
**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): May 2, 2023

JAMF HOLDING CORP.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-39399
(Commission File Number)

82-3031543
(IRS Employer
Identification No.)

100 Washington Ave S, Suite 1100
Minneapolis, MN
(Address of principal executive offices)

55401
(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 2.02. Results of Operations and Financial Condition.

On May 4, 2023, Jamf Holding Corp. (the “Company”) issued a press release announcing its financial results for the quarter ended March 31, 2023. In the press release, the Company also announced that it will hold a conference call on May 4, 2023 to discuss its financial results for the quarter ended March 31, 2023. The full text of the press release is furnished herewith as Exhibit 99.1 and is incorporated herein by reference.

This information is intended to be furnished under Item 2.02 of Form 8-K, “Results of Operations and Financial Condition” and shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such filing.

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

John Strosahl Promotion

On May 4, 2023, the Company is announcing that Dean Hager has decided to retire from his position as Chief Executive Officer (Principal Executive Officer) of the Company, effective 11:59 P.M. on September 1, 2023. In connection with Mr. Hager’s resignation, on May 2, 2023, the Company’s Board of Directors approved the leadership transition plan and appointed John Strosahl, the Company’s current Chief Operating Officer and President, to succeed Mr. Hager. Mr. Hager will remain a member of the Company’s Board of Directors following his retirement as Chief Executive Officer, and will work closely with Mr. Strosahl to facilitate a seamless transition. Mr. Strosahl will also join the Company’s Board of Directors concurrently with his appointment to Chief Executive Officer (Principal Executive Officer).

Mr. Strosahl’s biography is set forth in the Company’s definitive proxy statement for its 2023 annual meeting of shareholders, filed with the Securities and Exchange Commission on April 13, 2023, and is incorporated herein by reference.

On May 4, 2023, the Company issued a press release announcing the foregoing. The full text of the press release is attached hereto as Exhibit 99.2, and is incorporated herein by reference.

John Strosahl Employment Agreement

In connection the CEO transition, the Company entered into an amended and restated employment letter agreement with Mr. Strosahl, to be effective September 2, 2023 (the “Employment Agreement”). The Employment Agreement provides for at-will employment as the Company’s Chief Executive Officer to begin as of the effective date. As part of his compensation package, Mr. Strosahl will receive or be eligible for (as applicable) (1) an annual base salary of \$550,000 (subject to standard review and adjustment by the Compensation & Nominating Committee of the Company’s Board of Directors), (2) an annual cash bonus targeted at up to 100% of his base salary, (3) a one-time 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 the effective date, and (4) participation in health and welfare benefit programs offered to other Company employees generally. Mr. Strosahl’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, 2022, 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, 2022, and is incorporated herein by reference), and will vest over four years.

In addition, under the Employment Agreement, upon a termination of Mr. Strosahl’s employment by the Company without Cause or by Mr. Strosahl for Good Reason (as those terms are defined in the Employment Agreement) (each, a “Qualifying Termination”) and subject to Mr. Strosahl’s execution of a separation and release agreement, Mr. Strosahl would receive or be eligible for (as applicable), 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 (subject to eligibility); and (C) acceleration of 50% of Mr. Strosahl’s then outstanding unvested equity awards that vest based on continued employment or service; provided that, in the event a Qualifying Termination occurs during a Change of Control Period (as discussed further below), the Company would additionally be obligated to pay Mr. Strosahl a prorated bonus for the calendar year that includes the termination date based on deemed achievement of the performance criteria at target levels, and 100% of Mr. Strosahl’s then outstanding unvested equity awards that vest based on continued employment or service would accelerate 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 Omnibus Incentive Plan. The applicable severance period for a Qualifying Termination without Change in Control is 12 months and the applicable severance period for a Qualifying Termination with Change in Control is 18 months.

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

The above summary of the Employment Agreement with Mr. Strosahl does not purport to be complete and is qualified in its entirety by the full text of the Employment Agreement, a copy of which is attached hereto as Exhibit 10.1, and is incorporated herein by reference.

CEO Transition Agreement

In connection with his retirement, the Company entered into a transition and retirement agreement with Mr. Hager (the "CEO Transition Agreement"), dated May 2, 2023. Pursuant to the CEO Transition Agreement, among other things:

- Mr. Hager will continue to serve as Chief Executive Officer through 11:59 P.M. on September 1, 2023.
- Following Mr. Hager's retirement date, and subject to his earlier resignation or removal in accordance with the terms of the Company's Amended and Restated Bylaws and Amended and Restated Certificate of Incorporation, Mr. Hager will continue to serve on the Company's Board of Directors for his current term through the Company's 2025 annual meeting of shareholders (and any successor term thereafter).
- Mr. Hager will be eligible to receive his annual bonus payment for the 2023 fiscal year, which bonus payment shall be pro-rated up to the retirement date and be payable in a lump sum pursuant to the Company's general bonus payment policies for executive-level employees.
- So long as Mr. Hager continues to serve on the Company's Board of Directors, Mr. Hager will continue to vest in his outstanding equity awards, subject to the terms and conditions of the Company's Omnibus Incentive Plan and applicable award agreements.
- Mr. Hager reaffirmed his commitment to the restrictive covenants under his existing employment letter agreement, dated October 20, 2017 (which was filed as Exhibit 10.12 to the Company's Annual Report on Form 10-K for the year ended December 31, 2022, and is incorporated herein by reference), as amended by the First Amendment, dated April 22, 2021 (which was filed as Exhibit 10.15 to the Company's Annual Report on Form 10-K for the year ended December 31, 2022, and is incorporated herein by reference).

Except as set forth in the CEO Transition Agreement, Mr. Hager's employment through his retirement date will remain subject to the terms and conditions set forth in his existing employment letter agreement.

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

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description of Exhibit
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10.1	Amended and Restated Letter Agreement dated May 2, 2023
10.2	Transition Letter Agreement dated May 2, 2023
99.1	Press Release dated May 4, 2023
99.2	Press Release dated May 4, 2023
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: May 4, 2023

By: /s/ Jeff Lendino

Name: Jeff Lendino

Title: Chief Legal Officer

May 2, 2023

John Strosahl

Re: Employment with JAMF Holdings, Inc.

Dear John:

This is your amended and restated 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**"). It sets forth the terms of your continued employment by the Company, which shall be effective as of September 2, 2023 (the "**Effective Date**") so long as you remain employed by the Company through the Effective Date. Prior to the Effective Date, your employment will remain subject to the terms and conditions of your employment agreement with the Company dated November 20, 2017, as amended April 22, 2021 (the "**Existing Letter**"). 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 will serve on our team going forward.

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

2. Your starting base salary will be **\$550,000** 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.

With respect to your bonus opportunities, you will be eligible to receive a bonus of up to 100% of your Base Salary (the "**Bonus**"). The Bonus will be at the sole discretion of the Board or a committee thereof, based on the Board's determination regarding achievement of predetermined thresholds which may include, but are not limited to, management by objectives ("**MBOs**") and 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 Board or a committee thereof 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-five (25) days of paid time off per calendar year subject to the Company's paid time off policy as in effect from time to time. Your Volunteer Time Off consists of two paid days (16 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 based during your employment in Minneapolis, Minnesota. Your duties may involve extensive domestic and international travel.

5. As of the Company's next equity award cycle following the Effective Date, you will be eligible to receive an award of restricted stock units ("**RSUs**") with an aggregate grant date value of **\$6,000,000**, as determined by the Board or a committee thereof (the "**Promotion Grant**"). The RSUs issued pursuant to the Promotion Grant 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. 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 sixty (60) days, 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; provided, however, that the provisions of this letter are in addition to and complement (and do not replace or supersede) any other written agreement(s) or parts thereof between you and the Company or any of its affiliates that create restrictions on you with respect to confidentiality, non-disclosure, non-competition, non-solicitation or non-

disparagement. Without limiting the scope of the preceding sentence, except as otherwise expressly provided in this Section 13, on and after the Effective Date, all understandings and agreements preceding the Effective Date and relating to the subject matter hereof (including the Existing Letter) are hereby null and void and of no further force or effect, and this letter shall supersede all other agreements, written or oral, that purport to govern the terms of your employment (including your compensation) with the Company or any of its affiliates.

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)-(E) below.

(A) The Company will make severance payments to you in a total amount equal to twelve (12) (or, if such termination occurs within the Change of Control Period (as defined below), eighteen (18) 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 twelve (12)-month period or, if during the Change of Control Period, the eighteen (18)-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 scheduled 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 meanings 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) 50% of your outstanding unvested equity awards that vest based on continued employment or service will accelerate and vest as of the Termination Date.

(D) In the event such Qualifying Termination occurs during the Change of Control Period, (i) 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 proration 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, payable in a lump sum on the First Payment Date, and (ii) 100% of your outstanding unvested equity awards that vest based on continued employment or service will accelerate and vest as of the Termination Date.

(E) 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, 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(D). 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. 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, not later than May 3, 2023. Should you have anything that you wish to discuss, please do not hesitate to contact 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/ Michael Fosnaugh

Name: Michael Fosnaugh

Title: Chairman of Parent

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

/s/ John Strosahl

Date Signed: May 2, 2023

Name: John Strosahl

Title: COO & President

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 the Effective Date as set forth in the Employment Agreement to which this Agreement is attached (the "**Effective Date**"), by and between JAMF Holdings, Inc. (together with its affiliates and related companies, hereafter referenced as "**Company**") and John Strosahl (hereafter referenced as "**Employee**" and, together with the Company, the "**Parties**").

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.

4. **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 for passive investment purposes not otherwise prohibited by this Agreement and will not require Employee to render any services, (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.

5. **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 stand 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.

f. An agreement to assign does not apply to an invention for which no equipment, supplies, facility, or trade secret information of the employer was used and which was developed entirely on the employee's own time, and that does not (i) relate (A) directly to the business of the employer or (B) to the employer's actual or demonstrably anticipated research or development or (ii) result from any work performed by the employee for the employer.

6 NONDISCLOSURE AGREEMENT.

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 nondisclosure 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. **“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.

b. **“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.

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. **“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.

e. **“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.

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. **"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.

k. **"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.

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’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; provided, however, that the provisions of this Agreement are in addition to and complement (and do not replace or supersede) any other written agreement(s) or parts thereof between Employee and the Company or any of its affiliates that create restrictions on Employee with respect to confidentiality, non-disclosure, non-competition, non-solicitation or non-disparagement. 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:

Signature: /s/ John Strosahl

Printed Name: John Strosahl

Address: _____

Email: _____

Date: May 2, 2023

For Company

Signature: /s/ Michael Fosnaugh

Printed Name: Michael Fosnaugh

Address: _____

Title: Chairman of Parent

Date: May 2, 2023

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/ John Strosahl
Printed Name: John Strosahl

Address: _____

Email: _____

Date: May 2, 2023

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 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%) that is not connected with a general decrease affecting the executive management team;

(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.

May 2, 2023

Dean Hager

Re: Transition and Retirement

Dear Dean:

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

1. Effective as of the close of business on September 1, 2023, which for the purposes of this Letter Agreement shall mean 11:59 p.m. on that date (the "Retirement 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 Executive 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. Following the Retirement Date, and subject to your earlier resignation or removal in accordance with the terms of Parent's Amended and Restated Bylaws and Amended and Restated Certificate of Incorporation, you will continue to serve on the Board of Directors of Parent (the "Board") for your current term through Parent's 2025 annual meeting of shareholders (and any successor term thereafter).
3. Between the date you sign this Letter Agreement and the Retirement Date (the "Transition Period"), you will (a) continue to serve as the Chief Executive Officer of Parent and the Company, (b) remain an employee of the Company, (c) provide those services that the Board may reasonably request of you from time to time and (d) assist the Company in transitioning the duties of the Chief Executive Officer position to your successor.
4. Except as provided below with respect to your annual bonus for the 2023 fiscal year, during the Transition Period, your employment will remain subject to the terms and conditions set forth in your employment agreement dated October 20, 2017, as amended April 22, 2021 (the "Employment Agreement") and you will continue to receive your current annualized base salary as in effect on the date of this Letter Agreement.
5. Provided that you remain employed by the Company through the Retirement Date and comply with the terms of this Letter Agreement and the Employment Agreement, then you will be eligible to receive a pro-rata annual bonus for the 2023 fiscal year. The bonus payment shall be calculated based on the Company's actual achievement against the terms of the 2023 bonus plan and pro-rated based on your employment with the Company up to the Retirement Date. The bonus payment will be payable in a lump sum pursuant to the Company's general bonus payment policies for executive-level employees.
6. So long as you continue to serve on the Board, the termination of your employment with the Company and any other member of the Company Group will not constitute a (i) Separation from Service (as defined in the Jamf Holding Corp. Omnibus Incentive Plan (the "Omnibus Plan")) for purposes of your outstanding RSU awards under the Omnibus Plan or (ii) a Termination Date (as defined in the Amended and Restated Jamf Holding Corp. 2017 Option Plan (the "2017 Option Plan") and together with the Omnibus Plan, the

“Plans”)) for the purposes of your outstanding stock options under the 2017 Plan. Your outstanding equity awards will continue to be subject in all respects to the terms of the applicable award agreements and the Plans (including the applicable vesting terms) during and following the Transition Period and shall continue to vest according to the terms of those Plans.

7. You acknowledge the continued effectiveness and enforceability of the restrictive covenants and other post-employment obligations contained in the Employment Agreement, and expressly reaffirm your commitment to abide by the terms of such restrictive covenants.
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 Retirement Date (including pursuant to 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.

If this Letter Agreement accurately reflects your understanding as to the terms and conditions of your retirement from employment from the Company Group, please sign and date one copy of this Letter Agreement and return it to Jeff Lendino by May 3, 2023.

Very truly yours,

JAMF Holdings, Inc.

By: /s/ Michael Fosnaugh
Name: Michael Fosnaugh
Title: Chairman of Parent

The above terms and conditions accurately reflect our understanding regarding the terms and conditions of my retirement from employment with the Company Group and my continued service on the Board, and I hereby confirm my agreement to the same.

/s/ Dean Hager
Dean Hager

Date: May 2, 2023

Jamf Announces First Quarter 2023 Financial Results

- Q1 total revenue year-over-year growth of 22% to \$132.2 million
- ARR year-over-year growth of 21% to \$526.6 million as of March 31, 2023
- Cash flow provided by operations of \$68.2 million for the TTM ended March 31, 2023, or 14% of TTM total revenue; unlevered free cash flow of \$72.8 million for the TTM ended March 31, 2023, or 14% of TTM total revenue

MINNEAPOLIS – May 4, 2023 – Jamf (NASDAQ: JAMF), the standard in managing and securing Apple at work, today announced financial results for its first quarter ended March 31, 2023.

“Jamf is pleased to report that our first quarter of 2023 marks the 12th consecutive quarter where Jamf outperformed expectations,” said Dean Hager, CEO. “This performance, amid the backdrop of a difficult macroeconomic environment, is a testament to Jamf’s strong business fundamentals and exceptional execution by our team. Over the three years since filing for our IPO, Jamf has added over \$300 million of total ARR, including \$100 million from its new line of security solutions. This market demand provides resiliency in a challenging economy and tremendous opportunity when market conditions improve.”

First Quarter 2023 Financial Highlights

- **ARR:** ARR of \$526.6 million as of March 31, 2023, an increase of 21% year-over-year.
- **Revenue:** Total revenue of \$132.2 million, an increase of 22% year-over-year.
- **Gross Profit:** GAAP gross profit of \$102.5 million, or 78% of total revenue, compared to \$80.0 million in the first quarter of 2022. Non-GAAP gross profit of \$108.4 million, or 82% of total revenue, compared to \$87.5 million in the first quarter of 2022.
- **Operating Loss/Income:** GAAP operating loss of \$25.5 million, or (19)% of total revenue, compared to \$23.7 million in the first quarter of 2022. Non-GAAP operating income of \$6.1 million, or 5% of total revenue, compared to \$5.8 million in the first quarter of 2022.
- **Cash Flow:** Cash flow provided by operations of \$68.2 million for the TTM ended March 31, 2023, or 14% of TTM total revenue, compared to \$58.2 million for the TTM ended March 31, 2022. Unlevered free cash flow of \$72.8 million for the TTM ended March 31, 2023, or 14% of TTM total revenue, compared to \$61.9 million for the TTM ended March 31, 2022.

A reconciliation between historical GAAP and non-GAAP information is contained in the tables below and the section titled “Non-GAAP Financial Measures” below contains descriptions of these reconciliations.

Jamf Announces CEO Transition Plan, Appoints John Strosahl as Chief Executive Officer

Jamf today also announced a CEO transition plan, appointing John Strosahl as Chief Executive Officer to succeed retiring Chief Executive Officer Dean Hager, effective September 2, 2023.

Mr. Strosahl, who currently serves as Jamf’s President and Chief Operating Officer, has been with the company since 2015. Mr. Strosahl first joined the company to lead Jamf’s global revenue organization as Chief Revenue Officer and was promoted to Jamf Chief Operating Officer in 2020 and President in 2022. Since joining Jamf, Mr. Strosahl has made an incredible impact on the business, including driving Jamf’s shift from license revenue to recurring revenue and expanding Jamf’s reach globally.

Mr. Hager will remain a member of Jamf's Board of Directors following his retirement as Chief Executive Officer and will work closely with Mr. Strosahl to facilitate a seamless transition. Mr. Strosahl will also join Jamf's Board of Directors, effective concurrently with his promotion to Chief Executive Officer.

Recent Business Highlights

- Ended the first quarter serving more than 72,500 customers with 30.8 million total devices on our platform.
- Showcased new ways Jamf is empowering IT, simplifying access for users with ZTNA as part of Jamf Connect, and protecting company resources with key conditional access partnerships with Microsoft, AWS and Google during the second annual Spring Event.
- Expanded strategic partnership with Okta to deliver best-in-class identity security utilizing Apple's Platform Single Sign-on and Enrollment Single Sign-on.
- Joined the Microsoft Intelligent Security Association (MISA), an ecosystem of software vendors and managed security providers that have integrated their solutions with Microsoft security technology to help customers better defend themselves against increasingly sophisticated cyber threats.
- Launched Jamf Executive Threat Protection, an advanced detection and response tool designed for mobile devices that provides organizations with an efficient, remote method to monitor devices and respond to advanced attacks.
- Jamf Safe Internet, a best-in-class web content filtering and threat protection solution for education, launched support for Google Chromebook and announced it will become available for Windows PCs starting this summer.
- Released Employee Badge with Jamf Trust in partnership with SwiftConnect, bringing modernized access to physical workspaces with digital employee badges.
- Earned Corporate Vision's 2023 Security Award for the "Most Advanced Workplace Device Management Solution," reinforcing the importance of a strong device management solution in an organization's security posture.

Financial Outlook

For the second quarter of 2023, Jamf currently expects:

- Total revenue of \$133.5 to \$135.5 million
- Non-GAAP operating income of \$4.5 to \$5.5 million

For the full year 2023, Jamf currently expects:

- Total revenue of \$559.0 to \$563.0 million
- Non-GAAP operating income of \$41.0 to \$43.0 million

To assist with modeling, for the second quarter of 2023 and full year 2023, amortization is expected to be approximately \$10.5 million and \$42.0 million, respectively. In addition, for the second quarter of 2023 and full year 2023, stock-based compensation and related payroll taxes are expected to be approximately \$31.4 million and \$107.4 million, respectively.

Jamf is unable to provide a quantitative reconciliation of forward-looking guidance of non-GAAP operating income to GAAP operating income (loss) because certain items are out of Jamf's control or cannot be reasonably predicted. Historically, these items have included, but are not limited to, acquisition-related expenses and acquisition-related earn-out, offering costs, amortization, and stock-based compensation and related payroll taxes. Accordingly, a reconciliation for forward-looking non-GAAP operating income is not available without unreasonable effort. These items are uncertain, depend on various factors, and could result in projected GAAP operating income (loss) being materially less than is indicated by currently estimated non-GAAP operating income.

These statements are forward-looking and actual results may differ materially. Refer to the Forward-Looking Statements safe harbor below for information on the factors that could cause our actual results to differ materially from these forward-looking statements.

Webcast and Conference Call Information

Jamf will host a conference call and live webcast for analysts and investors at 3:30 p.m. Central Time (4:30 p.m. Eastern Time) on May 4, 2023.

The conference call will be webcast live on Jamf’s Investor Relations website at <https://ir.jamf.com>, along with the earnings press release, financial tables, earnings presentation, and investor presentation. Those parties interested in participating via telephone may register on Jamf’s Investor Relations website.

A replay of the call will be available on the Investor Relations website beginning on May 4, 2023, at approximately 6:00 p.m. Central Time (7:00 p.m. Eastern Time).

Please note that Jamf uses its <https://ir.jamf.com> website as a means of disclosing material non-public information, announcing upcoming investor conferences and for complying with its disclosure obligations under Regulation FD. Accordingly, you should monitor our investor relations website in addition to following our press releases, SEC filings, and public conference calls and webcasts.

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 measures of non-GAAP operating expenses, non-GAAP gross profit, non-GAAP gross profit margin, non-GAAP operating income (loss), non-GAAP operating income (loss) margin, non-GAAP income before income taxes, non-GAAP provision for income taxes as it relates to the calculation of non-GAAP net income, non-GAAP net income, free cash flow, free cash flow margin, unlevered free cash flow, and unlevered free cash flow margin are useful in evaluating our operating performance. Certain of these non-GAAP measures exclude stock-based compensation, amortization expense, acquisition-related expenses, acquisition-related earnout, offering costs, foreign currency transaction (gain) loss, payroll taxes related to stock-based compensation, legal settlement, loss on extinguishment of debt, amortization of debt issuance costs, and system transformation 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 these non-GAAP financial measures is that they exclude significant expenses that are required by GAAP to be recorded in our financial statements. In addition, they are subject to inherent limitations as they reflect the exercise of judgment by our management about which expenses are excluded or included in determining these non-GAAP financial measures. Reconciliation tables of the most comparable GAAP financial measures to the non-GAAP financial measures used in this press release are included with the financial tables at the end of this press release. 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 and the accompanying conference call contain “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 and financial impacts from our acquisitions, partnerships and investments, statements related to our CEO transition, and our ability to deliver on our long-term strategy.

The forward-looking statements contained in this press release and the accompanying conference call are 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, 2022. Additional information will also be set forth in our Quarterly Report on Form 10-Q for the fiscal quarter ended March 31, 2023, 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 designed to be enterprise secure, consumer simple and protect personal privacy. To learn more, visit www.jamf.com.

Investor Contacts

Jennifer Gaumont
Michael Thomas
ir@jamf.com

Media Contact

Rachel Nauen
media@jamf.com

Jamf Holding Corp.
Consolidated Balance Sheets
(in thousands)
(unaudited)

	March 31, 2023	December 31, 2022
Assets		
Current assets:		
Cash and cash equivalents	\$ 200,340	\$ 224,338
Trade accounts receivable, net of allowances of \$427 and \$445	84,392	88,163
Income taxes receivable	806	465
Deferred contract costs	18,780	17,652
Prepaid expenses	22,903	14,331
Other current assets	6,535	6,097
Total current assets	333,756	351,046
Equipment and leasehold improvements, net	18,615	19,421
Goodwill	862,747	856,925
Other intangible assets, net	209,509	218,744
Deferred contract costs, non-current	41,933	39,643
Other assets	42,409	43,763
Total assets	\$ 1,508,969	\$ 1,529,542
Liabilities and stockholders' equity		
Current liabilities:		
Accounts payable	\$ 14,982	\$ 15,393
Accrued liabilities	48,993	67,051
Income taxes payable	547	486
Deferred revenues	278,407	278,038
Total current liabilities	342,929	360,968
Deferred revenues, non-current	62,435	68,112
Deferred tax liability, net	5,539	5,505
Convertible senior notes, net	365,127	364,505
Other liabilities	27,480	29,114
Total liabilities	803,510	828,204
Commitments and contingencies		
Stockholders' equity:		
Preferred stock	—	—
Common stock	124	123
Additional paid-in capital	1,072,148	1,049,875
Accumulated other comprehensive loss	(33,904)	(39,951)
Accumulated deficit	(332,909)	(308,709)
Total stockholders' equity	705,459	701,338
Total liabilities and stockholders' equity	\$ 1,508,969	\$ 1,529,542

Jamf Holding Corp.
Consolidated Statements of Operations
(in thousands, except share and per share amounts)
(unaudited)

	Three Months Ended March 31,	
	2023	2022
Revenue:		
Subscription	\$ 127,230	\$ 102,201
Services	4,384	3,944
License	598	2,113
Total revenue	132,212	108,258
Cost of revenue:		
Cost of subscription ⁽¹⁾⁽²⁾⁽³⁾⁽⁴⁾ (exclusive of amortization expense shown below)	23,159	19,902
Cost of services ⁽¹⁾⁽³⁾⁽⁴⁾ (exclusive of amortization expense shown below)	3,292	3,107
Amortization expense	3,296	5,218
Total cost of revenue	29,747	28,227
Gross profit	102,465	80,031
Operating expenses:		
Sales and marketing ⁽¹⁾⁽²⁾⁽³⁾⁽⁴⁾	60,208	46,325
Research and development ⁽¹⁾⁽²⁾⁽³⁾⁽⁴⁾	32,072	24,802
General and administrative ⁽¹⁾⁽²⁾⁽³⁾⁽⁴⁾⁽⁵⁾	28,436	25,612
Amortization expense	7,241	7,029
Total operating expenses	127,957	103,768
Loss from operations	(25,492)	(23,737)
Interest income (expense), net	1,285	(859)
Foreign currency transaction gain (loss)	604	(781)
Loss before income tax provision	(23,603)	(25,377)
Income tax provision	(597)	(252)
Net loss	\$ (24,200)	\$ (25,629)
Net loss per share, basic and diluted	\$ (0.20)	\$ (0.21)
Weighted-average shares used to compute net loss per share, basic and diluted	123,422,066	119,594,341

⁽¹⁾ Includes stock-based compensation as follows:

	Three Months Ended March 31,	
	2023	2022
	(in thousands)	
Cost of revenue:		
Subscription	\$ 2,267	\$ 1,955
Services	309	304
Sales and marketing	7,499	5,859
Research and development	5,033	3,859
General and administrative	4,442	4,033
	\$ 19,550	\$ 16,010

(2) Includes payroll taxes related to stock-based compensation as follows:

	Three Months Ended March 31,	
	2023	2022
	(in thousands)	
Cost of revenue:		
Subscription	\$ 12	\$ —
Sales and marketing	104	12
Research and development	71	27
General and administrative	76	97
	\$ 263	\$ 136

(3) Includes depreciation expense as follows:

	Three Months Ended March 31,	
	2023	2022
	(in thousands)	
Cost of revenue:		
Subscription	\$ 315	\$ 320
Services	39	45
Sales and marketing	805	684
Research and development	467	359
General and administrative	261	238
	\$ 1,887	\$ 1,646

(4) Includes acquisition-related expense as follows:

	Three Months Ended March 31,	
	2023	2022
	(in thousands)	
Cost of revenue:		
Subscription	\$ —	\$ 38
Services	1	—
Sales and marketing	—	7
Research and development	51	263
General and administrative	706	793
	\$ 758	\$ 1,101

(5) Includes system transformation costs as follows:

	Three Months Ended March 31,	
	2023	2022
	(in thousands)	
General and administrative	\$ 441	\$ —

General and administrative also includes acquisition-related earnout of \$0.1 million for the three months ended March 31, 2022. The acquisition-related earnout was an expense for the three months ended March 31, 2022 reflecting the increase in fair value of the Digita acquisition contingent liability due to growth in sales of our Jamf Protect product.

Jamf Holding Corp.
Consolidated Statements of Cash Flows
(in thousands)
(unaudited)

	Three Months Ended March 31,	
	2023	2022
Operating activities		
Net loss	\$ (24,200)	\$ (25,629)
Adjustments to reconcile net loss to cash used in operating activities:		
Depreciation and amortization expense	12,424	13,893
Amortization of deferred contract costs	4,774	3,755
Amortization of debt issuance costs	684	679
Non-cash lease expense	1,493	1,291
Provision for credit losses and returns	14	128
Share-based compensation	19,550	16,010
Deferred tax benefit	(27)	(468)
Adjustment to contingent consideration	—	88
Other	(677)	725
Changes in operating assets and liabilities:		
Trade accounts receivable	3,915	(2,190)
Income tax receivable/payable	(273)	533
Prepaid expenses and other assets	(8,598)	(3,668)
Deferred contract costs	(8,145)	(6,952)
Accounts payable	(575)	(413)
Accrued liabilities	(19,765)	(11,250)
Deferred revenue	(5,394)	10,478
Net cash used in operating activities	<u>(24,800)</u>	<u>(2,990)</u>
Investing activities		
Acquisitions, net of cash acquired	—	(4,023)
Purchases of equipment and leasehold improvements	(1,121)	(1,964)
Purchase of investments	(750)	—
Other	14	8
Net cash used in investing activities	<u>(1,857)</u>	<u>(5,979)</u>
Financing activities		
Debt issuance costs	—	(50)
Cash paid for contingent consideration	(206)	(4,588)
Proceeds from the exercise of stock options	2,723	1,197
Net cash provided by (used in) financing activities	<u>2,517</u>	<u>(3,441)</u>
Effect of exchange rate changes on cash, cash equivalents, and restricted cash	42	(145)
Net decrease in cash, cash equivalents, and restricted cash	<u>(24,098)</u>	<u>(12,555)</u>
Cash, cash equivalents, and restricted cash, beginning of period	231,921	177,150
Cash, cash equivalents, and restricted cash, end of period	<u>\$ 207,823</u>	<u>\$ 164,595</u>
Reconciliation of cash, cash equivalents, and restricted cash within the consolidated balance sheets to the amounts shown in the consolidated statements of cash flows above:		
Cash and cash equivalents	\$ 200,340	\$ 164,595
Restricted cash included in other current assets	283	—
Restricted cash included in other assets	7,200	—
Total cash, cash equivalents, and restricted cash	<u>\$ 207,823</u>	<u>\$ 164,595</u>

Jamf Holding Corp.
Supplemental Financial Information
Disaggregated Revenues
(in thousands)
(unaudited)

	Three Months Ended March 31,	
	2023	2022
SaaS subscription and support and maintenance	\$ 120,762	\$ 96,350
On-premise subscription	6,468	5,851
Subscription revenue	127,230	102,201
Professional services	4,384	3,944
Perpetual licenses	598	2,113
Non-subscription revenue	4,982	6,057
Total revenue	\$ 132,212	\$ 108,258

Jamf Holding Corp.
Supplemental Information
Key Business Metrics
(in millions, except number of customers and percentages)
(unaudited)

	March 31, 2023	December 31, 2022	September 30, 2022	June 30, 2022	March 31, 2022
ARR	\$ 526.6	\$ 512.5	\$ 490.5	\$ 466.0	\$ 436.5
ARR from management solutions as a percent of total ARR	80 %	80 %	82 %	82 %	83 %
ARR from security solutions as a percent of total ARR	20 %	20 %	18 %	18 %	17 %
ARR from commercial customers as a percent of total ARR	72 %	72 %	71 %	71 %	70 %
ARR from education customers as a percent of total ARR	28 %	28 %	29 %	29 %	30 %
Dollar-based net retention rate ⁽¹⁾	111 %	113 %	115 %	117 %	120 %
Devices	30.8	30.0	29.3	28.4	26.8
Customers	72,500	71,000	69,000	67,000	62,000

⁽¹⁾ The dollar-based net retention rate for March 31, 2022 was based on our Jamf legacy business and does not include Wandera since it had not been a part of our business for the full trailing twelve months.

Jamf Holding Corp.
Supplemental Financial Information
Reconciliation of GAAP to non-GAAP Financial Data
(in thousands, except share and per share amounts)
(unaudited)

	Three Months Ended March 31,	
	2023	2022
Operating expenses	\$ 127,957	\$ 103,768
Amortization expense	(7,241)	(7,029)
Stock-based compensation	(16,974)	(13,751)
Acquisition-related expense	(757)	(1,063)
Acquisition-related earnout	—	(88)
Payroll taxes related to stock-based compensation	(251)	(136)
System transformation costs	(441)	—
Non-GAAP operating expenses	<u>\$ 102,293</u>	<u>\$ 81,701</u>

	Three Months Ended March 31,	
	2023	2022
Gross profit	\$ 102,465	\$ 80,031
Amortization expense	3,296	5,218
Stock-based compensation	2,576	2,259
Acquisition-related expense	1	38
Payroll taxes related to stock-based compensation	12	—
Non-GAAP gross profit	<u>\$ 108,350</u>	<u>\$ 87,546</u>
Gross profit margin	78%	74%
Non-GAAP gross profit margin	82%	81%

	Three Months Ended March 31,	
	2023	2022
Operating loss	\$ (25,492)	\$ (23,737)
Amortization expense	10,537	12,247
Stock-based compensation	19,550	16,010
Acquisition-related expense	758	1,101
Acquisition-related earnout	—	88
Payroll taxes related to stock-based compensation	263	136
System transformation costs	441	—
Non-GAAP operating income	<u>\$ 6,057</u>	<u>\$ 5,845</u>
Operating loss margin	(19)%	(22)%
Non-GAAP operating income margin	5%	5%

	Three Months Ended March 31,	
	2023	2022
Net loss	\$ (24,200)	\$ (25,629)
Exclude: income tax provision	(597)	(252)
Loss before income tax provision	(23,603)	(25,377)
Amortization expense	10,537	12,247
Stock-based compensation	19,550	16,010
Foreign currency transaction (gain) loss	(604)	781
Amortization of debt issuance costs	684	679
Acquisition-related expense	758	1,101
Acquisition-related earnout	—	88
Payroll taxes related to stock-based compensation	263	136
System transformation costs	441	—
Non-GAAP income before income taxes	8,026	5,665
Non-GAAP provision for income taxes ⁽¹⁾	(1,926)	(1,360)
Non-GAAP net income	\$ 6,100	\$ 4,305
Net loss per share:		
Basic	\$ (0.20)	\$ (0.21)
Diluted	\$ (0.20)	\$ (0.21)
Weighted-average shares used in computing net loss per share:		
Basic	123,422,066	119,594,341
Diluted	123,422,066	119,594,341
Non-GAAP net income per share:		
Basic	\$ 0.05	\$ 0.04
Diluted	\$ 0.05	\$ 0.03
Weighted-average shares used in computing non-GAAP net income per share:		
Basic	123,422,066	119,594,341
Diluted	133,959,253	129,620,460

⁽¹⁾ In accordance with the SEC's Non-GAAP Financial Measures Compliance and Disclosure Interpretation, the Company's blended U.S. statutory rate of 24% is used as an estimate for the current and deferred income tax expense associated with our non-GAAP income before income taxes.

	Three Months Ended March 31,			Years Ended December 31,	
	2023	2022	2021	2022	2021
Net cash (used in) provided by operating activities	\$ (24,800)	\$ (2,990)	\$ 4,023	\$ 90,005	\$ 65,165
Less:					
Purchases of equipment and leasehold improvements	(1,121)	(1,964)	(3,290)	(7,727)	(9,755)
Free cash flow	(25,921)	(4,954)	733	82,278	55,410
Add:					
Cash paid for interest	313	293	3	763	967
Cash paid for acquisition-related expense	403	960	61	4,480	5,039
Cash paid for system transformation costs	773	—	—	—	—
Cash paid for contingent consideration	6,000	—	—	—	—
Cash paid for legal settlement	—	—	—	—	5,000
Unlevered free cash flow	\$ (18,432)	\$ (3,701)	\$ 797	\$ 87,521	\$ 66,416
Total revenue	\$ 132,212	\$ 108,258	\$ 80,727	\$ 478,776	\$ 366,388
Net cash (used in) provided by operating activities as a percentage of total revenue	(19)%	(3)%	5%	19%	18%
Free cash flow margin	(20)%	(5)%	1%	17%	15%
Unlevered free cash flow margin	(14)%	(3)%	1%	18%	18%

	Trailing Twelve Months Ended March 31,	
	2023	2022
Net cash provided by operating activities	\$ 68,195	\$ 58,152
Less:		
Purchases of equipment and leasehold improvements	(6,884)	(8,429)
Free cash flow	61,311	49,723
Add:		
Cash paid for interest	783	1,257
Cash paid for acquisition-related expense	3,923	5,938
Cash paid for system transformation costs	773	—
Cash paid for contingent consideration	6,000	—
Cash paid for legal settlement	—	5,000
Unlevered free cash flow	\$ 72,790	\$ 61,918
Total revenue	\$ 502,730	\$ 393,919
Net cash provided by operating activities as a percentage of total revenue	14%	15%
Free cash flow margin	12%	13%
Unlevered free cash flow margin	14%	16%

Jamf Announces CEO Transition Plan, Appointing John Strosahl as Chief Executive Officer

MINNEAPOLIS – May 4, 2023 – Jamf (NASDAQ: JAMF), the standard in managing and securing Apple at work, announced today it has appointed John Strosahl as Chief Executive Officer, effective September 2, 2023. Mr. Strosahl will succeed Jamf’s current Chief Executive Officer, Dean Hager, who is retiring from his position effective September 1, 2023. Mr. Hager will remain a member of Jamf’s Board of Directors following his retirement as Chief Executive Officer, and will work closely with Mr. Strosahl to facilitate a seamless transition. Mr. Strosahl will also join Jamf’s Board of Directors, concurrently with his appointment to Chief Executive Officer.

“John’s performance as our President and Chief Operating Officer has been spectacular. In his nearly 8-year tenure at Jamf, he has led the team to budget overachievement more consistently than I’ve seen in my 34-year career,” said Mr. Hager. “John’s incredible global experience, alongside his scientific approach to strategy and building a team, makes him the perfect fit to lead Jamf as the only company in the world to offer a complete management and security solution for the Apple-first enterprise.”

Mr. Strosahl, who currently serves as Jamf’s President and Chief Operating Officer, has been with the company since 2015. Mr. Strosahl first joined the company to lead Jamf’s global revenue organization as Chief Revenue Officer, and was promoted to Chief Operating Officer in 2020 and President in 2022. Since joining Jamf, Mr. Strosahl has made an incredible impact on the business. Mr. Strosahl drove Jamf’s shift from perpetual license revenue to recurring subscription revenue which helped drive consistent predictable Jamf growth. Mr. Strosahl has also helped Jamf expand and build its presence to over 120 countries, significantly diversifying revenue sources and expanding Jamf’s total addressable market.

“I thank Dean for his mentorship and leadership over the past 8 years, and I look forward to continue working with him closely as part of the Jamf Board of Directors,” said Strosahl. “I am honored to take on this new role as Jamf’s Chief Executive Officer, as we continue to help organizations manage and secure Apple at work, providing a technology experience that users love and secure access that organizations trust.”

Prior to Jamf, Mr. Strosahl was a VP at eBay, responsible for the B2C revenue organization across all verticals in North America. Prior to eBay, he was at Digital River for over 10 years, where he served as EVP and General Manager of the Commerce Business Unit, and SVP and GM of Europe as its General Manager and Executive Vice President. Mr. Strosahl has lived in many different countries around the world, and is known as a disciplined, centered leader with the innate ability to lead high-performing teams.

“I could not be more proud of what the Jamf team has accomplished together for Jamf Nation. Having the privilege to work with Jamf’s selfless, hard-working and fun-loving 2,700-person team has been the highlight of my career,” said Hager. “I look forward to seeing John continue improving the Jamf platform and business in order to help more and more customers succeed with consumer-simple, enterprise-secure technology.”

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.

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, statements related to our CEO transition, and our ability to deliver on our long-term strategy.

The forward-looking statements contained in this press release are also subject to additional risks, uncertainties, and factors, including those more fully described in our Annual Report on Form 10-K for the year ended December 31, 2022. Additional information will also be set forth in our Quarterly Report on Form 10-Q for the quarter ended March 31, 2023, 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.

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 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.

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