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Service-Specific Terms

*These Service-Specific Terms are effective from **11 February 2019**.*

Customer's use of the specific Staffbase Services below is subject to the Agreement and the following supplemental terms and conditions. Terms not expressly defined here have the same meanings as in the Agreement.

Mobile Apps

Supported Operating Systems. Staffbase provides Mobile Apps for common versions of iOS and Android, and any other mobile operating systems as described in the Documentation (currently available at <https://staffbase.com/technical-requirements> (URL: <https://staffbase.com/technical-requirements>)).

Support for Mobile Apps. Staffbase provides support services only for the most recently released version of the Mobile Apps provided to Customer by Staffbase. Mobile Apps will be compatible with the current release version of supported operating systems as described in the Documentation (currently available at <https://staffbase.com/technical-requirements> (URL: <https://staffbase.com/technical-requirements>)).

App Store Requirements. For Mobile Apps, Staffbase must take into account the relevant terms of service or other related agreements provided by the relevant App Store when developing the Mobile Apps, which can help Staffbase and Customer in submission of Mobile Apps to the relevant App Store. From time-to-time Staffbase may update functionality of the Mobile Apps to take into account relevant App Store terms of service and requirements.

App Store Submissions. Any submissions of Mobile Apps to an App Store, unless otherwise agreed in writing, are made by the Customer, and Customer is responsible for complying with the relevant terms of any App Stores. Customer may be required to sign up for a specific account with an App Store provider in order to enable submissions of Mobile Apps. Staffbase will use reasonable efforts to support Customer in its App Store submissions, including any needed documentation or information about the Mobile Apps that is available to Staffbase. Customer's Order Form (including any Implementation Services) may describe additional services provided by Staffbase for App Store submissions.

No payment for App Store downloads. Customer must not offer the Mobile Apps in the relevant App Store for a fee (either one time or subscription) unless separately agreed in writing with Staffbase.

Branding of Mobile Apps. For certain plans, Staffbase makes available the ability to customise the Mobile Apps with branding by the Customer. Logos and any branding of the Mobile Apps are "Content" as defined in the Agreement. Customer exclusively owns any goodwill generated through the use by Staffbase of its branding (including any trademarks) under the Agreement. Any changes to the branding of Mobile Apps after the initial selection has been made, may be subject to additional fees, to be agreed between Customer and Staffbase in an Order Form.

Updating Mobile Apps. From time-to-time, Staffbase may provide new versions of the Mobile Apps. Customer agrees that: **(i)** if Customer distributes via App Stores, Customer will promptly submit updates to the App Store (and within 48 hours for emergency security-related updates). Customer must use commercially reasonable efforts to encourage its Authorized Users to update the Mobile Apps; **(ii)** if Customer distributes via Mobile Device Management, Customer will promptly update the Mobile App on the devices it manages (and within 48 hours for emergency security-related updates); and **(iii)** if Customer distributes via a download page, Customer will promptly update the Mobile App on the relevant download page (and within 48 hours for emergency security-related updates). Customer must use commercially reasonable efforts to encourage its Authorized Users to update the Mobile Apps. If reasonably required for the security of the Staffbase Service, Staffbase may disable older versions of Mobile Apps from accessing the Staffbase Service.

Web App

Browser compatibility for the Web App. Staffbase provides the Web App for common browser versions as described in the Documentation (currently available at <https://staffbase.com/technical-requirements> (URL: <https://staffbase.com/technical-requirements>)).

Custom Domains or Subdomains (Web App). For the Web App, Customer has the ability to set a custom subdomain on staffbase.com, or select a custom domain name, for access to the Web App. Any custom subdomains or custom domains are “Content” as defined in the Agreement. Customer exclusively owns any goodwill generated through the use by Staffbase of its branding for custom subdomains or custom domains (including any trademarks) under the Agreement. Any changes to custom domains or subdomains after the initial selection has been made may be subject to additional fees, to be agreed between Customer and Staffbase in an Order Form.

Terms applicable to all Staffbase Services

User-based licenses. User-based licenses are per-user, and a user can access the Staffbase Services with the same credentials across multiple platforms (such as through multiple mobile devices and through the web) and it is still counted as one user.

Storage and Fair usage policy. Staffbase Services are not meant to be used as an archiving service. Storage space is not limited for Customers that remain within scope of the usual usage of the Staffbase Service.

Excluded Fields of Use. Customer may not use the Staffbase Services: **(i)** in connection with any medical device, whether or not regulated by any national or regional medical or healthcare regulatory body; and **(ii)** those fields of use in relation to which the use of the

Staffbase Services, or the suspension of them (wholly or in part), has the potential to cause or contribute to death or personal injury.

Changes to these Service-Specific Terms if Customer is on autorenewal. If, during Customer's Subscription Term, Customer is on autorenewal and Staffbase modifies the Service-Specific Terms relevant for a specific Staffbase Service purchased under an Order Form more than 120 days before the autorenewal date, the modified version will take effect upon Customer's next renewal.

Trial Subscriptions and Beta Releases.

Optional Trial Subscriptions or Beta Releases. Staffbase may provide Customer with a Staffbase Service or Staffbase Code for free or on a trial basis (a "**Trial Subscriptions**") or with "alpha", "beta", or other early-stage Staffbase Services, Staffbase Code, Integrations, or features ("**Beta Releases**"), which are optional for Customer to use. This Section will apply to any Trial Subscriptions or Beta Releases and supersedes any contrary provision in the Agreement.

Disclaimers for Trial Subscriptions and Beta Releases. Staffbase may use good faith efforts in its discretion to assist Customer with Trial Subscriptions or Beta Releases. Nevertheless, and without limiting the other disclaimers and limitations in the Agreement, **Customer agrees that any Trial Subscriptions or Beta Releases are provided on an "as is" and "as available" basis without any warranty, support, maintenance, storage, SLA, or indemnity obligations from Staffbase of any kind. For Beta Releases, Customer further acknowledges and agrees that Beta Releases may not be complete or fully functional and may contain bugs, errors, omissions, and other problems for which Staffbase will not be responsible. accordingly, any use of Beta Releases is at Customer's sole risk.**

Staffbase makes no promises that future versions of Beta Releases will be released or will be available under the same commercial or other terms. Staffbase may terminate Customer's right to use any Trial Subscriptions or Beta Releases at any time in Staffbase's sole discretion, without liability.

Limitation on liability for Trial Subscriptions and Beta Releases. For Trial Subscriptions or Beta Releases, Staffbase's total liability will not exceed in aggregate two hundred USD/EUR/GBP (\$200USD, €200EUR, or £200GBP) depending on the currency in Customer's Order Form.

This Section on Trial Subscriptions and Beta Releases survives any expiration or termination of the Agreement.

AGGREGATE AND ANONYMOUS DATA.

“Aggregate and Anonymous Data” means: **(i)** data generated by aggregating Customer Data with other data so that results are non-personally identifiable with respect to Customer or its users; and **(ii)** anonymous learnings, logs, and data regarding use of the Staffbase Service.

Aggregate and Anonymous Data. Customer agrees that Staffbase will have the right to generate Aggregate and Anonymous Data and that Aggregate and Anonymous Data is Staffbase Technology, which Staffbase may use for any business purpose during or after the term of this Agreement (including without limitation to develop and improve Staffbase’s products and services). For clarity, Staffbase will only externally use Aggregate and Anonymous Data in a de-identified (anonymous) form that does not identify Customer, Authorized Users, or Visitors, and that is stripped of all persistent identifiers. Customer is not responsible for Staffbase’s use of Aggregate and Anonymous Data.

This Section on Aggregate and Anonymous Data survives any expiration or termination of the Agreement.

REGULATED DATA

EUROPEAN UNION, EEA AND SWITZERLAND

For use of the Staffbase Services in the European Union, European Economic Area, and Switzerland, the following applies:

“Special categories of personal data” means the special categories of personal data as set out in Article 9(1) of the General Data Protection Regulations (2016/679) (“**GDPR**”) or equivalent legislation, which includes revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person’s sex life or sexual orientation.

“Regulated Data” as defined in the Agreement also includes Special categories of Personal Data.

UNITED STATES

For use of the Staffbase Services in the United States, the following applies:

“HIPAA” means the Health Insurance Portability and Accountability Act and related amendments and regulations as updated or replaced.

HIPAA non-compliance. Customer acknowledges that Staffbase is not a Business Associate or subcontractor (as those terms are defined in HIPAA) and that the Staffbase Service is not HIPAA compliant.

“Regulated Data” as defined in the Agreement also includes HIPAA-regulated data and data covered under the Gramm-Leach-Bliley Act (or related rules or regulations) as updated or replaced.

Plugins

Third-Party Services. Certain Staffbase Plugins also require an account or subscription with Third-Party Services to function, such as **Facebook Pages**, **SurveyMonkey**, and **Netigate**.