

# EU Data Act Addendum

This EU Data Act Addendum (the **Addendum**) forms part of the Agreement between the Customer and Juro. Unless otherwise defined in this Addendum, capitalised terms have the meanings given to them in the Agreement.

## 1. The Customer's right to switch and erasure

- 1.1. At any time during the Initial Period or any Renewal Period, the Customer may:
  - 1.1.1. either: (a) switch to a data processing service offered by a different provider of data processing services; or (b) port all Customer Data to an on-premises ICT infrastructure (each a **Switch**); or
  - 1.1.2. erase its Customer Data,  
  
by giving two months' notice to Juro (the **Notice Period**).
- 1.2. For a period of 30 days immediately following expiry of the Notice Period (the **Transitional Period**), the Customer must continue to pay the Fees for the Services and Juro must:
  - 1.2.1. provide reasonable assistance to the Customer and third parties authorised by the Customer in connection with a Switch;
  - 1.2.2. act with due care to maintain business continuity, and continue the provision of the Services;
  - 1.2.3. provide clear information concerning known risk to continuity in the provision of the Services;
  - 1.2.4. ensure that a high level of security is maintained throughout the switching process, in particular the security of the data during their transfer and the continued security of the data during the retrieval period, in accordance with applicable EU or national law.
- 1.3. If the Customer wishes to complete a Switch to a different provider of data processing services, the Customer must provide Juro at the same time as its notice under paragraph 1.1 with the necessary details of that provider.
- 1.4. If the Transitional Period of 30 days is technically unfeasible, Juro must notify the Customer within 14 working days after the Customer's notice under paragraph 1.1 and indicate an alternative Transitional Period, which must not exceed seven months. Juro must continue to provide, and the Customer must continue to pay the Fees for, the Services during any extended Transitional Period.
- 1.5. At any time before expiry of the Transitional Period, the Customer may extend the Transitional Period once for a period that the Customer considers more

appropriate for its own purposes by giving notice to Juro, including the end date of the extended Transitional Period.

## **2. Support and information**

- 2.1. Juro must provide the Customer with reasonable support for the Customer's exit strategy relevant to the Services, including by providing all relevant information.
- 2.2. Juro has set out an exhaustive specification of all categories of data and digital assets that can be ported during a Switch, including all exportable data, in Schedule 1 to this Addendum. Schedule 2

## **3. Data retrieval**

- 3.1. If the Agreement terminates under this Addendum, clause 2.7 of the MSA does not apply. This paragraph 3 applies instead.
- 3.2. As soon as reasonably practicable after the start of the Transitional Period, the Customer must provide Juro with details of where to export the most recent back-up of Customer Data described in Schedule 1 to this Addendum and held by Juro at the end of the Transitional Period (the **Data Export**).
- 3.3. Within 30 days after expiry of the Transitional Period, Juro must:
  - 3.3.1. first, provide the Customer with a copy of the Data Export; and
  - 3.3.2. then, erase any remaining Customer Data in its possession.

## **4. Effect on the duration of the Agreement**

- 4.1. The Customer must notify Juro when a Switch successfully completes.
- 4.2. The Agreement automatically terminates, as applicable:
  - 4.2.1. on successful completion of the Switch; or
  - 4.2.2. where the Customer does not wish to complete a Switch, but to erase its Customer Data in accordance with paragraph 1.1.2 of this Addendum, on expiry of the Notice Period,and Juro must notify the Customer when the Agreement terminates under this paragraph 4.2.
- 4.3. If either the Notice Period or the Transitional Period extends beyond the end of the Initial Period or then-current Renewal Period, then the Agreement shall automatically extend for a Renewal Period that expires automatically (without the need for the Customer to give further notice) on expiry of the Transitional Period. Juro may invoice the Customer for, and the Customer must pay, the Fees for that Renewal Period in accordance with clause 4 of the MSA.
- 4.4. If either the Transitional Period expires before expiry of the Initial Period or then-current Renewal Period, then Juro may charge the Customer, and the

Customer must pay to Juro before expiry of the Transitional Period, an early termination penalty, calculated as follows:

- 4.4.1. for any termination under this Addendum that is effective during the Initial Period, an amount equal to 100% of the Fees that would have been payable in respect of the period from the termination date until expiry of the Initial Period; or
- 4.4.2. for any termination under this Addendum that is effective during any Renewal Period, an amount equal to 50% of the Fees that would have been payable by the Customer in respect of the period from the termination date until expiry of the then-current Renewal Period,

(the **Early Termination Penalty**). For the avoidance of doubt, the Early Termination Penalty does not affect the Customer's obligation to pay the Fees in full for the Services up to and including the termination date.

4.5. The Customer acknowledges agrees that:

- 4.5.1. Juro has relied on the Customer's fixed duration contract commitments to be able to offer the Services to the Customer for the Fees and to make investments in developing and improving the Juro Platform; and
- 4.5.2. the Early Termination Penalty is a proportionate penalty for the early termination of a fixed duration contract, which proportionately and effectively balances Juro's ability to rely on the Customer's fixed duration contract commitment so that it can invest in developing and improving the Juro Platform and the Customer's ability to switch data processing providers without commercial or contractual obstacles.

## 5. Liability

Nothing in the Agreement excludes or limits either party's liability to the other party under or in connection with the Agreement for intentional acts or gross negligence that breach any data related obligations under the Agreement.

# Schedule 1

## Specification: Portable categories of data and digital assets (exportable)

Category of data	Description	Format
Fully signed documents	Documents within the Customer's Juro repository that have the status "fully signed"	A zipped folder containing PDF versions of all fully signed docs from their Juro environment, organised by workspace. Each folder contains a CSV file with a summary of its contents.

# Schedule 2

## **Specification: Categories of data and digital assets excluded (non-exportable)**

1. System source code and proprietary algorithms include all code, logic, and automation developed by Juro.
2. Database schemas and internal relational models include structural design of Juro's databases that organise customer data.
3. Proprietary system configurations include rules, workflows, and automations applied at the platform level (not customer-specific).
4. Internal monitoring and performance data include error logs, latency reports, and infrastructure health metrics.
5. Security controls and tools include encryption keys, penetration test results, vulnerability scans, and internal security settings.
6. Third-party integrations licensed by Juro include connectors, APIs, or middleware provided under Juro's vendor agreements.
7. Aggregated and anonymised benchmarking data include insights or statistics generated across the full customer base.
8. Internal training datasets include data used to develop, test, or improve Juro's platform and features.
9. Proprietary user interface and experience (UI/UX) assets include layouts, workflows, and design features owned by Juro.
10. Internal documentation and technical manuals include developer notes, architecture diagrams, and support materials not specific to the customer.