UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934
Date of Report (Date of earliest event reported): September 23, 2024

JAMF HOLDING CORP.

(Exact name of registrant as specified in its charter)

Delaware	**001-39399**	**82-3031543**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**
100 Washington Ave S, Suite 1100 Minneapolis, MN		**55401**
(Address of principal executive offices)		**(Zip Code)**

(612) 605-6625
(Registrant's telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

☐ Emerging growth company

☐ If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	**Trading Symbol(s)**	**Name of each exchange on which registered**
Common Stock, $0.001 par value	**JAMF**	**The NASDAQ Stock Market LLC**

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Appointment of New Chief Financial Officer – David Rudow

On September 23, 2024, Jamf Holding Corp. ("Jamf" or the "Company") announced the appointment of David Rudow as Chief Financial Officer of the Company. Mr. Rudow will begin employment with the Company on October 28, 2024 and will succeed Mr. Goodkind as the Company's new Chief Financial Officer, effective November 28, 2024.

David Rudow, 55, most recently served as Chief Financial Officer of Cover Genius since August 2023. Prior to that, Mr. Rudow served as Chief Financial Officer of Unite Us from January 2023 to August 2023, Chief Financial Officer at nCino from October 2019 to January 2023, and Senior Vice President, Finance at CentralSquare Technologies from January 2018 to October 2019. Earlier in his career and over an 18-year period, Mr. Rudow held several senior level positions at various investment banking and financial services firms, including Piper Jaffray, J.P. Morgan, and Thrivent Asset Management. He is also a Certified Public Accountant and worked at global accounting and consulting firms KPMG and PricewaterhouseCoopers. Mr. Rudow holds a Master of Business Administration in Finance and Accounting from the University of Chicago, Booth School of Business and a Bachelor of Science in Business Administration and Accounting from the University of Illinois, Chicago.

In connection therewith, on September 23, 2024, Jamf entered into an "at will" letter agreement with Mr. Rudow.

Pursuant to the letter agreement, Mr. Rudow will (1) receive an annual base salary of $450,000 (subject to standard review and adjustment by the Compensation & Nominating Committee of Jamf's Board of Directors), (2) be eligible to receive an annual cash bonus targeted at 70% of Mr. Rudow's base salary, (3) receive a one-time restricted stock unit ("RSU") award with an aggregate grant date value of $6,000,000 and a grant date coinciding with the Company's first regular grant cycle following Mr. Rudow's start date, and (4) be eligible to participate in health and welfare benefit programs offered to other Company employees generally. Mr. Rudow's RSU grant will be subject to the terms of the Company's Omnibus Incentive Plan (which was filed as Exhibit 10.2 to the Company's Annual Report on Form 10-K for the year ended December 31, 2023, and is incorporated herein by reference) and standard RSU grant agreement (which was filed as Exhibit 10.6 to the Company's Annual Report on Form 10-K for the year ended December 31, 2023, and is incorporated herein by reference), and will vest over four years.

In addition, under the letter agreement, upon a termination of Mr. Rudow's employment by the Company without Cause or by Mr. Rudow for Good Reason (as those terms are defined in the letter agreement) (each, a "Qualifying Termination") and subject to Mr. Rudow's execution of a separation and release agreement, the Company will be obligated to pay to Mr. Rudow, in addition to any Accrued Amounts (as defined below): (A) a cash severance payment for the applicable severance period; (B) amounts due for COBRA continuation coverage for the applicable severance period; and (C) a prorated bonus for the calendar year that includes the termination date based on deemed achievement of the performance criteria at target levels; provided, that in the event a Qualifying Termination occurs during a Change of Control Period (as discussed further below), 100% of Mr. Rudow's then outstanding unvested equity awards that vest based on continued employment or service will accelerate and vest as of the termination date. "Accrued Amounts" include: (i) any unpaid base salary through the termination date; (ii) any bonus earned but unpaid with respect to the calendar year ending on or preceding the termination date; (iii) any accrued but unused vacation, payable in accordance with the Company's vacation policy as in effect on the termination date; and (iv) reimbursement for any unreimbursed business expenses incurred through the termination date. The Change of Control Period means the one-year period immediately following a Change of Control and the three-month period immediately preceding a Change of Control. Change of Control has the meaning set forth in the Company's 2020 Omnibus Incentive Plan. The applicable severance period for a Qualifying Termination without Change in Control is six months and the applicable severance period for Qualifying Termination with Change in Control is twelve months.

In addition, Mr. Rudow is subject to Jamf's standard confidentiality, invention assignment, non-solicit, non-compete, and arbitration agreement.

The above summary of Mr. Rudow's letter agreement does not purport to be complete and is qualified in its entirety by the letter agreement, a copy of which is attached hereto as Exhibit 10.1, which is incorporated herein by reference.

There are no arrangements or understandings between Mr. Rudow and any other persons pursuant to which he was selected as an officer of the Company. There are no family relationships between Mr. Rudow and any other director or executive officer of the Company and he has no direct or indirect material interest in any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

Current Chief Financial Officer Transition Agreement – Ian Goodkind

On September 23, 2024, the Company entered into a transition and separation agreement with Mr. Goodkind (the "CFO Transition Agreement"). Pursuant to the CFO Transition Agreement, among other things:

- Mr. Goodkind will continue to serve as Chief Financial Officer through November 27, 2024.
- Mr. Goodkind will be eligible to receive his annual bonus payment for the 2024 fiscal year, which bonus payment shall be pro-rated up to the separation date and be payable in a lump sum pursuant to the Company's general bonus payment policies for executive-level employees.
- Mr. Goodkind will receive a cash severance payment equal to six month's base salary.
- Subject to providing cooperation services to ensure a smooth transition and provide ongoing support, (i) Mr. Goodkind will continue to vest in his outstanding RSU awards through June 15, 2025 and (ii) within 30 days following June 15, 2025, Mr. Goodkind will receive a lump sum cash payment of $90,000.
- Mr. Goodkind reaffirmed his commitment to the restrictive covenants under his existing employment letter agreement, dated (which was filed as Exhibit 10.13 to the Company's Annual Report on Form 10-K for the year ended December 31, 2023, and is incorporated herein by reference).
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Except as set forth in the CFO Transition Agreement, Mr. Goodkind's employment through his separation date will remain subject to the terms and conditions set forth in his existing employment letter agreement.

The above summary of the CFO Transition Agreement with Mr. Goodkind does not purport to be complete and is qualified in its entirety by the full text of the CFO Transition Agreement, a copy of which is attached hereto as Exhibit 10.2, and is incorporated herein by reference.

Item 7.01. Regulation FD Disclosure.

On September 23, 2024, the Company issued a press release announcing the foregoing CFO transition and reaffirmed third quarter and full year 2024 financial guidance provided by the Company in a previous press release dated August 7, 2024. A copy of the press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated into this Item 7.01 by reference.

The information in this Current Report on Form 8-K is being "furnished" pursuant to Item 7.01 and shall not be deemed to be "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities of that section, and is not incorporated by reference into any Company filing, whether made before or after the date hereof, except as shall be expressly set forth by specific reference in such filing and regardless of any general incorporation language in such filing.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description of Exhibit
10.1	Employment Letter with David Rudow, dated September 23, 2024
10.2	Transition and Separation Agreement with Ian Goodkind, dated September 23, 2024
99.1	Press Release dated September 23, 2024
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

JAMF HOLDING CORP.

Date: September 23, 2024

By: /s/ Jeff Lendino
Name: Jeff Lendino
Title: Chief Legal Officer

September 23, 2024

David Rudow

Re: Employment with JAMF Holdings Inc.

Dear David:

This is your employment agreement with JAMF Holdings Inc., a Minnesota corporation (as such company's name may change from time to time and such company's successors and assigns, the "**Company**"). This letter shall be effective as of the execution date of this agreement. The Company is a wholly-owned indirect subsidiary of Jamf Holding Corp., a Delaware corporation ("**Parent**"**)**. We are very excited about this opportunity and value the role that you can serve on our team going forward.

1. You will be the Chief Financial Officer of the Company, reporting to the Chief Executive Officer or any other officer as directed by the Board of Directors of the Parent (the "**Board**"). In this capacity, you will have the responsibilities and duties consistent with such position.

2. Your starting base salary will be $450,000 per year, less deductions and withholdings required by law or authorized by you, and will be subject to review annually for any increases or decreases (the "**Base Salary**"); provided, however, that any decreases shall not be greater than ten percent (10%) of your then current base salary, and any decrease greater than ten percent (10%) of your then current base salary will only be implemented in conjunction with a general decrease affecting the executive management team. Your Base Salary will be paid by the Company in regular installments in accordance with the Company's general payroll practices as in effect from time to time. Reasonable business expenses incurred in connection with the performance of your duties for the Company will be reimbursed in accordance with the Company's general practices for reimbursement for such expenses.

With respect to your bonus opportunities, you will be eligible to receive a target bonus of 70% of your Base Salary (the "**Bonus**"), pro-rated for the initial year of employment based on your Start Date (as defined below), as applicable. The Bonus will be awarded at the Company's sole discretion (and subject to any applicable Board approvals), based on the Company's determination as to your achievement of predetermined thresholds which may include, but are not limited to, personal performance, and corporate financial targets such as revenue, recurring revenue, gross profit and/or EBITDA targets.

The Bonus formulas, MBOs, performance milestones and all other elements of your Bonus opportunities shall be established by the Company in its sole discretion, and communicated in writing (including by e-mail) to you from time to time. Any Bonus earned for a fiscal year shall be paid pursuant to the Company's general bonus payment policies for executive-level employees. In any event, payment of any Bonus that becomes due with respect to a fiscal year shall be paid in the calendar year following the fiscal year in which such Bonus was earned, subject, in each case, to your continued employment on the applicable payment date.

3. You will also be eligible to participate in regular health, dental and vision insurance plans and other employee benefit plans established by the Company applicable to executive-level employees from time to time, so long as they remain generally available to the Company's executive-level employees. The Company reserves the right to modify its benefit plans from time to time. You will be

provided twenty-three (23) days of paid time off ("**PTO**") in a calendar year, pro-rated for the initial year of employment based on your Start Date (as applicable). Your Volunteer Time Off ("**VTO**") consists of three paid days (24 hours) per calendar year (regardless of hire date) to conduct volunteer work for the community or organization of your choice.

4. Your position shall be remote (Florida), subject to the Company's applicable mobility policies as in effect from time to time. Your duties may involve extensive domestic and international travel.

5. Subject to the approval of Parent's Board of Directors and your execution of the applicable grant agreement, you will be granted Restricted Stock Units ("**RSUs**") as part of your compensation package with a total grant value of $6,000,000. The RSUs will vest in equal installments on the first four anniversaries of the grant date, so long as you remain continuously employed by the Company through each vesting date, and the quantity of RSUs granted will be determined using market price on the day of the grant, which will coincide with the grant cycle in the month following your Start Date. The RSUs will be subject to the terms of the applicable award agreement evidencing the grant and the terms of the Jamf Holding Corp. Omnibus Incentive Plan.

6. There are some formalities that you need to complete as a condition of your employment:

- You must carefully consider and sign the Company's standard "Employment and Restrictive Covenants Agreement" (attached to this letter as **Exhibit A).** Because the Company and its affiliates are engaged in a continuous program of research, development, production and marketing in connection with their business, we wish to reiterate that it is critical for the Company and its affiliates to preserve and protect its proprietary information and its rights in inventions.

- So that the Company has proper records of inventions that may belong to you, we ask that you also complete Schedule 1 attached to **Exhibit A.**

- You and the Company mutually agree that any disputes that may arise regarding your employment will be submitted to binding arbitration by the American Arbitration Association. As a condition of your employment, you will need to carefully consider and voluntarily agree to the arbitration clause set forth in Section 14 of **Exhibit A.**

7. We also wish to remind you that, as a condition of your employment, you are expected to abide by the Parent's, the Company's, and their direct and indirect subsidiaries' policies and procedures, which policies and procedures may be amended from time to time, at the Company's sole discretion and employees will be notified of any amendments to such policies and procedures.

8. Your employment with the Company is at will. The Company may terminate your employment at any time upon written notice, and for any reason or no reason, provided that in the event that the Company terminates your employment without "Cause," the Company must provide written notice of not less than four (4) weeks ("**Notice Period**"), unless otherwise agreed to in writing by you and the Company. Notwithstanding any provision to the contrary contained in **Exhibit A,** you shall be entitled to terminate your employment with the Company at any time and for any reason or no reason by giving notice in writing to the Company of not less than four (4) weeks, unless otherwise agreed to in writing by you and the Company. In the event of such notice, the Company reserves the right, in its discretion, to give immediate effect to your resignation or termination in lieu of requiring or allowing you to continue work throughout the Notice Period; provided that the Company pays your Base Salary in lieu of the Notice Period. You shall continue to be an employee of the Company during the Notice Period, and thus owe to the Company the same duty of loyalty you owed it prior to giving notice of your termination. The

Company may, during the Notice Period, relieve you of all of your duties and prohibit you from entering the Company's offices.

9. You shall not make any statement that would libel, slander or disparage the Company, any member of the Company or its affiliates or any of their respective past or present officers, directors, managers, stockholders, employees or agents.

10. While we look forward to a long and profitable relationship, you will be an at-will employee of the Company as described in Section 8 of this letter and Section 3 of **Exhibit A**. Any statements or representations to the contrary (and, indeed, any statements contradicting any provision in this letter) are, and should be regarded by you, as ineffective. Further, your participation in any benefit program or other Company program, if any, is not to be regarded as assuring you of continuing employment for any particular period of time.

11. Please note that because of employer regulations adopted in the Immigration Reform and Control Act of 1986, within three (3) business days of starting your new position you will need to present documentation establishing your identity and demonstrating that you have authorization to work in the United States. If you have questions about this requirement, which applies to U.S. citizens and non-U.S. citizens alike, you may contact our personnel office.

12. It should also be understood that all offers of employment are conditioned on the Company's completion of a satisfactory background check, including a drug screening process.

The Company reserves the right to perform background checks during the term of your employment, subject to compliance with applicable laws. **You will be required to execute forms authorizing such a background check.**

13. This letter along with its Exhibits and the documents referred to herein constitute the entire agreement and understanding of the parties with respect to the subject matter of this letter, and supersede all prior understandings and agreements, including but not limited to severance, employment or similar agreements, whether oral or written, between or among you and the Company or its predecessor with respect to the specific subject matter hereof.

14. In the event of a conflict between the terms of this letter and the provisions of **Exhibit A**, the terms of this letter shall prevail.

15. Notwithstanding any other provision herein, the Company shall be entitled to withhold from any amounts otherwise payable hereunder any amounts required to be withheld in respect to federal, state or local taxes.

16. If the Company terminates your employment without "Cause" or you voluntarily terminate your employment for a "Good Reason" (each a "**Qualifying Termination**"), so long as you (i) execute on or before the Release Expiration Date (as defined below), and do not revoke within any time provided by the Company to do so, a separation agreement and release of all claims in a form provided to you by the Company (the "**Release**"), which Release will, among other things, release the Company and its affiliates, shareholders, members, partners, officers, managers, directors, fiduciaries, employees, representatives, agents and benefit plans (and fiduciaries of such plans) from any and all claims, including any and all causes of action arising out of your employment and relationship with the Company or the termination of such employment or relationship, but excluding all claims to severance payments you may have under this Section 16; and (ii) abide by the terms of the Company's standard "Employment and Restrictive Covenants Agreement" (attached to this letter as **Exhibit A**) and any other post-employment

obligations that you may owe to the Company, then the Company will provide you the payments and benefits set forth in paragraphs (A)-(D) below.

(A) The Company will make severance payments to you in a total amount equal to six (6) (or, if such termination occurs within the Change of Control Period (as defined below), twelve (12) months' worth of your Base Salary as in effect on the date of such termination) (such total severance payments being referred to as the "**Severance Payment**"). The Severance Payment will be divided into substantially equal installments paid over the six (6)-month period or, if during the Change in Control Period, the twelve (12)-month period (such period, the "**Severance Period**") following the date on which your employment terminates (the "**Termination Date**"). On the Company's first regularly scheduled pay date that is on or after the date that is sixty (60) days after the Termination Date (the "**First Payment Date**"), the Company will pay to you, without interest, the aggregate amount payable pursuant to any installments that would have been paid during the period beginning on the Termination Date and ending on the First Payment Date had the installments been paid on the Company's regularly scheduled pay dates on or following the Termination Date, and, subject to Section 17 of this letter, each of the remaining installments will be paid on the Company's regularly schedules pay dates during the remainder of the Severance Period.

As used herein, (1) the "**Change of Control Period**" means the one (1)-year period immediately following a Change of Control and the three-month period immediately preceding a Change of Control and (2) "**Change of Control**" has the meaning set forth in the Jamf Holding Corp Omnibus Incentive Plan.

For purposes of this section, "**Cause**" and "**Good Reason**" have the meaning set forth in **Exhibit B** attached hereto.

(B) Subject to your eligibility and timely election to continue coverage for you and your spouse and eligible dependents, if any, under the Company's group health plans pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("**COBRA**"), the Company will, at its option pay or reimburse you on a monthly basis for the difference between the amount you pay to effect and continue such coverage and the employee contribution amount that similarly situated employees of the Company pay for the same or similar coverage under such group health plans (the "**COBRA Benefit**"). Each payment of the COBRA Benefit will be paid on or about the Company's first regularly scheduled pay date in the calendar month immediately following the calendar month in which you submit to the Company documentation of the applicable premium payment having been paid by you, which documentation will be submitted by you to the Company within thirty (30) days following the date on which the applicable premium payment is paid. You will be eligible to receive such reimbursement payments until the earliest of: (i) the expiration of the Severance Period; (ii) the date you are no longer eligible to receive COBRA continuation coverage; and (iii) the date on which you become eligible to receive coverage under a group health plan sponsored by another employer (and you agree to promptly report any such eligibility to the Company); *provided, however*, that the election of COBRA continuation coverage and the payment of any premiums due with respect to such COBRA continuation coverage will remain your sole responsibility, and the Company will not assume any obligation for payment of any such premiums relating to such COBRA continuation coverage.

(C) (i) In the event of any such Qualifying Termination (including if such Qualifying Termination occurs within the Change of Control Period), the Company will also pay to you a prorated Bonus for the calendar year that includes the Termination Date, based on deemed achievement of the performance criteria at target levels, and with the pro-ration determined

by multiplying the amount of the such Bonus (if any) which would be due for the full calendar year had you remained employed by a fraction, the numerator of which is the number of days during the calendar year of termination that you are employed by the Company and the denominator of which is 365 (the "**Prorated Bonus**"), payable in a lump sum on the First Payment Date, and (ii) in the event any such Qualifying Termination occurs during the Change in Control Period, 100% of your outstanding unvested equity awards that vest based on continued employment or service will accelerate and vest as of the Termination Date.

(D) The Company will pay to you (i) any unpaid Base Salary through the Termination Date; (ii) any Bonus earned but unpaid with respect to the calendar year ending on or preceding the Termination Date; (iii) any accrued but unused vacation, payable in accordance with the company's vacation policy as in effect on the Termination Date, and (iv) reimbursement for any unreimbursed business expenses incurred through the Termination Date (collectively, the "**Accrued Benefits**"), payable in a lump sum on the First Payment Date.

If the Release is not executed and returned to the Company on or before the Release Expiration Date (as defined below), and the required revocation period has not fully expired without revocation of the Release by you, then you will not be entitled to any portion of the payments or benefits contemplated by Section 16(A) through 16(C). As used herein, the "**Release Expiration Date**" is that date that is twenty-one (21) days following the date upon which the Company delivers the Release to you (which will occur no later than seven (7) days after the Termination Date) or, in the event that such termination of employment is determined by the Company to be "in connection with an exit incentive or other employment termination program" (as such phrase is defined in the Age Discrimination in Employment Act of 1967), the date that is forty-five (45) days following such delivery date.

17. The intent of the parties is that payments and benefits under this letter be exempt from or comply with Code Section 409A and the regulations and guidance promulgated thereunder (collectively **"Code Section 409A")** and, accordingly, to the maximum extent permitted, this letter shall be interpreted to be in compliance therewith. In no event whatsoever shall the Company be liable for any additional tax, interest or penalty that may be imposed on you by Code Section 409A or damages for failing to comply with Code Section 409A. A termination of employment shall not be deemed to have occurred for purposes of any provision of this letter providing for the payment of any amounts or benefits upon or following a termination of employment unless such termination is also a "separation from service" within the meaning of Code Section 409A and, for purposes of any such provision of this letter, references to a "termination," "termination of employment" or like terms shall mean "separation from service." Notwithstanding anything to the contrary in this Agreement, if you are deemed on the date of termination to be a "specified employee" within the meaning of that term under Code Section 409A(a)(2)(B), then with regard to any payment or the provision of any benefit that is considered deferred compensation under Code Section 409A payable on account of a "separation from service," such payment or benefit shall not be made or provided until the date which is the earlier of (A) the expiration of the six (6)-month period measured from the date of such "separation from service", and (B) the date of your death, to the extent required under Code Section 409A. For purposes of Code Section 409A, your right to receive any installment payments pursuant to this letter shall be treated as a right to receive a series of separate and distinct payments. To the extent that reimbursements or other in-kind benefits under this letter constitute "nonqualified deferred compensation" for purposes of Code Section 409A, (a) all such expenses or other reimbursements hereunder shall be made on or prior to the last day of the taxable year following the taxable year in which such expenses were incurred by you, (b) any right to such reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit, and (c) no such reimbursement, expenses eligible for reimbursement, or in-kind benefits provided in any taxable year shall in any way affect the expenses

eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year. Notwithstanding any other provision of this letter to the contrary, in no event shall any payment under this letter that constitutes "nonqualified deferred compensation" for purposes of Code Section 409A be subject to offset by any other amount unless otherwise permitted by Code Section 409A. To the extent, if any, that the aggregate amount of the installments of the Severance Payment that would otherwise be paid pursuant to Section 16 after March 15 of the calendar year following the calendar year in which the Termination Date occurs (the "**Applicable March 15**") exceeds the maximum exemption amount under Treasury Regulation Section 1.409A-1(b)(9)(iii)(A), then such excess shall be paid to you in a lump sum on the Applicable March 15 (or the first business day preceding the Applicable March 15 if the Applicable March 15 is not a business day) and the installments of the Severance Payment payable after the Applicable March 15 shall be reduced by such excess (beginning with the installment first payable after the Applicable March 15 and continuing with the next succeeding installment until the aggregate reduction equals such excess).

18. Notwithstanding anything to the contrary in this Agreement, if you are a "disqualified individual" (as defined in Section 280G(c) of the Code), and the payments and benefits provided for in this Agreement, together with any other payments and benefits which you have the right to receive from the Company or any of its affiliates, would constitute a "parachute payment" (as defined in Section 280G(b)(2) of the Code), then the payments and benefits provided for in this Agreement will be either (a) reduced (but not below zero) so that the present value of such total amounts and benefits received by you from the Company or any of its affiliates will be one dollar ($1.00) less than three times your "base amount" (as defined in Section 280G(b)(3) of the Code) and so that no portion of such amounts and benefits received by you will be subject to the excise tax imposed by Section 4999 of the Code or (b) paid in full, whichever produces the better net after-tax position to you (taking into account any applicable excise tax under Section 4999 of the Code and any other applicable taxes). The reduction of payments and benefits hereunder, if applicable, will be made by reducing, first, payments or benefits to be paid in cash hereunder in the order in which such payment or benefit would be paid or provided (beginning with such payment or benefit that would be made last in time and continuing, to the extent necessary, through to such payment or benefit that would be made first in time) and, then, reducing any benefit to be provided in-kind hereunder in a similar order. The determination as to whether any such reduction in the amount of the payments and benefits provided hereunder is necessary will be made by the Company in good faith. If a reduced payment or benefit is made or provided and through error or otherwise that payment or benefit, when aggregated with other payments and benefits from the Company or any of its affiliates used in determining if a "parachute payment" exists, exceeds one dollar ($1.00) less than three times your base amount, then you will immediately repay such excess to the Company upon notification that an overpayment has been made. Nothing in this Section 18 will require the Company to be responsible for, or have any liability or obligation with respect to, your excise tax liabilities under Section 4999 of the Code.

19. The effective date of employment under the terms of this offer is October 28th, 2024 ("**Start Date**"). If you decide to accept the terms of this letter, and I hope you will, please signify your acceptance of these conditions of employment by signing and dating the enclosed copy of this letter and its Exhibit A and returning them to me.

By signing this letter and **Exhibit A** attached hereto, you represent and warrant that you have had the opportunity to seek the advice of independent counsel before signing and have either done so, or have freely chosen not to do so, and either way, you sign this letter voluntarily.

Very truly yours,

/s/John Strosahl
John Strosahl
Chief Executive Officer

I have read and understood this letter and **Exhibit A** attached and hereby acknowledge, accept and agree to the terms set forth therein.

/s/ David Rudow Date signed: 9/23/2024
Signature
Name: David Rudow

LIST OF EXHIBITS

Exhibit A: Employment and Restrictive Covenants Agreement
Exhibit B: Certain Definitions

EMPLOYMENT AND RESTRICTIVE COVENANTS AGREEMENT

This Employment and Restrictive Covenants Agreement (the "**Agreement**") is made effective as of October 28, 2024 (the "**Effective Date**"), by and between JAMF Holdings Inc. (together with its affiliates and related companies, hereafter referenced as "**Company**") and David Rudow (hereafter referenced as "**Employee**").

1. **PURPOSE.** In connection with Employee's employment by the Company (the "**Employment**"), Employee and the Company wish to set forth the terms and conditions under which Employee will be employed by the Company, and certain restrictions applicable to Employee as a result of the Employment with the Company. This Agreement is intended: to allow the parties to engage in the Employment, with the Company giving Employee access to the Company's customers, employees, and Confidential Information (as that term is defined below); to protect the Company's business, information, and relationships against unauthorized competition, solicitation, recruitment, use, or disclosure; and to clarify Employee's legal rights and obligations.

2. **THE BUSINESS OF THE COMPANY.** The Company is engaged in the business of investing and operating in software and technology-enabled businesses, including a continuous program of research, development, production and marketing (collectively the "**Business**" of the Company). Employee acknowledges that the Company has a legitimate interest in protecting its Confidential Information, trade secrets, customer relationships, customer goodwill, employee relationships, and the special investment and training given to Employee.

3. **"AT WILL" EMPLOYMENT OF EMPLOYEE.** Employee shall perform such duties or responsibilities as assigned to Employee from time to time. The Parties acknowledge that Employee's employment by the Company at all times is and shall remain "at will," and may be terminated by either Party at any time, with or without notice and with or without cause. Employee acknowledges that but for Employee's execution of this Agreement, Employee would not be employed by the Company.

   a. Employee acknowledges that Employee's duties shall entail Employee's contact with the Company's customers to whom Employee is introduced, to which Employee is assigned, whose accounts Employee shall oversee, or for which Employee otherwise is directly or indirectly responsible. Employee further acknowledges that Employee will be given the use of the Company's Confidential Information. Employee acknowledges that the Company's goodwill with its customers and customer prospects, as well as the Company's Confidential Information, are among the most valuable assets of the Company's Business. Accordingly, Employee hereby agrees, acknowledges, covenants, represents and warrants that at all times during Employee's employment with the Company, Employee will faithfully perform Employee's duties with the utmost loyalty to the Company, and will owe a fiduciary duty and duty of loyalty to the Company. Employee agrees that during employment, Employee will do nothing disloyal or adverse to the Company or the Company's Business, or which creates any conflict of interest with the Company or the Business of the Company. Employee will abide by the policies of the Company at all times during Employee's employment, and acknowledges that the Company may unilaterally change its policies, practices, and procedures at any time, at the sole discretion of the Company. Employee understands and acknowledges that all equipment, communication devices, physical property, documents, information, data bases, furniture, accessories, premises, and any other items provided to Employee while employed by Company, shall at all times remain the

sole property of the Company, and as such, Employee shall have no reasonable expectation of privacy when using such items.

b. Employee acknowledges that Employee will be afforded an investment of time, training, money, trust, exposure to the public, or exposure to customers, vendors, suppliers, investors, joint venture partners, or other business relationships of the Company during the course of the Employment, and Employee's position gives Employee a high level of influence or credibility with the Company's customers, vendors, suppliers, or other business relationships. Employee understands and acknowledges that Employee will possess specialized skills, learning, abilities, customer contacts, or customer information by reason of working for the Company.

c. Employee acknowledges that, through Employee's employment with the Company, Employee may customarily and regularly solicit customers and/or prospective customers for the Company, and/or engage in making sales or obtaining orders or contracts for products or services.

d. Employee understands that the Company has specifically instructed him/her to refrain from bringing to the Company any documents or materials or intangibles of a former employer or third party that are not in the public domain, or have not been legally transferred or licensed to the Company, or that might constitute the confidential information or trade secrets of a prior employer. Employee agrees that when performing duties on behalf of the Company, he/she will not breach any invention assignment, proprietary information, confidentiality, noncompetition, nonsolicitation or other similar agreement with any former employer or other party.

1. **DUTY OF LOYALTY.** Employee understands that his/her employment and provision of services on behalf of the Company requires Employee's undivided attention and effort. Accordingly, during Employee's employment, Employee agrees that he/she will not, without the Company's express prior written consent, (i) engage in any other business activity, unless such activity is: (a) for passive investment purposes not otherwise prohibited by this Agreement and will not require Employee to render any services; or (b) in connection with any service as a board member to an enterprise not in competition with the business of the Company, (ii) be engaged or interested, directly or indirectly, alone or with others, in any trade, business or occupation in competition with the Company, (iii) take steps, alone or with others, to engage in competition with the Company in the future, or (iv) appropriate for Employee's own benefit business opportunities pertaining to the Company's Business.

2. **INVENTIONS**

a. **Prior Inventions.** Attached hereto as Schedule 1 is a complete and accurate list describing all Inventions (as defined below) which were conceived, discovered, created, invented, developed and/or reduced to practice by Employee prior to the commencement of his/her Employment that have not been legally assigned or licensed to the Company (collectively: "Prior Inventions"). If there are no such Prior Inventions, Employee shall initial Schedule 1 to indicate Employee has no Prior Inventions to disclose.

Employee acknowledges and agrees that if in the course of Employee's employment, Employee incorporates or causes to be incorporated into a Company product, service, process, file, system, application or program a Prior Invention, Employee will grant the Company a non-exclusive, royalty-free, irrevocable, perpetual, worldwide, sublicensable and assignable license to

make, have made, copy, modify, make derivative works of, use, offer to sell, sell or otherwise distribute such Prior Invention as part of or in connection with such product, process, file, system, application or program.

b. **Disclosure and Assignment of Inventions.** Employee agrees to promptly disclose to the Company in writing all Inventions (as defined below) that Employee conceives, develops and/or first reduces to practice or create, either alone or jointly with others, during the period of Employee's Employment, and for a period of three (3) months thereafter, whether or not in the course of Employee's Employment. Employee further assigns and agrees to assign all of Employee's rights, title and interest in the Inventions to the Company. In the event that the Company is unable for any reason to secure Employee's signature to any document required to file, prosecute, register or memorialize the ownership and/or assignment of any Invention, Employee hereby irrevocably designates and appoints the Company's duly authorized officers and agents as Employee's agents and attorneys-in-fact to act for and on Employee's behalf and stead to (i) execute, file, prosecute, register and/or memorialize the assignment and/or ownership of any Invention; (ii) to execute and file any documentation required for such enforcement and (iii) do all other lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment and/or ownership of, issuance of and enforcement of any Inventions, all with the same legal force and effect as if executed by Employee.

   Employee acknowledges that he/she is not entitled to use the Inventions for Employee's own benefit or the benefit of anyone except the Company without written permission from the Company, and then only subject to the terms of such permission. Employee further agrees that Employee will communicate to the Company, as directed by the Company, any facts known to Employee and testify in any legal proceedings, sign all lawful papers, make all rightful oaths, execute all divisionals, continuations, continuations-in-part, foreign counterparts, or reissue applications, all assignments, all registration applications and all other instruments or papers to carry into full force and effect, the assignment, transfer and conveyance hereby made or to be made and generally do everything possible for title to the Inventions to be clearly and exclusively held by the Company as directed by the Company.

   For purposes of this Agreement, "Inventions" means, without limitation, any and all formulas, algorithms, processes, techniques, concepts, designs, developments, technology, ideas, patentable and unpatentable inventions and discoveries, copyrights and works of authorship in any media now known or hereafter invented (including computer programs, source code, object code, hardware, firmware, software, mask work, applications, files, internet site content, databases and compilations, documentation and related items) patents, trade and service marks, logos, trade dress, corporate names and other source indicators and the good will of any business symbolized thereby, trade secrets, know-how, confidential and proprietary information, documents, analyses, research and lists (including current and potential customer and user lists) and all applications and registrations and recordings, improvements and licenses that (i) relate in any manner, whether at the time of conception, design or reduction to practice, to the Company's Business or its actual or demonstrably

anticipated research or development; (ii) result from any work performed by Employee on behalf of the Company; or (iii) result from the use of the Company's equipment, supplies, facilities, Confidential Information or Trade Secrets.

Employee recognizes that Inventions or proprietary information relating to Employee's activities while working for the Company, and conceived, reduced to practice, created, derived, developed, or made by Employee, alone or with others, within three (3) months after termination of Employee's employment may have been conceived, reduced to practice, created, derived, developed, or made, as applicable, in significant part while Employee was employed by the Company. Accordingly, Employee agrees that such Inventions and proprietary information shall be presumed to have been conceived, reduced to practice, created, derived, developed, or made, as applicable, during Employee's employment with the Company and are to be assigned to the Company pursuant to this Agreement and applicable law unless and until Employee has established the contrary by clear and convincing evidence.

c. **Work for Hire.** Employee acknowledges and agrees that any copyrightable works prepared by Employee within the scope of Employee's employment are "works made for hire" under the Copyright Act and that the Company will be considered the author and owner of such copyrightable works. Any copyrightable works the Company specially commissions from Employee while Employee is employed also shall be deemed a work made for hire under the Copyright Act and if for any reason such work cannot be so designated as a work made for hire, Employee agrees to and hereby assigns to the Company, as directed by the Company, all right, title and interest in and to said work(s). Employee further agrees to and hereby grants the Company, as directed by the Company, a non-exclusive, royalty-free, irrevocable, perpetual, worldwide, sublicensable and assignable license to make, have made, copy, modify, make derivative works of, use, publicly perform, display or otherwise distribute any copyrightable works Employee creates during Employee's Employment.

d. **Assignment of Other Rights.** In addition to the foregoing assignment of Inventions to the Company, Employee hereby irrevocably transfers and assigns to the Company: (i) all worldwide patents, patent applications, copyrights, mask works, trade secrets and other intellectual property rights in any Inventions; and (ii) any and all "Moral Rights" (as defined below) that Employee may have in or with respect to any Inventions. Employee also hereby forever waives and agrees never to assert any and all Moral Rights Employee may have in or with respect to any Inventions, even after termination of Employee's work on behalf of the Company. "Moral Rights" mean any rights to claim authorship of any Inventions, to object to or prevent the modification of any Inventions, or to withdraw from circulation or control the publication or distribution of any Inventions, and any similar right, existing under applicable judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is denominated or generally referred to as a "moral right."

e. **Applicability to Past Activities.** To the extent Employee has been engaged to provide services by the Company or its predecessor for a period of time before the effective date of this Agreement (the "Prior Engagement Period"), Employee agrees that if and to the extent that, during the Prior Engagement Period: (i) Employee received access to any information from or on behalf of the Company that would have been proprietary information if Employee had received access to such information during the period of Employee's Employment with the Company under this Agreement; or (ii) Employee conceived, created, authored, invented, developed or reduced to practice any item, including any intellectual property rights with respect thereto, that would have been an Invention if conceived, created, authored, invented, developed or reduced to practice during the period of Employee's Employment with the Company under this Agreement; then any such information shall be deemed proprietary information hereunder and any such item shall be deemed an Invention hereunder, and this Agreement shall apply to such information or item as if conceived, created, authored, invented, developed or reduced to practice under this Agreement.

6- <u>NONDISCLOSURE AGREEMENT</u>.

a. Employee expressly agrees that, throughout the term of Employee's Employment with the Company and at all times following the termination of Employee's Employment from the Company, for so long as the information remains confidential, Employee will not use or disclose any Confidential Information disclosed to Employee by the Company, other than for the purpose to carry out the Employment for the benefit of the Company (but in all cases preserving confidentiality by following the Company's policies and obtaining appropriate nondisclosure agreements). Employee shall not, directly or indirectly, use or disclose any Confidential Information to third parties, nor permit the use by or disclosure of Confidential Information by third parties. Employee agrees to take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information in order to prevent it from falling into the public domain or into the possession of any Competing Business or any persons other than those persons authorized under this Agreement to have such information for the benefit of the Company.

   Employee agrees to notify the Company in writing of any actual or suspected misuse, misappropriation, or unauthorized disclosure of Confidential Information that may come to Employee's attention. Employee acknowledges that if Employee discloses or uses knowledge of the Company's Confidential Information to gain an advantage for Employee, for any Competing Business, or for any other person or entity other than the Company, such an advantage so obtained would be unfair and detrimental to the Company.

b. Employee expressly agrees that Employee's duty of non-use and non-disclosure shall continue indefinitely for any information of the Company that constitutes a Trade Secret under applicable law, so long as such information remains a Trade Secret.

c. Employee shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that—(A) is made—(i) in confidence to a Federal, State, or local government official, either

directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

d. Nothing in this Agreement is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. § 1833(b). Accordingly, the parties to this Agreement have the right to disclose in confidence trade secrets to federal, state, and local government officials, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law. The parties also have the right to disclose trade secrets in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal and protected from public disclosure.

7. **RETURN OF COMPANY PROPERTY AND MATERIALS.** Any Confidential Information, trade secrets, materials, equipment, information, documents, electronic data, or other items that have been furnished by the Company to Employee in connection with the Employment are the exclusive property of the Company and shall be promptly returned to the Company by Employee, accompanied by all copies of such documentation, immediately when the Employment has been terminated or concluded, or otherwise upon the written request of the Company. Employee shall not retain any copies of any Company information or other property after the Employment ends, and shall cooperate with the Company to ensure that all copies, both written and electronic, are immediately returned to the Company. Employee shall cooperate with Company representatives and allow such representatives to oversee the process of erasing and/or permanently removing any such Confidential Information or other property of the Company from any computer, personal digital assistant, phone, or other electronic device, or any cloud-based storage account or other electronic medium owned or controlled by Employee.

8. **LIMITED NONCOMPETE AGREEMENT.** Employee expressly agrees that Employee will not (either directly or indirectly, by assisting or acting in concert with others) Compete with the Company during the Restricted Period within the Restricted Territory.

9. **NONSOLICITATION OF CUSTOMERS/PROSPECTIVE CUSTOMERS.** Employee expressly agrees that during the Restricted Period, Employee will not (either directly or indirectly, by assisting or acting in concert with others), on behalf of himself/herself or any other person, business, entity, including but not limited to on behalf of a Competing Business, call upon, solicit, or attempt to call upon or solicit any business from any Customer or Prospective Customer for the purpose of providing services substantially similar to the Services.

10- **NONRECRUITMENT OF EMPLOYEES.** Employee expressly agrees that during the Restricted Period, Employee will not, on behalf of himself/herself or any other person, business, or entity (either directly or indirectly, by assisting or acting in concert with others), solicit, recruit, or encourage, or attempt to solicit, recruit, or encourage any of the Company's employees, in an effort to hire such employees away from the Company, or to encourage any of the Company's employees to leave employment with the Company to work for a Competing Business.

11. **REMEDIES; INDEMNIFICATION.** Employee agrees that the obligations set forth in this Agreement are necessary and reasonable in order to protect the Company's legitimate business interests and (without limiting the foregoing) that the obligations set forth in Sections 8, 9 and 10 are necessary and reasonable in order to protect the Company's legitimate business interests in protecting its Confidential Information, Trade Secrets, customer and employee relationships and the goodwill associated therewith. Employee expressly agrees that due to the unique nature of the Company's

Confidential Information, and its relationships with its Customers and other employees, monetary damages would be inadequate to compensate the Company for any breach by Employee of the covenants and agreements set forth in this Agreement. Accordingly, Employee agrees and acknowledges that any such violation or threatened violation shall cause irreparable injury to the Company and that, in addition to any other remedies that may be available in law, in equity, or otherwise, the Company shall be entitled: (a) to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by Employee, without the necessity of proving actual damages; and (b) to be indemnified by Employee from any loss or harm; and (c) to recover any costs or attorneys' fees, arising out of or in connection with any breach by Employee or enforcement action relating to Employee's obligations under this Agreement.

12. **INJUNCTIVE RELIEF; TOLLING.** Notwithstanding the arbitration provisions contained herein, or anything else to the contrary in this Agreement, Employee understands that the violation of any restrictive covenants of this Agreement may result in irreparable and continuing damage to the Company for which monetary damages will not be sufficient, and agrees that Company will be entitled to seek, in addition to its other rights and remedies hereunder or at law and both before or while an arbitration is pending between the parties under this Agreement, a temporary restraining order, preliminary injunction or similar injunctive relief from a court of competent jurisdiction in order to preserve the status quo or prevent irreparable injury pending the full and final resolution of the dispute through arbitration, without the necessity of showing any actual damages or that monetary damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. The aforementioned injunctive relief shall be in addition to, not in lieu of, legal remedies, monetary damages or other available forms of relief through arbitration proceedings. This Section shall not be construed to limit the obligation for either party to pursue arbitration. The Restricted Period as defined in this Agreement may be extended during the pendency of any litigation (including appeals) or arbitration proceeding, in order to give the Company the full protection of the restrictive covenants as described in this Agreement.

13. **DEFINITIONS.** For all purposes throughout this Agreement, the terms defined below shall have the respective meanings specified in this section.

a. **"Customer"** of the Company shall mean any business or entity with which Employee had Material Contact, for the purpose of providing Services, during the twelve (12) months preceding Employee's termination date.

b. **"Compete"** shall mean to provide Competitive Services, whether Employee is acting on behalf of himself/herself, or in conjunction with or in concert with any other entity, person, or business, including activities performed while working for or on behalf of a Customer.

c. **"Competitive Services"** shall mean the business or process of researching into, developing, manufacturing, distributing, selling, supplying or otherwise dealing with (including but not limited to technical and product support, professional services, technical advice and other customer services) software for macOS, iOS, tvOS, and watchOS, in each case, with respect to device management and enterprise mobility management and related services to businesses and individuals in any of the commercial, governmental or educational markets in North America, Japan, Australia, and Europe and any other geographic region in which the Company operates and/or generates revenue, and any other services of the type or similar to the type provided, conducted, authorized, or offered by the Company or any predecessor within the two (2) years prior to the termination of your employment.

d. **"Competing Business"** shall mean any entity, including but not limited to any person, company, partnership, corporation, limited liability company, association, organization or other entity that provides Competitive Services.

e. **"Confidential Information"** shall mean sensitive business information having actual or potential value to the Company because it is not generally known to the general public or ascertainable by a Competing Business, and which has been disclosed to Employee, or of which Employee will become aware, as a consequence of the Employment with the Company, including any information related to: the Company's investment strategies, management planning information, business plans, operational methods, market studies, marketing plans or strategies, patent information, business acquisition plans, past, current and planned research and development, formulas, methods, patterns, processes, procedures, instructions, designs, inventions, operations, engineering, services, drawings, equipment, devices, technology, software systems, price lists, sales reports and records, sales books and manuals, code books, financial information and projections, personnel data, names of customers, customer lists and contact information, customer pricing and purchasing information, lists of targeted prospective customers, supplier lists, product/service and marketing data and programs, product/service plans, product development, advertising campaigns, new product designs or roll out, agreements with third parties, or any such similar information. Confidential Information shall also include any information disclosed to the Company by a third party (including, but not limited to, current or prospective customers) that the Company is obliged to treat as confidential. Confidential Information may be in written or non-written form, as well as information held on electronic media or networks, magnetic storage, cloud storage service, or other similar media. The Company has invested and will continue to invest extensive time, resources, talent, and effort to develop its Confidential Information, all of which generates goodwill for the Company. Employee acknowledges that the Company has taken reasonable and adequate steps to control access to the Confidential Information and to prevent unauthorized disclosure, which could cause injury to the Company. This definition shall not limit any broader definition of "confidential information" or any equivalent term under applicable state or federal law.

f. **"Material Contact"** shall mean actual contact between Employee and a Customer with whom Employee dealt on behalf of the Company; or whose dealings with the Company were coordinated or supervised by Employee; or who received goods or services from the Company that resulted in payment of commissions or other compensation to Employee; or about whom Employee obtained Confidential Information because of Employee's Employment with the Company.

g. **"Prospective Customer"** shall mean any business or entity with whom Employee had Material Contact, for the purpose of attempting to sell or provide Services, and to whom Employee provided a bid, quote for Services, or other Confidential Information of the Company, during the twelve (12) months preceding Employee's termination date.

h. **"Restricted Period"** shall mean the entire term of Employee's employment with the Company and a two (2) year period immediately following the termination of Employee's employment, unless otherwise delineated or described in the "end notes and exceptions" at the end of this Agreement.

i. **"Restricted Territory"** shall mean the geographic area in which or with respect to which Employee provided or attempted to provide any Services or performed operations on behalf of the Company as of the date of termination or during the twelve (12) months preceding Employee's termination date.

j. **"Trade Secrets"** shall mean the business information of the Company that is competitively sensitive and which qualifies for trade secrets protection under applicable trade secrets laws, including but not limited to the Defend Trade Secrets Act. This definition shall not limit any broader definition of "trade secret" or any equivalent term under any applicable local, state or federal law.

k. **"Services"** shall mean the types of work product, processes and work-related activities relating to the Business of the Company performed by Employee during the Employment.

14. **MANDATORY ARBITRATION CLAUSE; NO JURY TRIAL.** A Party may bring an action in court to obtain a temporary restraining order, injunction, or other equitable relief available in response to any violation or threatened violation of the restrictive covenants set forth in this Agreement. Otherwise, Employee expressly agrees and acknowledges that the Company and Employee will utilize binding arbitration to resolve all disputes that may arise out of the employment context.

a. Both the Company and Employee hereby agree that any claim, dispute, and/or controversy that Employee may have against the Company (or its owners, directors, officers, managers, employees, agents, insurers and parties affiliated with its employee benefit and health plans), or that the Company may have against Employee, arising from, related to, or having any relationship or connection whatsoever to the Employment, shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act (9 U.S.C. §§ 1, ***et seq.)*** in conformity with the Federal Rules of Civil Procedure. Included within the scope of this Agreement are all disputes including, but not limited to, any claims alleging employment discrimination, harassment, hostile environment, retaliation, whistleblower protection, wrongful discharge, constructive discharge, failure to grant leave, failure to reinstate, failure to accommodate, tortious conduct, breach of contract, and/or any other claims Employee may have against the Company for any exemption misclassification, unpaid wages or overtime pay, benefits, payments, bonuses, commissions, vacation pay, leave pay, workforce reduction payments, costs or expenses, emotional distress, pain and suffering, or other alleged damages arising out of the Employment or termination. Also included are any claims based on or arising under Title VII, 42 USC Section 1981, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Family and Medical Leave Act, the Fair Labor Standards Act, Sarbanes-Oxley, all as amended, or any other state or federal law or regulation, equitable law, or otherwise relating in any way to the employment relationship.

b. Nothing herein, however, shall prevent Employee from filing and pursuing proceedings before the United States Equal Employment Opportunity Commission or similar state agency (although if Employee chooses to pursue any type of claim for relief following the exhaustion of such administrative remedies, such claim would be subject to resolution under these mandatory arbitration provisions). In addition, nothing herein shall prevent Employee

from filing an administrative claim for unemployment benefits or workers' compensation benefits.

c. Nothing in the confidentiality or nondisclosure or other provisions of this Agreement shall be construed to limit Employee's right to respond accurately and fully to any question, inquiry or request for information when required by legal process or from initiating communications directly with, or responding to any inquiry from, or providing testimony before, any self-regulatory organization or state or federal regulatory authority, regarding the Company, Employee's Employment, or this Agreement. Employee is not required to contact the Company regarding the subject matter of any such communications before engaging in such communications. Employee also understands that Employee shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (1) is made (a) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and (b) solely for the purpose of reporting or investigating a suspected violation of law; or (2) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Employee also understands that disclosure of trade secrets to attorneys, in legal proceedings if disclosed under seal, or pursuant to court order is also protected under 18 U.S. Code §1833 when disclosure is made in connection with a retaliation lawsuit based on the reporting of a suspected violation of law.

d. In addition to any other requirements imposed by law, the arbitrator selected shall be a qualified individual mutually selected by the Parties, and shall be subject to disqualification on the same grounds as would apply to a judge. All rules of pleading, all rules of evidence, all statutes of limitations, all rights to resolution of the dispute by means of motions for summary judgment, and judgment on the pleadings shall apply and be observed. Resolution of the dispute shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis (including but not limited to, notions of "just cause") other than such controlling law. Likewise, all communications during or in connection with the arbitration proceedings are privileged. The arbitrator shall have the authority to award appropriate substantive relief under relevant laws, including the damages, costs and attorneys' fees that would be available under such laws.

e. Employee's initial share of the arbitration fee shall be in an amount equal to the filing fee as would be applicable in a court proceeding, or $100, whichever is less. Beyond the arbitration filing fee, Employer will bear all other fees, expenses and charges of the arbitrator.

f. Employee understands and agrees that all claims against the Company must be brought in Employee's individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. Employee understands that there is no right or authority for any dispute to be heard or arbitrated on a collective action basis, class action basis, as a private attorney general, or on bases involving claims or disputes brought in a representative capacity on behalf of the general public, on behalf of other Company employees (or any of them) or on behalf of other persons alleged to be similarly situated. Employee understands that there are no bench or jury trials

and no class actions or representative actions permitted under this Agreement. The Arbitrator shall not consolidate claims of different employees into one proceeding, nor shall the Arbitrator have the power to hear an arbitration as a class action, collective action, or representative action. The interpretation of this subsection shall be decided by a judge, not the Arbitrator.

g. Procedure. Employee and Company agree that prior to the service of an Arbitration Demand, the parties shall negotiate in good faith for a period of thirty (30) days in an effort to resolve any arbitrable dispute privately, amicably and confidentially. To commence an arbitration pursuant to this Agreement, a party shall serve a written arbitration demand (the "Demand") on the other party by hand delivery or via overnight delivery service (in a manner that provides proof of receipt by respondent). The Demand shall be served before expiration of the applicable statute of limitations. The Demand shall describe the arbitrable dispute in sufficient detail to advise the respondent of the nature and basis of the dispute, state the date on which the dispute first arose, list the names and addresses of every person whom the claimant believes does or may have information relating to the dispute, including a short description of the matter(s) about which each person is believed to have knowledge, and state with particularity the relief requested by the claimant, including a specific monetary amount, if the claimant seeks a monetary award of any kind. If respondent does not provide a written Response to the Demand, all allegations will be considered denied. The parties shall confer in good faith to attempt to agree upon a suitable arbitrator, and if unable to do so, they will select an arbitrator from the American Arbitration Association ("AAA")'s employment arbitration panel for the area. The arbitrator shall allow limited discovery, as appropriate in his or her discretion. The arbitrator's award shall include a written reasoned opinion.

h. Employee understands, agrees, and consents to this binding arbitration provision, and Employee and the Company hereby each expressly waive the right to trial by jury of any claims arising out of Employment with the Company. ***By initialing below, Employee acknowledges that Employee has read, understands, agrees and consents to the binding arbitration provision, including the class action waiver. Employee's Initials:___***

15. **NOTICE OF VOLUNTARY TERMINATION OF EMPLOYMENT.** Unless otherwise stated in Employee's offer letter of employment, Employee agrees to use reasonable efforts to provide the Company fourteen (14) days written notice of Employee's intent to terminate Employee's Employment; provided, however, that this provision shall not change the at-will nature of the employment relationship between Employee and the Company. It shall be within the Company's sole discretion to determine whether Employee should continue to perform services on behalf of the Company during this notice period.

16. **NON-DISPARAGEMENT.** During and after Employee's Employment with the Company, except to the extent compelled or required by law, Employee agrees he/she shall not disparage the Company, its customers and suppliers or their respective officers, directors, agents, servants, employees, attorneys, shareholders, successors or assigns or their respective products or services, in any manner (including but not limited to, verbally or via hard copy, websites, blogs, social media forums or any other medium); provided, however, that nothing in this Section shall prevent Employee from: engaging in concerted activity relative to the terms and conditions of Employee's Employment and in communications protected under the National Labor Relations Act, filing a charge

or providing information to any governmental agency, or from providing information in response to a subpoena or other enforceable legal process or as otherwise required by law.

17. **NOTIFICATION OF NEW EMPLOYER.** Before Employee accepts Employment or enters into any consulting, independent contractor, or other professional or business engagement with any other person or entity while any of the provisions of Sections 9,10 or 11 of this Agreement are in effect, Employee will provide such person or entity with written notice of the provisions of Sections 9, 10 and/or 11 and will deliver a copy of that notice to the Company. While any of Sections 9, 10 or 11 of this Agreement are in effect, Employee agrees that, upon the request of the Company, Employee will furnish the Company with the name and address of any new employer or entity for whom Employee provides contractor or consulting services, as well as the capacity in which Employee will be employed or otherwise engaged. Employee hereby consents to the Company's notifying Employee's new employer about Employee's responsibilities, restrictions and obligations under this Agreement.

18. **WITHHOLDING.** To the extent allowed by applicable law, Employee agrees to allow Company to deduct from the final paycheck(s) any amounts due as a result of the Employment, including, but not limited to, any expense advances or business charges incurred on behalf of the Company, charges for property damaged or not returned when requested, and any other charges incurred that are payable to the Company. Employee agrees to execute any authorization form as may be provided by Company to effectuate this provision.

19. **NO RIGHTS GRANTED.** Nothing in this Agreement shall be construed as granting to Employee any rights under any patent, copyright, or other intellectual property right of the Company, nor shall this Agreement grant Employee any rights in or to Confidential Information of the Company other than the limited right to review and use such Confidential Information solely for the purpose of participating in the Employment for the benefit of the Company.

20. **SUCCESSORS AND ASSIGNS.** This Agreement will be binding upon Employee's heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, its assigns and licensees. This Agreement, and Employee's rights and obligations hereunder, may not be assigned by Employee; however, the Company may assign its rights hereunder without Employee's consent, whether in connection with any sale, transfer or other disposition of any or all of its business or assets or otherwise.

21. **SEVERABILITY AND REFORMATION.** Employee and the Company agree that if any particular paragraphs, subparagraphs, phrases, words, or other portions of this Agreement are determined by an appropriate court, arbitrator, or other tribunal to be invalid or unenforceable as written, they shall be modified as necessary to comport with the reasonable intent and expectations of the parties and in favor of providing maximum reasonable protection to the Company's legitimate business interests. Such modification shall not affect the remaining provisions of this Agreement. If such provisions cannot be modified to be made valid or enforceable, then they shall be severed from this Agreement, and all remaining terms and provisions shall remain enforceable. Paragraphs 6, 8 and 9 and each restrictive covenant within them are intended to be divisible and to be interpreted and applied separately and independently.

22. **ENTIRE AGREEMENT; AMENDMENT.** This Agreement contains the entire agreement between the Parties relating to the subject matters contained herein. No term of this Agreement may be amended or modified unless made in writing and executed by both Employee and an authorized agent of the Company. This Agreement replaces and supersedes all prior representations, understandings, or agreements, written or oral, between Employee and the Company with regard to restrictive covenants, post-employment restrictions, and mandatory arbitration.

23. **WAIVER.** Failure to fully enforce any provision of this Agreement by either Party shall not constitute a waiver of any term hereof by such Party; no waiver shall be recognized unless expressly made in writing, and executed by the Party that allegedly made such waiver.

24. **CONSTRUCTION.** The Parties agree that this Agreement has been reviewed by each Party, each Party had an opportunity to make suggestions about the provisions of the Agreement, and each Party had sufficient opportunity to obtain the advice of legal counsel on matters of contract interpretation, if desired. The Parties agree that this Agreement shall not be construed or interpreted more harshly against one Party merely because one Party was the original drafter of the Agreement.

25. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same legally recognized instrument.

26. **THIRD-PARTY BENEFICIARIES.** Employee specifically acknowledges and agrees that the direct and indirect subsidiaries, parents, owners, and affiliated companies of the Company are intended to be beneficiaries of this Agreement and shall have every right to enforce the terms and provisions of this Agreement in accordance with the provisions of this Agreement.

27. **NOTICES.** Notices regarding this Agreement shall be sent via email or to the mailing addresses of the Parties as set forth in the signature block to this Agreement.

28. **GOVERNING LAW AND FORUM SELECTION.** This Agreement shall be governed by and construed in accordance with the Federal Arbitration Act. Any non-arbitration- covered disputes shall be resolved under the substantive laws and in the jurisdiction of the state where Employee most recently worked for the Company.

29. **ENDNOTES AND EXCEPTIONS.** Certain foregoing provisions of this Agreement are hereby modified in certain states as described in the following subparagraphs.

a. **Paragraph 6:** the **"Nondisclosure Agreement"** shall apply not for the entire time period following Employee's Employment, but rather shall apply only during the Restricted Period, in the following states: Arizona, Florida, Illinois, Indiana, New Jersey, Virginia and Wisconsin. Additionally, to the extent Paragraph 6.a applies in Wisconsin to Confidential Information that does not constitute a trade secret under applicable law, it shall apply only in geographic areas where the unauthorized disclosure or use of Confidential Information would be competitively damaging to the Company.

b. **Paragraph 9:** the **"Nonsolicitation of Customers/Prospective Customers"** provision shall apply not to any Prospective Customer, but rather shall apply only to any Customer, in the following states: Wisconsin. Additionally, in Wisconsin, Paragraph 9 shall not apply to "attempts."

c. **Paragraph 10: "Nonrecruitment of Employees"** shall not apply in Wisconsin. The **Restricted Period** for the nonrecruitment of Company employees in Paragraph 10 shall be eighteen (18) months in the following states: Alabama.

d. **Paragraph 12:** The final sentence of Paragraph 12 shall not apply in the following states: Arkansas, Louisiana, and Wisconsin.

e. **Paragraph 13(e): "Confidential Information"** The definition of Confidential Information shall include only information that has actual value to the Company in the following States: Wisconsin.

f. **Paragraph 13(h): "Restricted Period"** shall mean the entire term of Employee's Employment with the Company and a one (1) year period immediately following the termination of Employee's Employment, in the following states: Arizona; Missouri; Montana, New Mexico, Utah, and Wyoming. **"Restricted Period"** shall mean the entire term of Employee's Employment with the Company and an eighteen (18) month period immediately following the termination of Employee's Employment, in the following states: Alabama and Oregon. **"Restricted Period"** shall mean a two (2) year period immediately following the termination of Employee's Employment, but does not include the entire term of Employee's employment with the Company, in the following states: North Carolina.

The Parties have executed this Employment and Restrictive Covenants Agreement, which is effective as of the Effective Date written above.

For Employee:	**For Company**
Signature: /s/ David Rudow	Signature: /s/ John Strosahl
Printed Name: David Rudow	Printed Name: John Strosahl
	Title: CEO
Date: 9/23/2024	Date: 9/23/2024

Schedule 1

(List of Employee's Prior Inventions)

__

By initialing here, I represent and warrant that I have no Prior Inventions, as that term is defined in the Agreement to which this Schedule 1 is attached.

OR

Below is a complete and accurate list of Prior Inventions, as that term is defined in the Agreement to which this Schedule 1 is attached.

For Employee:

Signature: /s/ David Rudow_____
Printed Name: David Rudow

Date: 9/23/24

EXHIBIT B

Certain Definitions

"**Cause**" means any of the following: (i) a material breach of your duty of loyalty to the Company or your material breach of the Company's written code of conduct and business ethics or Sections 4 through 10 and 16 of the Employment and Restrictive Covenants Agreement, or any other material written agreement between you and the Company; (ii) your engagement in illegal conduct or gross misconduct that the Company in good faith believes has or may harm the standing and reputation of the Company; (iii) your commission or conviction of, or plea of guilty or *nolo contendere* to, a felony, a crime involving moral turpitude or any other act or omission that the Company in good faith believes has or may harm the standing and reputation of the Company; (iv) dishonesty, fraud, gross negligence or repetitive negligence committed without regard to corrective direction in the course of discharge of your duties as an employee; or (v) inadequate work performance as reasonably determined by the Board.

"**Good Reason**" means that you voluntarily terminate your employment with the Company if there should occur without your written consent:

(i) a material, adverse change in your duties or responsibilities with the Company;

(ii) a reduction in your then current base salary by more than ten percent (10%);

(iii) the material breach by the Company of any offer letter or employment agreement between you and the Company;

provided, however, that in each case above, you must (a) first provide written notice to the Company of the existence of the Good Reason condition within thirty (30) days of the initial existence of such event specifying the basis for your belief that you are entitled to terminate your employment for Good Reason, (b) give the Company an opportunity to cure any of the foregoing within thirty (30) days following your delivery to the Company of such written notice, and (c) actually resign your employment within thirty (30) days following the expiration of the Company's thirty (30) day cure period.

All references to the Company in these definitions shall include parent, subsidiary, affiliate and successor entities of the Company.

September 23, 2024

Ian Goodkind

Re: Transition and Separation Agreement

Dear Ian:

This letter ("Letter Agreement") memorializes the following agreement regarding your transition and separation from JAMF Holdings, Inc. (the "Company") and Jamf Holding Corp. ("Parent"):

1. Subject to the terms herein, effective as of the close of business thirty (30) days after the date on which a new Chief Financial Officer commences employment with Parent and the Company, which for the purposes of this Letter Agreement shall mean 11:59 p.m. Central Time on that date (the "Separation Date"), you will (a) cease to be employed by the Company and any direct or indirect subsidiary of Parent (collectively, with Parent, the "Company Group"), (b) cease to serve as the Chief Financial Officer of Parent and the Company and (c) be deemed to have automatically resigned as an officer of the Company and each member of the Company Group for which you serve as an officer.

2. Between the date you sign this Letter Agreement and the Separation Date (the "Continued Employment Period"), you will (a) continue to serve as the Chief Financial Officer of Parent and the Company, (b) remain an employee of the Company and (c) provide those services that the Chief Executive Officer may reasonably request of you from time to time.

3. Except as provided below with respect to your annual bonus for the 2024 fiscal year, during the Continued Employment Period, your employment will remain subject to the terms and conditions set forth in your employment agreement dated August 8, 2022 (the "Employment Agreement"), and you will (a) continue to receive your current annualized base salary as in effect on the date of this Letter Agreement and (b) continue to participate in the Company's employee benefit plans in which you participate on the date of this Letter Agreement.

4. In addition to the Accrued Benefits (as defined in the Employment Agreement), provided that you (x) remain employed by the Company through the Separation Date (and, for the avoidance of doubt, are not terminated for Cause (as defined in the Employment Agreement)), (y) comply with the terms of this Letter Agreement, the Employment Agreement and the Employment and Restrictive Covenants Agreement, dated as of August 2, 2022, by and between you and the Company (the "Restrictive Covenants Agreement") and any other post-employment obligations that you may owe to the Company (together with the Restrictive Covenants Agreement, the "Post-Employment Obligations"), and (z) execute and do not revoke the general release of claims attached hereto as Appendix A (the "Release") in accordance with its terms ((x), (y) and (z),

collectively, the "Benefits Conditions"), the Company will provide you with the following payments and benefits:

(a) A cash payment equal to your annual bonus for the 2024 fiscal year, based on the Company Group's actual performance against the targets set forth in the 2024 bonus plan and prorated by multiplying the amount of your target annual bonus for the 2024 fiscal year (which, for the avoidance of doubt, is $270,000) by a fraction, the numerator of which is the number of days during fiscal year 2024 that you are employed by the Company through the Separation Date and the denominator of which is 365, payable when annual bonuses are ordinarily paid to other employees of the Company;

(b) A cash severance payment equal to six months' of base salary as in effect on the Separation Date (the "Severance Payment"). The Severance Payment will be paid in a single lump sum on the Company's first regularly scheduled pay date that is on or after the date that is 60 days after the Separation Date; and

(c) Subject to your eligibility and timely election to continue coverage for you and your spouse and eligible dependents, if any, under the Company's group health plans pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), the Company will, at its option pay or reimburse you on a monthly basis for the difference between the amount you pay to effect and continue such coverage and the employee contribution amount that similarly situated employees of the Company pay for the same or similar coverage under such group health plans (the "COBRA Benefit", and (a) through (c) of this Section 4, collectively, the "Separation Benefits"). Each payment of the COBRA Benefit will be paid on or about the Company's first regularly scheduled pay date in the calendar month immediately following the calendar month in which you submit to the Company documentation of the applicable premium payment having been paid by you, which documentation will be submitted by you to the Company within 30 days following the date on which the applicable premium payment is paid. You will be eligible to receive such reimbursement payments until the earliest of: (i) the nine (9) month anniversary of the Separation Date; (ii) the date you are no longer eligible to receive COBRA continuation coverage; and (iii) the date on which you become eligible to receive coverage under a group health plan sponsored by another employer (and you agree to promptly report any such eligibility to the Company); provided, however, that the election of COBRA continuation coverage and the payment of any premiums due with respect to such COBRA continuation coverage will remain your sole responsibility, and the Company will not assume any obligation for payment of any such premiums relating to such COBRA continuation coverage.

5. Subject to your satisfaction of the Benefits Conditions, during the period commencing on the Separation Date and ending on June 15, 2025 (the "Cooperation Period"), you agree to cooperate with the Company to ensure a smooth transition and provide ongoing

support as requested by the successor Chief Financial Officer, Chief Executive Officer or the Board (the "Cooperation Services"). In exchange for the Cooperation Services during the Cooperation Period, (i) you will receive a lump sum cash payment equal to $90,000, to be paid within 30 days following the end of the Cooperation Period, and (ii) notwithstanding any provision of the Jamf Holding Corp. Omnibus Incentive Plan (the "Omnibus Plan") to the contrary, your outstanding restricted stock units ("RSUs") will continue to vest during the Cooperation Period. Except as set forth in this Section 5, your outstanding RSU awards will continue to be subject in all respects to the terms of the applicable award agreements and the Omnibus Plan (including the applicable vesting terms) during and following the Continued Employment Period and the Cooperation Period and shall continue to vest during the Continued Employment Period and the Cooperation Period according to the terms of the Omnibus Plan, as modified by this Section 5. Any RSUs that remain unvested on the last day of the Cooperation Period shall be forfeited for no consideration in accordance with the terms of the Omnibus Plan and applicable award agreement. For the avoidance of doubt, following the Separation Date, you shall not be an employee of any member of the Company Group, you will not be eligible to participate in any Company employee benefit plans or hold any rights as an employee, and you will be responsible for any applicable tax withholdings.

6. You acknowledge the continued effectiveness and enforceability of the Post-Termination Obligations and Restrictive Covenants Agreement, and expressly reaffirm your commitment to abide by the terms of such Post-Termination Obligations and Restrictive Covenants Agreement.

7. Sections 8, 14, 16, and 17 of the Employment Agreement and Section 14 of the Restrictive Covenants Agreement are incorporated herein by reference.

8. Except as expressly provided in this Letter Agreement or as otherwise required by applicable law, you acknowledge that you will not receive any additional compensation, severance or other benefits of any kind following the Separation Date (including, without limitation, pursuant to Section 15 of the Employment Agreement) arising out of or relating to your employment with any member of the Company Group. The Company may withhold from any and all amounts payable under this Letter Agreement or otherwise such federal, state and local taxes as may be required to be withheld pursuant to any applicable law or regulation.

9. Governing Law. This Letter Agreement shall be governed by and construed in accordance with the Federal Arbitration Act. Any non-arbitration-covered disputes shall be governed, construed and interpreted under the laws of Minnesota, without regard to the application of any choice-of-law rules that would result in the application of another state's laws.

If this Letter Agreement accurately reflects your understanding as to the terms and conditions of your transition and separation from employment from the Company Group and continued

cooperation during the Cooperation Period, please sign and date one copy of this Letter Agreement and return it to Jeff Lendino by September 23, 2024.

Very truly yours,

JAMF Holdings, Inc.

By: /s/ Jeff Lendino
Name: Jeff Lendino
Title: Chief Legal Officer

The above terms and conditions accurately reflect our understanding regarding the terms and conditions of my transition and separation from employment with the Company Group and my continued cooperation during the Cooperation Period, and I hereby confirm my agreement to the same.

/s/ Ian Goodkind
Ian Goodkind

Date: September 23, 2024

Appendix A

General Release

1. Release.

(a) For good and valuable consideration set forth in the Transition and Separation Letter Agreement (the "Agreement"), dated as of September 23, 2024, by and between Ian Goodkind ("Employee") and JAMF Holdings, Inc. (the "Company"), Employee knowingly and voluntarily (for Employee and Employee's heirs, executors, administrators, beneficiaries, trustees, successors, and assigns) releases and forever discharges the Company, and each of its respective parents, subsidiaries and affiliates, and each of their present, former and future direct or indirect owners, managers, directors, officers, employees, attorneys, agents, members, insurers, shareholders and representatives, and each of their predecessors, successors and assigns (collectively, the "Released Parties") from any and all claims, suits, controversies, actions, causes of action, cross-claims, counter-claims, demands, debts, compensatory damages, liquidated damages, punitive or exemplary damages, other damages, claims for costs and attorneys' fees, or liabilities of any nature whatsoever in law and in equity, both past and present and whether known or unknown, suspected, unsuspected or claimed (collectively, "Claims") against the Released Parties which Employee or any of Employee's heirs, executors, administrators or assigns, may have (i) from the beginning of time through the date upon which Employee executes this release of claims (this "Release"); (ii) arising out of, or relating to, Employee's employment with any Released Parties through the date upon which Employee executes this Release; (iii) arising out of, or relating to, any agreement with any Released Parties, including, but not limited to, any other awards, policies, plans, programs or practices of the Released Parties that may apply to Employee or in which Employee may participate, including, but not limited to, any rights under bonus plans or programs of Released Parties and/or any other short-term or long-term equity-based or cash-based incentive plans or programs of the Released Parties; (iv) arising out of, or relating to, Employee's termination of employment from any of the Released Parties; and/or (v) arising out of, or relating to, Employee's status as an employee, member, officer, or director of any of the Released Parties, including, but not limited to, any allegation, claim or violation, arising under Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; the Equal Pay Act of 1963, as amended; the Americans with Disabilities Act of 1990; the Family and Medical Leave Act of 1993; the Worker Adjustment Retraining and Notification Act of 1988, as amended; the Employee Retirement Income Security Act of 1974 (with respect to unvested benefits); any applicable Employee Order Programs; the Fair Labor Standards Act; Section 1981 of U.S.C. Title 42; the Age Discrimination in Employment Act, as amended (including the Older Workers Benefit Protection Act); the Sarbanes-Oxley Act of 2002, as amended; or their federal, state or local counterparts (in each case, as amended); or under any other federal, state or local civil or human rights law, or under any other local, state, or federal law, regulation or ordinance; or under any public policy, contract or tort, any doctrine of good faith and fair dealing, or under common law; or arising under any policies, practices or procedures of the Released Parties; or any Claim for wrongful discharge, breach of contract, infliction of emotional distress, defamation; or any Claim for costs, fees, or other expenses, including attorneys' fees incurred in these matters. This is a general

release that is intended to apply to all Claims Employee may have against the Released Parties through the date Employee executes this Release, except those Claims that cannot be waived pursuant to applicable laws.

(b) Employee understands that Employee may later discover Claims or facts that may be different than, or in addition to, those which Employee now knows or believes to exist with regards to the subject matter of this Release and the releases in this Section, and which, if known at the time of executing this Release, may have materially affected this Release or Employee's decision to enter into it. Employee hereby waives any right or Claim that might arise as a result of such different or additional Claims or facts.

(c) Employee acknowledges, understands, and agrees that Employee has no knowledge of any actions or inactions by any of the Released Parties or by Employee that Employee believes could possibly constitute a basis for a claimed violation of any federal, state, or local law, any common law or any rule promulgated by an administrative body.

(d) Nothing in this Section shall release or impair: (i) Employee's right to make Claims arising out of any acts or omissions of the Released Parties after the date Employee executes this Release; (ii) any right that cannot be waived by private agreement under law (including the right to file any Claim for workers' compensation or unemployment insurance); or (iii) any Claim to vested benefits under the Company's benefit plans.

Nothing in this Release prevents Employee from filing a charge with the Equal Employment Opportunity Commission, the National Labor Relations Board or other governmental agency or commission (collectively, the "EEOC") or participating in any EEOC investigation; provided that Employee may not receive any relief (including, without limitation, compensation, reinstatement, back pay, front pay, damages, attorneys' or experts' fees, costs, and/or disbursements) as a consequence of any charge filed with the EEOC and/or any litigation arising out of an EEOC charge to the fullest extent permitted by law. Further, nothing contained in this Release limits, restricts or in any way affects either party's right to (i) communicate with any governmental agency or entity or regulatory or any law enforcement authority or make other disclosures under the whistleblower provisions of any applicable law, rule or regulation or (ii) seek or receive any monetary damages, awards or other relief in connection with protected whistleblower activity.

(e) Employee acknowledges, understands and agrees that Employee has no knowledge of any actions or inactions by any of the Released Parties or by Employee that Employee believes could possibly constitute a basis for a claimed violation of any federal, state, or local law, any common law or any rule promulgated by an administrative body.

(f) Employee represents that Employee has made no assignment or transfer of any right or Claim covered by this Section and that Employee further agrees that Employee is not aware of any such right or Claim covered by this Section.

(g) Employee acknowledges and agrees that the releases set forth in this Section are an essential and material term of this Release and that without such waiver the Company would not have agreed to the terms of the Agreement.

2. Cooperation; No Cooperation with Non-Governmental Third Parties. Employee agrees to be available to and cooperate with the Company in any Company internal investigation or administrative, regulatory, or judicial proceeding, arbitration or other settlement or dispute that relates to events occurring during Employee's employment by the Company or about which the Company otherwise believes Employee may have relevant information, and Employee agrees to provide full and accurate information and reasonable assistance with respect to the same. Such cooperation and assistance by Employee is understood to include, but not be limited to: being reasonably available by telephone or e-mail for periodic questions as needed, being available to the Company upon reasonable notice for interviews, factual investigations and depositions, appearing at the Company's request for the purpose of giving testimony without requiring service of a subpoena or other legal process, volunteering to the Company pertinent information, assisting with interrogatories, making court appearances, and turning over to the Company all relevant documents which are or may in the future come into Employee's possession. In the event that the Company asks for Employee's cooperation in accordance with this Section, the Company agrees to reimburse (or advance, as reasonably needed) Employee for reasonable travel expenses, including lodging and meals, upon submission of receipts to the Company for such expenses. Further, Employee shall not knowingly encourage, counsel or assist any non-governmental attorneys or their clients in the presentation or prosecution of any disputes, differences, grievances, claims, charges, lawsuits, complaints, or other adverse claims or actions by any non-governmental third party against any of the Released Parties, and will not provide any information to any non-governmental third party concerning any of the Released Parties, unless compelled to do so by valid subpoena or other court order, and in such case only after first notifying the Company sufficiently in advance of such subpoena or court order to reasonably allow the Company an opportunity to object to the same. Employee agrees to notify the Company via email to Jeff Lendino at jeff.lendino@jamf.com immediately in the event of any requests for information or testimony that Employee receives in connection with any of the foregoing.

3. Voluntary Agreement. Employee has carefully read and fully understands all of the provisions of this Release and that Employee is expressly waiving valuable rights. Employee is entering into this Release, knowingly, freely and voluntarily in exchange for good and valuable consideration to which Employee would not be entitled in the absence of executing and not revoking this Release.

4. Consultation; Consideration and Revocation Period. Employee acknowledges that the Company has advised Employee of Employee's right to consult with an attorney prior to executing this Release. Employee acknowledges that Employee has 21 calendar days to consider this Release, although Employee may sign it sooner. Employee has 15 calendar days after the date on which Employee executes this Release to revoke Employee's consent to the Agreement (the "Revocation Period"). Such revocation must be in writing and must be e-mailed to Jeff Lendino at jeff.lendino@jamf.com. Notice of such revocation must be received within the

Revocation Period. In the event of such revocation by Employee, this Release shall be null and void in its entirety, and Employee shall not receive the Separation Benefits (as defined in the Agreement). Provided that Employee does not revoke Employee's execution of this Release within the Revocation Period, the "Effective Date" shall occur on the 16th calendar day after the date on which Employee initially signs it.

5. Confidentiality, Restrictive Covenants, and Defend Trade Secrets Act.

(a) Employee acknowledges and warrants that Employee shall remain bound by all continuing obligations set forth in any agreements or other documents with the Company, including, without limitation, the Post-Employment Obligations (as defined in the Agreement). Furthermore, in addition to any other remedies available to the Company, should Employee breach any of the Post-Employment Obligations, to the fullest extent permitted by applicable law, Employee shall forfeit Employee's right to the Separation Benefits.

(b) Nothing in this Release or any other agreement or policy of the Company shall prohibit or restrict Employee or Employee's attorneys from: (i) making any disclosure of relevant and necessary information or documents in any action, investigation, or proceeding relating to this Release or the Agreement, or as required by law or legal process, including with respect to possible violations of law; (ii) participating, cooperating, or testifying in any action, investigation, or proceeding with, or providing information to, any governmental agency or legislative body, any self-regulatory organization, and/or pursuant to the Sarbanes-Oxley Act; (iii) seeking or accepting any U.S. Securities and Exchange Commission awards or other relief in connection with protected whistleblower activity; or (iv) initiating communications with, or responding to any inquiry from, any regulatory or supervisory authority regarding any good faith concerns about possible violations of law or making any other disclosures that are protected under the whistleblower provisions of any applicable law, rule or regulation. Pursuant to 18 U.S.C. § 1833(b), Employee will not be held criminally or civilly liable under any Federal or state trade secret law for the disclosure of a trade secret of the Company or its subsidiaries or affiliates that (A) is made (x) in confidence to a Federal, state, or local government official, either directly or indirectly, or to Employee's attorney and (y) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. If Employee files a lawsuit for retaliation by the Company for reporting a suspected violation of law, Employee may disclose the trade secret to Employee's attorney and use the trade secret information in the court proceeding, if Employee files any document containing the trade secret under seal, and does not disclose the trade secret, except pursuant to court order. Nothing in this Release or any other agreement or policy of the Company is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by such section.

6. No Admission of Wrongdoing. Employee agrees that neither this Release, nor the furnishing of the consideration for this Release, shall be deemed or construed at any time to be an admission by any Released Party of any improper or unlawful conduct.

7. Savings Clause. If any term or provision of this Release is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect

any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision of this Release is invalid, illegal or unenforceable, this Release shall be enforceable as closely as possible to its original intent, which is to provide the Released Parties with a full release of all legally releasable claims through the date upon which Employee executes this Release.

8. **Governing Law**. This Release shall be governed by and construed in accordance with the Federal Arbitration Act. Any non-arbitration-covered disputes shall be governed, construed and interpreted under the laws of Minnesota, without regard to the application of any choice-of-law rules that would result in the application of another state's laws.

9. **Assignment; Third-Party Beneficiaries**. This Release is personal to Employee and may not be assigned by Employee. This Release is binding on, and will inure to the benefit of, the Released Parties. The Released Parties are expressly intended to be third-party beneficiaries of the releases set forth in the "Release" Section, and it may be enforced by each of them.

[SIGNATURE PAGE FOLLOWS]

NOT TO BE SIGNED PRIOR TO THE SEPARATION DATE

EMPLOYEE

_____ _____

Ian Goodkind Date

Jamf Announces Appointment of David Rudow as Chief Financial Officer
Reaffirms Q3 2024 and Fiscal 2024 Financial Outlook

MINNEAPOLIS – September 23, 2024 – Jamf (NASDAQ: JAMF), the standard in managing and securing Apple at work, today announced the appointment of David Rudow to Chief Financial Officer ("CFO").

Mr. Rudow will begin employment with Jamf on October 28, 2024, and will succeed Jamf's current Chief Financial Officer, Ian Goodkind, who is departing to pursue other opportunities, effective November 28, 2024. Goodkind will work closely with Rudow to facilitate a seamless transition.

"I want to thank Ian Goodkind for everything he has done for Jamf over the last five years and wish him the best of his future endeavors," said John Strosahl, CEO, Jamf.

Rudow is a seasoned financial executive with significant experience in both public and private high-growth technology companies. Rudow joins Jamf from Cover Genius, a global embedded Insurtech company. Prior to that, he was the CFO at Unite Us as well as the CFO of nCino, a fintech SaaS company, where Rudow led nCino's initial public offering. In addition to his technology enterprise experience, Rudow held several senior level positions over an 18-year period at various investment banking and financial services firms, including Piper Jaffray, J.P. Morgan, and Thrivent Asset Management. Rudow is also a Certified Public Accountant and worked at KPMG and PricewaterhouseCoopers.

"David brings a powerful combination of deep financial acumen and public company experience to Jamf," added Strosahl. "His proven CFO track record and experience in tech will be invaluable as we continue to innovate and drive growth in this rapidly evolving market. His appointment underscores our commitment to excellence and our dedication to driving value for our customers, employees, and shareholders."

"I am excited to join the talented team at Jamf and contribute to Jamf's continued success," said Rudow. "Jamf has an exceptional culture and is the market leader in helping organizations manage and secure their Apple devices for work. I look forward to contributing to their mission of helping organizations succeed with Apple."

Jamf is also reaffirming its previously announced financial outlook for revenue and non-GAAP operating income for the third quarter and full year 2024.

For the third quarter of 2024, Jamf currently expects:

- Total revenue of $156.5 to $158.5 million
- Non-GAAP operating income of $25.5 to $26.5 million

For the full year 2024, Jamf currently expects:

- Total revenue of $622.5 to $625.5 million

- Non-GAAP operating income of $96.0 to $98.0 million

Jamf plans to report financial results for the third quarter ending September 30, 2024, in early November.

Non-GAAP Financial Measures

In addition to our results determined in accordance with generally accepted accounting principles in the United States ("GAAP"), we believe the non-GAAP measure of non-GAAP operating income is useful in evaluating our operating performance. Non-GAAP operating income excludes amortization expense, stock-based compensation expense, foreign currency transaction loss (gain), amortization of debt issuance costs, acquisition-related expense, payroll taxes related to stock-based compensation, system transformation costs, restructuring charges, and extraordinary legal settlements and non-recurring litigation costs. We believe that non-GAAP financial information, when taken collectively, may be helpful to investors because it provides consistency and comparability with past financial performance and assists in comparisons with other companies, some of which use similar non-GAAP information to supplement their GAAP results. The non-GAAP financial information is presented for supplemental informational purposes only, should not be considered a substitute for financial information presented in accordance with GAAP, and may be different from similarly-titled non-GAAP measures used by other companies. The principal limitation of the non-GAAP financial information is that it excludes significant expenses that are required by GAAP to be recorded in our financial statements. In addition, the non-GAAP financial information is subject to inherent limitations as it reflects the exercise of judgment by our management about which expenses are excluded or included in determining the non-GAAP financial information. We strongly encourage investors to review our consolidated financial statements included in our publicly filed reports in their entirety and not rely solely on any single financial measurement or communication.

Forward-Looking Statements

This press release contains "forward-looking statements" within the meaning of federal securities laws, which statements involve substantial risks and uncertainties. Forward-looking statements generally relate to future events or our future financial or operating performance. In some cases, you can identify forward-looking statements because they contain words such as "may," "can," "will," "would," "should," "expects," "plans," "anticipates," "could," "intends," "target," "projects," "contemplates," "believes," "estimates," "predicts," "forecasts," "potential," or "continue," or other similar terms or expressions that concern our expectations, strategy, plans, or intentions. Forward-looking statements may involve known and unknown risks, uncertainties, and other factors that may cause our actual results, performance, or achievements to be materially different from those expressed or implied by the forward-looking statements. These statements include, but are not limited to, statements regarding our future financial and operating performance (including our outlook and guidance), the demand for our platform, anticipated impacts of macroeconomic conditions on our business, our expectations regarding business benefits financial impacts from our acquisitions, partnerships, and investments, and our ability to deliver on our long-term strategy, and statements related to the CFO transition.

The forward-looking statements contained in this press release is also subject to additional risks, uncertainties, and factors, including those more fully described in our Annual Report on Form 10-K for the fiscal year ended December 31, 2023. Additional information will also be set forth in our Quarterly Report on Form 10-Q for the fiscal quarter ended June 30, 2024 as well as the subsequent periodic and current reports and other filings that we make with the Securities and Exchange Commission from time to time. Moreover, we operate in a very competitive and rapidly changing environment, and new risks and uncertainties may emerge that could have an impact on the forward-looking statements contained in this press release and the accompanying conference call.

Given these factors, as well as other variables that may affect our operating results, you should not rely on forward-looking statements, assume that past financial performance will be a reliable indicator of future performance, or use historical trends to anticipate results or trends in future periods. The forward-looking statements included in this press release and the accompanying conference call relate only to events as of the date hereof. We undertake no obligation to update or revise any forward-looking statement as a result of new information, future events, or otherwise, except as otherwise required by law.

About Jamf
Jamf's purpose is to simplify work by helping organizations manage and secure an Apple experience that end users love and organizations trust. Jamf is the only company in the world that provides a complete management and security solution for an Apple-first environment that is enterprise secure, consumer simple and protects personal privacy. To learn more, visit www.jamf.com

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