Welcome to JumpCloud. Please read the following terms of service ("   ") carefully as they contain the legal terms and conditions that govern your access and use of the Service (defined below) provided by JumpCloud, Inc. ("   " "   " "   " or"

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

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.

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

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

Certain aspects of JumpCloud Agents and Software Tools may include code or software that is subject to "open source" or "free software" licenses ("   ") and may be owned by third parties. The Open Source Software is not subject to the terms and conditions of these Terms, and instead, is licensed to Customer under the terms of the applicable license associated with such Open Source Software. Nothing in these Terms limits Customer's rights under, or grants Customer rights that supersede, any licenses applicable to the Open Source Software. If required by the license for any particular Open Source Software, JumpCloud will make such Open Source Software, and

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for 5 Systems in excess of 100).

If the Order shows that Customer will pay for a committed period, such as a set number of months or years, all Service Fees will be invoiced in advance at the billing frequency specified in the applicable Order based on the number of Users and of Systems specified in such Order (the "   " of Users and of Systems). If the High-Water Mark of Users

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

Customer agrees that Customer will not: (a) interfere with, disrupt, create an undue burden on, alter, translate, or modify the Service, or the networks, systems, or services connected to the Service (through scripts or otherwise); (b) perform penetration tests or any other security tests on the Service; (c) without JumpCloud's express written permission, introduce software or automated agents or scripts to the Service so as to produce multiple accounts, generate automated searches, requests, or queries, or strip or mine data from the Service; (d) create derivative works of the Service, or reverse engineer, reverse compile, reverse assemble or do any other operation with any aspect of the Service that would reveal any source code, trade secrets, know-

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

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

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

Customer represents and warrants that it has the authority (a) to disclose to JumpCloud, and to permit JumpCloud to collect and process, Customer Data and Usage Data in connection with, and in accordance with, these Terms, and (b) to take any and all actions that it takes in using the Service,
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Unless otherwise expressly provided in the applicable Order, these Terms will become effective the earlier of the date you (a) begin using the Service, or (b) complete an Order, and will continue until the earlier of (i) the date these Terms are terminated as provided in these Terms, and (ii)

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

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

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

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

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

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

"   " 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

cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scop

obtain a license that will enable Customer to continue use of the Service as provided under these Terms; or (4) if none of the foregoing are commercially reasonable for Jum

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

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

If any provision of these Terms is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision which most closely approximates the intent and economic effect of the invalid4-0.002   Tw   -38.891   -1.3   0   -2.049   y   (f)-1   ayc

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

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

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.

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