

# Community template provision terms

## 1. Who do these terms apply to?

- These terms apply as a contractual agreement between
  - **JTL** - Juralio Technology Ltd, Scottish company number SC571514
  - **You** - an individual or organisation providing a template and its content to JTL for the purpose of it being published by JTL on the Juralio software platform and made accessible to any user of that platform

**Note:** for the terms relating to community templates which apply to customers of JTL using such templates, please see the Apache 2.0 licence and section 22 of the Juralio product terms.

## 2. IP and licensing

- By submitting a community template to JTL for publication, you irrevocably authorise JTL to publish the template and its content
  - on the Juralio software platform, accessible to Juralio customers
  - elsewhere (e.g. github) in spreadsheet format, accessible to anyone
- You also irrevocably agree that
  - JTL will indicate to its customers, users and anyone else (including to the general public) that your template and its content are licensed by you on [Apache 2.0 licence](#) terms.
  - JTL is itself a licensee of such a template and its content under the Apache 2.0 licence.
- You confirm to JTL that you are the owner of the IP in the template and its content, or otherwise legally entitled to authorise JTL to publish the template and its content on Apache 2.0 licence terms.
- You remain free to publish the template and its content. If you publish a variant elsewhere, that variant will not be covered by the Apache 2.0 licence terms above unless you also submit that variant to JTL for publication on the Juralio software platform.

### **3. No payment**

- No payment is due from JTL to you or vice versa. This is because the parties recognise that there are benefits to both of JTL publishing such content.
- JTL will not charge its customers or anyone else for access to the templates provided by you, over and above the fees which its customers pay to use the Juralio software platform.

### **4. Updating and withdrawal of templates**

- You may from time to time update the template but have no obligation to do so.
- JTL may in its discretion refuse to publish a template, or may withdraw it, or part of it, from publication. Without limitation, this may be because JTL is concerned about quality, appropriateness, up-to-dateness or your legal right to some or all of the template content.
- JTL will not amend the template or its content without your consent, but may in its discretion include language and links to communicate legally relevant information to Juralio users, such as the Apache 2.0 licence terms and the disclaimer by you and JTL of legal responsibility.

### **5. Marketing and branding**

- JTL and you may each publicise the publication and availability on the Juralio software platform of your template and its content.
- For this purpose, the parties may use each other's trade marks so long as it is made clear in marketing material that you are the content provider and that JTL is publishing it on the Juralio software platform.
- JTL and you need not seek each other's specific approval of such marketing material, but it must be truthful, not denigrate the other party and not undermine the other party's reputation or brand. If one party is unhappy with references to it in the other party's marketing material, it may in its discretion publish a clarifying statement and may require the other party to withdraw such material from publication.
- It shall be a matter for JTL to decide on the design of community templates as they appear to Juralio users, but the design shall include a logotype of your choice on the card which appears to Juralio users in the Juralio templates gallery. JTL may in its discretion update the design for community templates.

## **6. Disclaimer of your liability**

- You don't assume any legal responsibility to JTL or to JTL's customers, or to anyone else, for the templates which you supply. It is understood that such content illustrates possible processes and related topics for people to take inspiration from, but that they should not rely on it, and should take advice from someone qualified if unable to assess its suitability.

## **7. Amendment of these terms**

- JTL may amend these terms.
- However, unless agreed in writing with you, amendments will only apply to templates submitted after the date of the amendment. If an updated version of a template is supplied after the amendment date, the amended terms shall apply to it.

## **8. Termination**

- As this agreement envisages irrevocable licences and no payment in either direction, it is not terminable by either party but will terminate automatically if and when no more community templates provided by you are published on the Juralio software platform.

## **9. Governing law**

- English law governs this agreement and related non-contractual issues.

## **10. Dispute resolution**

- All disputes arising out of or in connection with this agreement must be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with those Rules.
- The legal place of arbitration will be London, but all hearings will be online unless the tribunal determines that there are exceptional reasons to hold a particular hearing in person.
- The arbitration will be conducted in English.

## **11. Documentation of agreement**

- This agreement comprises the entire agreement and understanding between the parties on its subject matter.
- In providing or receiving a community template, neither party relied upon any representation not expressly set out in this agreement. This does not exclude any liability for fraud.