

AI Managed Services Terms and Conditions (US)

These AI managed services terms and conditions (**Terms**) are entered into between Juro Online Limited a company incorporated in England and Wales under company number 09684844 whose registered office is at Third Floor, 2 Pear Tree Court, London EC1R 0DS, United Kingdom (**Juro, we, us, our**) and the applicable customer (**Customer, you, your**) entering into an order form that references these Terms (**Order Form**). The **Agreement** consists of these Terms, the Order Form, and any data processing agreement entered into between the parties (**DPA**). In the event of any conflict between the terms of the Terms, Order Form, and DPA, such conflicts will be resolved in the following order of priority: first, the DPA, then the Order Form, and finally the Terms.

1. Definitions.

Capitalized terms not otherwise defined herein have the following meanings:

Customer (and **your** and **your**) means Customer named on the Order Form.

Customer Data means the data provided by or on behalf of Customer or its authorized users for the purpose of receiving the Services or facilitating Customer's receipt of the Services.

Effective Date means the date the Order Form has been executed by both parties.

IP means all 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 to Customer under a separate agreement.

Services means the services described on the Order Form, including uploading any successfully extracted smartfield data to Customer's account in the Juro Platform in the form of smartfields (**Deliverables**).

2. Services.

2.1. Generally. Subject to the terms and conditions of the Agreement, Juro will provide Customer the Services. Juro will provide the Services with reasonable skill and care. Juro will use reasonable efforts to ensure the accuracy of the Deliverables, but is not required to use legally-qualified personnel to perform any part of the Services. Following performance of the Services, Juro will confirm completion to Customer in writing. The Services are deemed complete on delivery of this confirmation (**Completion**). Time of performance is not of the essence. Juro will use reasonable efforts to perform the Services in accordance with the start and end dates specified on the Order Form. If a start or end date is not specified, Juro will perform the Services within a reasonable period of time.

2.2. Out of scope. If Juro agrees to provide services outside the scope of the Services, Juro may charge Customer for these additional services on a time and materials basis. Juro is not required to provide additional services. Juro will not provide additional services, unless Customer has first approved Juro's quotation in writing.

- 2.3. Customer responsibilities. Customer will: (i) cooperate reasonably with Juro in connection with the Agreement; (ii) provide Juro with any information Juro reasonably requires to provide the Services in a timely manner; and (iii) comply with applicable laws in connection with the Agreement. Customer will take all reasonable steps to enable Juro to provide the Services and perform its other obligations under the Agreement. If Customer fails to do so 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. Data privacy. Both parties will comply with the DPA and any data privacy laws applicable to their provision or use of the Services.

3. Fees.

- 3.1. Invoicing and payment. Customer will pay to Juro the fees set out in the Order Form and any fees agreed by the parties in writing for additional services (**Fees**). All amounts set out in the Agreement are exclusive of sales, use, and other similar taxes (excluding taxes on Juro's income or property), which Customer will pay to Juro in addition to and at the same time as the Fees. Juro will invoice Customer for the Fees or on or around the Effective Date. Customer will pay each invoice in full within the time period set out in the Order Form.
- 3.2. No withholding. Customer will make all payments under the Agreement in full, without any deduction, set-off, withholding, or counterclaim (except for any deduction or withholding required by law). If Customer is required by law to make a deduction or withholding, Customer will increase the payment amount so that the net amount Juro receives is the same as the amount Juro would have received but for the deduction or withholding required by law.
- 3.3. Late payment. If Customer does not pay the Fees in full on the due date for payment, then, without limiting Juro's other remedies, Juro may: (a) charge interest on the overdue amount, calculated daily at the rate of 1% per month from the due date for payment until payment (whether before or after judgment); and (b) initiate collections proceedings against Customer (and Customer will be responsible for any costs of collections).

4. Term and termination.

- 4.1. Term. The Agreement commences on the Effective Date and will continue until Completion.
- 4.2. Termination. Either party may terminate the Agreement immediately for cause if the other party materially breaches this Agreement and does not cure such breach (if reasonably susceptible to cure) within 14 days from receipt of written notice thereof.
- 4.3. Effect of termination. Termination or expiration of the Agreement will not affect any already-accrued obligations or liabilities. Sections 1, 3, 4.3, and 5 through 9 will survive the termination or expiration of the Agreement.

5. Confidentiality.

- 5.1. **Definition. Confidential Information** means any non-public information provided by one party (**Discloser**) to the other party (**Recipient**) 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 a party's technology, software, websites, pricing, customers, or other business, technical, or financial information. Without limiting the generality of the foregoing, Customer's Confidential Information includes the Customer Data, and Juro's Confidential Information includes non-public information regarding the Juro Platform. Confidential Information does not include information that: (a) is already known to Recipient without obligation of confidentiality prior to its disclosure by Discloser; (b) is in or enters the public domain through no wrongful act of the Recipient; (c) is or was lawfully received by Recipient from a third party without confidentiality obligations; or (d) can be established by written documentation to have been independently developed by Recipient without access to the Confidential Information.
- 5.2. **Protection.** Recipient will only use Confidential Information to perform its obligations or exercise its rights under the Agreement. Recipient 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. Recipient 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 Term for the greater of five years, or so long as such Confidential Information is protected as a trade secret under applicable law.
- 5.3. **Compelled disclosure.** If Recipient is required by a binding order of a government agency or court of competent jurisdiction to disclose any Confidential Information of Discloser, Recipient will, if legally permitted, provide Discloser with prompt written notice sufficient to allow Discloser an opportunity to appear and object to such disclosure. If such objection is unsuccessful, then Recipient may produce only such Confidential Information as is required by the court order or governmental action.
- 5.4. **Return or destruction.** At Discloser's request upon termination of the Agreement, Recipient will promptly return or destroy all Confidential Information (including any copies thereof) in its possession or control, except that Recipient 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.
- 5.5. **Remedies.** Each party agrees that the other party may have no adequate remedy at law if there is a breach or threatened breach of this Section and, accordingly, that the non-breaching party 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 that party.

6. Intellectual property.

- 6.1. Customer IP. Customer or its licensors own all IP in Customer Data and any derivatives thereof that are provided to Customer as part of the Services (including the Deliverables). 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 Services. Juro may sublicense the rights granted in this paragraph to its agents and contractors, in each case solely to the extent necessary to enable Juro to perform the Services. 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 in: (a) the Services, the Juro Platform and any improvements, enhancements or modifications to them; and (b) the Juro name and logo.
- 6.3. Feedback. Juro may use any feedback and suggestions for improvement provided by Customer and its users (**Feedback**) without charge or limitation. By providing Feedback, Customer thereby assigns (or will procure the assignment of) all IP in the Feedback with full title guarantee (including by way of present assignment of future IP) to Juro.

7. IMPORTANT DISCLAIMERS.

- 7.1. 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. THE SERVICES (INCLUDING THE DELIVERABLES) ARE NOT LEGAL ADVICE AND CUSTOMER'S USE OF THE SERVICES DOES NOT CREATE A LAWYER-CLIENT RELATIONSHIP.
- 7.2. DELIVERABLES ARE SUMMARIES ONLY. THE DELIVERABLES ARE SMARTFIELDS WITHIN THE JURO PLATFORM, SUMMARIZING SPECIFIED DATA FROM EACH DOCUMENT. THE DELIVERABLES CONCERN EACH DOCUMENT INDIVIDUALLY AND MIGHT NOT REFLECT FACTS OR CHANGES THAT ARE NOT CONTAINED WITHIN THAT SPECIFIC DOCUMENT (FOR EXAMPLE, AMENDMENTS OR RULES OF LEGAL INTERPRETATION). THE DELIVERABLES ARE NOT A SUBSTITUTE FOR CUSTOMER READING ALL PARTS OF EACH DOCUMENT OR OBTAINING LEGAL ADVICE ON THE MEANING OF EACH DOCUMENT AND ITS LEGAL EFFECTS.
- 7.3. DELIVERABLES ARE NOT GUARANTEED TO BE ACCURATE OR ERROR-FREE. JURO WILL COMPLY WITH SECTION 2.1 BUT JURO DOES NOT GUARANTEE THAT THE DELIVERABLES WILL BE COMPLETELY ACCURATE OR ERROR-FREE.

7.4. GENERAL DISCLAIMERS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT AS EXPRESSLY SET FORTH HEREIN, JURO PROVIDES THE SERVICES ON AN "AS IS" BASIS AND MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICES, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR NON-INFRINGEMENT.

8. LIMITS ON LIABILITY.

8.1. GENERAL. SUBJECT TO SECTION 8.2, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY: (A) INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, BUSINESS OR REPUTATION) IN CONNECTION WITH THE AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR

(B) TOTAL AMOUNTS EXCEEDING THE TOTAL AMOUNT OF THE FEES PAID BY CUSTOMER TO JURO UNDER THE AGREEMENT; 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 12 MONTHS 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.

8.2. NO LIMITS ON SPECIFIC CLAIMS. NOTHING IN THE AGREEMENT LIMITS CUSTOMER'S OBLIGATION TO PAY THE FEES.

9. General.

9.1. 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.

9.2. 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 the applicable Order Form, 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.

9.3. 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.

- 9.4. 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.
- 9.5. 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.
- 9.6. 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.
- 9.7. 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.
- 9.8. 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. 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.
- 9.9. 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.

Schedule - Data Processing Agreement

1. California.

- 1.1. To the extent that Juro processes on behalf of Customer any personal information in scope of the California Consumer Privacy Act of 2018 (**CCPA**), as amended by the California Privacy Rights Act of 2020, and its implementing regulations (collectively, the **CPRA**) (such personal information being **California Personal Information**), the provisions of this paragraph apply.
- 1.2. Juro will not sell or share California Personal Information that it collects (as that term is defined in the CPRA) under the Agreement.
- 1.3. The specific business purpose (as that term is defined in the CPRA) for which Juro processes California Personal Information under the Agreement is to provide, manage and secure the Services, and Customer discloses the California Personal Information to Juro for the limited and specified business purposes set out in the Agreement.
- 1.4. Juro will not retain, use, or disclose the California Personal Information that it collects under the Agreement for any purpose other than for the business purposes specified in the Agreement, unless permitted by the CPRA.
- 1.5. Juro will not retain, use, or disclose the California Personal Information that it collects under the Agreement for any commercial purpose (as that term is defined in the CPRA) other than the business purposes specified in the Agreement, unless permitted by the CPRA.
- 1.6. Juro will not retain, use, or disclose the California Personal Information that it collects under the Agreement outside the direct business relationship between Juro and Customer, unless permitted by the CPRA.
- 1.7. Juro will comply with all applicable sections of the CPRA, including - with respect to the California Personal Information that Juro collects under the Agreement - providing the same level of privacy protection as required of businesses by the CPRA.
- 1.8. Juro grants Customer the right to take reasonable and appropriate steps to ensure that Juro uses the California Personal Information that it collects under the Agreement in a manner consistent with Customer's obligations under the CPRA.
- 1.9. Juro will notify Customer if it determines that it can no longer meet its obligations under the CPRA.

- 1.10. Juro grants Customer the right, upon notice, to take reasonable and appropriate steps to stop and remediate Juro's unauthorized use of California Personal Information.
- 1.11. Juro will enable Customer to comply with consumer requests made under the CPRA. Customer will inform Juro of any consumer request made under the CPRA with which Customer must comply, and provide the necessary information for Juro to comply with the request.
- 1.12. Notwithstanding paragraph 1.2, Customer agrees that Juro may engage other service providers (as that term is defined in the CPRA) to assist in providing the Services to Customer (**Sub-Processors**). A list of Juro's current Sub-Processors can be found in Juro's privacy policy.

2. Virginia.

- 2.1. To the extent that Juro processes on behalf of Customer any personal data in scope of the Virginia Consumer Data Protection Act (**VCDPA**) (such personal data being **Virginia Personal Data**), the provisions of this paragraph apply.
- 2.2. Juro will ensure that each person processing Virginia Personal Data is subject to a duty of confidentiality with respect to the Virginia Personal Data.
- 2.3. At Customer's discretion, Juro will delete or return all Virginia Personal Data to Customer as requested at the end of the provision of the Services, unless retention of the Virginia Personal Data is required by law.
- 2.4. If Customer reasonably requests it, Juro will make available to Customer all information in its possession necessary to demonstrate its compliance with the obligations under the VCDPA.
- 2.5. Juro will allow, and cooperate with, reasonable assessments by Customer or Customer's designated assessor. Alternatively, Juro may arrange for a qualified and independent assessor to conduct an assessment of Juro's policies and technical and organizational measures in support of the obligations under the VCDPA using an appropriate and accepted control standard or framework and assessment procedure for such assessments. Juro will provide a report of such assessment to Customer upon request.
- 2.6. Juro will ensure that any subcontractors engaged in the processing of Virginia Personal Data are engaged under a written contract in accordance with the VCDPA that requires the subcontractor to meet Juro's obligations with respect to the Virginia Personal Data.

3. Certification.

Juro understands the restrictions in this DPA and agrees to comply with them.