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Staffbase Terms of Service

This is an archived version of the Staffbase Terms of Service. View the current version ([URL: https://staffbase.com/en/terms/](https://staffbase.com/en/terms/)) or all past versions ([URL: https://staffbase.com/en/terms/archive-terms/](https://staffbase.com/en/terms/archive-terms/)).

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 or related services, you agree to all the terms and conditions of this Terms of Service 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.

For customers located in the European Union, European Economic Area, Switzerland, the United Kingdom, and anywhere in the world except for the United States, and North and South America, these Terms of Service are with:

Staffbase GmbH ("**Staffbase**")

Annaberger Straße 73, 09111 Chemnitz, Germany

Commercial register: AG Chemnitz, HRB 29196

Managing directors : Frank Wolf, Dr. Martin Böhringer, and Dr. Lutz Gerlach

For customers located in the United States, North and South America, these Terms of Service are with:

Staffbase Inc. ("**Staffbase**")

A Delaware Corporation with its headquarters at:

251 W 30th St, 11th Floor New York, NY 10001 United States

Please note that we may modify this Agreement as further described in Section 18.9 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 Service-Specific Terms (as defined below) as well as any linked to or referenced policies or exhibits.

This Agreement is effective as of 6 November 2020.

1 OVERVIEW OF THE STAFFBASE PLATFORM. Staffbase operates a web and mobile platform where customers are provided with access to services for internal and external communication. Through the Admin Interface, Customers can manage their access to the Staffbase Services, configure the Staffbase Service, add Content, and set up Authorized Users, who can then access Content through Web Apps and Mobile Apps.

2 DEFINITIONS.

2.1 "Admin Interface" means the administrator area accessible via the web for Admin Users.

2.2 "Admin Users" means users specially designated and authorized by the Customer or its Affiliates to have administrative capabilities to manage and configure the Customer's subscription to the Staffbase Service.

2.3 "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.

2.4 "App Store" means a digital distribution store for Mobile Apps provided by a third party.

- 2.5 “Authorized Users”** means Admin Users and Registered Users.
- 2.6 “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.
- 2.7 “Content”** means text, images, videos, and other content selected for use with the Staffbase Service.
- 2.8 “Customer Data”** means Content and any other data selected for use with the Staffbase Service.
- 2.9 “Documentation”** means the end user technical documentation created by Staffbase and provided with the Staffbase Service, currently available at <https://support.staffbase.com/> (URL: <https://support.staffbase.com/>) and <https://developers.staffbase.com/> (URL: <https://developers.staffbase.com/>).
- 2.10 “Integrations”** means code, APIs, or functionality that allow the Staffbase Service to interact with Third-Party Services.
- 2.11 “Mobile Apps”** means applications for smartphones and tablets as further described in the Service-Specific Terms.
- 2.12 “Order Form”** means any ordering documentation that references this Agreement.
- 2.13 “Plugins”** means applications and other add-ons, including those of Third-Party Services, that are used with the Staffbase Service.
- 2.14 “Public Area”** means areas of the Staffbase Service in the Web Apps and Mobile Apps accessible by Unregistered Users.
- 2.15 “Registered Users”** means users specially designated and authorized by the Customer to access the Staffbase Service.
- 2.16 “Regulated Data”** means: **(i)** any patient, medical, or other protected or regulated health information protected under laws or regulations specifically for patient data, patient records information management, or protected health information; **(ii)** any government IDs, financial information (including bank account or

payment card numbers); or **(iii)** any other information subject to regulation or protection under specific laws or regulations.

- 2.17 “Service-Specific Terms”** means the additional or different terms and conditions (if any) specific to a Staffbase Service or other Staffbase products, features, services or subscription plans. Service-Specific Terms are currently available at staffbase.com/legal/service-specific-terms/ (URL: <https://staffbase.com/legal/service-specific-terms/>).
- 2.18 “Scope of Use”** means the usage limits or other scope of use descriptions for the Staffbase Service included in the applicable Order Form (including descriptions of packages and features) or Documentation. These include any numerical limits on Authorized Users, and descriptions of product feature levels.
- 2.19 “Staffbase Code”** means the code developed and provided by Staffbase to Customer for use in connection with the Staffbase Service, which may include Staffbase’s Mobile Apps, SDK(s), Integrations, APIs, and Plugins developed and provided by Staffbase.
- 2.20 “Staffbase Service(s)”** means the specific proprietary software-as-a-service product(s) of Staffbase specified in Customer’s Order Form, including any related Staffbase Code and Documentation, and excluding any Third-Party Services.
- 2.21 “Staffbase Technology”** means the Staffbase Service, any and all related or underlying documentation, 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, including as may incorporate any Feedback. Staffbase Technology includes, but is not limited to, the Mobile Apps, Staffbase Code, and Web Apps.
- 2.22 “Subscription Term”** means the initial term for the subscription to the applicable Staffbase Service, as specified on **Customer’s** Order Form(s), and each subsequent renewal term (if any).
- 2.23 “Third-Party Services”** means any applications, Integrations, Plugins, software, code, online services, systems, and other products not developed by Staffbase and chosen by Customer and that interact in any way with the Staffbase Service, and if

ordered or provided through Staffbase, identified by Staffbase as a Third-Party Service.

2.24 “Unregistered Users” means users that access the Public Area that are not Admin Users or Registered Users.

2.25 “Web Apps” means web applications for access to the Staffbase Services over web browsers as further described in the Service-Specific Terms.

Other terms are defined in other sections of this Agreement or in the relevant Service-Specific Terms, policies, or Exhibits.

3 ORDER FORMS.

From time-to-time, Customer and Staffbase may agree Order Forms for purchase of the Staffbase Service that reference this Agreement. These Order Forms are subject to the terms and conditions of this Agreement and will set out the relevant Staffbase Service, support, product descriptions, and other relevant information applicable to that Order Form and the specific Staffbase Service.

4 ACCOUNT REGISTRATION AND USE.

4.1 Admin Users. Admin Users will need to register for a Staffbase account in order to receive the Staffbase Service. Account information submitted by Admin Users must be accurate, current, and complete. Customer agrees to keep information on Admin Users up-to-date so that Staffbase may send notices, statements, and other information by email or through Customer’s account to Admin Users.

4.2 Registered Users. Customer (through the Staffbase Service) may grant access to Registered Users (such as through bulk registration, as described in the Documentation), who get access to specially designated Content (not accessible in the Public Area, see below for more details). Between the parties, Customer is responsible for the accuracy and completeness of Registered User information.

4.3 Use by Authorized Users. Authorized Users may consist of Customer’s and its Affiliates’ employees, contractors, franchisees, or service providers (such as consulting or communications agencies), provided their use is for Customer’s or Customer’s

Affiliates' benefit only. Account information for Authorized Users will be governed by the Customer's privacy policy, and between the parties, 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.

4.4 Account security. Customer must ensure that any user IDs, passwords, and other access credentials (such as API tokens) for the Staffbase Service are kept strictly confidential and not shared with any unauthorized person. If any Authorized User stops working for Customer, Customer must immediately terminate that person's access to its account and any Staffbase Service. Customer will be responsible for any and all actions taken using its and its users' accounts, passwords, or access credentials. Customer must notify Staffbase immediately of any breach of security or unauthorized use of its account. Accounts are granted to specific customers and users and must not be shared with others.

4.5 Public Area. Certain plans for the Staffbase Services offer a Public Area, where Unregistered Users can access selected Content specially designated as being available to the Public Area. Use of the Public Area by Unregistered Users will be governed by the Customer's privacy policy, terms of service, and any other required legal terms and policies, and Customer must make reasonable efforts to enforce these terms and policies. Between the parties, the Customer is responsible for any required consents or disclosures to Unregistered Users as required by applicable law.

5 USE RIGHTS

5.1 Use of Staffbase Services. Subject to all the terms and conditions of this Agreement, Staffbase grants Customer a worldwide, non-exclusive, non-transferable (except as set out in 18.2 (Assignment)), non-sublicensable right and license during the applicable Subscription Term to access and use the Staffbase Service(s) designated on Customer's Order Form solely for Customer's (and Customer Affiliates') internal business purposes, but only in accordance with this Agreement (including without

limitation any applicable Service-Specific Terms), the Documentation, and all applicable Scope of Use descriptions.

5.2 Documentation. Staffbase's Documentation is available online and constantly being developed and improved, and as a result, during a Subscription Term Staffbase may update the Documentation to reflect best practice with the relevant Staffbase Service. As part of the right and license in Section 5.1 above, Customer and its Affiliates may use limited copies (digital or print) of the Staffbase Documentation for internal use for the purposes of educating Authorized Users on how to use the relevant Staffbase Service. Customer is solely responsible for keeping any internal copies of the Documentation up-to-date with Staffbase's version.

5.3 Mobile Apps. For Mobile Apps, the right and license granted in Section 5.1, subject to the same conditions, further includes: **(i)** for those that download the Mobile App from an App Store, a worldwide, non-exclusive, non-transferrable, non-sublicensable right and license during the Subscription Term to install and use the Mobile Apps; and **(ii)** for Customer, the right and license during the Subscription Term to distribute the Mobile Apps (such as through Mobile Device Management, a download page, or through an App Store) and the limited right to sublicense distribution through App Stores (if applicable).

5.4 General Restrictions. Customer must not (and must not allow any third party to): **(i)** rent, lease, copy, transfer, resell, sublicense, time-share, or otherwise provide access to the Staffbase Service to a third party (except as permitted by this Agreement); **(ii)** incorporate the Staffbase Service (or any portion of it) with, or use it with, or to provide, any site, product, or service, other than as specifically permitted above; **(iii)** publicly disseminate information regarding the performance of the Staffbase Service (which is deemed Staffbase's Confidential Information); **(iv)** modify or create a derivative work of the Staffbase Service or any portion of it; **(v)** reverse engineer, disassemble, decompile, translate, or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats, or non-public APIs to any Staffbase Service (including Staffbase Code), except to the extent expressly permitted by applicable law and then only with advance notice to Staffbase; **(vi)** break or circumvent any security measures, rate limits, or usage tracking of the Staffbase Service; **(vii)** distribute

any portion of the Staffbase Service other than the Mobile Apps as specifically permitted in this Agreement; **(viii)** access the Staffbase Service for the purpose of building a competitive product or service or copying its features or user interface; **(ix)** use the Staffbase Service for purposes of product evaluation, benchmarking, or other comparative analysis intended for publication without Staffbase's prior written consent; or **(x)** remove or obscure any of Staffbase's proprietary or other notices contained in the Staffbase Service.

6 CUSTOMER DATA AND SECURITY.

6.1 Rights in Customer Data. As between the parties, Customer retains all right, title, and interest (including any intellectual property rights) in and to the Customer Data (excluding any Staffbase Technology). Customer hereby grants Staffbase a non-exclusive, worldwide, royalty-free right and license to collect, use, copy, display, perform, store, transmit, modify, and create derivative works of the Customer Data solely to the extent necessary to provide the Staffbase Service and related services to Customer.

6.2 Security. Staffbase agrees to maintain commercially reasonable technical and organizational measures designed to secure its systems from unauthorized disclosure and modification, which are described in more detail on Staffbase's Security page on the website, currently available at staffbase.com/security (URL: <https://staffbase.com/security/>). Staffbase's security measures include: **(i)** storing Customer Data on servers located in a physically secured location; and **(ii)** using firewalls, access controls, and similar security technology designed to protect Customer Data from unauthorized disclosure and modification. Additional security controls and other technical and organizational measures applicable for personal data are set out in the Data Processing Agreement, if applicable (See Section 6.3 below).

6.3 Privacy and Data Protection. For personal data, including of Authorized Users, processed by Staffbase as part of Staffbase Services, the Data Processing Agreement, currently available at <https://staffbase.com/en/legal/dpa/> (URL: <https://staffbase.com/en/legal/dpa/>) (the "**DPA**"), applies and is a part of this Agreement, unless Staffbase and Customer have signed a separate data processing agreement.

7 CUSTOMER OBLIGATIONS. Customer agrees to: **(i)** maintain legally-adequate privacy policies and provide all required disclosures to its users; **(ii)** maintain legally-adequate terms of service (or similar) for the Public Area of Customer's permitted Web Apps and Mobile Apps and provide all required disclosures; **(iii)** obtain all necessary rights, releases, and consents to allow Customer Data to be collected, used, and disclosed in the manner contemplated by this Agreement and to grant Staffbase the rights set out in this Agreement; **(iv)** use the Staffbase Service in compliance with Staffbase's then-current Acceptable Use Policy (currently available at staffbase.com/legal/acceptable-use-policy/ (URL: <https://staffbase.com/legal/acceptable-use-policy/>)); **(v)** not submit, collect, or use any Regulated Data to or with the Staffbase Service (including from Third-Party Services) unless specifically permitted by the Service-Specific Terms; **(vi)** comply with any third-party terms applicable to the Mobile Apps (such as App Store terms), and applicable to any Third-Party Services used in connection with the Staffbase Service; and **(vii)** not take any action that would cause Staffbase, the Staffbase Service or the Staffbase Code to become subject to any third-party terms (including open source license terms). Customer represents and warrants that the collection, use, and disclosure of Customer Data under this Agreement will not violate any third-party rights, including intellectual property, privacy, data protection, and publicity rights. If Customer receives any take down requests or infringement notices related to Customer Data or its use of Third-Party Services, it must promptly: **(a)** stop using the related item with the Staffbase Service; and **(b)** notify Staffbase. If Staffbase receives any take down requests or infringement notices related to Customer Data or Customer's use of Third-Party Services, Staffbase may respond in accordance with its policies, currently available at staffbase.com/legal/notice-and-take-down/ (URL: <https://staffbase.com/legal/notice-and-take-down/>), and will promptly notify and consult with the Customer on next steps. Customer acknowledges that Staffbase does not monitor or review Content, and that as between the parties, Customer is responsible for all Content.

8 SUPPORT, IMPLEMENTATION, AND CUSTOMER SUCCESS. Staffbase makes available web-based support through its website (currently available at <https://support.staffbase.com/> (URL: <https://support.staffbase.com/>)). Additional support services, including technical support and customer success resources, may be available to Customer upon payment of applicable fees (if any), as specified in

Customer's Order Form. Any support services are subject to this Agreement and Staffbase's applicable support policies. Staffbase may also provide onboarding, deployment, and other services under this Agreement. The scope, pricing, and other terms for these additional services will be specified in an Order Form or other document referencing this Agreement. Customer may use anything delivered as part of these additional services internally during its Subscription Term to support its authorized use of the Staffbase Service, subject to the restrictions in Section 5 (Use Rights) above applicable to the Staffbase Service itself. Staffbase's ability to deliver services will depend on Customer's reasonable and timely cooperation and the accuracy and completeness of any information from Customer needed to deliver the services.

9 FEES AND PAYMENT.

9.1 Fees. Customer agrees to pay all fees in the currency and payment period and payment frequency specified in the applicable Order Form. Staffbase's fees are exclusive of all taxes, and Customer must 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. Customer will make tax payments to Staffbase to the extent amounts are appropriately included in Staffbase's invoices. Payments are non-refundable and non-creditable and payment obligations non-cancellable. Undisputed late payments may be subject to a service charge equal to the lesser of 1.5% per month of the amount due or the maximum amount allowed by law.

9.2 Invoices and Disputes. Staffbase sends invoices electronically, in advance, as set out in the Order Form. Customer must notify Staffbase in writing of any good-faith invoice dispute within twenty (20) days of the applicable invoice date and reasonably cooperate with Staffbase in resolving any dispute. If the parties are unable to resolve a dispute within ten (10) days of Customer's notice, each party will have the right to seek any remedies it may have under this Agreement. If Customer requires a Purchase Order number referenced on Staffbase's invoice, Customer must promptly provide the Purchase Order number. If Customer does not promptly provide the Purchase Order number, Customer agrees to pay the invoice without a referenced Purchase Order

number. For clarity, any undisputed amounts must be paid in full in accordance with this Section.

10 TERM.

10.1 Term. This Agreement is effective until all of the Customer's Subscription Terms for the Staffbase Service(s) have expired or are terminated as expressly permitted in this Agreement.

10.2 Subscription Term and Renewals. By executing an Order Form for purchase of a Staffbase Service, Customer is agreeing to pay applicable fees for the entire Subscription Term. Customer cannot cancel or terminate a Subscription Term except as expressly permitted by Section 11.1 (Termination for Cause) or a Service-Specific Term. If no subscription start date is specified on the applicable Order Form, the subscription starts when Customer first obtains access to the Staffbase Service via the Admin Interface. Each Subscription Term will automatically renew for additional successive twelve-month periods unless: **(i)** otherwise stated on the applicable Order Form; or **(ii)** either party gives written notice of non-renewal at least ninety (90) days before the end of the then-current Subscription Term. Unless otherwise agreed in the relevant Order Form, pricing for renewals of a Subscription Term, new Order Forms, or Change Order Forms will be at Staffbase's then-current rates.

11 TERMINATION.

11.1 Termination for Cause. Either party may terminate this Agreement, including any related Order Form, if the other party: **(i)** 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; **(ii)** ceases operation without a successor; or **(iii)** 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 immediately if Customer breaches Sections 5 (Use Rights) or 7 (Customer Obligations), or for repeated violations of this Agreement.

11.2 Effect of Termination. Upon any expiration or termination of this Agreement or an Order Form: **(i)** Customer's license rights

terminate and it must promptly: **(a)** stop use of the applicable Staffbase Service(s) (including any related Staffbase Technology); **(b)** stop distributing any Mobile Apps; and **(c)** delete (or, at Staffbase's request, return) any and all copies of the Staffbase Code, any Staffbase Documentation, passwords or access codes, and any other Staffbase Confidential Information in Customer's possession, custody, or control; **(ii)** Customer's right to access any Customer Data in the applicable Staffbase Service will cease and Staffbase may delete the Customer Data at any time after thirty (30) days from the date of termination; and **(iii)** on written request within thirty (30) days of the termination date, Staffbase will make available a copy of Customer's Content in an industry standard format, with the costs for the data export to be paid by the Customer. If Staffbase terminates this Agreement for cause as provided in Section 11.1 (Termination for Cause), any payments for the remaining portion of the Subscription Term will become due and must be paid immediately by Customer. Except where this Agreement specifies an exclusive remedy, all remedies under this Agreement, including termination or suspension, are cumulative and not exclusive of any other rights or remedies that may be available to a party.

11.3 Suspension. Staffbase may suspend Customer's access to the Staffbase Service(s) if: **(i)** Customer's account is overdue by fourteen (14) or more days; or **(ii)** Customer continues to exceed its Scope of Use limits after having been notified. Staffbase may also suspend Customer's access to the Staffbase Service(s), remove Customer Data or disable Third-Party Services if it determines that: **(a)** Customer has breached Sections 5 (Use Rights) or 7 (Customer Obligations); or **(b)** suspension is necessary to prevent harm or liability to other customers or third parties, or to preserve the security, stability, availability or integrity of the Staffbase Service. 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 Staffbase Service once it verifies that Customer has resolved the condition requiring suspension.

11.4 Survival. The following Sections survive any expiration or termination of this Agreement: 2 (Definitions); 4 (Account Registration and Use); 5.4 (General Restrictions); 6.1 (Rights in Customer Data); 9 (Fees and Payment); 11 (Termination); 12

(Confidential Information); 13 (Staffbase Technology); 14 (Indemnification); 15 (Disclaimers); 16 (Limitations of Liability); 17 (Third-Party Services); and 18 (General).

12 CONFIDENTIAL INFORMATION.

12.1 Confidentiality Obligation. Each party (as the receiving party) must: **(i)** hold in confidence and not disclose the other party's Confidential Information to third parties except as permitted by this Agreement; and **(ii)** only use the other party's Confidential Information 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 (which, for Staffbase, includes the subcontractors referenced in Section 18.5), provided that the party remains responsible for any recipient's compliance with the terms of this Section 12 and that these recipients are bound to confidentiality obligations no less protective than this Section.

12.2 Exclusions. These confidentiality obligations do not apply to (and Confidential Information does not include) information that: **(i)** is or becomes public knowledge through no fault of the receiving party; **(ii)** was known by the receiving party before it received the Confidential Information; **(iii)** is rightfully obtained by the receiving party from a third party without breach of any confidentiality obligation; or **(iv)** 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.

12.3 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 of this Section, each party is entitled to seek appropriate equitable relief in addition to any other remedies it may have at law.

13 STAFFBASE TECHNOLOGY

13.1 Ownership and Updates. This is a subscription agreement for access to and use of the Staffbase Service. Customer

acknowledges that it is obtaining only a limited right to use the Staffbase Service and that irrespective of any use of the words “purchase”, “sale” or similar terms, no ownership rights are transferred to Customer under this Agreement. This is not a lease or rental agreement of computer software. The Staffbase Service is offered as an online, hosted product accessible through Web Apps and Mobile Apps. Accordingly, Customer acknowledges and agrees that it has no right to obtain a copy of the software behind any Staffbase Service (including without limitation the Mobile Apps or Web Apps) and that Staffbase at its option may make updates, bug fixes, modifications, or improvements to the Staffbase Service from time-to-time. Customer agrees that Staffbase (or its suppliers) retain all rights, title and interest (including all intellectual property rights) in and to all Staffbase Technology (which is Staffbase’s Confidential Information) and reserves any licenses not specifically granted in this Agreement.

13.2 Feedback. If Customer elects to provide any suggestions, comments, improvements, information, ideas or other feedback or related materials to Staffbase about the Staffbase Services (collectively, “**Feedback**”), Customer hereby grants Staffbase a worldwide, perpetual, non-revocable, sublicensable, royalty-free right and license to use, copy, disclose, license, distribute, and exploit any Feedback in any manner without any obligation, payment, or restriction based on intellectual property rights or otherwise, however Staffbase will not identify Customer as the source of the Feedback. Feedback becomes the Confidential Information of Staffbase, and nothing in this Agreement limits Staffbase’s right to independently use, develop, evaluate, or market products, whether incorporating Feedback or otherwise.

14 INDEMNIFICATION. Customer agrees to defend and indemnify Staffbase from and against any third-party claims and liabilities to the extent resulting from: Customer Data; or a breach or alleged breach of Section 7 (Customer Obligations). Customer’s defense and indemnification obligations are subject to the Customer receiving: **(i)** prompt written notice of a claim; **(ii)** the exclusive right to control and direct the investigation, defense, and settlement of the claim; and **(iii)** all reasonably necessary cooperation of Staffbase at Customer’s expense (as to reasonable out-of-pocket costs). Customer must not settle any claim without Staffbase’s prior written consent if the settlement would require Staffbase to admit fault, pay amounts that

Customer must pay under this Section, or take or refrain from taking any action (other than with respect to the Staffbase Service or features). Staffbase may participate in a claim through counsel of its own choosing at its own expense.

15 DISCLAIMERS. All Staffbase Technology and related services are provided “as is” and on an “as available” basis. Neither Staffbase nor its suppliers make any other warranties, express or implied, statutory or otherwise, including but not limited to warranties of merchantability, title, fitness for a particular purpose, or noninfringement. Staffbase makes no other representation, warranty, or guarantee that the Staffbase Technology will meet Customer’s requirements or expectations, that Customer Data will be accurate, complete, or preserved without loss, or that Staffbase Technology will be timely, uninterrupted or error-free. Staffbase does not guarantee that security measures will be error-free and will not be responsible or liable for unauthorized access beyond its reasonable control. Staffbase will not be responsible or liable in any manner for any Third-Party Services, or non-Staffbase services (including for any delays, interruptions, transmission errors, security failures, and other problems caused by these items), for Regulated Data received from Customer in breach of this Agreement, for the collection, or use and disclosure of Customer Data authorized by this Agreement. 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.

16 LIMITATIONS OF LIABILITY.

16.1 LIABILITY CAP. Staffbase and its suppliers’ total liability will not exceed in aggregate the amount actually paid or payable by Customer to Staffbase for the applicable Staffbase Service or related services in the twelve (12) months preceding the claim. To the maximum extent permitted by applicable law, in no event will Staffbase or its suppliers 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. The limitations of liability resulting from the

provisions of this Section 16 apply to the same extent in favor of the legal representatives, directors, officers, employees, and other agents of Staffbase.

16.2 EXCEPTIONS. Notwithstanding the foregoing, none of the limitations in this Section 16 excludes either party's liability for fraud or for death or personal injury to the extent caused by 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 16 will apply to the maximum extent permitted by law.

16.3 FAILURE OF ESSENTIAL PURPOSE. Each party acknowledges and agrees that this Section 16 is a fundamental basis of the bargain and a reasonable allocation of risk between the parties and will survive and apply to any claims arising out of or related to this Agreement, any Staffbase Technology or any related services, regardless of the theory of liability (contract, tort, strict liability, or otherwise), even if any limited remedy in this Agreement is found to have failed of its essential purpose.

17 THIRD-PARTY SERVICES. If Customer chooses to use Third-Party Services in connection with the Staffbase Services, those products may access Customer's instance of the Staffbase Service, including Customer Data. Unless otherwise agreed in an Order Form, Staffbase does not warrant or support Third-Party Services and disclaims all responsibility and liability for these items and their access to the Staffbase Services, including their modification, deletion, disclosure, or collection of Customer Data. Staffbase is not responsible in any way for Customer Data once it is transmitted, copied, or removed from the Staffbase Services by Customer or under Customer's direction or control.

18 GENERAL.

18.1 Disputes. If Customer is dissatisfied with the Staffbase 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.

18.2 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 Section 18.2 will be void. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns.

- 18.3 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 ([URL: mailto:legal@staffbase.com](mailto:legal@staffbase.com)), and include “[LEGAL NOTICE]” in the subject line. Staffbase may also provide operational notices regarding the Staffbase Service or other business-related notices through conspicuous posting of the notice on the Staffbase Service for Admin Users. Each party consents to receiving electronic notices.
- 18.4 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.
- 18.5 Subcontractors.** Staffbase may use subcontractors and permit them to exercise the rights granted to Staffbase in order to provide the Staffbase Service and related services under this Agreement, including, for example, Staffbase's hosting service and CDN providers. However, subject to all terms and conditions of this Agreement, Staffbase will remain responsible for: **(i)** compliance of its subcontractors with the terms of this Agreement; and **(ii)** the overall performance of the Staffbase Services if and as required under this Agreement. Subprocessors of personal data may be subject to additional requirements, please see Section 6.3 and the relevant DPA for more details.
- 18.6 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.

- 18.7 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.
- 18.8 Export.** Customer is responsible for obtaining any required export or import authorizations for use of the Staffbase Services and for any Customer Data.
- 18.9 Updates.** During a Subscription Term, Staffbase may update Staffbase’s Security page and Acceptable Use Policy from time-to-time to reflect process improvements or changing practices, and these changes will take effect thirty (30) days from the date of posting.
- 18.10 Amendments; Waivers.** Any modification or amendment to this Agreement must be made in writing and executed by an authorized representative of each party. However for Customers that will automatically renew under Section 10.2 (Subscription Term and Renewal), 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. In the event of any conflict between this Agreement and any Order Form, this Agreement will take precedence unless otherwise expressly provided. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement. Waivers must be made in writing and executed by an authorized representative of the waiving party.
- 18.11 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.
- 18.12 No Third-Party Rights.** Nothing in this Agreement confers on any third party the right to enforce any provision of this Agreement. Customer acknowledges that each Order Form only permits use by and for the legal entity or entities identified in the Order Form(s).

18.13 Entire Agreement. This Agreement represents the parties' complete and exclusive understanding relating to the Agreement's subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Staffbase Technology or any other subject matter covered by this Agreement. The terms of the United Nations Convention on Contracts for the International Sale of Goods do not apply to this Agreement. Any 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. Order Forms referencing this Agreement may be signed in counterparts, including by electronic copy, each of which will be deemed an original, and all counterparts together constituting one and the same Agreement.

18.14 Governing Law, Jurisdiction and Region-Specific Terms.

Governing law, jurisdiction, and other region-specific terms are set out below:

Germany, Austria, and Switzerland (“DACH”).

For customers located in DACH, the following terms apply:

Governing Law; Jurisdiction and Venue. This Agreement is governed by the laws of Germany and the parties submit to the exclusive jurisdiction and venue of courts located in Chemnitz, Germany.

CLARIFICATION ON LIABILITY CAP UNDER SECTION 16.1. The parties agree that the liability cap at Section 16.1 (Liability Cap) applies for slightly negligent infringement of a material contractual obligation, whose fulfillment is essential in accomplishing the contract and on whose fulfillment the other party can regularly depend (“Cardinal Duty”).

The Parties specifically agree that the typical foreseeable damage and breaches of a Cardinal Duty will not exceed in aggregate the liability cap set out in Section 16.1.

ADDITIONAL EXCEPTIONS ON LIABILITY UNDER SECTION 16.2. None of the limitations in Section 16 excludes either party's liability for damages directly resulting from: (i) intent; (ii) gross negligence; (iii) culpable injury to life, body and health; (iv) in case of a breach of guarantee, which must be explicitly named a "guarantee"; or (v) mandatory liabilities under the Product Liability Act.

Impressum for Staffbase GmbH. Handelsregister: AG Chemnitz, HRB 29196. Geschäftsführer: Frank Wolf, Dr. Martin Böhringer, and Dr. Lutz Gerlach.

Europe and Rest of World

For customers located in Europe (excluding DACH, UK, Ireland, and ROI) and any other jurisdiction not covered by the region-specific terms below (Rest of World), the following terms apply:

Governing Law; Jurisdiction and Venue. This Agreement is governed by the laws of the Netherlands and the parties submit to the exclusive jurisdiction and venue of courts located in Amsterdam, the Netherlands. All disputes arising out of or in connection with this agreement will be resolved by the Amsterdam District Court following proceedings in English before the Chamber for International Commercial Matters ("**Netherlands Commercial Court**" or "**NCC District Court**"), to the exclusion of the jurisdiction of any other courts. An action for interim measures, including protective measures, available under Dutch law may be brought in the NCC's Court in Summary Proceedings (CSP) in proceedings in English. Any appeals against NCC or CSP judgments will be submitted to the Amsterdam Court of Appeal's Chamber for International Commercial Matters ("**Netherlands Commercial Court of Appeal**" or "**NCCA**").

ADDITIONAL EXCEPTIONS ON LIABILITY UNDER SECTION 16.2. None of the limitations in Section 16 excludes or limits either party's liability for intent or gross negligence (*opzet of bewuste roekeloosheid*) of that party or its managerial staff.

Force Majeure (under Section 18.7). The parties agree that "causes beyond a party's reasonable control" include if the delay or failure is due to a force majeure event (*overmacht*) as defined in Article 6:75 of the Dutch Civil Code.

US, North and South America.

For customers located in the United States, North America, and South America, the following terms apply:

Governing Law; Jurisdiction and Venue. This Agreement is governed by the laws of New York and the United States, without regard to choice or conflict of law rules. The exclusive jurisdiction and venue for actions related to the subject matter of this Agreement are the state courts located in Manhattan, New York or the United States District Court for the Southern District of New York, and both parties submit to the personal jurisdiction of these courts.

U.S. Government Use. The Staffbase Services are based upon commercial computer software. If the user or licensee of an Staffbase Service is an agency, department or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure or transfer of the Staffbase Service, or any related documentation of any kind, including technical data and manuals, is restricted by a license agreement or by this Agreement in accordance with Federal Acquisition Regulations 12.211 (Technical Data) and 12.212 (Computer Software) for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). The Staffbase Services were developed fully at

private expense. All other use is prohibited. If greater rights are needed, a mutually acceptable written amendment specifically conveying these rights must be included as part of this Agreement.

General. The Uniform Computer Information Transactions Act (UCITA) do not apply to this Agreement regardless of when or where adopted.

Attorneys' Fees and Costs. If Staffbase prevails in any action to enforce this Agreement, it will be entitled to recover its reasonable attorneys' fees and costs for the action.

Additional Export Requirements. Customer represents and warrants that it, its Affiliates, and its Authorized Users are not on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country. Customer must not access or use the Staffbase Service in violation of any U.S. export embargo, prohibition or restriction.

Republic of Ireland (ROI).

For customers located in the Republic of Ireland, the following terms apply:

Governing Law; Jurisdiction and Venue. This Agreement is governed by the laws of the Republic of Ireland and the parties submit to the exclusive jurisdiction and venue of courts located in Dublin.

UK, Middle East, Africa, Russia, and India.

For customers located in the the United Kingdom, British Crown Dependencies, British Overseas Territories, Middle East, Africa, Russia, and India, the following terms apply:

Governing Law; Jurisdiction and Venue. This Agreement is governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction and venue of courts located in England.

Australia and New Zealand.

For customers located in Australia and New Zealand, the following terms apply:

Governing Law; Jurisdiction and Venue. This Agreement is governed by and is to be construed in accordance with the laws applicable in New South Wales, Australia and the parties submit to the exclusive jurisdiction and venue of courts located in New South Wales.

Additional mediation under Section 18.1 (Disputes). If a dispute is not resolved in a reasonable time agreed to by the parties by executive negotiation under Section 18.1 (Disputes), the parties may agree on mediation under the ACICA Mediation Rules. The mediation will either be online or take place in Sydney, Australia and be performed by the Australian Centre for International Commercial Arbitration (ACICA).

Arbitration. If a dispute is not resolved by mediation as set out above, then within such time period as agreed between the parties, the dispute will be referred to arbitration and: **(i)** Arbitration will be under the Rules of the Australian Centre for International Commercial Arbitration ("**ACICA Rules**")

current at the time of arbitration, with one arbitrator and proceedings in English; **(ii)** The seat of the arbitration will be Sydney, Australia, however the Parties will make use of online proceedings if available; **(iii)** The Parties agree that they wish to achieve a just, quick and cheap resolution of any dispute; any arbitration conducted under this clause will not mimic court proceedings and the practices of those courts will not regulate the conduct of the proceedings before the tribunal; and in conducting the arbitration, the tribunal must take into account the matters set out in this paragraph; **(iv)** All evidence in chief will be in writing unless otherwise ordered by the arbitrator; **(v)** Subject to paragraph (vi), any award will be final and binding on the parties; **(vi)** Each party consents to any appeal to a court where that appeal is made under the Commercial Arbitration Act 2010 (NSW) on a question of law arising in connection with an arbitral award made under this clause. **(vii)** This section does not prevent a party from seeking urgent interlocutory relief from a court of competent jurisdiction; **(viii)** The arbitration agreement will be governed by the laws of New South Wales, Australia; and **(ix)** Despite the existence of a dispute, each party must continue to perform its obligations under this Agreement.

Additional tax-related section (Australia and New Zealand):

A. Interpretation. References to an entity in this tax-related section (including Staffbase, the Customer, or the Payee, defined below), include references to the representative member of a GST group to which the entity belongs. All words and phrases that are not otherwise defined in this Agreement have the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) ("**the GST Act**").

B. Reverse charge. Under Division 83 of the GST Act, Customer agrees to pay the GST on all taxable supplies made by Staffbase to Customer under or in connection with this Agreement.

C. Warranty and Indemnity. Customer represents and warrants that it is registered for GST. Customer will indemnify, defend, and hold harmless Staffbase from and against any and all third-party claims, costs, damages, liabilities (including without limitation any tax impost, penalty, or interest charge), and expenses (including reasonable attorneys' fees and costs) arising from a breach of this representation and warranty.

D. Termination of reverse charge arrangement. The reverse charge arrangement in Section B will cease to apply where either party gives notice in writing to the other party terminating the arrangement. The notice must specify the date of termination, which must be not less than 14 days after the notice is given.

E. GST recovery. This Section E applies where Section B does not apply or a reverse charge arrangement has been terminated. Where Staffbase makes a taxable supply to Customer under or in connection with this Agreement, Customer must pay to Staffbase an additional amount equal to the GST payable on the supply (unless the consideration for that taxable supply is expressed to include GST). The additional amount must be paid by Customer at the date when any consideration for the taxable supply is first paid or provided.

F. Reimbursements, etc. Subject to an express provision in this agreement to the contrary, any payment, reimbursement, or indemnity required to be made to a party (the “**Payee**”) under this agreement which is calculated by reference to an amount paid or payable by the Payee to a third party (the “**Outgoing**”) will be calculated by reference to that Outgoing inclusive of GST, less the amount of any input tax credit which the Payee is entitled to claim on that Outgoing.