



## 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 and the AI Addendum. In the event of any conflict between the terms of the Evaluation Terms and the AI Addendum, such conflicts will be resolved in the following order of priority: first, the AI Addendum, and then the Evaluation Terms.

### 1. Definitions.

Capitalized terms not otherwise defined herein have the following meanings:

**Affiliate** means any entity that controls, is controlled by, or is under common control with a party.

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

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

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

**Evaluation Period** means the period from the Start Date to the End Date (inclusive).

**IP Rights** 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 collaboration platform provided by Juro as part of the Evaluation Services for the purpose of enabling users to generate, negotiate, electronically sign and manage contracts.

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

### 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 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 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 license.** Subject to the terms and conditions of the Agreement, Juro grants 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.** Customer will: (a) provide Juro with any reasonable access, information, and other cooperation 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 licenses, consents and permissions necessary for Customer to access the Evaluation Services; and (d) use reasonable efforts to prevent unauthorized access to, or use of, the Evaluation Services. If Customer becomes aware of any unauthorized access or use, Customer will notify Juro promptly. If 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 Customer for the delay or failure to perform the affected obligations.

2.4. **Restrictions.** Customer will not, and will ensure its users do not, directly or indirectly: (a) use the Evaluation Services (or any part) for any purpose other than the Evaluation Purpose; (b) sell, lease, license, sublicense, or otherwise make the Juro Platform available to any third party or use the Juro Platform for any external or commercial purposes; (c) use manual or automated means to crawl, mine, scrape, frame, or mirror the Juro Platform, or attempt to copy or duplicate the Juro Platform; (d) decompile, disassemble, reverse engineer, or attempt to access the Juro Platform's source code (except as permitted by applicable law), or use the Juro Platform to create any derivative works thereof or develop any competing offering; (e) upload, transmit, or submit any viruses, malware, or malicious code, or other harmful materials to the Juro Platform, or otherwise interfere with the operation of the Juro Platform; (f) attempt to gain any unauthorized access to the Juro Platform or any part thereof; (g) use the Juro Platform for any unlawful purpose or in an unlawful manner or for any unlawful purpose; (h) remove any trademark or copyright notices contained in the Juro Platform; (i) provide any false or misleading information or any information it does not have the right to provide; (j) store payment card information in the Juro Platform; or (k) perform any security or penetration testing, or benchmarking analysis, of the Juro Platform without Juro's prior written consent. Juro may remove or disable Customer's 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 Customer's access to the Juro Platform at any time for any reason. Juro will promptly notify Customer of the suspension.

3.4. **Effect of termination.** Termination or expiration of the Agreement will not affect any already-accrued obligations or liabilities. Sections 2.4, 3.4, and 4 through 10 will survive the termination or expiration of the Agreement. On expiration or termination of the Agreement for any reason, all licenses granted to Customer under the Agreement terminate and Customer will immediately stop using the Evaluation Services. Juro may immediately destroy or otherwise dispose of the Customer Data on termination or expiration of the Agreement.

### 4. Confidentiality.

4.1. **Definition. Confidential Information** means any non-public information provided by Juro to Customer hereunder that is either conspicuously identified as confidential or proprietary or should be reasonably understood to be confidential based on the nature of the information or the circumstances of the disclosure. Confidential Information includes information regarding Juro's technology, software, websites, pricing, customers, or other business, technical, or financial information. Without limiting the generality of the foregoing, Juro's Confidential Information includes non-public information regarding the Juro Platform and the Evaluation Services. Confidential Information does not include information that: (a) is already known to Customer without obligation of confidentiality prior to its disclosure by Juro; (b) is in or enters the public domain through no wrongful act of Customer; (c) is or was lawfully received by Customer from a third party without confidentiality obligations; or (d) can be established

by written documentation to have been independently developed by Customer without access to the Confidential Information.

- 4.2. **Protection.** Customer will only use Confidential Information to perform its obligations or exercise its rights under the Agreement. Customer will not disclose Confidential Information to any individuals or entities except for its and its Affiliates' officers, employees, agents and representatives who have a need to know such Confidential Information and who are bound by confidentiality obligations at least as protective as those set forth herein. Customer will maintain the Confidential Information in confidence using the same degree of care as it uses to protect its own similar information (but no less than reasonable care) and will be liable for any unauthorized use or disclosure of the Confidential Information disclosed during the Evaluation Period for the greater of five years, or so long as such Confidential Information is protected as a trade secret under applicable law.
- 4.3. **Compelled disclosure.** If Customer is required by a binding order of a government agency or court of competent jurisdiction to disclose any Confidential Information of Juro, Customer will, if legally permitted, provide Juro with prompt written notice sufficient to allow Juro an opportunity to appear and object to such disclosure. If such objection is unsuccessful, then Customer may produce only such Confidential Information as is required by the court order or governmental action.
- 4.4. **Return or destruction.** At Juro's request upon termination of the Agreement, Customer will promptly return or destroy all Confidential Information (including any copies thereof) in its possession or control, except that Customer may retain: (a) any copies required to be retained under applicable law and (b) copies in backup or archive media created in the ordinary course of business; provided in each case that the obligations of confidentiality hereunder will continue to apply to such retained copies.
- 4.5. **Remedies.** Customer agrees that Juro may have no adequate remedy at law if there is a breach or threatened breach of this Section 4 and, accordingly, that Juro will be entitled to seek injunctive or other equitable relief to prevent or remedy such a breach in addition to any legal remedies available to Juro.

## 5. Customer Data in Evaluation Services.

- 5.1. The Evaluation Services may permit Customer to input Customer Data. CUSTOMER ACKNOWLEDGES AND AGREES THAT:
  - 5.1.1. THE EVALUATION SERVICES ARE NOT DESIGNED OR INTENDED FOR USE WITH DATA WHICH MAY HAVE MATERIAL VALUE OR POSE ANY MATERIAL RISK TO CUSTOMER; AND
  - 5.1.2. JURO ACCEPTS NO LIABILITY FOR LOSSES ARISING AS A RESULT OF CUSTOMER INPUTTING SUCH DATA INTO THE EVALUATION SERVICES.
- 5.2. Customer:
  - 5.2.1. will ensure that the Customer Data does not include any data subject to any export control laws of the United States, United Kingdom, or any other jurisdiction; and
  - 5.2.2. shall ensure all necessary licenses, approvals and consents have been given as required for the Customer Data's hosting, use, processing and other utilization in connection with the Evaluation Services in compliance with all laws and all third party IP Rights.
- 5.3. Customer agrees that:
  - 5.3.1. Juro may permanently delete or otherwise remove, delete or suspend access to any Customer Data and/or disclose Customer Data to law enforcement authorities at any time (in each case without the need to consult the Customer);
  - 5.3.2. Juro is not required to store or retain any Customer Data during or after the Evaluation Period; and
  - 5.3.3. Juro shall not be obligated to provide Customer with any assistance in extracting, transferring or recovering

any data whether during or after the Evaluation Period and Customer acknowledges and agrees that it is solely responsible for taking appropriate measures to back up and make any required copies of any Customer Data and any other measures to provide or recover any Customer Data.

## 6. Intellectual property.

- 6.1. **Customer IP.** Customer or its licensors own all IP Rights in the Customer Data and any derivatives thereof that are provided to Customer as part of the Evaluation Services. Customer grants to Juro a worldwide, non-exclusive, royalty-free license to access and use the Customer Data and any other information, suggestions, or feedback provided by Customer to perform the Evaluation Services and to improve its services. Juro may sublicense the rights granted in this paragraph to its agents and contractors. Customer warrants that it is entitled to grant the licenses in this paragraph and that Juro's use of those rights in accordance with the Agreement will not infringe anyone else's rights.
- 6.2. **Juro IP.** Juro or its licensors own all IP Rights in: (a) the Evaluation Services, the Juro Platform and any improvements, enhancements, or modifications to them; (b) the Juro name and logo; and (c) all deliverables and work product (including drafts) created in providing the Evaluation Services. Unless expressly permitted under the Agreement, Customer may not use any of Juro's IP Rights without Juro's prior written consent.
- 6.3. **Usage Data.** **Usage Data** means anonymized or aggregated technical or usage data relating to the use and performance of the Juro Platform. Usage Data is not Customer Data, and Juro may use and disclose Usage Data to improve its offerings, for development, diagnostic, and correction purposes, to train machine learning algorithms (on an aggregated and anonymized basis) and for its other data processes, and for other legitimate purposes. Juro will not disclose Usage Data in a manner that identifies Customer or any third-party entity or individual.

## 7. IMPORTANT DISCLAIMERS.

- 7.1. **MAINTENANCE.** JURO MAY NOTIFY CUSTOMER IN ADVANCE OF SCHEDULED MAINTENANCE BUT CUSTOMER ACKNOWLEDGES THAT IS MAY RECEIVE NO ADVANCE NOTIFICATION FOR DOWNTIME OF THE EVALUATION SERVICES CAUSED BY EMERGENCY OR OTHER MAINTENANCE OR FOR ANY OTHER REASON.
- 7.2. **NO LEGAL ADVICE.** JURO IS NOT A LAW FIRM AND IS NOT REGULATED AS ONE. JURO'S PERSONNEL ARE NOT CUSTOMER'S LAWYERS AND DON'T GIVE LEGAL ADVICE ON WHICH CUSTOMER OR ANYONE ELSE CAN RELY. CUSTOMER'S USE OF THE EVALUATION SERVICES DOES NOT CREATE A LAWYER-CLIENT RELATIONSHIP. CUSTOMER MAY USE THE EVALUATION SERVICES FOR ITS CONTRACTING ACTIVITIES. CUSTOMER IS RESPONSIBLE FOR DECIDING IF ITS CONTRACTING ACTIVITIES USING THE EVALUATION SERVICES COMPLY WITH ANY FORMALITIES OR LEGAL OR REGULATORY REQUIREMENTS. JURO IS NOT RESPONSIBLE FOR ERRORS IN THE CONTENT OF CUSTOMER'S CONTRACTS. JURO IS NOT RESPONSIBLE FOR DECIDING WHICH FORMALITIES OR LEGAL OR REGULATORY REQUIREMENTS APPLY TO CUSTOMER WHEN IT COMES TO EXECUTING, RETAINING, AND DELETING CONTRACTS. CUSTOMER IS SOLELY RESPONSIBLE FOR DETERMINING WHETHER THE ELECTRONIC SIGNATURE GENERATED THROUGH THE EVALUATION SERVICES IS SUFFICIENT FOR ANY PARTICULAR KIND OF DOCUMENT IN ANY GIVEN JURISDICTION, AND JURO'S ONLY RESPONSIBILITY WITH REGARDS TO VALIDATING A SIGNATURE IS TO PROVIDE A COPY OF THE DATA IT RECORDS REGARDING SUCH SIGNATURES. JURO WILL NOT BE LIABLE FOR ANY ALLEGED LOSS ARISING FROM ANY INVALIDITY OF ANY ELECTRONIC SIGNATURE.
- 7.3. **CONTENT.** JURO DOES NOT CONTROL CONTENT POSTED IN OR USING THE EVALUATION SERVICES, INCLUDING CUSTOMER DATA. JURO DOES NOT GIVE ANY REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY, COMPLETENESS, CURRENCY, CORRECTNESS, RELIABILITY, INTEGRITY, USEFULNESS, QUALITY, FITNESS FOR PURPOSE OR ORIGINALITY OF THE CONTENT OR CUSTOMER DATA. CUSTOMER IS SOLELY RESPONSIBLE FOR THE RESULTS ACHIEVED USING THE EVALUATION SERVICES AND FOR THE CONCLUSIONS THAT 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 CUSTOMER IN CONNECTION WITH THE EVALUATION SERVICES, OR ANY ACTIONS JURO TAKES AT CUSTOMER'S DIRECTION.

- 7.4. **GENERAL DISCLAIMERS.** JURO DOES NOT WARRANT THAT CUSTOMER'S USE OF THE EVALUATION SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE; AVAILABLE, UP-TO-DATE OR MAINTAINED; COMPATIBLE OR OPERATE CORRECTLY WITH ANY PARTICULAR SOFTWARE, HARDWARE OR OTHER SYSTEMS; SECURE; OR MEET CUSTOMER'S NEEDS (WHETHER OR NOT SUCH NEEDS HAVE BEEN COMMUNICATED TO JURO). 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. 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. TO THE MAXIMUM EXTENT PERMITTED BY LAW, JURO PROVIDES THE JURO PLATFORM AND THE EVALUATION SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS AND MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE JURO PLATFORM OR THE EVALUATION SERVICES, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR NON-INFRINGEMENT.

## 8. Indemnification.

- 8.1. **By Juro.** Juro will indemnify, defend and hold Customer harmless from and against any losses, damages, fees, costs, and expenses (including reasonable attorneys' fees) (collectively, **Losses**) it may incur in connection with a third-party claim to the extent arising out of any allegation that the Juro Platform (excluding the AI Features and the Content) infringes any third party's IP Rights. Juro will have no obligation for any claims arising out of: (a) misuse or modification of the Juro Platform; (b) combination of the Juro Platform with any components not provided by Juro; (c) Customer Data or Juro's conformance with Customer's specific requirements or instructions; or (d) Customer's breach of the Agreement or violation of applicable law (each, an **Exclusion**). If a third-party claim of infringement is threatened or occurs, Juro may seek to mitigate damages by modifying the Juro Platform, or (if neither of the foregoing are commercially feasible) terminating this Agreement and refunding to Customer any unused, prepaid fees. The provisions in this Section 8.1 set forth Juro's exclusive liability, and Customer's exclusive remedy, for any third-party claims of infringement.
- 8.2. **By Customer.** Customer will indemnify, defend and hold Juro harmless from and against any losses, damages, fees, costs, and expenses (including reasonable attorneys' fees) (collectively, **Losses**) it may incur in connection with a third-party claim to the extent arising out of (a) Customer's breach of the Agreement; (b) misuse or modification of the Juro Platform; (c) combination of the Juro Platform with any components not provided by Juro; (d) Customer Data or Juro's conformance with Customer's specific requirements or instructions; (e) Customer's violation of applicable law; and (f) Customer's use of the Evaluation Services.
- 8.3. **Procedures.** Juro will: (a) give Customer prompt written notice of the claim (provided that no delay will affect Customer's obligations except to the extent materially prejudicial to it); (b) give Customer control of the defense and settlement of the claim; and (c) cooperate with Customer in defending or settling such claim, at Customer's expense. Juro will have the right to participate at its own expense in the defense and settlement of any claim. Neither party may consent to the entry of any judgment or enter into any settlement that adversely affects the rights or interests of the other party without such party's prior written consent, which may not be unreasonably withheld.

## 9. LIMITS ON LIABILITY.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL JURO BE LIABLE FOR ANY: (A) INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, BUSINESS, REPUTATION, OR DATA) IN CONNECTION WITH THE AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) TOTAL AMOUNTS EXCEEDING \$1; IN EACH CASE WHETHER ANY ALLEGED DAMAGES ARISE OUT OF

CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY. UNLESS 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. CUSTOMER'S NOTICE WILL IDENTIFY THE EVENT AND GROUNDS FOR THE CLAIM IN REASONABLE DETAIL.

## 10. General.

- 10.1. **Force majeure.** Juro will not be liable for any delays or failures to perform to the extent due to a cause beyond its reasonable control, which may include natural disasters or acts of God, strikes or work stoppages, acts of war or terrorism, telecommunications disruptions, pandemics or epidemics, quarantines, or other government orders.
- 10.2. **Notices.** Notices will be considered properly received: (a) when delivered, if delivered in person; (b) one business day after dispatch, if dispatched by an overnight delivery service that provides signed acknowledgement of receipt; (c) three business days after deposit, if sent by certified or registered first class mail, postage prepaid, return receipt requested; or (d) upon acknowledgement of receipt or one business day after submission (if no automated delivery failure or out of office response is received), whichever is sooner, if sent by email. Notices will be sent to the addresses set forth in these Evaluation Terms or given when accepting these Evaluation Terms, provided either party may update its address for notice by providing notice to the other party in accordance with this paragraph. Notices sent by email will be sent to Juro at support@juro.com and to Customer at the then-current contact email address for its account.
- 10.3. **Assignment.** Neither the Agreement nor any rights or responsibilities hereunder may be assigned, delegated, or otherwise transferred by either party without the other party's prior written consent (not to be unreasonably withheld). Notwithstanding the foregoing, either party may transfer or assign the Agreement upon notice (but without consent) to an Affiliate or to the successor entity in the event of a merger, stock sale, or sale of substantially all assets. Subject to the foregoing, the Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.
- 10.4. **Severability.** Should any provision of the Agreement be held to be void, invalid, or inoperative, the remaining provisions of the Agreement will not be affected and will continue in effect and the invalid provision will be deemed modified or severed to the least degree necessary to remedy such invalidity.
- 10.5. **Relationship.** The parties are independent contractors, and nothing herein will be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship. Neither party has any right or authority to bind or commit the other party with respect to any third parties.
- 10.6. **No third-party beneficiaries.** The Agreement is binding on the parties and their permitted successors and assigns, and no third party will be deemed to have any right to enforce any term of the Agreement.
- 10.7. **Governing law; mandatory arbitration.** The Agreement will be governed by the laws of the State of Delaware, without regard to its conflicts of laws principles. Any dispute arising out of the Agreement will be settled exclusively through binding arbitration held in New York, New York. The arbitration will be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures (and in accordance with the Expedited Procedures in those Rules). Judgment on the award rendered by the arbitrator(s) may be entered by any court having jurisdiction. Notwithstanding the foregoing, either party may seek injunctive or other equitable relief from any court having jurisdiction for any alleged or threatened infringement of its IP Rights or breach of confidentiality and Juro may initiate proceedings in small claims court to recover any unpaid fees. The prevailing party in any such dispute will be entitled to recover its reasonable attorneys' fees and costs.
- 10.8. **Entire agreement; amendments; waivers.** The Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes any prior agreements, oral or written, between the parties regarding the subject matter hereof and supersedes any prior agreements, oral or written, between the parties regarding the subject matter. No

amendments, modifications or changes will be effective unless they are in writing signed by authorized representatives of the parties. No waiver of a breach of any provision of the Agreement by either party will constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver will be effective unless made in writing and signed by a duly authorized representative of the waiving party.

10.9. Execution. The Agreement may be executed in counterparts, each of which so executed will be deemed to be an original and such counterparts together will constitute one and the same agreement.