

AI Credit and Fair Use Policy

This AI Credit and Fair Use Policy shall apply to Customer's use of Ironclad AI Products. Use of AI Products in violation of these terms constitutes a violation of the Agreement.

1. **AI Allotments.** Customer's access to Ironclad AI Agents shall be as set forth in the applicable Order Form ("AI Allotment") in accordance with the terms set forth in the applicable Order Form, and subject to the corresponding fees thereto, purchased via AI Credits (as defined in the Product Descriptions page). Where Customer's usage of the AI Allotment exceeds AI Credits purchased, (a) Customer will be invoiced for such excess usage at Ironclad's then-current list price for AI Credits and (b) Ironclad also reserves the right to suspend usage of AI Allotments in excess of available AI Credits purchased.

2. **Fair Use Policy.** Ironclad provides certain AI features embedded within the CLM Services (as described in the Product Description page). All usage of those AI features is subject to Ironclad's Fair Use Policy. "Fair Use" is defined as usage that:

(a) is conducted manually or via authorized API by an Individual User via the Ironclad user interface;

(b) is not initiated via automated scripts, bots, or programmatic means designed to circumvent usage limits, except as expressly permitted in the applicable Order Form;

(c) is consistent with reasonable, typical usage patterns for the applicable AI feature based on Customer's size, seat count, and use case, as determined by Ironclad in good faith; and;

(d) is consistent with the intended use of the applicable AI feature as described in Ironclad's documentation.

3. **Throttling and Suspension.** Ironclad reserves the right to monitor usage patterns to ensure system stability and prevent unintended and unsupported product usage patterns. If Ironclad determines, based on objective usage patterns, that Customer's usage is outside the scope of Fair Use, Ironclad may:

(a) throttle or reduce the processing speed;

(b) require the Customer to migrate to a higher-tier subscription and/or purchase additional access to AI features to continue usage; or

(c) suspend access to affected AI features where necessary to protect the integrity, security, or availability of the Services.

4. **Overage Charges.** In the event Customer violates the Fair Use Policy, Ironclad will use reasonable efforts to notify Customer and provide a grace period of thirty (30) days to remediate the usage. If usage is not remediated, Ironclad reserves the right to invoice Customer for such excess usage at Ironclad's then-current list price for such usage.