MASTER SERVICES AGREEMENT

This master services agreement ("MSA") is entered into between Juro Online Limited (registered in England and Wales under company number 09684844) whose principal place of business is at Third Floor, 2 Pear Tree Court, London EC1R 0DS, United Kingdom ("Juro", "we", "us", "our") and the customer ("Customer", "you", "your") named on the Order Form that references this MSA ("Order Form").

1. THE AGREEMENT

The "Agreement" is made up of the Order Form, this MSA, and the data processing agreement at juro.com/terms/dpa, including its appendices ("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 ("Initial Period").

2.2. Renewal. Unless otherwise set out in the Order Form, after the Initial Period the Agreement automatically renews for successive periods each equal in length to the Initial Period (each a "Renewal Period", and together with the Initial Period, the "Term") unless either party gives written notice of non-renewal at least 30 days before the end of the then-current Term.

2.3. Termination for cause. Either party may terminate the Agreement immediately by written notice to the other party if the other party materially breaches the Agreement and does not cure the breach (if reasonably susceptible to cure) within 30 days after receipt of written notice thereof.

2.4. Termination for non-payment. We may terminate the Agreement immediately by written notice to you if you fail to pay any amount due under the Agreement and remain in default 14 days after being notified to pay.

2.5. Effect of termination. Termination or expiration of the Agreement does not affect any already-accrued obligations or liabilities. Sections 1, 2.5, 2.6, 3, 4.7 through 4.15, 6 through 13, and the DPA survive termination or expiration of the Agreement, together with any other provision that by its nature should survive. On termination or expiration of the Agreement for any reason: (a) you must pay the Fees in full for the Services up to and including the termination date; and (b) all licenses granted to you under the Agreement terminate and you must immediately stop using the Services.

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 are exclusive of sales, use, and other similar taxes (excluding taxes on our income or property), which you must pay to us in addition to and at the same time as the Fees.

3.2. Invoicing and time for payment. Unless the Order Form states otherwise, we'll invoice you for the Fees on or around the Effective Date and on or around the start of each Contract Year. You must pay each invoice in full by ACH to the account specified on our invoice and within the time set out in the Order Form.

3.3. No set-off or withholding. You 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 you are required by law to make a deduction or withholding, you must increase the payment amount so that the net amount we receive is the same as the amount we would have received without the deduction or withholding, unless you give us 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; (b) charge interest on the overdue amount, calculated daily at the rate of 1% per month from the due date until payment (whether before or after judgment); and (c) initiate collections proceedings against you (and you will be responsible for any costs of collections). This Section 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 new documents limit in increments of 200 documents. 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) any 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. Data privacy. Both parties must comply with the DPA.

4.6. 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

4.7. Your help. You must take all reasonable steps to help us provide the Services to you. If you do not, or if you prevent or delay us, we are not in breach of the Agreement and are not liable for the delay or failure.

4.8. No legal advice; electronic signatures. 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. You are responsible for determining whether an electronic signature generated through the Services is valid and sufficient for a particular document or jurisdiction. We do not verify signatory identity. Our only obligation in relation to an electronic signature is to provide the compliance data we record, and we are not liable for any loss arising from any invalid or unenforceable electronic signature created through the Services.

4.9. 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.

4.10. AI makes mistakes. AI can make errors. You must review and correct errors in AI-generated output before relying on it for any purpose.

4.11. 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.

4.12. 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.

4.13. 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.

4.14. Results. You are solely responsible for the results you achieve using the Services.

4.15. General. TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND EXCEPT AS EXPRESSLY STATED IN THE AGREEMENT, WE PROVIDE THE JURO PLATFORM AND THE SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND WE MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. ALL IMPLIED WARRANTIES, CONDITIONS AND OTHER TERMS ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.

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 licenses and permissions necessary to access and use the Services; and (e) use reasonable efforts to prevent unauthorized access and use, and notify us promptly if it occurs.

5.2. Things you must not do. You must 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 authorized 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 without our prior written consent; (i) remove any trademark or copyright notices in the Juro Platform; or (j) process in the Juro Platform any personal information 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 Section 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 feasible 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 license to us. You grant us a worldwide, non-exclusive, royalty-free license 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 Section 10. We may sublicense these rights to our agents and contractors solely for these purposes. You warrant that you are entitled to grant this license and that our access to and use of Customer Data in accordance with this Section 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 Section 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 in providing the Implementation Services.

6.7. Feedback. You are not required to provide feedback or suggestions for improvement ("Feedback"). If you do, you irrevocably assign to us all IP in the Feedback, including by way of present assignment of future IP. We may use Feedback without charge or limitation.

7. BETA SERVICES

7.1. 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.

7.2. Your use is voluntary and temporary. You are not required to use any Beta Services. If you do, you do so at your own risk. We may change, suspend, or discontinue any Beta Service (or your access to it) at any time without notice, and we may never make it generally available.

7.3. NO WARRANTIES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, BETA SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", MAY CONTAIN BUGS OR ERRORS, AND ARE NOT SUBJECT TO OUR SERVICE STANDARD OR TO ANY SERVICE LEVEL, AVAILABILITY COMMITMENT, OUR SUPPORT OBLIGATION, OR OUR INDEMNIFICATION OBLIGATION. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE BETA SERVICES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

7.4. OUR LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, IN NO EVENT WILL WE HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY ARISING OUT OF OR RELATING TO ANY BETA SERVICES OR YOUR USE OF THEM FOR ANY DAMAGES WHATSOEVER, INCLUDING

ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND IN EACH CASE EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER ANY ALLEGED DAMAGES ARISE OUT OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY. IF THE FOREGOING IS HELD UNENFORCEABLE, OUR TOTAL AGGREGATE LIABILITY FOR ALL BETA SERVICES WILL NOT EXCEED ONE HUNDRED DOLLARS ($100).

7.5. <u>Your responsibilities</u>. You must not use Beta Services with sensitive, business-critical, or regulated data, and you are responsible for maintaining your own backups of any data you process using them. The DPA still applies to any personal information processed using the Beta Services. We ask that you give reasonable feedback on the Beta Services, and any feedback you give is Feedback under Section 6.7.

7.6. <u>Specific terms</u>. We may make additional terms available for a particular Beta Service, and those terms will govern that Beta Service and control in the event of a conflict with this Section 7.

8. INDEMNITIES

8.1. <u>Our indemnity to you</u>. Conditional on you complying with Section 8.3, we must defend, indemnify and hold you harmless from losses, damages, fees, costs and expenses (including reasonable attorneys' 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 Section 8.1 is our sole liability, and your sole remedy, for third-party infringement claims.

8.2. <u>Your indemnity to us</u>. Conditional on us complying with Section 8.3, you must defend, indemnify and hold us harmless from Losses arising from a third-party claim to the extent caused by any Exclusion.

8.3. <u>Procedure</u>. 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 defense 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, or settle or consent to judgment in a 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).

9. LIMITS ON LIABILITY

9.1. GENERAL. SUBJECT TO SECTION 9.2, 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 100% OF THE AMOUNTS PAID OR PAYABLE BY YOU TO US UNDER THE AGREEMENT IN THE CONTRACT YEAR DURING WHICH THE EVENTS GIVING RISE TO THE CLAIM AROSE; IN EACH CASE WHETHER ANY ALLEGED DAMAGES ARISE OUT OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY. UNLESS YOU NOTIFY US THAT YOU INTEND TO MAKE A CLAIM WITHIN 12 MONTHS AFTER THE EVENT GIVING RISE TO THE CLAIM, THEN WE WILL HAVE NO LIABILITY FOR THAT EVENT. YOUR NOTICE MUST IDENTIFY THE EVENT AND GROUNDS FOR THE CLAIM IN REASONABLE DETAIL.

9.2. NO LIMITS ON SPECIFIC CLAIMS. NOTHING IN THE AGREEMENT LIMITS: (A) YOUR OBLIGATION TO PAY THE FEES; (B) EITHER PARTY'S LIABILITY FOR INFRINGEMENT OF THE OTHER PARTY'S IP; OR (C) ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW, INCLUDING FRAUD.

10. CONFIDENTIALITY

10.1. 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. 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 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.

10.2. Protection. Recipient must only use Confidential Information to perform its obligations or exercise its rights under the Agreement. Recipient must not disclose Confidential Information to any individuals or entities except for its and its Affiliates' officers, employees, agents and representatives who need to know such Confidential Information and who are bound by confidentiality obligations at least as protective as those set forth herein. Recipient must 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 after the Term, or so long as such Confidential Information is protected as a trade secret under applicable law.

10.3. 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 must, 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.

10.4. Return or destruction. At Discloser's request upon termination of the Agreement, Recipient must 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.

10.5. 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 10 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.

11. NOTICES

11.1. 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.

11.2. Disputes. This Section 11 does not apply to the service of process or other documents in any legal action or arbitration.

12. GENERAL

12.1. Force majeure. Neither party will 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. If such a cause prevents or delays a party's performance for 30 or more consecutive days, the other party may terminate the Agreement immediately on written notice. This Section does not excuse either party's obligation to pay any amounts already due under the Agreement.

12.2. 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.

12.3. 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 and either (i) signed by authorized representatives of the parties; or (ii) displayed by us and accepted by an admin user of yours within the Juro Platform. 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.

12.4. Severability. If any provision of the Agreement is 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.

12.5. Electronic execution. The Agreement and any amendments to it may be executed and delivered by electronic signature, including through the Juro Platform or another electronic signature service. Each party consents to conducting this transaction by electronic means, agrees that its electronic signature is the legal equivalent of, and has the same force and effect as, a manual signature, and confirms that it intends to sign, authenticate and be bound by the Agreement. Each party enters the Agreement as a commercial party and not as a consumer. Neither party may contest the validity, enforceability or admissibility of the Agreement, or of any electronic signature, solely on the basis that it was signed or delivered electronically, and each party waives any right to require a paper original.

12.6. Counterparts. 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.

12.7. 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.

12.8. 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.

12.9. 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 or breach of confidentiality and we 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.

13. DEFINITIONS

Capitalized terms not otherwise defined herein have the following meanings:

"Affiliate": any entity that controls, is controlled by, or is under common control with a party.

"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.

"IP": 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": 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.

These terms were last updated 13 August 2026.