

EDUCATION CUSTOMER ADDENDUM TO SOFTWARE LICENSE AND SERVICES AGREEMENT

JAMF Software, LLC (“**Jamf**”) recognizes that certain public education institutions (collectively, “**Education Institutions**”) are subject to laws, rules and regulations that may restrict them from agreeing to certain contractual terms in contracts with private businesses. This Education Customer Addendum (this “**Addendum**”) is an addendum to the Software License and Services Agreement (the “**Agreement**”) between Jamf and Customer, the Education Institution identified below. Customer represents and warrants that it is an Education Institution. This Addendum amends the Agreement as set forth herein. Terms used but not defined herein have the meaning given to them in the Agreement.

1. Section 1 d) (Data Protection Laws definition) is replaced with the following:

“**Data Protection Laws**” means applicable domestic and foreign laws, rules, directives and regulations, on any local, provincial, state, federal or national level, pertaining to government data protection, student and education data privacy, data security and/or the protection of Personal Information in effect as of the date of this Agreement, including but not limited to, Regulation (EU) 2016/679, General Data Protection Regulation (“**GDPR**”).

2. Section 5 (Payment Terms) is replaced with the following:

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, including for Excess Use. If Customer is purchasing from a Jamf authorized reseller, payment terms are determined by Customer and the reseller.

If Customer is a tax-exempt entity that is exempt from applicable taxes, Customer will provide Jamf with a copy of Customer’s tax-exempt certificate by the Effective Date. Provided Jamf has received the tax-exempt certificate from Customer, Jamf will not invoice, nor will Customer pay for any such applicable taxes. Customer will promptly notify Jamf of any changes in Customer’s tax-exempt status.

3. Section 13 (Third-party Indemnification) is intentionally omitted from the Agreement.

4. Section 17 (Compliance with Laws; Export Control) is revised so that subsection a) is replaced with the following:

- a) Each Party will comply with all laws applicable to the actions contemplated by this Agreement, specifically including all Data Protection Laws applicable in the jurisdiction of Customer’s principal place of business to the extent applicable to Jamf’s Services.

5. Section 18 (Confidentiality) is deleted in its entirety and replaced with:

Confidentiality.

- a) 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 or that meets the definitions of confidential, trade secret or similar information under applicable state open records or data practices laws. Confidential Information specifically includes, but is not limited to, Software, Test Software and Customer Content. 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 or (iii) 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. It is understood that Customer’s obligations under this Section 18 a) are subject to any applicable disclosure obligations it has under applicable state open records or data practices laws. 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 18 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.

b) Neither Party will publicly use or refer to the other Party's name, trademarks, service marks or logos in any advertising, marketing materials, business development activities, press releases, websites, social media or other publicity-related matter, without the prior written consent of the other Party.

6. Section 24 (Choice of Law, Jurisdiction and Venue) is revised to replace in its entirety the existing text of the Section with the following:

Choice of Law and Injunctive Relief. This Agreement is governed by the laws of the jurisdiction of Customer's principal business address set forth in the signature block below, without regard to its conflict of laws provisions. Customer acknowledges that any breach by it of this Agreement may cause immediate and irreparable harm to Jamf. Therefore, Jamf may institute an action in a court of proper jurisdiction for injunctive relief at any time without proof of actual damages and without the necessity of securing or posting any bond in connection with such remedy.

7. This Addendum will be binding upon and inure to the benefit of the Parties, their successors and permitted assigns.

8. If any conflicts exist between the Agreement and this Addendum, this Addendum shall prevail. With the exception of any conflicts and revisions amended herein, the Agreement shall remain unchanged and in full force and effect.

9. This Addendum will become effective as of the last signature date below.

JAMF Software, LLC

Signature: _____

Name: _____

Title: _____

Date: _____

Jamf Internal Account Reference:

Customer

Name of Educational Institution:

Address: _____

Signature: _____

Name: _____

Title: _____

Date: _____