

## Ironclad AI Early Access Agreement

This Early Access Agreement ("**Agreement**") governs your use of the Early Access Technology (as defined below), and is a contract between Ironclad, Inc. ("**Ironclad**") and User each a "**Party**," collectively the "**Parties**"). This Agreement is in addition to any other agreement entered into between the Parties (e.g. Enterprise Services Agreement, Sandbox Trial License Agreement) ("**Main Agreement**"). Capitalized terms not defined here are as defined in the Main Agreement.

### 1. IRONCLAD EARLY ACCESS TECHNOLOGY

**1.1 Access and Use of the Early Access Technology.** User and its Authorized Users have a revocable, non-exclusive, non-sublicensable, non-transferable right to access and use the Early Access Technology while this Agreement is in effect (the "**Evaluation Period**"), solely for User's evaluation and testing purposes.

**1.2 Early Access Technology.** For the purposes of this Agreement, "**Early Access Technology**" means the Ironclad AI feature. Ironclad AI is a general purpose legal assistant, capable of drafting and editing agreements, memos, and emails, performing legal research, answering questions about documents, as well as many other "co-pilot" type tasks.

**1.3 State of the Early Access Technology.** User acknowledges that, as of the Effective Date, the Early Access Technology is pre-release, has not been fully tested, and may contain errors or bugs that may result in loss or corruption of User Data or result in incorrect or incomplete results. Ironclad is not obligated to provide support or maintain any level of availability for the Early Access Technology, though Ironclad may endeavor to provide support as needed. "**User Data**" means the data and information input or uploaded into the Early Access Technology by User.

**1.4 Confidential Information.** The Early Access Technology, and any related information or materials provided or made available by Ironclad under this Agreement, are Ironclad Confidential Information, and User Data input or uploaded to the Early Access Technology are User Confidential Information. Each party's obligations regarding protection of Confidential Information under the Main Agreement shall also apply to Confidential Information exchanged under this Agreement.

### 2. TERM AND TERMINATION

**2.1 Term.** This Agreement shall commence on the Effective Date and shall continue until the earlier of: fourteen (14) days after the Effective Date or upon either party's written notice to the other of termination of this Agreement.

**2.2 Termination.** Either party may terminate this Agreement upon written notice at any time and for any reason.

**2.3 Rights and Obligations Upon Expiration or Termination.** Upon expiration or termination of this Agreement, User's right to access and use the Early Access Technology shall immediately terminate, and User shall immediately cease all use of the Early Access Technology.

**2.4 Data Deletion.** Within ninety (90) calendar days of the Agreement's expiration or termination, Ironclad will securely destroy all copies of User Data (including automatically created archival copies).

**3. WARRANTY.** IRONCLAD PROVIDES THE EARLY ACCESS TECHNOLOGY ON AN AS-IS BASIS, AND HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE EARLY ACCESS TECHNOLOGY, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. IRONCLAD DISCLAIMS ANY WARRANTY THAT THE EARLY ACCESS TECHNOLOGY WILL BE ERROR FREE OR UNINTERRUPTED OR THAT ALL ERRORS WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM IRONCLAD OR ELSEWHERE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. User assumes sole responsibility and liability for results obtained from the use of the Early Access Services and for conclusions drawn from such use.

**4. LIMITATION OF LIABILITY.** Neither User nor Ironclad, nor their affiliates and suppliers, will be liable under this Agreement for (i) 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 the party 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 Early Access Technology.

## 5. GENERAL

5.1 **Order of Preference.** In the event of a conflict between the Main Agreement and this Agreement, the order of preference shall be this Agreement and then the Main Agreement.

5.2 **Relationship Between the Parties.** Nothing in this Agreement shall be construed as to create a partnership, joint venture or agency relationship between the Parties.

5.3 **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. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party.