

These API Terms of Use (these “**Terms**”) are a binding contract between you (“**you**” or “**your**”) and Ironclad, Inc. (“**Ironclad**,” “**we**,” or “**us**”). These Terms govern your access to and use of Ironclad’s application programming interfaces (“**APIs**”), Model Context Protocol servers, and related resources and documentation (collectively, the “**Developer Resources**”).

BY CLICKING AN “I ACCEPT” BUTTON OR SIMILAR MECHANISM, OR BY ACCESSING OR USING ANY DEVELOPER RESOURCES, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS; (B) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THESE TERMS; AND (C) ACCEPT THESE TERMS AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS.

IF YOU ARE USING THE DEVELOPER RESOURCES ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS. IF YOU DO NOT HAVE SUCH AUTHORITY, OR DO NOT AGREE WITH THESE TERMS, YOU MUST NOT USE THE DEVELOPER RESOURCES.

IF YOU DO NOT ACCEPT THESE TERMS, YOU MAY NOT ACCESS OR USE THE DEVELOPER RESOURCES.

1. License Grants. Subject to and conditioned on your compliance with all terms and conditions set forth in these Terms and the documentation described at <https://developer.ironcladapp.com> and <https://clickwrap-developer.ironcladapp.com> from time to time (the “**Documentation**”), we hereby grant you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the term of these Terms to use the Developer Resources solely for your internal business purposes only as necessary to use an integration or other connection (each, an “**Integration**”) that will communicate and interoperate with the Ironclad software and other products and services made available by Ironclad, including without limitation Ironclad’s SaaS contract lifecycle management and clickwrap platforms (the “**Ironclad Offering**”). You acknowledge that there are no implied licenses granted under these Terms. We reserve all rights that are not expressly granted. You may not use the Developer Resources for any other purpose without our prior written consent. You may not share any API key or other authentication token (each, an “**Authenticator**”) with any third party, must keep your Authenticators and all log-in information secure, and must use your Authenticators as your sole means of accessing the Developer Resources. Your Authenticators may be revoked at any time by us. You acknowledge and agree that, to protect the security, integrity, and operability of the Developer Resources, Ironclad may place limits on your use of the Developer Resources (such as limits on call volumes or requests that can be sent and received by the Developer Resources during a defined period of time), as detailed in the Documentation, and agree that Ironclad may monitor the volume of requests sent to Developer Resources. Ironclad reserves the right to charge fees for access to and use of the Developer Resources at any time.

2. Use Restrictions. Except as expressly authorized under these Terms, you may not:

- a. copy, modify, or create derivative works of the Developer Resources, in whole or in part;
- b. rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Developer Resources;
- c. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Developer Resources, in whole or in part;
- d. remove any proprietary notices from the Developer Resources;
- e. use the Developer Resources in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law;
- f. combine or integrate the Developer Resources with any software, technology, services, or materials not authorized by Ironclad;

- g. design or permit Integrations to disable, override, or otherwise interfere with any Ironclad-implemented communications to end users, consent screens, user settings, alerts, warning, or the like;
- h. use the Developer Resources in a manner that exceeds any limitations set by Ironclad with respect to the Developer Resources, such as rate limits, or in a manner that constitutes excessive or abusive usage (as determined by Ironclad in our sole discretion);
- i. use the Developer Resources in order to replicate, copy, frame, mimic, mirror, or compete with aspects of the Ironclad Offering or its functionality or user experience, or to develop or utilize an application or integration with the purpose of competing with Ironclad or migrating customers off of the Ironclad Offering;
- j. use the Developer Resources for competitive analysis, or to disseminate performance information (including uptime, response time, and benchmarks), relating to the Developer Resources or the Ironclad Offering;
- k. attempt to cloak or conceal your identity or the identity of Integrations when requesting authorization to use the Developer Resources;
- l. use the Developer Resources in any manner that poses a security risk to other users of the Developer Resources or Ironclad Offering, or tests the vulnerability of our systems or networks or those of any third party;
- m. use the Developer Resources in any manner that compromises, breaks, or circumvents any of our technical processes or security measures associated with the Developer Resources or Ironclad Offering;
- n. use the Developer Resources for the bulk collection or scraping of information;
- o. use, or permit any third party to use, the Developer Resources, the Ironclad Offering, or any data, content, metadata, output, or other information accessed, obtained, extracted, exported, or derived from or through the Developer Resources, for the purpose of developing, training, fine-tuning, validating, benchmarking, testing, evaluating, or otherwise improving any machine learning model, artificial intelligence model or system, or any training, testing, evaluation, validation, benchmarking, or similar dataset, other than for your internal use of the Ironclad Offering in accordance with these Terms and the applicable agreement governing your use of the Ironclad Offering;
- p. use, or permit any third party to use, the Developer Resources, the Ironclad Offering, or any data, content, metadata, output, or other information accessed, obtained, extracted, exported, or derived from or through the Developer Resources, to develop, train, build, market, distribute, commercialize, operate, or support any product, service, dataset, model, system, integration, connector, agent, or other offering that competes with, is intended to compete with, or is a substitute for, the Ironclad Offering or any Ironclad product, service, feature, functionality, dataset, model, system, integration, connector, or authorized data sharing mechanism;
- q. use the Developer Resources to extract, export, replicate, aggregate, or otherwise collect data in bulk, or on an automated, continuous, high-volume, or systematic basis, for reporting, analytics, business intelligence, dashboarding, data warehousing, model development, dataset creation, archival, migration, or similar purposes, except: (i) as reasonably necessary for your internal use of the Ironclad Offering in accordance with the Documentation, applicable rate limits, and these Terms; or (ii) through an Ironclad-designated data-sharing, reporting, analytics, export, or integration mechanism authorized by Ironclad for such purpose, such as Ironclad's authorized data share;
- r. use the Developer Resources to bypass, circumvent, avoid, replicate, or replace any Ironclad-designated product, feature, entitlement, usage limit, rate limit, data-sharing mechanism, reporting or analytics mechanism, packaging limitation, security control, access control, or other technical or contractual restriction applicable to the Ironclad Offering; or

You will comply with all terms and conditions of these Terms, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on Ironclad's website or otherwise made available by Ironclad in writing from time to time. In addition, you will not use the Developer Resources in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, items subject to US embargo, unsolicited mass distribution of email ("spam"), multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities.

3. Integrations. You agree to monitor the use of Integrations for any activity that violates applicable laws, rules, and regulations or any terms and conditions of these Terms, including any fraudulent, inappropriate, or potentially harmful behavior, and promptly restrict any offending users of Integrations from further use of Integrations. You agree to provide a resource for users of Integrations to report abuse of Integrations. As between you and us, you are responsible for all acts and omissions of your end users in connection with Integrations and their use of the Developer Resources, if any. You agree that you are solely responsible for posting any privacy notices and obtaining any consents from your end users required under applicable laws, rules, and regulations for their use of Integrations. You may not make any of Integrations available for commercial use or for use outside of your organization without Ironclad's prior written consent. Please reach out to ecosystem@ironcladhq.com to request authorization for all of such of Integrations.

Without limiting the foregoing, you may not, and may not permit any of your personnel, contractors, agents, partners, resellers, distributors, systems integrators, service providers, or other third parties acting on your behalf to, develop, build, expose, publish, distribute, host, operate, commercialize, or otherwise make available any REST API, software development kit, Model Context Protocol server, connector, agent, wrapper, proxy, relay, gateway, hosted service, or other application programming interface or access layer that accesses, wraps, proxies, relays, exposes, replicates, aggregates, or otherwise provides access to the Developer Resources or the Ironclad Offering, in whole or in part, without Ironclad's prior written consent.

For clarity, any such consent may be conditioned on technical, security, privacy, commercial, branding, certification, usage, rate-limit, monitoring, or other requirements specified by Ironclad, and Ironclad may revoke such consent if Ironclad reasonably determines that the applicable Integration, connector, server, agent, service, or access layer creates a security, privacy, legal, operational, competitive, reputational, or commercial risk to Ironclad, its customers, the Developer Resources, or the Ironclad Offering.

Please contact ecosystem@ironcladhq.com to request such consent.

If any Integrations are made available outside of your organization, then the following restrictions and requirements shall apply:

- a. Once Integrations are available, you may not materially change the purpose or nature of Integrations. You may always choose to create a new one of Integrations or take down an existing one of Integrations.
- b. If an Integration processes content and data collected through or used by one of Integrations, including without limitation information about end users or others with whom they interact through the Ironclad Offering, or any information relating to an identifiable natural person or otherwise governed by privacy laws ("**Integration Data**"), then you must: (i) obtain from users all necessary rights, permissions, and consents for your access, collection, storage, sharing and other processing of any Integration Data; (ii) provide and maintain a clear and conspicuous privacy policy which notifies users that you (and not Ironclad) are responsible for the privacy, security, and integrity of any Integration Data you process; and (iii) process such data solely in accordance with applicable laws, your terms with your users, and your privacy policy.

- c. You will employ technical, administrative, and physical safeguards that: (i) comply with applicable laws and regulations, including privacy laws; and (ii) protect the confidentiality, integrity, and availability of Integration Data, including Integration Data that relates to any identifiable natural person and other information governed by privacy laws.
- d. You must notify us immediately upon becoming aware of the accidental, unlawful, or unauthorized access to, use, disclosure, alteration, loss, or destruction of (i) the Developer Resources; (ii) Integration Data; or (iii) Integrations (each, a “**Security Incident**”). You will preserve evidence regarding the Security Incident, and provide us with information we request regarding the Security Incident. You agree to take such actions, at your expense, as Ironclad may reasonably request to respond to, investigate, and mitigate adverse effects of any Security Incident. Before you communicate with the public (e.g., via press release, blogs, or social media) or any third party about a Security Incident, you will consult with Ironclad regarding such communication, to the extent doing so does not unreasonably interfere with your investigation or remediation of the Security Incident or your compliance with your legal obligations.
4. Updates. You acknowledge that we may update or modify the Developer Resources from time to time and at our sole discretion (in each instance, an “**Update**”), and may require you to obtain and use the most recent version of the Developer Resources. Updates may adversely affect how Integrations communicate with the Ironclad Offering. You are required to make any changes to Integrations that are required for integration as a result of such Update at your sole cost and expense. Your continued use of the Developer Resources following an Update constitutes binding acceptance of the Update.
5. Collection and Use of Your Information. We may collect certain information through the Developer Resources or the Ironclad Offering about you or any of your employees, contractors, or agents. By accessing, using, and providing information to or through the Developer Resources or the Ironclad Offering, you consent to all actions taken by us with respect to your information in compliance with the then-current version of our privacy policy and data protection requirements, available at <https://legal.ironcladapp.com/#privacy-policy>.
6. Intellectual Property Ownership; Feedback. You acknowledge that, as between you and us, we own all right, title, and interest, including all intellectual property rights, in and to the Developer Resources and the Ironclad Offering. You will use commercially reasonable efforts to safeguard the Developer Resources (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access. You will promptly notify us if you become aware of any infringement of any intellectual property rights in the Developer Resources and will fully cooperate with us, in any legal action taken by us to enforce our intellectual property rights. If you or any of your employees, contractors, and agents sends or transmits any communications or materials to us by mail, email, telephone, or otherwise, suggesting or recommending changes to the Developer Resources or the Ironclad Offering, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like (“**Feedback**”), all such Feedback is and will be treated as non-confidential. You hereby assign to us on your behalf, and on behalf of your employees, contractors, and agents, all right, title, and interest in, and we are free to use, without any attribution or compensation to you or any third party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although we are not required to use any Feedback.
7. Disclaimer. THE DEVELOPER RESOURCES ARE PROVIDED “AS IS” AND COMPANY SPECIFICALLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. COMPANY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. COMPANY MAKES NO WARRANTY OF ANY KIND THAT THE DEVELOPER RESOURCES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET YOUR OR ANY OTHER PERSON’S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OF YOUR OR ANY THIRD PARTY’S SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE, OR THAT ANY

ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. IF YOU USE ANY THIRD-PARTY SITE, SERVICE, SOFTWARE, OR OTHER TECHNOLOGY OR MATERIAL, INCLUDING ARTIFICIAL INTELLIGENCE AGENTS AND TOOLS (COLLECTIVELY, “**THIRD-PARTY MATERIALS**”) IN CONNECTION WITH THE DEVELOPER RESOURCES, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE SUBJECT TO AND AGREE TO, AND MUST COMPLY WITH, ANY AND ALL APPLICABLE THIRD-PARTY TERMS AND CONDITIONS MADE AVAILABLE VIA, OR AGREED IN CONNECTION WITH, SUCH THIRD-PARTY MATERIALS. WE DO NOT ENDORSE OR ASSUME ANY RESPONSIBILITY FOR ANY THIRD-PARTY MATERIALS. IF YOU ACCESS OR CONNECT TO THIRD-PARTY MATERIALS OR SHARE ANY OF YOUR CONTENT OR DATA ON OR THROUGH ANY THIRD-PARTY MATERIALS, YOU DO SO AT YOUR OWN RISK, AND YOU UNDERSTAND THAT THESE TERMS AND OUR PRIVACY NOTICE DO NOT APPLY TO YOUR USE OF SUCH THIRD-PARTY MATERIALS. YOU EXPRESSLY RELIEVE US FROM ANY AND ALL LIABILITY ARISING FROM YOUR ACCESS TO AND/OR USE OF ANY THIRD-PARTY MATERIALS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU ARE SOLELY RESPONSIBLE FOR THE ACTIONS AND TASKS PERFORMED BY YOUR INTEGRATIONS, INCLUDING WITH RESPECT TO USE AND CONNECTION WITH AGENTIC SERVICES AND OTHER ARTIFICIAL INTELLIGENCE TOOLS, INCLUDING DETERMINING APPROPRIATE USE CASES FOR YOUR INTEGRATIONS, AUTHORIZING ACCESS AND CONNECTION TO DATA, APPLICATIONS, AND SYSTEMS, AND EXERCISING JUDGMENT AND SUPERVISION WITH RESPECT TO USE.

8. Indemnification. You agree to indemnify, defend (at Ironclad’s option), and hold harmless Ironclad and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees, arising from or relating to (a) your use or misuse of the Developer Resources, (b) your breach of these Terms, and (c) Integrations, including any end user’s use thereof. In the event we seek indemnification or defense from you under this provision, we will promptly notify you in writing of the claim(s) brought against us for which we seek indemnification or defense. We reserve the right, at our option and in our sole discretion, to assume full control of the defense of claims with legal counsel of our choice. You may not enter into any third-party agreement that would, in any manner whatsoever, constitute an admission of fault by us or bind us in any manner, without our prior written consent. In the event we assume control of the defense of such claim, we will not settle any such claim requiring payment from you without your prior written approval.
9. Limitations of Liability. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL WE BE LIABLE TO YOU OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR (a) ANY LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE DEVELOPER RESOURCES; OR (b) ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIVE HUNDRED DOLLARS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. Term and Termination. The term of these Terms commences upon the earlier to occur of when you access any Developer Resources or acknowledge your acceptance of these Terms by clicking an “I ACCEPT” button or similar mechanism and will continue in effect until terminated as set forth in this Section. We may immediately terminate or suspend these Terms, any rights granted herein, or your licenses under these Terms, in our sole discretion at any time and for any reason, by providing notice to you or revoking access to the Developer Resources. In addition, these Terms will terminate immediately and automatically without any notice if you violate any of the terms and conditions of these Terms. You may terminate these Terms at any time by ceasing your access to and use of the Developer Resources. Upon termination of these Terms for any reason all licenses and rights granted to you under these Terms will also terminate and you must cease using, destroy, and permanently erase from all devices and systems you directly or indirectly control all copies of the Developer Resources. Any terms that by their nature are intended to continue beyond the termination or expiration of these Terms will survive termination. Termination will not limit any of Ironclad’s rights or remedies at law or in equity.

11. Export Regulation. Developer Resources may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. You will not, directly or indirectly, export, re-export, or release the Developer Resources to, or make the Developer Resources accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You will comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Developer Resources available outside the US.
12. US Government Rights. The Developer Resources are a “commercial product” as that term is defined at 48 C.F.R. § 2.101, consisting of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. § 12.212. Accordingly, if you are an agency of the US Government or any contractor therefor, you receive only those rights with respect to the Developer Resources as are granted to all other end users under license, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government licensees and their contractors.
13. Modifications. We may provide notifications to you via email notice or through posting of such notice on our websites or via the Ironclad Offering, as we determine in our sole discretion. We may modify or update these Terms from time to time, and you should review this page periodically. These Terms apply to and govern your access to and use of the Developer Resources effective as of the start of your access to the Developer Resources, even if such access began before publication of these Terms. Your continued use of the Developer Resources after any change to these Terms constitutes your acceptance of the new Terms. If you do not agree to any part of these Terms or to any future Terms, do not access or use (or continue to access or use) the Developer Resources.
14. Governing Law and Jurisdiction. These Terms are governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice of conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of California. Except as otherwise set forth herein, any legal suit, action, or proceeding arising out of or related to these Terms or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of California, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
15. Miscellaneous. These Terms, together with any amendments and any additional agreements you may enter into with us in connection with the Developer Resources, will constitute the entire agreement between you and us concerning the Developer Resources. You hereby consent to receiving electronic communications from us. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to the Developer Resources. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction. Any failure to act by us with respect to a breach of these Terms by you or others does not constitute a waiver and will not limit our rights with respect to such breach or any subsequent breaches. These Terms are personal to you and may not be assigned or transferred for any reason whatsoever without our prior written consent and any action or conduct in violation of the foregoing will be void and without effect. We expressly reserve the right to assign these Terms and to delegate any of its obligations hereunder.