FAQ for 2025 Updates to Software License and Services Agreement

This FAQ provides an overview of the June 2025 updates to Jamf's Software License and Services Agreement ("SLASA"). This FAQ is for informational purposes only, is not legal advice, and will not become a part of your contract with Jamf. Capitalized terms used in this FAQ are defined in the SLASA.

1. What is the SLASA and why is Jamf updating it?

The SLASA is Jamf's Software License and Services Agreement, which is the main agreement between Jamf and our customers. The SLASA governs our provision of, and your use of, Jamf's Product Offerings (Software, Hosted Services, training, Standard Technical Support Services, optional professional services, etc.). It applies if you obtain Product Offerings directly from Jamf or through a Jamf-authorized Channel Partner. For more information about Product Offerings that are governed by the SLASA, please read the Jamf Contract Document FAQs.

We last updated the SLASA in October 2021. Since that time, Jamf's business has evolved, and we are updating the SLASA to reflect current Product Offerings and processes. In addition, we like to periodically review our customer agreements to ensure they are keeping up with changes in the market. Finally, since the last update in October 2021, we have received numerous customer questions and comments on the SLASA. We have updated several provisions based on that feedback.

2. What are the biggest changes in the updated SLASA?

Most of the updates are stylistic and help improve readability. We updated some defined terms (e.g., "Services" is now "Product Offerings") and definitions to reduce confusion, simplified language, and rearranged provisions to improve the document's flow; for example, moving warranty statements that were found in a few sections into one main warranty section (Section 10). We also made some substantive changes, including:

- The SLASA now covers optional Beta Offerings, which are pre-release and in-progress features
 and versions of Product Offerings that customers can try out if they want. Many Beta Offerings are
 new features or capabilities in Product Offerings and now, it will be easier for customers who want
 to try them since there is no need to sign a separate beta agreement. (Section 19).
- We updated the data use provision (Section 17) to be clearer about how Jamf uses Customer Content and other data, including Aggregated Data. We also added new provisions to define Telemetry Data and how we use it with our security Product Offerings.
- To ensure contractual stability given the upfront investments in resources, personnel, and
 infrastructure we make to serve our customers, we removed the termination for convenience
 language (previously in Section 14). We remain committed to being accountable to our customers,
 and they still have the right to terminate upon breach of the SLASA by Jamf.
- We now have multiple selling entities, based on a customer's location. So, the Jamf entity that you
 contract with (called the "Jamf Contracting Party" in the SLASA) is based on the location of your
 headquarters, as outlined in Section 18. Previously, all customers contracted with Jamf Software,
 LLC (a U.S. entity) regardless of where in the world they are located.
- Likewise, we updated jurisdiction, venue, and choice of law based on the customer's location. (Section 18).
- We added language in a few sections to cover "External Integrations," which are third-party applications, products, or platforms that customers may choose to use with the Jamf Product Offerings. (See e.g., Section 6 c)).

3. Do any changes benefit customers?

Yes, several changes benefit customers, including:

- Adding a carve out for fraud, willful misconduct, or gross negligence in the limitation of liability provision. (Section 12 b)).
- Making the assignment provision mutual. (Section 21 k)).
- Making the injunctive relief provision mutual. (Section 21 n)).
- Adding a warranty that we will not materially decrease the overall functionality of the Product Offerings during the Subscription Term. (Section 10 b) v)).
- Offering options for the Jamf contracting entity, governing law, and venue based on the customer's location. (Section 18).
- Removing two customer use restrictions that were duplicative. (Section 7).
- Adding a provision stating that we will comply with our Code of Conduct (available at
 https://www.jamf.com/trust-center/compliance/) and remain responsible if any subcontractors or
 Affiliates perform our obligations under the SLASA. (Section 5 b)).

4. What didn't change?

Several significant sections of the SLASA have not changed:

- Both parties still have obligations to protect the other party's Confidential Information. (Section 15).
- Both parties must still comply with applicable laws. (Section 10 a)).
- We still have obligations to protect Customer Content and maintain certain information security practices. (Section 5 f)).
- We still commit to only processing Personal Data in accordance with Data Protection Laws and our DPA, if applicable. (Section 5 g)).
- The intellectual property ownership provision is the same (just updated defined terms). (Section 8).
- Our warranties to customers haven't changed except for adding one, as noted above. (Section 10 b)).
- Our indemnification obligations for third-party claims of infringement of Intellectual Property Rights haven't changed. (Section 13 a)).

5. Did the Standard Technical Support Description change?

We only made a few minor changes to the <u>Standard Technical Support Description</u>. First, we adjusted some terms to match the defined terms used in the updated SLASA. Second, we updated an out-of-date link to our Documentation. We did not make any material changes and the commitments we make in the Standard Technical Support Description are the same.

6. Did Jamf make changes to the Hosted Services Availability Commitment (HSAC)?

Yes. Please see the updated version (now called the **Jamf Service Level Agreement**) at this link. For more information, please read the <u>FAQ</u> about the changes we made to that document.

7. Did the Data Processing Agreement (DPA) change?

Yes. We made stylistic updates to improve readability, reduce customer confusion, and ensure consistency with related contract documents. We also made some substantive changes, including:

 Modifying the limitation of liability section so that it refers to the limitation of liability section in the SLASA. This change was made to avoid confusion created by the separate wording in the DPA. The cap is inapplicable to Data Subject Requests. (Section 13).

- Updating the time for notifying you of a Personal Data Breach to within 72 hours of becoming aware of it. (Section 9).
- Updating an out-of-date reference to Swiss FDPA. (Section 2 a)).
- Including information about the possible processing of sensitive data (domain name history accessed by a Device) if you use certain Product Offerings that are listed in Schedule 1.

8. Did Jamf change the Information Security Schedule too?

The measures we take and commitments we make to protect Customer Content remain the same. We made a few minor changes to wording to match defined terms in the updated SLASA (for example, using "Product Offerings" instead of "Services") and improve readability. The only substantive changes are in Section 13.

In Section 13 a), we added a reference to our recently obtained SOC 2 Type I report (dated March 31, 2025) for Jamf Pro hosted on Microsoft Azure. We also added language about the optional new console within the Jamf for Mobile offering called Jamf Manager for Android, which does not yet have a SOC report (anticipated by the end of 2026).

Section 13 b) also has a couple of updates. First, the ISO standard has been updated from ISO/IEC 27001:2013 to ISO/IEC 27001:2022. We also added language to include that we have obtained and will maintain an ISO 27701 (Privacy Information Management System) certification. Jamf Pro hosted on Microsoft Azure does not yet have a certification, but we anticipate bringing it into scope for our 2026 ISO 27001 certification. Finally, it is anticipated that the Jamf Manager for Android will obtain ISO 27001 certification by the end of 2026.

9. When will the new SLASA take effect?

The new version of the SLASA is being added to applicable Jamf Product Offerings for the product releases that are planned for June 24, 2025. Customers will be prompted to review and agree to the updated SLASA when they login after that release. The Effective Date of the SLASA is the earlier of the date (i) of last signature, (ii) that a customer clicks to accept this Agreement in the Product Offering, or (iii) that the customer starts using the Product Offering. If you have a customized license agreement with Jamf, that will remain in effect. We will also be posting the updated SLASA and related documents to our Trust Center by June 24.

FAQ Date: June 12, 2025