

# AI Managed Services Terms and Conditions

## 1. The Agreement

1.1. The Agreement. The **Agreement** is made up of the Order Form, these AI managed services terms and conditions (**Terms**), and the data processing agreement set out in the Schedule (**DPA**). If there is a conflict, this order of priority applies: (i) first, the DPA; then (ii) the Order Form; then (iii) the Terms.

1.2. Defined terms. Capitalised terms used in the Agreement but not otherwise defined have the following meanings:

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

**Customer Data** means the data provided by or on behalf of the Customer or its users for the purpose of receiving the 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 a part of the United Kingdom which relates to the protection of personal data.

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

**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** (and **we** and **us**) means Juro Online Limited, a company registered 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 Platform** means the online contract automation platform provided by Juro to the Customer under a separate agreement.

**Order Form** means the order form for Services under the Agreement that has been signed by both parties.

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

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

1.3. Interpretation. In the Agreement, the following rules of interpretation apply:

1.3.1. Headings do not affect the interpretation of the Agreement.

1.3.2. Words in the singular include the plural and vice versa.

- 1.3.3. References to one gender include all genders.
- 1.3.4. References to any enactment are to that enactment as amended or re-enacted from time to time, and including any secondary legislation made under that enactment.
- 1.3.5. References to clauses are to clauses in the Terms and to the Schedule are to the Schedule to the Terms and to paragraphs are to paragraphs in the Schedule. The Schedule has effect as if set out in full in the body of the Terms and any reference to the Terms or to the Agreement includes the Schedules.
- 1.3.6. The terms **including, include, in particular, for example** and other similar terms are illustrative and do not limit the sense of the words preceding them.
- 1.3.7. A reference to **written** or **in writing** includes email but not fax, SMS, WhatsApp or any other social media.

## 2. Duration and termination

- 2.1. Duration. The Agreement starts when the Order Form is signed by both parties (**Effective Date**) and, unless terminated earlier, ends on Completion.
- 2.2. Termination for cause. Either party may terminate the Agreement immediately by giving notice to the other party if the other party materially breaches the Agreement unless, in a case where the breach is capable of remedy, the other party remedies the breach within 14 days after receiving notice to do so. On termination of the Agreement for any reason: (i) the Customer must pay the Fees in full for the Services performed up to and including the termination date; (ii) the rights and liabilities of the parties accrued at any time up to the termination date are not affected; and (iii) any part of the Agreement which, by its nature, should survive termination will continue in force.

## 3. Services

- 3.1. Service performance. Subject to the terms and conditions of the Agreement, Juro must provide the Customer the services described on the Order Form (**Services**), including uploading any successfully extracted smartfield data to the Customer's account in the Juro Platform in the form of smartfields (**Deliverables**).
- 3.2. Completion of the Services. Following performance of the Services, Juro must confirm completion to the Customer in writing. The Services are deemed complete on delivery of this confirmation (**Completion**).
- 3.3. Service standard. Juro must provide the Services with reasonable skill and care. Juro must 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.
- 3.4. Time for performance. Time of performance is not of the essence. Juro will use reasonable endeavours 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.
- 3.5. Out of scope services. If Juro agrees to provide services outside the scope of the Services, Juro may charge the 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 the Customer has first approved Juro's quotation in writing.

- 3.6. Customer dependencies. The Customer must take all reasonable steps to enable Juro to provide the Services and perform its other obligations under the Agreement. If the 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 the Customer for the delay or failure to perform the affected obligations.

#### 4. Fees

- 4.1. Obligation to pay. The Customer must pay to Juro the fees set out in the Order Form and any fees agreed by the parties in writing for additional services (**Fees**).
- 4.2. Taxes. All amounts set out in the Agreement are exclusive of VAT and other sales taxes, which the Customer must pay to Juro in addition to and at the same time as the Fees.
- 4.3. Invoicing. Juro will invoice the Customer for the Fees on or around the Effective Date. The Customer must pay each invoice in full within the time period set out in the Order Form.
- 4.4. No set-off. The Customer must 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 the Customer is required by law to make a deduction or withholding, the Customer must 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.
- 4.5. Non-payment. If the Customer does not pay the Fees in full on the due date for payment and the Customer remains in default 7 days after receiving notice of non-payment from Juro, then: (i) Juro may suspend performing the Services and withhold any Deliverables from the Customer until payment is received in full; and (ii) Juro may charge interest on the overdue amount, calculated daily at an annual rate of 4 percentage points per annum above the then-current [base rate of the Bank of England](#) from the due date until payment (whether before or after judgment).

#### 5. Customer obligations

The Customer must: (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.

#### 6. Intellectual property

- 6.1. Customer IP. The Customer or its licensors own all IP in: (i) the Customer Data; (ii) the Deliverables; and (iii) any data that is derived from the Customer Data and provided to the Customer as part of the Services.
- 6.2. Limited licence. 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 solely to the extent necessary to perform the Services. Juro may sublicense the rights granted in this clause 6.2 to its agents and contractors, in each case solely to the extent necessary to enable Juro to perform the Services.
- 6.3. Customer warranty. The Customer warrants that it is entitled to grant the licences in clause 6.2 and that Juro's use of those rights in accordance with the Agreement will not infringe anyone else's rights.

- 6.4. Juro IP. Juro or its licensors own all IP in: (i) the Services, the Juro Platform and any improvements, enhancements or modifications to them; and (ii) the Juro name and logo
- 6.5. Feedback. Juro may use any feedback and suggestions for improvement provided by the Customer and its users (**Feedback**) without charge or limitation. By providing Feedback, the Customer assigns (or must 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. Data protection

Both parties must comply with: (i) the DPA; and (ii) Data Protection Laws in connection with the Agreement.

## 8. Disclaimers

- 8.1. 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 neither Juro nor its personnel give legal advice on which the Customer or anyone else can rely. The Services (including the Deliverables) are not legal advice, and the Customer's use of the Services does not create a lawyer-client relationship.
- 8.2. Deliverables are summaries only. The Deliverables are smartfields within the Juro Platform, summarising specified data from each document. The Deliverables concern each document individually, and might not reflect facts or changes that are not within that specific document (for example, amendments or rules of legal interpretation). The Deliverables are not a substitute for the Customer reading all relevant parts of each document or obtaining legal advice on the meaning of each document and its legal effects.
- 8.3. Accuracy. Juro must comply with clause 3.3, but Juro does not guarantee that the Deliverables will be completely accurate or error free.
- 8.4. General disclaimers. Except as expressly provided in the Agreement: (i) the Customer is solely responsible for the results achieved using the Services and the Deliverables 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 Services, or any actions Juro takes at the Customer's direction; (ii) 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; and (iii) Juro provides the Services on an "as is" basis.

## 9. Limits on liability

- 9.1. Scope. References to **liability** in this clause 9 include every kind of liability arising under or in connection with the Agreement, including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 9.2. Liabilities that are not limited. Nothing in the Agreement limits the Customer's obligations to pay the Fees. Nothing in the Agreement limits any liability that cannot legally be limited, including liability for: (i) death or personal injury caused by negligence; or (ii) fraud or fraudulent misrepresentation.

- 9.3. Liability cap. Subject to clause 9.2, each party's total liability to the other party under or in connection with the Agreement will not exceed an amount equal to the Fees paid by the Customer to Juro under the Agreement.
- 9.4. No reduction in cap for interest or costs. The caps on the parties' respective liabilities are not reduced by interest payments under clause 4.5, or by any amounts awarded by a court or arbitrator using their procedural or statutory powers in respect of costs of proceedings or interest for late payments.
- 9.5. Excluded losses. Subject to clause 9.2, the following types of loss are wholly excluded: loss of profits, loss of sales or business, loss of anticipated savings, loss of use or corruption of software, loss of or damage to goodwill, and indirect or consequential loss.
- 9.6. Time limit on claims. Unless the 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. The Customer's notice must identify the event and grounds for the claim in reasonable detail.

## 10. Confidentiality

- 10.1. Limit on disclosure. The parties must only disclose Confidential Information to each other if it is necessary to do so.
- 10.2. Confidentiality obligations. Subject to clause 10.3, the Receiving Party must: (i) treat in confidence all Confidential Information; (ii) not disclose in whole or in part Confidential Information to anyone who is not a party to the agreement; and (iii) 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.
- 10.3. Permitted disclosures. A Receiving Party may disclose Confidential Information: (i) 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 10.2 as if they were parties to the Agreement); and (ii) 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.

## 11. Notices

- 11.1. Form of notice. Any notice given to a party under or in connection with this Agreement must be in writing and must be: (i) delivered by hand or next working day delivery service at its principal place of business; or (ii) sent by email to the following addresses (or an address substituted in writing by the party to be served): (a) Juro: support@juro.com; and (b) Customer: the customer contact email set out in the Order Form.
- 11.2. Deemed receipt. Any notice is deemed received: (i) if delivered by hand, at the time the notice is left at the proper address; or (ii) 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 (iii) 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.

- 11.3. Dispute resolution. This clause 11 does not apply to the service of any proceedings or other documents in any legal action, arbitration or any other method of dispute resolution.

## 12. General legal terms

- 12.1. 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. Juro must notify the Customer if these circumstances occur and, if they continue for 30 days or longer, then the Customer may terminate the Agreement immediately by notifying Juro.
- 12.2. Assignment. 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.
- 12.3. 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.
- 12.4. No reliance. Each party acknowledges that, in entering the Agreement, it does not rely on anything that is not set out in the Agreement.
- 12.5. Variations. No variation of the Agreement is effective unless it is in writing and signed by the parties.
- 12.6. 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.
- 12.7. Severability. 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 12.7 does not affect the validity or enforceability of the rest of the Agreement.
- 12.8. Counterparts. The Agreement may be executed in counterparts, each of which when executed constitutes a duplicate original, but the counterparts together constitute the same agreement.
- 12.9. 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.
- 12.10. 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.
- 12.11. 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 English courts 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:
  - 1.2.1. the terms **controller**, **data subject**, **personal data breach**, **process**, **processing**, **processor**, and **supervisory authority** are defined in Data Protection Laws; and
  - 1.2.2. 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:
  - 3.1.1. only process Personal Data in accordance with this DPA and the Customer's instructions (unless legally required to do otherwise);
  - 3.1.2. not sell, retain or use any Personal Data for any purpose other than those permitted by the Agreement;
  - 3.1.3. inform the Customer immediately if (in Juro's opinion) the Customer's instructions break Data Protection Laws;
  - 3.1.4. use appropriate technical and organisational measures when processing Personal Data to ensure a level of security appropriate to the risk involved, as described in Juro's Trust Center from time to time;
  - 3.1.5. notify the Customer without undue delay (and in any event within ) 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;

- 3.1.6. ensure that anyone authorised by Juro to process Personal Data is committed to confidentiality obligations;
- 3.1.7. 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 (ii) engagement with supervisory authorities;
- 3.1.8. maintain records of processing activities carried out on the Customer's behalf as required by Data Protection Laws;
- 3.1.9. 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);
- 3.1.10. return Personal Data on your written request or delete Personal Data at the end of our relationship, 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:
  - 5.2.1. require its sub-processors to comply with obligations equivalent to its own under this DPA; and
  - 5.2.2. 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. If the Customer reasonably objects and Juro determines (in its sole discretion) that it cannot accommodate that objection, Juro must notify the Customer. Within 14 days after receipt of Juro's notice, the Customer may terminate the Agreement immediately by giving notice to Juro, conditional on the Customer paying to Juro in full the Fees attributable to the Services performed by Juro up to and including the termination date (the amount of which Juro will specify to the Customer).
- 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 Services, as long as Juro ensures that all transfers comply with Data Protection Laws.

## **Appendix - Data processing information**

### **Subject matter of processing**

Juro's provision of the Services to the Customer

### **Duration of the processing**

The duration of the Agreement.

### **Nature and purpose of the processing**

To provide the Services to the Customer.

### **Type of personal data**

Personal data contained in documents processed by Juro in performing the Services.

### **Categories of data subjects**

Signatories and counterparties to contracts (including external signatories).

Anyone whose personal data is included in contracts or other documents processed as part of the Services

### **Technical and organisational security measures**

Described in Juro's [Trust Center](#) from time to time.