

DIRECTORY-AS-A-SERVICE® AGREEMENT

Welcome to JumpCloud. Please read the Directory-as-a-Service Agreement (the "DAASA Terms", "Terms", "Terms of Service" or "TOS") carefully. The "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 enter into, and complete, an Order.

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 their IT environments (the "Service").

This Agreement (the "DAASA") is entered into by and between you and JumpCloud, and is subject to the terms, conditions, and referenced attachments. 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

Documentation o gcpu yj g f qewo gpcvkkp r txxkf gf qt o cf g cxxkrdng d{ Lwo r Emwf vj Ewuro gt f guetkdkpi wug and operation of the Service.

JumpCloud Agent o gcpu c Lwo r Emwf uqhvy ctg ci gpvj cvku kvgpf gf vj twp qp c F gxleg (gf Q c Wigtueqo r wgt), kpenf kpi Lwo r Emwf Rtqvev Lwo r Emwf Rcuuy qtf O cpci gt Lwo r Emwf Kpuki j woeqphk wcvkqp uetk v u qt vgo r rvgu, cpf Lwo r Emwf Tgo qvg Cuukw Vj g Ugtxleg kpenf gu cm Lwo r Cloud Agents.

Order o gcpu c Lwo r Emwf -provided quote that has been timely executed by Customer, a Customer ordering f qewo gpv (gzemf kpi cp{ wcpf ctf qt dhqto o vgo u y gtgk) y cvj cu dggp uki pgf d{ dqj r ctvku, cpf lqt yj g Ugtxleg details specified in the self-service ordering process on the Site.

Professional Services o gcpu yj g eqpuw kpi, ko rigo gpcvkkp, uetk v-writing, technical account management, migration, or other professional services performed by JumpCloud personnel pursuant to an Order.

Service API o gcpu cp cr r rckvkkp r tqi tco o kpi kvgthceg (CRK) yj cvku g zr tgunf kf gpvkkf cu cp qhkkcn CRKcpf provided by JumpCloud to Customer for accessing the Service.

Site o gcpu yj g Lwo r Emwf y gduk, o qdkg cr r rckvkkp(u), cpf lqt Ugtxleg f cuj dqctf 0

Software Tool o gcpu c uqhvy ctg vqqn(gf Q c uetk vqt ugvqhuetk w) yj cvr tqxxkf gu gzvpu kpu vj qt cwqo cvkpu hqt the Service.

Usage Data o gcpu cm f cvc eqmgvgf qt i gpgtvgf d{ Lwo r Emwf kp eqppgevkp y kj wug qh yj g Ugtxleg qt y kj Professional Sgtxlegu (kpenf kpi kphqto cvkqp tgrvgf vj F gxlegu, Wigtueqo wug qh yj g Ugtxleg, pgvy qtmo qpkqtkpi, cpf analysis.) Usage Data does not include public keys, usernames, or User passwords, which are part of Customer Data.

User o gcpu gcej Ewuro gt 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 f o-5(r)-0003655>50059>50igratioEnoe-5(al C50)-

Lwo rEnqwf rgtuqppgnvq o ki tcvg Ewuvqo gtau wugtu, f gxlegu, cpf cr r rncdng f cta (e.g., groups and applications) from Ewuvqo gtau vj gp-current platform to the Service.

2.13 **Specific Features.** JumpCloud makes certain features of the Service available for which additional terms apply.

(a) **JumpCloud Protect.** JumpCloud makes the Lwo rEnqwf Rtqvgewo qdkg Cr r cxckrdng vj Ewuvqo gtu hqt wug lp connection with other aspects of the Service, or for free and unlimited use independent of all other features of the Service (e.g., as an individual person using JumpCloud Protect for personan wug) (ör gtupcn wugö)0HEWUVQO GT USES JUMPCLOUD PROTECT FOR SUCH PERSONAL USE, NOTWITHSTANDING ANY PROVISION TO VJ GEQPVTCT[<(K VJ GUGTXKEG KURTQXKF GF VQ EWUVQO GT öCUKÜö CPF öY KJ CNHCWNVÜö, (K NONE OF THE RESTRICTIONS ON OR OBLIGATIONS OF JUMPCLOUD WILL APPLY, AND (III) LWORENQWF öUCI I TGI CVG NKCDNKV[VQ EWUVQO GT CTKUP I QWW QHQT K EQPPGEVQP Y KJ THIS AGREEMENT WILL EXCEED \$100.

(b) **Password Manager.** Vj g Lwo rEnqwf Rcuuy qtf Opcpi gt uqtgu gcej Wugtöu r cuuy qtf u cpf qj gt rtqvgvf f cv (öPWM Dataö) nqecm[qp vj g Wugtöu F gxleg(u)0GZEGRV CUGZRTGUUN[UVCVGF K RCUUY QTF O CPCI GT 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 qh cp{ Wugtöu RY O F cv k Ewuvqo gtau t gur qpukdkrkv{ (cpf Lwo rEnqwf y kmj cxg pq rcdkkrv{ y kj t gur gev vq cp{ wug (or misuse) of shared PWM Data).

3. FEES; PAYMENTS.

3.1 **Fees.** Customer will pay JumpCloud all fees identified on the applicable Order and/or described in this Agreement (including all support fees and fees for Add-Qpu) (vj g öService Feesö, cpf hqt Rtqhgukqpcn Ugtxlegu, öProfessional Services Feesö) in accordance with the applicable Order and this Section 3 (Fees; Payments), via a method approved by JumpCloud (e.g., wire, swift, etc.). All fees will e-5(in)6(8F3 9.96 Tf003200310003>52003A4002C>30037>2002B>120003JFJETQ

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 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 order. 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, based on the Service Fees calculation described in Section 3.3 (High-Water

3.10 Remote Assist.

4.4 **Users; Sub-Accounts.** Customer is responsible for all acts and omissions of its Users, and for all activities that occur under Customer accounts, including 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

then-current Order Term. Upon expiration or termination of an Order, all discounts provided under such Order will expire and any further use of the Service will be subject to non-discounted pricing. 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 Jump

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11.5 **Headings; Interpretation.** Headings used in this Agreement are for reference purposes only and in no way

the Service or Professional Services in, or export any such technical data or product utilizing such data to, a country
uwlgev vq c Wpkgf Ucvgu go dcti q (uwej cu<Ewdc, Kcp, Pqtvj Mqtgc, Uwf cp, U{tkc, Etlo gc, Fqpgum Rgqr rgau
Tgr vdrke, cpf Nwj cpumRgqr rgau Tgr vdrke tgi kppu qh Wntclpg)0

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. Dtkdgt{ Cev cpf cp{ ulo kct ny u cr r ncedng vq Ewuxo gt (eqmgevknr, ð**ABAC Laws**ö)0 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. Hqt r vtr qugu qh vj ku Ugevqpp, ð**Government Official**ö o gcpu cp qhlekcnqhcp{ i qxgtpo gpvf gr ctvo gpvqt ci gpe{ qt vj gk hco kq o go dgtu=qhlekcnqhcp{ r vdrke 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

