These terms of service are a binding agreement (this "**Agreement**" or "**Terms of Service**") entered into between the Jamf Contracting Party identified in Section 9.6 and its Affiliates ("**Jamf,**" "**we**" or "**us**") and the entity or person identified on any purchase order for Services, which is signed or otherwise confirmed in writing by Jamf (the "**Customer**" or "**you**" and the "**Order,**" respectively). Jamf and Customer will be collectively referred to as the "**Parties**," and each a "**Party**." This Agreement can be entered by (i) Customer clicking through this Agreement electronically in the Services, (ii) the Parties entering into an Order referencing this Agreement, or (iii) Customer using the Services. The Parties mutually agree to be bound by this Agreement. Each Order shall be mutually agreed to and entered into between the Parties. If you do not accept the terms of this Agreement, you are not permitted to use the Services. We reserve the right, in our sole discretion, not to accept every customer or enter into any certain purchase order. If you are entering into this Agreement as an agent, employee, or representative of your employer, the term "**Customer**" means your employer and/or any other party on whose behalf you act, and you represent and warrant that you have the authority to act on their behalf and to bind them. You may not resell any of the Services without the prior written consent of Jamf, and in any event, you may not sell/resell any of the Services in restricted territories, according to US Export Laws and regulations.

1. **DEFINITIONS.**
    1.1     "**Affiliate**" means any entity controlled by, controlling, or under common control with a Party during the period such control exists, where control means the power to direct the operation, policies, and management of an entity through the ownership of at least 50% of the voting stock or other ownership interests of such entity or the ability, by voting securities, contract, or otherwise, to elect a majority of the board of directors or other governing body of such entity or to direct or cause the direction of the management and policies of such entity.

    1.2     "**Data Protection Laws**" means all applicable data protection, privacy, and cyber security laws, rules, and regulations of any country, including (where applicable and without limitation) the GDPR, the UK GDPR, the Swiss Data Protection Act, 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 the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020, in each case as may be amended or superseded from time to time.

    1.3     "**Documentation**" means, with respect to each Service, the technical specifications of that Service and other user documentation related to the use or operation of the Service, each as we officially publish and make available electronically via the Services or otherwise provided to you in writing.

    1.4     "**Service(s)**" means Jamf Mobile Forensics and related software and solutions and professional services and/or solutions for cyber security, IT Ops, and/or DevOps as specified in the Order and as further described in the Documentation (including any Updates and Upgrades) to the applicable Service we provide, and any software, systems and locally-installed software agents, collectors, scripts, software, and connectors that interact with the Services as we may provide in connection with the Services).

    1.5     "**Updates**" means an update to the Services, which update may include corrections of any defects, fixes of any bugs. Updates may be provided by Jamf also in the framework of Upgrades.

    1.6     "**Upgrades**" means a major upgrade which significantly changes the functionality of the Services.

2. **SERVICES**
    2.1     **License Grant**. Subject to the terms of this Agreement, including payment to Jamf of all applicable fees, we grant you, during the subscription term specified in an Order, a worldwide, non-exclusive, payment-bearing, non-transferable, and non-sublicensable license to access and use the Services for your internal business purposes in accordance with the Documentation. In connection with such use, you shall have the right to allow your employees and contractors ("**Authorized Users**") to use the Services on your behalf, subject to their compliance with this Agreement and you remain liable for any non-compliance by Authorized Users.

2.2     **Intellectual Property Rights**. You acknowledge that all rights, title, and interest in and to the Services and any copies thereof and all trademarks, trade names, copyrights, patents, and other intellectual property rights used or embodied in or in connection with the Services are and will always remain the sole and exclusive property of Jamf and its Affiliates. Nothing in this Agreement shall be construed to grant you any rights in our Services, software, or underlying intellectual property beyond those expressly provided for in this Agreement. Further, the Parties agree that any and all inventions, developments, source codes, improvements, mask works, trade secrets, modifications, discoveries, concepts, ideas, and/or designs, including any derivative works and modifications and any proprietary information, whether or not patentable or otherwise protectable, and all intellectual property rights associated therewith, which are invented, made, developed, discovered, conceived or created, in whole or in part, independently, or jointly with others, in connection to the Services and/or any other confidential or proprietary information of Jamf or which was provided by Jamf to Customer, will be the sole and exclusive property of Jamf. To the extent that you provide us with ideas or suggestions for improvements or changes to the Services which constitute intellectual property rights under applicable law ("**Suggestions**"), you assign to Jamf the sole and exclusive ownership and intellectual property rights in and to such Suggestions and we will have sole discretion as to whether and how to implement such Suggestions into the Services.

2.3     **License Restrictions**. Customer will not, directly or indirectly: (i) remove any notice of proprietary rights from the Services; (ii) modify or reverse engineer any part of the Services; (iii) except to the limited extent applicable laws specifically prohibit such restriction, decompile, attempt to reverse engineer the solutions, attempt to derive the source code or underlying ideas or algorithms of any part of the Services, attempt to recreate the Services, or use the Services for any competitive purpose; (iv) copy, modify, translate, or otherwise create derivative works of any part of the Services; (v) sell, resell, encumber, rent, lease, time-share, distribute, transfer, or otherwise use or exploit or make available any of the Services to or for the benefit of any third party; or (vi) use the Services to infringe on the intellectual property rights, publicity rights, or privacy rights of any third party, or to store defamatory, trade libelous, or otherwise unlawful content. Your authorized use of the Services is subject to the purchased quantities and features set forth in the applicable Order for the Services and any use guidelines and acceptable use policies  applicable to your use of the Services.

2.4     **Login Access to the Services**. You are solely responsible for ensuring: (i) that only appropriate Authorized Users have access to the Services; (ii) that such Authorized Users have been trained in proper use of the Services; and (iii) proper use of passwords, tokens, and access procedures with respect to logging into the Services. We reserve the right to refuse registration of, or to cancel, login IDs that we reasonably believe violate this Agreement, in which case Jamf will promptly inform you in writing of such refusal or cancellation.

2.5     **Third-party Materials**. The Services may include open-source software programs that third parties make available under their respective open-source licenses as indicated in the Documentation ("**OSS Licenses**"). Nothing in this Agreement will take away from mandatory rights you may have under any OSS Licenses, if any.

2.6     **Integration**. You will reasonably assist us in integrating the Services with your systems. You are responsible for:  (i) preparing the required infrastructure according to the Documentation as to allow proper operation and maintenance of such Services; (ii) maintaining your operating environment in accordance with the Documentation and in good working order; and (iii) having either internal or third- party support of the hardware, operating system, firewalls, proxy servers, etc. so as to allow for your use of the Services.

2.7     **Updates, Maintenance, and Support**. We will make commercially reasonable efforts to ensure that the Services will be accessible and functional on a continuous basis, except for scheduled maintenance periods. We will make commercially reasonable efforts to notify you in advance of scheduled maintenance. We will make available, to customers who have paid the applicable fees due for the Services, Updates, maintenance, and standard technical support services as outlined at https://www.jamf.com/resources/product-documentation/standard-technical-support-description/ at no additional charge to you during the term.

Customers purchasing the Services must also purchase one of Jamf's premium support options during the term. The premium support options are described at https://www.jamf.com/support/jamf-pro/premium/. Upon notice from Jamf, you will promptly update any locally installed software agents on your systems that interact with the Services. You acknowledge and agree that failure to timely install such an update may result in disruptions to or failures of the Services, or suspension of your access to the Services, without any liability on the part of Jamf to Customer. If needed, you agree to provide us with access to your premises and network upon reasonable prior notice to permit us to provide the maintenance and support services if it is not possible for us to provide the support services remotely. You may request support via http://support.jamf.com.

## 3. CUSTOMER DATA.

You own all right, title, and interest in all data you and/or your Authorized Users submit and/or transfer to Jamf, or that is otherwise accessed by the Services for processing as part of the Services, and in all data derived from it, including personal data but specifically excluding Non-Identifiable Aggregated Data (as defined below) ("**Customer Data**"). Nothing in this Agreement will be construed to grant us any rights in Customer Data beyond those expressly provided herein. You agree that we will own all right, title, and interest in the Non-Identifiable Aggregated Data. For clarity, Jamf will not store any Customer Data other than as required for the provision of the Services and/or to otherwise perform under this Agreement. As between the Parties, you are solely responsible for (i) the content, quality, and accuracy of Customer Data that you or your Authorized Users make available; (ii) notifying Authorized Users about how Customer Data will be collected and used for the purpose of the Services; (iii) ensuring you have a valid legal basis for processing Customer Data and for sharing Customer Data with Jamf (as applicable); and (iv) ensuring that the Customer Data you or your Authorized Users make available complies with applicable laws and regulations, including Data Protection Laws.

You further acknowledge and agree that we have no obligation to review any of the Customer Data for accuracy or completeness, or for its potential violation of any third-party rights, or to check or monitor any Customer Data for any of the foregoing before or during any transference thereof, and you further acknowledge and agree that you bear the entire responsibility and liability in connection with Customer Data and its display.
Notwithstanding any other restrictions on use of data in this Agreement:

3.1 **Use of Customer Data.** You grant us a non-exclusive, non-sublicensable, non-transferable, royalty-free, irrevocable, limited license to copy, store, process, edit, create derivative work of, and otherwise use the Customer Data (i) for the performance of the Services and/or to otherwise perform under this Agreement and (ii) to evaluate and improve Jamf' products and technology. You agree to grant Jamf the right to use "Threat Information" discovered because of Jamf investigations to be used as public threat advisories. This data will not contain any identifiable information but may refer to the market segment and geography of the Customer. Furthermore, if you publicize new threats discovered with our Services, you must name Jamf as part of the disclosure.

3.2 **Use of Aggregated Data.** You grant Jamf the right to collect and use anonymized generic statistical information derived from the Customer Data (but not the Customer Data itself) and aggregate it with statistical information from other customers (collectively, "**Non-Identifiable Aggregated Data**") for our reasonable business purposes.

3.3 **Processing of Personal Data**. If applicable, Customer warrants that it complies with its obligations under the Applicable Data Protection Laws with respect to its transfer of personal data to Jamf. We will only process personal data in accordance with the performance of this Agreement, your instructions and applicable law, including Data Protection Laws. If applicable, the terms of the Data Processing Agreement for Jamf Mobile Forensics Customers found at https://www.jamf.com/trust-center/legal will govern our processing of any personal data.

## 4. FEES.

4.1 **Payment Terms.** Fees for the Services are due in advance net 30 days from the date of invoice we provide you unless otherwise agreed between the Parties. Orders made through credit card will be paid immediately, or on a monthly/yearly subscription basis. All fees payable for the Services are net amounts and do not include sales, use, value added, or other excise tax. You must pay all such fees in full without any deduction of any

kind, and you are responsible for payment of all such taxes based on fees paid or payable hereunder (but not taxes based on our gross revenues or net income) together with any interest on such taxes if not due to our delay.  Delinquent payments may be assessed interest at the rate of one percent per month (or the highest rate permissible by law if less) from the payment due date until paid in full.

4.2     **Reasonable Use of Services.** Fees for the Services are based on "normal usage" of the Services in a manner consistent with its intended purposes and as described in the Documentation. If your use is in a manner outside of the intended purposes or otherwise exceeds the quantities listed in the Order, then we reserve the right to require you to either comply with such limits or pay an additional mutually agreed fee, not to exceed our list price for such additional use. Further, and in addition to the remedies available under Section 5.3 below, we reserve the right, in our sole discretion, to suspend access to any of the Services if you abnormally use them (which shall be deemed as a material breach of this Agreement).

## 5. TERM AND RENEWAL.

5.1     **Term of the Agreement**. Jamf will provide the Services during the term specified in an Order. During that period, this Agreement will remain in effect unless and until terminated in accordance with this Section 5. Prior to the end of the subscription period, you may contact us to extend the term of this Agreement and if agreed by the Parties, the term of this Agreement will be extended for the period stated in the renewal Order. Automated subscription/renewal may be agreed upon in advance by the Parties and additional charges may apply following the initial agreement/pricing.

5.2     **Termination of Agreement; Cessation of Services**. Either Party may terminate this Agreement, upon 30 days prior written notice, for any or no reason, provided however that: (i) if we terminate the Agreement pursuant to this Section 5.2, we will refund to you the fees paid to it for the unused subscription term of the Services, pro-rated and (ii) if you terminate the Agreement pursuant to this Section 5.2, you will not be entitled to any refund.

5.3     **Termination or Suspension of Services for Cause**. Either Party may terminate the Agreement upon written notice to the other Party if the other Party materially breaches this Agreement and fails to cure such breach within 30 days after receiving written notice of such breach. Further, we may terminate the Agreement and/or suspend the Services upon written notice to you if we have not received payment for such Services and if such failure is not cured within the time period stated in our written notice advising of such failure (which shall be at least 5 business days). For clarity, if we terminate the Agreement in accordance with this Section 5.3, you will not be entitled to any refund for any unused subscription term of the Services.

5.4     **Effect of Termination**. Upon termination of the Services: (i) you will have no further right to access or use the Services; and (ii) each Party will use commercially reasonable efforts to return any tangible Confidential Information (as defined below) and destroy any electronic Confidential Information of the other Party within its possession or control. You acknowledge that, prior to termination, you are responsible for exporting any Customer Data to which you desire continued access after termination, and we will have no liability for your failure to retrieve such Customer Data and no obligation to store or retain any such Customer Data. The provisions of Sections 2.2, 3, 4, 5.2-5.4 and 6-9 will survive any expiration or termination of this Agreement. Following termination of the Services, we may immediately deactivate your account, and following a reasonable period, may delete your account and all Customer Data from the Services.

## 6. CONFIDENTIALITY.

6.1     **Confidential Information**. Each Party may have access to the other Party's Confidential Information "**Confidential Information**" means any proprietary or confidential information of a Party  and/or its Affiliates which is disclosed to the other Party in connection with this Agreement, in any format which 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. Confidential Information includes information that is identified as confidential at the time of disclosure or should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding the disclosure, including information regarding a Party's business, operations, finances, technologies, current and future products and services,

pricing, personnel, customers and suppliers, the Customer Data (with respect to Customer), the Services (with respect to Jamf) and each Party's trade secrets. Confidential Information excludes information if such information (i) is or becomes part of the public domain or otherwise is publicly available through no act or omission of the receiving Party; (ii) was in the receiving Party's lawful and rightful possession prior to the disclosure by the disclosing Party; (iii) is lawfully and rightfully disclosed to the receiving Party by a third party having the right to do so and without restrictions as to further disclosure by the receiving Party; or (iv) is independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information.

6.2 **Restrictions on Use and Disclosure of Confidential Information**. The receiving Party will use the disclosing Party's Confidential Information solely as necessary in connection with the performance of this Agreement. The receiving Party will maintain the confidentiality of the disclosing Party's Confidential Information using at least the same degree of care that such Party uses to protect its own Confidential Information of a similar nature, and will restrict disclosure of the disclosing Party's Confidential Information to its employees, consultants, contractors, agents and representatives who have a need to know such information and are bound by obligations of confidentiality and non-use no less restrictive than those set forth in this Section 6; provided, that a Party may disclose the disclosing Party's Confidential Information if required by law and provided the receiving Party provides prompt notice of such requirement and disclosure to the disclosing Party if allowed by law. The receiving Party will also have the right to disclose Confidential Information of the disclosing Party pursuant to the order or requirement of a court, administrative agency, or other governmental body provided that the receiving Party provides, if permitted by law, prompt, advance written notice  to enable the disclosing Party to seek a protective order or otherwise prevent such disclosure. If such a protective order is not obtained by the disclosing Party, the receiving Party will disclose only that portion of the Confidential Information which its legal counsel advises that it is legally required to disclose. Confidential Information so disclosed shall continue to be deemed Confidential Information.

6.3 **Equitable and Injunctive Relief**. If a Party breaches any of its obligations with respect to confidentiality or use or disclosure of Confidential Information as set forth in this Section 6, the other Party is entitled to seek equitable and injunctive relief, in a court of competent jurisdiction, in addition to all other remedies that may be available to protect its interest, without having to post a bond or prove irreparable harm.

## 7. WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY.
YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT WE DO NOT PROVIDE ANY WARRANTY OR GUARANTEE WITH RESPECT TO THE SERVICES AND THAT THE USE OF THE SERVICES IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE PROVIDE THE SERVICES AND DOCUMENTATION "AS-IS" AND WE AND OUR AFFILIATES DISCLAIM ALL WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, LACK OF VIRUSES, TITLE, NON-INFRINGEMENT, AND QUIET ENJOYMENT. WE DO NOT WARRANT AGAINST ALL INTERFERENCE WITH YOUR ENJOYMENT OF THE SERVICES, THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, THAT THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT WE WILL CORRECT ALL DEFECTS IN THE SERVICES.

IN NO EVENT WILL JAMF OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST BUSINESS OR PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR DATA, OR LOSS OR DAMAGES TO GOODWILL, IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF THE CAUSE OR THEORY OF LIABILITY, EVEN IF JAMF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES WILL JAMF'S TOTAL AND AGGREGATE LIABILITY TO CUSTOMER FOR DAMAGES FROM ALL CAUSES OF ACTION OF ANY KIND, ARISING OUT OF OR RELATED TO THIS AGREEMENT, EXCEED THE FEES ACTUALLY PAID BY CUSTOMER TO JAMF FOR THE RIGHT TO USE THE SERVICES IN THE 12-MONTH PERIOD PRECEDING SUCH CLAIM.

## 8. MODIFICATIONS.
We may, at our sole discretion, make changes to this Agreement from time to time. If we make a material change to this Agreement, we will notify you by e-mail to the e-mail address(es) noted on the Order (or subsequently designated by

Customer in writing as a contact for notifications from Jamf), or through a banner or other prominent notice within the Services. If you do not agree to the change, you must notify us by e-mail to legal@jamf.com within 30 days of our notice, in which case we may terminate this Agreement pursuant to Section 5.2(i) above, and if we do not terminate the Agreement, then you will remain governed by the most recent Agreement applicable to you until the end of the then-current year of the Services term and the updated Agreement will apply to you upon the commencement of the subsequent year of the Services term.

## 9. GENERAL PROVISIONS.

**9.1** **Notices.** Any notice provided under this Agreement must be in writing and sent to the addresses of the Party contained in the Order by registered mail, or e-mail with notice of receipt requested, or by hand delivery. All notices will be deemed to have been delivered five business days after being mailed (return receipt requested) if delivered by registered mail, or one business day after delivered by hand, by e-mail (with confirmation of receipt).

**9.2** **Entire Agreement**. This Agreement together with each Order represent the entire agreement between the Parties with respect to its subject matter, and supersedes all prior proposals, representations, and agreements, whether written or oral, with respect thereto. This Agreement will govern all Orders and forms of purchases, whether submitted through electronic transmissions or otherwise, unless otherwise agreed by both Parties in writing. If Customer issues a purchase order in connection with an Order, that purchase order is solely for Customer's internal administrative purposes and to facilitate payment. In no event will the terms of a purchase order modify or become part of this Agreement or become binding on Jamf even if we sign an acknowledgment copy of such purchase order.

**9.3** **Assignment and Subcontractors**. Neither Party will transfer or assign in any manner whatsoever any of its rights or obligations under this Agreement without the prior written consent of the other Party, provided however, that we may assign this Agreement in connection with a merger, acquisition, sale of all or substantially all our relevant assets or other such change of control or corporate reorganization.

**9.4** **Governing Law and Jurisdiction**. This Agreement is governed by the laws of the State of Delaware, without application of its principles of conflicts of law. The Parties irrevocably consent to the exclusive jurisdiction of the competent courts in the State of Delaware, USA, to adjudicate all disputes arising from or related to this Agreement to the exclusion of the jurisdiction of any other court; however, Jamf shall retain the right to institute proceedings, including interlocutory and/or injunctive relief, in any other relevant jurisdiction. Unless prohibited by law, each of the Parties hereby irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or related to this Agreement.

**9.5** **Severability.** It is intended that this Agreement will not violate any applicable law and the unenforceability or invalidity of any provision (other than the provisions obligating Customer to make payments to Jamf) will not affect the force and validity of the remaining provisions and such provisions determined to be invalid shall be deemed severed from this Agreement and, to the extent possible, be replaced with terms which as closely as possible approximate the interest and economic intent of such invalid provisions.

**9.6** **Jamf Contracting Party.** "Jamf Contracting Party" means the Jamf entity identified below based on the location of your headquarters. If your location changes to one associated with a different Jamf Contracting Party, you agree that this Agreement is then assigned to the new Jamf Contracting Party without any further action required by either Party.

**9.6.1** If the Customer's headquarters is in the United Kingdom or Europe, the Jamf Contracting Party is Jamf Ltd., c/o Freeths LLP, 3rd Floor, Northgate House, 450-500 Silbury Boulevard, Milton Keynes, England, MK9 2AD.

**9.6.2** If the Customer's headquarters is in India, the Jamf Contracting Party is Jamf India Private Ltd., We Work Galaxy 43, Residency Road, Shanthala Road, Ashok, Nagar, Bengaluru, 560026, Karnataka, India.

**9.6.3** If the Customer's headquarters is in Taiwan, the Jamf Contracting Party is Jamf Software, Inc., 14th Floor, No. 97, Songren Road Xinyi, District Taipei City, Taiwan.

**9.6.4** If the Customer's headquarters in the United States or any other country not listed in Sections 9.6.1 through 9.6.3, the Jamf Contracting Party is JAMF Software, LLC, 100 S. Washington Ave., Suite 900, Minneapolis, MN 55401.