

MASTER SERVICES AGREEMENT

Between Juro Online Limited (registered in England and Wales under company number 09684844) (“Juro”, “we”, “us”, “our”) and the customer named on the Order Form (“Customer”, “you”, “your”).

I. THE AGREEMENT

The “Agreement” is made up of the Order Form, this master services agreement (“MSA”) and the DPA. If there is a conflict, the DPA takes priority over the Order Form, which takes priority over the MSA.

2. TERM AND TERMINATION

- 2.1. Initial Period. The Agreement starts when both parties sign the first Order Form (“Effective Date”) and continues for the duration set out in the Order Form (the “Initial Period”).
- 2.2. Renewal. Unless otherwise set out in the Order Form, after the Initial Period, the Agreement renews automatically for successive periods equal in length to the Initial Period (each a “Renewal Period”, and together with the Initial Period, the “Term”), unless either party gives the other at least 30 days’ notice before the end of the then-current Term.
- 2.3. Termination for breach. Either party may terminate the Agreement immediately by notice to the other party if the other party materially breaches the Agreement, unless (where the breach can be remedied) the other party remedies the breach within 30 days after being notified to do so.
- 2.4. Termination for non-payment. We may terminate the Agreement immediately if you fail to pay any amount due under the Agreement and remain in default 14 days after being notified to make payment.
- 2.5. Effect of termination. On termination: (a) you must pay all Fees due up to and including the termination date; (b) all licences end and you must stop using the Services; (c) accrued rights and liabilities are not affected; and (d) the following provisions survive termination: clauses 2.5, 2.6, 3, 4.6 to 4.14 (inclusive), and 6 to 15 (inclusive), and the DPA, together with any other provision which by its nature should survive.
- 2.6. Getting your data back. Within 60 days after termination, you may ask us for a copy of our most recent backup of your Customer Data. We must give it to you within 30 days after your request in our standard format (currently .pdf and .csv). We can

change that format, but must only use commonly-used formats. After the 60-day period (or once we have provided the backup, if later), we must erase the remaining Customer Data in our possession.

3. FEES

- 3.1. Your obligation to pay. You must pay us all amounts due under the Agreement (“Fees”). All amounts exclude VAT and other sales taxes, which you must pay in addition and at the same time.
- 3.2. Invoicing and time for payment. Unless the Order Form states otherwise, we’ll invoice you on or around the Effective Date, and on or around the start of each Contract Year. You must pay each invoice in full by bank transfer within the time set out in the Order Form.
- 3.3. No set-off. You must pay in full without any deduction, set-off or withholding, except where required by law. If you are required by law to withhold, you must increase the payment so that we receive the same net amount, unless you provide us with a valid exemption certificate.
- 3.4. If you don’t pay on time. If you don’t pay on time and remain in default 14 days after we notify you, we may: (a) suspend your account and access to all or part of the Services until we receive payment in full; and (b) charge interest on the overdue amount at 4% per annum above the then-current Bank of England base rate, calculated daily from the due date until payment (whether before or after judgment). This clause does not limit our other remedies.
- 3.5. If you exceed your limits. If you exceed any limit under the Agreement, you must buy an increased limit at our then-current rates. You may only increase a contracts created limit in increments of 200 contracts. Each increase is permanent, takes effect on purchase, and is charged at the full rate for the then-current Contract Year, regardless of when purchased. Your Fees for subsequent Contract Years and Renewal Periods are based on your then-current limits, including any prior increases.
- 3.6. Renewal pricing. Unless we agree otherwise in writing, at the start of each Renewal Period the Fees (after any discounts are removed) automatically increase by 10%.

4. OUR COMMITMENTS AND DISCLAIMERS

Our commitments

- 4.1. Services. During the Term, we must provide to you: (a) the non-transferable right to access the Juro Platform (“Hosted Services”); (b) the implementation services described on your Order Form (“Implementation Services”); and (c) technical

support in line with our standard practices (“Support Services”) (together, the “Services”). We provide the Services solely for your internal business operations.

- 4.2. Service standard. We must provide the Services with reasonable skill and care.
- 4.3. Availability. We must use reasonable efforts to maintain the availability of the Hosted Services, but do not guarantee 100% availability. If your subscription plan includes an availability SLA, our availability commitment is set out in the SLA.
- 4.4. Out of scope. If we agree to provide any additional services beyond the Services, we may charge you for them. We won’t provide any chargeable additional services, unless you have approved our quote for them in writing.
- 4.5. Business continuity. We undertake regular backups of the Hosted Services (including Customer Data) for our own business continuity purposes. You must also implement your own reasonable business continuity procedures for Customer Data in line with good industry practice.

Disclaimers

- 4.6. Your help. You must take all reasonable steps to help us provide the Services to you. If you do not, or you prevent or delay us, we are not in breach of the Agreement and are not liable for the delay or failure.
- 4.7. No legal advice. We’re not a law firm and do not give legal advice. Using the Services does not create a lawyer-client relationship. You are responsible for deciding whether your use of the Services meets any applicable legal requirements.
- 4.8. Online platform risks. We do not warrant that the Services will be uninterrupted, error-free, or free from delays caused by the internet or communications networks.
- 4.9. AI makes mistakes. AI can make errors. You must review and correct errors in AI-generated output before relying on it for any purpose.
- 4.10. Your content. We don’t control Customer Data, and we don’t promise that it is accurate, complete, reliable or fit for any purpose. The same applies to content provided by third parties you deal with using the Services.
- 4.11. Unconnected third parties. We’re not responsible for any loss or damage caused by a third party, unless it is a third party we have engaged to provide the Services acting in the course of that engagement.
- 4.12. Updates. We may update the Hosted Services at any time, including by changing or removing features. When we do so, we’ll use reasonable efforts to avoid materially adversely affecting the use of the Services by our customers generally.

- 4.13. Results. You are solely responsible for the results you achieve using the Services.
- 4.14. General. All implied warranties, conditions and other terms are excluded to the fullest extent the law allows. Except as expressly stated in the Agreement, we provide the Services on an “as is” basis.

5. YOUR USE OF THE SERVICES

- 5.1. Things you must do. In connection with the Services, you must: (a) cooperate reasonably with us; (b) give us any access and information we reasonably need to provide the Services; (c) comply with applicable laws; (d) obtain and maintain all licences and permissions necessary to access and use the Services; and (e) use reasonable efforts to prevent unauthorised access and use, and notify us promptly if it occurs.
- 5.2. Things you must not do. You must not, and must ensure your users do not: (a) except where permitted by law that cannot be excluded, copy, modify, reverse engineer or create derivative works from any part of the Juro Platform; (b) access the Services to build a competing product or service; (c) make the Services available to anyone other than your authorised users; (d) let users share login credentials; (e) store payment card information in the Juro Platform; (f) use the Services in any illegal or harmful way; (g) use the Services for malware or for any unlawful, threatening, defamatory, obscene, infringing, harassing or discriminatory material; (h) perform any security or penetration testing or benchmarking of the Juro Platform; (i) remove any trade mark or copyright notices in the Juro Platform; or (j) process personal data of children under the applicable age of digital consent.
- 5.3. AI transparency. You are responsible for complying with any transparency or disclosure requirements that apply to your use of AI Output.
- 5.4. If you break our rules. If you breach this clause 5, we may suspend your access to all or part of the Services, or remove non-compliant material. We must restore access as soon as commercially practicable once the underlying issue is resolved.

6. INTELLECTUAL PROPERTY AND DATA

Your IP

- 6.1. You own Customer Data. As between the parties, you or your licensors own all IP in the Customer Data and anything derived from it and supplied to you as part of the Services, including AI Output. We assign to you any right, title and interest we may have in the AI Output.

- 6.2. Your licence to us. You grant us a worldwide, non-exclusive, royalty-free licence to access and use Customer Data to: (a) provide and support the Services; (b) diagnose and fix issues; and (c) understand how the Services are used in order to improve them, subject to our confidentiality obligations under clause 12. We may sublicense these rights to our agents and contractors solely for these purposes. You warrant that you are entitled to grant the licence in this clause 6.2 and that our access and use of Customer Data in accordance with this clause will not infringe anyone else's rights.
- 6.3. AI training. We won't use Customer Data to train any AI models, unless the model is used only to provide Services to you ("Customer-Specific Model"). If we create a Customer-Specific Model, we must erase it within 60 days after the Agreement ends.
- 6.4. Limitations of AI Output. AI Output may not be unique. Other users may receive similar content. Other users' output is not Customer Data, and the assignment in clause 6.1 does not include it.
- 6.5. Publicity. Unless the Order Form says otherwise, we may use your name and logo to refer to you as a customer on our website and in reasonable promotional materials, subject to any brand guidelines you give us. The Fees in your Order Form reflect the value we get from this publicity.

Our IP

- 6.6. We own the Services. We or our licensors own all IP in: (a) the Services, the Juro Platform, and any improvements to them; (b) the Juro name and logo; and (c) materials we create providing the Implementation Services.
- 6.7. Feedback. You are not required to provide feedback or suggestions for improvement ("Feedback"). If you do, you assign to us all IP in the Feedback, with full title guarantee, including by way of present assignment of future IP. We may use Feedback without charge or limitation.

7. DATA PROTECTION

- 7.1. DPA. Both parties must comply with the DPA.
- 7.2. Cookies. You consent, as the subscriber, to our use of cookies and similar technologies on devices used by your users to: (a) provide, monitor and maintain the Services; (b) detect threats or errors; and (c) analyse performance and usage for development and improvement, in each case in line with our privacy policy.

8. E-SIGNATURES

- 8.1. Our e-signature commitment. We warrant that e-signatures created using the native e-signature functionality within the Juro Platform will meet the minimum requirements for an Advanced Electronic Signature under Article 26 of each of the eIDAS Regulations.
- 8.2. E-signature limitations. You acknowledge that: (a) each of the eIDAS Regulations sets out a minimum standard and local laws may impose stricter requirements; (b) some documents cannot be signed electronically and it is your responsibility to check; and (c) we cannot verify the identity of a signatory, so our only obligation is to provide the compliance data we record.
- 8.3. Your e-signature remedies. We are not liable for any loss arising from any invalid signature created through the Services, unless caused by our breach of clause 8.1.

9. BETA SERVICES

- 9.1. What they are. We may offer you features or services we identify as beta, trial, pilot, preview, early-access, limited-release, or otherwise not generally available (“Beta Services”). We offer them so we can test and improve them, and they might not work as intended or at all.
- 9.2. Your use is voluntary and temporary. You don’t have to use any Beta Services. If you do, you do so at your own risk. We may change, suspend, or withdraw any Beta Service (or your access to it) at any time without notice, and we may never make it generally available.
- 9.3. No warranties. Notwithstanding anything to the contrary in the Agreement, Beta Services are provided “as is”, may contain bugs or errors, and are excluded from our service standard, any availability commitment or SLA, our support obligations and our indemnities. All warranties, representations, conditions and other terms are excluded to the fullest extent the law allows.
- 9.4. Our liability. Notwithstanding anything to the contrary in the Agreement, we have no liability arising out of or in connection with any Beta Services or your use of them. If that exclusion is unenforceable, our total liability for all Beta Services will not exceed \$100. Nothing in this clause limits any liability that cannot be limited or excluded by law.
- 9.5. Your responsibilities. You must not use Beta Services with sensitive, business-critical, or regulated data, and you must keep your own copies of any data you process using them. The DPA still applies to any personal data processed using Beta Services. We

ask that you give reasonable feedback on the Beta Services, and any feedback you give is Feedback under clause 6.7.

- 9.6. Specific terms. We may provide additional terms for a particular Beta Service. Those terms apply to that Beta Service and prevail over this clause 9 if there is a conflict.

10. INDEMNITIES

- 10.1. Our indemnity to you. Conditional on you complying with clause 10.3, we must defend, indemnify and hold you harmless from losses, damages, fees, costs and expenses (including reasonable legal fees) ("Losses") arising from a third-party claim that the Juro Platform (excluding AI Output) infringes a third party's IP. We have no obligation where the claim arises from: (a) misuse or modification of the Juro Platform; (b) combining the Juro Platform with components we did not provide; (c) Customer Data or any other content created, stored or processed by or on behalf of you, or our compliance with your specifications or instructions; or (d) your breach of the Agreement or applicable law (each an "Exclusion"). If an infringement claim arises, we may modify the Services or (if that is not commercially feasible) terminate the Agreement and refund any unused prepaid Fees. This clause 10.1 is our sole liability, and your sole remedy, for third-party infringement claims.
- 10.2. Your indemnity to us. Conditional on us complying with clause 10.3, you must defend, indemnify and hold us harmless from Losses arising from a third-party claim to the extent caused by any Exclusion.
- 10.3. Procedure. The indemnified party must: (a) notify the indemnifying party of a claim promptly after becoming aware of it (but delay does not relieve the indemnifying party except to the extent it is materially prejudiced); (b) give the indemnifying party control of the defence and settlement; and (c) cooperate reasonably at the indemnifying party's expense. The indemnified party may participate at its own expense. Neither party may make any admission, settle or consent to judgment in any way that imposes any obligation on, or admits fault on behalf of, the other party without the other party's prior written consent (not to be unreasonably withheld).

11. LIMITS ON LIABILITY

- 11.1. Definition. In this clause 11, "liability" means every kind of liability arising under or in connection with the Agreement, including in contract, tort (including negligence), misrepresentation, restitution, or otherwise.
- 11.2. Liabilities that are not limited. Nothing in the Agreement limits: (a) your obligation to pay the Fees; (b) either party's liability for infringement of the other's IP; or (c) any

liability that cannot legally be limited, including for death or personal injury caused by negligence, or fraud.

- 11.3. Cap. Subject to clause 11.2, each party's total liability to the other during each Contract Year will not exceed 100% of the Fees paid and payable by you during that Contract Year. Interest under clause 3.4 and costs or interest awarded by a court do not reduce these caps.
- 11.4. Excluded losses. Subject to clause 11.2, neither party is liable for loss of profits, loss of business, loss of anticipated savings, loss of use or corruption of any software other than the Juro Platform, loss of or damage to goodwill, or indirect or consequential loss. Neither party is liable for losses to the extent they result from the other party's failure to take reasonable steps to mitigate.
- 11.5. Time limit on claims. If you do not notify us of a claim within 12 months after the event giving rise to it (identifying the event and grounds in reasonable detail), we have no liability for that event.

12. CONFIDENTIALITY

- 12.1. Definition. "Confidential Information" means information that is confidential by nature, or marked as such, received by one party ("Receiving Party") from the other in connection with the Agreement, but not including information that the Receiving Party already held lawfully, or that is publicly available (other than through breach).
- 12.2. Confidentiality obligation. The parties must only share Confidential Information with each other where necessary. The Receiving Party must keep it confidential, not disclose it to third parties except as permitted by clause 12.3, and protect it to at least the standard it applies to its own confidential information, which must be at least reasonable.
- 12.3. Permitted disclosures. A Receiving Party may disclose Confidential Information: (a) to its group companies, staff, officers, representatives or advisers who need to know it (provided they are told it is confidential and comply with this clause 12); and (b) where required by law, provided the Receiving Party gives reasonable advance notice of disclosure (where lawful to do so).

13. NOTICES

- 13.1. Notices by email only. Notices under the Agreement must be in writing by email: (a) for notices to us, to support@juro.com; and (b) for notices to you, to the contact email in the Order Form (or a replacement notified in writing). A notice is deemed received when sent, or — if sent outside business hours (9am to 5pm on a working day at the recipient's location) — when business hours next resume, provided the

sender does not receive an automated message indicating that the email was not delivered. An out-of-office or other automated reply that does not indicate non-delivery does not prevent a notice from being deemed received.

- 13.2. Disputes. This clause 13 does not apply to the service of proceedings in any legal action or dispute resolution.

14. GENERAL

- 14.1. Force majeure. Neither party is in breach if prevented or delayed by circumstances beyond its reasonable control. The affected party must notify the other promptly if this happens. If the circumstances continue for 30 days or longer, the other party may terminate the Agreement immediately by giving notice to the affected party. This clause 14.1 does not excuse either party's obligation to pay amounts due under the Agreement.
- 14.2. Assignment. Except in the case of a merger or corporate reorganisation, neither party may assign, transfer, or otherwise dispose of any of its rights or obligations under the Agreement without the prior written consent of the other party. Nothing in this clause prevents either party from granting security over its rights under the Agreement.
- 14.3. Entire agreement. The Agreement is the entire agreement between the parties relating to its subject matter and replaces anything previously discussed relevant to that subject matter. Each party acknowledges that, in entering the Agreement, it does not rely on anything that is not set out in the Agreement.
- 14.4. Variation. No variation of the Agreement is effective unless it is in writing and either: (a) signed by both parties; or (b) displayed by us and accepted by an admin user of yours within the Juro Platform.
- 14.5. Waiver. No failure or delay 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.
- 14.6. 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 14.6 does not affect the validity or enforceability of the rest of the Agreement.

- 14.7. Electronic execution. The Agreement may be executed electronically, including by way of electronic signature within the Juro Platform. An electronic signature has the same legal effect as a handwritten signature. Each party signing electronically confirms that it intends to authenticate the document and to be bound by it.
- 14.8. 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.
- 14.9. 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.
- 14.10. 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.
- 14.11. 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.

15. DEFINITIONS AND INTERPRETATION

- 15.1. Definitions. Terms not otherwise defined in the MSA have the following meanings:

“Advanced Electronic Signature”: has the meaning given in the applicable eIDAS Regulation.

“AI”: artificial intelligence.

“AI Output”: any AI-generated output produced by the Services based on an input you provide.

“Contract Year”: a 12-month period beginning on the Effective Date or any anniversary of it.

“Customer Data”: data inputted by or on behalf of you for the purposes of using or facilitating your use of the Services, including AI Output.

“DPA”: the data processing agreement at juro.com/terms/dpa, including its appendices.

“eIDAS Regulations”: each of (a) 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 (“EU eIDAS”); and (b) EU eIDAS as it forms part of the assimilated law in the United Kingdom under the European Union (Withdrawal) Act 2018 (“UK eIDAS”), in each case as amended from time to time.

“IP”: intellectual property rights of any kind, whether registered or unregistered, including applications, renewals, extensions and rights to claim priority, anywhere in the world.

“Juro Platform”: the online contracting platform we provide as part of the Services.

“Order Form”: the order form signed by both parties for the Services under the Agreement.

- 15.2. Interpretation. Headings do not affect interpretation. Singular includes plural and vice versa. References to legislation include amendments and re-enactments. “Including”, “in particular”, “for example” and similar terms do not limit the preceding words. “Written” and “in writing” include email, but not fax, SMS, WhatsApp or social media. References to clauses are to clauses in the MSA. The DPA has effect as if set out in full in this MSA.

These terms were last updated 3 August 2026.