

## RESELLER CHANNEL PARTNER AGREEMENT

The “Reseller Channel Partner Agreement” (or “RCPA”) includes the Reseller Channel Partner Agreement Terms (“RCPA Terms”) below, together with this preamble paragraph, all Orders, Cover Section (if any), addenda, and referenced attachments. JumpCloud Inc. (“JumpCloud”) may modify the RCPA Terms at any time by posting updated versions of the RCPA Terms on the Site. Such modifications become effective and binding on Partner thirty (30) days after the modifications are posted. Any continued Partner actions after the modifications have become effective will be deemed conclusive acceptance of the updated RCPA Terms. Except to the extent expressly provided in an Order, the RCPA Terms will take precedence over any conflicting or inconsistent terms and conditions accompanying any Order.

### JUMPCLOUD RESELLER CHANNEL PARTNER AGREEMENT TERMS

**1. DEFINITIONS.** Capitalized terms have the meanings in this Section 1 (Definitions), or in the Section where they are first used.

“Administrator” means a person who signs up for the Service on behalf of End Customer or is authorized by End Customer via the Service, and that administers the Service on End Customer’s behalf.

“Device” (or “System”) means any device (e.g., computer, server, laptop, tablet, or mobile device) that is part of End Customer’s systems and/or network, or that accesses, is managed or tracked by, or is authorized to access, the Service.

“End Customer” means any customer of Partner that elects to purchase the Service for its own business purposes and not for further resale.

“End Customer Agreement” means the terms and conditions governing an End Customer’s use of the Service.

“JumpCloud Marks” means JumpCloud’s proprietary trademarks, service marks, and logos designated by JumpCloud for use by Partner in connection with this Agreement.

“JumpCloud Terms of Service”, or “DAASA Terms” means JumpCloud’s then-current standard terms for the Service, which are located at [www.jumpcloud.com/legal](http://www.jumpcloud.com/legal).

“Order” means a JumpCloud-provided quote that has been timely executed by Partner, a Partner ordering document (excluding any standard or “form” terms therein) that has been signed by both parties, or the Service details specified in the self-service ordering process on the Site.

“Partner” means the channel partner buyer identified in the Cover Section or an Order.

“Portal” means the portion of the Site or other platform made available or notified to Partner containing pricing details, program information, End Customer data, and/or other information applicable to Partner’s account.

“Service” means JumpCloud’s proprietary offerings and services.

“Site” means the JumpCloud website, mobile application(s), and/or Service dashboard.

“Territory” means the region(s) in which JumpCloud authorizes Partner to resell the Service.

“User” means each Partner or End Customer employee or contractor, or other individual or entity that accesses the Service or is added to the Service by Partner or End 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 the Service.) Any access or use of the Service by any User is considered use or access by Partner and the applicable End Customer.

### 2. SERVICE

**2.1 Appointment.** Subject to the terms and conditions of this Agreement, JumpCloud hereby appoints Partner as a nonexclusive reseller of the Service in the Territory. During the Term, Partner will use its best efforts to market, promote, and resell the Service in the Territory and will use reasonable efforts to not market or promote

outside of the Territory. Partner may not (a) appoint other resellers or (b) delegate or sublicense its rights as a reseller to any third-party without JumpCloud's prior written approval. If Partner has entered into a separate agreement with a company that is authorized by JumpCloud to distribute JumpCloud's Service ("Distributor") to Partner, JumpCloud may (and as may be required by JumpCloud's Agreement with such Distributor, shall) assign any of its rights or delegate or novate any of its obligations under this Agreement to such Distributor. Partner represents that it is not, and commits that it will not be, subject to any pending or threatened litigation, governmental action, or contractual obligations which could interfere with its compliance with any of the terms in this Agreement. JumpCloud reserves the right to (y) appoint others to resell the Service and (z) to market, promote, and sell the Service directly and indirectly on a world-wide basis. If the Territory has not been specified in the Cover Section, Order, or agreed between the parties in writing, the Territory is the country of Partner's principal offices.

**2.2 Order Process.** Partner must submit the relevant and necessary details relating to each prospective End Customer and the proposed use of the Service by emailing [partners@jumpcloud.com](mailto:partners@jumpcloud.com) or by using the online registration form made available by JumpCloud to Partner. Partner may only resell the Service pursuant to an accepted Order. Each Order must identify: (a) the term of the Order (e.g., annual, monthly, etc.); (b) the applicable portions and features of the Service included in the Order; (c) the number of Users; and (d) the legal entity details (e.g., name, address, EIN, etc.) and billing and contact email address associated with each End Customer. JumpCloud will have ten (10) days to accept or reject each Order in its sole discretion. Upon acceptance of an Order, JumpCloud will attribute the newly-accepted End Customer to Partner's master account.

**2.3 Fulfillment of Service.** For each JumpCloud-accepted Order, subject to JumpCloud's receipt of the applicable fees, JumpCloud will provide the applicable End Customer with access to the applicable portion of the Service. Partner is and will remain liable to JumpCloud and responsible for End Customers' performance of obligations described in this Agreement.

**2.4 End Customer Agreements.** JumpCloud's obligation to provide access to the Service to an End Customer is subject to and conditioned upon (and Partner will require) the End Customer to execute an End Customer Agreement stating that JumpCloud is a third-party beneficiary thereof, and, to the extent required by applicable law, Partner shall obtain verifiable consent from End Customers for JumpCloud to process the End Customers' Personal Data under this Agreement. Additionally, the End Customer Agreement must require the End Customer to agree to and comply with the then-current DAASA Terms with JumpCloud (including the DPA referenced therein). The terms of End Customer Agreements must not conflict with the terms of this Agreement.

**2.5 Account Administration.** Partner will provide JumpCloud with all necessary End Customer information for (and reasonably requested by) JumpCloud to provide access to the Service. Partner is fully responsible for providing complete and accurate information to JumpCloud with respect to an End Customer, and JumpCloud is entitled to rely on the information provided by Partner. In addition, Partner will provide JumpCloud with instructions regarding renewal, expiration, or termination of any End Customer Agreement at least ten (10) business days prior to the desired renewal, expiration, or termination date and JumpCloud will be entitled to rely upon Partner's instructions with respect to such renewal, expiration, or termination. JumpCloud may contact the End Customer to confirm the renewal, expiration, or termination of the End Customer Agreement.

**2.6 Partner Programs.** JumpCloud may announce and specify partner programs and the additional terms that apply to the same on the Site or Portal. In order to participate in any such additional programs, Partner must agree to and comply with all such terms.

**2.7 Portal.** Through the Portal, Partner may have the ability to provision, suspend, restrict, or terminate access to the Portal or Service by End Customers, as applicable. Partner is limited to provisioning one account per End Customer unless otherwise provided by JumpCloud. Partner is responsible for maintaining the confidentiality of all its credentials (e.g., usernames and passwords). Partner agrees (a) not to allow a third party or unauthorized users to use its account, usernames, or passwords at any time, 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. To the extent required by applicable law, Partner shall obtain consent from End Customers for JumpCloud to process Personal Data under this Agreement. Partner's use of the Portal and the Portal capabilities is entirely at Partner's risk. JumpCloud expressly disclaims all liability arising from Partner's use of the Portal.

2.8 **Termination for Unauthorized Use.** JumpCloud reserves the right to suspend or terminate the account of any Users and Administrators that JumpCloud reasonably determines may have been used (a) by an unauthorized third party or an individual or entity other than the User to whom such username and password was originally assigned or (b) in breach of the applicable terms and conditions.

3. **SUPPORT.** Except as otherwise specified, Partner will provide Level 1 Support for End Customers and JumpCloud will provide Level 2 Support to such End Customers. "Level 1 Support" means all support services and materials (e.g., resources, information, training etc.) that JumpCloud has made available to Partner. "Level 2 Support" means all support services that are both (a) above and beyond Level 1 Support and (b) that Partner is incapable of providing. JumpCloud will provide support solely to the Partner support contact(s) and will not be required to respond directly to any End Customers. If Partner has an agreement with a Distributor, the Distributor is responsible for providing Level 2 Support unless otherwise specified in an Order or Cover Section.

#### 4. JUMPCLOUD MARKS

4.1 **Branding Requirements.** Partner will include the JumpCloud Marks in a prominent location on Partner's website, platform, and/or other channels as mutually agreed upon by the parties.

4.2 **License.** Subject to the terms of this Agreement, JumpCloud hereby grants to Partner a non-exclusive, nontransferable (except to the extent expressly permitted by Section 11.9 (Assignment)), royalty-free and fully-paid license to use the JumpCloud Marks and other materials marked as preapproved by JumpCloud for use by Partner ("Promotional Materials") in the Territory solely in connection with promoting and advertising the Service in accordance with this Agreement. Partner will not engage in, and will not solicit, accept, or work with any End Customer who engages in, unlawful, misleading, or deceptive trade practices or in a manner prohibited by this Agreement. Partner will use the JumpCloud Marks and Promotional Materials in the form provided and in conformance with any branding guidelines and trademark usage policies provided, from time to time, by JumpCloud to Partner. Partner acknowledges JumpCloud's exclusive ownership of the JumpCloud Marks and Promotional Materials, and Partner agrees not to take any action inconsistent with such ownership and will cooperate, at JumpCloud's request and expense, in any action (including the conduct of legal proceedings) which JumpCloud deems necessary or desirable to establish or preserve JumpCloud's exclusive rights in and to the JumpCloud Marks and Promotional Materials. Partner will promptly inform JumpCloud of any known or reasonably suspected infringement or misappropriation of JumpCloud's trademarks or copyrights. Partner will not adopt, use, or attempt to register any trademarks or trade names in any jurisdiction that are the same as or confusingly similar to the JumpCloud Marks or use the JumpCloud Marks in such a way as to create combination marks with the JumpCloud Marks. JumpCloud may terminate this license if, in JumpCloud's reasonable discretion, Partner's use of the JumpCloud Marks or Promotional Materials tarnishes, blurs or dilutes the quality associated with the JumpCloud Marks or the associated goodwill and such unauthorized use is not cured within five (5) days of notice of breach. At JumpCloud's request, Partner will furnish to JumpCloud samples of any materials upon or in relation to which the JumpCloud Marks or Promotional Materials is used for the purpose of confirming that the quality of such materials is at least as high as that generally associated with the JumpCloud Marks and Promotional Materials. At JumpCloud's request, Partner will modify or discontinue any use of the JumpCloud Marks or Promotional Materials if JumpCloud determines that such use does not comply with JumpCloud's then-current trademark usage policies and other policies or guidelines. Partner hereby grants to JumpCloud non-exclusive, nontransferable (except to the extent expressly permitted by Section 11.9 (Assignment)), royalty-free and fully-paid license to use Partner's name and logo to the extent permitted herein. Each party may publicly announce that the other party is a strategic partner and list the other party as such on its website.

#### 5. FEES AND PAYMENTS

5.1 **Service Fees.** Partner will pay JumpCloud all fees identified on the applicable Order and/or described in this Agreement (including all support fees and fees for Add-Ons) (the "Service Fees") in accordance with the applicable Order and this Section 5 (Fees and Payments). All Service Fees will be paid in U.S. Dollars. Partner will make all payments of the Service Fees to JumpCloud without reduction for any fees or charges applicable to Partner's method of payment (e.g., wire fees). JumpCloud may charge Partner (and Partner will pay JumpCloud) for the amount of any such fees to the extent Partner's payment is made net of any such fees. JumpCloud may offer additional features or functionality relating to the Service that are not included in the Service subscription purchased

pursuant to an Order (“**Add-Ons**”) for the additional fees described on the Site. Partner acknowledges that JumpCloud may, after informing Partner of any use of Add-Ons, charge Partner the specified additional fees for such Add-Ons, based on the highest Committed Quantity for any line-item in any Order or the High-Water Mark with respect to any line-item in any Order. To the extent any Add-Ons are otherwise eligible for any packaged or bundled pricing discounts, such discounts will not apply to unauthorized access or use of such Add-Ons. Notwithstanding the foregoing, JumpCloud may permit the use of Add-Ons on a trial basis, without the payment of any additional fees, for up to 30 days or as otherwise agreed in writing by JumpCloud.

**5.2 Devices.** Each End Customer may authorize up to three (3) Devices per User. Partner will be invoiced 33.3% of the discounted amount (per the applicable Order or Cover Section) of the then-current per-User Service Fee list price for each Device that accesses or is authorized to access the Service in excess of this limit (for illustrative purposes only: if an End Customer has 20 Users, Partner will be invoiced for each Device for such End Customer authorized in excess of 60 Devices). Solely for purposes of calculating Service Fees under this Section 5 (Fees and Payments), the term “User” will not include any User that (a) is solely an Administrator, or (b) is otherwise identified by JumpCloud as being excluded from the payment of fees under this Agreement.

**5.3 High-Water Marks.** The Service Fees for each month with respect to an End Customer will be calculated based on the maximum number of Users and of Devices as measured at any time during the calendar month (a “**High-Water Mark**” of Users and of Devices). For purposes of calculating the High-Water Marks, and for illustrative purposes only: if there are 20 Users and 60 Devices at the beginning of the month, and then during that month, (i) 5 Users are added (and 2 are later deleted), and (ii) 25 Devices are added, then: (a) the High-Water Mark of Users for that month would be 5 Users (and the Service Fees for such month would be based on 25 Users), and (b) the High-Water Mark of Devices for that month would be 85 Devices (and the Service Fees for such month include the excess Device fee described in Section 5.2 (Devices) for 25 Devices in excess of 60).

**5.4 Committed Period Subscriptions.** If an Order indicates that Partner will pay for a committed period, such as a set number of months or years, all Service Fees will be invoiced in advance at the billing frequency specified in the applicable Order based on the number of Users and of Devices specified in such Order (the “**Committed Quantity**” of Users and of Devices). If the High-Water Mark of Users or of Devices for an End Customer exceeds the applicable Committed Quantity in any month, JumpCloud will invoice, and Partner will pay, the difference between each Committed Quantity and each High-Water Mark, based on the Service Fees calculation described in Section 5.3 (High-Water Marks), for such month.

**5.5 Monthly Subscriptions.** For monthly subscriptions, all Service Fees will be invoiced monthly in arrears (“**Monthly Fees**”) and JumpCloud will charge full Monthly Fees for every full or partial month that the Service is used, based on the High-Water Marks for such months.

**5.6 Payment.** Unless otherwise stated in the Cover Section or an Order, JumpCloud will charge (and Partner hereby authorizes JumpCloud to charge) Partner’s payment card for all Monthly Fees as of the date the invoice (if the total fees are less than \$1,000). A credit card is required unless otherwise agreed to by JumpCloud. All fees that are invoiced will be due to JumpCloud within thirty (30) days of the date of the invoice. Claims for adjustment of any billed or invoiced Service Fees must be in good faith and submitted within such period. Claims should be submitted by Partner electronically to JumpCloud at [billing@jumpcloud.com](mailto:billing@jumpcloud.com). If any amounts are disputed, the remaining amounts will be paid when due and payment of such undisputed amounts may not be withheld for any reason. Any undisputed amount that is not paid when due will accrue a late fee of 1.5% per month or the maximum rate permitted by applicable law, whichever is less, from the due date until paid. In addition, Partner 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 timely receipt of payment and any tax documentation (as described in Section 5.8 (Taxes)) for each invoice no later than the due date required under this Agreement. If a payment or tax documentation is not received by its due date and such failure 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 Partner will pay) the full un-discounted price, (b) terminate any provisions inconsistent with, and strictly enforce the terms described in, Section 5.6 (Payment), (c) suspend the End Customer’s 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 otherwise.

**5.7 Resale Pricing.** Partner will be entitled to determine the pricing offered to End Customers in its sole discretion but will require confidentiality regarding any disclosed JumpCloud-related pricing information. Partner is solely responsible for invoicing and collecting fees from End Customers.

**5.8 Taxes.** All fees exclude, and Partner will be responsible for, all sales, use, excise, and other taxes applicable to the transactions contemplated by this Agreement, except for U.S. taxes based on JumpCloud's net income. If Partner 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), Partner will pay such taxes via reverse charge mechanism to the appropriate tax authority. Partner will reimburse JumpCloud for any deficiency relating to taxes that are Partner's responsibility under this Agreement. If applicable, Partner shall communicate to JumpCloud its VAT or GST identification number(s) attributed by the appropriate tax authority (e.g., (a) the country where Partner has established its business or (b) any other country where Partner has established a fixed establishment to which the Service is provided). Solely for the purposes of this Section 5.7 (Taxes) and solely with respect to Partner, JumpCloud will consider the Service under this Agreement to be for business use and provided to the location(s) as identified by the provided VAT or GST identification number(s). Upon request, Partner shall promptly provide JumpCloud with proof of any tax payments made to applicable authorities. Partner shall promptly pay or reimburse JumpCloud for all costs and fines related to any liability incurred by JumpCloud as a result of Partner's non-compliance or delay with its responsibilities in this Section, except if the delay in paying taxes is as a result of the conduct of JumpCloud. Partner's obligations under this Section will survive the termination or expiration of this Agreement.

## **6. Term and Termination**

**6.1 Term.** Unless the Agreement is earlier terminated pursuant to Section 6.3 (Termination), the term of this Agreement will begin on the start date specified in an Order (or other date agreed by the parties in writing) and will continue for a period of one (1) year. Thereafter, this Agreement will renew for successive one (1) year terms (each renewal together with the initial year, the "**Term**") unless either party notifies the other of its intent not to renew at least thirty (30) days prior to the then-current renewal date.

**6.2 Order Term.** Following an Order's initial term (the "**Initial Order Term**"), unless otherwise specified in the Order, such Order will automatically renew for additional one-year periods, except in respect of Initial Order Terms that are monthly, which will automatically renew for additional one-month periods (each, a "**Renewal Order Term**" and each Renewal Order Term and Initial Order Term, an "**Order Term**"), unless a party has given the other party written notice of its intent to not renew such Order at least thirty 30 days prior to the end of the then-current Order Term. Upon expiration, termination, or nonrenewal of an Order, all discounts provided under such Order will expire (along with the rest of the Order), and JumpCloud may offer the End Customer the opportunity to enter into an agreement directly with JumpCloud or its designee. JumpCloud may increase Service Fees and modify SKUs, features, or products by informing Partner of the same, and such increased Service Fees and modifications will not apply until the first Renewal Order Term that starts at least 30 days after such notice. Unless JumpCloud agrees otherwise, the Committed Quantities (for Users and Devices) in any Renewal Order Term will be the greater of (a) the Committed Quantities in the preceding Order Term, and (b) the highest High-Water Marks for the last three (3) months in the preceding Order Term.

**6.3 Termination.** Either party may terminate this Agreement or any and all Orders upon written notice (a) if the other party breaches any material provision of the Agreement and fails to cure such breach within thirty (30) days after written notice thereof; or (b) if the other party terminates or suspends its business, becomes subject to any bankruptcy or insolvency proceeding under federal or state or similar statute that is not dismissed within sixty (60) days, or becomes insolvent or subject to direct control by a trustee, receiver, or similar authority.

## **6.4 Effect of Termination.**

(a) **In general.** Upon the effective termination or expiration date of this Agreement, Partner will (i) cease all new sales of the Service and (ii) promptly pay JumpCloud all amounts then owed under this Agreement without regard to whether any invoices had been previously issued. Sums paid or refunded under this Section 6 (Term and Termination) will not limit a party's liability under this Agreement.

(b) **For termination due to Partner's breach.** Upon JumpCloud's termination pursuant to Section 6.3 (Termination) due to Partner's uncured breach: (i) Partner will promptly pay JumpCloud all amounts owed under this Agreement without regard to whether any invoices had been previously issued, (ii) all of Partner's rights and licenses granted under this Agreement will terminate, (iii) JumpCloud's obligation to provide support to Partner and Service to End Customers will terminate, and (iv) JumpCloud may offer to End Customers the opportunity to enter into agreements for use of the Service directly with JumpCloud or its designee.

(c) **For expiration or any other termination.** Upon any termination or expiration (other than JumpCloud's termination pursuant to Section 6.3 (Termination) due to Partner's uncured breach): (i) all of Partner's rights and licenses granted under this Agreement will be limited to those that are strictly necessary to provide support to End Customers under then-active Orders for up to one (1) year (or as otherwise permitted or required in this Section 6), (ii) JumpCloud will continue to provide support to Partner and End Customers under then-active Orders for up to one (1) year, provided that neither Partner and the applicable End Customer are in breach of any provision of this Agreement, and (iii) starting sixty (60) days prior to an End Customer's expiration or termination date, JumpCloud may offer such End Customers the opportunity to enter into an agreement for use of the Service directly with JumpCloud or its designee.

(d) **Termination of Distributor's Rights.** If the right of Distributor to distribute the Service to Partner terminates for any reason and Partner has an existing Order with a term that extends past the termination of its Distributor's distribution rights, JumpCloud will, to the extent permitted and practicable, work with Partner at JumpCloud's then-current rates to transition Partner to JumpCloud directly or to another Distributor.

**6.5 No Waiver of Rights.** Termination of this Agreement provided for hereunder will be without prejudice to any other right or remedy available to the terminating party. Failure to notify the other party of an alleged breach of this Agreement will not be considered a waiver of that breach.

**6.6 Survival.** Sections 1 (Definitions), 6 (Term and Termination), 7 (Warranties), 8 (Indemnification), 9 (Limitation of Liability), 10 (Confidentiality), and 11 (General), and any payment obligations, will survive any expiration or termination.

## **7. WARRANTIES**

**7.1 Mutual Representations and Warranties.** Each party represents and warrants the following: (a) its execution, delivery and performance of this Agreement have been authorized by all necessary corporate action, does not violate the terms of any law, regulation, or court order to which such party is subject, does not violate the terms of any material agreement to which such party is a party, does not breach any contractual obligation to any third party, and are not subject to the consent or approval of any third party; (b) assuming due execution, delivery and performance by each other party hereto, this Agreement is the valid and binding obligation of such party, enforceable against such party in accordance with its terms; and (c) such party is not, to its knowledge, subject to any pending or threatened litigation or governmental action which could interfere with its performance of its obligations hereunder.

**7.2 Disclaimer of Warranties.** EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7 (WARRANTIES), THE PARTIES MAKE NO OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THEIR RESPECTIVE SOFTWARE, WEBSITES, SERVICES OR OTHER MATERIALS, AND EACH PARTY SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, ACCURACY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND SECURE, ERROR-FREE OR UNINTERRUPTED OPERATIONS.

## **8. INDEMNIFICATION**

**8.1 Indemnification Obligations of JumpCloud.** Subject to Section 8.3 (Procedure), JumpCloud will defend and indemnify Partner from and against any claim in a suit brought against Partner by a third party alleging

that the Service as provided by JumpCloud and used in accordance with this Agreement infringes or misappropriates such party's intellectual property in the Territory. JumpCloud will pay all damages, costs, and expenses (including reasonable attorney's fees) finally awarded against Partner in connection with such claim. Should the Service become (or if in JumpCloud's opinion they are likely to become) the subject of any claim, JumpCloud may, at its sole expense and discretion, either (a) procure for Partner the right to continue the resale of the Service, as contemplated by this Agreement; or (b) replace, or modify the Service with the same functionality so that it no longer infringes or misappropriates the proprietary rights of a third party; or (c) terminate this Agreement (without limiting JumpCloud's indemnification obligations hereunder with respect to Service sold prior to termination). Notwithstanding any other provision in this Agreement to the contrary, JumpCloud will not be liable for: (i) any claim arising from or relating to any Partner content or materials; (ii) any modification in the Service made by Partner or any third party for Partner, if a claim would not have occurred but for such modification; or (iii) Partner's use of the Service in combination with any hardware, software or other materials not provided by JumpCloud. The foregoing indemnification obligation states Partner's sole and exclusive remedy, and JumpCloud's entire liability, arising from or relating to any third-party infringement claim.

**8.2 Indemnification Obligations of Partner.** Subject to Section 8.3 (Procedure), Partner will defend and indemnify JumpCloud from and against any claim in a suit brought against JumpCloud by a third party arising from or relating to (a) any representations or warranties made by Partner regarding the Service that exceed or are inconsistent with the representations set forth in the JumpCloud Terms of Service, and (b) Section 2.4 (End Customer Agreements) or Section 2.7 (Portal). Partner will reimburse JumpCloud for all damages, costs, and expenses (including reasonable attorney's fees) finally awarded against JumpCloud in connection with such claim.

**8.3 Procedure.** Any party seeking indemnification under this Section 8 (the "**Indemnitee**") will (a) promptly notify the indemnifying party (the "**Indemnitor**") in writing of the claim, (b) provide the Indemnitor sole control over the defense and/or settlement of such claim, at Indemnitor's expense and with Indemnitor's choice of counsel, and (c) at the Indemnitor's request and expense, provide full information and reasonable assistance to Indemnitor with respect to such claim. Indemnitee may join in defense of a claim with counsel of its choice at its expense. Indemnitor will not be responsible for payment of any damages, costs, expenses, or compromises made without Indemnitor's prior written consent.

## **9. LIMITATION OF LIABILITY**

EXCEPT WITH RESPECT TO A PARTY'S (A) BREACH OF CONFIDENTIALITY UNDER SECTION 10, (B) INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, (C) OBLIGATIONS UNDER SECTION 8 (INDEMNIFICATION), OR PARTNER'S OBLIGATIONS UNDER SECTIONS 2.4 (END CUSTOMER AGREEMENTS), 2.7 (PORTAL), 11.3 (EXPORT), OR 11.4 (ABAC) ("**EXCLUSIONS**"), SUCH PARTY WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES. THIS LIMITATION OF LIABILITY WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE, OR ANY LOSS OF REVENUE, DATA, OR PROFITS, AND INDEPENDENT OF ANY FAILURE OF ESSENTIAL PURPOSE OF THE LIMITED WARRANTY AND REMEDIES PROVIDED HEREUNDER. THIS DISCLAIMER WILL APPLY WHETHER OR NOT THE OTHER PARTY HAS BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT WITH RESPECT TO THE EXCLUSIONS, IN NO EVENT WILL A PARTY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT EXCEED THE AGGREGATE AMOUNT OF FEES AND PAYMENTS PAID TO JUMPCLOUD BY PARTNER DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY UNDER THIS AGREEMENT.

## **10. CONFIDENTIALITY**

**10.1 Confidential Information.** For purposes of this Agreement, "**Confidential Information**" will mean (a) any information which, if disclosed in tangible form, is conspicuously marked "confidential"; or (b) which, if disclosed orally, is clearly designated as confidential at the time of disclosure and is specifically identified in a confirmatory writing sent to the other party within thirty (30) days after initial disclosure. Notwithstanding the foregoing, Confidential Information will not include information that (i) is or becomes generally or publicly known through no fault of the recipient party; (ii) is known by the recipient party at the time of disclosure by disclosing party; (iii) is independently developed by recipient party without access to the Confidential Information; (iv) is

lawfully obtained by recipient party from a third party who has the right to make such disclosure; or (v) is released for publication by disclosing party in writing. All non-public information regarding the Service and any portion thereof will be considered JumpCloud's Confidential Information, notwithstanding any failure to mark or identify it as such. Protections for End Customers' Customer Data are provided for in Section 2.5 (Data Processing) of the DAASA Terms and the DPA and not in this Section 10. The commercial and non-public terms of the Agreement are Confidential Information of the parties, but the relationship of the parties created by this Agreement is not Confidential Information. Partner's Confidential Information excludes any Partner or End Customer business and support contact information provided to JumpCloud, which may be used by JumpCloud for its business purposes (e.g., for managing JumpCloud's relationship with Partner or End Customers). Partner will provide JumpCloud accurate and current contact information for invoices and related communications.

**10.2 Confidentiality Obligations.** Each party agrees that during the Term and for a period of three (3) years following the termination of this Agreement (or, in the case of Confidential Information that consists of trade secrets, during the Term and for a perpetual period after termination of this Agreement), each party will hold all Confidential Information in strict trust and confidence and will not disclose or use the same, except to the extent necessary for the performance of this Agreement. Each party will take at least those measures that it takes to protect its own confidential information of a similar nature but in no event less than reasonable care. Each party will ensure that its employees and its independent contractors who have access to Confidential Information of the disclosing party have signed a non-use and non-disclosure agreement in content substantially similar to the provisions of this Section 10 (Confidentiality), prior to any disclosure of Confidential Information. Notwithstanding the obligation not to disclose the Confidential Information of the disclosing party, a recipient party may disclose Confidential Information to the extent it is required to be produced in compliance with applicable law or a court order, provided the disclosing party is given reasonable notice of such law or order to attempt to preclude or limit such production.

**10.3 Exceptions.** Each party agrees that the terms and conditions, but not the existence, of this Agreement will be treated as the other party's Confidential Information; provided, however, that each party may disclose the terms and conditions of this Agreement: (a) as required by any court or other governmental body; b) as otherwise required by law; (c) to legal counsel of the parties; (d) in connection with the requirements of an initial public offering or securities filing; (e) in confidence, to accountants, banks, and financing sources and their advisors; (f) in confidence, in connection with the enforcement of this Agreement or rights under this Agreement; or (g) in confidence, in connection with a merger or acquisition or proposed merger or acquisition, or the like.

**10.4 Return or Destruction of Confidential Information.** Upon termination or expiration of this Agreement, or upon written request of JumpCloud, Partner immediately will return or destroy any and all materials containing any of JumpCloud's Confidential Information (including information stored on computer hard drive or cloud application or otherwise and all copies, reproductions, and summaries thereof, no matter by whom prepared) and certify the return or destruction in accordance with the request.

**10.5 Injunctive Relief.** Each party acknowledges that any breach of its obligations with respect to the Confidential Information of the other party or such may cause such other party irreparable injury for which there may be inadequate remedies at law, and such party will be entitled to seek equitable relief, in addition to all other remedies available to it.

**10.6 License to Feedback.** "Feedback" means all Partner or End Customer suggestions and comments regarding new features, functionality, or performance for the Portal, Service, or Professional Services, including suggestions submitted through the Portal or Site. Partner hereby grants to JumpCloud a royalty-free, worldwide, transferable, sublicensable, irrevocable, and perpetual license to use such Feedback disclosed to JumpCloud for any lawful purpose, including the development or improvement of features or functionality for the Portal, Service, or Professional Services. JumpCloud will not identify Partner as the source of any such Feedback.

## **11. GENERAL**

**11.1 Audits.** Partner will keep complete, accurate, and current records relating to the resale of the Service and its obligations hereunder. During the Term and for three (3) years thereafter, JumpCloud or its designated representatives will have the right, during normal business hours and upon at least ten (10) days prior notice, to inspect and audit Partner's records relating to Partner's activities pursuant to this Agreement in order to

verify that Partner has paid to JumpCloud the correct amounts owed under this Agreement and has complied with the terms of this Agreement. The audit will be conducted at JumpCloud's expense, unless the audit reveals that Partner has underpaid the amounts owed to JumpCloud by 5% or more in any month or has otherwise breached any material aspect of this Agreement, including, without limitation, any aspect of Sections 11.3 (Export) or 11.4 (ABAC) of this Agreement, in which case Partner will reimburse JumpCloud for all reasonable costs and expenses incurred by JumpCloud in connection with such audit. Partner will promptly pay to JumpCloud any amounts shown by any such audit to be owing plus interest as provided herein for late payments. Such audits will be conducted no more than once in any period of twelve consecutive months.

**11.2 Compliance with Laws.** Each party will comply with all laws, rules, and regulations applicable to such party while performing its obligations under this Agreement.

**11.3 Export.** Partner warrants that it and its End Customers are not restricted under applicable law from accessing the Service. Partner warrants it will not: (a) permit any party to access or use the Service or Professional Services in violation of any U.S., UK, EU, or other applicable 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, Partner will not permit any End Customer or third party to access or use the Service or Professional Services in, or export any such technical data or product utilizing such data to, a country subject to a United States embargo (such as: Cuba, Iran, North Korea, Sudan, Syria, Crimea, Donetsk People's Republic, and Luhansk People's Republic regions of Ukraine).

**11.4 ABAC.** Partner warrants that it and its End Customers will comply with all laws related to bribery and corruption that are, or may be, applicable to JumpCloud and Partner and its End Customers, including without limitation, the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and any similar laws applicable to Partner (collectively, "ABAC Laws"). Without limiting the generality of the foregoing, Partner shall not, directly or indirectly, (a) 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 (b) accept any type of payment or anything of value from any private individual or Government Official where the intent of the giver is to influence the Partner to act improperly. Partner covenants that it will maintain accurate books and records and systems of internal controls to ensure compliance with ABAC Laws. For purposes of this Section, "Government Official" means an official of any government department or agency or their family members; officials of any public international organization (such as the United Nations); political parties and party leaders; candidates for public office; executives and employees of government-owned or government-run companies; anyone acting on behalf of a Government Official; or an individual holding a legislative, administrative, or judicial position of any kind, whether appointed or elected, who exercises a public function on behalf of any country or territory or any public agency or public enterprise of that country or territory, or who is an official or agent of any public international organization.

**11.5 Independent Contractors.** The parties are, and at all times will be and remain, independent contractors as to each other, and at no time will either party be deemed to be the agent or employee of the other. No joint venture, partnership, agency, or other relationship will be created or implied as a result of this Agreement. Except as expressly set forth in this Agreement, each party will bear full and sole responsibility for its own expenses, liabilities, and costs of operation. Except as expressly stated in this Agreement, neither party will have the authority to, and will not purport to, enter into any contract on behalf of the other party, or commit it to any obligation.

**11.6 Governing Law.** This Agreement, and any and all actions arising from or in any manner affecting the interpretation of this Agreement, will be governed by, and construed solely in accordance with, the laws of the State of Delaware, without giving effect to any conflicts of laws principles that would require the application of the

laws of a different jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement, and the parties hereby disclaim the application thereof.

**11.7 Arbitration of all Disputes.** This Section 11.7 will apply only if Partner's location of incorporation or principal place of business is outside the United States. If Partner is incorporated in or has its principal place of business in the United States, this Section 11.7 will not apply.

(a) **Agreement to Arbitrate.** JumpCloud and Partner, to the fullest extent permitted by applicable law, will submit solely to final, binding, and confidential arbitration any and all disputes, claims, or causes of action arising from or relating to: (i) the negotiation, execution, interpretation, performance, breach, or enforcement of this Agreement; or (ii) the relationship between JumpCloud and Partner; or (iii) the termination of that relationship. **BY AGREEING TO THIS ARBITRATION PROCEDURE, BOTH PARTIES WAIVE THE RIGHT TO RESOLVE ANY SUCH DISPUTES THROUGH A TRIAL BY JURY OR JUDGE OR THROUGH AN ADMINISTRATIVE PROCEEDING.**

(b) **Arbitrator Authority.** The arbitrator shall have the sole and exclusive authority to determine whether a dispute, claim or cause of action is subject to arbitration under this Section 11.7.

(c) **Arbitration Process.** Any arbitration proceeding under this Section 11.7 shall be presided over by a single arbitrator and conducted under the Rules of Arbitration of the International Chamber of Commerce in Dublin, Ireland. Any such arbitration proceedings will be conducted in English. Each party will have the right to be represented by legal counsel at any arbitration proceeding, at each party's own expense. The arbitrator shall: (i) have the authority to compel adequate discovery for the resolution of the dispute; (ii) issue a written arbitration decision, to include the arbitrator's essential findings and conclusions and a statement of the award; and (iii) be authorized to award any or all remedies that the parties would be entitled to seek in a court of law.

(d) **Injunctive Relief and Final Orders.** Nothing in this Section 11.7 is intended to prevent either party from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. Any final award in any arbitration proceeding hereunder may be entered as a judgment in the federal and state courts of any competent jurisdiction and enforced accordingly.

**11.8 Force Majeure.** JumpCloud will not be liable under this Agreement by reason of any failure or delay in the performance of its obligations under this Agreement as a result of any cause which is beyond its reasonable control.

**11.9 Assignment.** Neither party may assign this Agreement (whether expressly, by implication, or by operation of law, including in connection with any merger or sale of assets or business), or delegate its performance under this Agreement, to any third party without obtaining the other party's prior written consent; *provided, however*, that JumpCloud will have the right to assign this Agreement (and its rights hereunder) (a) to an Affiliate of JumpCloud; and (b) in connection with any reorganization, merger, acquisition, or sale of all or substantially all of its assets or business to which this Agreement relates. Any purported transfer, assignment, or delegation without the appropriate prior written consent will be null and void when attempted and of no force or effect. Subject to the foregoing, this Agreement will bind and inure to the benefit of the successors and permitted assigns of JumpCloud and Partner. **"Affiliate"** of an entity means any other entity that, directly or indirectly, controls, is controlled by or is under common control with such entity (but only for so long as such control exists), where "control" means the ownership of more than fifty percent (50%) of the outstanding shares or securities representing the right to vote of the election of directors of other managing authority of such entity.

**11.10 Notice.** Any notices to JumpCloud required or permitted under this Agreement will be sent to JumpCloud at the postal address below, or at such other address as JumpCloud will specify in writing. Any notices to Partner required or permitted under this Agreement will be given at the email address provided by Partner in the Order, or at such other email address as Partner will specify in writing. Such notice will be deemed given upon personal delivery; if sent by email, upon a confirmation response; or if sent by overnight courier, one (1) day after the date of delivery to the courier.

JumpCloud Inc.

Attn: Legal

361 Centennial Parkway, Suite 300  
Louisville, CO 80027  
legal@jumpcloud.com

**11.11 Communications.** Partner understands and agrees that this Agreement requires periodic email communication including password resets, notifications, and other critical emails, and Partner agrees that such communications satisfy any requirements that would be met if they were in hard copy. Further, Partner understands and agrees that without email communication Partner will not be able to receive customer support, maintenance notifications, upgrade announcements, and other critical information to operate the Service. As a result, by purchasing access to the Service, Partner is consenting to JumpCloud's email communications with (and notices sent to) administrative contacts supplied by Partner.

**11.12 Government End Users.** The Service and all portions thereof are "commercial items" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Service with only those rights provided in this Agreement.

**11.13 Waivers; Amendment.** No waiver of any terms or conditions of this Agreement will be valid or binding on a party unless such party makes the waiver in writing. The failure of one party to enforce any of the provisions of this Agreement, or the failure to require at any time the performance of the other party of any of the provisions of this Agreement, will in no way be construed to be a present or future waiver of such provisions, nor in any way affect the ability of a party to enforce each and every provision thereafter. This Agreement may not be altered, amended, modified, or otherwise changed in any way except by a written instrument signed by the authorized representatives of each party.

**11.14 Severability.** If any provision of this Agreement is found or held to be invalid or unenforceable by any tribunal of competent jurisdiction, then the meaning of such provision will be construed, to the extent feasible, so as to render the provision enforceable, and if no feasible interpretation would save such provision, it will be severed from the remainder of this Agreement, which will remain in full force and effect.

**11.15 Construction.** The headings of sections of this Agreement are included solely for convenience of reference and are not to be used to interpret, construe, define, or describe the scope of any aspect of this Agreement. As used in this Agreement, the word "including" means "including but not limited to." Each party represents that it has had the opportunity to participate in the preparation of this Agreement, and any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in connection with the construction or interpretation of this Agreement. For purposes of this Agreement, the word "will" will be equivalent in meaning to the word "will," both of which describe an act or forbearance which is mandatory under this Agreement. The word "may" describes an act or forbearance which is optional under this Agreement. Unless otherwise expressly stated to the contrary herein, all remedies are cumulative, and the exercise of any express remedy by either party herein does not by itself waive such party's right to exercise its other rights and remedies available at law or in equity.

**11.16 Entire Agreement.** This Agreement sets forth the entire understanding and agreement of the parties and supersedes any and all oral or written agreements or understandings between the parties as to the subject matter of this Agreement including any non-disclosure agreements (with the confidentiality provisions of this Agreement to govern any prior disclosures of Confidential Information). Any and all standard or "form" terms associated with a Partner or End Customer purchase order, ordering document, or invoice submission system or other portal are hereby rejected (regardless of any electronic or online indication of agreement to the same), will be not binding on the parties, will be of no consequence whatsoever in interpreting the parties' legal rights and responsibilities as they pertain to this Agreement (including any billing or payment requirements) or the Service, and no person other than JumpCloud's CEO, CFO, or CLO has the authority to bind JumpCloud to the same. All modifications or amendments to this Agreement must be in writing and signed by the authorized representatives of both parties. No person, other than JumpCloud's CEO, CFO, CLO, has the authority to waive or amend any terms of this Agreement (including any Order) on behalf of JumpCloud. To the extent of any conflict between the provisions

of this Agreement and the provisions of any Order, the provisions of this Agreement will govern, except that those provisions of an Order that expressly identify the conflicting provision of this Agreement to be superseded will govern (solely to the extent of the conflict). Neither party is relying upon any warranties, representations, assurances, or inducements not expressly provided in this Agreement.

**11.17 Non-U.S. Provisions.** (a) If Partner is a resident of the United Kingdom, this Agreement is modified as follows: (i) third parties have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of this Agreement, but this does not affect any right or remedy of such third party which exists or is available apart from that Act. (ii) These Terms are drafted in the English language, and no translation of this Agreement has any force or effect. (b) If Partner is a resident of Germany, this Agreement is modified as follows: (i) notwithstanding anything to the contrary, JumpCloud is also not liable for acts of simple negligence (unless they cause injuries to or the death of any person), except when they are caused by a breach of any substantial contractual obligations (*vertragswesentliche Pflichten*).