AI Addendum

This AI Addendum ("**Addendum**") governs Customer's use of Ironclad's AI features and Jurist. These terms are expressly incorporated into the Enterprise Services Agreement (or other similar customer agreement) with Ironclad (the "**Governing Agreement**"). Notwithstanding the foregoing, these terms shall govern in the event of a conflict with any of the other terms in your Agreement but only with respect to the AI Products (defined below). For additional information on specific Ironclad's AI Products, please refer to the [Ironclad AI Overview](#) page.

1. **Definitions.**

The terms used herein with initial capitalized letters shall have the meanings provided herein. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Agreement and references in the Agreement to the "Enterprise Services" shall include the AI Products.

   a. **"AI Products"** means any products or features, made available to Customer either as part of the Enterprise Services or as a standalone product, that utilize artificial intelligence. AI Products includes, but is not limited to: AI Assist, AI Playbooks, Custom Clauses, and Jurist.

   b. **"AI Subprocessors"** means third party AI providers that Ironclad leverages to provide the AI Products.

   c. **"Input"** means prompts, information or data submitted by Customer to Ironclad through the AI Products for processing.

   d. **"Output"** means responses generated by the AI Products in response to Customer's use of the AI Products or Customer's Input.

2. **Use of AI Products.** Customer acknowledges that use of the AI Products is optional. Output is generated by artificial intelligence and should be verified for accuracy by Customer prior to use. Ironclad makes no warranties about the accuracy, completeness, or reliability of the Output.

3. **Ownership.** Customer retains all right, title, and interest in and to Customer Data, Input, and Output.

4. **Customer Responsibility.** Customer will ensure that Customer's use of the AI Products does not violate any applicable law. Customer warrants that Customer has all rights, licenses, and permissions necessary to provide the Input to Ironclad.

5. **Security Measures.** Ironclad shall implement and maintain reasonable and appropriate security measures designed to protect Customer Data against unauthorized access, alteration, disclosure, or destruction. These security measures shall include, but not be limited to, encryption of Customer Data in transit and at rest, access controls, and secure software development practices.

6. **Permitted Improvements.** Ironclad may use Input and Output to evaluate and improve the performance and accuracy of the AI Products.

7. **Subprocessing.** Ironclad may engage AI Subprocessors as necessary to provide the AI Products to Customer. AI Subprocessors may process Customer Data. Ironclad agrees to (i) enter into data protection agreements with each AI Subprocessor; (ii) enable zero data retention where available; and (iii) prohibit each AI Subprocessor from training their own AI models on Customer Data. Ironclad's current list of subprocessors, including AI Subprocessors, is available at ironcladapp.com/subprocessors/.

8. **Disclaimer.** Notwithstanding the above, Customer acknowledges that: (i) other customers of Ironclad providing similar Input to the AI Products may receive the same or similar Output; (ii) due to the nature of artificial intelligence and machine learning, information generated by the AI Products may be incorrect or inaccurate; and (iii) Ironclad features that include artificial intelligence or machine learning models are not human and are not a substitute for human oversight. Further, Customer acknowledges and agrees that Customer is responsible for reviewing and validating Output for its needs before electing to use Output in its documents or work product. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IRONCLAD DOES NOT REPRESENT OR WARRANT THAT THE OUTPUT WILL BE ACCURATE, COMPLETE, ERROR-FREE, OR FIT FOR A PARTICULAR PURPOSE. Customer assumes sole responsibility and liability for results obtained from the use of the AI Products, including Outputs and for conclusions drawn from such use.

9. **Order of Preference.** In the event of a conflict between this Addendum and the Governing Agreement, the order of preference will be this Addendum with respect to the subject matter herein, then the Enterprise Services Agreement.