



JFROG SELF HOSTED TERMS AND CONDITIONS U.S. GOVERNMENT ADDENDUM

This JFrog Self Hosted Terms and Conditions U.S. Government Addendum (“**Addendum**”) amends the JFrog Self Hosted Terms and Conditions attached hereto and available at <https://jfrog.com/terms-and-conditions/> (“**Standard Terms**”), incorporated herein, and establishes the terms and conditions on which JFrog will provide the JFrog Platform to Customer. This Addendum is effective as of the date set forth in the Order (“**Addendum Effective Date**”) and is by and between Ordering Activity under GSA Schedule contracts identified in the Order (“**Customer**”) and JFrog, Inc. (“**JFrog**” or “**Company**”). Capitalized terms used but not otherwise defined herein shall have the same meaning ascribed to such terms under the Standard Terms. In the event of a conflict between the terms and conditions of this Addendum and the Standard Terms, the terms and conditions of this Addendum shall prevail with respect to the conflicting matter.

WHEREAS, JFrog and the Customer wish to modify the Standard Terms to clarify the parties’ rights and obligations through this Addendum, which is effective as of the Addendum Effective Date;

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. To the extent the terms and conditions of the Agreement are inconsistent with Federal Law, they shall be deemed to be deleted and unenforceable. Without limiting the foregoing, the Agreement shall be amended as follows:

1.1 **Termination.** All clauses in the Agreement referencing termination or cancellation of the Agreement are hereby deemed to be deleted. Termination shall be governed by FAR 52.212-4 and the Contract Disputes Act, 41 U.S.C. §§ 601-613. For the avoidance of doubt, Customer shall not be entitled to receive any refund of any prepaid fees pursuant to the Agreement in event of termination.

1.2 **Governing Law and Venue.** Clauses in the Agreement referencing governing law or dispute resolution mechanisms are hereby deemed to be deleted. The Agreement shall be subject to the Contract Disputes Act of 1978 (41 U.S.C. §§ 7101-7109) and the Federal Tort Claims Act (28 U.S.C. §§ 1346(b)). The validity, interpretation and enforcement of the Agreement will be governed by and construed in accordance with the laws of the United States.

1.3 **Assignment.** Clauses in the Agreement governing assignment are hereby deemed to be deleted. Assignment of the Agreement is subject to FAR 52.232-23, Assignment of Claims (JAN 1986) and FAR 42.12, Novation and Change-of-Name Agreements.

1.4 **Customer Indemnities.** Clauses in the Agreement requiring Customer to indemnify JFrog are hereby deleted.

1.5 **JFrog Indemnities.** All clauses in the Agreement that violate the Department of Justice’s right to represent the U.S. Government Entity in any case or that require that the U.S. Government Entity give sole control over litigation and/or settlement to the Company are hereby deleted.

1.6 **Anti-Deficiency Act.** Clauses that call for automatic renewal of the Agreement or that require payment of future fees or penalties beyond the Agreement or an applicable order form amount unless specifically authorized by existing statutes violate the Anti-Deficiency Act (31 U.S.C. § 1341, 41 U.S.C. § 11) and are hereby deemed to be deleted.

1.7 **Payments and Invoices.** Clauses in the Agreement that specify payment and invoicing mechanics are hereby deemed to be deleted. Payments are subject to FAR 52.212-4(i), and invoicing is subject to FAR 52.212-4(g).

1.8 **Taxes.** Taxes are subject to FAR 52.212-4(k), which provides that the contract price includes all federal, state, and local taxes and duties.

1.9 **Third Party Terms.** Customer's agreement to any third party terms referenced in the Agreement will be subject to approval of the Contracting Officer and referenced in the applicable government Order.

The parties agree and acknowledge that, except as otherwise expressly amended by this Addendum, the Standard Terms remain in full force and effect according to its terms and conditions.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their duly authorized representatives as set forth below as of the Addendum Effective Date.

| | |
|--------------------|-------------------------|
| JFrog, Inc. | _____ (Customer) |
| By: _____ | By: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |