

Documentation

and operation of the Service.

JumpCloud Agent

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,

included or referenced therein, that has been signed by an authorized agent of each party or presented by Customer and accepted by JumpCloud.

Professional Services -writing, technical account management, migration, or other professional services performed by JumpCloud personnel pursuant to an Order.

Service API

provided by JumpCloud to Customer for accessing the Service.

Site

Software Tool

the Service.

Usage Data

a collected or generated by JumpCloud in connection with use of the Service or with analysis.) Usage Data does not include public keys, usernames, or User passwords, which are part of Customer Data.

User

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

2.3 **Open-Source Software.** Certain aspects of JumpCloud Agents and Software Tools may include code or software **Open-Source Software** 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 such Open-

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 receipt of timely payment for each invoice no later than the due date required under this Agreement. If a payment is not received by its due date and such failure to pay 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 undiscounted price, (b) terminate any provisions inconsistent with, and strictly enforce the terms described in, Section 3.7 (Payment Terms), (c) suspend Administrator and/or User access to the Service until payment is received, and/or (d) terminate the Agreement. 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 is legally obligated to make any deduction or withholding of, or in respect of, any taxes related to any fees due under this Agreement, it will also pay whatever additional amount is necessary to ensure that JumpCloud receives the full amount otherwise receivable had there been no deduction or withholding obligation. For countries where JumpCloud is not registered to collect indirect taxes (e.g., VAT or GST), Customer will pay such taxes via reverse charge

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 Cus -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

(but 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

development or improvement of features or functionality for the Service or Professional Services. JumpCloud will not

have the right to seek equitable and injunctive relief, and to recover the amount of damages (including reasonable ion 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
Customer Claim

and hold Customer harmless from and against all losses, damages, liabilities, costs, and expenses (including reasonable 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

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

likely to become, enjoined, or if use of the Service or Professional Services infringes or could be found to infringe the

inducements to enter into this Agreement, will be submitted to mandatory, binding arbitration under the auspices of
ICC
costs of arbitration. Arbitration will proceed according to the then current commercial rules of the ICC. This Section

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 it (and notices sent to) administrative contacts supplied by Customer.

11.10 **Government End Users.**

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

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 **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

