SOFTWARE LICENSE AND SERVICES AGREEMENT

This Software License and Services agreement is made and entered into is made as of the **Effective Date** (defined below) between JAMF Software, LLC, ("**Jamf**") a Minnesota limited liability company, having its principal place of business at 100 Washington Avenue South, Suite 1100, Minneapolis, MN 55401 and the organization identified below ("**Customer**"), (each a "**Party**" and collectively the "**Parties**"). This Software License and Services Agreement, along with any subsequent amendments or Orders, is referred to as the "**Agreement**."

1.   **Definitions**. The following defined terms are used in this Agreement, together with other terms defined herein.

a)   "**Affiliate**" means any entity which is owned more than 50% by a Party, over which a Party exercises management control, which is under common control with a Party, or which owns more than 50% of a Party's voting securities.

b)   "**Components**" are 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 ("**API**") and may be provided to Customer by Jamf and/or subject to additional fees or terms.

c)   "**Customer Content**" means any and all information entered into the Jamf Pro server by Customer. Customer Content may include information relating to an identified or identifiable natural person. Customer Content does not include Customer's third-party software deployed for use with JCDS ("**Third-party Content**").

d)   "**Device**" means an Apple iOS, macOS or tvOS device.

e)   "**Documentation**" means Jamf's definitive technical specifications and user guides, in any form, that explain the capabilities of the Software and instructions for using the Software as updated from time to time found at http://docs.jamf.com.

f)   "**Hosted Services**" means Customer's access to an instance of the Software on a software as a service basis, located in selected regional data centers and made available for Customer's use. It may also include JCDS on servers located in selected regional data centers.

g)   "**Intellectual Property Rights**" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world.

h)   "**Jamf Cloud Distribution Service**" means an optional hosted distribution point on servers made available by Jamf to customers to deploy customers' Third-Party Content to their Managed Devices ("**JCDS**").

i)   "**Jamf Nation**" is an account based online community with resources available to Jamf customers, including Jamf's secured customer support portal, Jamf's knowledge base articles, Documentation and other technical resources, and, the ability to purchase products or services from Jamf.

j) "**JumpStart**" means onsite or remote services during which a Jamf certified engineer assists Customer with the installation and/or configuration of the Software and instruction on the use of the Software and/or Hosted Services.

k) "**Managed Device**" means a Device managed by the Customer's instance of the Software.

l) "**On-Premise**" means an instance of the Software deployed in Customer's or its Third-party Service Provider's environment utilizing Customer's or its Third-party Service Provider's hardware.

m) "**Order**" means a purchase order, schedule or other ordering document issued by Customer indicating a promise to pay and acceptance of the then current Quote. All Orders are subject to this Agreement and any additional or inconsistent terms included on an Order are not binding on Jamf and Jamf expressly rejects them.

n) "**Premium Services**" means Jamf's optional professional services program for onsite or remote services provided by a Jamf professional services engineer or a Jamf certified integrator as further described at www.jamf.com/services/premium-services/.

o) "**Premium Support**" means Jamf's optional premium technical support program, which includes enhanced support availability and access to dedicated support specialists as further described at www.jamf.com/support/jamf-pro/.

p) "**Push Certificate**" means a certificate that establishes a trusted connection between Apple and Customer's Apple devices. Apple's Push Notification service ("**APNs**") sends Customer's Apple devices a silent notification that enables the devices to communicate with the Software. Apple requires the Push Certificate to be renewed periodically.

q) "**Quote**" means the system-generated offer from Jamf that identifies the Software and/or Services to be ordered by Customer and the Subscription and/or Services term and applicable fees.

r) "**Services**" means, collectively, Hosted Services, JumpStart Services, Support and Maintenance, Premium Support, Premium Services, Training Services and/or other professional services. Services do not include custom development work.

s) "**Software**" means Jamf's proprietary mobile device management software ("**Jamf Pro**") identified in the Order, including the Jamf Pro server module that contains the licensed Software, together with modifications, updates and new versions provided by Jamf ("**Updates**"). Software and Updates do not include Components or other Jamf products having substantially enhanced or different functionalities, requiring a separate license, or not described herein. Software does not include Test Software.

t) "**Statement of Work**" ("**SOW**") means a description of JumpStart or Premium Services or other Services provided to Customer that includes the purpose, scope, and Customer's requirements.

u) "**Support and Maintenance**" means access to Jamf's standard technical support resources, as further described at www.jamf.com/support/jamf-pro/, and Software Updates.

v) "**Test Software**" means an instance of the Software provided to Customer On-Premise or as Hosted Services for a limited term either for (i) trial or evaluation or similar purpose, or (ii) testing a version of the Software not yet widely released, such as a beta, preview, or release candidate.

w) "**Third-party Service Provider**" means a third-party service provider or contractor that performs outsourced IT services for Customer's benefit solely to support Customer's internal business operations.

x) "**Training Services**" means any of the optional certification courses offered by Jamf and/or private onsite training as further described at www.jamf.com/training/.

y) "**True-up**" means the process of determining the actual number and type of Managed Devices.   Customer can create a True-up summary report available in Customer's instance of the Software and transmit it to Jamf and/or Jamf may monitor the actual number of Managed Devices.

2.   **Software License**. Subject to the terms and conditions of this Agreement, Jamf grants Customer a non-exclusive, non-sublicensable, non-transferable license to: access and use the Hosted Services' and/or use the Software On-Premise in object code form only. In either case, such grant is for Customer's internal business purposes only and for the number of Devices and term specified in the applicable Order (the "**Subscription**"). Customer may (a) use only one instance of the Software in a production environment, (b) create a reasonable number of instances of the Software in non-production environments, but solely to support Customer's internal business purposes, and (c) make a reasonable number of copies of the Software for archival and back-up purposes and a reasonable number of copies of the Documentation for internal business use only. Notwithstanding the foregoing, Customer may sublicense it's On Premise instance to its Third-party Service Provider. Test Software may only be used for the term and purpose authorized by Jamf, is provided "AS IS" without warranty of any kind and Jamf disclaims all warranties, indemnities and all other liabilities. Test Software is for non-production use only, is not eligible for Support, and Customer's use of Test Software may be terminated upon notice by Jamf.

3.   **Services**.   This Agreement will govern the provision of all Services. Jamf shall ensure that all personnel performing Services are properly trained and supervised. Any Services performed on Customer's premises ("**Onsite Services**") will be described in an applicable SOW and Customer may remove any of Jamf's personnel if Customer concludes, in its reasonable judgment, that such personnel are unqualified, incompetent, or present a security risk to Customer. Jamf will not have access to Customer's systems or any unescorted access to Customer's premises, unless agreed in writing by the Parties. Customer acknowledges that Jamf is not performing creative work or custom software development in connection with any of the Services. Any creative work or custom development work will be performed pursuant to a separate written agreement.

a) Hosted Services. Access to the Hosted Services and the JCDS (as applicable) is available 24 hours a day, 7 days a week with the exception of 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 operational at all times. Jamf will use commercially reasonable efforts to schedule maintenance during non-peak usage hours and provide advance notice. Jamf's Hosted Services Availability Commitment, scheduled   maintenance,   up-time,   and   data   restoration   information   is   available   at www.jamf.com/resources/product-documentation/hosted-services-availability-commitment/, which may be

amended from time to time with notice to Customer. This section only applies if Customer is purchasing Hosted Services and/or JCDS

4.   **Payment Terms**. Unless otherwise stated in the relevant Order, all invoices shall be due and payable net 30 days from the date of invoice. Customer shall pay fees and applicable taxes for the Software and/or Services as set forth on the applicable Order. If Customer is purchasing from a Jamf authorized reseller, payment terms are determined by Customer and the reseller.

5.   **Permitted Use by Affiliates and Third-party Service Providers**. Customer may use its instance of the Software and/or Services for the benefit of its Affiliates to the extent Customer is permitted to use the Software under this Agreement. An Affiliate may license the Software or purchase Services under this Agreement upon written approval by Jamf. Requests by Affiliates to opt-in should be emailed to legal@jamf.com. Customer may authorize one or more Third-party Service Providers to access and use the Software to the extent of Customer's permitted use under this Agreement, but solely on Customer's behalf and solely to support Customer's internal business operations. These authorizations may be revoked by Jamf, if Customer, its personnel, Affiliates or Third-party Service Providers violate the terms and conditions of this Agreement. Customer is responsible for the full compliance of all provisions of this Agreement applicable to Customer by its Affiliates, their personnel, and any Third-party Service Providers and their personnel.

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

   a)   Customer must provide, at its expense, as applicable, such (i) internal network, hardware, mobile devices, software applications, current operating systems and supported web browsers, and (ii) broadband, cellular or Internet service, all as sufficient or necessary to access and use the Software and Services. In the event Jamf changes applicable technical requirements (which it may at its sole discretion), such changes will be communicated in advance to Customer.

   b)   The number of Managed Devices may be increased by Customer at any time. Customer will cooperate with Jamf in the True-up procedures (as defined above) upon Jamf's request. Fees for additional Managed Devices added during an Order term or identified in the True-up procedure will be paid at Jamf's then-current rates, unless specified otherwise in the applicable Quote (through the end of the Order term).

   c)   Customer will provide written acknowledgement of receipt or delivery of the Software or any Service in a format reasonably requested by Jamf. If no such acknowledgement is requested or provided, all Software and/or Services are deemed accepted upon delivery.

   d)   Customer shall comply with all requirements imposed by Apple, Inc. and all other software vendors related to registration of software and/or requirements concerning Push Certificates, on Customer's systems or on Managed Devices.

   e)   Customer is responsible for maintaining the confidentiality of the password(s) established by Customer and ensuring that they are not shared or otherwise disclosed. Customer is solely responsible for any and all activities conducted under the Customer user names.

   f)   Customer will, implement reasonable safeguards to prevent unauthorized access to or unauthorized use of the Software, Hosted Services and/or Test Software, and use the Software and/or Test Software only in accordance with the Documentation and this Agreement. The Software and Test Software contain the Confidential

Information (defined below) and trade secrets of Jamf and any breach of this provision is the misappropriation of a trade secret.

g) The Customer represents and warrants that it, or its licensors (a) is the owner of or has the rights to use or license the Customer Content and that it has the necessary permissions and authority to provide the Customer Content to Jamf and grant Jamf the rights to use the Customer Content to perform its obligations under this Agreement; and (b) that if it is using JCDS, it is legally permitted to grant Jamf the right to make a copy of any Third-Party Content that Customer provides to Jamf for JCDS deployment and Customer is in compliance with all such third-party software licenses.

7. **Restrictions on Use of Software**. Customer shall not, except as provided in this Agreement, (a) copy, reproduce, distribute, transfer, rent, lend, loan, lease or sublicense any portion of the Software, (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 reduce the Software to a human-perceivable form (except and solely to the extent expressly permitted by applicable law), (e) disclose or provide proprietary information regarding the Software to any third-party not authorized under this Agreement to use the Software on Customer's behalf, without Jamf's prior written consent, (f) externally provide, disclose or publish performance or evaluation results regarding the Software without Jamf's prior written consent, (g) alter or remove any proprietary notices or legends contained on or in the Software or Documentation, (h) use access to the Software to develop products, systems or services similar to or competitive with the Software, (i) upload any files or Third-party Content to the Hosted Services or the JCDS that contain viruses or harmful computer code or violates any intellectual property or proprietary rights of others, (j) 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, (k) 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, (l) attempt to obtain access to any Jamf hardware, programs or data beyond the scope of the permitted access granted by Jamf, and (m) continue to access or use the Software and/or Hosted Services after Customer's access or authorization has been terminated or suspended or the Subscription has expired.

8. **Intellectual Property Ownership**. Customer owns all rights in Customer Content, including intellectual property rights. The Software, Test Software and Services contain proprietary and copyright protected material and trade secrets and other intellectual property rights, which are exclusively owned by Jamf, its Affiliates or Jamf's licensors. Customer obtains no rights, title, or interest of Jamf, its Affiliates or Jamf's licensors in and to the Software, Test Software and or Services, including any patents, copyrights, trade secrets, and any other intellectual and industrial property rights. Customer will not take, during or after the termination of this Agreement, any action inconsistent with such exclusive ownership. Customer is not obligated to provide Jamf any suggestions, recommendations, ideas, suggestions, or feedback about the Software, Test Software or Services ("Feedback") to Jamf. To the extent any Feedback is provided to Jamf by Customer (or Customer's Third-party Service Providers), Customer assigns any ownership rights of such Feedback to Jamf.

9. **Warranties**. Jamf represents and warrants to Customer that the (a) Software and Services substantially conform to the description thereof in the Documentation, (b) Services shall be performed in a professional and workman-like manner, consistent with industry standards, and (c) Software and Services are provided free of viruses, malware or other malicious or destructive programs or features.

10.   **Disclaimers**. Except as set forth in Section 9, Jamf makes no warranties regarding the Software or Services. No oral information or advice given by Jamf or a Jamf authorized representative will create a warranty. <u>Jamf disclaims all implied warranties, including without limitation, any warranties of merchantability and fitness for a particular purpose</u>. Jamf does not warrant against all interference with Customer's enjoyment of the Software or Services, that the functions contained therein will meet Customer's requirements, that the operation thereof will be uninterrupted or error-free, or that defects therein will be corrected. Jamf's patch management functionality contains information created and maintained by a variety of external sources that Jamf does not control or monitor and Jamf makes no guarantees whatsoever regarding the accuracy of the information contained in those external sources. Further, Jamf disclaims all liability for any damages or loss related to Customer's use of the patch management functionality or reliance on any information available therein. These warranties are void if the Software and/or a Service is, modified, combined with other product or services, or used other than as provided in the Documentation or as expressly approved by Jamf in writing. Any claim made under any warranty shall be made within one year of the transaction or occurrence giving rise to such warranty.

11.   **Limitations of Liability**. In no event will either Party or its successors or assigns be liable for incidental, special, indirect, consequential, or punitive damages whatsoever, including, without limitation, damages for loss of profits, lost time, lost savings, loss of data or for business interruption arising out of or related to this Agreement or Customer's use of or inability to use the Software and/or Services. Customer's sole remedy and Jamf's sole liability for Jamf's breach of Section 9(a) or 9(b) shall be to replace the Software and/or re-perform the Service. In no event, will either Party's total liability to the other Party for damages (other than as may be required by applicable law) exceed the amount of money paid with respect to the Software and/or Services to which they relate in the twelve (12) month period preceding any claim, except for Customer's breach of Section 6(f) or 16(c) or the Parties' third-party indemnity obligations under Section 12.

12.   **Third-party Indemnification**. A Party, including its successors and assigns, will indemnify, hold harmless and defend the other Party, its agents, officers, directors, employees, affiliates, successors, and assigns from and against any damage, or liability, including reasonable costs and attorney's fees asserted by third parties ("**Claim**"). In the case of Jamf indemnifying Customer, a Claim alleging that Customer's use or possession of the Software in accordance with this Agreement infringes a third-party's intellectual property rights. In the case of Customer indemnifying Jamf, a Claim that (i) Customer's use of the Software and or Services violated any third-party intellectual property or privacy right, (ii) Customer or its Third-party Service Provider's use of the Software and/or Services in violation of this Agreement, or, (iii) Customer violated Section 16(c) of this Agreement. A Party's indemnification obligations pursuant to this Section 12 are conditioned upon receipt of prompt written notice of the Claim from the Party seeking indemnification. A Party seeking indemnification shall also provide reasonable cooperation in the defense and settlement of any such Claim and take no action prejudicial to such defense and settlement.

13.   **Term, Termination and Suspension**.

a) <u>Term.</u> This Agreement is effective on the earlier of the Effective Date or the date the Customer begins using the Software and/or Services and shall remain in effect until the expiration of the applicable Order (unless extended by Jamf in its sole discretion) or otherwise terminated hereunder.

b) <u>Termination.</u> Customer may terminate this Agreement, the Subscription and/or Services at any time by giving Jamf thirty (30) days' written notice and by paying any outstanding fees for the Subscription and Services, destroying all copies of the Software and ceasing to use the Software and Services. Jamf may terminate this

Agreement, the Subscription and/or Services, if Customer fails to pay applicable fees when due, or otherwise breaches the Agreement and fails to cure any such breach within ten (10) days of receiving written notice from Jamf. Jamf may immediately terminate this Agreement, the Subscription and/or Services if Customer has ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of Customer's assets, or becomes the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding. Upon termination, Customer shall cease using the Software and/or Services and destroy all copies of the Software and Documentation (certifying to such destruction) or return them to Jamf, as directed by Jamf.

c) <u>Suspension of Hosted Services</u>. Notwithstanding the above, Jamf may suspend access to the Hosted Services immediately upon notice to Customer if Jamf determines that Customer's use of the Hosted Services (i) poses a security risk to the Hosted Services or any third party, (ii) may adversely impact the Hosted Services or the systems or data of any other customer, or (iii) may subject Jamf, its affiliates, or any third party to liability. Jamf may terminate this Agreement, the Subscription and/or Services, if Customer fails to cure within thirty (30) days of the suspension notice. Customer remains responsible for payment under any Order and Customer will not be entitled to any service availability credits available pursuant to Jamf's service level commitment for any period of suspension.

d) <u>Termination of Hosted Services</u>. Jamf may immediately terminate access to the Hosted Services (i) if Jamf's relationship with a third-party service provider who provides servers, software or other technology that Jamf uses to provide the Hosted Services terminates or requires Jamf to change the way Jamf provides the Hosted Services, (ii) if Jamf believes providing the Hosted Services could create a substantial security risk for Jamf or any third party, or (iii) in order to comply with applicable law or requests of governmental entities.

e) <u>Return of Back-up</u>. Jamf will provide Customer a copy of the most recent backup of Customer's database that is available to Jamf and return copies of any Third-party Content that was provided to Jamf by Customer, if Customer requests a backup in writing thirty (30) days prior to termination.

14.   **Notice**. All notices required or permitted under this Agreement shall be in writing and delivered to the attention of a Party's legal department at the address set forth above, either personally or via express or certified mail.

15.   **Force Majeure**. Neither Party will be liable for damages for any delay or failure in performance or delivery arising out of causes beyond its reasonable control, including but not limited to, labor strikes, acts of God, acts of civil or military authority, fires, riots, wars, embargoes, Internet disruptions, or electrical or communications failures.

16.   **Compliance with Laws; Export Control**.

a) Each Party will comply with all laws applicable to the actions contemplated by this Agreement.

b) The United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded, will not apply.

c) The Services, Software, Test Software 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 that it is not named on any United States government denied-party list. Customer agrees that it

shall not access or use the Software, Test Software or Services in any United States embargoed country or in breach of United States export laws or regulations.

17.   Confidentiality. In connection with the performance of the Parties' obligations under this Agreement, either Party may provide information it considers proprietary or confidential to the other Party. "**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, and, specifically includes, but is not limited to, Software, Test Software and Customer Content. Confidential Information excludes information that (a) lawfully is or becomes part of the public domain through no act or omission of the receiving Party, (b) comes into a Party's lawful possession without restriction on disclosure, or (c) is independently created by a Party without use of or reliance on the other Party's Confidential Information. Each Party agrees that it shall protect the other Party's Confidential Information by using the same degree of care it uses to protect its own Confidential Information (but no less than a reasonable degree of care). Neither Party will use Confidential Information or divulge it to a third party, except as allowed or required to perform a Party's obligations under this Agreement or as allowed under this Agreement. For avoidance of doubt, Customer may disclose Jamf Confidential Information to Customer's Affiliates, to the extent reasonably necessary for a Customer Affiliate to use the Software as authorized under this Agreement. The Parties' confidentiality obligations under this Section 17 shall continue for three (3) years from the termination (for any reason) of this Agreement, except with respect to trade secrets for which the obligations shall continue so long as the Confidential Information legally remains a trade secret.

18.   **Government End Users**. The Software, Test Software, and Documentation are "Commercial Computer Software" and "Commercial Computer Software Documentation" as those terms are defined at 48 C.F.R. § 2.101(b). Customer's rights in the Software, Test Software, and Documentation are governed solely by the terms and conditions of this Agreement.

19.   **Uniform Computer Information Transaction Act ("UCITA")**. The UCITA or any version thereof adopted by any state in any form will not apply to this Agreement and to the extent that UCITA is applicable, the Parties agree to opt out of the applicability of UCITA pursuant to the opt out provision(s) contained therein.

20.   **Third-party Acknowledgements**. Portions of the Software and/or Services may utilize or include open source and third-party software and other copyrighted material. Such software and Customer's use of the Software and/or Services is subject to any applicable third-party licenses as set forth on the Jamf Pro server. The terms and conditions of such third-party licenses shall govern Customer's use thereof.

21.   **Data Collection**. Jamf and its service providers may collect and use statistical, usage, configuration and performance data of the Hosted Services and/or Software (collectively, "Performance and Usage Data") and Customer Content to 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. Jamf will not otherwise access, use or process Customer Content except as necessary to provide the Services. During and after the term of this Agreement, Jamf and its service providers may use and disclose Performance and Usage Data and Customer Content for any purpose, provided that such Performance and Usage Data and Customer Content have first been de-identified, such that the data or content (as applicable) does not identify Customer or any individual, including, without limitation, a Customer employee or end user. Jamf and its service providers implement and maintain appropriate administrative, physical and technical safeguards designed to protect Customer Content against anticipated threats to its security, confidentiality, or integrity.

22.   **Choice of Law, Jurisdiction and Venue**. 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.

   a) U.S. Customers. If Customer is located in the United States of America, 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, to process of service in accordance with their rules of civil procedure and waives any objection that this venue is not convenient.

   b) International Customers. If Customer is located outside of the United States of America, any dispute shall 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 of America. 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 ten (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. Jamf may institute an action in a court of proper jurisdiction for injunctive relief at any time.

23.   **Privacy Policy**. We will not use Customer Content except as described in this Agreement or as set forth in our Privacy Policy appearing on our website at https://www.jamf.com/privacy-policy/ ("**Jamf's Privacy Policy**"), as the same may be changed from time to time. Jamf's Privacy Policy will apply to all other information provided to Jamf by Customer.

24.   **Miscellaneous**. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior understandings regarding such subject matter, whether written or oral. No amendment or modification to the provisions of this Agreement will be binding unless in writing and signed both Parties. Any waiver by a Party 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. Provisions of this Agreement which by their nature are to be performed or enforced following any termination of this Agreement shall survive such termination. Jamf may assign this Agreement to an Affiliate or in connection with a merger or the sale of substantially all of Jamf's assets. This Agreement will be binding upon and inure to the benefit of the Parties, their successors and permitted assigns. If this Agreement is translated into languages other than English, the English version will control. This Agreement may be executed in counterparts, which together constitute one binding agreement. Jamf reserves all rights not expressly granted to Customer under this Agreement.

25.   **Authority of Signatories**. Each Party signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute this Agreement.

26.   **Effective Date**. This Agreement will become effective as of the last signature date.

JAMF Software, LLC

Signature:

Name:

Title:

Date:

Jamf Internal Account Reference:

Company: City of Saint Paul, Police Department

Signature: _____

Name: Kathleen, A. Wuorinen

Title: Assistant Chief of Police

Date:

Full Company Legal Name: City of Saint Paul

Type of Legal Entity: Municipal Corporation

Street Address: 367 Grove Street, Saint Paul, MN 55101