

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

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 " " of the Agreement is the earlier of the date you (a) begin using the Service, or (b) complete an Order.

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

The " " (or " ") includes the DAASA Terms, together with these preamble paragraphs, all Orders, addenda, and referenced attachments. This Agreement constitutes the terms and conditions under which JumpCloud is willing to provide Customer with the Service 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, 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 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.

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

" " 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.

" " means software code that makes a call to any interface (including the Service API) that is part of the Service or any JumpCloud Agent.

" " 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.

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

" " (or " ") 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.

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

" " means a JumpCloud software agent th

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

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

" " means all data collected or generated by JumpCloud in connection with the Service (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.

" " 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.

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

Subject to this Agreement, JumpCloud grants Customer, during the Term, a non-exclusive, limited, non-

Any Software Tool that is not an Authorized Software Tool (a " " , e.g., a script developed or modified by Customer or third parties) or API Call Code that is not written and provided by JumpCloud

JumpCloud offer the Service for free for up to ten (10) Users and ten (10) total Devices (the "Free Tier"). If Customer is in the Free Tier (a "Free Tier"), Customer is permitted to have up to ten (10) Users and ten (10) total Devices authorized to access the Service without the payment of any fees for such Users and Devices and will be permitted to access JumpCloud's Knowledge Base located at: <https://support.jumpcloud.com/>, but no additional support will be provided by JumpCloud.

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) introduce software or automated agents or scripts

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

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, SOFTWARE TOOLS, THIRD-PARTY SOFTWARE, OR JUMPCLOUD AGENTS.

Unless otherwise expressly provided in the applicable Order, this Agreement will commence on the Effective Date and will continue until the earlier of the date (a) this Agreement is terminated as provided in this Agreement, and (b) all Orders entered into under this Agreement expire or are terminated as provided in this Agreement and in each such Order (" ").

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

. Except as otherwise provided for in this Agreement, either party may terminate this Agreement upon the material breach of the other party if such breach remains uncured for 30 days (ten (10) days for payment obligations) following the breaching party's receipt of written notice of the breach. As an alternative to terminating Customer as described in the prior sentence, JumpCloud will have the right to delete a sufficient number of Users and of Devices such that the number of Users and of Devices is ten (10) or less, and to treat Customer as a Free Tier Customer. If Customer is a Free Tier Customer and JumpCloud determines that Customer has not accessed or used the Service for at least six (6) months, JumpCloud may terminate this Agreement.

If (a) Customer fails to make payment for any applicable Service 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) 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 User accounts') 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.

or expiration of this Agreement, JumpCloud shall have the right to de

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.

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.

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.

JumpCloud will defend, at its own expense, any third-party claim, suit, or action against Customer to the extent that such claim, suit, or action is based upon an allegation that the Service infringes any U.S. intellectual property rights of such third party (" "), 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 not in accordance with this Agreement; (ii) any use of the Service in combination with products, equipment, software, or data not supplied by JumpCloud if such infringement would have been avoided without the combination with such other products, equipment, software, or data; or (iii) any Customer-provided API Call Code or any modification to any part of the Service by any person other than JumpCloud or its authorized agents or subcontractors. If use of the Service is, or in JumpCloud's opinion

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