DIRECTORY-AS-A-SERVICE® AGREEMENT

Welcome to JumpCloud. Please read the Directory-as-a-Service Terms below (our "**DAASA Terms**", "**Terms**", "**Terms of Service**" or "**TOS**") carefully as they contain the legal terms and conditions that govern your access and use of the Service or Professional Services provided by JumpCloud Inc. ("**JumpCloud**"). The term "**Customer**" means the individual or entity that registers for or uses the Service or Professional Services.

When you indicate agreement to the Agreement (defined below), you represent and warrant that you are authorized to execute, deliver, and bind Customer to the Agreement, and to act as Customer's agent in connection with the Agreement. The "**Effective Date**" of the Agreement is the earlier of the date you (a) begin using the Service, or (b) complete an Order. JumpCloud is not willing to provide the Service on any terms other than those in this Agreement.

JumpCloud has developed, and updates from time to time, an online user and device monitoring, management, and security service (the JumpCloud Open Directory Platform) that assists customers in the management, monitoring, and security of customers' users and device infrastructure (the "**Service**").

The "**Agreement**" (or "**DAASA**") includes the DAASA Terms below, these preamble paragraphs, any addenda, referenced documents, and all Orders. The DAASA Terms include any and all terms referenced or incorporated into the DAASA Terms. This Agreement constitutes the terms and conditions under which JumpCloud is willing to provide Customer with the Service and Professional Services and will take precedence over any conflicting or inconsistent text included in other materials (e.g., promotional materials) on the Site or provided to or by Customer. Except to the extent expressly provided in an Order and except as provided in the MSP Agreement (if applicable), the DAASA Terms will take precedence over any conflicting or inconsistent terms and conditions accompanying any Order. Any standard terms, invoicing documents, or purchase order terms provided by Customer are expressly rejected.

JumpCloud may modify the DAASA Terms at any time by posting updated versions of the DAASA Terms (or any portion thereof) on the Site. Such modifications become effective and binding on Customer upon the earlier of (i) any Customer access to or use of the Service after the date they are posted or (ii) thirty (30) days after the modifications are posted. Any continued Customer access to or use of the Service after the modifications have become effective will be deemed conclusive acceptance of the updated DAASA Terms.

DIRECTORY-AS-A-SERVICE® TERMS

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

"**Additional Feature**" has the meaning given in Section 3.1 (Fees).

"**Additional Quantity**" has the meaning given in Section 3.4 (Committed Period Subscriptions).

"**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. The Service includes all Authorized Software Tools.

"**Committed Feature**" has the meaning given in Section 3.1 (Fees).

"**Committed Quantity**" has the meaning given in Section 3.4 (Committed Period Subscriptions).

"**Customer Data**" means all information, data, files, links, and other materials submitted to or collected by the Service, including information regarding information technology infrastructure provided to JumpCloud under this Agreement. Customer Data excludes Usage Data.

"**Device**" (or "**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.

"**Documentation**" means the documentation provided or made available by JumpCloud to Customer describing use and operation of the Service.

"**Fair Use Policy**" means the JumpCloud policy available at https://jumpcloud.com/fair-use-policy.

"**High-Water Mark**" has the meaning given in Section 3.3 (High-Water Marks).

"**JumpCloud Agent**" means a JumpCloud software agent that is intended to run on a Device (e.g., a User's computer), including 'JumpCloud Protect', 'JumpCloud Password Manager', and 'JumpCloud Remote Assist'. The Service includes all JumpCloud Agents.

"**Order**" means (a) a JumpCloud-provided quote that has been executed by Customer, (b) the Service details specified in the self-service ordering process on the Site, or (c) in the absence of documentation described in foregoing "(a)" or "(b)", a Customer ordering document (e.g., a Purchase Order), excluding any standard or "form" terms included or referenced therein, that has been signed by an authorized agent of each party or presented by Customer and accepted by JumpCloud.

"**Order Term**" has the meaning given in Section 6.2 (Order Renewal).

"**Professional Services**" means the consulting, implementation, script-writing, technical account management, migration, or other professional services performed by JumpCloud personnel pursuant to an Order.

"**Service API**" means an application programming interface (API) that is expressly identified as an official API and provided by JumpCloud to Customer for accessing the Service.

"**Site**" means the JumpCloud website, mobile application(s), and/or Service dashboard.

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

"**Usage Data**" means all data collected or generated by JumpCloud in connection with use of the Service or with Professional Services (including information related to Devices, Users' use of the Service, network monitoring, and analysis.) Usage Data does not include public keys, usernames, or User 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 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. **SERVICES**.

2.1 **Service**. Subject to this Agreement, JumpCloud will provide Customer the components of the Service that are specifically described in an Order.

2.2 **Access; Limited License**. Subject to this Agreement, 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 and as permitted in the Terms; (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 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 this Agreement. No implied license or right of any kind, and no patent license or right, is granted to Customer under this Agreement. JumpCloud reserves the right to modify the terms and conditions on which any Customer, User, or partner of the Service uses any JumpCloud-provided API (including any information related to use of the API) in connection with developing, maintaining, offering, or using any integration between the Service and any other systems (e.g., an integration with systems that would provide services to other customers).

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 of this Agreement, and instead, is licensed to Customer under the terms of the applicable license associated with such Open-Source Software. Nothing in this Agreement limits Customer's rights under the licenses applicable to such Open-Source Software. If required by the license for any particular Open-Source Software, JumpCloud will make the source code for such Open-Source Software, and JumpCloud's modifications to that code, if any, available in response to Customer's written request sent to the address specified in the Order.

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 this Agreement for the duration of Customer's payment of fees corresponding to such Selected Support Tier.

2.5 **Data Processing**. (a) JumpCloud will process Customer Personal Data (as defined in the DPA) according to the Data Processing Addendum ("**DPA**"), which is available at https://jumpcloud.com/gdpr or /legal. The DPA may be updated from time to time by JumpCloud and is incorporated into the Agreement. JumpCloud will implement and maintain appropriate administrative, physical, and technical safeguards designed to protect the security, confidentiality, and integrity of Customer Data. (b) Such safeguards will include: (1) TLS encrypted communications between JumpCloud's servers and applicable JumpCloud Agents; (2) sensitive data is encrypted at rest and in transit using industry standard encryption technology; (3) employee security awareness training and appropriate background checks; (4) redundant Service infrastructure; (5) internal access controls; (6) active software monitoring of JumpCloud user logins and privileged commands; and (7) log monitoring.

2.6 **Usage Data**. Customer acknowledges and agrees that provision of the Service involves, and Customer authorizes, JumpCloud's: (a) processing of Customer Data and Usage Data in connection with providing the Service, to assist Customer in using the Service, and as described in this Agreement; (b) use of Usage Data in connection with providing, analyzing, and improving the Service; 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 **Software Tools and APIs**. Any Software Tool that is not an Authorized Software Tool (a "**Community Software Tool**", e.g., a script developed or modified by, or specifically for, Customer or third parties) or API Call Code that is not written and provided by JumpCloud is not a component of the Service and is not required to be supported by JumpCloud. All custom scripts provided by JumpCloud to Customer as part of Support or Professional Services are considered Community Software Tools. 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 API Call Code and the Software Tools it uses.

2.8 **Third-Party Software**. The Service or Software Tools may enable Customer to store, download, or install third party software on Devices (e.g., software updates). All risks related to such third-party software are entirely the responsibility of Customer. JumpCloud has the right (but not the obligation) to vet, review, block, delete, evaluate, or scan such third-party software.

2.9 **Third-Party Authentication and Integrations**. The Service may enable Customer to (a) use third-party authentication services or credentials (including tokens, certificates, or Customer-provided certificates associated with such credentials (e.g., to sign on to the Service or as credentials for single sign on (SSO) to access third-party accounts such as Google, Slack, and GitHub) ("**Third-Party Authentication**"), and (b) integrate the Service with third-party services (each, a "**Third-Party Integration**"). Third-Party Integrations are intended, for example, for data transfers for syncing and are implemented through protocols such as SCIM. Customer acknowledges and agrees that: (1) JumpCloud is entitled to rely on any authentication or credentials provided via any Third-Party Authentication; (2) Customer authorizes JumpCloud to disclose Customer Data to the third party associated with any Third-Party Integration that Customer enables; (3) JumpCloud will not be responsible or liable, directly or indirectly, for the security of any Third-Party Authentication or any changes to any protocol or API for a Third-Party Integration or the security of the underlying protocols used for the same, or for any damage or loss caused by or in connection with the use of or reliance on any Third-Party Authentication or Third-Party Integration; (4) each applicable Third-Party Authentication provider is a separate data controller or processor with respect to such provider's processing of Customer Data; (5) any use of any Third-Party Authentication is subject to such provider's terms and privacy practices and JumpCloud does not control the processing of Customer Data by any such provider; and (6) if Customer enables, integrates, accesses, or otherwise uses any Third-Party Authentication in connection with use of the Service, any such use is governed solely by the terms, conditions, and policies of such Third-Party Authentication. ANY USE OF ANY THIRD-PARTY AUTHENTICATION OR ANY THIRD-PARTY INTEGRATION IS DONE AT CUSTOMER'S SOLE 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 THIRD-PARTY INTEGRATION OR THE SECURITY THEREOF.

2.10 **Beta Features**. JumpCloud may make certain pre-release, incomplete, beta, experimental, or evaluation features or functionality available to Customer as part of the Service ("**Beta Features**") for Customer to evaluate. Customer's use of any Beta Features is subject to any additional or different terms that JumpCloud may specify. JumpCloud: (a) has the right to terminate access to Beta Features at any time (notwithstanding any announced or expected availability (e.g., trial, evaluation, or beta period)); (b) may or may not make a Beta Feature available as a generally-available feature of the Service, and/or (c) may make available as part of the Service or as an Additional Feature (as defined in Section 3.1 (Fees; Payments)), a generally available feature of the Service that is the same or similar to a Beta Feature. Except as otherwise set forth in this Section 2.10 (Beta Features), these DAASA Terms apply to Beta Features. Customer acknowledges that Beta Features are under development, may be inoperable or

incomplete, and are likely to contain errors and bugs. JumpCloud may charge a fee for any Beta Feature. All information regarding the existence, characteristics, features, or performance of any Beta Feature constitutes JumpCloud's Confidential Information. To the maximum extent permitted by applicable law, JumpCloud disclaims all obligations or liabilities with respect to Beta Features. NOTWITHSTANDING ANYTHING ELSE IN THESE TERMS, JUMPCLOUD'S MAXIMUM AGGREGATE LIABILITY TO CUSTOMER WITH RESPECT TO BETA FEATURES WILL IN NO CASE EXCEED US$100.

2.11 **JumpCloud Partners**.

(a) **Sales Channel Partners**. If Customer has purchased the Service from an authorized JumpCloud channel partner (such as a reseller) ("**Channel Partner**"), the payment terms between Customer and the Channel Partner will apply (instead of the payment terms in these DAASA Terms). Any nonpayment of applicable Service Fees (by Customer or the Channel Partner) to JumpCloud will be a material breach of this Agreement. To the extent that Customer is a Channel Partner (e.g., a managed service provider (an "MSP"), reseller, value added reseller, or distributor), Channel Partner agrees to any and all terms applicable to its type of Channel Partner, as described at jumpcloud.com/legal (e.g., the JumpCloud MSP Agreement or the JumpCloud Channel Partner Agreement). Provided that MSP's customer terms are at least as protective of JumpCloud as these DAASA Terms, MSP's customers will be subject to MSP's customer terms rather than these DAASA Terms.

(b) **Integration Partners**. Without limiting the applicability of Section 2.13(c) (Sandbox), to the extent Customer develops or has developed an integration (including any integration using JumpCloud APIs) between the Service and any other system or service (e.g., a compliance service, an HRIS service, or another identity provider service) and intends to make that integration available to other JumpCloud customers, Customer agrees to (a) comply with API requirements, (b) update API Call Code to maintain compatibility with API requirements, and (c) any and all additional terms applicable to integration partners (if for example, terms applicable to making an integration, between the Service and any other service or platform, available to other Customers) described at jumpcloud.com/legal.

2.12 **Professional Services**. To the extent that an Order includes Professional Services, this Section 2.12 (Professional Services) applies. JumpCloud will provide the Professional Services in a workmanlike manner consistent with generally accepted industry standards. Customer must use the Professional Services identified in an Order within the time period (or "duration") described in the Order or the Site for such Professional Services. Customer must notify JumpCloud of any breach of JumpCloud's obligations regarding Professional Services within thirty (30) days from the performance of the relevant Professional Services. Customer's sole and exclusive remedy and the entire liability of JumpCloud for its breach of such obligations will be for JumpCloud, at its expense and discretion, to (a) use commercially reasonable efforts to reperform or repair the non-conforming Professional Services, or (b) if JumpCloud is unable to reperform or repair the Professional Services, refund the portion of the Professional Services Fees paid attributable to the non-conforming Professional Services. Customer acknowledges that JumpCloud's ability to perform the Professional Services is dependent and conditioned upon Customer's provision of timely and accurate information, access to resources, and Customer's cooperation. Professional Services include but are not limited to: (i) "Technical Account Management Services" or "TAM Services", meaning the technical advisory Professional Services identified in an Order and provided by JumpCloud

personnel; (ii) "Implementation Services", meaning the consultative, planning, or management Professional Services identified in an Order and provided by JumpCloud personnel to implement the Service; and (iii) "Migration Services", meaning the consultative, planning, and management Professional Services identified in an Order and provided by JumpCloud personnel to migrate Customer's users, devices, and applicable data (e.g., groups and applications) from Customer's then-current platform to the Service.

2.13 **Specific Features**. JumpCloud makes certain features of the Service available for which additional terms apply. JumpCloud may modify, discontinue, or augment features of the Services by providing information regarding the same in the Documentation or the Site.

(a) **Independent Mobile Apps**. JumpCloud makes certain mobile apps (such as 'JumpCloud Protect') available for personal, free, and unlimited use independent of all other features of the Service (e.g., for an individual person using the app for personal use). IF CUSTOMER USES SUCH APPS FOR SUCH PERSONAL USE, NOTWITHSTANDING ANY PROVISION TO THE CONTRARY: (I) THE SERVICE IS PROVIDED TO CUSTOMER "AS IS" AND "WITH ALL FAULTS", (II) NONE OF THE RESTRICTIONS ON OR OBLIGATIONS OF JUMPCLOUD WILL APPLY, AND (III) JUMPCLOUD'S AGGREGATE LIABILITY TO CUSTOMER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED $100.

(b) **Password Manager**. The JumpCloud Password Manager stores each User's passwords and other protected data ("**PWM Data**") locally on the User's Device(s) and may provide Users a cloud backup option. EXCEPT AS EXPRESSLY STATED IN PASSWORD MANAGER DOCUMENTATION, JUMPCLOUD DOES NOT HAVE ANY MEANS OF RECREATING OR RETRIEVING PWM DATA. JumpCloud deploys reasonable security features to protect PWM Data and for generating suggested credentials; however, JumpCloud cannot and does not guarantee that PWM Data will be 100% protected. Any sharing of any User's PWM Data is Customer's responsibility (and JumpCloud will have no liability with respect to any use (or misuse) of shared PWM Data).

(c) **Sandbox**. To the extent an Order identifies, or JumpCloud provides Customer access to, a 'Not For Resale' or 'Sandbox' environment, account, 'Org ID', or SKU, ("**Sandbox**"), JumpCloud grants Customer, subject to the terms of this Agreement, a non-exclusive, limited, non-sublicensable, and non transferable license, solely in connection with the Sandbox, to use the Service solely for internal or prospective customer demonstration, internal training, testing of integration(s) between the Service and any other system(s), or support, in compliance with JumpCloud's documentation and instructions. JumpCloud reserves all other rights and has the right to terminate such Sandbox license, charge a fee for such Sandbox (after reasonable notice), or de-provision such access. JumpCloud will use reasonable efforts to give Customer notice of such license termination or access de-provisioning. Sandbox licenses cannot be resold or used in a production environment. JumpCloud may require a mutually-agreed Order or separate integration agreement, for Customer to enable, or provide to third parties, any integration between the Service and any other service or platform. All usage and payment terms (e.g., Additional Feature described in Section 3.1) apply to Sandbox access. JumpCloud provides Sandbox access to Customer solely as a courtesy and has no obligations (including indemnity) or liability with respect to any such usage. NOTWITHSTANDING ANYTHING ELSE IN THESE TERMS, JUMPCLOUD'S

MAXIMUM AGGREGATE LIABILITY TO CUSTOMER WITH RESPECT TO THE SANDBOX WILL IN NO CASE EXCEED US$100.

3. **FEES; PAYMENTS**.

3.1 **Fees**. Customer will pay JumpCloud all fees identified on the applicable Order and/or described in this Agreement (the "**Service Fees**", and for Professional Services, "**Professional Services Fees**") in accordance with the applicable Order and this Section 3 (Fees; Payments). Service Fees include (a) fees for the SKUs and features in Customer's subscription as described in an Order ("**Committed Features**"), (b) except as provided in Section 3.9 (Free Usage), fees for additional features or functionality of the Service used or enabled by Customer that are not Committed features ("**Additional Features**"), which are calculated based on the highest Committed Quantity or High-Water Mark with respect to any line-item in any Order (whichever is higher), (c) fees for the Selected Support Tier, and (d) any other fees described in the Agreement.

3.2 **User-Based Pricing**. Customer may authorize up to three (3) Devices per User. Customer will be invoiced 33.3% of the then-current per-User Service Fee monthly list price for each Device that accesses or is authorized to access the Service in excess of this limit (for illustrative purposes only: if Customer has 20 Users, Customer will be invoiced for each Device authorized in excess of 60 Devices). 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 this Agreement.

3.3 **High-Water Marks**; Total Usage. The Service Fees for each month will be calculated based on the maximum number of Users and of Devices, as applicable, measured at any time during the month (a "**High-Water Mark**" or "**Total Usage Quantity**" of Users and of Devices). For purposes of calculating the High-Water Marks for User-based pricing, and for illustrative purposes only: if there are 20 Users and 60 Devices at the beginning of the month, and then during that month, (i) 5 Users are added (and 2 are later deleted), and (ii) 25 Devices 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 , with an Additional Quantity of 5 Users), and (b) the High-Water Mark of Devices for that month would be 85 Devices (and the Service Fees for such month include the excess Device fee described in Section 3.2 (User-Based Pricing) for an Additional Quantity of 10 Devices in excess of 75.

3.4 **Committed Period Subscriptions**. If the Order indicates 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 or Devices specified in such Order (the "**Committed Quantity**" of Users or Devices). If the High-Water Mark of Users or of Devices 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 High-Water Mark (the "**Additional Quantity**"), based on the Service Fees calculation described in Section 3.3 (High-Water Marks), for such month.

3.5 **Monthly Subscriptions**. For month-to-month subscriptions, all Service Fees will be invoiced monthly in arrears ("**Monthly Service Fees**") and JumpCloud will charge full Monthly Service Fees for every full or partial month of the Service prior to termination of the Agreement, based on the High-Water Marks for such months.

3.6 **Payment Authorization**. Unless otherwise stated in the applicable Order, JumpCloud will charge (and Customer hereby authorizes JumpCloud to charge) Customer's provided payment card or ACH, EFT, swift, or wire instructions, as of the date the invoice is generated, for (a) all Service Fees(b) all fees for any applicable Renewal Order Term, at the time of such renewal, and (c) the amount of any past due fees, plus late charges, if any, due to JumpCloud under this Agreement. Customer agrees to complete any forms, approvals, and consents required to enable ACH-related (or other) forms of payment. Customer must provide a payment card or ACH instructions with respect to each Order (as required by JumpCloud), unless otherwise provided in the Order or agreed in writing by JumpCloud. JumpCloud's payment card processor will retain Customer's payment card or ACH information for purposes of this Section 3.6 (Payment Authorization).

3.7 **Payment Terms**. All fees are due to JumpCloud within fifteen (15) days after the date of the applicable invoice (except as provided in Section 3.6 (Payment Authorization) or as otherwise agreed by the parties in the Order). All payments must be made in U.S. Dollars via a method approved by JumpCloud (e.g., wire, swift, ACH, etc.) without conditions or 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. Any payment terms and discounts agreed in an Order will apply only to the Committed Quantity of the Committed Features. The price for any Additional Quantity and for any Additional Feature(s) will be the monthly list price stated on the Site unless otherwise provided in the Order. Claims for adjustment of any invoiced or charged fees must be submitted in good faith by Customer before payment is due. Claims must be submitted by Customer electronically to JumpCloud at billing@jumpcloud.com. If no such claims for adjustment are made prior to payment becoming due, Customer acknowledges that such amounts constitute a debt owed to JumpCloud. If any amounts are disputed in good faith, Customer will pay the undisputed amounts when due and payment of such undisputed amounts may not be withheld for any reason. Undisputed amounts that are not paid when due may accrue a late fee of one and one-half percent per month or the maximum rate permitted by applicable law, whichever is less, from the due date until paid. Customer will reimburse JumpCloud for all costs (including reasonable attorney and collection agency fees) associated with collecting delinquent or dishonored payments. The applicability of any discount in any Order is contingent upon JumpCloud's timely receipt of payment and any tax documentation (as described in Section 3.8 (Taxes)) for each invoice no later than the due date required under this Agreement. If a payment or tax documentation is not received by its due date and such failure is not cured within ten (10) days from JumpCloud's notification thereof, JumpCloud will have the right (without affecting any of JumpCloud's rights or remedies) to (a) charge (and Customer will pay) the full un-discounted price, (b) terminate any provisions inconsistent with, and strictly enforce the terms described in, Section 3.7 (Payment Terms), (c) suspend Administrator and/or or User access to the Service until payment is received, (d) terminate the Agreement, and/or (e) (with respect to failure to pay) require Customer to prepay future payments, or provide a letter of credit for future payments, in order to secure JumpCloud's continued performance. All fees due under this

Agreement are non-refundable, except as expressly provided in Section 6.5 (Effect of Termination) and Section 9 (Indemnity).

3.8 **Taxes**. All fees exclude, and Customer will be responsible for, all sales, use, excise, and other taxes applicable to the transactions contemplated by this Agreement, except for taxes based on JumpCloud's net income. Fees payable hereunder are in exchange for the provision of the Service by JumpCloud and are not a royalty or license fee. To the extent Customer is legally obligated to withhold and remit any portion of any of the fees to the taxing authority in its jurisdiction ("withholding amount"), Customer will deliver to JumpCloud, no later than 30 days after the date Customer is required to make payment to JumpCloud, any and all applicable certificates (including any specified by JumpCloud) that document its payment of the withholding amount ("tax documentation"). For countries where JumpCloud is not registered to collect indirect taxes (e.g., VAT or GST), Customer will pay such taxes via reverse charge mechanism to the appropriate tax authority. Customer will reimburse JumpCloud for any deficiency relating to taxes that are Customer's responsibility under this Agreement. If applicable, Customer shall communicate to JumpCloud its VAT or GST identification number(s) attributed by (i) the country where Customer has established its business or (ii) any other country where Customer has established a fixed establishment to which the Service is provided. JumpCloud will consider the Service under this Agreement to be for Customer's business use and provided to the location(s) of Customer as identified by the provided VAT or GST identification number(s). Upon request, Customer shall promptly provide JumpCloud with proof of any tax payments made to applicable authorities. Customer shall promptly pay or reimburse JumpCloud for all costs and fines related to any liability incurred by JumpCloud as a result of Customer's non-compliance or delay with its responsibilities in this Section, except if the delay in paying taxes is as a result of the conduct of JumpCloud. Customer's obligations under this Section will survive the termination or expiration of this Agreement.

3.9 **Free Usage**. JumpCloud may provide the Service (or designated features of the Service) for free for limited periods of time, subject to this Section 3.9 and JumpCloud's Fair Use Policy. Notwithstanding anything to the contrary: (a) JUMPCLOUD'S MAXIMUM AGGREGATE LIABILITY TO CUSTOMER ARISING OUT OF OR IN CONNECTION WITH FREE USAGE WILL NOT EXCEED $50; (b) when Customer's "Free Trial" (as that term is used in the Fair Use Policy) period expires, JumpCloud may suspend Customer's access to the Service until Customer has committed to an Order for the Service, and JumpCloud may delete Customer's account (and all of its Customer Data) as early as thirty (30) days after the end of the Free Trial period; (c) if Customer continues to use any Additional Feature after Customer's "Free Testing" (as that term is used in the Fair Use Policy) period for such feature has expired and Customer has not added such feature to its subscription via an Order, JumpCloud may, in its sole discretion: (1) charge Customer (and Customer agrees to pay) the monthly fees specified on the pricing page for the Site for any use of such Additional Feature during a portion of any month during the Term, and (2) if Customer does not timely pay such fees, suspend or terminate Customer's access to such feature (without limiting any other remedies).

3.10 **CrowdStrike Customers**. In respect of Device-based pricing in CrowdStrike Customer Orders: (a) for Devices in excess of the number of Devices specified in the Order, each such Device will be invoiced at the then-current per Device Service Fee list price, and (b) the Device High-Water Mark is calculated

based on the maximum number of Devices as measured at any time during the month. CrowdStrike is not party to, and has no responsibility or liability under, this Agreement.

4. CUSTOMER RESPONSIBILITIES.

4.1 **Limitations**. Customer agrees that Customer will not, and will cause each User to not: (a) interfere with, disrupt, create an undue burden on, alter, translate, or modify the Service or Professional Services, 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) introduce software or automated agents or scripts to the Service so as to produce multiple accounts or use or access the Service or Professional Services in any way that is not expressly authorized in the applicable Documentation or by JumpCloud without JumpCloud's express and prior written permission; (d) create derivative works of the Service, or reverse engineer, reverse compile, reverse assemble, or do anything else 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 this Agreement; (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; (k) exercise any rights in excess of those granted in Section 2 (Service); (l) access or use the Service or any feature thereof (including via any API) in excess of any restriction or limitation described in this Agreement, any Documentation, or an Order; (m) use the Service (i) to commit fraud or impersonate any person or entity, (ii) to attempt to gain access to, or perform any action on, any device or system for which Customer does not have permission to access or to perform such action, (iii) to distribute or transmit any software or other computer files that contain any harmful code (e.g., a virus, trojan horse, worm or other harmful or destructive component), or (iv) for any illegal purposes; (n) after a reasonable time after a JumpCloud security notice has been issued, continue to use any part of the Service in a way that does not comply with such security notice (e.g., Customer will promptly update any credentials that JumpCloud notifies Customer may have been compromised); or (p) attempt to circumvent any JumpCloud access, security, or copyright protections.

4.2 **Availability**. Customer is responsible for obtaining all services and technologies necessary to access to the Service and receive Professional Services and Customer understands that such access may involve third-party fees and costs (such as ISP, VPN, or airtime charges). Customer is responsible for all such fees and costs.

4.3 **Usernames and Passwords**. Customer is 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 this Agreement, 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 this Agreement of which it becomes aware.

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. For purposes of determining Service Fees, the High-Water Mark, and any Committed Quantity, the total number of Users and of Devices 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 authorizes JumpCloud to rely upon communications from any Administrator with respect to the Service, including instructions to delete and/or add Users, Devices, and/or accounts as contemplated under Section 4.4 (Users; Sub-Accounts). 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 not the obligation) 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, the certification process, and certifications. Certifications are not an endorsement of the Administrator by JumpCloud, and a certification does not represent that the Administrator is performing services on behalf of JumpCloud.

4.7 **Authority**. Customer represents and warrants that it has the authority, right, and all necessary consents 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 (e.g., remote access to, and executing remote actions on, devices and systems) that it takes in connection with using the Service or Professional Services, and (c) provide JumpCloud access to Customer's systems to perform Professional Services, including (i) actions performed on or in connection with any Device owned or controlled by any User on which any JumpCloud Agent is installed, and (ii) installing or using 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 DEVICE

INTEGRATION, IN EACH CASE ARISING FROM OR RELATED TO THIS AGREEMENT, THE
SERVICE, PROFESSIONAL SERVICES, SOFTWARE TOOLS, THIRD-PARTY SOFTWARE, OR
JUMPCLOUD AGENTS.

6. **TERM, TERMINATION, AND SUSPENSION**.

6.1 **Agreement Term**. Unless otherwise expressly provided in the applicable Order, this Agreement will
commence on the Effective Date and will continue until all Orders entered into under this Agreement
expire or are terminated as provided in this Agreement and Customer completes the account termination
procedure provided by JumpCloud ("**Term**").

6.2 **Order Term**. Following an Order's initial term (the "**Initial Order Term**"), unless otherwise
specified in the Order, such Order will automatically renew for additional one-year periods, except in
respect of Initial Order Terms that are monthly, which will automatically renew for additional one-month
periods (each, a "**Renewal Order Term**" and each Renewal Order Term and Initial Order Term, 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 and modify Customer's SKUs, features, or products by informing Customer of the same, and such
increased Service Fees and modifications will not apply until the first Renewal Order Term that starts at
least 30 days after such notice. Unless JumpCloud agrees otherwise, (a) any terms in an Order that are
inconsistent with the DAASA Terms will not apply to any Renewal Order Term and (b) Committed
Quantities (for Users and Devices) in any Renewal Order Term will be the greater of (i) the Committed
Quantities in the preceding Order Term, and (ii) the highest High-Water Marks during the last three (3)
months of the preceding Order Term.

6.3 **Termination**. Except as otherwise provided for in this Agreement, if a party breaches a material
provision of this Agreement and such breach remains uncured for 30 days (ten (10) days for payment
obligations) following the breaching party's receipt of written communication regarding the breach, the
nonbreaching party will have the right to (a) terminate this Agreement, (b) terminate any or all Orders
under this Agreement, or (c) if JumpCloud is the nonbreaching party, suspend Customer's access to the
Service. If Customer has not accessed or used the Service for at least six (6) months, JumpCloud may
terminate this Agreement. JumpCloud has the right to terminate any Free Trial at any time, for any reason
or no reason.

6.4 **Suspension**. If (a) Customer fails to make payment for any applicable fees due under this Agreement
and does not cure the same within 10 days after receiving notice thereof, (b) Customer breaches any
restriction or exceeds any limitation described in this Agreement and does not cure the same within ten
(10) days after receiving notice thereof, (c) Customer breaches any of subsections "(a)"-"(c)" of Section
4.1 (Limitations), or (d) required by JumpCloud's compliance program or there is a threat to the security
or technical integrity of the Service or a User account, JumpCloud has the right to suspend or rate limit
Customer's (or any Device or User) access to the Service, until such time as JumpCloud reasonably
determines that Customer is in compliance with the terms of this Agreement or that such threat has been
addressed.

6.5 **Effect of Termination**.

(a) Upon any termination or expiration of (i) this Agreement or any Order, Customer will promptly pay JumpCloud all amounts owed under this Agreement or the Order, as applicable, without regard to whether any invoices had been previously issued; (ii) this Agreement, all outstanding Orders will automatically terminate; and (iii) this Agreement, Customer's license and access to the Service will automatically terminate. If the Agreement is terminated pursuant to Section 6.3 (Termination), sums paid or refunded will not limit a party's liability under this Agreement. For the avoidance of doubt, termination or expiration of an Order or any aspect of an Order will not, in itself, impact the effectiveness of any other aspect of such Order, other Orders, or the Agreement.

(b) Customer may access Customer Data up to the effective date of termination or expiration of the applicable Order, and following any termination or expiration of all Orders, Customer may request deletion of Customer Data by emailing JumpCloud and JumpCloud will delete Customer Data following its receipt of such request. JumpCloud specified authentication, including Customer's unique customer identification information, will be required prior to deletion of Customer Data. JumpCloud shall have the right to delete Customer Data (including Customer's account) 30 days after termination or expiration of all Orders or Free Trial periods.

(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 by Customer. Customer will not have any rights in or to the Service after any termination or expiration of this Agreement. The remedies described in this Agreement (including this Section 6.5) are not exclusive. Sections 1 (Definitions), 2.6 (Usage Data) (excluding subpart "(a)"), 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 this Agreement.

(d) If Customer has not completed the account termination procedure previously provided by JumpCloud as of the expiration or termination of an Order, or Customer continues to use the Service past the expiration or termination date of the Order, JumpCloud will invoice (and Customer will pay) Service Fees in advance of each month until the account termination procedure is completed. Such Service Fees will be non-discounted and based on (a) the then-current monthly list price and (b) the greater of (i) the Committed Quantities in the preceding Order Term, and (ii) the highest High-Water Marks during the last three (3) months of the preceding Order Term.

7. **OWNERSHIP**.

7.1 **Ownership of Services**. As between JumpCloud and Customer, JumpCloud owns all right, title, and interest in and to the Service, templates and policies included in and configurations of any part(s) of the Service, Documentation, and Professional Services, including 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 or Professional Services, except as specifically provided in this Agreement, and (b) any configuration or deployment of the Service or Professional Services will not affect or diminish JumpCloud's rights, title, and interest in and to the Service or

Professional Services, as applicable. 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 any content from the Site, Service, or Professional Services in any form other than in accordance with this Agreement. Customer will not remove, alter, or obscure any proprietary notices (including copyright notices) of JumpCloud or its suppliers in the Service or Documentation.

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 or Professional Services for Customer in accordance with this Agreement.

7.3 **License to Feedback**. "**Feedback**" means all Customer or User policies or configurations of any part(s) of the Service and all suggestions regarding new features, functionality, or performance for the Service or Professional Services, including suggestions submitted through the Site. Customer hereby grants to JumpCloud a royalty-free, worldwide, transferable, sublicensable, irrevocable, and perpetual license to use such Feedback and any API Call Code disclosed to JumpCloud for any lawful purpose, including the development or improvement of features or functionality for the Service or Professional Services. 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 and Professional Services will be considered JumpCloud's Confidential Information, notwithstanding any failure to mark or identify it as such. Protections for Customer Data are provided for solely in Section 2.5 (Data Processing). The commercial and non-public terms of the Agreement are Confidential Information of the parties, but the relationship of the parties created by this Agreement is not Confidential Information. Notwithstanding the foregoing, each Receiving Party may disclose the Disclosing Party's Confidential Information: (a) to consultants, accountants, banks, investors, and actual or potential financing sources and their advisors; (b) in connection with a merger or acquisition or proposed merger or acquisition, or the like; and/or (c) in connection with the requirements of a securities filing. Customer's Confidential Information and Customer Data exclude any Customer business and support contact information provided to JumpCloud, which may be used by JumpCloud for its business 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 this Agreement, 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 this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duties under this Agreement. 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 this Agreement 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 this Agreement, 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 to the Disclosing Party. 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 or disclosure.

9. **INDEMNITY**. 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 or Professional Services infringe 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 (Indemnity) or otherwise with respect to any claim based upon: (i) any use of the Service or Professional Services not in accordance with this Agreement; (ii) any use of the Service or Professional Services 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 or Professional Services by any person other than JumpCloud or its authorized agents or subcontractors. If use of the Service or Professional Services is, or in JumpCloud's opinion is likely to become, enjoined, or if use of the Service or Professional Services 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 or Professional Services so that it is non-infringing; (2) replace the portion of the Service or Professional Services that infringe or allegedly infringe with non-infringing components that are functionally equivalent; (3) obtain a license that will enable Customer to continue use of the Service or Professional Services as provided under this Agreement; or (4) if none of the foregoing are commercially reasonable for JumpCloud, terminate this Agreement and refund any prepaid but unused Service Fees or Professional Service Fees. THIS SECTION 9 (INDEMNITY) STATES JUMPCLOUD'S ENTIRE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

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 THIS AGREEMENT, 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 THIS AGREEMENT WILL EXCEED THE AMOUNT OF SERVICE FEES OR PROFESSIONAL SERVICE FEES PAID OR PAYABLE BY CUSTOMER TO JUMPCLOUD FOR THE SERVICE OR PROFESSIONAL SERVICES (AS APPLICABLE) DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS FIRST GIVING RISE TO ANY SUCH LIABILITY.

11. **GENERAL PROVISIONS**.

11.1 **Governing Law**. This Agreement is governed by and construed in accordance with the laws of the State of Delaware 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 Delaware for purposes of suit or other proceedings arising out of or relating to this Agreement or the subject matter hereof. In the event that a suit is brought to enforce the

terms of this Agreement, the prevailing party will be entitled to its reasonable attorneys' fees and costs. If Customer's place of business is located outside of the United States, then any claim arising out of or related to this Agreement, including claims related to the parties' negotiations and inducements to enter into this Agreement, will be submitted to mandatory, binding arbitration under the auspices of the International Chamber of Commerce (the "**ICC**"), in New York, New York with the parties sharing equally the costs of arbitration. Arbitration will proceed according to the then current commercial rules of the ICC. This Section 11.1 (Governing Law) does not limit either party's right to provisional or ancillary remedies from a court of competent jurisdiction before, during, or after the pendency of any arbitration, and the exercise of any such remedy does not waive either party's right to arbitration. Judgment on an arbitration award may be entered by any court with competent jurisdiction.

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

11.3 **Severability; Waiver**. If any provision of this Agreement 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 this Agreement 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 this Agreement will not constitute an ongoing or future waiver of such breach or provision.

11.4 **Force Majeure**. JumpCloud will not be liable under this Agreement by reason of any failure or delay in the performance of its obligations under this Agreement as a result of any cause which is beyond its reasonable control.

11.5 **Headings; Interpretation**. Headings used in this Agreement 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 this Agreement. 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, this Agreement, or any of its rights under this Agreement or delegate any of its duties under this Agreement to any third party without the other party's prior written consent; except that the following will not require the other party's consent: (a) an assignment pursuant to a transfer of all or substantially all of such party's business and assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, or otherwise, provided that the assignee assumes all obligations under this Agreement, or (b) JumpCloud's assignment of its rights as described in Section 2.11 (JumpCloud Partners). Any attempted assignment or transfer in violation of the foregoing will be void. This Agreement will inure to the benefit of and be binding upon any permitted successors or assigns.

11.7 **Independent Contractors**. The parties to this Agreement are independent contractors and no agency, partnership, joint venture, or employee-employer relationship is intended or created by this

Agreement. Neither party will have the power to obligate or bind the other party. Customer hereby acknowledges and agrees that JumpCloud may reward Customer's employees or contractors for winning contests, sweepstakes, or giveaways; completing surveys; participating in focus groups; or referring potential customers to JumpCloud.

11.8 **Notice**. Any notices to JumpCloud required or permitted under this Agreement will be 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 this Agreement 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 and Professional Services require periodic electronic communication including password resets, notifications, and other critical electronic communications (including emails or in-Service communications), and Customer agrees that such communications satisfy any requirements that would be met if they were in hard copy. This provision does not affect Customer's statutory rights. Further, Customer understands and agrees that without such communications Customer will not be able to receive customer support, maintenance notifications, upgrade announcements, or other critical information to operate the Service or receive Professional Services. As a result, by executing an Order, 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 this Agreement.

11.11 **Export**. Customer warrants that it and each of its Users is not restricted under applicable law from accessing or using the Service. Customer warrants it will not: (a) permit any person or entity to access or use the Service or Professional Services in violation of any U.S. law or regulation; (b) directly or indirectly, take any action that would cause JumpCloud to be in violation of United States anti-boycott laws under the United States Export Administration Act or the United States Internal Revenue Code, or any regulation thereunder; or (c) export, directly or indirectly, any technical data acquired from JumpCloud pursuant to this Agreement 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 person or entity to access or use the Service or Professional Services in, or export any such technical data or product utilizing such data to, a country subject to a United States embargo (such as: Cuba, Iran, North Korea, Sudan, Syria, Crimea, Donetsk People's Republic, and Luhansk People's Republic regions of Ukraine).

11.12 **ABAC**. Customer warrants it will comply with all laws related to bribery and corruption that are, or may be, applicable to JumpCloud and Customer, including without limitation, the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act and any similar laws applicable to Customer (collectively, "**ABAC Laws**"). Without limiting the generality of the foregoing, Customer shall not, directly or indirectly, (i) give any type of payment or anything of value to a private individual or Government Official where the intent is to improperly influence such private individual or Government Official to obtain or retain business or some other commercial advantage, or (ii) accept any type of payment or anything of value from any private individual or Government Official where the intent of the giver is to influence the Customer to act improperly. Customer covenants that it will maintain accurate books and records and systems of internal controls to ensure compliance with ABAC Laws. For purposes of this Section, "**Government Official**" means an official of any government department or agency or their family members; officials of any public international organization (such as the United Nations); political parties and party leaders; candidates for public office; executives and employees of government-owned or government-run companies; anyone acting on behalf of a Government Official; or an individual holding a legislative, administrative, or judicial position of any kind, whether appointed or elected, who exercises a public function on behalf of any country or territory or any public agency or public enterprise of that country or territory, or who is an official or agent of any public international organization.

11.13 **Entire Agreement**. This Agreement 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 of this Agreement including any non-disclosure agreements (with the confidentiality provisions of this Agreement to govern any prior disclosures of Confidential Information). Any and all standard or "form" terms included in, associated with or referenced in, 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 not bind the parties, will be of no consequence whatsoever in interpreting the parties' legal rights and responsibilities as they pertain to this Agreement (including any billing or payment requirements), the Service, or Professional Services. No person other than JumpCloud's CEO, CFO, or VP of Finance has the authority to bind JumpCloud to the same or to any other terms related to the Service or Professional Services. Any reference on the Site to the "Terms of Service" will mean, with respect to Customer, this Agreement. Except as otherwise provided in this Agreement, all modifications or amendments to this Agreement must be in writing and signed by the authorized representatives of both parties. No person, other than JumpCloud's CEO, CFO, or VP of Finance, has the authority to waive or amend any terms of this Agreement (including any Order) on behalf of JumpCloud. To the extent of any conflict between the provisions of this Agreement and the provisions of any Order, the provisions of this Agreement will govern, except that those provisions of an Order that expressly identify the conflicting provision of this Agreement 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 this Agreement.

11.14 **App Store Provisions**. (a) The availability of a JumpCloud mobile app (an "**App**") is dependent on the entity from whom Customer obtained the App (each an "**App Store**"). The relevant App Store is not a party to this Agreement, and JumpCloud, not the App Store, is solely responsible for the Service and any related claims (e.g., legal compliance or intellectual property infringement). Customer is responsible for connectivity fees associated with its use of any Apps or App Store and any fees charged by an App Store in connection with the Service. Customer will comply with all applicable App Store terms and policies when using any App. The App Store company and its subsidiaries are third-party beneficiaries of the applicable aspects of this Agreement and may enforce them. (b) Customer will only use Apps accessed through or downloaded from the Apple App Store (i) on an Apple-branded device that runs iOS (Apple's proprietary operating system), and (ii) as permitted by the "Usage Rules" in the Apple App Store Terms of Service.

11.15 **Non-U.S. Provisions**. (a) If Customer is a resident of the United Kingdom, this Agreement is modified as follows: (i) Except as provided in Section 11.14 (App Store Provisions), third parties have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of this Agreement, but this does not affect any right or remedy of such third party which exists or is available apart from that Act. (ii) These Terms are drafted in the English language, and no translation of this Agreement has any force or effect. (b) If Customer is a resident of Germany, this Agreement is modified as follows: (i) notwithstanding anything to the contrary, JumpCloud is also not liable for acts of simple negligence (unless they cause injuries to or the death of any person), except when they are caused by a breach of any substantial contractual obligations (vertragswesentliche Pflichten).

LAST UPDATED: August 1, 2024