

## 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. The Terms will take precedence over any conflicting or inconsistent information included in or promotional materials and mailers) on the Site. In the event of an inconsistency between these Terms and 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. The modified Terms will become effective immediately upon your first access to or use of the Service after the “Last Updated” date of these Terms. Your continued access to or use of the Service after the modifications have become effective constitutes your conclusive acceptance of the modified Terms. If you do not agree with the modifications, do not 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 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 Software (at the download and installation) (“**JumpCloud Software Tool**”) will be

installed on Customer’s systems or network

**“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 O t o r m s

by JumpCloud. It is Customer's responsibility to (a) ensure that its use of Community Software Tools and such API Calls will

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 8h029 Twl (t)2.6pb(pC)7.9-6



**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 un ( )JJ-0.00du2oren(c -0.04-10.6 (t)-2.7 (he -2.1

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

Claim. The foregoing obligations are conditioned on Customer: (a) promptly notifying JumpCloud in writing of such



**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**