

Terms of Service

Welcome to JumpCloud. Please read the following terms of service (“**Terms**”) carefully as they contain the legal terms and conditions that govern your access and use of the Service (defined below) provided by JumpCloud, Inc. (“**JumpCloud**,” “**we**,” “**our**,” or “**us**”), including access and use of the Service through, and any online registration, quote or order processed on, the JumpCloud website, mobile applications, or Service dashboard (the “**Site**”), (each an “**Order**”), which Orders are incorporated into these Terms (but specifically exclude any standard terms associated with any Customer purchase order or invoicing documentation). The terms “**Customer**,” “**you**,” or “**your**” means the individual or business entity who registers for the Service and accepts these Terms. If you are an individual acting on behalf of a business entity, such as an Administrator (defined below), you represent and warrant that you have the authority to bind such business entity to these Terms. If you are an Administrator, you further represent and warrant that you have the authority to act as the business entity’s agent in connection with these Terms.

JumpCloud has developed an online user and device monitoring, management, and security service that assists customers in the management, monitoring, and security of customers’ users and device infrastructure (the “**Service**”).

These Terms include this document, together with all Orders, addenda, and referenced attachments. These Terms constitute the terms and conditions under which JumpCloud is willing to provide you with the Service.

These Terms will take precedence over any conflicting or inconsistent information included in other materials (e.g., promotional materials and mailers) or on the Site. Except to the extent expressly provided in an Order, these Terms will take precedence over any conflicting or inconsistent terms and conditions accompanying any Order. Any Customer provided standard terms, invoicing documents or purchase order terms are expressly rejected.

JumpCloud may modify these Terms at any time by posting updated versions of these Terms on the Site. Modifications become effective immediately upon your first access to or use of the Service after the “Last Updated” date at the bottom of these Terms. Your continued access to or use of the Service after the modifications have become effective will be deemed your conclusive acceptance of the modified Terms. If you do not agree with the modifications, do not access or use the Service.

DEFINITIONS. Capitalized terms have the meanings in Section 1 (Definitions), or in the Section where they are first used.

“**Administrator**” means a person who signs up for the Service on behalf of Customer or is authorized by Customer via the Service, and that administers the Service on Customer’s behalf.

“**API Call Code**” means software code that makes a call to any interface (including the Service API) that is part of the Service or any JumpCloud Agent.

“**Authorized Software Tool**” means a Software Tool made available by JumpCloud and expressly identified by JumpCloud (at the download site for the Software Tool) as an authorized JumpCloud

Software Tool, which will be considered a component of the Service.

“Customer Data” means all information, data, files, links, and other materials submitted to the Service by Customer or Users, including information regarding information technology infrastructure provided to JumpCloud under these Terms. Customer Data excludes Usage Data.

“Documentation” means the User documentation provided or made available by JumpCloud to Customer that describes the use and operation of the Service.

“JumpCloud Agent” means a JumpCloud software agent that is intended to run on a System, such as a User’s computer. The Service includes any and all JumpCloud Agents.

“Service API” means an application programming interface (API) that is expressly provided or made available by JumpCloud to Customer for accessing the Service.

“Software Tool” means a software tool (e.g., a script or set of scripts) that provides extensions to or automations for the Service.

“System” means any device (e.g., computer, server, laptop, tablet, or mobile device) that is part of Customer’s systems and/or network or that accesses, is managed or tracked by, or is authorized to access, the Service.

“Usage Data” means any and all data collected or generated by JumpCloud in connection with the Service (including any information related to Systems, Users’ use of the Service, network monitoring, and analysis). Usage Data does not include public keys, usernames, or passwords, which are part of Customer Data.

“User” means each Customer employee or contractor, or other individual or entity, that accesses the Service or is added to the Service by Customer (including by any Administrator). “User” includes any Administrator and any individual or entity for which an email address or other identifier has been added to the Service, even if suspended or not activated for, or active in, any features of the Service. Any access or use of the Service by any User is considered use or access by Customer.

2. SERVICE.

2.1 Service. Subject to these Terms, JumpCloud will provide the components of the Service that are specifically described in an Order.

2.2 Access; Limited License. Subject to these Terms, JumpCloud grants Customer, during the Term, a non-exclusive, limited, non-sublicensable, and non-transferable (except to the extent expressly permitted under Section 11.6 (Assignment)) license to: (a) access and use the Service to the extent identified in an Order; (b) install and use the Authorized Software Tools solely in connection with Customer’s use of the Service and solely in accordance with the applicable Documentation; (c) use and reproduce the Documentation solely in connection with Customer’s use of the Service; (d) install and

use any JumpCloud Agent (which is required to access or use certain features and functionalities of the Service) in object code form, solely in order to access and use the Service via such JumpCloud Agent for Customer's internal business purposes in accordance with the applicable Documentation; and (e) write API Call Code that complies with the Documentation for the Service APIs and use such API Call Code solely to access and use the Service as permitted in these Terms. No implied license or right of any kind is granted to Customer under these Terms.

2.3 Open Source Software. Certain aspects of JumpCloud Agents and Software Tools may include code or software that is subject to "open source" or "free software" licenses ("**Open Source Software**") and may be owned by third parties. The Open Source Software is not subject to the terms and conditions of these Terms, and instead, is licensed to Customer under the terms of the applicable license associated with such Open Source Software. Nothing in these Terms limits Customer's rights under, or grants Customer rights that supersede, any licenses applicable to the Open Source Software. If required by the license for any particular Open Source Software, JumpCloud will make such Open Source Software, and JumpCloud's modifications to that Open Source Software, if any, available by Customer's written request at the notice address specified in Section 11.8 (Notice) or as otherwise provided in such written request.

2.4 Support and SLA. Subject to the payment by Customer of fees applicable to the level of support specified in the applicable Order ("**Selected Support Tier**"), JumpCloud will provide Customer with the support services for the Selected Support Tier, as described in the then-current support offerings description applicable to the Selected Support Tier located at: <https://jumpcloud.com/policies/>, as updated periodically. Such Selected Support Tier description includes any service level commitments for the Service (e.g., support methods and targeted response times), and is hereby incorporated into these Terms for the duration of Customer's payment of fees corresponding to such Selected Support Tier. API Call Code that is not written and provided by JumpCloud will not be considered part of the Service, but JumpCloud will use reasonable efforts to support such API Call Code in connection with the Service.

2.5 Data Security. JumpCloud will implement and maintain appropriate administrative, physical, and technical safeguards designed to protect the security, confidentiality, and integrity of Customer Data. Such safeguards will include: (a) two-way TLS authentication and encryption between JumpCloud's servers and applicable JumpCloud Agents; (b) employee security awareness training and background checks; (c) redundant Service infrastructure; (d) internal access controls; (e) active software monitoring of user logins and privileged commands; and (f) centralized log monitoring.

2.6 Usage Data. Customer acknowledges and agrees that provision of the Service involves, and Customer authorizes JumpCloud's: (a) collection of Usage Data in connection with providing the Service; (b) use of Usage Data in connection with providing, analyzing, and improving JumpCloud products and services; and (c) generation and use of de-identified aggregated, and/or anonymized data that does not include any identifying information of, or reasonably permit the identification of, Customer or any individual (including any User). JumpCloud will comply with applicable statutory requirements with

respect to the data generated pursuant to this Section 2.6 (Usage Data).

2.7 Community Software Tools and APIs. Any Software Tools used by or for Customer that are not Authorized Software Tools (“**Community Software Tools**”, e.g., scripts developed or modified by Customer or third parties) or API Call Code that is not written and provided by JumpCloud will not be considered a component of the Service and is not required to be supported by JumpCloud. It is Customer’s responsibility to (a) ensure that its use of Community Software Tools and such API Call Code will have the effects desired by Customer, (b) regularly check for updates to the Authorized Software Tools and the Service APIs, and (c) make appropriate updates to any of its API Call Code and its modifications to the Community Software Tools it uses. JumpCloud reserves the right to deprecate any Service APIs or Software Tools (including Community Software Tools).

2.8 Third-Party Software. The Service or Software Tools may enable Customer to download or install third-party software on Systems. Such third-party software is entirely the responsibility of Customer; JumpCloud has the right, but is not obligated to, vet, review, evaluate, or scan such third-party software.

2.9 Third-Party Authentication. The Service may enable Users to use third-party authentication services to sign on to the Service (e.g., single sign on (SSO) to access third-party accounts such as Google, Slack, and GitHub) (“**Third-Party Authentication**”). Customer acknowledges and agrees that: (a) JumpCloud is entitled to rely on any authentication provided via any such Third-Party Authentication; (b) JumpCloud will not be responsible or liable, directly or indirectly, for the security of any Third-Party Authentication, or any damage or loss caused by or in connection with the use of or reliance on any ThirdParty Authentication; (c) each applicable Third-Party Authentication provider is a separate data controller with respect to such provider’s processing of Customer Data; (d) any use of such Third-Party Authentication is subject to such provider’s privacy practices and JumpCloud does not control the processing of Customer Data by any such provider; and (e) if any User decides to enable, integrate, access, or otherwise use Third-Party Authentication in connection with such User’s use of the Service, any such use is governed solely by the terms, conditions, and policies of such Third-Party Authentication. ANY USE OF THIRD-PARTY AUTHENTICATION IS DONE AT SUCH USER’S (AND CUSTOMER’S) RISK. JUMPCLOUD IS NOT RESPONSIBLE FOR AND EXPRESSLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY THIRD-PARTY AUTHENTICATION OR THE SECURITY THEREOF.

2.10 Channel Partners. If Customer has entered into an arrangement with an authorized JumpCloud channel partner with respect to the Service (such as a reseller) (“**Channel Partner**”), JumpCloud may delegate or novate any of its obligations under these Terms to such Channel Partner (e.g., support services and payment collection), and JumpCloud will not have any obligation to provide novated services to Customer (because the Channel Partner will have such obligation directly to Customer). Any nonpayment of applicable Service Fees by Customer or by such Channel Partner to JumpCloud will be a breach of these Terms.

3. FEES; PAYMENTS.

3.1 Free Accounts. JumpCloud offers a free version of the Service for up to 10 Users (the “**Free Tier**”). Customers in the Free Tier (each, a “**Free Tier Customer**”) are permitted to have up to 10 Users and 10 Systems authorized to access the Service without the payment of any fees for those 10 Users and 10 Systems. In addition, Free Tier Customers are permitted to access JumpCloud’s Knowledge Base located at: <https://support.jumpcloud.com/>. No additional support is provided to Free Tier Customers.

3.2 Fees. Customer will pay JumpCloud all fees identified on the applicable Order or described in these Terms (the “**Service Fees**”), which includes all fees in connection with these Terms, including support fees and fees for Add-Ons) in accordance with the applicable Order and this Section 3 (Fees; Payments). All Service Fees will be paid in U.S. Dollars. Customer will make all payments of the Service Fees to JumpCloud without reduction for any fees or charges applicable to Customer’s method of payment (e.g., wire fees). JumpCloud may charge Customer (and Customer will pay JumpCloud) for the amount of any such fees to the extent Customer’s payment is made net of any such fees. JumpCloud may offer additional features or functionality relating to the Service that are not included in the Service subscription purchased by Customer pursuant to an Order (“**Add-Ons**”) for the additional fees described on the Site. Customer acknowledges that JumpCloud may, upon prior notice to Customer, charge Customer the full list prices for Customer’s use (after such notice) of any such Add-Ons beyond those included in the applicable Order. To the extent any such Add-Ons are otherwise eligible for any packaged or bundled pricing discounts, such discounts will not apply to unauthorized access or use of such Add-Ons by Customer. Notwithstanding the foregoing, JumpCloud may permit Customer to use Add-Ons on a trial basis, without the payment of any additional fees, for up to 30 days or as otherwise agreed by JumpCloud.

3.3 Users and Systems. If Customer is a non-Free Tier Customer: Customer will pay JumpCloud for all Users, at the applicable per-User Service Fees described in the Order; Customer may authorize up to 4 Systems per User; Customer will be invoiced 25% of the then-current per-User Service Fee list price for each System that accesses or is authorized to access the Service in excess of this limit (for example purposes only, if Customer has 20 Users, Customer will be invoiced for each System authorized in excess of 80 Systems). Solely for purposes of calculating Service Fees under this Section 3 (Fees; Payments), the term “User” will not include any User that (a) is solely an Administrator or (b) is otherwise identified by JumpCloud as being excluded from the payment of fees under these Terms.

3.4 High-Water Marks. The Service Fees for each calendar month will be calculated based on the maximum number of Users and of Systems at any time during the month (the “**High-Water Mark**” of Users and of Systems). For purposes of calculating the High-Water Marks, for example purposes only: if there are 20 Users and 80 systems at the beginning of the month, and then during that month, (i) 5 Users are added and 2 are later deleted, and (ii) 25 Systems are added, then: (a) the High-Water Mark of Users for that month would be 25 Users (and the Service Fees for such month would be based on 25 Users), and (b) the High-Water Mark of Systems for that month would be 105 Systems (and the Service Fees for such month include the excess System fee described in Section 3.3 (Users and Systems)

for 5 Systems in excess of 100).

3.5 Committed Period Subscriptions. If the Order shows that Customer will pay for a committed period, such as a set number of months or years, all Service Fees will be invoiced in advance at the billing frequency specified in the applicable Order based on the number of Users and of Systems specified in such Order (the “**Committed Quantity**” of Users and of Systems). If the High-Water Mark of Users and/or Systems for Customer exceeds the applicable Committed Quantity in any month, JumpCloud will invoice, and Customer will pay, the difference between each Committed Quantity and each HighWater Mark, based on the Service Fees calculation described in Section 3.4 (High-Water Marks), for such month.

3.6 Monthly Subscriptions. For monthly subscriptions, all Service Fees will be invoiced on a monthly basis in arrears (“**Monthly Fees**”). Full Monthly Fees will be charged for every full or partial calendar month that the Service is used, based on the High-Water Marks for such months.

3.7 Payment Card Authorization. Unless otherwise stated in the applicable Order, JumpCloud will charge (and Customer hereby authorizes JumpCloud to charge) Customer’s provided payment card as of the date the invoice is generated, for (a) all Monthly Fees, (b) all Service Fees for any billing frequency (other than monthly) specified in the applicable Order, (c) all Service Fees for the Committed Quantities applicable as of the date the applicable invoice is generated, (d) all Service Fees for any applicable Renewal Order Term (as defined below), at the time of such renewal, and (e) the amount of any past due Service Fees, plus late charges, if any, due to JumpCloud under these Terms. If the Monthly Fees are less than \$1,000, a payment card is required unless otherwise agreed to by JumpCloud. JumpCloud’s payment card processor will retain Customer’s payment card information for purposes of this Section 3.7 (Payment Card Authorization).

3.8 Payment Terms and Taxes. All fees are due to JumpCloud within 15 days after the date of the applicable invoice (except as provided in Section 3.7 (Payment Card Authorization) or as otherwise mutually agreed to by the parties in the Order). Claims for adjustment of any invoiced or charged Service Fees must be submitted by Customer within 15 days of the date of the sales receipt and/or invoice (as applicable). Claims must be submitted by Customer electronically to JumpCloud at billing@jumpcloud.com. If any amounts are disputed in good faith, Customer will pay the remaining amounts when due and payment of such undisputed amounts may not be withheld for any reason. Any undisputed amount that is not paid when due may accrue a late fee of 1.5% per month or the maximum rate permitted by applicable law, whichever is less, from the due date until paid. In addition, Customer will reimburse JumpCloud for all costs (including reasonable attorney and collection agency fees) associated with collecting delinquent or dishonored payments. All Service Fees exclude, and Customer will be responsible for, all sales, use, excise, and other taxes applicable to the transactions contemplated by these Terms, except for taxes based on JumpCloud’s net income. If Customer is legally obligated to make any deduction or withholding from any Service Fees payment under these Terms, it will also pay whatever additional amount is necessary to ensure that JumpCloud receives the full amount otherwise receivable had there been no deduction or withholding

obligation. All Service Fees due under these Terms are non-refundable, except as expressly provided in Section 6.5 (Effect of Termination) and Section 9.1 (Claims Against Customer).

4. CUSTOMER RESPONSIBILITIES.

4.1 Limitations. Customer agrees that Customer will not: (a) interfere with, disrupt, create an undue burden on, alter, translate, or modify the Service, or the networks, systems, or services connected to the Service (through scripts or otherwise); (b) perform penetration tests or any other security tests on the Service; (c) without JumpCloud's express written permission, introduce software or automated agents or scripts to the Service so as to produce multiple accounts, generate automated searches, requests, or queries, or strip or mine data from the Service; (d) create derivative works of the Service, or reverse engineer, reverse compile, reverse assemble or do any other operation with any aspect of the Service that would reveal any source code, trade secrets, know-how or other proprietary information; (e) access the Service in order to build a competitive product or service; (f) infringe any JumpCloud intellectual property rights; (g) permit any third party to access and/or use the Service, other than the Users authorized under these Terms; (h) except as expressly permitted in an Order, rent, lease, loan, or sell access to the Service to any third party, or use the Service on behalf of any third party (except to the extent the third party is a contractor of Customer and authorized by Customer as a User); (i) perform or publish any performance or benchmark tests or analyses relating to the Service or the use thereof; (j) access or use the Service APIs in any way that is not expressly permitted in the Documentation; or (k) exercise any rights in excess of those granted in Section 2 (Service) or access or use the Service or any feature thereof (including via any API) in excess of any usage limitations described in these Terms or any Order or as permitted by JumpCloud.

4.2 Availability. Customer is responsible for obtaining all services and technologies necessary to access to the Service and Customer understands that such access may involve third-party fees and costs (such as Internet service provider or airtime charges). Customer is responsible for all such fees and costs.

4.3 Usernames and Passwords. Customer is solely responsible for maintaining the confidentiality of all Customer usernames and passwords. Customer agrees (a) not to allow a third party to use its account, usernames, or passwords at any time, except as expressly permitted under these Terms; and (b) to notify JumpCloud promptly of any actual or reasonably suspected unauthorized use of or access to its account, usernames, or passwords, or any other breach or suspected breach of these Terms of which it becomes aware. JumpCloud reserves the right to terminate or suspend any username that JumpCloud reasonably determines may have been used or accessed by an unauthorized third party or an individual or entity other than the User to whom such username and password was originally assigned.

4.4 Users; Sub-Accounts. Customer is responsible for all acts and omissions of its Users, and for all activities that occur under Customer's account, including all sub-accounts created by or for Customer. Customer and/or an Administrator, may create an unlimited number of sub-accounts. For purposes of determining Service Fees, the High-Water Mark, and any Committed Quantity, the total number of

Users and of Systems across any one Customer business entity, including all affiliates of such Customer business entity, will be summed across all such sub-accounts.

4.5 Administrators. Customer and each Administrator authorize JumpCloud to rely upon communications from any Administrator with respect to the Service, including instructions to delete and/or add Users, Systems, and/or accounts as contemplated under Section 4.4 (Users; Sub-Accounts) above. JumpCloud may disclose Customer Data and Usage Data to any Administrator. Without limiting the foregoing, if Customer provides its unique Customer identification information for the Service to an Administrator, that will be considered conclusive proof that such Administrator has authority to act on Customer's behalf with respect to the Service without further notice from Customer. JumpCloud has the right, but is not obligated to, confirm any instructions received from an Administrator through JumpCloud's internal processes and/or with Customer, including employees of Customer who have administration rights for the Service, prior to taking action based on instructions from an Administrator. JumpCloud will have no liability to Customer or any other person for any actions JumpCloud takes in reliance on any communication that reasonably appears to be from an Administrator. Each Administrator represents and warrants that they have the requisite authorization from Customer to enable JumpCloud to rely upon communications from the Administrator with respect to the Service and Customer.

4.6 Certifications. JumpCloud may offer from time to time certain online training courses that Administrators can choose to complete to earn JumpCloud certifications. Separate terms apply to the training courses and the certification process. Certifications are not an endorsement of the Administrator by JumpCloud, nor does a certification represent that the Administrator is performing services on behalf of JumpCloud.

4.7 Authority. Customer represents and warrants that it has the authority (a) to disclose to JumpCloud, and to permit JumpCloud to collect and process, Customer Data and Usage Data in connection with, and in accordance with, these Terms, and (b) to take any and all actions that it takes in using the Service, including (i) actions performed on or in connection with any System owned or controlled by any User on which any JumpCloud Agent is installed, and (ii) installing any third-party software.

5. DISCLAIMER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, JUMPCLOUD AND ITS SUPPLIERS AND LICENSORS DO NOT MAKE ANY, AND EXPRESSLY DISCLAIM ALL, REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ORAL OR WRITTEN, INCLUDING ANY AND ALL REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONTINUOUS OR ERROR-FREE OPERATION, QUALITY OF SERVICE, QUIET ENJOYMENT, OR SYSTEM INTEGRATION, IN EACH CASE ARISING FROM OR RELATED TO THESE TERMS, THE SERVICE, SOFTWARE TOOLS, THIRD-PARTY SOFTWARE, OR JUMPCLOUD AGENTS.

6. TERM, TERMINATION, AND SUSPENSION.

6.1 Term. Unless otherwise expressly provided in the applicable Order, these Terms will become effective the earlier of the date you (a) begin using the Service, or (b) complete an Order, and will continue until the earlier of (i) the date these Terms are terminated as provided in these Terms, and (ii) all Orders entered into under these Terms expire or are terminated as provided in these Terms and in each such Order (“**Term**”).

6.2 Order Renewal. Following the initial term under any Order (the “**Initial Order Term**”), except as otherwise provided in the Order, such Order will automatically renew for additional periods equal to the duration of the Initial Order Term (each, a “**Renewal Order Term**” and together with the Initial Order Term, each an “**Order Term**”), unless a party has given the other party written notice of its intent to not renew such Order at least 30 days prior to the end of the then-current Order Term. JumpCloud may increase Service Fees by giving Customer notice, and such increased Service Fees will not apply until the first Renewal Order Term that starts at least 30 days after such notice. Though Customer may renew an Order for a longer duration than the then-current Order Term (e.g., a monthly subscription may be renewed as an annual subscription), Customer may not renew any Order for a lesser duration than the then-current Order Term (e.g., an annual subscription may not be renewed as a monthly subscription) unless JumpCloud and Customer enter into a new Order for a shorter Order Term. If Customer purchases an annual subscription, the Committed Quantities (for Users and Systems) in any Renewal Order Term will be the greater of (a) the Committed Quantities in the preceding Order Term, and (b) the highest High-Water Marks for the last three (3) calendar months in the preceding Order Term.

6.3 Termination. Except as otherwise provided for in these Terms, either party may terminate these Terms upon the material breach of the other party, if such breach remains uncured for 30 days (or 10 days for payment obligations) following the breaching party’s receipt of written notice of the breach.

6.4 Suspension. If (a) Customer fails to make payment for any applicable Service Fees due under these Terms and does not cure the same within 10 days after receiving notice thereof, (b) Customer exceeds any usage limitation described in these Terms and does not either cure the same or pay for such excess usage within 10 days after receiving notice thereof, (c) Customer breaches any of subsections “(a)-“(c)” of Section 4.1 (Limitations), or (d) there is a threat to the security or technical integrity of the Service, JumpCloud has the right (i) to suspend Customer’s access to the Service, or (ii) to delete a sufficient number of Users and of Systems such that the number of Users and of Systems is 10 or less, and to treat Customer as a Free Tier Customer, in each case until such time as JumpCloud determines that Customer is in compliance with these Terms and/or that such threat has been addressed.

6.5 Effect of Termination.

(a) Upon any termination or expiration of these Terms: (i) Customer will promptly pay JumpCloud all amounts owed under these Terms without regard to whether any invoices had been previously issued; (ii) all outstanding Orders will be immediately terminated; and (iii) Customer’s license and access to the Service will be terminated. Notwithstanding the foregoing, if the number of Users and of Systems is 10 or less at the date of expiration, or termination is due to Customer’s failure to pay any Service Fees

when due, then JumpCloud has the right, in its discretion, to treat Customer as a Free Tier Customer in accordance with these Terms.

(b) Customer may access Customer Data up to the effective date of termination or expiration. Following any termination or expiration of these Terms, Customer may request deletion of Customer Data by emailing JumpCloud and JumpCloud will delete Customer Data following its receipt of such request. Proper authentication, including Customer's unique customer identification information, will be required prior to deletion of Customer Data.

(c) In the event Customer terminates these Terms pursuant to Section 6.3 (Termination), JumpCloud will refund Customer, on a pro-rated basis, the amount of unearned Service Fees, if any such Service Fees have been paid in advance by Customer. Except where JumpCloud has terminated these Terms and Customer has become a Free Tier Customer, Customer will not have any rights in or to the Service after any termination or expiration of these Terms. Sections 1 (Definitions), 2.6 (Usage Data), 2.9 (Third-Party Authentication), 3 (Fees; Payments), 4.1 (Limitations), 5 (Disclaimer), 6.5 (Effect of Termination), and 7 (Ownership) through 11 (General Provisions) will survive any termination or expiration of these Terms.

7. OWNERSHIP.

7.1 Ownership of Service. As between JumpCloud and Customer, JumpCloud owns all right, title, and interest in and to the Service and Documentation, including any and all intellectual property and other proprietary rights in each of the foregoing. Customer acknowledges and agrees that (a) it does not acquire any rights, express or implied in or to the Service, except as specifically provided in these Terms, and (b) any configuration or deployment of the Service will not affect or diminish JumpCloud's rights, title, and interest in and to the Service. All brand, product, and service names and marks used in the Service which identify JumpCloud are proprietary names and marks of JumpCloud. All brand, product, and service names and marks used in the Service which identify third parties or their products or services are proprietary names and marks of such third parties. Nothing in the Service will be deemed to confer on any Customer or any third party any license or right with respect to any such name or mark. Customer may not publish, distribute, extract, reuse, or reproduce and content from the Site or the Service in any form other than in accordance with these Terms. Customer will not remove, alter, or obscure any proprietary notices (including copyright notices) of JumpCloud or its suppliers on the Service or Documentation. Customer hereby grants JumpCloud an irrevocable license to exercise any and all rights in the API Call Code that it disclosed to JumpCloud.

7.2 Ownership of Customer Data. As between JumpCloud and Customer, Customer Data will at all times remain the property of Customer or its licensors. JumpCloud will have no rights in Customer Data other than the limited right to use such Customer Data as required for JumpCloud to perform the Service for Customer in accordance with these Terms.

7.3 License to Feedback. “Feedback” means any and all Customer or User suggestions regarding new features, functionality, or performance for the Service, including suggestions submitted through the Site. Customer hereby grants to JumpCloud a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use such Feedback for any lawful purpose, including the development or improvement of features or functionality for the Service. JumpCloud will not identify Customer as the source of any such Feedback.

8. CONFIDENTIAL INFORMATION.

8.1 Definition. “**Confidential Information**” means all information of the Disclosing Party (as defined below) disclosed to the Receiving Party (as defined below) that is marked or identified as confidential or disclosed in circumstances that would lead a reasonable person to believe such information is confidential. All information regarding the Service will be considered JumpCloud’s Confidential Information, notwithstanding any failure to mark or identify it as such. The relationship of the parties created by these Terms is not Confidential Information. Customer’s Confidential Information and Customer Data specifically excludes any Customer contact data collected by JumpCloud and used by JumpCloud for communication and marketing purposes (e.g., for managing JumpCloud’s relationship with Customer). Customer will provide JumpCloud accurate and current contact information for invoices and related communications.

8.2 Protection. The party receiving Confidential Information (“**Receiving Party**”) from the other party (“**Disclosing Party**”) will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by these Terms, and will disclose the Confidential Information of the Disclosing Party only to the employees, independent contractors, or agents of the Receiving Party who have a need to know such Confidential Information for purposes of these Terms and who are under a duty of confidentiality no less restrictive than the Receiving Party’s duties under these Terms. The Receiving Party will protect the Disclosing Party’s Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

8.3 Exceptions. Confidential Information does not include information that: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public (including any information made available on the Site that is not protected by confidentiality obligations); or (d) is independently developed by the Receiving Party without access to, or use of, the Disclosing Party’s Confidential Information. In addition, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) approved in writing by the Disclosing Party; (ii) necessary for the Receiving Party to enforce its rights under these Terms in connection with a legal proceeding; or (iii) required by law or by the order of a court or similar judicial or administrative body, provided that (if permitted by law) the Receiving Party promptly notifies the Disclosing Party of such required disclosure in writing prior to making such disclosure and

cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure. Notwithstanding the foregoing, JumpCloud may use Customer's name and logo in JumpCloud's marketing materials that include a customer list.

8.4 Return or Destruction of Confidential Information. Upon termination or expiration of these Terms, or upon written request of the Disclosing Party, the Receiving Party immediately will return or destroy any and all materials containing any Confidential Information (including information stored on computer hard drive or cloud application or otherwise and all copies, reproductions, and summaries thereof, no matter by whom prepared, but excluding Usage Data) and certify the return or destruction in accordance with the Disclosing Party's request.

8.5 Equitable Relief. Breach of this Section 8 (Confidential Information) could cause irreparable harm and damage. Thus, in addition to all other remedies available at law or in equity, the disclosing party shall have the right to seek equitable and injunctive relief, and to recover the amount of damages (including reasonable attorneys' fees and expenses) incurred in connection with such unauthorized use.

9. INDEMNITY.

9.1 Claims Against Customer. JumpCloud will defend, at its own expense, any third-party claim, suit, or action against Customer to the extent that such claim, suit, or action is based upon an allegation that the Service infringes any U.S. intellectual property rights of such third party ("**Customer Claim**"), and JumpCloud will indemnify and hold Customer harmless from and against all losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) awarded in such Customer Claim or those costs and damages agreed to in a monetary settlement of such Customer Claim. The foregoing obligations are conditioned on Customer: (a) promptly notifying JumpCloud in writing of such Customer Claim; (b) giving JumpCloud sole control of the defense thereof and any related settlement negotiations, (provided that JumpCloud will not enter into any settlement of any such claim, suit, or action that does not contain a full release of Customer's liability without Customer's prior written approval, which approval will not be unreasonably withheld, conditioned, or delayed); and (c) cooperating and, at JumpCloud's request and expense, assisting in such defense. Notwithstanding the foregoing, JumpCloud will have no obligation under this Section 9.1 (Claims Against Customer) or otherwise with respect to any claim based upon: (i) any use of the Service not in accordance with these Terms; (ii) any use of the Service in combination with products, equipment, software, or data not supplied by JumpCloud if such infringement would have been avoided without the combination with such other products, equipment, software, or data; or (iii) any Customer-provided API Call Code or any modification to any part of the Service by any person other than JumpCloud or its authorized agents or subcontractors. If use of the Service is, or in JumpCloud's opinion is likely to become, enjoined, or if use of the Service infringes or could be found to infringe the intellectual property rights of any third party, then JumpCloud may at its discretion: (1) modify the Service so that it is non-infringing; (2) replace the portion of the Service that infringes or allegedly infringes with non-infringing components that are functionally equivalent; (3)

obtain a license that will enable Customer to continue use of the Service as provided under these Terms; or (4) if none of the foregoing are commercially reasonable for JumpCloud, terminate these Terms and refund any prepaid but unused Service Fees. In addition, if Customer receives access to the Service through an arrangement with a Channel Partner, JumpCloud will have no obligations under this Section 9.1 (Claims Against Customer) with respect to Customer. THIS SECTION 9.1 (CLAIMS AGAINST CUSTOMER) STATES JUMPCLOUD'S ENTIRE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

9.2 Claims Against JumpCloud. Customer will defend, at its own expense, any third-party claim, suit, or action against JumpCloud to the extent that such claim, suit, or action arises from or relates to any breach by Customer of Section 4 (Customer Responsibilities) (each, a "**JumpCloud Claim**"), and Customer will indemnify and hold JumpCloud harmless from and against all losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) awarded in such JumpCloud Claim or those costs and damages agreed to in a monetary settlement of such JumpCloud Claim. The foregoing obligations are conditioned on JumpCloud: (a) promptly notifying Customer in writing of such JumpCloud Claim; (b) giving Customer sole control of the defense thereof and any related settlement negotiations (provided that Customer will not enter into any settlement of any such claim, suit, or action that does not contain a full release of JumpCloud's liability without JumpCloud's prior written approval, which approval will not be unreasonably withheld, conditioned, or delayed); and (c) cooperating and, at Customer's request and expense, assisting in such defense. Notwithstanding the foregoing, Customer will have no obligation under this Section 9.2 (Claims Against JumpCloud) or otherwise with respect to any claim to the extent it is based upon the gross negligence or intentional misconduct of JumpCloud. In addition, each Administrator will indemnify, defend, and hold JumpCloud harmless for any third-party claim, suit, or action against JumpCloud to the extent that such claim, suit, or action arises from or relates to such Administrator lacking the requisite authority to bind Customer to these Terms or act as Customer's agent in its performance under these Terms.

10. LIMITATIONS ON LIABILITY. EXCEPT WITH RESPECT TO SECTION 4 (CUSTOMER RESPONSIBILITIES) AND SECTION 8 (CONFIDENTIAL INFORMATION): (A) IN NO EVENT WILL A PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (HOWEVER ARISING, INCLUDING NEGLIGENCE), OR FOR ANY LOST PROFITS, INTERRUPTED COMMUNICATIONS, OR LOST DATA, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER ARISING OUT OF OR IN CONNECTION WITH THESE TERMS WILL EXCEED THE GREATER OF (I) \$100, AND (II) THE AMOUNT OF SERVICE FEES PAID OR PAYABLE BY CUSTOMER TO JUMPCLOUD DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS FIRST GIVING RISE TO ANY SUCH LIABILITY.

11. GENERAL PROVISIONS.

11.1 Governing Law. These Terms are governed by and construed in accordance with the laws of the State of Colorado without giving effect to any rule or law that would apply the law of another jurisdiction. Each party hereby irrevocably and exclusively submits to the process, jurisdiction, and

venue of the courts located in the State of Colorado for purposes of suit or other proceedings arising out of or relating to these Terms or the subject matter hereof. In the event that a suit is brought to enforce the terms and conditions of these Terms, the prevailing party will be entitled to its reasonable attorneys' fees and costs.

11.2 Compliance with Laws. Each party will comply with all laws, rules, and regulations applicable to such party while performing under these Terms.

11.3 Severability; Waiver. If any provision of these Terms is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision which most closely approximates the intent and economic effect of the invalid provision. Neither party will be deemed to have waived any of its rights under these Terms by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. The waiver by either party of a breach of any provision of these Terms will not constitute an ongoing or future waiver of such breach or provision.

11.4 Force Majeure. Except for any payment obligations, neither party will be liable under these Terms by reason of any failure or delay in the performance of its obligations under these Terms as a result of any cause which is beyond the reasonable control of such party.

11.5 Headings; Interpretation. Headings used in these Terms are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section or in any way affect these Terms. The words "includes" and "including" are not considering limiting in any way and mean "includes/including without limitation".

11.6 Assignment. Neither party may assign or transfer, by operation of law or otherwise, these Terms, or any of its rights under these Terms or delegate any of its duties under these Terms to any third party without the other party's prior written consent; except pursuant to a transfer of all or substantially all of such party's business and assets to which these Terms relate, whether by merger, sale of assets, sale of stock, or otherwise, which will not require the other party's consent. Any attempted assignment or transfer in violation of the foregoing will be void. These Terms will inure to the benefit of and be binding upon any permitted successors or assigns.

11.7 Independent Contractors. The parties to these Terms are independent contractors, and no agency, partnership, joint venture, or employee-employer relationship is intended or created by these Terms. Neither party will have the power to obligate or bind the other party.

11.8 Notice. Any notices to JumpCloud required or permitted under these Terms will sent to JumpCloud at the postal address below, or at such other address as JumpCloud will specify in writing. Any notices to

Customer required or permitted under these Terms will be given at the email address provided by Customer in the Order, or at such other email address as Customer will specify in writing. Such notice will be deemed given upon personal delivery; if sent by email, upon a confirmation response; or if sent by overnight courier, one (1) day after the date of delivery to the courier.

JumpCloud, Inc.
Attn: Legal
361 Centennial Parkway, Suite 300
Louisville, CO 80027
legal@jumpcloud.com

11.9 Customer Communication. Customer understands and agrees that the Service requires periodic email communication including password resets, notifications, and other critical emails. Further, Customer understands and agrees that without email communication Customer will not be able to receive customer support, maintenance notifications, upgrade announcements, and other critical information to operate the Service. As a result, by purchasing access to the Service, Customer is consenting to JumpCloud's email communications with (and notices sent to) administrative contacts supplied by Customer.

11.10 Government End Users. The Service, JumpCloud Agents and Documentation are "commercial items" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Service, JumpCloud Agents and Documentation with only those rights provided in these Terms.

11.11 Export. Customer will not: (a) permit any third party to access or use the Service in violation of any U.S. law or regulation; or (b) export, directly or indirectly, any technical data acquired from JumpCloud pursuant to these Terms or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval, or otherwise remove from the United States any such technical data or any product utilizing such data except in compliance with all applicable U.S. laws and regulations. Without limiting the generality of the foregoing, Customer will not permit any third party to access or use the Service in, or export any such technical data or product utilizing such data to, a country subject to a United States embargo (as of the "Last Updated" Date, Cuba, Iran, North Korea, Sudan, and Syria).

11.12 Entire Agreement. These Terms set forth the entire understanding and agreement of the parties and supersedes any and all oral or written agreements or understandings between the parties as to the subject matter of these Terms. However, if you and JumpCloud have executed a written "Directory-As-A-Service® Agreement", that agreement will apply and govern the relationship between you and JumpCloud, instead of these Terms. Any standard terms associated with a Customer purchase order,

Customer ordering document, or Customer invoice submission system or other portal are hereby rejected (regardless of any electronic or online indication of agreement to the same), will be not binding on the parties, and will be of no consequence whatsoever in interpreting the parties' legal rights and responsibilities as they pertain to these Terms (including any billing or payment requirements) or the Service. To the extent of any conflict between the provisions of these Terms and the provisions of any Order, the provisions of these Terms will govern, except that those provisions of an Order that expressly identify the conflicting provision of these Terms to be superseded will govern (solely to the extent of the conflict). Neither party is relying upon any warranties, representations, assurances, or inducements not expressly provided in these Terms.

LAST UPDATED: August 12, 2021