

SOFTWARE LICENSE AND SERVICES AGREEMENT

THE JAMF CONTRACTING PARTY IDENTIFIED IN SECTION 18 (“**JAMF**” OR “**WE**”) AND ITS AFFILIATES PROVIDE ACCESS TO THE PRODUCT OFFERINGS SUBJECT TO THIS SOFTWARE LICENSE AND SERVICES AGREEMENT AND ALL SOWS, ORDERS, AND ANY SUBSEQUENT AMENDMENTS (COLLECTIVELY, THE “**AGREEMENT**”). AS USED IN THIS AGREEMENT, “**CUSTOMER**” OR “**YOU**” REFERS TO THE PERSON OR ENTITY USING THE PRODUCT OFFERING. TOGETHER, JAMF AND CUSTOMER MAY BE REFERRED TO AS THE “**PARTIES**” AND EACH INDIVIDUALLY, A “**PARTY**.” YOU ACCEPT THIS AGREEMENT EITHER BY (1) CLICKING A BOX INDICATING ACCEPTANCE OR (2) USING THE PRODUCT OFFERING. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, THAT INDIVIDUAL REPRESENTS AND WARRANTS THAT THEY HAVE THE AUTHORITY TO BIND THE ENTITY AND ITS AFFILIATES TO THIS AGREEMENT. IF YOU DO NOT AGREE TO THIS AGREEMENT, YOU MUST NOT USE THE PRODUCT OFFERING.

1. **Overview.** This Agreement governs Jamf’s provision of, and your use of, Jamf’s Product Offerings. This Agreement applies if you obtain Product Offerings directly from Jamf or through a Jamf-authorized reseller. All Product Offerings will be identified in an applicable Quote or Order. This Agreement also governs your optional use of Trial Offerings.

2. Definitions.

- a) “**Affiliate**” means any entity (i) that is owned more than 50% by a Party, (ii) over which a Party exercises management control, (iii) that is under common control with a Party, or (iv) that owns more than 50% of a Party’s voting securities or other voting interests of an entity.
- b) “**Beta Offerings**” means pre-release and in-progress features and versions of Product Offerings, which have undergone certain internal compliance reviews before release for use and testing by Jamf customers.
- c) “**Confidential Information**” means any proprietary or confidential information of any kind disclosed by a Party (“**Disclosing Party**”) to the other Party (“**Receiving Party**”) in any format. Confidential Information includes all information relating to a Party’s business that has value to a Party and is not generally known to the public, including material non-public information as defined under federal and state securities laws in the United States (“**U.S.**”), proprietary information and trade secrets. Software, Trial Offerings, Beta Offerings, and Customer Content are Confidential Information. Confidential Information also includes information a Party designates confidential or information that would reasonably be considered confidential under the circumstances in which it is disclosed. Confidential Information excludes information that (i) lawfully is or becomes part of the public domain through no act or omission of the Receiving Party, (ii) comes into a Party’s lawful possession without restriction on disclosure, (iii) is independently created by a Party without use of or reliance on the other Party’s Confidential Information, or (iv) the Receiving Party can show, through its written records kept in the ordinary course of business, was already known by Receiving Party at the time of the disclosure.
- d) “**Customer Content**” means all information that you enter into the Software and information that is automatically collected by the Software based on configurations you make. Customer Content may include Personal Data.
- e) “**Customer Service Provider**” means a managed service provider or contractor that performs outsourced information technology services for your benefit and solely to support your internal business operations.
- f) “**Data Protection Laws**” means all applicable data protection, privacy, and cyber security laws, rules, and regulations of any country, including (i) the EU General Data Protection Regulation 2016/679 (“**GDPR**”), (ii) the UK General Data Protection Regulation, with the meaning given in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018, (iii) the Swiss Federal Data Protection Act of 1 September 2023, (iv) data protection laws of the European Union, European Economic Area member states, or the United Kingdom that supplement the GDPR or UK GDPR, respectively, and (v) the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020, all as amended or superseded from time to time.
- g) “**Device**” means a Customer device, including Apple, Inc. devices such as iOS, iPadOS, macOS, or tvOS devices.
- h) “**Documentation**” means the user guides, instructions, and other materials, in any form, that describe the capabilities, specifications, and functionality of the Product Offerings, as updated from time to time, that we make available to customers on learn.jamf.com or otherwise.
- i) “**Effective Date**” means the earlier of the date (i) of last signature below, (ii) that you click to accept this Agreement in the Product Offering, or (iii) that you start using the Product Offering.

- j) **“External Integrations”** means any third-party applications, platforms, products, or services that are independent from, but may interoperate or integrate with, the Product Offerings that you procure and use with the Product Offerings.
- k) **“Hosted Services”** means your access to certain Software hosted by Jamf.
- l) **“Intellectual Property Rights”** means all intellectual property or other proprietary rights worldwide, including patents, copyrights, trademarks, service marks, trade names, domain name rights, know-how, moral rights, trade secrets, and all other intellectual or industrial property, including all associated applications, registrations, renewals, and extensions of those rights.
- m) **“Optional Features”** means an optional feature, functionality, or other offering we provide that you may use in connection with or as part of a Product Offering, which may be subject to supplemental or separate terms.
- n) **“Order”** means a purchase order, schedule, or other ordering document you issue, if applicable, indicating acceptance of the then-current Quote or otherwise indicating the Product Offerings, Subscription Term, quantity, and applicable fees. Order also includes a Quote signed by you, online orders you make through Jamf-authorized platforms, and orders submitted through Jamf-authorized resellers. This Agreement governs all Orders, and any additional or inconsistent terms included in an Order will not bind us and we expressly reject them.
- o) **“Performance and Usage Data”** means statistical, usage, and performance data of the Hosted Services and/or Software.
- p) **“Personal Data”** means any personal data, as defined in applicable Data Protection Laws, we (or any of our subprocessors) process in performing under the Agreement or providing Product Offerings to you.
- q) **“Product Offering(s)”** means the products and services we will provide to you, as identified on a Quote, Order, or SOW, and may include Software, Standard Technical Support Services, Hosted Services, and other optional services such as premium cloud offerings, onboarding services, premium support offerings, training, and premium services. Product Offerings do not include any customization, creative work, or custom software development.
- r) **“Quote”** means the system-generated offer from Jamf that identifies the Product Offerings you are ordering, Subscription Term, quantity, and applicable fees.
- s) **“Software”** means (i) Jamf’s proprietary software, whether deployed on Device, on-premise in your environment or Customer Service Provider’s environment, or as a Hosted Service hosted by Jamf, (ii) software Updates that we provide, (iii) Jamf’s proprietary applications that interoperate with the Software and that you may download or to which we may provide access, (iv) Jamf-provided optional plug-ins that add specific features to the Software to enable additional functionality, and (v) Jamf-provided optional connectors used to connect third-party systems to the Software at the application programming interface level. Software does not include (x) optional third party-provided plug-ins or third party-provided connectors that are used to connect third-party systems to the Software at the application programming interface level, (y) Trial Offerings, or (z) any External Integrations that you use with the Product Offerings.
- t) **“Standard Technical Support Services”** means our standard technical support services, as further described at <https://www.jamf.com/trust-center/legal>.
- u) **“Statement of Work” (“SOW”)** means a description of the purpose and scope of onboarding services, premium services, or other Product Offerings that Jamf or a Jamf-certified partner will provide to you.
- v) **“Subscription Term”** means the term of your access to or use of certain Product Offerings, as set forth in a Quote or Order.
- w) **“Telemetry Data”** means machine-generated endpoint telemetry data such as metadata derived from tasks, network telemetry, scripts, commands, file execution, macros, and processes that result from your use of the Product Offerings or that is collected or discovered while we provide the Product Offerings. Telemetry Data may include Personal Data.
- x) **“Third-party Content”** means any software or applications provided by third parties that you deploy in connection with your use of the Hosted Services and includes patches and updates for the third-party software and applications.

- y) **“Trial Offerings”** means Jamf’s generally available Product Offerings provided to you for a limited time either for trial, evaluation, proof of concept (POC), or similar purposes. Trial Offerings do not include versions of Product Offerings that we have not yet widely released, such as Beta Offerings and preview, prototype, or release candidate Software.
- z) **“Updates”** means minor updates to a version of the Software, major upgrades, or new versions of the Software and other modifications or bug fixes.
- aa) **“User”** means the individual end user of a Device. For calculating user-based licensing, User does not include end users who access shared devices used by multiple employees (i.e., a shift worker).

3. **License.** Subject to the terms of this Agreement, Jamf grants you a non-exclusive, non-sublicensable, non-transferable license to access and use Product Offerings during the Subscription Term. In all cases, such grant or authorization is only for your internal business purposes and only for the Subscription Term specified in the applicable Order.

- a) **Use Limits.** Product Offerings may have User or Device quantity limits, which will be set forth in the applicable Quote or Order. If you exceed those use limits, we will work with you to either order additional quantities of the applicable Product Offerings or reduce your use, so it meets the contractual limits. If you are unable or unwilling to stay within the limits, we may suspend access to the Product Offerings until you comply with them.
- b) **Copies.** If applicable, you may create one instance of the Software in non-production environments solely to support your internal business purposes. You may also make a reasonable number of copies of the Documentation for internal business use only.
- c) **Permitted Use by Your Affiliates and Customer Service Providers.** You may allow your Affiliates to use the Product Offerings if they comply with the terms of this Agreement. Your Affiliates may also purchase Product Offerings under this Agreement. You may permit Customer Service Provider(s) to access and use the Product Offerings in accordance with this Agreement on your behalf and solely to support your internal business operations. We may revoke these authorizations if you or your personnel, Affiliates, or Customer Service Providers breach this Agreement. You are responsible for your Affiliates’ and Customer Service Providers’ compliance with this Agreement.
- d) **Open-source and Third-party Software.** The Software and Hosted Services may use or include open-source and third-party software. We represent that we have the right to use that third-party and open-source software and that it will not be subject to copyleft or similar software licenses that require any action by you. We will maintain compliance with all applicable open-source and third-party software licenses during the Subscription Term.
- e) **Trial Offerings.** You may only use Trial Offerings for the term and purpose we authorize. Trial Offerings are for non-production use only. Either Party may terminate the use of Trial Offerings at any time for any reason by providing written notice to the other Party. Notwithstanding anything to the contrary in this Agreement, we offer no warranty, indemnity, SLA, or Standard Technical Support Services for Trial Offerings and our total liability for Trial Offerings will not exceed US \$1,000.

4. **Payment Terms.** For direct purchases from Jamf, you will pay all invoices within 30 days from the date of invoice, unless otherwise stated in the relevant Quote or Order. You will pay fees and applicable taxes for the Product Offerings as set forth on the applicable Quote or Order. If you purchase from a Jamf-authorized reseller, payment terms are determined between you and the reseller and you agree (a) that we may share certain information about your account and purchases with that reseller only as permitted by Section 15 of this Agreement; (b) that this Agreement governs your use of the Product Offerings notwithstanding anything to the contrary in your agreement with the reseller; and (c) resellers are not permitted to make any changes to this Agreement or make any representations or warranties on behalf of Jamf.

5. **Jamf Obligations.**

- a) We will provide the applicable Standard Technical Support Services at no additional cost. You may purchase additional support services.
- b) We will ensure that all personnel providing Product Offerings are properly trained and supervised and will comply with our Code of Conduct (available at <https://www.jamf.com/trust-center/compliance/>) in performing under this Agreement. We may use subcontractors or Affiliates to perform our obligations under this Agreement, but we remain responsible for overall performance and for having appropriate written agreements in place with any subcontractors to enable us to meet them.
- c) We will not have access to your systems as part of any Product Offerings unless the Parties so agree in writing.

- d) You acknowledge that we are not performing creative work or custom software development in connection with any of the Product Offerings. Any such work must be outlined in a separate written agreement.
- e) Hosted Services availability is described in the Jamf Service Level Agreement (“SLA”), which is available at <https://www.jamf.com/trust-center/legal>.
- f) During the term of this Agreement, we will implement and maintain appropriate administrative, physical, technical, and organizational safeguards and security measures designed to protect against anticipated threats to the security, confidentiality, and integrity of Customer Content. We will, at a minimum, maintain the security of Customer Content in accordance with the Jamf Information Security Schedule that is available at <https://www.jamf.com/trust-center/legal>. We may amend the Jamf Information Security Schedule with written notice to you, provided that we will not modify it in a way that materially degrades or lessens the security measures we take.
- g) We will only process your Personal Data according to the terms of this Agreement, your instructions, and applicable law, including Data Protection Laws. If applicable, the terms of the Jamf Data Processing Agreement for Customers found at <https://www.jamf.com/trust-center/legal> will govern our processing of Personal Data.

6. **Customer Obligations.**

- a) You will implement reasonable safeguards to prevent unauthorized access to or unauthorized use of the Software, Hosted Services, Beta Offerings, and Trial Offerings. You must keep your password(s) confidential, ensure that they are not shared or otherwise disclosed, and control the access you provide to your Users. You are solely responsible for all activities conducted under your account(s). If you become aware of any unauthorized access to the Software, Hosted Services, Beta Offerings, or Trial Offerings that may affect the stability, security, or integrity of them, you will promptly notify us.
- b) You will use the Product Offerings, Beta Offerings, and Trial Offerings only in accordance with the Documentation and this Agreement.
- c) You will notify your Users about the Product Offerings and obtain all necessary consents from them.
- d) If you use External Integrations or Third-party Content, your relationship is with the relevant third-party provider and your use of the External Integrations and/or Third-party Content is governed by their terms of use and you are solely responsible for complying with those terms. If you choose to use External Integrations that require access to Customer Content or other data, we will permit such access for Hosted Services on your behalf if you have enabled use of that External Integration. You are responsible for the interoperation of any External Integrations with the Product Offerings. We have no liability for External Integrations or Third-party Content.

7. **Use Restrictions.** You will not, except as provided in this Agreement:

- a) Copy, distribute, transfer, rent, lend, loan, lease, or sublicense any portion of the Software, or otherwise make the Software, its features, or functionality available to any third party for any reason;
- b) Use or permit the Software to be used to perform services for third parties, whether on a service bureau, SaaS, time-sharing basis, or otherwise;
- c) Translate, adapt, modify, alter, combine with other software (combine does not mean using the Software in conjunction with other software), or prepare derivative works based in whole or in part on the Software;
- d) Reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or non-public APIs;
- e) Alter or remove any proprietary notices from the Software or Documentation;
- f) Use access to the Product Offerings to develop products, systems, or services like or competitive with the Product Offerings or provide access to the Product Offerings to a known competitor of Jamf;
- g) Upload to the Hosted Services any Customer Content, Third-party Content, or other files that contain viruses or harmful computer code or violate any Intellectual Property Rights or proprietary rights of others; or

- h) Interfere with or unreasonably burden the operation of the Hosted Services, including the servers, computers, routers, network, Internet, or software that is part of, or interacts with, the Hosted Services or attempt to break, bypass, defeat, or circumvent the controls or security measures of the Hosted Services.

8. **Intellectual Property Ownership.** You own all rights in Customer Content, including Intellectual Property Rights. We obtain no rights, title, or interest of Customer in the Customer Content. Jamf, its Affiliates, or licensors own all rights, including Intellectual Property Rights, in the Beta Offerings, Software, Trial Offerings, and Product Offerings, including all improvements, modifications, enhancements, and derivative works of them. You obtain no rights, title, or interest of Jamf, its Affiliates, or Jamf's licensors in and to the Beta Offerings, Software, Trial Offerings, and Product Offerings, including any Intellectual Property Rights or industrial property rights.

9. **Optional Feedback.** You may provide suggestions, recommendations, or feedback about the Product Offerings, Trial Offerings, or Beta Offerings ("**Feedback**") to Jamf. If you provide us Feedback, we may use it without restriction.

10. **Representations and Warranties.**

a) **Mutual.** Each Party represents and warrants that it:

- i) Will comply with all local, state, federal, and international laws and regulations, including Data Protection Laws, applicable to the actions contemplated by this Agreement;
- ii) Will comply with the U.S. Foreign Corrupt Practices Act, U.K. Bribery Act, and all other applicable anti-corruption and anti-bribery laws and will not directly or indirectly offer or give anything of value for the purpose of influencing an act or decision of any government official; and
- iii) Is not named on any U.S. government denied-party list nor is a Party owned by entities or individuals named to any U.S. list of restricted parties nor is it owned in whole or party by one or more entities or individuals on any such list.

b) **By Jamf.** We represent and warrant to you that:

- i) We own or have the right to provide you the Product Offerings under this Agreement;
 - ii) The Product Offerings will substantially conform to the Documentation;
 - iii) We will provide the Product Offerings with reasonable care and skill, consistent with industry standards;
 - iv) We will take reasonable steps to provide the Software free of viruses, malware, or other malicious or destructive programs or features; and
 - v) We will not materially decrease the overall functionality of the Product Offerings during the Subscription Term.
- c) The warranties in Section 10 b) are void if the Software or another Product Offering is modified; combined with other third-party software, systems, or services, or used other than as provided in the Documentation or this Agreement or as expressly approved by us in writing. Your sole remedy and our sole liability for our breach of Section 10 b) ii) or 10 b) iii) will be to replace and/or reperform the applicable Product Offering. You must make any claim under any warranty within one year of the transaction or occurrence giving rise to that warranty.

d) **By Customer.** You represent and warrant that you:

- i) Will not access or use the Trial Offerings, Beta Offerings, or Product Offerings in any U.S.-embargoed country or region or in breach of U.S. or other applicable export, import, economic sanctions, or antiboycott laws or regulations ("**Trade Controls**"). You will not take action that causes Jamf to violate Trade Controls or to be required to disclose information to a governmental authority under Trade Controls;
- ii) Will not directly provide Jamf any special categories of Personal Data as defined by GDPR, any protected health information (as that term is used in the Health Insurance Portability and Accountability Act of 1996), or any data that is subject to the Payment Card Information Data Security Standards;
- iii) Have all necessary consents and legal authority under Data Protection Laws to provide Personal Data to Jamf and grant us the rights to use it in connection with our performance under this Agreement; and

- iv) Own or have the rights to use Customer Content, Third-party Content, and External Integrations.

11. Disclaimers. EXCEPT AS SET FORTH IN SECTION 10, WE MAKE NO WARRANTIES REGARDING THE PRODUCT OFFERINGS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT AGAINST ALL INTERFERENCE WITH YOUR ENJOYMENT OF THE PRODUCT OFFERINGS, THAT THE FUNCTIONS CONTAINED IN THEM WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THEM WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT WE WILL CORRECT ALL DEFECTS IN THEM. WE DO NOT WARRANT OR GUARANTEE THAT THE PRODUCT OFFERINGS WILL DETECT, WARN OF, OR PREVENT ANY OR ALL SYSTEM ATTACKS, THREATS, MALWARE, OR VULNERABILITIES TO YOUR OR YOUR USER'S DEVICES. WE MAKE NO WARRANTY THAT YOUR USE OF THE PRODUCT OFFERINGS WILL ENABLE YOU TO COMPLY WITH YOUR LEGAL OBLIGATIONS, WHICH YOU ARE SOLELY RESPONSIBLE FOR DETERMINING. WE MAKE NO GUARANTEES AND PROVIDE NO WARRANTY REGARDING EXTERNAL INTEGRATIONS OR THIRD-PARTY CONTENT AND WE DISCLAIM ALL LIABILITY FOR ANY DAMAGES OR LOSS RELATED TO THEM.

12. Limitation of Liability.

- a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND EXCEPT FOR DAMAGES ARISING FROM YOUR BREACH OF JAMF'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR LOST TIME, LOST SAVINGS, LOST DATA, OR FOR BUSINESS INTERRUPTION UNDER ANY THEORY OF LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.
- b) IN NO EVENT WILL EITHER PARTY'S TOTAL LIABILITY TO THE OTHER PARTY FOR DAMAGES UNDER THIS AGREEMENT EXCEED THE AMOUNT OF MONEY YOU PAID FOR THE PRODUCT OFFERINGS TO WHICH THEY RELATE IN THE 12-MONTH PERIOD PRECEDING ANY CLAIM. THE MONETARY LIMITATION IN THIS SECTION 12B) WILL NOT APPLY TO (I) YOUR BREACH OF OUR INTELLECTUAL PROPERTY RIGHTS, (II) THE PARTIES' THIRD-PARTY INDEMNITY OBLIGATIONS UNDER SECTION 13, (III) YOUR PAYMENT OBLIGATIONS, (IV) A PARTY'S FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE, OR (V) ANY LIABILITY THAT MAY NOT BE EXCLUDED BY APPLICABLE LAW.

13. Third-party Indemnification.

- a) **Indemnification by Jamf.** We will defend you against any third-party claim alleging that your use or possession of the Product Offerings in accordance with this Agreement infringes that third-party's Intellectual Property Rights ("**IP Claim**") and we will indemnify and hold you harmless from and against any fines, damages, and costs incurred (including reasonable attorney's fees) finally awarded against you by a court of competent jurisdiction or agreed to by you in a settlement as approved by us resulting from that IP Claim.
 - i) The defense and indemnification obligations in Section 13 a) do not apply if the IP Claim arises because of your combination of the Product Offerings with non-Jamf products or software; your modification of the Product Offerings made without our written approval; or your use of the Product Offerings in violation of this Agreement.
 - ii) If a Product Offering becomes or in our opinion is likely to become the subject of an IP Claim, we will at our option and expense: (1) obtain a right for you to keep using the Product Offering, (2) modify or replace the Product Offering to make it non-infringing without materially reducing its functionality, or (3) terminate the Agreement and refund any prepaid but unused fees.
 - iii) This Section 13 a) states your sole and exclusive remedy and our entire obligation for any IP Claim.
- b) **Indemnification by Customer.** You will defend us against any claim by a third party arising from or related to (i) any Customer Content or Personal Data that you provide to us under this Agreement and (ii) your use of any Third-party Content or External Integrations with the Product Offerings, and you will indemnify and hold us harmless from and against any fines, damages, and costs incurred (including reasonable attorney's fees) finally awarded against us by a court of competent jurisdiction or agreed to by us in a settlement resulting from such claims.
- c) **Procedure.** A Party's indemnification and defense obligations under Section 13 apply only if the other Party (i) provides the indemnifying Party sufficient written notice of any claim so that the indemnifying Party is not prejudiced by a delay and (ii) allows the indemnifying Party sole control over the defense of the claim and reasonably cooperates (at its expense) if asked for assistance. The indemnifying Party will not, without the other Party's prior written consent,

which will not be unreasonably withheld or delayed, settle any claim that obligates the other Party to admit any liability or pay any unreimbursed amounts to the claimant.

14. Term, Termination, and Suspension.

- a) **Term.** This Agreement is effective on the Effective Date and will continue until all Subscription Terms (including any renewal term(s)) have expired or been terminated as permitted in Section 14. If indicated on a Quote or Order, subscriptions for some Product Offerings may automatically continue after the initial Subscription Term for a renewal term unless you provide us at least 60 days notice of non-renewal or termination prior to end of the applicable Subscription Term.
- b) **Mutual Termination.** Either Party may terminate this Agreement if the other Party fails to cure any material breach of it (including your failure to pay applicable fees when due) within 30 days of receiving written notice. Either Party may immediately terminate this Agreement if the other Party has ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or becomes the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding.
- c) **Hosted Services Suspension.** We may suspend your access to the Hosted Services if we (i) reasonably determine that your use of the Hosted Services poses a security risk to or may adversely impact us or other Jamf customers or (ii) reasonably suspect fraud or abuse related to your use of the Hosted Services. We will give you notice before suspending your access if permitted by law or unless we reasonably determine that providing notice could potentially harm us or other Jamf customers. We will restore your access promptly after you resolve the issue that led to the suspension. We may terminate your access to the Hosted Services and/or this Agreement if you fail to cure the issue within 30 days of the suspension notice. You remain responsible for payment during the suspension period, and you will not be entitled to any SLA Credits under the SLA for any suspension period that is due to your misuse of the Hosted Services.
- d) **Termination by Jamf.** We may immediately terminate access to the Product Offering with notice to you (i) if we believe providing the Product Offering could create a substantial security risk for us, our Affiliates, our service providers, or any other Jamf customer or (ii) to comply with applicable law or requests of governmental entities. We may also suspend or terminate the Hosted Services and take defensive action we consider necessary in the event of any third-party attack upon the Hosted Services that may significantly affect it, e.g., a Distributed Denial of Service (DDoS) attack.
- e) **Effect of Termination.** Upon termination for any reason, you will stop using the Product Offering and destroy all copies of Software and Documentation (certifying the destruction) or return them to us, as directed by us.

15. Confidential Information.

- a) **Use and Protection of Confidential Information.** In connection with performing their obligations under this Agreement, either Party may provide Confidential Information to the other Party. The Receiving Party will only use the Disclosing Party's Confidential Information if necessary to perform its obligations under this Agreement and will protect the Disclosing Party's Confidential Information using the same degree of care it uses to protect its own Confidential Information (but no less than a reasonable degree of care). The Receiving Party will only disclose Confidential Information to its employees, officers, agents, independent contractors, and representatives who have a need to know it to perform obligations under this Agreement and who are subject to confidentiality obligations no less restrictive than those found in Section 15. The Receiving Party may not disclose Confidential Information to a third party, except as allowed or required to perform its obligations under this Agreement and only if the third party is subject to confidentiality obligations at least as restrictive as those found in this Section 15. The Receiving Party acknowledges that it may receive Confidential Information from the Disclosing Party that constitutes material non-public information as defined by U.S. federal and state securities laws and that trading in the securities of the Receiving Party based on that material non-public information may be prohibited by those laws. Without limiting the restrictions of this Agreement in any way, the Receiving Party will not use any Confidential Information in violation of those securities laws.
- b) **Notice of Unauthorized Disclosure.** The Receiving Party agrees to immediately notify the Disclosing Party of any misuse, misappropriation, or unauthorized disclosure of Confidential Information that may come to its attention.
- c) **Compelled Disclosure.** If the Receiving Party is required by applicable law or a valid legal order to disclose any Confidential Information or the fact that such Confidential Information has been made available to the Receiving Party, the Receiving Party will, if permitted by applicable law, give the Disclosing Party reasonable advance written notice of that requirement so that the Disclosing Party may pursue its legal and equitable remedies to prevent or limit the

potential disclosure. If the Receiving Party is still required to disclose the Confidential Information, it will only disclose the portion of Confidential Information that it is required to disclose and use reasonable efforts to ensure that the Confidential Information is protected.

- d) **Remedies.** The Receiving Party acknowledges and agrees that a breach of any of the obligations in Section 15 may cause irreparable injury and will entitle the Disclosing Party to seek equitable relief or other remedy by a court of competent jurisdiction. The remedies in Section 15 are in addition to and are not a replacement for, or limited by, the rights and remedies otherwise available under applicable law.
- e) **Continuing Obligations.** The provisions of Section 15 will survive for a period of three years from the date of termination of this Agreement for any reason, except for trade secrets for which the obligations will continue for as long as the Confidential Information legally remains a trade secret. The Receiving Party agrees that upon any termination of this Agreement for any reason, the Receiving Party will promptly destroy (certifying to that destruction in writing) or return to the Disclosing Party all Confidential Information including any originals, copies, or reproductions in any form and any other information provided to the Receiving Party by the Disclosing Party.

16. U.S. Government Customers. If applicable, you acknowledge that the Software, Product Offerings, and Documentation were developed entirely at private expense and that no part of them was first produced in the performance of any government contract. The Software, Product Offerings, and Documentation are each a “Commercial Product” or “Commercial Service” as those terms are defined at 48 C.F.R. §2.101 and Jamf licenses them and provides them to U.S. government customers as “Commercial Computer Software” and “Commercial Computer Software Documentation” as those terms are used in C.F.R. §12.212 or 227.7202 (or similar provisions in the applicable jurisdiction). If Customer is an agency, department, or instrumentality of the U.S. government, then use, duplication, reproduction, release, modification, disclosure, or transfer of the Commercial Products and Commercial Services and any related data, is restricted in accordance with 48 C.F.R. § 12.211, 48 C.F.R. § 12.212, 48 C.F.R. § 227.7102-2, and 48 C.F.R. § 227.7202, as applicable. Consistent with 48 C.F.R. § 12.211, 48 C.F.R. § 12.212, 48 C.F.R. § 227.7102-1 through 48 C.F.R. § 227.7102-3, and 48 C.F.R. §§ 227.7202-1 through 227.7202-4, as applicable, Jamf licenses the Software, Documentation, and Product Offerings to U.S. government customers (a) only as Commercial Products and/or Commercial Services and (b) with only those rights as are granted to all other Customers and Users pursuant to this Agreement and any related agreement(s), as applicable. If a U.S. government customer seeks greater rights than those granted under this Agreement, then those rights must be expressly negotiated and agreed to in writing by the Parties.

17. Data Collection and Use.

- a) Jamf may use Performance and Usage Data, Telemetry Data, and Customer Content to provide the Product Offerings, check compliance with contractual usage limits, monitor the performance of the Software and Hosted Services, address or prevent technical or security issues, review your use and adoption of the Product Offerings to support your needs and make recommendations for optimized use of them, provide support services, and improve the Product Offerings.
- b) Jamf may use de-identified, anonymized, and aggregated Performance and Usage Data, Telemetry Data, and Customer Content (collectively, “**Aggregated Data**”) (i) to analyze, improve, and develop the Product Offerings, (ii) to assist with our threat detection capabilities and improve threat intelligence, (iii) to prepare public reports and other materials resulting from the Aggregated Data, and (iv) for other lawful purposes only if the Aggregated Data does not identify you or any of your individual Users.

18. Jamf Contracting Party, Choice of Law, Jurisdiction, and Venue. “**Jamf Contracting Party**” means the Jamf entity identified in the table below based on the location of your headquarters. If your location changes to one associated with a different Jamf Contracting Party below, you agree that this Agreement is then assigned to the new Jamf Contracting Party without any further action required by either Party. The governing law of this Agreement and the courts that have jurisdiction over a dispute arising under this Agreement depend on the Jamf Contracting Party entering this Agreement and the location of your headquarters. Both Parties agree to the applicable governing law below without regard to choice of law or conflict of law rules. The Parties expressly agree to the exclusive venue identified below, to personal jurisdiction of the courts specified below, and to service of process in accordance with the applicable rules of civil procedure and waive any objection that the venue is not convenient.

Location of Your Headquarters	Jamf Contracting Party	Governing Law	Exclusive Jurisdiction and Venue
United Kingdom Europe	Jamf Ltd. c/o Freeths LLP Routecco Office Park	England and Wales	London, England

	Davy Avenue Knowlhill, Milton Keynes England MK5 8HJ		
India	Jamf India Private Ltd. We Work Galaxy 43, Residency Road, Shanthala Road, Ashok Nagar, Bengaluru, 560025, Karnataka, India	England and Wales	London, England
Taiwan	Jamf Software, Inc. 14th floor, No. 97 Songren Road Xinyi District Taipei City, Taiwan	Singapore	Singapore
United States and all other countries not listed above	JAMF Software, LLC 100 S. Washington Ave. Suite 900 Minneapolis, MN 55401	Minnesota	Federal courts located in Minneapolis, Minnesota

19. **Additional Provisions for Beta Offerings.** Section 19 only applies if you choose to use Beta Offerings. Use of Beta Offerings is optional.

- a) To use Beta Offerings, you may opt-in to such use within your licensed production Product Offerings. We authorize you to access and use the Beta Offerings during the term of this Agreement solely for non-production use unless otherwise provided as an opt-in option via your licensed production Product Offerings. Use of Beta Offerings is only for your internal evaluation of the Offerings and must be in accordance with this Agreement and any instructions or Documentation that we provide you.
- b) By using Beta Offerings, you agree to provide us timely and regular Feedback about the Beta Offerings, including about the quality and usability of the Beta Offerings and any bugs or errors you experience. We may collect data regarding your use of the Beta Offerings, including information regarding crashes, errors, and performance (“**Beta Offerings Usage Data**”) and use anonymized, aggregated, and deidentified Beta Offerings Usage Data to address issues, make improvements, and plan future offerings.
- c) **Notwithstanding any warranties that we provide elsewhere in this Agreement, we provide Beta Offerings on an “AS-IS” and “AS-AVAILABLE” basis without any warranties, express or implied, including implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Beta Offerings may be incomplete or inoperable. We have no obligation to provide Standard Technical Support Services for Beta Offerings, and the SLA is not applicable to Beta Offerings. We make no guarantee that Beta Offerings will be available or the same in the general release version of a Product Offering.**
- d) Notwithstanding anything to the contrary in this Agreement, our liability for Beta Offerings is excluded to the maximum extent permitted by law and your sole remedy for dissatisfaction or breach related to Beta Offerings is to terminate your use of the Beta Offerings. You assume all risks and costs associated with your use of Beta Offerings. We will have no indemnity or defense obligations to you for any claims arising from the use of Beta Offerings.
- e) You may choose to stop using Beta Offerings at any time and we may terminate access to Beta Offerings at any time.

20. General Provisions.

- a) **Optional Features.** If you choose to use Optional Features, they may be governed by the applicable terms found in the Product Offering or at <https://www.jamf.com/trust-center/legal>.

- b) **Insurance.** During the term of this Agreement, we will maintain appropriate insurance for the Product Offerings we provide under it and any insurance required by applicable law. We will provide you with a certificate of insurance upon your written request, no more than once annually.
- c) **Force Majeure.** Neither Party will be liable for damages for any delay or failure in performance arising out of causes beyond its reasonable control, including labor strikes, acts of nature, epidemic or pandemic, acts of civil or military authority, fires, riots, acts of terrorism, wars, embargoes, Internet disruptions, and telecommunications, electrical, or other utility failures.
- d) **Publicity.** Neither Party may disclose the terms of this Agreement or use the other Party's name or logo, except for internal purposes or as required by law, without the other Party's prior written consent. However, we may use your name and logo in a list of Jamf customers, including on our website, subject to any use guidelines you provide us.
- e) **Entire Agreement.** This Agreement, including documents referenced in hyperlinks, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes any prior written or oral agreements or communications between the Parties. This Agreement prevails over any conflicting terms in an Order, Quote, or SOW. If there is a conflict between this Agreement and the DPA over the subject matter of the DPA, the DPA prevails.
- f) **Amendment.** This Agreement may not be modified unless done in a writing signed by both Parties. However, with reasonable notice to you, we may modify the SLA, Information Security Schedule, or Standard Technical Support Services to reflect new features or changing practices or processes, so long as the modifications are not retroactive or materially decrease our overall obligations during a Subscription Term.
- g) **Waiver.** Either Party's waiver of a breach of any provision of this Agreement will not operate as or be construed as a waiver of any further or subsequent breach.
- h) **Survival.** Provisions of this Agreement which by their nature are to be performed or enforced following any termination of this Agreement will survive termination.
- i) **Independence.** The Parties are independent from each other. This Agreement does not create a partnership or an agency, employment, fiduciary, or joint venture relationship between us for any purpose and neither Party may make commitments on the other's behalf.
- j) **Notice.** We will provide any notice under this Agreement to you by email to the email address associated with your account, or for general, operational, or product notices, by posting notice within the Product Offerings or on our website. All notices to Jamf under this Agreement will be sent by email to legal@jamf.com, with a copy sent to us at 100 S. Washington Ave., Suite 900, Minneapolis, MN 55401, Attention: Legal Department.
- k) **Assignment.** Neither Party may assign this Agreement without the prior written consent of the other Party, except that either Party may assign this Agreement in connection with a merger, reorganization, acquisition, or other transfer of all or substantially all its assets to its successor and we may assign this Agreement to an Affiliate. Each Party will promptly provide notice to the other of any assignment permitted by Section 20 k).
- l) **Reservation of Rights.** We reserve all rights not expressly granted to you under this Agreement.
- m) **Binding Effect.** This Agreement is binding on and inures to the benefit of the Parties, their successors, and permitted assigns.
- n) **Injunctive Relief.** Either Party may institute an action in a court of proper jurisdiction for injunctive relief at any time.
- o) **Unenforceability and Severability.** If any part of this Agreement is for any reason held to be unenforceable, the rest of the Agreement remains fully enforceable.
- p) **Translations.** If this Agreement is translated into languages other than English, only the English version will control.
- q) **Headings.** The headings are for convenience only and do not affect the interpretation of this Agreement.
- r) **Counterparts.** This Agreement may be executed by electronic signature and in counterparts, which together constitute one binding agreement.

BY CLICKING THE "AGREE" BUTTON, YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE, YOU MUST NOT USE THE PRODUCT OFFERINGS. NOTWITHSTANDING THE FOREGOING, YOUR USE OF THE PRODUCT OFFERINGS INDICATES ACCEPTANCE OF THIS AGREEMENT. WE MAY UPDATE THE AGREEMENT IN OUR DISCRETION FROM TIME TO TIME AND WE WILL MAKE UPDATES AVAILABLE TO YOU IN THE PRODUCT OFFERINGS. YOU WILL BE BOUND BY ANY UPDATED VERSION(S) WHEN YOU CLICK AGREE.

☐ AGREE