (ii) your partnership with Ironclad, the provisions of such other agreement(s) will prevail to the extent of such inconsistency.

1. License and Use

1.1. Provided that you comply with these API Terms, all documentation relating to the Ironclad APIs at https://developer.ironcladapp.com/ and https://clickwrap-developer.ironcladapp.com/, as may be updated from time to time (the "**Ironclad API Documentation**"), and all applicable laws, we grant you a non-exclusive, non-transferable, non-sublicensable, revocable, limited right to access and use the Ironclad APIs to:

> 1.1.1. Develop, test and support any application or integration developed by you which interacts with the Ironclad APIs (each, an "**Integration**") and;

> 1.1.2. Distribute, or allow third parties to access, your Integration.

1.2. You acknowledge that there are no implied licenses granted under these API Terms, and we reserve all rights not expressly granted.

1.3. When using, or attempting to use, the Ironclad APIs, you agree:

> 1.3.1. To adhere to any applicable guidelines, restrictions, or requirements set out in the Ironclad API Documentation;

> 1.3.2. Not to share any API keys or authentication tokens for the Ironclad APIs with any other individuals, companies, or entities outside of your own, (each a "**third party**"), including potential competitors of Ironclad, and to keep these secure at all times;

> 1.3.3. Not to misrepresent or mask either your identity or your systems' identity;

> 1.3.4. Not to remove any proprietary notices or intellectual property from the Ironclad APIs;

> 1.3.5. That to protect the security, integrity, and operability of the Ironclad APIs, Ironclad may place limits on your use of the Ironclad APIs (like limits on call volumes or requests that can be sent and received by the Ironclad APIs during a defined period of time), which limits will be specified in the Ironclad API Documentation. You accept that:

>> 1.3.5.1. Ironclad, in its sole discretion, will determine what constitutes abuse or excessive usage of the Ironclad APIs;

>> 1.3.5.2. You will not use, or attempt to use, the Ironclad APIs in a manner that exceeds such limitations, including rate limits,

or in a manner that constitutes excessive or abusive usage; and

1.3.5.3. Ironclad may monitor the volume of requests sent to the Ironclad APIs for compliance with these API Terms;

1.3.6. Not to use the Ironclad APIs in any manner that poses a security risk to other users of the Ironclad APIs or Ironclad Software, or tests the vulnerability of our systems or networks or those of any third party;

1.3.7 Not to use the Ironclad APIs in any manner that compromises, breaks, or circumvents any of our technical processes or security measures associated with the Ironclad APIs or Ironclad Software;

1.3.8. Not to use the Ironclad APIs for competitive analysis, or to disseminate performance information (including uptime, response time, and benchmarks), relating to the Ironclad APIs or the Ironclad Software;

1.3.9. Not to use the Ironclad APIs in order to replicate, copy, frame, mimic, mirror, or compete with aspects of the Ironclad Software or its functionality, or to develop or utilize an application or integration with the purpose of competing with Ironclad or migrating customers off of the Ironclad Software;

1.3.10 Not to modify, translate, reverse engineer, disassemble, reconstruct, decompile, copy, or create derivative works of the Ironclad APIs, the Ironclad Software, Ironclad customer data, or any aspect or portion thereof, except to the extent that this restriction is expressly prohibited by applicable law;

1.3.11. Not to use the Ironclad APIs in any manner or for any purpose that infringes, misappropriates, or otherwise violates the rights of any third party;

1.3.12 Not to distribute, license, sublicense, lease, rent, loan, or otherwise transfer access rights to the Ironclad API to any third party without Ironclad's written permission;

1.3.13. You must obtain written authorization from Ironclad prior to making an Integration available for commercial use or for use outside of your organization. Please reach out to ecosystem@ironcladhq.com to request authorization for any such Integration.

1.3.14. Not to use the Ironclad APIs for the bulk collection or scraping of information.

1.4. If you are, or are suspected of being, in violation of these API Terms, we reserve the right to take remedial measures up to and including terminating your access to the Ironclad APIs, at any time and at our discretion.

2. Intellectual Property

2.1. We own all rights, title, and interest in the Ironclad APIs and the Ironclad Software. By using the Ironclad APIs, you do not acquire ownership of any rights in them, or the content that is accessed through them.

2.2. Subject to section 2.1, you own all rights, title, and interest in any Integrations.

2.3. Ironclad will retain all intellectual property rights relating to any suggestions, ideas, enhancement requests, feedback, or other recommendations you provide relating to the Ironclad APIs and Ironclad Software ("**Feedback Materials**"), which are hereby assigned to Ironclad. Feedback Materials will not include any intellectual property owned by you.

2.4. You **may not** use any registered or unregistered Ironclad trademarks without written authorization from Ironclad. You may request authorization to use Ironclad trademarks by reaching out to ecosystem@ironcladhq.com. If you have written authorization to use Ironclad trademarks, your use is subject to any Ironclad trademark or brand guidelines and directions from Ironclad employees, as updated from time to time. Ironclad reserves the right to demand that you immediately cease use and remove any Ironclad trademarks you may be using or displaying for any reason and at any time without liability or other obligation to you.

3. Processing of Personal Data

Any personal data processed related to your use of the Ironclad APIs will be processed in accordance with Ironclad's Privacy Policy.

4. Export

The Ironclad APIs are subject to US global trade control laws and regulations, including the U.S. Export Administration Regulations and various sanctions programs administered by the U.S. Office of Foreign Assets Control. You will not, directly or indirectly, export, re-export, release, or make the APIs available for use, in contravention with these laws and regulations.

5. Warranty and Indemnification

5.1. EXCEPT AS EXPRESSLY STATED HEREIN, ANYTHING PROVIDED IN CONNECTION WITH THESE API TERMS, INCLUDING, WITHOUT LIMITATION, THE IRONCLAD APIS, IS PROVIDED "AS-IS", WITHOUT ANY WARRANTIES OF ANY KIND. EACH PARTY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5.2. If you develop an Integration for commercial use or for use outside of your organization, you will indemnify, defend (at Ironclad's request) and hold harmless Ironclad and its affiliates and their respective directors, officers, employees, agents, contractors, end users, and licensees from and against any claims, losses, costs, expenses (including reasonable attorneys' fees), damages or liabilities based on or arising from (a) your Integration and any derivatives / combination of your Integration with the Ironclad APIs (b) your relationships or interactions with any end users, or third-party distributors, of your Integration, or (c) your infringement of Ironclad's or any third party's intellectual property rights. Ironclad may at its own expense participate in the defense and settlement of any claim with its own counsel, and you may not settle a claim without Ironclad's prior written consent (not to be unreasonably withheld).

6. Limitation of Liability

6.1. THIS SECTION 6 DOES NOT APPLY TO THE EXTENT YOU HAVE ALREADY ENTERED INTO ANOTHER AGREEMENT WITH IRONCLAD THAT CONTAINS LIMITATIONS OF LIABILITY TERMS COVERING YOUR USE OF THE IRONCLAD APIS. FOR THE AVOIDANCE OF DOUBT, THIS SECTION 6 WILL NOT APPLY TO IRONCLAD CUSTOMERS WHO HAVE ENTERED INTO AN ENTERPRISE SERVICES AGREEMENT OR SIMILAR MASTER AGREEMENT FOR ACCESS TO IRONCLAD SOFTWARE, AND THE LIMITATION OF LIABILITY TERMS IN THAT SEPARATE AGREEMENT WILL CONTROL.

6.2. WITH THE EXCEPTION OF YOUR (A) INDEMNIFICATION OBLIGATIONS UNDER SECTION 5.2; AND (B) OBLIGATIONS UNDER SECTION 4 (EXPORT), TO THE MAXIMUM EXTENT PERMITTED BY LAW:

> 6.2.1. IN NO EVENT SHALL IRONCLAD BE LIABLE FOR LOST PROFITS OR REVENUE OR LOSS OF USE OR DATA, COSTS OF COVER OR SUBSTITUTE GOODS OR SERVICES, OR FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES, OR INDIRECT DAMAGES OF ANY TYPE OR KIND, HOWEVER CAUSED, RELATED TO OR ARISING OUT OF THESE API TERMS OR THE RIGHTS, LICENSES, PRODUCTS OR SERVICES PROVIDED UNDER THESE API TERMS WHETHER BY BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT IRONCLAD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND

> 6.2.2. THE TOTAL, CUMULATIVE LIABILITY OF IRONCLAD ARISING OUT OF OR RELATED TO THESE API TERMS OR THE RIGHTS, LICENSES, PRODUCTS OR SERVICES PROVIDED UNDER THESE API TERMS, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, SHALL BE LIMITED TO FIVE HUNDRED U.S. DOLLARS ($500.00).

7. Term and Termination

7.1. These API Terms shall remain in effect until terminated.

7.2. You may terminate these API Terms at any time by ceasing all use of the Ironclad APIs and any relevant credentials.

7.3. Unless you have purchased access to Ironclad APIs for a predetermined period, Ironclad reserves the right to terminate these API Terms or your use of the Ironclad APIs with immediate effect for any reason and at any time without liability or other obligation to you.

7.4. Upon termination:

> 7.4.1. All licenses granted herein immediately expire and you must cease use of the Ironclad APIs;

> 7.4.2. The terms of these API Terms that by their nature are intended to continue indefinitely will continue to apply.

8. Governing Law; Severability

These API Terms shall be construed and enforced in accordance with the laws of California, U.S.A., and you and Ironclad submit to the jurisdiction of the State and Federal courts in San Francisco, California, without giving effect to any conflicts of laws principles. If any provision in API Terms is held by a court of competent jurisdiction to be unenforceable, such provision shall be modified by the court and interpreted so as to best accomplish the original provision to the fullest extent permitted by law, and the remaining provisions of these API Terms shall remain in effect.