

JumpCloud, Inc.

Certification Agreement

BY CLICKING “I AGREE”, BY ACCESSING THE JUMPCLOUD MATERIALS, OR REGISTERING FOR OR TAKING AN ASSESSMENT (EACH AS DEFINED BELOW), YOU AGREE TO BE BOUND BY AND BECOME A PARTY TO THIS CERTIFICATION PROGRAM AGREEMENT (THE “AGREEMENT”). THIS AGREEMENT WILL BECOME EFFECTIVE ON THE EARLIER OF THE DATE YOU ACCEPT THIS AGREEMENT, ACCESS THE JUMPCLOUD MATERIALS, OR REGISTER FOR OR TAKE AN ASSESSMENT (“EFFECTIVE DATE”). IF YOU DO NOT AGREE WITH THE TERMS OF THIS AGREEMENT DO NOT ACCESS ANY JUMPCLOUD MATERIALS OR REGISTER FOR OR TAKE AN ASSESSMENT.

1. **DEFINITIONS.** Capitalized terms will have the meanings set forth in this Section 1, or in the section where they are first used.

1.1. “**Certification**” means a specific achievement of status granted to you by JumpCloud upon passing a particular Assessment in accordance with the terms of this Agreement. A Certification is earned and held by an individual, not a corporation or other entity.

1.2. “**Certification Badge**” means a JumpCloud Mark that JumpCloud grants to you for your use in association with the applicable Certification(s) you achieve.

1.3. “**Assessment**” means a JumpCloud examination that is taken in an effort to achieve a JumpCloud Certification.

1.4. “**JumpCloud**” means JumpCloud, Inc., a Delaware corporation.

1.5. “**JumpCloud Materials**” means all courses and related materials made available by JumpCloud in connection with the Assessments and Certifications including, simulations, study guides, course materials, videos, instructions, responses, answers, worksheets, drawings, and graphics.

1.6. “**Marks**” means JumpCloud’s trademarks, brand names, logos, domain names, and other designations of source, whether registered or unregistered, owned by JumpCloud. Each Certification Badge is a JumpCloud Mark.

2. ASSESSMENTS AND REGISTRATION

You must register for, take, and successfully pass the applicable Assessment to obtain a Certification. Information relating to Certifications and their associated Assessments (e.g. allotted time to complete the Assessment, permitted attempts, and score to pass) is located at: <https://jumpcloud.com/university/certifications>. Certifications build on each other, and you will be required to pass the preceding Certification Assessment before you can attempt to earn the next Certification. To register for an Assessment, you must have a current JumpCloud account, accept the terms of this Agreement, and pay any applicable Assessment fees. All Assessment fees paid are non-refundable. You represent and warrant that all registration information you provide is accurate and complete, and that you are the person registered to take the Assessment.

3. COMPLIANCE WITH AGREEMENT AND ASSESSMENT RULES

JumpCloud has established certain rules to ensure Assessments are fair, results are reliable, and to minimize any unfair advantage that may be gained by your or another's misconduct related to the Assessment process.

You agree to comply with the following "**Assessment Rules**":

- You will take each Assessment independently, without assistance from another person, and without use of or reference to written notes, published materials, testing aids, or any other material, including any JumpCloud Materials.
- You will not falsify your identity or impersonate another individual.
- You will not solicit or allow another person to take an Assessment on your behalf.
- You will not talk to or otherwise communicate with any other person, including other Assessment participants, live or virtually during an Assessment.
- You will not give, seek, or receive unauthorized assistance during an Assessment.
- You will not exploit any external equipment or internet assistance during an Assessment, by way of example but not limitation, mobile devices, third party websites, removable drives, cameras, recording devices, internet searches, books, notes, paper, or documents while taking an Assessment.
- You will not reproduce, use, or disclose any Assessment content or JumpCloud Materials in any form (digital, print, verbal) to anyone before, during, or after testing.
- You will not offer to sell, publish, display, distribute, disclose, or reproduce any part of any Assessment or JumpCloud Materials, by any means, including web postings, formal or informal preparation or discussion groups including chat rooms, reconstruction through memorization, study guides, or by any other method or in any manner.
- You will not create derivative works from any part of any Assessment or JumpCloud Materials.
- You will not engage in any conduct that is intended to, or results in, assisting or providing unfair advantage to others.
- You must not engage in any conduct that compromises the integrity, security, and confidentiality of an Assessment.

Your violation of this Agreement, including any of the Assessment Rules may result in the revocation of your Certification(s), termination of your license to use Certifications Badges, and/or suspension or termination of your JumpCloud account. JumpCloud may modify

4. ASSESSMENT ATTEMPTS

Your Assessment fees include three (3) attempts to pass the applicable Assessment. You cannot retake an Assessment more than once in a 24-hour period. If you fail to pass an Assessment after

three (3) attempts and you wish to attempt the Assessment again, additional fees and/or restrictions may apply.

5. PROPRIETARY RIGHTS; CONFIDENTIALITY

JumpCloud owns all right, title, and interest in and to the Marks, JumpCloud Materials, and Assessments, including all intellectual property rights contained therein. You acknowledge and agree that the Assessments and JumpCloud Materials, including the content contained therein, are JumpCloud's confidential and proprietary information. You agree to keep such information confidential and agree that you will not, nor permit others to, reproduce, use, transmit, publish, or disclose any Assessments or JumpCloud Materials, including the content contained therein, in any form for any purpose.

6. CERTIFICATION BADGES AND JUMPCLOUD MARKS

6.1. License Grant. Upon passing an Assessment, subject to the terms and conditions of this Agreement, JumpCloud will grant you a non-exclusive, non-transferable, non-assignable, non-sublicensable, personal, revocable license to use and display the applicable Certification Badge to designate yourself with the applicable Certification and to use the same to market, advertise, and promote yourself.

6.2. Restrictions. Your use of a Certification Badge is subject to the terms of this Agreement and you will use the Certification Badge and any other JumpCloud Marks provided to you in accordance with JumpCloud's then-current trademark guidelines. You may not use or reproduce any Marks in any manner that interferes with or diminishes the rights of JumpCloud in the same or in JumpCloud's reputation or goodwill in the Marks. You will not use a Certification Badge to engage in fraudulent conduct or to misrepresent yourself as having a Certification when you have not successfully earned that status or if your Certification has expired or has been terminated. You will not use the Marks in a way that may cause confusion about whether any products or services you offer are JumpCloud products or services or are performed on behalf of JumpCloud. Certifications and Certification Badges are not an endorsement of you by JumpCloud and you will not use a Certification Badge (or any content displayed in connection with or through it) in any manner that would constitute an endorsement of you by JumpCloud.

6.3 Ownership. JumpCloud's Marks, all goodwill associated therewith, and all rights thereto are solely owned by JumpCloud and will remain with JumpCloud.

7. TERM AND TERMINATION

7.1. Term. The term of this Agreement will begin on the Effective Date and continue until terminated in accordance with this Section 7 ("**Term**"). The term during which you may use your applicable Certification and Certification Badge will commence upon receiving notification from JumpCloud that you have passed the applicable Assessment and will continue for the duration of the Term, unless you earlier elect to cease use of any Certification Badge.

7.2. Termination by JumpCloud. JumpCloud may immediately terminate this Agreement and/or revoke any of your Certification(s) at any time by upon written notice if: (i) you breach this Agreement; (ii) in JumpCloud's determination, in its sole discretion, you have cheated on any Assessment, or have aided in the cheating on an Assessment; (iii) your JumpCloud account expires or is terminated; or (iv) you fail to complete any additional coursework or Assessments required to maintain your certification, if any.

7.3. Effect of Termination. Upon termination or expiration of this Agreement or the revocation of your Certification(s), all rights granted to you under this Agreement, including the right to use and display Certification Badges, will immediately terminate, and you will immediately cease using any Certification Badge you may have earned. Sections 5, 6.2, 6.3, 7.3, 8-10, and 12 will survive any termination or expiration of this Agreement.

8. **DISCLAIMER OF WARRANTY**

ALL ASSESSMENTS AND JUMPCLOUD MATERIALS ARE PROVIDED “AS IS” AND JUMPCLOUD EXPRESSLY DISCLAIM ANY REPRESENTATIONS, WARRANTIES, OR GUARANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT.

9. **LIMITATION OF LIABILITY**

IN NO EVENT WILL JUMPCLOUD BE LIABLE TO YOU FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOST PROFITS, ARISING OR IN ANY WAY RELATED TO: (A) THIS AGREEMENT, (B) ANY ASSESSMENT, CERTIFICATION, OR JUMPCLOUD MATERIALS, OR (C) RELATED TECHNICAL FAILURES OF ANY KIND, INCLUDING MALFUNCTIONS, INTERRUPTIONS, OR DISCONNECTIONS OR FAILURES OF NETWORK HARDWARE OR SOFTWARE, UNDER ANY CAUSE OF ACTION (INCLUDING NEGLIGENCE), WHETHER OR NOT JUMPCLOUD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, JUMPCLOUD’S AGGREGATE LIABILITY TO YOU WILL NOT EXCEED THE GREATER OF (I) ASSESSMENT FEES PAID BY YOU TO JUMPCLOUD UNDER THIS AGREEMENT, DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT FIRST GIVING RISE TO ANY SUCH LIABILITY, OR (II) ONE-HUNDRED FIFTY DOLLARS (\$150).

10. **INDEMNIFICATION**

You agree to indemnify, defend, and hold JumpCloud harmless against any losses, liabilities, damages, claims, and expenses (including attorneys’ fees and court costs) arising out of any claims, demands, actions, or suits, whatever their nature and however arising, which may be brought or made against JumpCloud in connection with your Certification or use of a Certification Badge.

11. **CERTIFICATION PROGRAM CHANGES**

JumpCloud may, in its sole discretion, change the Certification program at any time. Such changes will be posted at: <https://jumpcloud.com/university/certifications> and may include, adding or deleting available Certification(s), modifying Certification requirements, such as changing the passing score, or modifying Assessments. You may be required to complete additional coursework or take additional Assessments to maintain your Certification(s).

12. **GENERAL**

12.1. Notice. All notices required or permitted hereunder will be in writing delivered by email. If to JumpCloud, by emailing university@jumpcloud.com, and if to you, to your email address connected with your JumpCloud account or the email address provided by you during the Assessment registration (if different). Notices will be deemed effective when received.

12.2. Relationship. This Agreement does not create an employer-employee relationship, partnership, or agency between you and JumpCloud. Unless you are an employee of JumpCloud,

you will not act as, or represent yourself to be an agent, representative, or employee of JumpCloud, and you may not make any representation, warranty, or promise on behalf of JumpCloud.

- 12.3. Severability: Waiver. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such term or provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. Failure to enforce or a waiver by JumpCloud of one default or breach by you will not be considered a waiver of any subsequent default or breach.
- 12.4. Governing Law. This Agreement is governed by the laws of the State of Colorado, without giving effect to its conflicts of laws provisions. The exclusive jurisdiction of any suit arising out of, relating to, or in any way connected with this Agreement will be in the state or federal courts, as applicable, located in Denver, Colorado.
- 12.5. Modifications. JumpCloud may modify this Agreement at any time for any reason upon notice to you. JumpCloud will make a new copy of this Agreement available at: <https://jumpcloud.com/university/certifications> and update the “Last Updated” date below. Changes will not apply retroactively and will become effective no sooner than thirty (30) days after such notice is provided. If you do not agree to the modified Agreement, you should discontinue any access to or use of any JumpCloud Materials and not register for or take any Assessments after such modifications become effective.
- 12.6. Entire Agreement. This Agreement is the final, complete, and exclusive agreement of the parties with respect to the subject matters hereof and supersedes and merges all prior discussions between the parties with respect to such subject matters. Any provision of this Agreement which refers to the words “include,” “includes,” or “including” will be deemed to be followed by the words “without limitation.”

LAST UPDATED: August 2020