

Master Services Agreement

This Master Services Agreement (**MSA**) is entered into between Juro Online Limited, a company incorporated in England and Wales under company number 09684844 whose registered office is at 1 Long Lane, London SE1 4PG, United Kingdom (**Juro, we, us, our**) and the applicable customer (**Customer, you, your**) entering into an order form that references this MSA (**Order Form**). The **Agreement** consists of this MSA, the Order Form, the SLA, the AI Addendum, and any data processing agreement entered into between the parties (**DPA**). In the event of any conflict between the terms of the MSA, Order Form, the SLA, AI Addendum, and DPA, such conflicts will be resolved in the following order of priority: first, the DPA, then the Order Form, then the SLA, then the AI Addendum, and finally the MSA.

1. Definitions.

Capitalized terms not otherwise defined herein have the following meanings:

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

AI means artificial intelligence.

AI Addendum means the AI Addendum set out in Schedule 2 to the Agreement.

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

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

Effective Date means the date the Order Form has been executed by both parties.

Hosted Services means the non-transferable right to access the Juro Platform.

Implementation Services means any implementation services described in the implementation plan set out in the Order Form.

Inflation Index means the US Bureau of Labor Statistics Consumer Price Index (All Items).

Input means any data or content submitted by Customer to any AI Feature.

IP Rights 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 Platform means the online contract collaboration 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.

Services means the Hosted Services, Support Services, and any Implementation Services.

SLA means the service level agreement set forth in Schedule 3.

Support Services means any support services described in the implementation plan set out in the Order Form.

2. Services.

- 2.1. Generally. Subject to the terms and conditions of the Agreement, Juro will provide the Services during the Term and solely for Customer's internal business operations. Juro will provide the Services with reasonable skill and care. Juro will use reasonable efforts to maintain the availability of the Hosted Services, but does not guarantee that the Juro Platform will be available 100% of the time. Juro may update or maintain the Hosted Services at any time, including by modifying the features and functionality of the Hosted Services. 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.
- 2.2. Out of scope. If Juro agrees to provide services outside the scope of the Services, Juro may charge Customer for these additional services on a time and materials basis. Juro is not required to provide additional services. Juro will not provide any additional services, unless Customer has first approved Juro's quotation for doing so in writing.
- 2.3. Customer responsibilities. Customer will: (a) provide Juro with any reasonable access, information, and other cooperation Juro reasonably requires to provide the Services (for example, security access information and configuration information); (b) comply with applicable laws in connection with the Agreement; (c) obtain and maintain all licenses, consents and permissions necessary for Customer to access the Services; and (d) use reasonable efforts to prevent unauthorized access to, or use of, the Services. If Customer becomes aware of any unauthorized access or use, Customer will notify Juro promptly. If Customer fails to provide any necessary cooperation 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 Customer for the delay or failure to perform the affected obligations.
- 2.4. Restrictions. Customer will not, and will ensure its users do not, directly or indirectly: (a) sell, lease, license, sublicense, or otherwise make the Juro Platform available to any third party or use the Juro Platform for any external or commercial purposes; (b) use manual or automated means to trawl, mine, scrape, frame, or mirror the Juro Platform, or attempt to copy or duplicate the Juro Platform; (c) decompile, disassemble, reverse engineer, or attempt to access the Juro

Platform's source code (except as permitted by applicable law), or use the Juro Platform to create any derivative works thereof or develop any competing offering; (d) upload, transmit, or submit any viruses, malware, or malicious code, or other harmful materials to the Juro Platform, or otherwise interfere with the operation of the Juro Platform; (e) attempt to gain any unauthorized access to the Juro Platform or any part thereof; (f) use the Juro Platform for any unlawful purpose or in an unlawful manner or for any unlawful purpose; (g) remove any trademark or copyright notices contained in the Juro Platform; (h) provide any false or misleading information or any information it does not have the right to provide; (i) store payment card information in the Juro Platform; or (j) perform any security or penetration testing, or benchmarking analysis, of the Juro Platform without Juro's prior written consent. Juro may remove or disable Customer's access to any material that does not comply with this paragraph.

- 2.5. Data privacy. Both parties will comply with the DPA and any data privacy laws applicable to their provision or use of the Services.
- 2.6. Business continuity. Juro undertakes regular backups of the Hosted Services, including the Customer Data, for its own business continuity purposes. Customer will also implement its own reasonable business continuity procedures for the Customer Data in line with good industry practice.

3. Fees.

- 3.1. Invoicing and payment. Customer will pay to Juro the fees set out in the Order Form and any fees agreed by the parties in writing for additional services (**Fees**). All amounts set out in the Agreement are exclusive of sales, use, and other similar taxes (excluding taxes on Juro's income or property), which Customer will pay to Juro in addition to and at the same time as the Fees. Juro will invoice Customer for the Fees on or around the Effective Date and annually thereafter. Customer will pay each invoice in full within the time period set out in the Order Form.
- 3.2. No withholding. Customer will 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 Customer is required by law to make a deduction or withholding, Customer will 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.
- 3.3. Late payment. If Customer does not pay the Fees in full on the due date for payment, then, without limiting Juro's other remedies, Juro may: (a) charge interest on the overdue amount, calculated daily at the rate of 1% per month from the due date for payment until payment (whether before or after judgment); and (b) initiate

collections proceedings against Customer (and Customer will be responsible for any costs of collections).

- 3.4. Excess usage. If Customer exceeds the limits set out in an Order Form, Juro may invoice Customer for, and Customer will 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).
- 3.5. Increases. At the start of each Renewal Period, the Fees (after any discounts are removed) automatically increase by an amount equal to the then-current annual growth rate in the Inflation Index plus 5 percentage points.

4. Term and termination.

- 4.1. Term. The Agreement commences on the Effective Date and will continue until the end date set out in the Order Form (**Initial Period**). After the Initial Period this Agreement may be renewed by both Parties, before expiry of the then-current Term, signing a new Order Form under this MSA for successive periods of 12 months each (each a **Renewal Period**, and together with the Initial Period, the **Term**). Unless such an Order Form is signed by both parties before expiry of the then-current Term, the Agreement will expire automatically on expiry of the then-current Term.
- 4.2. Termination. Either party may terminate the Agreement immediately for cause if the other party materially breaches this Agreement and does not cure such breach (if reasonably susceptible to cure) within 30 days from receipt of written notice thereof. Juro may terminate the Agreement immediately if Customer does not pay any overdue amount within 14 days from receipt of written notice thereof.
- 4.3. Suspension. Juro may immediately suspend Customer's access to the Juro Platform if: (a) Customer breaches Section 2.4; or (b) Customer fails to pay any amount when due and remains in default 14 days after receiving notice of non-payment from Juro; or (c) Juro determines in good faith that such suspension is necessary to avoid possible harm to Juro's, Customer's, or any third party's property, systems, or information. Juro will promptly notify Customer of the suspension and reason therefor, and will restore access as soon as commercially feasible once the underlying issue is resolved.
- 4.4. Effect of termination. Termination or expiration of the Agreement will not affect any already-accrued obligations or liabilities. Sections 2.4, 3, 4.4, and 5 through 10 will survive the termination or expiration of the Agreement. On expiration or termination of the Agreement for any reason: (a) Customer will pay the Fees in full for the Services up to and including the termination date; and (b) all licenses granted to Customer under the Agreement terminate and Customer will immediately stop

using the Services. Within 60 days after termination of the Agreement, 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 will deliver the back-up to Customer in Juro's standard format, which (at the date of the Agreement) is .pdf and .csv. Juro must only use a commonly-used format to provide the back-up. If Customer does not notify Juro within the 60-day period, Juro may destroy or otherwise dispose of the Customer Data.

5. Confidentiality.

- 5.1. 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. Without limiting the generality of the foregoing, Customer's Confidential Information includes the Customer Data, and Juro's Confidential Information includes non-public information regarding the Juro Platform. 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 the Recipient; (c) is or was lawfully received by Recipient from a third party without confidentiality obligations; (d) can be established by written documentation to have been independently developed by Recipient without access to the Confidential Information; or (e) is a public record as defined by Chapter 132 of the North Carolina General Statutes.
- 5.2. Protection. Recipient will only use Confidential Information to perform its obligations or exercise its rights under the Agreement. Recipient will not disclose Confidential Information to any individuals or entities except for its and its Affiliates' officers, employees, agents and representatives who have a need to know such Confidential Information and who are bound by confidentiality obligations at least as protective as those set forth herein. Recipient will 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, or so long as such Confidential Information is protected as a trade secret under applicable law.
- 5.3. 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 will, 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.

- 5.4. Return or destruction. At Discloser's request upon termination of the Agreement, Recipient will 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.

6. Intellectual property.

- 6.1. Customer IP. Customer or its licensors own all IP Rights in the Customer Data and any derivatives thereof that are provided to Customer as part of the Services. Customer 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 Customer to perform and improve the Services. Juro may sublicense the rights granted in this paragraph to its agents and contractors, in each case solely to the extent necessary to enable Juro to perform and improve the Services. Customer warrants that it is entitled to grant the licenses in this paragraph and that Juro's use of those rights in accordance with the Agreement will not infringe anyone else's rights.
- 6.2. Juro IP. Juro or its licensors own all IP Rights in: (a) the Services, the Juro Platform and any improvements, enhancements, or modifications to them; (b) the Juro name and logo; and (c) all deliverables and work product (including drafts) created in providing the Implementation Services.
- 6.3. Cookies and similar technologies. Customer consents to Juro using cookies and similar technologies to monitor, store and use information from devices used by Customer's users relating to the 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.
- 6.4. Feedback. Juro may use any feedback and suggestions for improvement provided by Customer and its users (**Feedback**) without charge or limitation. By providing Feedback, Customer thereby assigns (or will procure the assignment

of) all IP in the Feedback with full title guarantee (including by way of present assignment of future IP) to Juro.

7. IMPORTANT DISCLAIMERS.

- 7.1. NO LEGAL ADVICE. JURO IS NOT A LAW FIRM AND IS NOT REGULATED AS ONE. JURO'S PERSONNEL ARE NOT CUSTOMER'S LAWYERS AND DON'T GIVE LEGAL ADVICE ON WHICH CUSTOMER OR ANYONE ELSE CAN RELY. CUSTOMER'S USE OF THE SERVICES DOES NOT CREATE A LAWYER-CLIENT RELATIONSHIP. CUSTOMER MAY USE THE HOSTED SERVICES FOR ITS CONTRACTING ACTIVITIES. 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 CUSTOMER'S CONTRACTS. JURO IS NOT RESPONSIBLE FOR DECIDING WHICH FORMALITIES OR LEGAL OR REGULATORY REQUIREMENTS APPLY TO CUSTOMER WHEN IT COMES TO EXECUTING, RETAINING, AND DELETING CONTRACTS. CUSTOMER 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.
- 7.2. CONTENT. JURO DOES NOT CONTROL CONTENT POSTED IN OR USING THE SERVICES, INCLUDING CUSTOMER 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 CUSTOMER DATA. CUSTOMER IS SOLELY RESPONSIBLE FOR THE RESULTS ACHIEVED USING THE SERVICES AND FOR THE CONCLUSIONS THAT 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 CUSTOMER IN CONNECTION WITH THE SERVICES, OR ANY ACTIONS JURO TAKES AT CUSTOMER'S DIRECTION.
- 7.3. GENERAL DISCLAIMERS. JURO DOES NOT WARRANT THAT CUSTOMER'S USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. 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. CUSTOMER ACKNOWLEDGES THAT THE 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 CUSTOMER DATA CAUSED BY ANY THIRD PARTY, EXCEPT THOSE THIRD PARTIES ENGAGED BY JURO TO MAINTAIN AND BACK UP CUSTOMER DATA. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT AS EXPRESSLY SET FORTH HEREIN, JURO PROVIDES THE JURO PLATFORM AND THE SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS AND MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE JURO PLATFORM OR THE SERVICES, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR NON-INFRINGEMENT.

8. Indemnification. Not used.

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 CUSTOMER TO JURO 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.

9.2. NO LIMITS ON SPECIFIC CLAIMS. NOTHING IN THE AGREEMENT LIMITS: (A) CUSTOMER'S OBLIGATION TO PAY THE FEES; OR (B) EITHER PARTY'S LIABILITY FOR INFRINGEMENT OF THE OTHER PARTY'S IP.

10. General.

10.1. Force majeure. Juro will not 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 other natural hazards outside of human control for which no person or

persons can be held responsible, strikes or work stoppages, acts of war or terrorism, telecommunications disruptions, pandemics or epidemics, quarantines, or other government orders.

- 10.2. Notices. Notices will be considered properly received: (a) when delivered, if delivered in person; (b) one business day after dispatch, if dispatched by an overnight delivery service that provides signed acknowledgement of receipt; (c) three business days after deposit, if sent by certified or registered first class mail, postage prepaid, return receipt requested; or (d) upon acknowledgement of receipt or one business day after submission (if no automated delivery failure or out of office response is received), whichever is sooner, if sent by email. Notices will be sent to the addresses set forth in this MSA or the applicable Order Form, provided either party may update its address for notice by providing notice to the other party in accordance with this paragraph. Notices sent by email will be sent to Juro at support@juro.com and to Customer at the then-current contact email address for its account.
- 10.3. 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.
- 10.4. Severability. Should any provision of the Agreement be 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.
- 10.5. 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.
- 10.6. 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.
- 10.7. Governing law. The Agreement will be governed by the laws of the State of North Carolina, without regard to its conflicts of laws principles.

- 10.8. 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 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 Juro and accepted by an admin user of Customer 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.
- 10.9. Execution. 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.
- 10.10. E-Verify. Juro represents, as at the date of this Agreement, that it is exempt from the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify).
- 10.11. Anti-Human Trafficking. Juro warrants and agrees that no labor supplied by Juro or Juro's subcontractors in the performance of this Agreement shall be obtained by means of deception, coercion, intimidation or force, or otherwise in violation of North Carolina law, specifically Article 10A, Subchapter 3 of Chapter 14 of the North Carolina General Statutes, Human Trafficking.
- 10.12. Nondiscrimination. Pursuant to Section 3-2 of the Town of Apex Code of Ordinances, Juro hereby warrants and agrees that Juro will not discriminate against a protected class in employment, subcontracting practices, or the solicitation or hiring of vendors, suppliers, or commercial customers in connection with this Agreement. For the purposes of this Agreement "protected class" includes age, race, religious belief or non-belief, ethnicity, color, national origin, creed, sex, sexual orientation, gender identity, marital status, natural hair style, genetic information, pregnancy, familial status, disability, veteran or military status, or disabled veteran status.
- 10.13. Nonappropriation. Notwithstanding any other provisions of this Agreement, the parties agree that payments due hereunder from the Customer are from appropriations and monies from the Town of Apex Town Council and any other governmental entities. In the event sufficient appropriations or monies are not made available to the Customer to pay the terms of this Agreement for any fiscal

year, this Agreement shall terminate immediately without further obligation of the Customer.

Juro

Customer (Town of Apex)

Name: _____
Name of Contractor (type or print)

Randal E. Vosburg, Town Manager

By: _____
(Signature)

Attest:

Title: _____

Allen L. Coleman, CMC, NCCCC

Attest:

Town Clerk

(Secretary, if a corporation)

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Antwan Morrison, Finance Director

Schedule 1 - Data Processing Agreement

1. California.

To the extent that Juro processes on behalf of Customer any personal information in scope of the California Consumer Privacy Act of 2018 (**CCPA**), as amended by the California Privacy Rights Act of 2020, and its implementing regulations (collectively, the **CPRA**) (such personal information being **California Personal Information**), the provisions of this paragraph 1 apply.

- 1.1. Juro will not sell or share California Personal Information that it collects (as that term is defined in the CPRA) under the Agreement.
- 1.2. The specific business purpose (as that term is defined in the CPRA) for which Juro processes California Personal Information under the Agreement is to provide, manage and secure the Services, and Customer discloses the California Personal Information to Juro for the limited and specified business purposes set out in the Agreement.
- 1.3. Juro will not retain, use, or disclose the California Personal Information that it collects under the Agreement for any purpose other than for the business purposes specified in the Agreement, unless permitted by the CPRA.
- 1.4. Juro will not retain, use, or disclose the California Personal Information that it collects under the Agreement for any commercial purpose (as that term is defined in the CPRA) other than the business purposes specified in the Agreement, unless permitted by the CPRA.
- 1.5. Juro will not retain, use, or disclose the California Personal Information that it collects under the Agreement outside the direct business relationship between Juro and Customer, unless permitted by the CPRA.
- 1.6. Juro will comply with all applicable sections of the CPRA, including - with respect to the California Personal Information that Juro collects under the Agreement - providing the same level of privacy protection as required of businesses by the CPRA.
- 1.7. Juro grants Customer the right to take reasonable and appropriate steps to ensure that Juro uses the California Personal Information that it collects under the Agreement in a manner consistent with Customer's obligations under the CPRA.
- 1.8. Juro will notify Customer if it determines that it can no longer meet its obligations under the CPRA.

- 1.9. Juro grants Customer the right, upon notice, to take reasonable and appropriate steps to stop and remediate Juro's unauthorized use of California Personal Information.
- 1.10. Juro will enable Customer to comply with consumer requests made under the CPRA. Customer will inform Juro of any consumer request made under the CPRA with which Customer must comply, and provide the necessary information for Juro to comply with the request.
- 1.11. Notwithstanding paragraph 1.2, Customer agrees that Juro may engage other service providers (as that term is defined in the CPRA) to assist in providing the Services to Customer (**Sub-Processors**). A list of Juro's current Sub-Processors can be found in [Juro's privacy policy](#).

2. Virginia.

To the extent that Juro processes on behalf of Customer any personal data in scope of the Virginia Consumer Data Protection Act (**VCDPA**) (such personal data being **Virginia Personal Data**), the provisions of this paragraph 2 apply.

- 2.1. Juro will ensure that each person processing Virginia Personal Data is subject to a duty of confidentiality with respect to the Virginia Personal Data.
- 2.2. At Customer's discretion (as set out in Section 4.4 of the MSA), Juro will delete or return all Virginia Personal Data to Customer as requested at the end of the provision of the Services, unless retention of the Virginia Personal Data is required by law.
- 2.3. If Customer reasonably requests it, Juro will make available to Customer all information in its possession necessary to demonstrate its compliance with the obligations under the VCDPA.
- 2.4. Juro will allow, and cooperate with, reasonable assessments by Customer or Customer's designated assessor. Alternatively, Juro may arrange for a qualified and independent assessor to conduct an assessment of Juro's policies and technical and organizational measures in support of the obligations under the VCDPA using an appropriate and accepted control standard or framework and assessment procedure for such assessments. Juro will provide a report of such assessment to Customer upon request.
- 2.5. Juro will ensure that any subcontractors engaged in the processing of Virginia Personal Data are engaged under a written contract in accordance with the VCDPA that requires the subcontractor to meet Juro's obligations with respect to the Virginia Personal Data.

3. Certification.

Juro understands the restrictions in this DPA and agrees to comply with them.

Schedule 2 - AI Addendum

1. Purpose.

This Schedule 2 applies to Customer's use of any AI-enabled feature made available by Juro, whether in the Juro Platform, via an API or otherwise (each an **AI Feature**). The AI Features are part of the Hosted Services.

2. Customer Content.

2.1. Customer owns Customer Content. Customer may provide input to the AI Features (**Input**), and receive output from the AI Features based on the Input (**Output**). Input and Output are together referred to as **Customer Content**. As between Juro and Customer, and to the extent permitted by law, Customer: (a) retains all ownership rights in the Input; and (b) owns all the Output. Juro hereby assigns to Customer all its right, title and interest (if any) in and to the Output.

2.2. Juro may not train models using Customer Content. Juro may only use the Customer Content as necessary to provide the Services to Customer, comply with applicable laws, and to enforce its rights under the Agreement. Juro may permit its technology providers to review Customer Content solely for debugging purposes, and to monitor for and prevent abuse and harm. Juro will not use the Customer Content to develop or improve any AI models.

2.3. Similar output is not Customer Content. 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's Output. Juro's assignment of Output above does not include other users' output.

3. Restrictions on use.

Customer must not (and must ensure its users do not): (a) use the AI Features or Customer Content illegally; (b) send to the AI Features any personal information of children under 13 or the applicable age of digital consent; (c) use Output to develop AI models that compete with Juro; (d) use any method to extract data from the AI Features other than those permitted under the Agreement; or (e) misrepresent the Output as human-generated when it is not.

4. Disclaimers.

4.1. AI FEATURES MAKE MISTAKES. AI FEATURES MAY PRODUCE INCORRECT OUTPUT THAT DOES NOT ACCURATELY REFLECT REAL PEOPLE, PLACES, FACTS OR LAWS (INCLUDING LEGAL AUTHORITIES). CUSTOMER MUST USE HUMAN REVIEW TO IDENTIFY AND CORRECT ANY ERRORS IN THE OUTPUT BEFORE USING THE OUTPUT FOR ANY PURPOSE.

4.2. WARRANTIES ARE EXCLUDED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE AI FEATURES AND THE OUTPUT ARE PROVIDED “AS IS”. JURO MAKES NO WARRANTIES (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) WITH RESPECT TO THE AI FEATURES AND OUTPUT, AND DISCLAIMS ALL WARRANTIES (INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NON-INFRINGEMENT, QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF A COURSE OF DEALING OR TRADE USAGE).

5. Termination and suspension of AI Features.

- 5.1. Juro may terminate Customer’s access to AI Features immediately and without liability by giving notice to Customer: (a) if Customer materially breaches the Agreement; (b) if there are changes in Juro’s relationships with third party technology providers; or (c) to comply with the law or government requests.
- 5.2. Juro may suspend Customer’s access to AI Features immediately and without liability by giving notice to Customer if: (a) Customer breaches the Agreement; (b) Customer’s use of the AI Features poses a security risk to Juro or any third party; or (c) Juro reasonably suspects that Customer’s use of the AI Features is fraudulent or could subject Juro or any third party to liability, but in each case Juro will use reasonable efforts to restore Customer’s access to the AI Features as soon as commercially feasible after the circumstances giving rise to the suspension are resolved.
- 5.3. Any termination or suspension of AI Features under this paragraph 5 does not entitle Customer to any reduction, refund, or credit of Fees.

Schedule 3 - Service Level Agreement

1. Definitions.

In this Schedule 3:

Available / Availability means that the core functionality of the Hosted Services is available for us by Customer, calculated as follows:

$$A = (PU - X) / (PU) \text{ (x 100 to be expressed as a percentage)}$$

where:

A means Available

PU means Potential Uptime

X means the aggregate total minutes during the relevant month (excluding Downtime) during which the Hosted Services are not Available, as set out at status.juro.com

Customer Connectivity means the telecommunications and information technology equipment and infrastructure necessary to access the Hosted Services from Customer's location.

Downtime means any period of time, calculated in minutes, when the Hosted Services are not Available due to an Exclusion.

Exclusion means (i) a Force Majeure Event; (ii) emergency or planned maintenance of the Hosted Services; (c) any issue with Customer Connectivity; (d) any act or omission of Customer; and (e) any act or omission by, or issue with, hardware or software provided by, a third party engaged by or on behalf of Customer.

Force Majeure Event means an event or circumstances beyond Juro's reasonable control.

Potential Uptime means the total number of minutes during the relevant month.

Service Credits means the credits which are due to Customer where the Service Level is not achieved, as set out in paragraph 3.

Service Level means the Availability service level set out in paragraph 2.

2. Service Level.

Juro must achieve the following Service Level each month:

Description	Service Level
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Availability	Equal to or greater than 99%
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3. Service Credits.

3.1. If Juro fails to achieve the Service Level and Customer notifies Juro that it wishes to claim a Service Credit within 30 days after the end of the affected month, Customer is entitled to the following Service Credits in accordance with this paragraph 3:

Availability achieved in the month	Service Credit (as a percentage of the pro rata Fees attributable to the relevant month)
Level 1: Less than 99% but more than 98%	5%
Level 2: Less than or equal to 98% but more than 95%	10%
Level 3: Less than or equal to 95%	30%

3.2. Juro will apply the Service Credits as a deduction against Customer's next invoice or, if there are no remaining invoices from which to deduct, will pay the Service Credits to Customer within 30 days after receipt of Customer's claim.

3.3. THE SERVICE CREDITS ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE BY JURO TO ACHIEVE THE SERVICE LEVEL, IN EACH CASE WHETHER ANY ALLEGED LIABILITY ARISES OUT OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY.

4. Reporting.

Juro will monitor Availability and publish its performance at status.juro.com (or by any other means Juro notifies to Customer). The Availability published by Juro in accordance with this paragraph 4 is definitive for the purposes of assessing Juro's performance against the Service Level.