

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 or other license 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 in this Addendum have the meaning given to them in the Agreement.

1. Section 2 b) (Confidential Information definition) is replaced with the following:

"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, information that meets the definitions of confidential, trade secret or similar information under applicable state open records or data practices laws, 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.

2. Section 2 d) (Data Protection Laws definition) is replaced with the following:

"Data Protection Laws" means all applicable government data protection, student and education data privacy, 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**").

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

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.

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

4. Section 13 (Third-party Indemnification) is intentionally omitted from the Agreement.
5. Section 20 (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.

6. Section 21 c) (Publicity) is replaced with the following:

Publicity. 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.

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 will prevail. Apart from any conflicts and revisions in this Addendum, the Agreement remains unchanged and in full force and effect.
9. This Addendum will become effective as of the last signature date below.

JAMF Software, LLC Signed by:



Signature: _____
69B2C6B5F420480...

Name: Shawn Abbas

Title: VP, Finance

Date: 11/22/2021

100 Washington Ave. S.
Suite 1100
Minneapolis, MN 55401
USA

Customer

Name of Educational Institution:

Scottsdale Unified School District

Address: 8500 E. Jackrabbit Rd.

Scottsdale, AZ 85250

Signature: *Scott A Menzel*

Name: Dr. Scott A. Menzel

Title: Superintendent

Date: 7/14/22 10:41 MST