

## Jamf Concept Projects Use Agreement

JAMF SOFTWARE, LLC (“**JAMF**” OR “**WE**”) PROVIDES ACCESS TO THE JAMF CONCEPTS (AS DEFINED BELOW) SUBJECT TO THE PROVISIONS OF THIS JAMF CONCEPT PROJECTS USE AGREEMENT (“**AGREEMENT**”). AS USED IN THE AGREEMENT, “**YOU**” REFERS TO THE PERSON OR ENTITY USING THE JAMF CONCEPT PROJECTS. YOU AND JAMF MAY BE REFERRED TO INDIVIDUALLY AS A “**PARTY**” AND COLLECTIVELY AS THE “**PARTIES.**”

YOU ACCEPT THE AGREEMENT BY (I) ACCESSING OR USING THE JAMF CONCEPT PROJECTS OR (II) ACCEPTING THE AGREEMENT WHEN PROMPTED TO DO SO BY AN APPLICATION. IF YOU ARE ACCEPTING THE AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE AUTHORITY TO BIND THAT ENTITY. IF YOU DO NOT AGREE TO THE AGREEMENT, YOU MUST NOT ACCESS OR USE THE JAMF CONCEPT PROJECTS. JAMF RESERVES THE RIGHT TO UPDATE THIS AGREEMENT AT ANY TIME BY POSTING AN UPDATED VERSION TO [HTTPS://WWW.JAMF.COM/TRUST-CENTER/LEGAL/](https://www.jamf.com/trust-center/legal/), IN ITS SOLE DISCRETION. YOUR CONTINUED USE OF JAMF CONCEPT PROJECTS FOLLOWING THE EFFECTIVE DATE OF THE UPDATES WILL CONSTITUTE YOUR ACCEPTANCE OF THOSE UPDATES.

1. **Purpose.** This Agreement sets forth the terms under which you may license and use the Jamf Concept Projects that Jamf makes available to you. If you are a current Jamf customer, your use of Jamf Software (as defined below) is governed by the Software License and Services Agreement or other negotiated license agreement with Jamf.
2. **Definitions.**
  - a) “**Documentation**” means the documentation, descriptions, and specifications for the Jamf Concept Projects that Jamf makes available to you.
  - b) “**Feedback**” means suggestions, ideas, proposals, recommendations, requests, and other feedback about Jamf Concept Projects that you provide to us.
  - c) “**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.
  - d) “**Jamf Concept Projects**” means Jamf-created utilities, scripts, automated workflows, code, functionalities, and similar technologies designed to work with the Software that Jamf makes available to you.
  - e) “**Software**” means Jamf’s proprietary software that Jamf licenses to end customers.
3. **License.**
  - a) License Grant. Subject to the terms of this Agreement, Jamf grants you a limited, non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right to access and use Jamf Concept Projects solely for your internal purposes and in connection with your use of Jamf Software, including for the limited purpose of evaluating Jamf Software.
  - b) Third-party Software. The Jamf Concept Projects may use or include open-source and third-party software. Your use of that software and the Jamf Concept Projects is subject to any applicable third-party or open-source licenses as set forth within the Documentation. 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 Jamf Concepts Projects 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.

- c) **Availability.** We make no guarantees with respect to the availability or uptime of any Jamf Concept Projects. We may conduct maintenance on them and stop providing Jamf Concept Projects at any time with or without notice to you.
  - d) **Collection and Use of Information.** We may collect certain information through the Jamf Concept Projects and use tools to track, compile, and analyze data or information resulting from the use of Jamf Concept Projects.
4. **Support.** You will report any errors or difficulties you find with Jamf Concept Projects to us. We are not obligated to provide any support for Jamf Concepts or correct any errors you report. We may determine, in our sole discretion, to assist you or make corrections.
5. **Use Restrictions.** You will not use Jamf Concept Projects for any purpose beyond the scope of the licenses and permissions granted in this Agreement. Specifically, you will not at any time, nor will you permit others to:
- a) Copy, modify, or create derivative works of the Jamf Concept Projects;
  - b) Rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make the Jamf Concept Projects available;
  - c) Reverse engineer or otherwise attempt to derive source code, trade secrets, or know-how of the Jamf Concept Projects;
  - d) Remove any proprietary notices from the Jamf Concept Projects;
  - e) Use the Jamf Concept Projects in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or any other right of any third party;
  - f) Combine the Jamf Concept Projects with any software, technology, services, or materials not authorized by us; or
  - g) Use the Jamf Concept Projects on a stand-alone basis, or with third-party software or technologies, unless approved by Jamf in a separate writing, or provide the Jamf Concept Projects to any known competitors of Jamf.
6. **Your Responsibilities and Representations.**
- a) You represent that you are a current or prospective Jamf customer.
  - b) You will use the Jamf Concept Projects only in accordance with the Documentation and this Agreement.
  - c) You are responsible for all uses of the Jamf Concept Projects.
  - d) You will implement reasonable safeguards to prevent unauthorized access to or unauthorized use of the Jamf Concept Projects. You are solely responsible for all activities conducted under your account(s).
7. **Ownership.** Jamf and/or its licensors will own and retain all right, title, and interest in and to the Intellectual Property Rights in the Jamf Concept Projects. You do not acquire any other rights, express or implied, in the Jamf Concept Projects.

8. **Optional Feedback.** You may provide us Feedback about Jamf Concept Projects. If you provide us Feedback, we may use it without restriction and you irrevocably assign us all right, title, and interest in and to that Feedback. Providing Feedback to Jamf does not grant Jamf any rights in your confidential information or Intellectual Property Rights.
9. **Disclaimer.** WE PROVIDE THE JAMF CONCEPT PROJECTS “AS IS” AND MAKE NO WARRANTIES REGARDING THE JAMF CONCEPT PROJECTS. NO ORAL INFORMATION OR ADVICE GIVEN BY US WILL CREATE A WARRANTY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT AGAINST ALL INTERFERENCE WITH YOUR ENJOYMENT OF THE JAMF CONCEPT PROJECTS, THAT THE FUNCTIONS CONTAINED IN THE JAMF CONCEPT PROJECTS WILL MEET YOUR REQUIREMENTS, THAT THE JAMF CONCEPT PROJECTS WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT WE WILL CORRECT ANY OR ALL DEFECTS IN THEM. JAMF MAKES NO GUARANTEES WITH RESPECT TO THE AVAILABILITY OR UPTIME OF ANY JAMF CONCEPT PROJECTS OR THAT THEY WILL BE COMPATIBLE WITH FUTURE VERSIONS OF THE SOFTWARE. JAMF MAY CONDUCT MAINTENANCE ON OR STOP PROVIDING ANY OF THE JAMF CONCEPT PROJECTS AT ANY TIME WITH OR WITHOUT NOTICE TO YOU. JAMF MAY CHANGE THE METHOD OF ACCESS TO THE JAMF CONCEPT PROJECTS AT ANY TIME.
10. **Limitation of Liability.** IT IS UNDERSTOOD THAT THE JAMF CONCEPT PROJECTS ARE PROVIDED WITHOUT CHARGE, AND ACCORDINGLY, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL JAMF BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION), WHATSOEVER UNDER THIS AGREEMENT UNDER ANY THEORY OF LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. FURTHER, IN NO EVENT WILL JAMF’S TOTAL LIABILITY TO YOU FOR DAMAGES UNDER THIS AGREEMENT OR RELATED TO YOUR USE OF THE JAMF CONCEPT PROJECTS EXCEED \$100.00.
11. **Term and Termination.** The term of this Agreement will begin on the date on which you first access or use Jamf Concept Projects or you indicate your acceptance of this Agreement. It will continue until terminated in accordance with this Section 11. Jamf reserves the right to terminate this Agreement or suspend your access to Jamf Concept Projects at any time and with no liability to you, for any or no reason, with or without notice to you. Any termination of this Agreement will also immediately terminate the licenses Jamf granted to you under it. Upon termination, you must immediately cease use of the Jamf Concept Projects and will destroy or render practically inaccessible any copies of Jamf Concept Projects.
12. **Compliance with Laws.**
  - a) **General.** Each Party will comply with all laws applicable to its actions under these Terms.
  - b) **Export Regulations.** The Jamf Concept Projects and other technology Jamf makes available, and derivatives thereof, may be subject to export laws and regulations of the United States and other jurisdictions. Each Party represents it will comply with all applicable export laws and 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 agree that you will not access or use the Jamf Concepts in any United States embargoed country or in breach of United States export laws or regulations.
13. **Choice of Law, Venue, Jurisdiction, and Injunctive Relief.** This Agreement is governed by the laws of the State of Minnesota in the United States of America, without regard to its conflict of laws provisions. The sole and exclusive jurisdiction and venue for actions arising under this Agreement will be the federal and state courts located in Minneapolis, Minnesota. The Parties waive any argument that such courts are inconvenient or otherwise inappropriate to resolve such conflicts. We may institute an action in a court of proper jurisdiction for injunctive relief at any time.

BY ACCESSING AND USING THE JAMF CONCEPT PROJECTS OR ACCEPTING THE AGREEMENT WHEN PROMPTED TO DO SO BY AN APPLICATION, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THIS AGREEMENT, YOU MUST NOT ACCESS OR USE THE JAMF CONCEPT PROJECTS. YOUR USE OF THE JAMF CONCEPT PROJECTS INDICATES YOUR ACCEPTANCE OF THESE TERMS. WE MAY UPDATE THE AGREEMENT IN OUR DISCRETION FROM TIME TO TIME AND WE WILL POST NOTICE OF ANY CHANGES AT [HTTPS://WWW.JAMF.COM/TRUST-CENTER/LEGAL/](https://www.jamf.com/trust-center/legal/). YOU WILL BE BOUND BY ANY UPDATED VERSIONS AFTER THE EFFECTIVE DATE POSTED.