

Jamf AI Addendum

This AI Addendum ("**AI Addendum**") governs Customer's use of Jamf's AI Offerings. It is an addendum to and is part of the Customer Agreement between the applicable Jamf Contracting Party ("**Jamf**" or "**us**") and Customer ("**Customer**" or "**you**") (each a "**Party**" and collectively, the "**Parties**"). If there is a conflict between the Customer Agreement and this AI Addendum, the AI Addendum will control with respect to its subject matter. Capitalized terms used but not defined in this AI Addendum will have the meaning given to them in the Customer Agreement.

1. Definitions.

- a) "**AI Model**" means a large language or other generative AI model that can generate text, images, and other content without human intervention, based on the data that it is trained on.
- b) "**AI Offering**" means Optional Features or Product Offerings that leverage an AI Model or other generative artificial intelligence technology to create, produce, or provide Customer Output based on Customer Input.
- c) "**Beta AI Offering**" means pre-release and in-progress features and versions of AI Offerings, which have undergone certain internal compliance reviews before release for use and testing by Jamf customers.
- f) "**Customer Agreement**" means the Software License and Services Agreement ("SLASA") made available at <https://www.jamf.com/trust-center/legal> or the negotiated agreement between Customer and Jamf governing Customer's use and access to Jamf's Product Offerings.
- d) "**Customer Input**" means any request, prompt, or other query that a Customer provides to an AI Offering.
- g) "**Customer Output**" means a response or result generated and returned to Customer by an AI Offering after processing Customer Input.

2. Jamf Responsibilities.

- a) Customer Input and Customer Output constitute Customer Content.
- b) We will not use Customer Input or Customer Output to train, develop, or refine any AI Model used with an AI Offering.
- c) If an AI Offering is an Optional Feature, we will provide you with the ability to opt-in to it. Otherwise, an AI Offering will be described in a Quote, Order, or Documentation at the time of purchase.
- d) Customer Content submitted by Customer to an AI Offering will be processed in accordance with the existing Data Processing Agreement for Jamf Customers that is incorporated into the Customer Agreement.

3. Customer Responsibilities.

- a) You will not (i) provide Customer Input that violates any applicable law or violates or misappropriates any third-party Intellectual Property Rights or privacy rights; (ii) use the AI Offerings in violation of the Customer Agreement or outside the scope of their intended use as described in the Documentation; or (iii) represent that a Customer Output is human generated.
- b) You may use Customer Output for internal business purposes only.
- c) You are solely responsible for (i) evaluating Customer Output for accuracy, completeness, and other factors before using or relying on it; (ii) your decisions, actions, and omissions in reliance on or based on the Customer Output; and (iii) determining where human oversight of Customer Output and review is appropriate.

4. Disclaimers.

- a) Customer Output that is generated by an AI Offering may not be unique or exclusive to you.
 - b) The same or similar Customer Input may yield differing Customer Output.
 - c) Customer Output may be inaccurate, inappropriate, or biased and we make no warranty as to their accuracy or completeness.
 - d) Your use of any Beta AI Offering is outside the scope of this AI Addendum and is subject to the separate terms for Beta Offerings as set forth in the Customer Agreement or separate Beta Agreement between the Parties.
5. **Compliance with Laws.** Both Parties will comply with all applicable laws and regulations specifically governing AI technologies.
6. **Indemnification.**
- a) We will defend you from and against any third-party claim alleging that Customer Output from an AI Offering, when used by you as authorized by this AI Addendum, directly infringes any copyright of a third party (an “**Output Claim**”), and we will indemnify and hold you harmless from any damages, fines, or costs (including reasonable attorneys’ fees) finally awarded by a court of competent jurisdiction or agreed to in a settlement as approved by Jamf resulting from an Output Claim.
 - b) Our defense and indemnification obligations for an Output Claim in Section 6a) do not apply if (i) you used the AI Offering in violation of the Customer Agreement, this AI Addendum, or the Documentation; (ii) the Output Claim arose from any modification of the Customer Output by you or any third party; or (iii) you did not have the right to provide Customer Input or other information that, when used with or provided to the AI Offering, produced the Customer Output that is the subject of the Output Claim.