

Master Services Agreement

1. The Agreement

1.1. The **Agreement** is made up of the Order Form, the MSA, and the DPA.

1.2. If there is a conflict, this order of priority applies:

1.2.1. the DPA; then

1.2.2. the Order Form; then

1.2.3. the MSA.

2. Duration and termination

2.1. The Agreement starts when the first Order Form is signed by both parties (**Effective Date**).

2.2. Unless terminated earlier in accordance with its terms, the Agreement continues until the end date set out in the Order Form (**Initial Period**).

2.3. On expiry of the Initial Period, the Agreement renews automatically for successive periods each equal in length to the Initial Period (each a **Renewal Period**) unless:

2.3.1. either party gives the other party not less than 30 days' notice to terminate, in which case the Agreement ends on expiry of the Initial Period or the then-current Renewal Period (as applicable); or

2.3.2. terminated earlier in accordance with its terms.

2.4. 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 30 days after receiving notice to do so.

2.5. Juro may terminate the Agreement immediately if the Customer does not pay any amount due to Juro under the Agreement on the due date for payment and the Customer remains in default 14 days after being notified to make the payment.

2.6. On termination of the Agreement for any reason:

2.6.1. the Customer must pay the Fees in full for the Services up to and including the termination date;

2.6.2. all licences granted to the Customer under the Agreement terminate and the Customer must immediately stop using the Services;

2.6.3. the rights and liabilities of the parties accrued at any time up to the termination date are not affected; and

2.6.4. any part of the Agreement which, by its nature, should survive termination will continue in force.

2.7. Within 60 days after termination of the Agreement, the Customer may notify Juro to request a copy of Juro's most recent back-up of the Customer Data.

Within 30 days after receiving the notice, Juro must deliver the back-up to the Customer in Juro's standard format, which as at the date of the Agreement is .pdf and .csv. Juro must only use a commonly-used format to provide the back-up. On expiry of the 60-day period or, if later, once Juro has provided the back-up requested by the Customer, Juro must erase the Customer Data in its possession.

3. Services

3.1. Subject to the terms and conditions of the Agreement, Juro must provide the Customer during the term of the Agreement, solely for the Customer's internal business operations:

3.1.1. the non-transferable right to access the Juro Platform (**Hosted Services**);

3.1.2. any implementation services agreed by the parties in writing (**Implementation Services**); and

3.1.3. technical support services in accordance with Juro's standard practices (**Support Services**),

(together, the **Services**).

3.2. Juro must provide the Services with reasonable skill and care.

3.3. Juro must use reasonable efforts to maintain the availability of the Hosted Services, but does not guarantee 100% availability.

3.4. 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.

3.5. 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. 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. All amounts set out in the Agreement are exclusive of VAT and other taxes, which the Customer must pay to Juro in addition to and at the same time as the Fees.

4.3. Unless otherwise set out in the Order Form, Juro will invoice the Customer for the Fees on or around the Effective Date and on or around the first date of each Contract Year during any Renewal Period (as applicable). The Customer must pay each invoice in full within the time period set out in the Order Form.

4.4. 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. If the Customer does not pay the Fees in full on the due date for payment, and the Customer remains in default 14 days after receiving notice of non-payment from Juro, then:

4.5.1. Juro may suspend the Customer's account and access to all or part of the Services until payment is received in full; and

4.5.2. 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).

4.6. If the Customer exceeds the limits set out in an Order Form, Juro may invoice the Customer for, and the Customer must pay, a pro rata increase in the Fees reflecting the increased use until the end of the Initial Period or then-current Renewal Period (as applicable).

4.7. At the start of each Renewal Period, the Fees (after any discounts are removed) automatically increase by an amount equal to the mean of the annual growth rate in the OECD Consumer Price Index for the United Kingdom since the last increase plus 5 percentage points.

5. Conditions of use

5.1. The Customer must:

5.1.1. cooperate reasonably with Juro in connection with the Agreement;

5.1.2. provide Juro with any access and information Juro reasonably requires to provide the Services (for example, security access information and configuration information);

5.1.3. comply with applicable laws in connection with the Agreement;

5.1.4. obtain and maintain all licences, consents and permissions necessary for the Customer to access the Services;

5.1.5. use reasonable efforts to prevent unauthorised access to, or use of, the Services. If the Customer becomes aware of any unauthorised access or use, the Customer must notify Juro promptly.

5.2. The Customer must not:

5.2.1. except as permitted by applicable law which cannot be excluded:

5.2.1.1. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or part of the Juro Platform;

5.2.1.2. attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human readable form all or any part of the Juro Platform;
or

5.2.2. access all or any part of the Services to build a product or service that competes with the Services; or

5.2.3. commercially exploit the Services or make them available to anyone except the Customer's authorised users; or

5.2.4. attempt to obtain, or help anyone else obtain, access to the Services or data generated using the Services other than as provided for in the Agreement;
or

5.2.5. 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); or

5.2.6. store payment card information in the Juro Platform; or

5.2.7. use the Services in any illegal way or any way that causes damage or injury to any person or property; or

5.2.8. use the 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.

5.2.9. process in the Services any personal data of children under 13 years old or the applicable age of digital consent; or

5.2.10. misrepresent AI Output as human-generated when it is not.

5.3. If the Customer breaches this clause 5, Juro may suspend the Customer's access to all or part of the Services, or remove or disable the Customer's access to any material that does not comply with the conditions of use in this clause 5.

5.4. Juro undertakes regular backups of the Hosted Services, including the Customer Data, for its own business continuity purposes. The Customer must also implement its own reasonable business continuity procedures for the Customer Data in line with good industry practice.

6. Intellectual property

6.1. As between the parties, 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 Services, including AI Output. Juro hereby assigns to the Customer all its right, title and interest (if any) in and to the AI Output.

6.2. The Customer grants to Juro a worldwide, non-exclusive, royalty-free licence to (i) access and use the Customer Data and any other information provided by the Customer to perform and improve the Services; and (ii) reproduce the Customer's name and logo in marketing and promotional materials (including on Juro's website) in compliance with any reasonable brand guidelines that the Customer notifies to Juro from time to time. 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 and improve the Services and to reproduce the Customer's name and logo in Juro's marketing and promotional materials (as applicable).

6.3. Juro may not use Customer Data as training data for any AI models, unless the AI model is used only to provide Services to the Customer (**Customer-Specific Model**). If Juro does create any Customer-Specific Models, Juro must erase the Customer-Specific Models in its possession within 60 days after termination of the Agreement for any reason.

6.4. 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.

6.5. Juro or its licensors own all IP in:

6.5.1. the Services, the Juro Platform and any improvements, enhancements or modifications to them;

6.5.2. the Juro name and logo; and

6.5.3. all materials created in providing the Implementation Services (for example, training presentations).

6.6. 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.

6.7. AI Output may not be unique and other users may receive similar content from Juro's services. Responses that are requested by and generated for other users are not Customer Data. The assignment in clause 6.1 does not include other users' output.

7. Data protection

7.1. Both parties must comply with the DPA.

7.2. The Customer consents to Juro using cookies and similar technologies to monitor, store and use information from devices used by the Customer's users relating to provision, use and performance of the Services to detect threats to or errors in the Services and Juro's operations, and for the purposes of the further development and improvement of Juro's services, conditional on Juro at all times complying with its privacy policy and the DPA.

8. E-signatures

8.1. Juro warrants that e-signatures generated by the Customer using the native e-signature functionality in the Juro Platform will conform to the minimum requirements for an advanced electronic signature set out in Article 26 of the eIDAS Regulation.

8.2. The Customer acknowledges and agrees that:

8.2.1 .Article 26 of the eIDAS Regulation sets a minimum standard only and that local laws may impose enhanced requirements for the validity of advanced electronic signatures that are not met by the e-signature functionality in the Juro Platform;

8.2.2. some documents cannot be executed electronically (either at all or using the e-signature functionality in the Juro Platform) and the Customer is solely responsible for determining the suitability of each document for e-signature; and

8.2.3. Juro cannot verify the identity of signatories and Juro's only obligation in relation to validating a signature is to provide a copy of the data recorded by Juro for the purpose of enabling compliance with Article 26 of the eIDAS Regulation.

8.3. Juro is not liable for any loss or damage arising from the full or partial invalidity of any signature created through the Services, except to the extent that the invalidity is caused by a breach by Juro of clause 8.1.

9. Disclaimers

9.1. 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 Services does not create a lawyer-client relationship.

9.2. The Customer may use the Hosted Services for its contracting activities. The Customer is responsible for deciding if its contracting activities using the Hosted 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.

9.3. Juro does not warrant that the Customer's use of the Services will be uninterrupted or error-free.

9.4. 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 Services are subject to limitations, delays and other problems inherent in the use of communications networks and facilities.

9.5. Juro doesn't control content posted in or using the 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.

9.6. Juro is not responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party, except those third parties engaged by Juro to maintain and back up Customer Data.

9.7. Juro may update or maintain the Hosted Services at any time, including by modifying or withdrawing features and functionality. Juro must use reasonable efforts to ensure that any update does not materially adversely affect the use of the relevant parts of the Hosted Services by Juro's customers generally.

9.8. AI Features may produce incorrect AI Output that does not accurately reflect real people, places, facts or laws (including legal authorities). The Customer must use human review to identify and correct any errors in the AI Output before using or relying on the AI Output for any purpose.

9.9. Except as expressly provided in the Agreement:

9.9.1. the Customer is solely responsible for the results achieved using the 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 Services, or any actions Juro takes at the Customer's direction;

9.9.2. 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

9.9.3. Juro provides the Services on an "as is" basis.

10. Indemnities

10.1. 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 Services, conditional on:

10.1.1. Juro notifying the Customer promptly of any relevant claim

10.1.2. Juro cooperating reasonably with the Customer, at the Customer's expense, in the defence and settlement of any relevant claim; and

10.1.3. Juro giving the Customer sole authority to defend or settle any relevant claim.

10.2. Juro must defend the Customer against any claim that the Services (excluding the AI Output) infringe any patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality and must indemnify the Customer against any amounts awarded against the Customer in judgment or settlement of the claim, conditional on:

10.2.1 .the Customer notifying Juro promptly of the claim;

10.2.2. the Customer cooperating reasonably with Juro, at Juro's expense, in the defence and settlement of the claim; and

10.2.3. the Customer giving Juro sole authority to defend and settle the claim, save that Juro will have no obligation to defend or indemnify the Customer under this clause 10.2 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 compliance with the Customer's specific requirements or instructions; or (d) the Customer's breach of the Agreement. If a third-party claim of infringement is threatened or occurs, Juro may seek to mitigate damages by modifying the Juro Platform or (if the foregoing is not commercially feasible) terminating the Agreement and refunding to the Customer any unused, prepaid Fees. The provisions of this clause 10.2 are Juro's sole and exclusive liability, and the Customer's sole and exclusive remedy, for third-party claims of infringement.

11. Limits on liability

11.1. References to **liability** in this clause 11 include every kind of liability arising under or in connection with the Agreement, including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

11.2. Nothing in the Agreement limits:

11.2.1. the Customer's obligations to pay the Fees; or

11.2.2. either party's liability for infringement of the other party's IP.

11.3. Nothing in the Agreement limits any liability that cannot legally be limited, including liability for:

11.3.1. death or personal injury caused by negligence; or

11.3.2. fraud or fraudulent misrepresentation.

11.4. Subject to clause 11.3, Juro's total liability to the Customer under or in connection with the Agreement during each Contract Year will not exceed the cap.

11.5. Subject to clauses 11.2 and 11.3, the Customer's total liability to Juro under or in connection with the Agreement during each Contract Year will not exceed the cap.

11.6. For the purpose of clauses 11.4 and 11.5, the **cap** is an amount equal to 100% of the Fees paid by the Customer in the Contract Year in which the liability arose.

11.7. The caps on the parties' respective liabilities are not reduced by interest payments under clause 4.6, 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.

11.8. Subject to clauses 11.2 and 11.3, 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.

11.9. 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.

12. Confidentiality

12.1. The parties must only disclose Confidential Information to each other if it is necessary to do so.

12.2. Subject to clause 12.3, the Receiving Party must:

12.2.1. treat in confidence all Confidential Information;

12.2.2. not disclose in whole or in part Confidential Information to anyone who is not a party to the agreement; and

12.2.3. 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.

12.3. A Receiving Party may disclose Confidential Information:

12.3.1. 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 12.2 as if they were parties to the Agreement); and

12.3.2. 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.

13. Notices

13.1. Any notice given to a party under or in connection with this Agreement must be in writing and must be:

13.1.1. delivered by hand or next working day delivery service at its principal place of business; or

13.1.2. sent by email to the following addresses (or an address substituted in writing by the party to be served):

13.1.2.1. Juro: support@juro.com; and

13.1.2.2. Customer: the customer contact email set out in the Order Form.

13.2. Any notice is deemed received:

13.2.1 .if delivered by hand, at the time the notice is left at the proper address; or

13.2.2. 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

13.2.3. 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.

13.3. This clause 13 does not apply to the service of any proceedings or other documents in any legal action, arbitration or any other method of dispute resolution.

14. General legal terms

14.1. 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.

14.2. 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.

14.3. 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.

14.4. Each party acknowledges that, in entering the Agreement, it does not rely on anything that is not set out in the Agreement.

14.5. No variation of the Agreement is effective unless it is in writing and either (i) signed by the parties or (ii) displayed by Juro and accepted by an admin user of the Customer within the Juro Platform.

14.6. 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.

14.7. 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 14.7 does not affect the validity or enforceability of the rest of the Agreement.

14.8. The Agreement may be executed in counterparts, each of which when executed constitutes a duplicate original, but the counterparts together constitute the same agreement.

14.9. 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.

14.10. 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.

14.11. 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.

15. Definitions and interpretation

15.1 In the Agreement, the following definitions apply:

Agreement is defined in clause 1.1.

AI means artificial intelligence.

AI Feature means any AI-enabled feature made available by Juro, whether in the Juro Platform, via an API or otherwise.

AI Output means output from any AI Feature based on an input provided by the Customer.

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.

Contract Year means a 12-month period beginning on the Effective Date or any anniversary of it. **Customer** (and **you** and **your**) means the customer named on the Order Form.

Customer Data means the data inputted by or on behalf of the Customer or its authorised users for the purpose of using the Services or facilitating the Customer's use of the Services, and includes AI Output.

Customer-Specific Model is defined in clause 6.3.

DPA means the data processing agreement available at juro.com/terms/dpa and includes its appendices.

Effective Date is defined in clause 2.1.

eIDAS Regulation means Regulation (EU) 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC.

Fees is defined in clause 4.1. **Hosted Services** is defined in clause 3.1.1.

Implementation Services is defined in clause 3.1.2.

Initial Period is defined in clause 2.2. **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 (and **we** and **us**) means 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 Platform means the online contract automation platform provided by Juro as part of the 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.

MSA means this Juro master services agreement.

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

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

Receiving Party is defined in the definition of Confidential Information.

Renewal Period is defined in clause 2.3.

Services are defined in clause 3.1.

Support Services is defined in clause 3.1.3.

15.2. In the Agreement, the following rules of interpretation apply:

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

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

15.2.3. References to one gender include all genders.

15.2.4. 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.

15.2.5. References to clauses are to clauses in this MSA. The DPA has effect as if set out in full in the body of the MSA and any reference to the MSA or to the Agreement includes the DPA.

15.2.6. 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.

15.2.7. A reference to **written** or **in writing** includes email but not fax, SMS, WhatsApp or any other social media.