

Ironclad Sandbox Trial License Agreement

This Ironclad Sandbox Trial License Agreement (“Agreement”) governs your use of the Sandbox 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 Sandbox Trial for your own purposes: (1) all references to “User” 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 Sandbox Trial on behalf of an entity or organization that you represent: (1) all references to “User” 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 the entity or organization.

This Agreement becomes binding and effective on User upon the earliest of: (1) when you access or use the Sandbox Trial, or (2) when you click an “I Accept,” “Sign up” or similar button or check box referencing this Agreement (“Effective Date”).

By clicking “I Accept” or a similar button, and/or accessing or using the Sandbox Trial, User confirms that User has read and accepts the terms of this Agreement. In addition, by registering for the Sandbox Trial, User grants Ironclad permission to contact User with trial information and promotional, sales, and marketing emails during the Evaluation Period.

1. DEFINITIONS

- a. **Affiliate** means a legal entity that controls, is controlled by, or is under common control with a party, where “control” is defined as owning more than 50% of the voting shares of such entity.
- b. **Authorized User** means an employee or contractor of User or its Affiliates that User has registered to access and use the Sandbox Trial.
- c. **Confidential Information** means any business or technical information disclosed by one party to the other party, including User Data, provided that it is identified as confidential at the time of disclosure or that under the circumstances, a person exercising reasonable business judgment would understand it to be confidential or proprietary.
- d. **User Data** means the data and information input or uploaded into the Sandbox Trial by User or Authorized Users.

2. IRONCLAD TRIAL

- a. **Access to the Sandbox Trial.** Subject to the terms of this Agreement, Ironclad grants to User a non-exclusive, non-sublicensable, non-transferable license to access and use a sandbox, test version of Ironclad’s digital contracting platform (the “Sandbox Trial”) while this Agreement is in effect, solely for User’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 Sandbox Trial during the Evaluation Period in its sole discretion. Ironclad may not backup User data or other information entered into the Sandbox Trial, and such User data or information may not be available for retrieval or otherwise compatible or usable with the Ironclad services. Ironclad may modify or discontinue the Sandbox 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 Sandbox Trial.
- b. **Fees.** There will be no fee for use of the Sandbox Trial.
- c. **Use of the Sandbox Trial.** User may access and use the Sandbox Trial only pursuant to any instructions provided by

Ironclad to User. User will not, and will not encourage any third party to: (a) reverse-engineer, decompile, disassemble, or attempt to derive the source code for the Sandbox Trial, in whole or in part, except to the extent that such activities are permitted under applicable law; (b) copy, frame, mimic, replicate, or mirror any part of Ironclad or the Sandbox Trial, or distribute, license, sublicense, lease, rent, loan, or otherwise transfer access rights to the Sandbox Trial to any third party; (c) use the Sandbox Trial for the purpose of creating a product or service competitive with Ironclad, the Sandbox Trial, or a derivative work of the Sandbox Trial; (d) disclose the results of any benchmark tests on the Sandbox 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 Sandbox Trial; (f) remove, circumvent, disable, damage, or otherwise interfere with security-related features of the Sandbox Trial or features that enforce limitations on use of the Sandbox Trial; (g) upload any sensitive, personal, or other information to the Sandbox Trial that would subject Ironclad to any data privacy or data protection laws; or (h) use the Sandbox Trial other than as described in the documentation provided or in violation of applicable law or any party's rights.

- d. Restrictions. User will not allow anyone other than their own Authorized Users to access or use the Sandbox Trial from User's accounts. User will not and will ensure that its Authorized Users do not: (i) attempt to interfere with or disrupt the Sandbox Trial (or any related systems or networks) or use the Sandbox Trial other than directly for User's benefit; (ii) copy, modify or distribute any portion of the Sandbox Trial; (iii) rent, lease, or resell the Sandbox Trial; (iv) transfer any of its rights hereunder; or (v) reverse-engineer or access the Sandbox Trial in order to build a competitive product or service.

3. TERM AND TERMINATION

- a. Term. This Agreement shall commence on the Effective Date and shall continue until sixty (60) days after the Effective Date, unless otherwise agreed by both parties in writing, or upon either party's written notice to the other of termination of this Agreement.
- b. Termination. Either party may terminate this Agreement upon written notice at any time and for any reason.
- c. Rights and Obligations Upon Expiration or Termination. Upon expiration or termination of this Agreement, User's right to access and use the Sandbox Trial shall immediately terminate, and User shall immediately cease all use of the Sandbox Trial.
- d. Data Deletion. Within ninety (90) calendar days of the Agreement's expiration or termination, Ironclad will securely destroy (per subsection (iii) below) all copies of User Data (including automatically created archival copies).

4. PROPRIETARY RIGHTS.

- a. User owns and retains: (i) the User Data; (ii) User's name, logo and other trademarks; and (iii) all Intellectual Property Rights in and to any of the foregoing.
- b. Ironclad owns and retains: (i) the Ironclad platform, and all improvements, enhancements or modifications made by any party; (ii) any software, applications, inventions or other technology developed by Ironclad in connection with providing the Sandbox Trial; (iii) Ironclad's name, logo, and other trademarks; and (iv) all Intellectual Property Rights in and to any of the foregoing.

5. CONFIDENTIALITY

- a. Use and Nondisclosure. A receiving party will not use the disclosing party's Confidential Information except as necessary under this Agreement and will not disclose Confidential Information to any third party except: (a) to those of its employees and contractors who have a business need to know such Confidential Information; provided that each such employee and

contractor is bound to confidentiality restrictions at least as restrictive as the terms set forth in this Agreement. Each receiving party will protect the disclosing party's Confidential Information from unauthorized use and disclosure using efforts equivalent to the efforts that the receiving party uses with respect to its own Confidential Information and in no event less than a reasonable standard of care. The provisions of this Section will remain in effect during the Term and for a period of five (5) years after the expiration or termination thereof, except with regard to trade secrets of the disclosing party, which will be held in confidence for as long as such information remains a trade secret.

- b. Exclusions. The obligations and restrictions set forth in this Section will not apply to any information that: (i) is or becomes generally known to the public through no fault of or breach of this Agreement by the receiving party; (ii) is rightfully known by the receiving party at the time of disclosure; (iii) is independently developed by the receiving party without access to the disclosing party's Confidential Information; or (iv) the receiving party rightfully obtains from a third party who has the right to disclose such information without breach of any confidentiality obligation to the disclosing party.
- c. Permitted Disclosures. The provisions of this Section will not restrict either party from disclosing the other party's Confidential Information: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided that to the extent legally permitted, the party required to make such a disclosure gives reasonable notice to the other party to enable it to contest such order or requirement or limit the scope of such request; (ii) on a confidential basis to its legal or professional financial advisors; or (iii) as required under applicable securities regulations.
- d. Injunctive Relief. The receiving party acknowledges that disclosure of Confidential Information could cause substantial harm for which damages alone may not be a sufficient remedy, and therefore that upon any such disclosure by the receiving party, the disclosing party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

6. NO WARRANTIES

USER EXPRESSLY UNDERSTANDS AND AGREES THAT ALL USE OF THE TRIAL IS AT USER'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.

7. 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 Sandbox Trial, or use the Ironclad services.

8. GENERAL

- a. 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/#sandbox-trial-license-agreement>. Ironclad will provide you with notice of any major changes by requiring you to accept the updated Agreement before accessing the Sandbox Trial. Continued use of the Sandbox Trial after changes have been posted constitutes acceptance of the revised Agreement.
- b. Relationship Between the Parties. Nothing in this Agreement shall be construed as to create a partnership, joint venture, or agency relationship between the parties. Any such relationship can only be formed through separate agreement.
- c. 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.

- d. **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.
- e. **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).