

## JFROG SUBSCRIPTION AGREEMENT – CLOUD MONTHLY

Last Updated: March 26, 2026

This JFrog Subscription Agreement – Cloud Monthly (this “**Agreement**”) made by and between the applicable JFrog Contracting Entity specified in section 12(h) (JFrog Contracting Entity; Governing Law and Jurisdiction) (“**JFrog**”) and you (“**Customer**”). JFrog and Customer may be referred to in this Agreement, individually, as a “**Party**” and collectively, as the “**Parties**”. THIS AGREEMENT TAKES EFFECT WHEN CUSTOMER CLICKS THE “I ACCEPT” OR SIMILAR BUTTON OR BY ACCESSING OR USING THE JFROG PLATFORM (“**EFFECTIVE DATE**”). CUSTOMER AGREES THAT IT IS LEGALLY BOUND BY THESE TERMS. IF CUSTOMER DOES NOT AGREE TO THESE TERMS OR IF CUSTOMER IS A COMPETITOR OF JFROG (OR A PERSON ACTING ON BEHALF OF A COMPETITOR), PLEASE SELECT THE “I DECLINE” OR SIMILAR BUTTON AND DO NOT ACCESS OR USE THE JFROG PLATFORM. BY CONTINUING TO USE THE JFROG PLATFORM, CUSTOMER AGREES TO THE UPDATED TERMS AND CONDITIONS AS POSTED AT: <https://jfrog.com/cloud-terms-and-conditions/monthly/>.

### **1. ACCESS AND USE OF JFROG PLATFORM.**

(a) **JFrog Platform.** JFrog provides a proprietary end-to-end software supply chain management platform managed and hosted by JFrog for the management, scanning, and distribution of Customer Artifacts, and any other JFrog software or features, hosted and managed either by JFrog or by Customer, as applicable to Customer’s Subscription (“**JFrog Platform**”). JFrog will use commercially reasonable efforts to make the JFrog Platform available in accordance with this Agreement. Certain monthly subscriptions (“**Subscriptions**”) may include an Uptime Guarantee and JFrog will use commercially reasonable efforts to provide Customer with an Uptime Guarantee in accordance with EXHIBIT A (Uptime Guarantee). JFrog will comply with laws and government regulations applicable to JFrog’s provision of its services pursuant to this Agreement. “**Customer Data**” means Customer Artifacts and Customer User Information. “**Customer Artifacts**” means binary artifacts, containers, models, images, or files uploaded to the JFrog Platform which are provided by, on behalf of, or at the direction of Customer in connection with Customer’s use of the JFrog Platform. For clarity, Customer Artifacts excludes Usage Data. “**Customer User Information**” means each Customer User’s name, username, email address and IP address.

(b) **Subscription License.** Subject to the terms and conditions of this Agreement and the applicable Subscription tier purchased by Customer, JFrog and its affiliates hereby grant Customer and Customer Users in accordance with the Documentation a limited, non-exclusive, non-transferable, non-sublicensable, revocable right and license during the Subscription Term, solely to: (i) access and use the features of the JFrog Platform applicable to the Subscription tier purchased by Customer; and (ii) use the JFrog Materials and make internal copies of the Documentation in connection with its access and use of the JFrog Platform. The right and license granted under this section is solely for Customer and Customer Users’ internal use. Internal use excludes access or use by any third party and/or access or use for the benefit of any third party. JFrog reserves all rights not expressly granted to Customer in this Agreement. “**Customer User**” means Customer’s or its affiliates’ employees, contractors, consultants, service providers or development partners authorized by Customer that access or use the JFrog Platform through Customer’s Subscription. “**Documentation**” means the end-user technical documentation pertaining to the JFrog Platform made available at <https://www.jfrog.com/confluence/display/JFROG/JFrog+Documentation>.

(c) **Subscription License Restrictions.** The Subscription License is subject to the following restrictions. Customer will not, and will not permit its Customer Users, or any third party to:

- (i) access or use the JFrog Platform: (A) in a manner that does not comply with the Subscription License and Subscription License Restrictions of this Agreement and/or the Acceptable Use Policy (accessible online at <https://jfrog.com/acceptable-use-policy/>); (B) for fraudulent or unlawful activities or

purposes; or (C) for the purpose of building, improving, enhancing, or providing a competitive product or service;

(ii) provide any third parties with access to and/or use of the JFrog Platform by any mechanism, including proxying or caching;

(iii) sublicense, assign, publish, resell, transfer, distribute, pledge, loan, lease, market, rent, make available, or provide use of the JFrog Platform to any entity or person, including on or in connection with any service bureau arrangement, facility management or third-party training, except as expressly allowed for Customer Users under the Subscription License in this Agreement.

(iv) translate, reverse-translate, decipher, decode, disassemble, reverse-engineer, or otherwise attempt to discover the source code or underlying know-how and architecture of the JFrog Platform;

(v) copy, modify, or create derivative works of the JFrog Platform;

(vi) breach, bypass, or otherwise interfere with security, consumption or limiting features of the JFrog Platform; or

(vii) use any means to avoid fees that would otherwise be incurred by use of the JFrog Platform, including but not limited to, proxying or caching mechanism.

(d) **Customer Responsibilities.** Customer will: (i) be responsible for managing the access of Customer Users to the JFrog Platform, including but not limited to maintaining the confidentiality and security of Customer User Information and login credentials; (ii) monitor and ensure that no person or entity accesses or uses the JFrog Platform without the appropriate permissions; (iii) maintain up to date contact and billing information (including payment information); (iv) not delete, obscure, or alter any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the JFrog Platform or Documentation; (v) backup all Customer Artifacts; (vi) not develop, implement, or install any third-party extension, plug-in, worker, or other means of access or use of the JFrog Platform, without prior written approval from JFrog; and (vii) not upload or transmit to the JFrog Platform any sensitive personal data or special categories of personal data as defined by applicable data protection laws, or, without limiting any of the foregoing, patient, medical or protected health information as regulated by the U.S. Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (HIPAA) or payment card information (PCI).

(e) **AI Features** . To the extent Customer accesses JFrog AI capabilities, including the AI assistant ("**AI Features**"), the provisions of the JFrog AI Addendum (available online at <https://jfrog.com/ai-terms-and-conditions/>) will apply and are hereby incorporated by reference and made part of this Agreement.

(f) **Third-Party Embedded Components and Third-Party Integrations.**

(i) JFrog Third-Party Embedded Components. The JFrog Platform includes certain third-party embedded components ("**Third-Party Embedded Components**") that are subject to open source or third-party license terms. Such license terms are listed and maintained on the JFrog About Box (accessible online at <https://jfrog.com/about-box/>).

(ii) Customer Third-Party Integrations. Subject to the terms and conditions of this Agreement, Customer may link, connect, or use third-party software in conjunction with the JFrog Platform ("**Third-Party Integrations**") at Customer's sole risk and responsibility and solely in accordance with the Documentation and the applicable third-party license agreement.

## 2. PURCHASES, FEES AND PAYMENT.

(a) **Purchases.** Customer may purchase a Subscription by way of an online registration to the JFrog Platform through the JFrog website, on MyJFrog (available at <https://my.jfrog.com/>), or through a digital catalog of software listings from third party cloud computing service providers ("**Cloud Marketplace**"). When Customer purchases a Subscription, Customer will select: (i) the Subscription tier; and (ii) the third party cloud platform(s) and geographic hosting region(s) in which Customer Data will be stored by such third party cloud platform provider. In the event of a purchase through Cloud Marketplace, all Fees will be paid through the billing of Customer's account with the applicable Cloud Marketplace provider.

(b) **Fees, Invoices and Payment.** Customer will pay the base monthly fees and the overage fees, at the then applicable rate, as listed on the JFrog website or the Cloud Marketplace, as applicable (collectively, the "**Fees**"). Fees will be payable at the end of each calendar month during the Subscription Term by charging the credit card Customer has provided to JFrog. Credit card details are not retained by JFrog and are transported directly to the applicable service provider as needed to provide the JFrog Platform. All Fees are non-refundable.

(c) **Late Payments.** JFrog may charge interest on any amount overdue at the maximum rate permitted by law and Customer will reimburse JFrog for all reasonable costs incurred by JFrog in collecting any such overdue amounts or interest, including attorneys' fees. JFrog may also deduct the amount of any debt or unpaid fees from the Fees paid for a renewal of a Subscription.

(d) **Taxes.** All Fees and amounts payable under this Agreement are exclusive of sales, use, value-added, withholding and other taxes and duties ("**Taxes**"). Customer will pay all applicable Taxes, except for Taxes payable on JFrog's net income. If any Tax must be withheld or deducted from any payment made by Customer under this Agreement, Customer will gross-up such payment by an amount that will ensure that after applying the required withholding or deduction, JFrog will receive an amount equal to the payment otherwise due to JFrog.

(e) **Records; Audit.** Customer will maintain complete and accurate records relating to its access and use of the JFrog Materials, including as necessary for JFrog to: (i) calculate, or verify the calculation of, the Fees; and (ii) determine whether a breach of this Agreement has occurred or is reasonably likely to occur. Customer will retain such records for the duration of the Term and an additional period of at least three (3) months following the expiration or termination of this Agreement, or for such longer period as may be required under applicable law (the "**Audit Period**"). During the Audit Period, upon providing reasonable advance written notice (including via email) to Customer, JFrog may audit, and/or may direct a third-party auditor to audit in accordance with this section. Customer will provide all cooperation and assistance as may reasonably be requested by or on behalf of JFrog with respect to such audit.

## 3. TERM, SUSPENSION AND TERMINATION.

(a) **Term.** This Agreement will commence on the Effective Date and continue until: (i) the expiration or termination of all of Customer's Subscriptions; or (ii) terminated as set forth herein ("**Term**"). A Subscription will commence on the Effective Date and continue for a period of one (1) calendar month (which may be prorated for the initial month of the Subscription), and upon expiration of a Subscription Term, Customer's Subscription will

automatically renew for successive periods of one (1) calendar month (collectively, the “**Subscription Term**”) unless Customer terminates its Subscription in accordance with this section. For avoidance of doubt, each renewal is governed by the terms and conditions in effect at the time of renewal, as posted at: <https://jfrog.com/cloud-terms-and-conditions/monthly/>.

(b) **Termination**

- (i) Mutual Termination Rights. Either Party may terminate this Agreement or a Subscription: (a) for any or no reason upon giving the other Party prior written notice and such termination will take effect within five (5) business days of such notice; or (b) effective on written notice to the other Party, upon the material breach of this Agreement by the other Party that is not cured within five (5) days following the delivery of such written notice by the other Party.
- (ii) Termination by JFrog. JFrog may terminate this Agreement or a Subscription: (a) for Inactivity without prior written notice to Customer; or (b) effective immediately upon written notice to Customer, if JFrog reasonably believes Customer has breached any of section 1(c)(i) - section 1(c)(vi) of this Agreement. Additionally, JFrog reserves the right to suspend Customer’s account after three payment failure attempts. “**Inactivity**” means a period of twenty-one (21) consecutive days during which there was no storage, transfer or use of Customer Data by Customer.
- (iii) Process of Termination by Customer. Customer may terminate a Subscription through MyJFrog. Any termination of a Subscription under this section will not entitle Customer to a refund of any kind.

(c) **Termination for Insolvency or by Applicable Law**. JFrog may terminate this Agreement or any Subscription, effective on written notice to Customer, if: (i) Customer becomes insolvent, undergoes a dissolution, or ceases operation without a successor; (ii) Customer seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against Customer (and not dismissed within thirty (30) days thereafter); (iii) Customer commences negotiations or enters into an agreement with all or any class of its creditors in relation to any assignment for the benefit of such creditors, the rescheduling of any of its debts, and/or any compromise or other arrangement with any of its creditors; or (iv) if applicable law or applicable government or court order prohibits performance under this Agreement.

(d) **Effect of Termination**. Upon termination or expiration of this Agreement and/or all Subscriptions: (i) Customer’s right and access to the JFrog Platform cease, and Customer must cease use of the JFrog Materials; (ii) JFrog will delete the applicable Instance and any Customer Data stored therein within sixty (60) days post termination or expiration of this Agreement; and (iii) except as set forth in the termination for material breach subsection above, Customer will immediately pay any outstanding Fees due and payable under this Agreement. JFrog may maintain Customer User Information and Usage Data as required for billing and compliance purposes, or as required by applicable law or regulation. Customer is responsible for downloading all Customer Data prior to termination or expiration of this Agreement. The foregoing rights and obligations will also apply to the termination or expiration of a specific Subscription, but solely to the specific Instance and Customer Data associated with the applicable Subscription. “**Instance**” means a service of the JFrog Platform or distribution edge hosted and managed by JFrog on a cloud platform on behalf of Customer.

(e) **Survival.** Sections 2(e) (Records; Audit), 3(d) (Effect of Termination), 3(e) (Survival), 5 (Intellectual Property Rights), 6(b) (Usage Data), 8 (Confidentiality), 9(d) (Warranty), 10 (Limitation of Liability) and 12 (General Provisions), and any other sections that by their nature are intended to continue beyond the termination or expiration of this Agreement, will survive any termination or expiration of this Agreement.

#### 4. SUBSCRIPTION SUPPORT .

(a) **Subscription Support.** JFrog will provide Customer with the applicable support level , in accordance with the applicable JFrog Service Level Agreement (accessible online at <https://jfrog.com/platform/sla/>).

#### 5. INTELLECTUAL PROPERTY RIGHTS.

(a) **Reservation of Rights.** All right, title, and interest in and to the: (i) JFrog Materials, including associated intellectual property rights, are and will remain with JFrog, its affiliates and/or their respective suppliers and licensors; and (ii) Customer Data, including associated intellectual property rights, are and will remain with Customer, its affiliates and/or their respective suppliers and licensors. The Parties do not transfer, and are under no obligation to transfer, any title or ownership interest in or to their respective intellectual property rights in connection with this Agreement. There are no implied licenses under this Agreement. **"JFrog Materials"** means the JFrog Platform, Documentation, JFrog's marks, any other products, features or technology provided by JFrog, databases, and any insights, methodology, formatting, layout, look and feel or design elements of the aforementioned provided to Customer in connection with this Agreement.

(b) **Feedback.** Customer grants to JFrog and its affiliates a worldwide, perpetual, irrevocable, royalty-free license to use, distribute, disclose, and make and incorporate into JFrog's or its affiliates' products or services, any suggestion, enhancement request, improvement, recommendation, modification, correction, or other feedback provided by Customer or Customer Users relating to the JFrog Platform or JFrog's services, including any learning derived therefrom.

#### 6. DATA.

(a) **License to Customer Data.** Customer maintains full administrative control over Customer Data including the right to view, modify, download or delete it at any time. Customer hereby grants JFrog a limited, revocable, worldwide, non-exclusive, transferable, sub-licensable, royalty-free, fully paid-up, right and license to store, display, and use Customer Data solely as necessary to exercise its rights and perform its obligations in accordance with this Agreement, including to provide Customer with access to and use of the JFrog Platform during the Subscription Term.

(b) **Usage Data.** JFrog may collect, store and use Usage Data for providing the JFrog Platform, maintenance, support, account management, billing purposes, monitoring for securing compliance with section 1(c) (Subscription License Restrictions), and enhancing and improving the JFrog Platform. **"Usage Data"** means any data or information that is based on, generated or created from, or data or information about Customer's access or use of the JFrog Platform, which includes version, setup, configuration, integrations, logs and consumption, and any information related to the maintenance and support (if any) of the JFrog Platform. For clarity, Usage Data excludes Customer Artifacts.

(c) **Processing of Personal Data.** To the extent JFrog processes any personal data on Customer's behalf under this Agreement, the provisions of the JFrog Data Processing Addendum (available online at <https://jfrog.com/jfrog-cloud-data-processing-addendum/>) (**"JFrog DPA"**) will apply and are hereby incorporated by reference and made part of this Agreement. Customer is responsible for providing disclosures and obtaining all rights

and consents necessary for JFrog's performance under this Agreement. In addition, Customer's and Customer Users' use of the JFrog Platform, services and other interactions are subject to the most recent version of the JFrog Privacy Notice (available online at <https://www.jfrog.com/privacy-notice>), which is hereby incorporated by reference into and made part of this Agreement.

## 7. TECHNICAL AND ORGANIZATIONAL MEASURES .

JFrog maintains technical and organizational measures (accessible online at <https://jfrog.com/jfrog-toms/>) to protect Customer Data in accordance with generally recognized industry practices for similar services.

## 8. CONFIDENTIALITY.

(a) **Generally. "Confidential Information"** means any information of a Party ("**Discloser**"), whether written, visual, verbal, tangible, or intangible, that is disclosed to, directly or indirectly, or observed by, the other Party ("**Recipient**") in connection with this Agreement or other potential business relationship between the Parties, which at the time of disclosure is designated by the Discloser as confidential, expressly marked as being "Confidential" or "Proprietary", or is reasonably identifiable as confidential given the nature of the information or the circumstances of disclosure. Confidential Information may include, but is not limited to, ideas, inventions, procedures, processes, specifications, software, computer programs, trade secrets, know-how, methods, business plans, financial data and analyses, financial forecasts, marketing plans, roadmaps, customer and supplier information, drawings, models, or other intellectual property. The Confidential Information of a Party includes Confidential Information disclosed by its Representatives in connection with this Agreement. For the sake of clarity, the JFrog Platform, databases and non-public information related to JFrog's or its affiliates' products, services, and intellectual property rights, will be deemed to be JFrog's Confidential Information.

(b) **Exclusions. "Confidential Information"** will not include any information that: (i) was already known to Recipient at or prior to the time of disclosure; (ii) is independently developed by or for Recipient without reference to or use of Discloser's Confidential Information; (iii) is obtained by Recipient without restriction on disclosure or use, from an entity or person other than the Discloser; or (iv) is or becomes publicly known or generally available to the public through no wrongful act or omission of Recipient.

(c) **Use and Non-Disclosure.** Recipient will: (i) hold the Confidential Information it receives in strict confidence and take appropriate precautions to protect Discloser's Confidential Information using the same degree of care Recipient uses to protect its own confidential information of a similar nature, but in no event less than a reasonable degree of care; (ii) not use Discloser's Confidential Information, except solely to exercise its rights and fulfill its obligations under this Agreement; (iii) not disclose Discloser's Confidential Information, except to its Affiliates, and to its and its Affiliates' employees, officers, directors, agents, contractors, consultants, service providers, subcontractors and professional advisors (collectively, "**Representatives**") who: (A) "need to know" the Confidential Information in connection with Recipient exercising its rights and fulfilling its obligations under this Agreement; and (B) are bound by confidentiality obligations no less stringent than those in this Agreement; and (iv) not reverse-engineer, disassemble, decompile or remove proprietary markings from Confidential Information without Discloser's prior written consent. Each party shall be responsible for any breach of this section 8 by its Representatives. Recipient shall promptly notify Discloser of any breach of this Agreement committed by Recipient or any person to whom the Recipient has disclosed Confidential Information. Any claim, demand, suit or proceeding against JFrog arising out

of or in connection with a breach or alleged breach of the JFrog DPA will not be deemed a breach of this section or the obligations relating to Confidential Information.

(d) **Compelled Disclosure.** Notwithstanding section 8(c) (Use and Non-Disclosure), Recipient may disclose Discloser's Confidential Information to the extent required by applicable law, regulatory authority, or order of a court of competent jurisdiction or other governmental body ("**Compelled Disclosure**"), provided that Recipient: (i) gives prompt written notice to Discloser of such Compelled Disclosure when legally permissible; (ii) reasonably cooperates with Discloser in seeking a protective order or otherwise preventing or restricting such disclosure; and (iii) only discloses that portion of Confidential Information required to comply with the Compelled Disclosure.

(e) **Destruction of Confidential Information.** Recipient, upon written request by Discloser, will promptly destroy (and notify the Discloser in writing that it has complied with the requirements of this section at the request of Discloser) all copies of the Discloser's Confidential Information in its possession or under its control; provided that, Recipient may retain copies of Confidential Information as required to comply with applicable law or as part of its standard archival or computer back-up systems, and further provided that such Confidential Information will continue to be subject to the terms of this section.

## 9. REPRESENTATIONS AND WARRANTIES; DISCLAIMERS.

(a) **Mutual.** Each Party represents and warrants that: (i) it has, and will retain, the full right, power, and authority to enter into and perform under this Agreement; (ii) it is duly organized, validly existing, and in good standing as a corporation or other entity as represented in this Agreement under the laws and regulations of its jurisdiction of incorporation, organization, or chartering; (iii) when executed and delivered by such Party, this Agreement will be legally binding upon and enforceable against such Party, and this Agreement will not conflict with any agreement, instrument, or understanding, oral or written, to which such Party is a party or by which it may be bound; and (iv) such Party has not given, offered, received or been offered any illegal or improper bribe, kickback, payment, gift, donation, or thing of value from an employee or agent of the other Party or otherwise in connection with this Agreement. For clarity, reasonable gifts and entertainment provided customarily and in good faith in the ordinary course of legitimate business activities do not violate the foregoing.

(b) **By Customer.** Customer represents and warrants that Customer owns or otherwise has and will have the necessary rights, licenses, and consents in and relating to the Customer Data such that, as used by JFrog in accordance with this Agreement, they do not and will not infringe, misappropriate, or otherwise violate any intellectual property rights, or other rights, of any third party or violate any applicable law. JFrog takes no responsibility and assumes no liability for any Customer Data, and Customer will be solely responsible for its Customer Data.

(c) **Sanctions; Compliance with Law.** The JFrog Platform may be subject to export control laws and regulations of the U.S. and other jurisdictions. Customer represents and warrants that: (i) it is not subject to sanctions or otherwise designated on any list of prohibited or restricted parties; (ii) it will not directly or indirectly, export, re-export, or release the JFrog Platform to, or make the JFrog Platform accessible from or to, any country, jurisdiction or person/entity to which export, re-export, or release is prohibited or restricted by applicable laws and regulations; and (iii) its access and use of the JFrog Platform is and will be at all times in compliance with applicable laws and regulations.

(d) **Warranty.**

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE JFROG PLATFORM IS LICENSED PROVIDED TO CUSTOMER ON AN "AS IS" BASIS AND JFROG HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, STATUTORY OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

JFROG MAKES NO WARRANTY OF ANY KIND THAT THE JFROG PLATFORM, JFROG MATERIALS, OR MODEL PREDICTION DATA WILL MEET CUSTOMER'S OR ANY OTHER ENTITY'S OR PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY TECHNOLOGY OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE.

ANY THIRD-PARTY INTEGRATIONS, THIRD-PARTY RESOURCES, MODELS, SYSTEMS, AND DATABASES ARE STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR. CUSTOMER IS SOLELY RESPONSIBLE FOR ANY CUSTOMER ACTS OR OMISSIONS BASED ON THE CUSTOMER'S USE OF THE JFROG PLATFORM AND JFROG MATERIALS, INCLUDING BUT NOT LIMITED TO ANY DAMAGE TO CUSTOMER'S COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH THIRD PARTY RESOURCES, MODELS, SYSTEMS, OR DATABASES. THE JFROG PLATFORM AND JFROG MATERIALS WILL NOT BE CONSIDERED LEGAL ADVICE AND ARE PROVIDED FOR CONVENIENCE PURPOSES ONLY. JFROG MATERIALS MAY BE BASED ON THIRD-PARTY RESOURCES AND DATABASES AND THEREFORE JFROG DOES NOT GUARANTEE THAT SUCH JFROG MATERIALS ARE INCLUSIVE OF ALL COMPONENTS, LIBRARIES, DEPENDENCIES, LICENSES AND VULNERABILITIES OR THAT THE ANNOTATION OF THE FOREGOING IS COMPLETE.

## 10. LIMITATION OF LIABILITY.

(a) **DAMAGES DISCLAIMER.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY LOSS OR DAMAGE OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING FOR: (I) LOSS OF BUSINESS PROFITS, REVENUE, GOODWILL, OR REPUTATION; (II) BUSINESS INTERRUPTION; AND (III) LOSS, DAMAGE, CORRUPTION, OR RECOVERY OF CUSTOMER DATA, IN EACH CASE, WHETHER AN ACTION IS IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY, AND EVEN IF SUCH PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

(b) **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY'S AND ITS AFFILIATES' AGGREGATE LIABILITY IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER AND ITS AFFILIATES TO JFROG IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO A CLAIM.

(c) **UNLIMITED LIABILITIES.** SECTION 10(b) (LIMITATION OF LIABILITY) SHALL NOT APPLY TO: (I) CUSTOMER'S DEFENSE AND INDEMNIFICATION OBLIGATIONS; (II) CUSTOMER'S BREACH OF SECTION 1(c) (SUBSCRIPTION LICENSE RESTRICTIONS); (III) CUSTOMER'S PAYMENT OBLIGATIONS TO JFROG; OR (IV) MATTERS FOR WHICH LIABILITY CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

(d) **Essential Element.** The Parties agree that the limitations and exclusions of liability specified in this section will survive and apply even if any limited remedy specified in this Agreement is found to have failed in its essential purpose.

(e) **Responsibility for Others.** Customer will be liable for the acts and omissions of its Affiliates, and Customer Users in connection with this Agreement as if such acts or omissions were those of Customer.

## 11. INDEMNIFICATION.

(a) **Indemnification by Customer.** Customer will defend JFrog and its Affiliates from and against any claim, demand, suit or proceeding made or brought against JFrog by a third party alleging that Customer's use of the JFrog Platform infringes, misappropriates, or violates any third-party proprietary rights, and will indemnify JFrog from any damages finally awarded against JFrog by a trier of fact, or for any amounts paid by JFrog under a settlement approved by Customer in writing, together with all reasonable attorney fees and costs incurred in connection with, such proceedings or settlements.

(b) **Indemnification Process.** JFrog reserves the right to join in the defense with counsel of its own choice at Customer's expense. Customer will not consent to the entry of any judgment or enter into any settlement or compromise requiring JFrog to admit liability, pay money, or take or refrain from any action without the prior written consent of JFrog, which will not be unreasonably withheld, conditioned or delayed.

## 12. GENERAL PROVISIONS.

(a) **Subcontractors.** JFrog may engage its Affiliates and subcontractors to perform, in whole or in part, any of its obligations under this Agreement, provided that the acts and omissions of any such Affiliate or subcontractor in performing JFrog's obligations under this Agreement will be treated as the acts and omissions of JFrog under this Agreement.

(b) **Publicity Rights.** JFrog may identify Customer as a customer in JFrog's promotional materials, website, or other public communications. Customer hereby grants JFrog a worldwide, non-exclusive, sub-licensable, transferable, royalty-free, and revocable (by submitting an email to [service@jfrog.com](mailto:service@jfrog.com) at any time) right and license during the Subscription Term to display and use Customer's Marks in connection therewith. Revocation of the foregoing license does not affect JFrog's right and license to use or display Customer's Marks in connection with any promotional material, website, or other public communication that was in existence at the time of revocation. Any use of JFrog's Marks by Customer must be in accordance with the JFrog Brand Guidelines (accessible online at <https://jfrog.com/brand-guidelines/>). Each Party acknowledges and agrees that any and all goodwill accruing from the use of the other Party's Marks will inure solely to such other Party's benefit.

(c) **Beta Services.** During the Subscription Term, Customer may have an opportunity to have early access to beta features or products of JFrog (the "**Beta Service**"). The Beta Service is part of the JFrog Platform, and therefore all rights, obligations and duties of JFrog and Customer in and to the Beta Service will be subject to the terms herein. To the extent Customer registered for the JFrog Platform via a Beta Service, the terms herein will apply to Customer's subsequent purchase of the JFrog Platform. Notwithstanding the foregoing, JFrog's aggregate liability for any claim relating to the Beta Service, regardless of the form of action, will be limited to, and in no event shall exceed \$50.00.

(d) **Notices.** Except as set forth herein, any notice required or permitted by this Agreement must be in writing, delivered to the applicable address of the Party set forth herein, and will be effective: (i) upon receipt when

delivered personally; (ii) two (2) days (other than weekends or public holidays) after it is sent if sent by certified or registered mail (return receipt requested); or (iii) one (1) day (other than weekends or public holidays) after it is sent if sent by next-day delivery by a major delivery service or via email.

(e) **Severability; No Waiver; Amendment.** If any term of this Agreement is or becomes invalid, illegal, or unenforceable in any jurisdiction it will, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction. No failure of either Party to enforce or exercise any rights under this Agreement will be effective, unless in a writing signed by a duly authorized signatory on behalf of the Party claimed to have waived. No supplement, modification, or amendment of this Agreement will be binding unless executed in writing by both Parties.

(f) **Force Majeure.** A Party to this Agreement (the “**Affected Party**”) will not be liable to the other Party for any delay or failure to perform any obligation under this Agreement if the delay or failure is due to third-party strikes, blockades, wars, terrorism, pandemics, riots, natural disasters, widespread disruptions in communication services, acts or determinations of government, or other circumstances or events beyond the reasonable control of the Affected Party (each a “**Force Majeure Event**”), insofar as the Force Majeure Event prevents or delays the Affected Party from fulfilling its obligations because of impossibility and the Affected Party was not able to prevent or remove the Force Majeure Event using commercially reasonable efforts. For the avoidance of doubt, Customer will not be relieved of its payment obligations hereunder if JFrog continues to perform its obligations under this Agreement during a Force Majeure Event.

(g) **Relationship of the Parties.** The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. Each Party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes. There are no third-party beneficiaries under this Agreement.

(h) **JFrog Contracting Entity; Governing Law and Jurisdiction.** The Convention on Contracts for the International Sale of Goods and conflicts of laws principles do not apply to this Agreement. The applicable JFrog Contracting Entity, governing law, and courts depend on where Customer is domiciled in accordance with the following table:

Row	If Customer is domiciled in	Governing law	Courts with exclusive and sole jurisdiction (including non-contractual)	JFrog Contracting Entity entering into this Agreement
I	The USA; or a country in North America, Central America, South America or the Caribbean	State of California, USA	U.S. District Court for the Northern District of California or a state court located in or having jurisdiction over Santa Clara County, California	JFrog, Inc.  270 E Caribbean Dr., Sunnyvale, CA 94089
II	A country in EMEA (Europe, Middle East, and Africa) or APAC (Asia Pacific), excluding countries in row III or IV below	English	Courts in London, UK	JFrog Ltd  3 HaMachshev St., Netanya, Israel
III	Israel	Israel	Tel Aviv, Israel	JFrog Ltd  3 HaMachshev St., Netanya, Israel
IV	Bahrain, Belgium, Egypt, France, French Polynesia, Indonesia, Kuwait, Luxembourg, Malaysia, New Caledonia, Turkey, Qatar,	France	Paris, France	JFrog SAS  8 rue de Rémusat 31000 Toulouse, France

	Saudi Arabia or United Arab Emirates			
V	Anywhere else	Israel	Tel Aviv, Israel	JFrog Ltd
				3 HaMachshev St., Netanya, Israel

(i) **Remedies.** Unless expressly set forth otherwise in this Agreement, any and all remedies expressly conferred upon a Party are cumulative with and not exclusive of any other remedy conferred by this Agreement or by law on that Party, and the exercise of any one remedy does not preclude the exercise of any other available remedy.

(j) **Assignment.** This Agreement is not assignable or transferable by either Party without the other Party's prior written consent. Notwithstanding the foregoing, either Party may transfer and/or assign this Agreement to a successor in connection with a merger, acquisition, or sale of all or substantially all of its assets to which this Agreement relates. Except as expressly authorized under this section, any attempt to transfer or assign this Agreement will be null and void. This Agreement will bind and inure to the benefit of each of its respective Parties and their permitted successors and assigns.

(k) **Titles and Headings.** Titles and headings of this Agreement are for convenience only and will not affect the construction of any provision of this Agreement.

(l) **Entire Agreement** . This Agreement (including any and all Exhibits, Documentation, Addenda and other documentation incorporated by reference into and made part of this Agreement) constitutes the complete, final and exclusive statement of the terms of the agreement between the Parties regarding its subject matter (which, for clarity, includes Customer's use of the JFrog Platform and any other JFrog services), and supersedes all prior and contemporaneous agreements, representations or understandings, written or oral, concerning its subject matter. The Parties agree that any term or condition stated in a Customer purchase order, or portal or in any Customer order documentation is void and will not apply to this Agreement or to Customer's purchase and/or use of the JFrog Platform.

**EXHIBIT A**  
**UPTIME GUARANTEE**

**1. DEFINITIONS.**

(a) **“Credit”** means an amount calculated in accordance with section 3(a) (Credits) of this Exhibit.

(b) **“Downtime”** means a period of time, measured in one (1) minute increments, during which the JFrog Platform is not available to Customer. Downtime is measured based on JFrog’s server-side error rate of applicable health-check pings from two (2) sources in a cluster for each cloud platform of Artifactory, based on JFrog’s system of record. Downtime does not include time during which Artifactory is unavailable due to: (i) Customer’s use of the JFrog Platform in a manner not authorized in this Agreement or not in accordance with the Documentation; (ii) Force Majeure Events; (iii) migration between cloud platforms/providers initiated by Customer; (iv) Third-Party Integrations; (v) downtime due to third party cloud providers; (vi) Maintenance Time; and (vii) any suspension or termination of access to the JFrog Platform by JFrog pursuant to this Agreement.

(c) **“Maintenance Time”** means any periods of planned maintenance, upgrade or update during which the JFrog Platform may not be available to Customer.

(d) **“Uptime”** means the percentage of time for which the JFrog Platform, as measured in section 2 (Uptime Guarantee) of this Exhibit, (including third-party services sourced by or provisioned by JFrog, but excluding any Third-Party Integrations sourced or provisioned by Customer) is available, as calculated by JFrog per month.

**2. UPTIME GUARANTEE.**

(a) Subject to the terms and conditions of this Agreement and solely during the applicable Subscription Term, JFrog will use commercially reasonable efforts to ensure that the Uptime of Artifactory will be at least 99.90% (**“Uptime Guarantee”**).

(b) Uptime will be calculated by JFrog according to the following formula:

$$\text{Uptime (\%)} = \frac{T - D}{T} \times 100$$

Where:

T = total number of minutes in the applicable calendar month.

D = total number of Downtime minutes in the applicable calendar month.

(c) JFrog will use commercially reasonable efforts to provide Customer with electronic notification prior to any Maintenance Time.

**3. CREDITS.**

(a) Customer will be eligible to receive Credits for any failure of JFrog to meet the Uptime Guarantee, in an amount equal to a percentage of the base monthly fees for the month in which the failure to meet the Uptime Guarantee occurred, in accordance with the following table:

Uptime	Credits Percentage
< 99.90% - ≥ 99.0%	5%
< 99.0% - ≥ 90.0%	25%
< 90.0%	100%

(b) Credits are JFrog’s sole obligation and liability and Customer’s sole and exclusive remedy for any failure of JFrog to meet the Uptime Guarantee. Customer will not be entitled to receive Credits if Customer is in breach of this Agreement. Credits will be issued directly to Customer or credited to Customer’s Cloud Marketplace account.

(c) To receive Credits, Customer must notify JFrog in writing to [service@jfrog.com](mailto:service@jfrog.com) within thirty (30) days following the end of the calendar month during which JFrog did not meet the Uptime Guarantee. Failure to comply with this requirement will forfeit Customer’s right to receive a Credit.