

MSP Agreement

The “MSP Agreement” (or “MSPA”) includes the [DAASA Terms](#) and the MSP Terms below, together with this preamble paragraph, all Orders, addenda, and referenced attachments. JumpCloud may modify the MSP Terms at any time by posting updated versions of the MSP Terms on the Site. Such modifications become effective and binding on Customer thirty (30) days after the modifications are posted. Any continued Customer access to or use of the Service after the modifications have become effective will be deemed conclusive acceptance of the updated MSP Terms. Except to the extent expressly provided in an Order, the MSP Terms will take precedence over any conflicting or inconsistent terms and conditions accompanying any Order. In the event of a conflict or inconsistency between the MSP Terms and DAASA Terms, the MSP Terms will control, to the extent of the conflict or inconsistency. Any capitalized term that is not defined in the MSP Terms below has the meaning set forth in the DAASA Terms. All uses of “Customer” in the MSPA (including in the DAASA Terms) will mean the MSP that registers for or uses the Service or Professional Services as a managed service provider.

MSP TERMS

1. **Appointment.** MSP will use its best efforts to use the Service for all of its customers in the Territory, to market and promote the Service to End Customers (defined Section 2 below) in the territory identified in the Order (or if not so identified, the country of MSP’s headquarters) (“**Territory**”), and will use reasonable efforts to not use the Service, or market or promote the Service, outside of the Territory. Notwithstanding anything in the DAASA Terms or MSP Terms, MSP may not (a) appoint other MSPs or resellers, or (b) delegate or sublicense its rights to any third party. MSP represents that it is not, and commits that it will not be, subject to any pending or threatened litigation, governmental action, or contractual obligations which could interfere with its compliance with any of the terms in this Agreement. JumpCloud reserves the right to market, promote, and sell the Service directly and indirectly on a world-wide basis. For the avoidance of doubt, “User” in respect of MSP includes Users of MSP and End Customers and any access or use of the Service by any User is considered use or access by MSP.
2. **End Customer Agreements.** MSP’s right to access and provide access to the Service is subject to, conditioned upon, and MSP will require, the following: (a) each of MSP’s end customers that has access to or uses the Service through the MSP (“**End Customer**”) agrees to, and complies with, terms and conditions governing an End Customer’s access to or use of the Service (“**End Customer Agreement**”) that contains substantively the same terms (and is at least as protective of JumpCloud) as the then-current DAASA Terms, including the DPA referenced therein (and to the extent required by applicable law, MSP shall obtain consent from End Customers for JumpCloud to process Personal Data under this Agreement), (b) the End Customer meets all requirements for the use of the Service, (c) the End Customer must exclusively bring claims arising out of or in connection with the Service to MSP and not to JumpCloud, and (d) each End Customer Agreement will provide that JumpCloud is a third-party beneficiary thereof.

3. **MSP Relationship.** As used in the Agreement, “Customer Personal Data” will mean MSP’s Personal Data and the Personal Data in the End Customer’s “Customer Data” and JumpCloud will process all such Customer Personal Data pursuant to the terms of the DPA. Calculations and invoicing with respect to High-Water Marks will apply to MSP and, to the extent provided in an Order, to each of MSP’s End Customers. JumpCloud’s [Fair Use Policy](#) for under 10 Users will not apply to MSP or to any End Customer. An End Customer may only use the Service for its own internal business purposes and not for further resale or use on behalf of a third party (other than contractors using the Service in connection with services provided to the End Customer). If MSP previously agreed to a Channel Partner Agreement or other reseller or channel agreement with JumpCloud (“CPA”), any such CPA is hereby terminated in its entirety (except with respect to any surviving provisions) and this Agreement will exclusively apply to all Orders previously governed by such CPA.
4. **End Customer Account Administration.** MSP will provide JumpCloud with all necessary End Customer information for (and reasonably requested by) JumpCloud to provide access to the Service or to comply with applicable law. MSP is fully responsible for providing complete and accurate information to JumpCloud with respect to MSP and each End Customer, and JumpCloud is entitled to rely on the information provided by MSP.
5. **End Customer Pricing.** MSP will be entitled to determine the pricing offered to its End Customers for any part of the Service in its sole discretion but will require confidentiality regarding any disclosed JumpCloud-related pricing information.
6. **MSP Programs.** JumpCloud may announce and specify partner marketing or incentive programs and the additional terms that apply to the same on the Site or the portion of the Site made available to MSP containing pricing details, program information, and/or other information applicable to MSP’s account. To participate in any such additional programs, MSP must agree to and comply with all such terms.
7. **Audits.** JumpCloud or its designated representatives will have the right, during normal business hours and upon at least 10 days prior notice, to inspect MSP’s facilities and audit MSP’s records relating to MSP’s activities pursuant to this Agreement in order to verify that MSP has complied with this Agreement and MSP agrees to cooperate with JumpCloud to facilitate the same. The audit will be conducted at JumpCloud’s expense, unless the audit reveals that MSP has breached any material aspect of this Agreement, including, without limitation, any aspect of Sections 11.11 (Export) or 11.12 (ABAC) of the DAASA Terms, in which case MSP will reimburse JumpCloud for all reasonable costs and expenses incurred by JumpCloud in connection with such audit. Such audits will be conducted no more than once in any period of twelve consecutive months unless MSP is found to have breached the Agreement. JumpCloud will have the right to set off any amounts owed by JumpCloud to MSP against any amounts owed by MSP to JumpCloud.
8. **Support.** MSP will provide Level 1 Support for End Customers, and JumpCloud will provide Level 2 Support to MSP, with respect to the Service. “**Level 1 Support**” means all support services that are enabled by the support training or materials (e.g., resources, information, training etc.) JumpCloud has made available to MSP. “**Level 2 Support**” means all support services that are both (a) above and beyond Level 1 Support and (b) that MSP is incapable of providing. JumpCloud will provide support solely to the MSP

support contact(s) identified in the Order or approved by JumpCloud and will not be required to respond to directly to any End Customer or User.

9. **MSP Term.** The term of each Order will be described in such Order. Each Order will renew pursuant to Section 6.2 (Order Renewal) of the DAASA Terms unless a party has given the other party written notice of its intent to not renew such Order at least 60 days prior to the end of the then-current Order Term. JumpCloud may amend the terms of the Agreement (excluding pricing applicable to a then-extant Order) with any such amendment becoming effective 60 days after the same is made available to MSP. If MSP objects (which must be in a notice delivered to JumpCloud during such period) to the amended terms (other than any terms that apply to new or materially updated features of the Service) within such period, such amendments will not become effective and JumpCloud will have the right to terminate the Agreement by providing MSP with at least 60 days written notice. JumpCloud may update fees applicable to any part of the Service at any time, but those changes will not be effective as to a then-extant Order until the next anniversary of the effective date of the Order that is at least 45 days before such anniversary.
10. **MSP Termination.** Upon JumpCloud's termination pursuant to Section 6.3 (Termination) of the DAASA Terms due to MSP's uncured breach, JumpCloud or its designee may offer to all End Customers the opportunity to enter into Agreements for Service directly with JumpCloud or its designee. Upon any expiration or termination of this Agreement other than termination due to MSP's uncured breach, and so long as MSP complies with its ongoing obligations (including payment): (a) all of MSP's rights and licenses granted under this Agreement will be limited to those that are strictly necessary to continue to provide service or support to then-existing End Customers for up to 90 days, (b) JumpCloud will continue to provide the Service with respect to End Customers with active End Customer Agreements for up to 90 days, and (c) starting sixty (60) days prior to any expiration or termination of this Agreement, JumpCloud or its designee may offer each End Customer the opportunity to enter into an Agreement for the Service.
11. **Branding and License.** MSP will include the JumpCloud Marks in a prominent location on MSP's website, platform, and/or other channels as mutually agreed upon by the parties. JumpCloud hereby grants to MSP a non-exclusive, nontransferable, royalty-free and fully-paid license to use JumpCloud's trademarks, service marks, and logos designated by JumpCloud for use by MSP as permitted by this Agreement ("**JumpCloud Marks**") and other materials marked as preapproved by JumpCloud for use by MSP ("**Promotional Materials**") in the Territory solely in connection with promoting and advertising the Service in accordance with this Agreement. MSP will use the JumpCloud Marks and Promotional Materials in the form provided and in conformance with any branding guidelines and trademark usage policies provided, from time to time, by JumpCloud to MSP. MSP acknowledges JumpCloud's exclusive ownership of the JumpCloud Marks and Promotional Materials, and MSP agrees not to take any action inconsistent with such ownership and will cooperate, at JumpCloud's request and expense, in any action (including the conduct of legal proceedings) which JumpCloud deems necessary or desirable to establish or preserve JumpCloud's exclusive rights in and to the JumpCloud Marks and Promotional Materials. MSP will promptly inform JumpCloud of any known or reasonably suspected infringement or misappropriation of JumpCloud's trademarks or copyrights. MSP will not adopt, use, or attempt to register

any trademarks or trade names in any jurisdiction that are the same as or confusingly similar to the JumpCloud Marks or use the JumpCloud Marks in such a way as to create combination marks with the JumpCloud Marks. JumpCloud may terminate this license if, in JumpCloud's reasonable discretion, MSP's use of the JumpCloud Marks or Promotional Materials tarnishes, blurs or dilutes the quality associated with the JumpCloud Marks or the associated goodwill and such unauthorized use is not cured within five (5) days of notice of breach. At JumpCloud's request, MSP will furnish to JumpCloud samples of any materials upon or in relation to which the JumpCloud Marks or Promotional Materials is used for the purpose of confirming that the quality of such MSP materials is at least as high as that generally associated with the JumpCloud Marks and Promotional Materials. At JumpCloud's request, MSP will modify or discontinue any use of the JumpCloud Marks or Promotional Materials. MSP hereby grants to JumpCloud non-exclusive, nontransferable (except to the extent expressly permitted by the DAASA Terms), royalty-free and fully-paid license to use MSP's name and logo to the extent permitted herein. Each party may publicly announce that the other party is a strategic partner and list the other party as such on its website.

12. **Additional Exceptions to Limitation on Liability.** THE LIMITATIONS IN SECTION 10 (LIMITATION ON LIABILITY) OF THE DAASA TERMS DO NOT APPLY TO A PARTY'S INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS OR MSP'S BREACH OF SECTION 2 (END CUSTOMER AGREEMENTS) OF THE MSP TERMS OR SECTIONS 11.11 (EXPORT) OR 11.12 (ABAC) OF THE DAASA TERMS.
13. **Survival.** In addition to the surviving DAASA Terms Sections (as described in Section 6.5 (Effects of Termination) of the DAASA Terms), Sections 2 (End Customer Agreements), 7 (Audits), 10 (MSP Termination), 12 (Additional Exceptions to Limitation on Liability) of these MSP Terms will survive termination of the Agreement.