

Testing Terms

These pre-release testing terms (**Testing Terms**) are entered into between 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, we, us, our**) and the person (**Tester, you, your**) agreeing to these terms as part of an early access, pre-release testing programme. The **Testing Agreement** consists of the Testing Terms and the data processing agreement available at juro.com/terms/dpa (**DPA**). If there is a conflict, this order of priority applies: first, the DPA; and then, the Testing Terms.

YOUR ATTENTION IS DRAWN IN PARTICULAR TO CLAUSE 5 OF THE TESTING TERMS, WHICH LIMITS JURO'S LIABILITY TO YOU.

1. Purpose and participation

- 1.1. Testing Services. Juro may from time to time provide Tester with access to new, experimental, or pre-release features, modules, or functionality of the Juro Platform (each a **Test Service**) for the purpose of pre-release testing, evaluation, and feedback.
- 1.2. Term and basis of participation. The Testing Agreement commences when Tester first accesses any Test Service and continues until terminated in accordance with this Section. Participation in testing is voluntary. Either party may terminate the Testing Agreement and end its participation at any time for any reason (or no reason) by giving notice to the other party. Juro may modify or withdraw any Test Service at any time without notice. On termination of the Testing Agreement, Tester shall cease all use of the Test Services and delete any related materials in its possession. Sections 3 and 4 of the Testing Agreement survive termination.
- 1.3. No obligation to release. Juro does not guarantee that any Test Service will become generally available or be included in the Services.
- 1.4. Existing customers. If the Tester is an existing customer of Juro, the Testing Agreement applies to the Tester's use of the Test Services to the exclusion of any other agreement between the Tester and Juro (or, if applicable, the relevant Juro affiliate). Use by the Tester of Juro's other services (excluding the Test Services) remains governed by the terms of the applicable master services agreement and order form(s) between the Tester and Juro (or affiliate of Juro, as applicable).

2. Test Service use

- 2.1. Licence. Subject to these Testing Terms, Juro grants the Tester a non-exclusive, non-transferable, revocable licence to access and use the Test Services solely for Juro's testing and evaluation purposes.

- 2.2. Restrictions. Except as expressly permitted by these Testing Terms or required by law, the Tester must not: (a) disclose, publish, or otherwise make publicly available any information about the Test Services, including performance or benchmarking data, without Juro's prior written consent; (b) use the Test Services (or any part) for any purpose other than the test or evaluation purpose communicated by Juro; (c) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or part of the Test Services; (d) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human readable form all or any part of the Test Services; (e) access all or any part of the Test Services to build a product or service that competes with Juro's business; (f) commercially exploit the Test Services or make them available to anyone except Tester's authorised users; (g) attempt to obtain, or help anyone else obtain, access to the Test Services other than as provided for in the Testing Agreement; or (h) allow individuals to share login credentials (for example, by using a generic email address that more than one person uses to access the Test Services); (i) store payment card information in the Test Services; (j) use the Test Services in any illegal way or any way that causes damage or injury to any person or property; (k) use the Test 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; or (l) perform any security or penetration testing, or benchmarking analysis of the Test Services without Juro's prior written consent. Juro may remove access to any material that does not comply with this paragraph.

3. Confidentiality and feedback

- 3.1. Confidentiality. All Test Services, related documentation, and information provided or disclosed by Juro in connection with the testing are confidential information of Juro, regardless of whether they are marked as such. Tester must (a) treat in confidence such information; (b) not disclose in whole or in part such information to anyone who is not a party to the Testing Agreement; and (c) apply at least the same measures for the purpose of ensuring the confidentiality of such information as it applies to its own confidential information, which must be at least a reasonable standard. Tester may disclose such information only to the extent required to do so by law, but only if (if it is lawful to do so) it first notifies Juro as far as reasonably practicable in advance so that Juro has an opportunity to seek to obtain a protective order.
- 3.2. Feedback. Tester may provide Juro with feedback, comments, or suggestions regarding the Test Services (**Feedback**). Juro may use Feedback without charge or limitation. By providing Feedback, Tester thereby assigns (or will procure the assignment of) all intellectual property rights in the Feedback with full title guarantee (including by way of present assignment of future intellectual property rights) to Juro.

- 3.3. Data protection. Both parties must comply with the DPA. As part of the Test Services, Juro may use subprocessors not set out in the DPA or materials referred to in it. Juro will inform the Tester of any such subprocessors (or categories of subprocessors) that will be involved in the Test Services.

4. Intellectual property

- 4.1. Tester IP. Tester or its licensors own all intellectual property in the Customer Data and any derivatives thereof that are provided to Customer as part of the Evaluation Services. Tester grants to Juro a worldwide, non-exclusive, royalty-free license to access and use the Customer Data and any other information, suggestions, or feedback provided by Tester to perform the Evaluation Services and to improve its services. Juro may sublicense the rights granted in this paragraph to its agents and contractors. Tester warrants that it is entitled to grant the licenses in this paragraph and that Juro's use of those rights in accordance with the Testing Agreement will not infringe anyone else's rights.
- 4.2. Juro IP. Juro or its licensors own all IP Rights in the Test Services and any improvements, enhancements, or modifications to them and all deliverables and work product (including drafts) created in providing the Test Services.
- 4.3. Usage Data. Usage Data means anonymized or aggregated technical or usage data relating to the use and performance of the Test Services. Usage Data is not Customer Data, and Juro may use and disclose Usage Data to improve its offerings, for development, diagnostic, and correction purposes, to train machine learning algorithms (on an aggregated and anonymized basis) and for its other data processes, and for other legitimate purposes. Juro will not disclose Usage Data in a manner that identifies Tester or any third-party entity or individual.

5. DISCLAIMERS AND LIMITATION OF LIABILITY

- 5.1. Test ServiceS ARE EXPERIMENTAL AND UNDER DEVELOPMENT. THE Test ServiceS ARE UNDER DEVELOPMENT AND MAY BE HIGHLY EXPERIMENTAL. THE Test ServiceS MAY NOT FUNCTION CORRECTLY OR AT ALL, AND MAY PRODUCE UNRELIABLE, INACCURATE OUTPUT. TESTER MUST NOT RELY ON THE Test ServiceS OR THEIR OUTPUT FOR ANY PURPOSE.
- 5.2. NO LEGAL ADVICE. JURO IS NOT A LAW FIRM AND IS NOT REGULATED AS ONE. JURO'S PERSONNEL ARE NOT TESTER'S LAWYERS AND DON'T GIVE LEGAL ADVICE ON WHICH TESTER OR ANYONE ELSE CAN RELY. TESTER'S USE OF THE Test ServiceS DOES NOT CREATE A LAWYER-CLIENT RELATIONSHIP. TESTER IS RESPONSIBLE FOR DECIDING IF ITS CONTRACTING ACTIVITIES USING THE Test ServiceS COMPLY WITH ANY FORMALITIES OR LEGAL OR REGULATORY REQUIREMENTS. JURO IS NOT RESPONSIBLE FOR ERRORS IN THE CONTENT OF TESTER'S CONTRACTS. JURO IS NOT RESPONSIBLE FOR DECIDING WHICH FORMALITIES OR LEGAL OR REGULATORY

REQUIREMENTS APPLY TO TESTER WHEN IT COMES TO EXECUTING, RETAINING, AND DELETING CONTRACTS. TESTER IS SOLELY RESPONSIBLE FOR DETERMINING WHETHER THE ELECTRONIC SIGNATURE GENERATED THROUGH THE SERVICES IS SUFFICIENT FOR ANY PARTICULAR KIND OF DOCUMENT IN ANY GIVEN JURISDICTION, AND JURO'S ONLY RESPONSIBILITY WITH REGARDS TO VALIDATING A SIGNATURE IS TO PROVIDE A COPY OF THE DATA IT RECORDS REGARDING SUCH SIGNATURES. JURO WILL NOT BE LIABLE FOR ANY ALLEGED LOSS ARISING FROM ANY INVALIDITY OF ANY ELECTRONIC SIGNATURE.

- 5.3. CONTENT. JURO DOES NOT CONTROL CONTENT POSTED IN OR USING THE Test ServiceS, INCLUDING TESTER'S DATA. JURO DOES NOT GIVE ANY REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY, COMPLETENESS, CURRENCY, CORRECTNESS, RELIABILITY, INTEGRITY, USEFULNESS, QUALITY, FITNESS FOR PURPOSE OR ORIGINALITY OF THE CONTENT OR TESTER'S DATA. TESTER IS SOLELY RESPONSIBLE FOR THE RESULTS ACHIEVED USING THE Test ServiceS AND FOR THE CONCLUSIONS THAT TESTER 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 TESTER IN CONNECTION WITH THE Test ServiceS, OR ANY ACTIONS JURO TAKES AT TESTER'S DIRECTION.
- 5.4. AI MAKES MISTAKES. AI MAY PRODUCE INCORRECT OUTPUT THAT DOES NOT ACCURATELY REFLECT REAL PEOPLE, PLACES, FACTS OR LAWS (INCLUDING LEGAL AUTHORITIES). TESTER MUST USE HUMAN REVIEW TO IDENTIFY AND CORRECT ERRORS IN ANY AI OUTPUT BEFORE USING OR RELYING ON IT FOR ANY PURPOSE.
- 5.5. GENERAL DISCLAIMERS. JURO DOES NOT WARRANT THAT TESTER'S USE OF THE Test ServiceS WILL BE UNINTERRUPTED OR ERROR-FREE; AVAILABLE, UP-TO-DATE OR MAINTAINED; COMPATIBLE OR OPERATE CORRECTLY WITH ANY PARTICULAR SOFTWARE, HARDWARE OR OTHER SYSTEMS; SECURE OR MEET TESTER'S NEEDS (WHETHER OR NOT SUCH NEEDS HAVE BEEN COMMUNICATED TO JURO). JURO IS NOT RESPONSIBLE FOR DELAYS, DELIVERY FAILURES, OR ANY OTHER LOSS CASUED BY THE TRANSFER OF DATA OVER COMMUNICATIONS NETWORKS AND FACILITIES, INCLUDING THE INTERNET. TESTER ACKNOWLEDGES THAT THE Test ServiceS ARE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF COMMUNICATIONS NETWORKS AND FACILITIES. JURO IS NOT RESPONSIBLE FOR ANY LOSS, DESTRUCTION, ALTERATION OR DISCLOSURE OF TESTER'S DATA CAUSED BY ANY THIRD PARTY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, JURO PROVIDES THE Test ServiceS ON AN "AS IS" AND "AS AVAILABLE" BASIS AND MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE Test ServiceS, INCLUDING ANY IMPLIED WARRANTIES

OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

- 5.6. LIMITATIONS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL JURO BE LIABLE FOR ANY: (A) INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, BUSINESS, REPUTATION, OR DATA) IN CONNECTION WITH THE TESTING AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) TOTAL AMOUNTS EXCEEDING \$1; IN EACH CASE WHETHER ANY ALLEGED DAMAGES ARISE OUT OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY. UNLESS TESTER NOTIFIES JURO THAT IT INTENDS TO MAKE A CLAIM WITHIN 30 DAYS AFTER THE EVENT GIVING RISE TO THE CLAIM, THEN JURO WILL HAVE NO LIABILITY FOR THAT EVENT. TESTER'S NOTICE WILL IDENTIFY THE EVENT AND GROUNDS FOR THE CLAIM IN REASONABLE DETAIL.

6. Notices

- 6.1. Any notice given to a party under or in connection with this Agreement must be in writing and must be:
- 6.1.1. delivered by hand or next working day delivery service at its principal place of business; or
 - 6.1.2. sent by email to the following addresses (or an address substituted in writing by the party to be served):
 - 6.1.2.1. Juro: support@juro.com; and
 - 6.1.2.2. Tester: the email address that accepted these terms.
- 6.2. Any notice is deemed received:
- 6.2.1. if delivered by hand, at the time the notice is left at the proper address; or
 - 6.2.2. 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
 - 6.2.3. 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.
- 6.3. This clause 6 does not apply to the service of any proceedings or other documents in any legal action, arbitration or any other method of dispute resolution.

7. General legal terms

- 7.1. 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 Testing Agreement without the prior written consent of the other party.
- 7.2. Entire agreement. The Testing 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.
- 7.3. No reliance. Each party acknowledges that, in entering the Testing Agreement, it does not rely on anything that is not set out in the Testing Agreement.
- 7.4. Variations. Juro may vary the terms of the Testing Agreement by giving notice to the Tester. Continued use of the Test Services by the Tester after the notice constitutes agreement to the varied terms. No other variation of the Testing Agreement is valid unless it is in writing and signed by the parties.
- 7.5. Waiver. No failure or delay by a party to exercise any right or remedy provided under the Testing 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.
- 7.6. 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 7.6 does not affect the validity or enforceability of the rest of the Testing Agreement.
- 7.7. Counterparts. The Testing Agreement may be executed in counterparts, each of which when executed constitutes a duplicate original, but the counterparts together constitute the same agreement. Electronic signatures and agreement by email are valid methods of execution.
- 7.8. No partnership. Nothing in the Testing 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.
- 7.9. Third party rights. A person who is not a party to the Testing Agreement does not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.
- 7.10. Governing law and jurisdiction. The construction, validity and performance of the Testing 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.

8. Definitions and interpretation

- 8.1. In the Testing Agreement, the following definitions not defined elsewhere apply:

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, and includes AI-enabled features within the Test Services.

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.

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

Juro Platform means the online contract automation platform provided by Juro for the purpose of enabling users to generate, negotiate, electronically sign and manage contracts, and with which the Test Services may interact or integrate.

Receiving Party is defined in the definition of Confidential Information.

- 8.2. In the Agreement, the following rules of interpretation apply:

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

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

8.2.3. References to one gender include all genders.

8.2.4. 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.

8.2.5. References to clauses are to clauses in the Testing Agreement. The DPA has effect as if set out in full in the body of the Testing Agreement and any reference to the Testing Agreement includes the DPA.

8.2.6. 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.

9. 15.2.7. A reference to written or in writing includes email but not fax, SMS, WhatsApp or any other social media.