

Staffbase Master Subscription Agreement

This Agreement is effective from 5 May 2023.

Thank you for signing up for a subscription with Staffbase. By placing an order, clicking to accept this Agreement, or using or accessing any Staffbase Service(s) or related services, you agree to all the terms and conditions of this Master Subscription Agreement ("**Agreement**"). If you are using a Staffbase Service or related services on behalf of a company or other entity, then "Customer" or "you" means that entity, and you are binding that entity to this Agreement. You represent and warrant that you have the legal power and authority to enter into this Agreement and that, if the Customer is an entity, this Agreement and each Order Form is entered into by an employee or agent with all necessary authority to bind that entity to this Agreement. This Agreement is entered into by Customer and the Staffbase entity stated on the Order Form that references this Agreement ("**Staffbase**"). Capitalized terms not otherwise defined in this Agreement are defined in **Schedule A (Definitions)**. Please note that we may modify this Agreement as further described in Section 10.10 below, so you should make sure to check this page from time to time. This Agreement governs Customer's initial subscription and includes any Order Forms that reference this Agreement and the Product-Specific Terms (as defined below) as well as any linked to or referenced policies or exhibits.

1. ACCESS AND USE OF THE SERVICES

1.1. Access and Use. Customer may access the Services by executing Order Forms for the purchase of a Services subscription. Staffbase grants Customer a worldwide, non-exclusive, non-transferable, and non-sublicensable right to access and use the Services solely for Customer's (and Customer's Affiliates') internal business purposes, subject to and only in accordance with the terms and conditions of this Agreement, including without limitation any applicable Product-Specific Terms, Staffbase's Documentation, and all applicable Scope of Use descriptions.

1.2. Affiliate Use and/or Affiliate Ordering. Customer may allow its and its Affiliates' employees, contractors, members, franchisees, service providers, or other designated end users ("**Authorized Users**") to access and/ or use the Services under Customer's subscription, provided their use is for Customer's or Customer's Affiliates' benefit only. Any Affiliate of Customer may separately purchase Services subscriptions from Staffbase (or a Staffbase Affiliate) by executing an Order Form with Staffbase that references this Agreement, creating a separate agreement between the Affiliate and Staffbase, with the Affiliate treated as "Customer". For clarification, Customer or Customer Affiliates have no rights under other Customer Affiliates' agreement(s) and any breach or termination of such agreement(s) is not a breach or termination under any other agreement between a Staffbase entity and another Customer entity.

1.3. Use by Authorized Users. Customer is responsible for any required consents or disclosures to Authorized Users as required by applicable law. Customer will be responsible and liable for all Authorized Users' use and access and their compliance with the terms and conditions of this Agreement. Use by all Authorized Users in aggregate will count towards any applicable Scope of Use restrictions.

1.4. Credentials and Security. Customer must ensure that account information of Authorized Users is accurate, current, and complete; and any user IDs, passwords, and other access credentials (such as API tokens) for the Services are kept strictly confidential and not shared with any unauthorized person. Accounts are granted to specific Customers and Authorized Users and must not be shared with others.

1.5. Third-Party Services. Customer can choose to use third-party applications, Integrations, Plugins, software, code, online services, systems, and other products not developed by Staffbase that interact in any way with the Services ("**Third-Party Services**"). If Customer chooses to use Third-Party Services in



connection with the Services, Customer acknowledges and agrees that: **(a)** the use of Third-Party Services is governed by the Third-Party Service's terms of use; **(b)** the Third-Party Service may access Customer's instance of the Services; **(c)** Staffbase does not make any warranty with respect to, or support, Third-Party Services; **(d)** Staffbase disclaims, and Customer hereby fully releases Staffbase from, all responsibility and liability for Third-Party Services and their access to the Services, including modification, deletion, disclosure, or collection of Customer Content; **(e)** Staffbase is not responsible in any way for Customer Content once it is transmitted, copied, or removed from the Services by Customer or under Customer's direction or control; and **(f)** Third-Party Services are not part of the Services and Staffbase (i) has no obligation to monitor such Third-Party Services; (ii) is not responsible for any Third-Party Services remaining compatible the Services; and (iii) does not control or endorse the content, message, services, or information found in such Third-Party Services, and specifically disclaims and Customer hereby fully releases Staffbase from any liability with regard to such content, message, service, or information. Additionally, certain Plugins or Custom Widgets require an account or subscription with Third-Party Services to function. Customer is responsible for ensuring that the capabilities of any Third-Party Service subscription support the Services and the purposes for which Customer intends to use the Services. In the event Customer's subscription for Third-Party Services is terminated or suspended, Customer will not be entitled to any refund from Staffbase for the relevant Plugins or Custom Widgets.

1.6. Service Level Agreement. Staffbase will use reasonable efforts to make the Services available in accordance with the service level agreement set forth at <http://staffbase.com/en/legal/sla> ("SLA").

1.7. Support Services and Professional Services. Staffbase makes available web-based support through its website (currently available at <https://support.staffbase.com/>). Additional support services and professional services may be available to Customer. The scope, pricing, and other terms for these additional services will be specified in an Order Form. Any support services and professional services are subject to the Professional Services Addendum, set forth at <http://staffbase.com/en/legal/psa> ("PSA") at the time of the applicable Order Form's execution.

1.8. Optional Beta Services or Trial Subscriptions. From time to time, Staffbase may make available to Customer, at no charge, a Service (or functionality of a Service) that is designated as "alpha", "beta", "non-production", "preview" or similarly identified prior to general commercial release ("**Beta Services**"), or a time-limited subscription to the Services ("**Trial Subscription**"). Beta Services and Trial Subscriptions are intended for testing and evaluation purposes only and may be subject to additional terms. Customer may accept or decline any such Beta Services or Trial Subscription in its sole discretion. Customer acknowledges that any Trial Subscriptions or Beta Releases are provided on an "as is" and "as available" basis without any warranty, support, maintenance, SLA, or storage obligations of any kind. Customer acknowledges that Beta Services are available at Customer's sole risk, and they may contain bugs, errors, and other defects for which Staffbase will not be liable.

1.9. Changes to the Services. Staffbase may and is permitted to make changes to the Services, provided that such modifications to the Services will not materially reduce or diminish the functionality, performance, and usability of the Services.

2. FEES AND PAYMENT

2.1. Fees. Customer agrees to pay all fees in the currency, payment period, and payment frequency specified in the applicable Order Form. Staffbase's fees are exclusive of all taxes, and Customer must, provided Staffbase is not the tax debtor, pay any applicable sales, use, VAT, GST, excise, withholding, or similar taxes or levies, whether domestic or foreign, other than taxes based on the income of Staffbase. In case Staffbase is a tax debtor of the aforementioned taxes and/or levies, Customer must reasonably cooperate and support Staffbase to claim deductions and refunds. Customer must make tax payments to Staffbase to the extent amounts are appropriately included in Staffbase's invoices.



2.2. Invoices and Disputes. Staffbase sends invoices electronically to the invoice email address indicated on the Order Form. Customer must dispute any amounts within fifteen (15) calendar days of Customer's receipt of an invoice. If Customer fails to dispute any amounts within such period, Customer forfeits the right to dispute. If Customer requires a Purchase Order number referenced on Staffbase's invoice, Customer must provide the Purchase Order number on the Order Form, otherwise Customer is required to pay the invoice by the due date.

2.3. Late Payments. If Customer's account is overdue, Staffbase may, without limiting Staffbase's rights and remedies, suspend Customer's access to the Services until all outstanding amounts due are paid in full. Undisputed late payments are subject to a service charge equal to 1.5% per month of the amount due or the maximum amount allowed by law.

3. INTELLECTUAL PROPERTY, DATA, AND DATA PROTECTION

3.1. Intellectual Property. Each party owns and retains their respective intellectual property rights. Customer acknowledges that the Services and any content therein (subject to Section 3.2 below), and all intellectual property rights and proprietary rights in and to the foregoing (including all modifications, enhancements, upgrades, and updates thereto), are the sole and exclusive property of Staffbase and its licensors. Each party retains all other rights not expressly granted in this Agreement.

3.2. Customer Content. As between the parties, Customer is the owner of Customer Content and any downloadable materials relating to Customer's use of the Services. Customer hereby grants Staffbase a worldwide, limited, non-exclusive, non-transferable, non-sublicensable, royalty-free right and license during the Subscription Term to collect, use, copy, display, perform, store, distribute, transmit, modify, and create derivative works of the Customer Content solely to the extent necessary to provide the Service and related Professional Services to Customer or as otherwise permitted in this Section. Customer is solely liable for **(a)** the accuracy, quality, and legality of Customer Content; **(b)** the means by which Customer collects, processes, and stores such Customer Content, including in compliance with its privacy policy and applicable laws; and **(c)** Customer's use of Customer Content in connection with the Services. Staffbase may: **(i)** modify Customer Content at Customer's request; **(ii)** disclose or delete Customer Content as required by law in accordance with Section 5 (Confidentiality) or as expressly permitted in writing by Customer; and **(iii)** access Customer Content to provide the Services and prevent or address service or technical problems, or at Customer's request in connection with customer support matters. If Customer receives any take down requests or infringement notices related to Customer Content or its use of Third-Party Services, it must promptly stop using the related item with the Services and notify Staffbase. If Staffbase receives any take down requests or infringement notices related to Customer Content or Customer's use of Third-Party Services, Staffbase may respond in accordance with its policies, currently available at www.staffbase.com/legal/notice-and-take-down/, and will promptly notify and consult with Customer on next steps. Customer acknowledges that Staffbase does not monitor or review Customer Content.

3.3. Aggregated Data. Customer acknowledges that Staffbase may collect aggregated and anonymized statistics about Customer's use of the Services ("**Aggregated Data**") to improve the Services. Such Aggregated Data may be derived from Customer Content, but will not contain any Customer Content, Customer Confidential Information, personal data or personally identifiable information, or any data that can be used to identify Customer or any individuals (including Authorized Users). Staffbase may create, reproduce, publicize, or otherwise use such Aggregated Data for internal business purposes (including development of the Services) and will not sell such Aggregated Data.

3.4. Optional Feedback. Customer grants to Staffbase and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction, or other optional feedback provided by Customer ("**Feedback**"). Staffbase will not identify Customer as the source of the Feedback.



3.5. Data Security. Staffbase will maintain reasonable technical, administrative, and organizational measures designed to secure and protect Customer Content from unauthorized disclosure as further described at www.staffbase.com/security. Staffbase's security measures include storing Customer Content on servers located in a physically secured location and using firewalls, access controls, and similar security technology designed to protect Customer Content from unauthorized disclosure.

3.6. Privacy and Data Protection. Where required, when Staffbase processes personal data (or personally identifiable information) as part of the Services, Staffbase's data processing agreement (currently available at <https://staffbase.com/en/legal/dpa/>) ("DPA") applies and is part of this Agreement, unless Staffbase and Customer have signed a separate data processing agreement. To the extent Customer is subject to the US Health Insurance Portability and Accountability Act of 1996, and its implementing regulations ("HIPAA"), Customer may not collect, transmit, provide, or otherwise make available to the Services "personal health information" as defined by HIPAA, unless Staffbase has expressly agreed otherwise in writing and Customer and Staffbase have executed a Business Associate Agreement.

4. CUSTOMER OBLIGATIONS

4.1. Embargo Compliance. Customer represents and warrants that neither it nor any of its Authorized Users are subjects of, a resident in, or located in, a country, region, or territory that is the subject of or target of sanctions of the United States, Canada, the United Kingdom, Australia, or any European Union member state. Customer must not permit its Authorized Users to access the Services from any such country, region, or territory and may not use the Services in violation of any export embargo.

4.2. Customer Obligations. Except as permitted by this Agreement, Customer must not (and must not allow, enable, or encourage any third-party to): **(a)** copy, transfer, distribute, sell, time-share, or otherwise provide access to a third-party; **(b)** modify, adapt, reverse engineer, reverse compile, or disassemble any Services, except to the extent expressly permitted by applicable law and then only with advance notice to Staffbase; **(c)** break or circumvent any security measures or usage tracking of the Services; **(d)** access the Services for the purpose of building a competitive product or service or copying its features or user interface or for the purpose of benchmarking or other comparative analysis; **(e)** remove or obscure any of Staffbase's proprietary or other notices contained in the Services; **(f)** use the Services to store or transmit any (i) Viruses, (ii) deceptive, infringing, defamatory, pornographic, harassing, abusive, or otherwise offensive, unlawful, or tortious materials, (iii) materials in violation of a third-party's privacy or other rights, applicable law, or confidentiality obligations to third parties, (iv) materials that would subject Staffbase to any law or regulation; **(g)** send spam or other unsolicited commercial email; **(h)** exceed Scope of Use limits, otherwise Staffbase will charge Customer for any over usage; and **(i)** take any action that would cause Staffbase, its Affiliates, or the Services to become subject to any third-party terms (including open source license terms).

4.3. Suspension. Staffbase may suspend Customer's access to the Services if Customer continues to exceed its Scope of Use limits twenty-one (21) days after having been notified. Staffbase may also suspend Customer's access to the Services, remove Customer Content, or disable Third-Party Services if Staffbase determines that Customer has breached Section 4 (Customer Obligations), or that suspension is necessary to prevent harm or liability to Staffbase, other customers, or third parties; or to preserve the security, stability, availability, or integrity of the Services. Staffbase will have no liability for taking action as permitted above. However, unless this Agreement has been terminated, Staffbase will cooperate with Customer to promptly restore access to the Services once it verifies that Customer has resolved the condition(s) requiring suspension.

5. CONFIDENTIALITY

5.1. Confidentiality Obligation. Each party (as the receiving party) must hold in confidence, protect with reasonable protective measures, not disclose the other party's Confidential Information to third parties (except as permitted by this Agreement); and only use the other party's Confidential Information



Master Subscription Agreement

to fulfill its obligations and exercise its rights under this Agreement. Each party may share the other party's Confidential Information with its, and its Affiliates', employees, agents, or contractors having a legitimate need to know, provided that the party remains responsible for any recipient's compliance with the terms of this Section and that these recipients are bound to confidentiality obligations no less protective than this Section.

5.2. Exclusions. These confidentiality obligations do not apply to (and Confidential Information does not include) information that: **(a)** is or becomes public knowledge through no fault of the receiving party; **(b)** was known by the receiving party before it received the Confidential Information; **(c)** is rightfully obtained by the receiving party from a third-party without breach of any confidentiality obligation; or **(d)** is independently developed by the receiving party without using the disclosing party's Confidential Information. A party may also disclose the other party's Confidential Information to the extent required by law or court order, provided it gives advanced notice (if permitted by law) and cooperates in any effort by the other party to obtain confidential treatment for the information.

5.3. Remedies. The parties acknowledge that disclosing Confidential Information may cause substantial harm for which damages alone may be an insufficient remedy, and so on breach or threatened breach of this Section, each party is entitled to seek appropriate equitable relief in addition to any other remedies it may have at law.

6. TERM AND TERMINATION

6.1. Subscription Term. This Agreement is effective as of the Effective Date and continues until the termination or expiration of all Subscription Terms. Each Order Form is effective as of the date set forth therein and continues for the Subscription Term specified in the Order Form. If no subscription start date is specified on the applicable Order Form, the subscription starts when Customer first obtains access to the Services. Unless otherwise stated on the applicable Order Form, all subscriptions will automatically renew for additional one (1) year periods unless either party notifies the other party of its intent not to renew at least ninety (90) days prior to the end of then-current Subscription Term.

6.2. Termination for Cause. Either party may terminate this Agreement, including any related Order Form, if the other party: **(a)** fails to cure any material breach of this Agreement (including a failure to pay undisputed fees) within thirty (30) days after written notice detailing the breach; **(b)** ceases operation without a successor; or **(c)** if permitted by applicable law, seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if any of these proceedings are instituted against that party (and not dismissed within sixty (60) days). Staffbase may also terminate this Agreement or any related Order Forms if Customer breaches Sections 1 (Access and Use of the Services) or 4 (Customer Obligations) and does not remedy the breach within a reasonable amount of time after written notice detailing the breach.

6.3. Effects of Termination. Upon any expiration or termination of this Agreement or an Order Form: **(a)** Customer's right to use and/ or distribute any software, Plugins, and/or Integrations related to the Services terminates immediately; **(b)** Customer's right to access the Services ceases immediately; **(c)** Customer's right to access any Customer Content in the applicable Service ceases immediately; and **(d)** Customer will promptly delete (or, at Staffbase's request, return) any and all copies of Documentation, passwords, or access codes, and any other Staffbase Confidential Information in Customer's possession, custody, or control. Prior to the end of the Subscription Term, Customer may self-export Customer Content and any downloadable materials using the available functionality in the Services, or if self-export is not available, Staffbase will, on written request by Customer and within thirty (30) days of the date of termination, make available a copy of Customer Content in an industry standard format. Staffbase will delete Customer Content thirty (30) days after the date of termination. If Staffbase terminates this Agreement for cause (Section 6.2), any payments for the remaining portion of the Subscription Term will become due and must be paid immediately by Customer. If Customer terminates this Agreement for cause (Section 6.2), Customer will receive a refund of any pre-paid subscription fees for the terminated



portion of the applicable Subscription Term. The following provisions will survive the termination of this Agreement: Sections 2, 3, 4.2, 5, 6.2, 6.3, 7.2, 8, 9, 10, and all defined terms in this Agreement.

7. WARRANTIES; DISCLAIMERS

7.1. Performance Warranty. Staffbase warrants that: **(a)** it will use industry-standard antivirus software designed to ensure that the Services are free of any Viruses; and **(b)** the Services will operate in substantial conformity with the applicable Documentation (collectively, the “**Performance Warranty**”). After discovery of any potential warranty claims, Customers must notify Staffbase in writing and Staffbase will promptly repair or replace any non-conformity associated with the Services so that each complies with the Documentation. If Staffbase determines that this remedy is not commercially feasible or is unable to conform the Services to the Performance Warranty in all material respects within thirty (30) days of being notified of such non-conformity, either party may terminate the applicable Order Form with prompt written notice. Upon termination as a result of a warranty claim under this Section, Customer will receive a refund of any pre-paid subscription fees for the terminated portion of the applicable Subscription Term. The remedy in this Section, together with Customer's rights in Section 6.2 (Termination for Cause), will be Customer's sole and exclusive remedy (and Staffbase's sole liability) for any breaches of the Performance Warranty. Notwithstanding the foregoing, the Performance Warranty does not cover: **(i)** errors in, or resulting from, Third-Party Services; **(ii)** Customer's misuse or failure to follow the Documentation; **(iii)** modifications of the Services by any party other than Staffbase (or its subcontractors); or **(iv)** use of an older version of the Services.

7.2. Warranty Disclaimer. Except as set forth in this Agreement, Staffbase and its licensors make no warranties, representations, or covenants of any kind to any person with respect to the Services, whether express or implied, including any implied warranties of merchantability, non-infringement, or fitness for a particular purpose. Staffbase and its licensors do not make any representation regarding the benefit that Customer will obtain for itself or the benefit of any third-party from its use of the Services. Furthermore, Staffbase does not represent or warrant that the Services will be error-free, always available, or operate without loss or corruption of data or technical malfunction. The Services may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Staffbase is not responsible for delays, delivery failures, or other damage resulting from such problems not caused by Staffbase. The disclaimers in this section will apply to the maximum extent permitted by applicable law, notwithstanding anything to the contrary in this Agreement. Customer may have other statutory rights. However, any statutorily required warranties under applicable law, if any, will be limited to the shortest period and maximum extent permitted by law.

8. INDEMNITY

8.1. Customer Indemnification. Customer will defend Staffbase against any claim, demand, suit, or proceeding (a “**Claim**”) made or brought against Staffbase by a third-party arising from Customer Content or Customer's use of the Services and indemnify Staffbase from any liabilities, damages, reasonable attorneys' fees, and costs arising from such Claim.

8.2. Staffbase Indemnification. Staffbase will defend Customer against any Claims made or brought against Customer by a third-party arising from an allegation that the Services infringe on the intellectual property rights of a third-party and will indemnify Customer from any damages, reasonable attorneys' fees, and costs arising from the Claim, except to the extent the Claim is based on Customer's use of the Services in violation of this Agreement. In the event of a claim against Customer alleging that the Services violate the intellectual property rights of a third-party, or if Staffbase reasonably believes that the Services may infringe or misappropriate such rights, Staffbase may, at its option: **(a)** modify the Services so that they no longer infringe or misappropriate; **(b)** obtain a license for Customer's continued use of the Services in accordance with this Agreement; or **(c)** terminate Customer's access to the applicable Service or this Agreement. Notwithstanding the above, Staffbase's obligations under this Section do not apply to the extent that the infringement results from: **(i)** any combination of the Services



with Third-Party Services; **(ii)** modifications of the Services by any party other than Staffbase (or its subcontractors); or **(iii)** use of an older version of the Services. **Subject to Section 9.2, this Section 8.2 states Customer's sole and exclusive remedy and Staffbase's entire liability with respect to any claim of intellectual property infringement.**

8.3. Procedures. Each party's defense and indemnification obligations are subject to the indemnifying party receiving: **(a)** prompt, but no less than five (5) business days, written notice of an indemnifiable claim; **(b)** the exclusive right to control and direct the defense and settlement of the indemnifiable claim, provided that the indemnifying party may not settle any claims unless it unconditionally releases the indemnified party of all liability; and **(c)** all reasonable assistance in the defence of the claim, at the indemnifying party's expense. The indemnified party may participate in a claim through counsel of its own choosing at its own expense.

9. LIMITATION OF LIABILITY

9.1. CONSEQUENTIAL DAMAGES WAIVER. To the maximum extent permitted by applicable law, in no event will either party be liable for any loss of use, inaccurate data, interruption of business, lost profits, costs of delay, reputational harm, or any indirect, special, incidental, punitive, cover, reliance, or consequential damages of any kind however caused, even if informed in advance of the possibility of these damages.

9.2. LIABILITY CAP. Each party's total aggregate liability arising out of or relating to this Agreement (including, but not limited to, claims for negligence, strict liability, breach of contract, misrepresentation, or tort claims) will not exceed **(a)** with respect to any claim or set of claims relating to the same events, the amount actually paid or payable by Customer to Staffbase for the applicable Service or related services in the twelve (12) months preceding the claim, or **(b)** in aggregate the amount of fees paid or payable under this Agreement.

9.3. EXCEPTIONS. Notwithstanding the foregoing, none of the limitations in this Section 9 excludes or limits either party's liability for a party's fraud, willful misconduct, gross negligence, or death or physical injury resulting from a party's negligence. In addition, the laws in some jurisdictions may not allow some of the limitations of liability in this section. If any of these laws is found to apply to this Agreement, this Section 9 will apply to the maximum extent permitted by law.

9.4. FAILURE OF ESSENTIAL PURPOSE. The limitations specified in this Section 9 must survive and apply even if any limited remedy in this Agreement is found to have failed its essential purpose.

10. GENERAL

10.1. Disputes. If Customer is dissatisfied with the Services and disagrees with Staffbase's proposed resolution, both parties agree to promptly escalate the issue to a Senior Director or Vice President (or equivalent executive) in their respective organizations for an amicable resolution without prejudice to the right to later seek a legal remedy.

10.2. Notices. Any notice or communication under this Agreement must be in writing. Customer must send any notices under this Agreement (including breach notices and warranty and indemnity claims) to Staffbase via mail, with a copy over email to legal@staffbase.com, and include "[LEGAL NOTICE]" in the subject line. Staffbase may also provide operational notices regarding the Services or other business-related notices through conspicuous posting of notices. Each party consents to receiving electronic notices.

10.3. Assignment. Neither party may assign this Agreement without the advance written consent of the other party, except that each party may assign this Agreement without consent in connection with a merger, reorganization, acquisition, or other transfer of all or substantially all of its assets or voting securities. Any attempt to transfer or assign this Agreement except as expressly authorized under this



Master Subscription Agreement

Section 10.3 will be void. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns.

10.4. Publicity. Unless otherwise specified in the applicable Order Form, Staffbase may use Customer's name, logo, and marks to identify Customer as a Staffbase customer on Staffbase's website and other marketing materials.

10.5. Subcontractors. Staffbase may use subcontractors to provide the Services and related services on behalf of Staffbase, provided that Staffbase remains liable for such subcontractors' performance.

10.6. Independent Contractors. The parties to this Agreement are independent contractors, and this Agreement does not create a partnership, joint venture, employment, franchise, or agency relationship. Neither party has the power to bind the other or incur obligations on the other party's behalf without prior written consent.

10.7. Force Majeure. Neither party will be liable for any delay or failure to perform its obligation under this Agreement if the delay or failure is due to causes beyond its reasonable control, including but not limited to a strike, blockade, war, act of terrorism, "act of god", pandemic, riot, natural or human-made disaster, failure or reduction of power or telecommunications or data networks or services, or government act.

10.8. Export. Customer is responsible for obtaining any required export or import authorizations for use of Customer Content within the Services.

10.9. Updates. During a Subscription Term, Staffbase may update the PSA, Documentation, Security page (<http://staffbase.com/security>), and Product-Specific Terms from time-to-time to reflect process improvements or changing practices, provided these changes do not substantially diminish Customer's rights or create substantial additional Customer obligations during a Subscription Term, and these changes will take effect thirty (30) days from the date of posting.

10.10. Entirety; Amendments; Waivers; Conflicts. This Agreement consists of this contract and any addenda or exhibits, the Order Form, the DPA, Product-Specific Terms, PSA, and SLA. In the event of a conflict between or among the documents, this Agreement is to be read in the following order of precedence: the DPA and its exhibits, the main body of this contract, any exhibits and attachments to this contract, the Order Form and any exhibits. This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings or discussions relating to the subject matter of this Agreement. Any amendments to this Agreement must be made in writing and signed by both parties. However, for Customers that will automatically renew under Section 6.1 (Subscription Term), if Staffbase modifies this Agreement at least one hundred and twenty (120) days before the end of the then-current Subscription Term, the modified version will take effect upon Customer's next renewal. No failure or delay on the part of either party in exercising any right or remedy under this Agreement will operate as a waiver, nor will any single or partial exercise of any such right or remedy preclude any exercise of any other right or remedy. Any pre-printed terms provided by Customer (including as part of any purchase order or other business form used by Customer) are for administrative purposes only and have no legal effect.

10.11. Severability. If any provision of this Agreement is found by any court of competent jurisdiction to be unenforceable or invalid, that provision will be limited to the minimum extent necessary so that this Agreement may otherwise remain in effect.

10.12. No Third-Party Rights. Nothing in this Agreement creates or confers any rights in any person or entity not a party to this Agreement.

10.13. Governing Law and Region-Specific Terms.

Master Subscription Agreement



10.13.1 Americas. For customers located in North and South America, this Agreement is governed by the laws of New York and the United States, without regard to choice or conflict of law rules. The parties consent to personal and exclusive jurisdiction of and venue in the courts located in Manhattan, New York.

10.13.2 European Economic Area. For customers located in the European Economic Area, this Agreement is governed by the laws of Netherlands, without regard to choice or conflict of law rules. The parties consent to personal and exclusive jurisdiction of and venue in the courts located in Amsterdam, Netherlands.

10.13.3 Rest of World. For customers located anywhere else, this Agreement is governed by the laws of England and Wales, without regard to choice or conflict of law rules. The parties consent to personal and exclusive jurisdiction of and venue in the courts located in London, England.



Schedule A – Definitions

For the purposes of this Agreement, the following definitions apply:

“Affiliate(s)” means any entity which is controlled by, in control of, or is under common control with a party to this Agreement, where “control” means either the power to direct the management or affairs of the entity or ownership of 50% or more of the voting securities of the entity.

“Confidential Information” means code, inventions, know-how, product plans, and technical and financial information exchanged under this Agreement, that is identified as confidential at the time of disclosure or should reasonably be considered confidential based on the circumstances surrounding the disclosure and the nature of the information disclosed.

“Custom Widgets” means widgets that are either built by the Customer or on its behalf, or widgets developed by third parties (other than Staffbase or its Affiliates) that Customer has the option to add or integrate to the Services.

“Customer Content” means content, images, fonts, icons, videos, templates, information, and other data (including, as applicable, any Confidential Information or Personal Data, as defined in the DPA) uploaded by Customer or created within the Services, or otherwise transmitted by Customer or its Third-Party Services providers in connection with its use of the Services.

“Documentation” means the end user technical documentation provided with the Services, currently available at <https://support.staffbase.com/> and <https://developers.staffbase.com/>.

“Integrations” means code, Application Programming Interfaces (APIs), or functionality that allow the Services to interact with Third-Party Services.

“Order Form” means any ordering documentation that references this Agreement.

“Plugins” means applications and other add-ons, including those of Third-Party Services, that are used with the Services.

“Product-Specific Terms” means additional terms and conditions (if any) specific to a Service or other Staffbase products, features, services, or subscription plans. Product-Specific Terms are currently available at www.staffbase.com/legal/service-specific-terms/.

“Scope of Use” means the usage limits or other scope of use descriptions for the Services included in the applicable Order Form or Documentation and further described in the Product-Specific Terms. These include any numerical limits on Authorized Users, storage space, and descriptions of product feature levels.

“Service(s)” means Staffbase service(s) ordered by Customer pursuant to an applicable Order Form (together with any and all related or underlying technology, code, know-how, logos and templates, anything delivered as part of support or other services, and any updates, modifications or derivative works of any of the foregoing).

“Subscription Term” means the initial term for the subscription to the applicable Service(s), as specified on Customer’s Order Form(s), and each subsequent renewal term (if any).

“Virus” means a virus, Trojan horse, worm, or other harmful computer code, files, scripts or programs designed to harm, disrupt, or interfere with computers, software, or hardware and detectable using commercially reasonable procedures.