

Juro

Evaluation Terms

These evaluation terms and conditions (**Evaluation Terms**) are entered into between Juro Online Limited, a company incorporated in England and Wales under company number 09684844 whose registered office is at 1 Long Lane, London SE1 4PG, United Kingdom (**Juro, we, us, our**) and the applicable customer (**Customer, you, your**) agreeing to these terms as part of a trial. The **Agreement** consists of the Evaluation Terms, the DPA, and the AI Addendum. If there is a conflict, this order of priority applies: first, the DPA; then, the AI Addendum; and then, the Evaluation Terms.

YOUR ATTENTION IS DRAWN IN PARTICULAR TO CLAUSES 4, 6 AND 8 OF THE EVALUATION TERMS AND TO PARAGRAPH 5 OF THE AI ADDENDUM, WHICH LIMIT JURRO'S LIABILITY TO YOU.

1. Definitions and interpretation

AI Addendum means the AI terms set out at juro.com/terms/ai-terms, save that all references in those terms to "Hosted Services" shall be replaced with "Evaluation Services".

Confidential Information means all information which is by its nature confidential, or which is marked as such, that is received by a party (**Receiving Party**) from the other party in connection with the Agreement, other than (i) information that was rightfully in the possession of the Receiving Party before disclosure by the disclosing party; or (ii) information that is in the public domain other than as a result of a breach of the Agreement by the Receiving Party.

Customer Data means the data inputted by or on behalf of the Customer or its authorised users for the purpose of using the Evaluation Services or facilitating the Customer's use of the Evaluation Services.

Data Protection Laws means (i) to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Customer is subject, which relates to the protection of personal data; or (ii) to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data.

DPA means the data processing agreement set out in the Schedule.

End Date means the end date specified to the Customer by Juro when the Customer agrees to these Evaluation Terms.

EU GDPR means the General Data Protection Regulation ((EU) 2016/679).

IP means any intellectual property rights of any kind, whether registered or unregistered, and including applications, renewals, extensions, and rights to claim priority, in each case anywhere in the world.

Juro Platform means the online contract automation platform provided by Juro as part of the Evaluation Services for the purpose of enabling users to generate, negotiate, electronically sign and manage contracts according to the subscription plan set out in the Order Form.

party means the Customer or Juro and parties means both of them.

Start Date means the start date specified to the Customer by Juro when the Customer agrees to these Evaluation Terms.

UK GDPR is defined in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

Usage Data is defined in clause 5.3.

2. Evaluation Services

- 2.1. **Generally.** The Agreement governs the testing, demonstration, trial and other evaluative (but not developmental or productive) use of the Juro Platform on a software-as-a-service basis (**Evaluation Services**) for the sole purpose of the Customer's own internal evaluation of the Evaluation Services in a non-productive capacity and not for any commercial or other business or operational purposes (the **Evaluation Purpose**). Juro will charge the Customer \$1 for use of the Evaluation Services in accordance with the Agreement, and hereby acknowledges receipt of that payment. Both parties acknowledge the sufficiency of the payment for consideration purposes.

- 2.2. **Limited licence.** Subject to the terms and conditions of the Agreement, Juro grants the Customer a non-exclusive, non-transferable, non-assignable, non-sub licensable, revocable, limited and personal right to use the Evaluation Services solely for the Evaluation Purpose for the Evaluation Period.

- 2.3. **Customer responsibilities.** The Customer must: (a) provide Juro with any reasonable access, information, and other cooperation that Juro reasonably requires to provide the Evaluation Services (for example, security access information and configuration information); (b) comply with applicable laws in connection with the Agreement; (c) obtain and maintain all licences, consents and permissions necessary for the Customer to access the Evaluation Services; and (d) use reasonable efforts to prevent unauthorised access to, or use of, the Evaluation Services. If the Customer becomes aware of any unauthorised access or use, the Customer must notify Juro promptly. If the Customer fails to provide any necessary cooperation or otherwise prevents or delays Juro from performing its obligations under the Agreement, Juro is not in breach of the Agreement and is not liable to the Customer for the delay or failure to perform the affected obligations.

- 2.4. **Restrictions.** The Customer must not, and must ensure that its users do not, directly or indirectly: (a) use the Evaluation Services (or any part) for any purpose other than the Evaluation Purpose; or (b) except as permitted by applicable law which cannot be excluded: (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or part of the Juro Platform; (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human readable form all or any part of the Juro Platform; (iii) access all or any part of the Evaluation Services to build a product or service that competes with Juro's business; (iv) commercially exploit the Evaluation Services or make them available to anyone except the Customer's authorised users; (v) attempt to obtain, or help anyone else obtain, access to the Evaluation Services other than as provided for in the Agreement; or (vi) allow individuals to share login credentials (for example, by using a generic email address that more than one person uses to access the Juro Platform); (vii) store payment card information in the Juro Platform; (viii) use the Evaluation Services in any illegal way or any way that causes damage or injury to any person or property; (ix) use the Evaluation Services to access, store, distribute or use any malware or any material that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive, facilitates illegal activity, depicts sexually explicit images, promotes unlawful violence, or is discriminatory based on race, gender, colour, religious belief, sexual orientation or disability; or (x) perform any security or penetration testing, or benchmarking analysis of the Juro Platform without Juro's prior written consent. Juro may remove access to any material that does not comply with this paragraph.

3. Term and termination

- 3.1. **Term.** The Agreement commences on the Start Date and will continue until the End Date (**Evaluation Period**). The Agreement automatically terminates on expiry of the Evaluation Period.
- 3.2. **Termination.** Either party may terminate the Agreement immediately by giving notice to the other party.
- 3.3. **Suspension.** Juro may immediately suspend the Customer's access to the Juro Platform at any time for any reason. Juro must promptly inform the Customer of the suspension.

- 3.4. **Effect of termination.** On termination of the Agreement for any reason: (a) all licences granted to the Customer under the Agreement terminate and the Customer must immediately stop using the Evaluation Services; and (b) any part of the Agreement which, by its nature, should survive termination will continue in force. Juro may immediately destroy or otherwise dispose of the Customer Data on termination or expiry of the Agreement.
- 4. Customer Data in Evaluation Services**
- 4.1. **Customer Data disclaimer.** The Evaluation Services may permit the Customer to input Customer Data. The Customer acknowledges and agrees that: (a) the Evaluation Services are not intended for use with data that may have material value or pose any material risk to the Customer; and (b) Juro is not liable for any losses that the Customer suffers as a result of inputting such data into the Evaluation Services.
- 4.2. **Restrictions on Customer Data in Evaluation Services.** The Customer must: (a) ensure that the Customer Data does not include any data subject to any export control laws of the United Kingdom, European Union, or any other jurisdiction; and (b) ensure that all necessary licences, approvals and consents have been given as required for the Customer Data's hosting, use, processing and other utilisation in connection with the Evaluation Services in compliance with all applicable laws and third party rights.
- 5. IP**
- 5.1. **Customer IP.** The Customer or its licensors own all IP in the Customer Data and any data that is derived from the Customer Data and provided to the Customer as part of the Evaluation Services. The Customer grants to Juro a worldwide, non-exclusive, royalty-free licence to access and use the Customer Data and any other information provided by the Customer to perform and improve its services. Juro may sublicense the rights granted in this clause to its agents and contractors, in each case solely to the extent necessary to enable Juro to perform and improve its services. The Customer warrants that it is entitled to grant the licences in this clause and that Juro's use of those rights in accordance with the Agreement will not infringe anyone else's rights.
- 5.2. **Juro IP.** Juro or its licensors own all IP in: (a) the Evaluation Services, the Juro Platform and any improvements, enhancements or modifications to them; and (b) the Juro name and logo. Unless expressly permitted under the Agreement, the Customer may not use any of Juro's IP without Juro's prior written consent.
- 5.3. **Usage Data.** The Customer consents to Juro using cookies and similar technologies for the purpose of gathering information relating to the provision, use and performance of the Evaluation Services (**Usage Data**). Usage Data is not Customer Data. Juro may use Usage Data for any purpose, save that Juro will not disclose Usage Data in a manner that identifies the Customer or any third-party entity or individual.
- 6. Disclaimers**
- 6.1. **Maintenance.** Juro may notify the Customer in advance of scheduled maintenance, but the Customer acknowledges that it may receive no advance notice for downtime of the Evaluation Services caused by emergency, other maintenance, or for any reason.
- 6.2. **No legal advice.** Juro is not a law firm and is not regulated as one. Juro's personnel are not the Customer's lawyers and don't give legal advice on which the Customer or anyone else can rely. The Customer's use of the Evaluation Services does not create a lawyer-client relationship. The Customer is responsible for deciding if its activities using the Evaluation Services comply with any formalities or legal or regulatory requirements. Juro is not responsible for errors in the content of the Customer's contracts. Juro is not responsible for deciding which formalities or legal or regulatory requirements apply to the Customer when it comes to executing, retaining and deleting contracts.
- 6.3. **Content.** Juro doesn't control content posted in or using the Evaluation Services. In particular, Juro does not control the Customer Data. Juro doesn't give any representations or warranties about the accuracy, completeness, currency, correctness, reliability, integrity, usefulness, quality, fitness for purpose or originality of the content or the Customer Data.
- 6.4. **General disclaimers.** Juro does not warrant that the Customer's use of the Evaluation Services will be uninterrupted or error-free. Juro is not responsible for delays, delivery failures, or any other loss or damage caused by the transfer of data over communications networks and facilities, including the internet. The Customer acknowledges that the Evaluation Services are subject to limitations, delays and other problems inherent in the use of communications networks and facilities. Juro is not responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party. The Customer is solely responsible for the results achieved using the Evaluation Services and for the conclusions that the Customer draws from that use, and Juro has no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Juro by the Customer in connection with the Evaluation Services, or any actions Juro takes at the Customer's direction. All warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from the Agreement. Juro provides the Evaluation Services on an "as is" basis.
- 7. Customer indemnity**
- The Customer must defend, indemnify and hold harmless Juro and its group companies against claims, actions, proceedings, losses, damages, expenses and costs (including court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Evaluation Services.
- 8. Limits on liability**
- 8.1. **Definition of liability.** References to **liability** in this clause 8 include every kind of liability arising under or in connection with the Agreement, including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 8.2. **No illegal exclusions.** Nothing in the Agreement limits any liability that cannot legally be limited, including liability for: (a) death or personal injury caused by negligence; or (b) fraud or fraudulent misrepresentation.
- 8.3. **Liability cap.** Subject to clause 8.2, Juro's total liability to the Customer under or in connection with the Agreement will not exceed \$1.
- 8.4. **Excluded losses.** Subject to clause 8.2, the following types of loss are wholly excluded: loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of use or corruption of software, data or information, loss of or damage to goodwill, and indirect or consequential loss.
- 8.5. **Limitation period for claims.** Unless the Customer notifies Juro that it intends to make a claim within 30 days after the event giving rise to the claim, then Juro will have no liability for that event. The Customer's notice must identify the event and grounds for the claim in reasonable detail.
- 9. Confidentiality**
- 9.1. **General.** The parties must only disclose Confidential Information to each other if it is necessary to do so.
- 9.2. **Confidentiality undertakings.** Subject to clause 9.3, the Receiving Party must: (a) treat in confidence all Confidential Information; (b) not disclose in whole or in part Confidential Information to anyone who is not a party to the agreement; and (c) apply at least the same measures for the purpose of ensuring the confidentiality of Confidential Information as it applies to its own confidential information, which must be at least a reasonable standard.
- 9.3. **Permitted disclosures.** A Receiving Party may disclose Confidential Information: (a) to its group companies and to its

and their employees, officers, representatives or advisors to the extent required for the proper performance of the Agreement (conditional on those recipients being told about the confidential nature of the Confidential Information and the Receiving Party ensuring that they comply with clause 9.2 as if they were parties to the Agreement); and (b) to the extent required to do so by law, but only if the Receiving Party (if it is lawful to do so) notifies the other party as far as reasonably practicable in advance that the disclosure will be made.

10. Notices

- 10.1. Forms of notice. Any notice given to a party under or in connection with this Agreement must be in writing and must be: (a) delivered by hand or next working day delivery service at its principal place of business; or (b) sent by email to the following addresses (or an address substituted in writing by the party to be served): (i) Juro: support@juro.com; and (ii) Customer: any email Juro uses to contact the Customer.
- 10.2. Deemed receipt. Any notice is deemed received: (a) if delivered by hand, at the time the notice is left at the proper address; or (b) if sent by next working day delivery service, at 9.00 am local time on the second working day after posting in the location of receipt; or (c) if sent by email, at the time of transmission, or, if this time is outside business hours (9.00am to 5.00pm) on a working day in the place of receipt, when business hours resume.
- 10.3. Disputes. This clause 10 does not apply to the service of any proceedings or other documents in any legal action, arbitration or any other method of dispute resolution.

11. General legal terms

- 11.1. Force majeure. Juro is not in breach of the Agreement or otherwise liable if it is prevented or delayed from performing its obligations under the Agreement because of circumstances beyond its reasonable control.
- 11.2. Transfers. Except in the case of a merger or corporate reorganisation, neither party may assign or otherwise create any interest in any of its rights or obligations under the Agreement without the prior written consent of the other party.
- 11.3. Entire agreement. The Agreement is the entire agreement between the parties relating to its subject matter and supersedes anything previously passing between them relevant to that subject matter.
- 11.4. No reliance. Each party acknowledges that, in entering the Agreement, it does not rely on anything that is not set out in the Agreement.
- 11.5. Variations. No variation of the Agreement is effective unless it is in writing and signed by the parties.
- 11.6. No waiver. No failure or delay by a party to exercise any right or remedy provided under the Agreement or at law constitutes a waiver of that or any other right or remedy, nor does it preclude or restrict the future exercise of that or any other right or remedy. No single or partial exercise of any right or remedy precludes or restricts the further exercise of that or any other right or remedy.
- 11.7. Severance. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If that modification is not possible, the relevant provision or part-provision will be deemed deleted. Any modification or deletion under this clause 11.7 does not affect the validity or enforceability of the rest of the Agreement.
- 11.8. No partnership or agency. Nothing in the Agreement is intended to establish any partnership or appoint either party the agent of the other, or otherwise authorise either party to commit the other in any way whatsoever. Each party confirms that it is acting on its own behalf and not for the benefit of any other person.

11.9. Third party rights. A person who is not a party to the Agreement does not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

11.10. Governing law and jurisdiction. The construction, validity and performance of the Agreement and all non-contractual obligations arising out of or in connection with it are governed by English law and the parties hereby irrevocably submit to the exclusive jurisdiction of the courts of England and Wales to resolve any dispute between them.

Schedule - Data Processing Agreement

1. Purpose

- 1.1. This DPA governs the processing of personal data by Juro in connection with the Agreement in the capacity of a processor on behalf of the Customer (Personal Data).
- 1.2. In this DPA, the following definitions apply: (a) the terms **controller**, **data subject**, **personal data breach**, **process**, **processing**, **processor**, and **supervisory authority** are defined in Data Protection Laws; and (b) a **sub-processor** is another processor engaged by Juro to process Personal Data.
- 1.3. The parties agree that for the purposes of Data Protection Laws, the Customer is the controller of the Personal Data and Juro is the processor.
- 1.4. The Appendix to this DPA sets out the scope, nature and purpose of processing by Juro, the duration of the processing and the types of personal data and categories of data subject.

2. Customer obligations

- 2.1. The Customer instructs Juro to process Personal Data in accordance with the Agreement.
- 2.2. The Customer is responsible for providing all notices and obtaining all consents, licences and legal bases required to allow Juro to process Personal Data.

3. Juro obligations

- 3.1. Juro must: (a) only process Personal Data in accordance with this DPA and the Customer's instructions (unless legally required to do otherwise); (b) not sell, retain or use any Personal Data for any purpose other than those permitted by the Agreement; (c) inform the Customer immediately if (in Juro's opinion) the Customer's instructions break Data Protection Laws; (d) use appropriate technical and organisational measures when processing Personal Data to ensure a level of security appropriate to the risk involved; (e) notify the Customer without undue delay after becoming aware of a personal data breach affecting the Personal Data and provide the Customer with reasonable assistance as required under Data Protection Laws in responding to it; (f) ensure that anyone authorised by Juro to process Personal Data is committed to confidentiality obligations; (g) without undue delay, provide the Customer with reasonable assistance at the Customer's expense with: (i) data protection impact assessments; (ii) responses to data subjects' requests to exercise their rights under Data Protection Laws; and (iii) engagement with supervisory authorities; (h) maintain records of processing activities carried out on the Customer's behalf as required by Data Protection Laws; (i) allow for audits by making available to the Customer on request an audit report, which the Customer must treat confidentially (and the Customer may not exercise this right more than once per year); (j) return Personal Data on your written request or delete Personal Data at the end of our relationship in accordance with clause 3.4 of the Evaluation Terms, unless retention is legally required.

4. Compliance with laws

Each party must comply with Data Protection Laws in connection with the Personal Data.

5. Sub-processing

- 5.1. The Customer authorises Juro to engage sub-processors when processing Personal Data. Juro's existing sub-processors are listed [here](#).
- 5.2. Juro must: (a) require its sub-processors to comply with obligations equivalent to its own under this DPA; and (b) inform the Customer of any intended additions or replacements of sub-processors by updating the [list of sub-processors](#), to enable the Customer the opportunity to object (but if the Customer does object and can't demonstrate to Juro's reasonable satisfaction that the objection is due to an actual or likely breach of Data Protection Laws, then the Customer indemnifies Juro and its group companies for any losses,

damages, costs (including reasonable legal fees) and expenses they suffer in accommodating the objection).

- 5.3. Juro is liable to the Customer for any acts and omissions of its sub-processors that would breach Juro's obligations under this DPA if they were a party to it.

6. International data transfers

The Customer agrees that Juro may transfer Personal Data outside of the European Economic Area or United Kingdom as required to perform the Evaluation Services, as long as Juro ensures that all transfers comply with Data Protection Laws. For this purpose, the Customer must comply with any reasonable request Juro makes, including any request to enter into standard data protection clauses adopted by the European Commission from time to time (where the EU GDPR applies) or adopted by the UK Information Commissioner from time to time (where the UK GDPR applies).

Appendix - Data processing information

1. Subject matter of processing

Juro's provision of the Evaluation Services to the Customer

2. Duration of the processing

The duration of the Agreement (unless otherwise agreed in writing between the parties).

3. Nature and purpose of the processing

To provide the Evaluation Services (including the Juro Platform) to the Customer solely for the Evaluation Purpose.

4. Type of personal data

The minimum personal data necessary for the Customer to use the Evaluation Services for the Evaluation Purpose., including contact details, signatures and personal data of contract counterparties.

5. Categories of data subjects

Customer personnel only (no external parties).

6. Technical and organisational security measures

Described in Juro's [Information Security Policy](#).

