When you indicate consent to the Agreement (including by choosing to "Create Contract" in AWS marketplace), you represent and warrant that you are authorized to execute, deliver, and bind Customer to, the Agreement, and to act as Customer's agent in connection with the Agreement. The "Effective Date" of the Agreement is the earlier of the date you (a) begin using the JumpCloud service ("**Service**"), or (b) complete an Order.

The "**Agreement**" (or "**DAASA**" or "**EULA**") includes the "**DAASA Terms**" (available at jumpcloud.com/legal), together with this document, all Orders, addenda, and referenced attachments. This Agreement constitutes the terms and conditions under which JumpCloud is willing to provide Customer with the Service and Professional Services and will take precedence over any conflicting or inconsistent text included in any other materials (e.g., promotional materials) on any AWS page, the Site, or provided to or by Customer. Except to the extent expressly provided in an Order, the DAASA Terms will take precedence over any conflicting or inconsistent terms and conditions accompanying any Order. Any standard terms, invoicing documents, or purchase order terms provided by Customer are expressly rejected.

JumpCloud may modify the DAASA Terms at any time by posting updated versions of the DAASA Terms on the Site. Such modifications become effective and binding on Customer upon the earlier of (i) any Customer access to or use of the Service after the date they are posted or (ii) thirty (30) days after the modifications are posted.

Due to the timing of AWS invoicing, the following text is added to Section 3.3 of the DAASA Terms: If the average of the High-Water Marks of Users or of Devices for any two consecutive months of an Order Term exceeds the then-current Committed Quantity by 40% or more, JumpCloud may, by informing Customer, change the Committed Quantity, for all subsequent months in the Order Term, to be equal to such average High-Water Mark; and JumpCloud may invoice (and if it does so, Customer will pay) fees based on such updated Committed Quantity.