

## SOFTWARE LICENSE AND SERVICES AGREEMENT

JAMF SOFTWARE, LLC (“**Jamf**” or “**we**”) PROVIDES ACCESS TO ITS SOFTWARE AND SERVICES SUBJECT TO THE TERMS OF THIS SOFTWARE LICENSE AND SERVICES AGREEMENT (“**SLASA**”) AND ALL SOWS, ORDERS AND ANY SUBSEQUENT AMENDMENTS (COLLECTIVELY, THE “**AGREEMENT**”). PLEASE READ THE TERMS OF THIS AGREEMENT CAREFULLY. AS USED IN THIS AGREEMENT, “**CUSTOMER**” OR “**YOU**” REFERS TO THE PERSON OR ENTITY USING THE SOFTWARE OR RECEIVING THE SERVICES. YOU ACCEPT THE TERMS OF THIS AGREEMENT EITHER BY (1) CLICKING A BOX INDICATING ACCEPTANCE OR (2) BY INSTALLING OR USING THE SOFTWARE. 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 DOWNLOAD, INSTALL OR USE THE SOFTWARE OR SERVICES.

1. **Overview.** This Agreement sets forth the terms under which you may license and use Jamf’s Software and obtain Services (all as defined below) from Jamf. This Agreement applies if you obtain Software or Services directly from Jamf or through a Jamf-authorized reseller. All Software and Services will be identified in an applicable Quote or Order. If you use the Software and Services in a free trial as Test Software, this SLASA governs that use.

### 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) “**Confidential Information**” means any proprietary or confidential information of any nature 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, proprietary information and trade secrets. Software, Test Software and Customer Content are Confidential Information. Confidential Information also includes information designated as confidential by a Party 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.
- c) “**Customer Content**” means all information related to your use of the Software that you enter into the Software. Customer Content may include Personal Data. Customer Content does not include Third-party Content.
- d) “**Data Protection Laws**” means all applicable data protection, privacy and cyber security laws, rules and regulations of any country, including, where applicable, the Regulation (EU) 2016/679, General Data Protection Regulation (“**GDPR**”), the GDPR as transposed into United Kingdom national law by operation of section 3 of the European Union (Withdrawal) Act 2018 (“**UK GDPR**”), the Swiss Data Protection Act, data protection laws of the European Union or European Economic Area member states or the United Kingdom that supplement the GDPR or UK GDPR and the California Consumer Privacy Act of 2018 (“**CCPA**”).
- e) “**Device**” means a Customer device, including Apple, Inc. (“**Apple**”) devices such as iOS, iPadOS, macOS or tvOS devices.
- f) “**Documentation**” means the user guides, instructions and other materials, in any form, that describe the capabilities, specifications and functionality of the Software, as updated from time to time, that we make available to customers on <https://www.jamf.com/resources/product-documentation/> or otherwise.
- g) “**Effective Date**” means either the date of last signature below or the date that you click to accept the SLASA.
- h) “**Hosted Services**” means Customer’s access to certain Software hosted by Jamf.

- i) **“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.
- j) **“On-Premise”** means an instance of certain Software deployed in your or your Third-party Service Provider’s environment using your or your Third-party Service Provider’s hardware.
- k) **“Order”** means a purchase order, schedule or other ordering document issued by Customer, if applicable, indicating a promise to pay and acceptance of the then-current Quote. Order also includes a Quote signed by Customer, online orders you make through Jamf-authorized platforms and orders submitted through Jamf-authorized resellers. All Orders are subject to this Agreement and any additional or inconsistent terms included in an Order will not bind Jamf and Jamf expressly rejects them.
- l) **“Performance and Usage Data”** means statistical, usage, configuration and performance data of the Hosted Services and/or Software.
- m) **“Personal Data”** means any personal data (as defined in applicable Data Protection Laws) processed by Jamf (or any subprocessor) pursuant to Jamf’s performance of the Agreement or provision of the Services to Customer.
- n) **“Quote”** means the system-generated offer from Jamf that identifies the Software and Services Customer is ordering, the term length and applicable fees.
- o) **“Services”** means those services Jamf will provide to Customer, as identified on a Quote, Order or SOW, and may include Standard Technical Support Services, Hosted Services and other optional services that Customer may purchase such as premium cloud offerings, onboarding services, premium support offerings, training services and premium services provided by Jamf professional services engineers or Jamf-certified partners.
- p) **“Software”** means Jamf’s proprietary software, software Updates that Jamf provides and Jamf’s proprietary applications that interoperate with the Software and that may be downloaded by Customer or to which Jamf may provide access. Software does not include i) optional plug-ins that add specific features to the Software to enable additional functionality or optional connectors used to connect third-party systems to the Software at the application programming interface level, ii) Test Software or iii) Third-party Content.
- q) **“Statement of Work” (“SOW”)** means a description of the purpose and scope of onboarding services, premium service offerings or other Services Jamf or a Jamf-certified partner will provide to Customer.
- r) **“Standard Technical Support Services”** means Jamf’s standard technical support services, as further described at <https://www.jamf.com/trust-center/legal>.
- s) **“Test Software”** means an instance of Jamf’s generally available Software provided to Customer On-Premise, as Hosted Services or for deployment on Devices for a limited term either for trial, evaluation or similar purposes. Test Software does not include Software versions that Jamf has not yet widely released, such as beta, preview, prototype or release candidate Software. Use of beta, preview or release candidate versions of the Software is governed by a separate agreement.
- t) **“Third-party Content”** means any third-party software you deploy in connection with your use of the Software and/or Hosted Services and includes Third-Party Patch Materials. Jamf does not control and is not responsible for Third-party Content. If you use Third-party Content, your relationship is with the relevant third-party provider and you should refer to the terms of use for that Third-party Content.
- u) **“Third-party Patch Materials”** means patches for Third-party Content and related information about patches that are provided and maintained by third-party software vendors that Jamf does not control.
- v) **“Third-party Service Provider”** means a third-party service provider or contractor that performs outsourced information technology services for your benefit and solely to support your internal business operations.
- w) **“Updates”** means minor updates to a version of the Software, major upgrades or new versions of the Software and other modifications or bug fixes.

- x) “**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. **Software License.** Subject to the terms of this Agreement, Jamf authorizes you to access and use the Software via the Hosted Services or grants you a non-exclusive, non-sublicensable, non-transferable license to access and use the Software On-Premise in object code form only and/or authorizes you to install and use the Software on your User’s Devices. In all cases, such grant or authorization is only for your internal business purposes and only for the number of Devices or quantity of Users and term specified in the applicable Order.

- a) Usage Limits. Software is subject to the usage limits specified in an applicable Order (e.g., number of Devices or up to the number of authorized Devices per User in any combination of Device type). If you exceed those usage limits, you will order additional quantities of the applicable Software promptly and/or pay any invoice for that excess use in accordance with Section 5 below.
- b) Copies. If applicable, you may create a reasonable number of instances of the On-Premise Software in non-production environments solely to support your internal business purposes and make a reasonable number of copies of the On-Premise Software for archival and back-up purposes only. You may also make a reasonable number of copies of the Documentation for internal business use only.
- c) Permitted Use by Affiliates and Third-party Service Providers. You may use the Software and Services for the benefit of your Affiliates in the same manner you are permitted to use the Software and Services under this Agreement. Your Affiliates may also license the Software and purchase Services under this Agreement. You may permit your Third-party Service Provider(s) to access and use the Software as permitted by 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 Third-party Service Providers violate this Agreement. You are responsible for your Affiliates’ and Third-party Service Providers’ compliance with this Agreement.
- d) Third-party Software. The Software and Services may use or include open-source and third-party software and other copyrighted material. Your use of that software and the Software and Services is subject to any applicable third-party or open-source licenses as set forth within the Software or made available upon your request. The terms and conditions of those third-party licenses will govern your use of that third-party or open-source software. We represent that we have the right and authorization to use and distribute any open-source and third-party software used with the Software and Services or that is embedded in the Software and that any open-source and third-party software we use 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 term.
- e) Test Software. Test Software may only be used for the term and purpose authorized by Jamf. We provide Test Software “AS IS” without warranty of any kind and we disclaim all warranties, indemnities and all other liabilities. Test Software is for non-production use only and is not eligible for Standard Technical Support Services. We may terminate your use of Test Software by providing you written notice.

4. **Services.** This Agreement governs Jamf’s provision of Services and all SOWs between the Parties.

- a) We will provide the applicable Standard Technical Support Services for the Software purchased under this Agreement at no additional cost. You may purchase additional support services.
- b) We will ensure that all personnel performing Services are properly trained and supervised.
- c) We will not have access to your systems as part of any Services 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 Services. Any creative work or custom development work must be outlined in a separate written agreement.
- e) Access to the Hosted Services is available 24 hours a day, 7 days a week except for regularly scheduled or emergency maintenance and includes a server operating system, back-up and storage, firewall protection and monitoring of the Hosted Services to ensure they are always operational. We will use commercially reasonable efforts to schedule maintenance during non-peak usage hours and provide advance written notice, but you acknowledge that in certain situations, we may need to perform emergency maintenance without any advance notice. Jamf’s Hosted Services Availability Commitment (“**HSAC**”),

which includes information about up-time and data restoration, is available at <https://www.jamf.com/trust-center/legal>. Jamf may amend the HSAC from time to time with written notice to you.

5. **Payment Terms.** Unless otherwise stated in the relevant Order, all invoices for purchases you make directly from Jamf are due and payable net 30 days from the date of invoice. You will pay fees and applicable taxes for the Software and Services as set forth on the applicable Order. If you purchase from a Jamf-authorized reseller, payment terms are determined between you and the reseller and you agree that we may share certain information about your account and purchases with that reseller only as permitted by Section 16 of this Agreement.

6. **Customer Obligations, Representations and Warranties.**

- a) You must provide, at your expense and as applicable, an internal network, hardware, Devices, software applications, current operating systems, supported web browsers and Internet service, all as sufficient or necessary to access and use the Software and Services. If we change applicable technical requirements (which we may in our sole discretion), we will provide you notice of the changes in advance.
- b) You will comply with all requirements imposed by Apple to perform mobile device management. Failure to promptly comply with all such requirements may result in your inability to use the Software.
- c) You will implement reasonable safeguards to prevent unauthorized access to or unauthorized use of the Software, Hosted Services and/or Test Software and 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).
- d) You will use the Software, Services and Test Software only in accordance with the Documentation and this Agreement.
- e) You are responsible for notifying your Users about the Services and obtaining all necessary consents from them. You represent and warrant that you own or have the rights to use Personal Data, Customer Content and Third-party Content and that you have the necessary permissions and legal authority (including under Data Protection Laws) to provide it to Jamf and grant us the rights to use it in connection with our performance under this Agreement.

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

- a) Copy, reproduce, 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 or 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 (except and solely to the extent expressly permitted by applicable law);
- e) Disclose or provide Confidential Information about the Software to any third party not authorized under this Agreement to use the Software on your behalf, without our prior written consent;
- f) Alter or remove any proprietary notices from the Software or Documentation;
- g) Use access to the Software to develop products, systems or services like or competitive with the Software or provide access to the Software or Services to a known competitor of Jamf;
- h) Upload any files or Third-party Content that contain viruses or harmful computer code or violates any Intellectual Property Rights or proprietary rights of others to the Hosted Services;

- i) 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 and/or any components thereof or any software installed on the Hosted Services; or
- j) Continue to access or use the Software and/or Hosted Services after your access or authorization has been terminated or suspended.

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 Software, Test Software and Services, 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 Software, Test Software and Services, including any Intellectual Property Rights and industrial property rights.

9. **Optional Feedback.** You may provide suggestions, recommendations or feedback about the Software, Test Software or Services ("**Feedback**") to Jamf. If you provide us Feedback, we may use it without restriction and you irrevocably assign to Jamf all right, title and interest in and to that Feedback. Providing Feedback to Jamf does not grant Jamf any rights in Customer Content or Customer's Intellectual Property Rights.

10. **Jamf Warranties.** We represent and warrant to you that (a) we own or have the right to license the Software and provide access to the Hosted Services; (b) the Software and Hosted Services will substantially conform to the Documentation; (c) we will perform the Services in a professional and workman-like manner, consistent with industry standards; and (d) we provide the Software free of viruses, malware or other malicious or destructive programs or features. These warranties are void if the Software or a Service 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) or 10(c) will be to replace the Software and/or re-perform the Service. You must make any claim under any warranty within one year of the transaction or occurrence giving rise to that warranty.

11. **Disclaimers.** EXCEPT AS SET FORTH IN SECTION 10, WE MAKE NO WARRANTIES REGARDING THE SOFTWARE OR SERVICES. NO ORAL INFORMATION OR ADVICE GIVEN BY US OR A JAMF-AUTHORIZED RESELLER WILL CREATE A WARRANTY. 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 SOFTWARE OR SERVICES, THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE OR SERVICES WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT WE WILL CORRECT ALL DEFECTS IN THE SOFTWARE OR SERVICES. WE DO NOT MAKE ANY WARRANTY OR REPRESENTATION THAT THE SOFTWARE OR SERVICES WILL DETECT OR PREVENT ANY SYSTEM ATTACK, THREAT, MALWARE OR VULNERABILITY. WE MAKE NO GUARANTEES AND PROVIDE NO WARRANTY REGARDING THIRD-PARTY CONTENT OR THIRD-PARTY PATCH MATERIALS. THE WARRANTIES JAMF PROVIDES IN SECTION 10 DO NOT APPLY TO THIRD-PARTY CONTENT OR THIRD-PARTY PATCH MATERIALS AND JAMF DISCLAIMS ALL LIABILITY FOR ANY DAMAGES OR LOSS RELATED TO THIRD-PARTY CONTENT OR THIRD-PARTY PATCH MATERIALS. FURTHER, JAMF DOES NOT CONTROL AND IS NOT RESPONSIBLE FOR CONTENT, MATERIALS OR PRODUCTS FOUND ON THIRD-PARTY WEBSITES THAT ARE ACCESSED BY A USER ON A DEVICE THAT IS USING THE SOFTWARE OR SERVICES.

12. **Limitation of Liability.**

- a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND EXCEPT FOR DAMAGES ARISING FROM CUSTOMER'S BREACH OF JAMF'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING DAMAGES FOR LOST TIME, LOST SAVINGS, LOSS OF DATA OR FOR BUSINESS INTERRUPTION UNDER ANY THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN 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 PAID BY CUSTOMER WITH RESPECT TO THE SOFTWARE AND/OR SERVICE(S) TO WHICH THEY RELATE IN THE 12-MONTH PERIOD PRECEDING ANY CLAIM. THE MONETARY LIMITATION IN THIS SECTION 12B) WILL NOT APPLY TO YOUR BREACH OF OUR INTELLECTUAL

**PROPERTY RIGHTS, THE PARTIES' THIRD-PARTY INDEMNITY OBLIGATIONS UNDER SECTION 13, CUSTOMER'S PAYMENT OBLIGATIONS OR 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 Software or Hosted Services in accordance with this Agreement infringes that third-party's Intellectual Property Rights 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 third-party claim.
- i) The defense and indemnification obligations in Section 13 a) do not apply if the third-party claim of infringement arises because of your combination of the Software with non-Jamf products or software; your modification of the Software made without our written approval; or your use of the Software or Hosted Services in violation of the terms of this Agreement.
  - ii) If the Software becomes or in our opinion is likely to become the subject of a third-party infringement claim, we will at our option and expense: (1) obtain a right for you to keep using the Software; (2) modify or replace the Software to make it non-infringing without materially reducing its functionality; or (3) terminate the Agreement and refund any prepaid but unused fees.
  - iii) Jamf's indemnification and defense obligations in Section 13 a) apply only if you provide us written notice of any claim within a reasonable time after learning of it (provided that any delay in you giving us notice will relieve us of our indemnification obligations if we are prejudiced by the delay) and allow us sole control over the defense of the claim and reasonably cooperate (at our expense) if we ask for assistance. We will not, without your prior written consent, which will not be unreasonably withheld or delayed, settle any claim that obligates you to admit any liability or pay any unreimbursed amounts to the claimant.
  - iv) This Section 13 a) states your sole and exclusive remedy and our entire obligation for any intellectual property infringement claims.
- b) Indemnification by Customer. You will defend us against any claim by a third party that (i) your provision of Customer Content, Third-party Content or Personal Data to Jamf violates that third-party's Intellectual Property Rights or privacy rights and (ii) you or your Third-party Service Provider's use of the Software and/or Services in violation of this Agreement violates any third-party Intellectual Property Rights or privacy rights, and you will indemnify and hold us harmless from and against any fines, damages and costs incurred (including reasonable attorney's fees) awarded against us by a court of competent jurisdiction or agreed to by us in a settlement resulting from such claims. Your defense and indemnification obligations in this Section 13 b) apply only if we provide you with written notice of any claim within a reasonable time after learning of it (provided that any delay in us giving you notice will relieve you of your indemnification obligations if you are prejudiced by the delay) and reasonably cooperate (at your expense) if you ask us for assistance. You will have sole control over defense of the claim. You will not, without our prior written consent, which will not be unreasonably withheld or delayed, settle any claim if the settlement obligates us to admit liability or pay any unreimbursed amounts to the claimant or will affect the Software or Services.

**14. Term, Termination and Suspension.**

- a) Term. This Agreement is effective on the earlier of the Effective Date or the date you begin using the Software and/or Services and will remain in effect for the term indicated in an Order or Quote plus any renewal term(s) (unless extended by us in our sole discretion) or otherwise terminated as permitted in this Section 14.
- b) Termination by Customer. You may terminate this Agreement or any Services at any time by giving us 30 days' written notice and by paying any outstanding fees for the Software and Services.
- c) Mutual Termination. Either Party may terminate this Agreement if the other Party fails to cure any material breach of this Agreement (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.

- d) Hosted Services Suspension. We may suspend your access to the Hosted Services if we (i) reasonably determine that your use of the Services poses a security risk to, or may adversely impact us, the Software or Services 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 Jamf, the Software or Services or other Jamf customers. We will restore your access promptly after the issue causing the suspension has been resolved. We may terminate this Agreement and/or your access to the Hosted Services 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 service availability credits available pursuant to Jamf's HSAC for any suspension period that is due to your use of the Hosted Services.
- e) Hosted Services Termination. We may immediately terminate access to the Hosted Services with notice to you (i) if our relationship with a third-party service provider that provides servers, software or other technology that we use to provide the Hosted Services terminates or requires us to change the way we provide the Hosted Services, (ii) if we believe providing the Hosted Services could create a substantial security risk for us, our Affiliates, our service providers or any other Jamf customer or (iii) in order to comply with applicable law or requests of governmental entities. We may also suspend or terminate the Services and take defensive action we consider necessary in the event of any third-party attack upon the Services that significantly affects the Services, e.g., a Distributed Denial of Service (DDoS) attack.
- f) Effect of Termination and Return of Back-up. Upon termination for any reason, you will cease using the Software and/or Services and destroy all copies of the Software and Documentation (certifying the destruction) or return them to us, as directed by us. For Hosted Services, we will provide you a copy of the most recent backup of your database that is available to us and return copies of any Third-party Content you provided to us, if you request a backup in writing within 20 days after the effective date of termination.

#### 15. **Compliance with Laws.**

- a) Each Party will comply with all local, state, federal and international laws and regulations, including Data Protection Laws, applicable to the actions contemplated by this Agreement.
- b) Each Party will comply with the U.S. Foreign Corrupt Practices Act, U.K. Bribery Act and all other applicable anti-corruption and anti-bribery laws. Neither Party will directly or indirectly offer or give anything of value for the purpose of influencing an act or decision of any government official.
- c) The Services, Software, Test Software and other technology we make available, and derivatives thereof, may be subject to export laws and regulations of the United States and other jurisdictions. Each Party represents that it is not named on any United States government denied-party list nor is a Party owned by entities or individuals named to any United States government denied-party list. You represent and warrant that will not access or use the Software, Test Software or Services in any United States-embargoed country or in breach of United States or other applicable export laws or regulations.

#### 16. **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 to the extent 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 this Section 16. 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 16. The Receiving Party acknowledges that it may receive Confidential Information from the Disclosing Party that constitutes material non-public information as defined by 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 federal and state 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 set forth in this Section 16 will cause irreparable injury and will entitle the Disclosing Party to equitable relief or other remedy by a court of competent jurisdiction. The agreements and remedies provided in this Section are in addition to and are not to be construed as a replacement for, or limited by, the rights and remedies otherwise available under applicable law.
- e) Continuing Obligations. The provisions of this Section 16 will survive for a period of three years from the effective date of termination or expiration 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.

#### 17. **Information Security and Data Processing.**

- a) At all times 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 or 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.
- b) 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 Jamf Data Processing Agreement for Customers found at <https://www.jamf.com/trust-center/legal> will govern our processing of any Personal Data.
- c) Customer represents and warrants that it will not 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 (HIPAA) or any data that is subject to the Payment Card Information Data Security Standards.

18. **United States Government Customers.** The Software and Documentation are each a “Commercial Item” as that term is 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 defined at 48 C.F.R. §27.405-3 and 27.404-2(d). If Customer is an agency of the U.S. government, Customer receives only those rights in the Software and Documentation that are granted to all other customers and Users in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to Department of Defense customers and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other U.S. government customers and their contractors. If a U.S. government customer seeks greater rights than those granted under this Agreement, then those rights will have to be expressly negotiated and agreed to in writing by the Parties as set forth in the Agreement.

#### 19. **Data Collection and Use.**

- a) Jamf may collect and use Performance and Usage Data and Customer Content to check compliance with contractual Software usage limits; monitor the performance, integrity and stability of the Hosted Services; address or prevent technical or security issues; provide support Services; and improve the Hosted Services and/or Software. We will not otherwise access, use or process Customer Content except as necessary to provide the Services.



- b) Jamf may use de-identified, anonymized and aggregated Performance and Usage Data to analyze, improve and develop the Software and/or Hosted Services, such as the detection of new security threats.
- c) Jamf and its service providers may use de-identified, anonymized and aggregated Performance and Usage Data and Customer Content during and after the term of this Agreement for any purpose so long as the data or content does not identify Customer or any individual, including Users.

## 20. **Choice of Law, Jurisdiction and Venue.**

- a) Choice of Law. This Agreement is governed by the laws of the State of Minnesota in the United States, without regard to its conflict of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded, will not apply to this Agreement. Article 2 of the Uniform Commercial Code does not apply to the Parties' relationship.
- b) Jurisdiction and Venue.
  - i) U.S. Customers. If you are located in the United States, the sole and exclusive jurisdiction and venue for actions arising under this Agreement will be the federal and state courts located in Minneapolis, Minnesota. Customer agrees to this exclusive venue, to personal jurisdiction of these courts and to service of process in accordance with their rules of civil procedure and waives any objection that this venue is not convenient.
  - ii) International Customers. If you are located outside of the United States, any dispute will be submitted to binding arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce ("**ICC Rules**") then in effect in New York, New York in the United States. Arbitration will be conducted in the English language. The Parties will choose a single commercial arbitrator with substantial experience in software licensing and contract disputes. If the Parties are unable to choose an arbitrator within 10 days after an arbitration request, then a single arbitrator will be selected in accordance with the ICC Rules. The arbitrator will have the authority to grant specific performance and to allocate between the Parties the costs and expenses of arbitration in such equitable manner as the arbitrator may determine. Application may be made to a court having jurisdiction for acceptance, entry and/or an order for enforcement of the arbitrator's award.
- c) Injunctive Relief. We may institute an action in a court of proper jurisdiction for injunctive relief at any time.

## 21. **General Provisions.**

- a) Insurance. Jamf will maintain during the term of this Agreement appropriate insurance for the Software and Services provided under this Agreement and any insurance required by applicable law. Jamf will provide you with a certificate of insurance upon your written request, no more than once annually.
- b) 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 but not limited to, labor strikes, acts of God, epidemic or pandemic, acts of civil or military authority, fires, riots, wars, embargoes, Internet disruptions or electrical or communications failures.
- c) 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's 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.
- d) Entire Agreement. This Agreement 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 SLASA prevails over any conflicting terms in an Order or Quote, and in the event of a conflict between this SLASA and an SOW, the SLASA prevails.
- e) Amendment. This Agreement may not be amended or modified unless done in a writing signed by both Parties.
- f) 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.

- g) Survival. Provisions of this Agreement which by their nature are to be performed or enforced following any termination of this Agreement will survive termination.
- h) Independence. The Parties are independent from each other. This Agreement does not create a partnership, an agency, employment, fiduciary or joint venture relationship between us for any purpose and neither Party may make commitments on the other's behalf.
- i) Notice. Any notice by Jamf to you under this Agreement will be provided by email to the email address associated with your account or by posting notice within the Software or on Jamf's website. All notices to Jamf required or permitted under this Agreement will be in writing and sent to our legal department at 100 S. Washington Ave., Suite 1100, Minneapolis, MN 55401, with a copy sent by email to [legal@jamf.com](mailto:legal@jamf.com).
- j) Assignment. We may assign this Agreement to an Affiliate or in connection with a merger or the sale of substantially all our assets.
- k) Reservation of Rights. We reserve all rights not expressly granted to you under this Agreement.
- l) Binding Effect. This Agreement is binding on and inures to the benefit of the Parties, their successors and permitted assigns.
- m) 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.
- n) Translations. If this Agreement is translated into languages other than English, only the English version will control.
- o) Headings. The headings are for convenience only and do not affect the interpretation of this Agreement.
- p) 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 THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU MUST NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE OR SERVICES. NOTWITHSTANDING THE FOREGOING, YOUR USE OF THE SOFTWARE OR SERVICES INDICATES ACCEPTANCE OF THESE TERMS. THE AGREEMENT WILL BECOME EFFECTIVE AS OF THE DATE YOU CLICK ACCEPT. WE MAY UPDATE THE AGREEMENT IN OUR DISCRETION FROM TIME TO TIME AND WE WILL MAKE UPDATES AVAILABLE TO YOU IN THE SOFTWARE. YOU WILL BE BOUND BY ANY UPDATED VERSION(S) YOU WHEN YOU CLICK AGREE.**

**AGREE**