

Terms of Service

Welcome to JumpCloud. Please read the following terms of service (“**Terms**”) carefully as they contain the legal terms and conditions governing 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 the JumpCloud website and JumpCloud’s online ordering process (the “**Site**”). 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**”), and Customer desires to purchase subscriptions to the Service.

“**Terms**” means this document, together with the online registration or ordering process through which Customer submits ordering information for Customer’s use of the Service (“**Order**”), e.g., the number of Users. The Terms constitute the terms and conditions under which JumpCloud is willing to provide you with the Service.

The Terms will take precedence over any conflicting or inconsistent information included in other materials (e.g. promotional materials and mailers) on the Site. In the event of an inconsistency between these Terms and any terms in an Order, the terms of the Order will control only to the extent of such conflict.

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.

1. DEFINITIONS. Capitalized terms will have the meanings set forth in this Section 1, 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**” means software code that makes a call to any interface (including the Service API) that is related to the Service or any Agent.

“**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 describing 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 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. Only those Software Tools made available by JumpCloud and expressly identified by JumpCloud (at the download site for the Software Tool) as an authorized JumpCloud Software Tool (each, an “**Authorized Software Tool**”) will be considered a component of the Service.

“**System**” means any device (e.g., computer, server, laptop, or mobile device) that is part of Customer’s systems 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 without limitation, any information related to Systems, how Users use the Service, network monitoring, and analysis). Usage Data does not include public keys, usernames, or passwords, which are part of Customer Data.

“User” means any 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 the terms and conditions of this Agreement, JumpCloud grants Customer, during the Term, a non-exclusive, non-sublicensable, and non-transferable license to: (a) access and use the Service to the extent identified in an Order; (b) to install and use the Authorized Software Tools solely in connection with Customer’s use of the Service and solely in accordance with the Documentation therefor; (c) to 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 the JumpCloud Agent for Customer’s internal business purposes in accordance with the applicable Documentation; and (e) write API Calls to the Service APIs that comply with the Documentation for the Service APIs and use such API Calls solely to access and use the Service as permitted herein.

2.3 Open Source Software. Certain aspects of JumpCloud Agents and Software Tools may include 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 license associated with such Open Source Software. Nothing in these Terms limits Customer’s rights under, or grants Customer rights that supersede, the licenses applicable to the Open Source Software. If required by any license for particular Open Source Software, JumpCloud will make such Open Source Software, and JumpCloud’s modifications to that Open Source Software, if any, available by written request at the notice address specified herein.

2.4 Support and SLA. Subject to the payment by Customer of any support fees applicable to the support tier selected by Customer in an Order (“**Selected Support Tier**”), JumpCloud will provide Customer with the support services for the Selected Support Tier, as described in the then-current support description applicable to the Selected Support Tier located at <https://jumpcloud.com/policies/>, as such support description may be updated from time to time in JumpCloud’s sole discretion. Such Selected Support Tier description includes JumpCloud’s service level commitments for the Service and is hereby incorporated into these Terms for the duration of Customer’s payment of fees corresponding to such Selected Support Tier. API Calls that are not provided by JumpCloud will not be considered part of the Service for purposes of support, but JumpCloud will use reasonable efforts to support them.

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 JumpCloud Agent, (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, 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.

2.7 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 Calls that are not written and provided by JumpCloud will not be considered a component of the Service and are 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 Calls 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 Calls and its modifications to the Software Tools it uses. JumpCloud reserves the right to deprecate any Service APIs or Software Tools.

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

2.9 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 this Agreement 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 this Agreement.

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 shall pay JumpCloud all fees set forth in the applicable Order or described in these Terms (the "**Service Fees**") in accordance with the applicable Order or 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 additional fees as further 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 package 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 thirty (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 on average; 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 (e.g., 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), "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 hereunder.

3.4 Fee Calculation. The Service Fees for each calendar month will be calculated based on the maximum number of Users and Systems at any time during the month (the "**High-Water Mark**" of Users and of Systems). For purposes of calculating the High-Water Mark, as examples only: if there are 20 Users at the beginning of the month, then during the month, 5 Users are added and 2 are later deleted, (a) the Service Fees for such month would be based on 25 Users (i.e., the High-Water Mark of Users for that month), and (b) if, for that month, there is a High-Water Mark of 105 Systems, the additional Service Fee described in Section 3.3 (Users and Systems) would also apply for 5 Systems.

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 Order based on the number of Users and of Systems specified in the Order (the "**Committed Quantity**" of Users and Systems). If the High-Water Mark of Users and/or Systems for Customer exceeds the Committed Quantity in any month, JumpCloud may

invoice, and Customer will pay, the difference between each Committed Quantity and each High-Water Mark, based on the Service Fees calculation described in Section 3.4 (Fee Calculation), for such month (the “**Monthly True-Up**” of Service Fees).

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, based on the High-Water Marks for the month.

3.7 Payment Card Authorization. Unless otherwise stated in the applicable Order, JumpCloud will charge (and Customer hereby authorizes JumpCloud to charge) Customer’s payment card for (a) all Monthly Fees as of the date the sales receipt is generated, (b) all Monthly Fees and Service Fees for any billing frequency otherwise established in the Order, (c) any Committed Quantity 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.

3.8 Payment Terms and Taxes. All fees are due to JumpCloud within fifteen (15) days after the date of the invoice therefor (except as provided in Section 3.7 (Payment Card Authorization)). Claims for adjustment of any invoiced or charged Service Fees must be submitted by Customer within fifteen (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, the remaining amounts will be paid 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 shall 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 shall 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 set forth in Section 6.5 (Effect of Termination) or 9.1 (Claims Against Customer).

4. CUSTOMER RESPONSIBILITIES.

4.1 Limitations. Customer agrees that Customer shall not: (a) permit any party to access and/or use the Service, other than the Users authorized under these Terms; (b) 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 to Customer and authorized by Customer as a User); (c) interfere with, disrupt, create an undue burden on, alter, translate, or modify the Service, any part thereof, or the networks or services connected to the Service (through scripts or otherwise); (d) perform penetration tests or any other security tests on the Service, 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 (i) build a competitive product or service; (ii) build a product using similar ideas, features, functions, or graphics of the Service; or (iii) copy any ideas, features, functions, or graphics of the Service; (f) 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 to strip or mine data from the Service; (g) perform or publish any performance or benchmark tests or analyses relating to the Service or the use thereof; (h) access or use the Service APIs in any way that is not expressly permitted in the Documentation therefor. Except as expressly set forth in this Agreement, no express or implied license or right of any kind is granted to Customer regarding the Service, or any part thereof; or (i) exercise any rights in excess of those granted in Section 2 (Service) or access the Service or any feature thereof (including via any API) in excess of any usage limitations described in this Agreement 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 its account, usernames, or passwords, or any other breach or suspected breach of the Terms of which it becomes aware. JumpCloud reserves the right to terminate or suspend any username that JumpCloud reasonably determines may have been used by an unauthorized third party or an individual or entity other the User to whom such username and password was originally assigned.

4.4 Users; Sub-Accounts. Customer is responsible for all acts or omissions of its Users, and for all activities that occur under its account, including all sub-accounts created by or for Customer. Customer and/or an Administrator, may create an unlimited number of sub-accounts, but for purposes of determining Service Fees, the High-Water Mark or any Committed Quantity, the total number of Users and Systems across any one Customer business entity, including all affiliates of such Customer business entity, shall be summed across all such sub-accounts.

4.5 Administrators. Customer and each Administrator authorizes JumpCloud to rely upon communications from any Administrator with respect to the Service, including, but not limited to, instructions to delete 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. If an Administrator accepts these Terms on Customer's behalf or if Customer provides its unique Customer identification information for the Service to an Administrator, JumpCloud may assume that the acceptance of these Terms or the use of such identification information by the Administrator means that the Administrator has authority to act on Customer's behalf with respect to the Service without further notice from Customer. JumpCloud may, but is not obligated to, confirm any instructions received from an Administrator against 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 reasonable reliance on communications received from an Administrator.

4.6 Administrator Use. To the extent an Administrator accepts these Terms on behalf of Customer, such Administrator may use the Service on behalf of such Customer, provided that (a) the Administrator has the requisite authority to bind Customer to these Terms and act as Customer's agent in its performance hereunder, and (b) the Administrator names Customer as the business entity who registers for the Service and provides JumpCloud with all Customer information that is necessary for JumpCloud to provide access to the Service. 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.

4.7 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 certificates 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.

4.8 Authority. Customer represents and warrants that it has the authority to (a) disclose to JumpCloud, and to permit JumpCloud to collect and process, Customer Data and Usage Data in connection with, and in accordance with, this Agreement, and (b) 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 using the Service.

5. DISCLAIMER. JUMPCLOUD AND ITS SUPPLIERS AND LICENSORS EXPRESSLY DISCLAIM ALL REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ALL REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, IN EACH CASE ARISING FROM OR RELATED TO THESE TERMS, THE SERVICE, SOFTWARE TOOLS, THIRD-PARTY SOFTWARE, OR THE JUMPCLOUD AGENTS.

6. TERM, TERMINATION, AND SUSPENSION.

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

6.2 Order Renewal. Following the initial term under any Order (the “**Initial Order Term**”), 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 and “**Order Term**”), unless a party has given the other party written notice of its intent to not renew such Order at least thirty (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 thirty (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 such lesser duration Order Term. If Customer purchases an annual subscription, the Committed Quantity (for Users and Systems) in any Renewal Order Term will be the greater of (a) the Committed Quantity in the preceding Order Term, and (b) the High-Water Mark for the last calendar month in the preceding Order Term.

6.3 Termination. Except as otherwise provided for herein, either party may terminate these Terms upon the material breach of the other party, if such breach remains uncured for ten (10) days 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 this Agreement and does not cure the same within ten (10) days after receiving notice thereof, (b) Customer exceeds any usage limitation described herein and does not cure the same within ten (10) days after receiving notice thereof, (c) Customer breaches subsection “(c)”, “(d)”, “(e)”, or “(f)” of Section 4.1 (Limitations), or (d) there is a threat to the security or technical integrity of the Service, JumpCloud may (i) suspend Customer’s access to the Service, or (ii) delete a sufficient number of Users and Systems such that the number of Users, and of Systems, is 10 or less, and 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 shall promptly pay JumpCloud all amounts owed under these Terms without regard to whether any invoices had or had not been previously issued; (ii) all outstanding Orders shall be immediately terminated; and (iii) Customer’s 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 may, in its discretion, treat Customer as a Free Tier Customer under these Terms.

(b) Non-Free Tier Customers may access Customer Data up to the effective date of termination. Following any termination or expiration of these Terms, Non-Free Tier 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 this Agreement 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. Except where JumpCloud has terminated this Agreement 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), 3 (Fees; Payments), 4.1 (Limitations), 5 (Disclaimer), 6.5 (Effect of Termination), and 7 (Ownership) through 11 (General Provisions) shall 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 therein. Customer acknowledges and agrees that (a) it does not acquire any rights, express or implied in or to the Service, except as specifically set forth in these Terms; and (b) any configuration or deployment of the Service shall 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 shall be deemed to confer on any person any license or right with respect to any such name or mark.

Customer may not publish, distribute, extract, reuse, or reproduce any such content in any material form other than in accordance with these Terms. Customer shall 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 Calls.

7.2 Ownership of Customer Data. As between JumpCloud and Customer, Customer Data shall at all times remain the property of Customer or its licensors. JumpCloud shall 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.

8. CONFIDENTIAL INFORMATION.

8.1 Definition. “**Confidential Information**” means all information of the disclosing party disclosed to the receiving party that is marked or identified as confidential or disclosed in circumstances that would lead a reasonable person to believe such information is confidential. The Service shall be considered JumpCloud’s Confidential Information, notwithstanding any failure to mark or identify it as such. Customer Data shall be considered Customer’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 communications 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**”) shall not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by these Terms, and shall 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 duty hereunder. The Receiving Party shall 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 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, without limitation the development or improvement of features or functionality for the Service. JumpCloud will not identify Customer as the source of any such Feedback.

9. INDEMNITY.

9.1 Claims Against Customer. JumpCloud shall defend, at its own expense, any claim, suit, or action against Customer brought by a third party 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 shall 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 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 shall have no obligation under this Section 9.1 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 Calls 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 either: (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 is functionally equivalent; (3) obtain a license that shall enable Customer to continue use of the Service as provided hereunder; or, if none of the foregoing are commercially reasonable for JumpCloud, (4) 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 with respect to Customer. THIS SECTION 9.1 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 shall defend, at its own expense, any claim, suit, or action against JumpCloud brought by a third party to the extent that such claim, suit, or action arising from or related to any breach by Customer of Section 4 (Customer Responsibilities) (each, a "**JumpCloud Claim**"), and Customer shall 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 Customer will not enter into any settlement of any 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 shall have no obligation under this Section 9.2 or otherwise with respect to any claim to the extent it is based upon the gross negligence or intentional misconduct of JumpCloud. In addition, the Administrator will indemnify, defend, and hold JumpCloud harmless for any claim, suit, or action against JumpCloud brought by a third party 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 hereunder.

10. LIMITATIONS ON LIABILITY. EXCEPT WITH RESPECT TO SECTION 4 (CUSTOMER RESPONSIBILITIES) AND SECTION 8 (CONFIDENTIAL INFORMATION): (A) IN NO EVENT SHALL EITHER 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 A 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 UNDER THESE TERMS SHALL EXCEED DAMAGES IN EXCESS OF 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 PRECEDING THE EVENTS 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. Both parties submit to the exclusive personal jurisdiction in Colorado and further agree that any cause of action arising under these Terms shall be brought in a court in Denver County, Colorado.

11.2 Compliance with Laws. Each party shall 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 shall 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. The waiver by either party of a breach of any provision of these Terms shall not constitute an ongoing or future waiver of such breach or provision.

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

11.5 Headings. 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.

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 shall not require the other party's consent. Any attempted assignment or transfer in violation of foregoing shall be void. The Terms will inure to the benefit of and be binding upon any permitted successors or assigns.

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

11.8 Notice. Any notices to JumpCloud required or permitted hereunder shall be sent to JumpCloud at the postal address below, or at such other address as JumpCloud shall specify in writing. Any notices to Customer required or permitted hereunder shall be given at the email address provided by Customer in the Order, or at such other email address as Customer shall specify in writing. Such notice shall be deemed given upon personal delivery; if sent by email to Customer, one (1) day after being sent (unless a system rejection is received by JumpCloud within such time); or if sent by certified or registered mail, postage prepaid, five (5) days after the date of mailing.

JumpCloud, Inc.
Attn: Finance
361 Centennial Parkway
Suite 300
Louisville, CO 80027
Finance@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 set forth herein.

11.11 Entire Agreement. These Terms, including all applicable Orders, sets 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 hereof. However, if you and JumpCloud have entered into a written and pen-signed "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 set forth herein.

LAST UPDATED: September 10, 2020