

## Ironclad Early Development Agreement

This Ironclad Early Development Agreement (“**Agreement**”), supplements the governing Terms of Services or Enterprise Services Agreement (collectively, “**MSA**”) by and between Ironclad, Inc. (“**Ironclad**”) and the customer identified below (“**Customer**”) (each, a “**Party**,” collectively, “**Parties**”). The terms of the MSA shall apply in full force and effect except as modified in this Agreement. The Effective Date of this Agreement is the signature date below. Capitalized terms not defined here are as defined in the MSA.

### 1. IRONCLAD EARLY DEVELOPMENT TECHNOLOGY

**1.1 Access and Use of Early Development Technology.** Customer and its Authorized Users have a non-exclusive, non-sublicensable, non-transferable right to access and use the Early Development Technology while this Agreement is in effect, solely for Customer’s evaluation and testing purposes (“Early Development Period”). “**Early Development Technology**” means pre-release or experimental versions of products, services, or features that are under development and not yet generally available. Customer’s rights to access and use the Early Development Technology are further limited in accordance with the limitations on access and use of the Ironclad software under the MSA and for use solely for Customer’s internal business purposes. This Agreement governs the use of Early Development Technology that may include AI Products. “**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.

**1.2 Early Development Technology.** The Customer acknowledges that, as of the Effective Date, the Early Development Technology is pre-release, untested, and may contain errors or bugs that could cause permanent loss or corruption of Customer Data, incorrect calculations, lack of support or availability from the Company, absence of backup for Customer Data, and incompatibility with the Enterprise Services, and is provided as-is without representations or warranties.

**1.3 Feedback.** Customer agrees to provide feedback on the usability of the Early Development Technology, as may be reasonably requested by Ironclad. Ironclad may use such feedback without restriction or obligation to the Customer and may collect and analyze data and information relating to Customer’s use and performance of the Early Development Technology, which may include Customer Data, in order to improve and enhance the Early Development Technology.

**1.4 Fees.** This Agreement does not alter fees under the existing Order Form. Post-termination use of the Early Development Technology may require payment. If Ironclad imposes fees, Customer will receive written notice and may terminate this Agreement to avoid charges.

**1.5 Confidential Information.** Each party’s obligations regarding protection of Confidential Information under the MSA shall also apply to Confidential Information exchanged under this Agreement. Both the Early Development Technology and any Customer Data are Confidential Information.

**1.6 Ownership.** Customer retains all right, title, and interest in and to Customer Data, Input, and Output. Customer grants to Ironclad a non-exclusive, worldwide, royalty-free license to use the Input and Output generated by the AI Products for the purpose of enhancing and improving the Enterprise Services offered by Ironclad, subject to compliance with applicable data protection laws and regulations. “**Input**” means prompts, information or data submitted by Customer to Ironclad through the AI Products for processing. “**Output**” means responses generated by the AI Products in response to Customer’s use of the AI Products or Customer’s Input.

**1.7 Training.** Customer consent to allow Ironclad to train AI models on Customer Data shall be as is set forth in the MSA and/or via in product settings.

**1.8 New Subprocessors.** In limited cases, the Early Development Technology may involve the use of a new third party AI provider, which has not yet been added to Ironclad’s current list of subprocessors (available at [ironcladapp.com/subprocessors/](https://ironcladapp.com/subprocessors/)). Customer consents to the use of any such new third party AI provider. If the Early Development Technology involves the use of a new third party AI provider, Ironclad agrees to enter into a written agreement with the third party provider obligating the third party to (i) enable zero data retention;

(ii) not train any AI models on Customer Data; and (iii) adhere to confidentiality and data protection requirements no less stringent than what is set forth in the MSA.

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

## **2. WARRANTY**

**2.1 DISCLAIMER.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE MSA (INCLUDING ANY REPRESENTATIONS AND WARRANTIES CONTAINED THEREIN), IRONCLAD PROVIDES THE EARLY DEVELOPMENT TECHNOLOGY ON AN AS-IS BASIS, AND HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE EARLY DEVELOPMENT 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 DEVELOPMENT 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.

**2.2 AI USE DISCLAIMER.** Notwithstanding the above, Customer acknowledges that: (i) Customer is solely responsible for any liability arising from the use or reliance on AI-generated outputs, and that Ironclad is not a legal advisor to the Customer; the Customer is advised to consult their own legal counsel for any legal, regulatory, or compliance matters; (ii) other customers of Ironclad providing similar Input to the AI Products may receive the same or similar Output; (iii) due to the nature of artificial intelligence and machine learning, information generated by the AI Products may be incorrect or inaccurate; and (iv) 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.

## **3. TERM AND TERMINATION**

**3.1 Term.** This Agreement shall commence on the Effective Date and shall continue until the earliest to occur of (1) termination of Customer's existing MSA or (2) either party's notice to the other of termination of this Agreement.

**3.2 Termination.** Either party may terminate this Agreement upon written notice at any time and for any reason. Ironclad may suspend access to the Early Development Technology, in its sole discretion, at any time for any reason.

**3.3 Rights and Obligations Upon Expiration or Termination.** Upon expiration or termination of this Agreement, Customer's and Authorized Users' right to access and use the Early Development Technology shall immediately terminate, Customer and its Authorized Users shall immediately cease all use of the Early Development Technology.

## **4. LIMITATION OF LIABILITY**

**Neither Customer nor Ironclad, and its 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 Development Technology, or use the Ironclad Enterprise Services.**

## **5. GENERAL**

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