

Staffbase Professional Services Addendum

This Professional Services Addendum (“**Addendum**”) sets forth the terms and conditions governing the Professional Services offered by Staffbase pursuant to the service agreement between Staffbase and Customer for the Staffbase Services (“**Agreement**”). Capitalized terms not defined below have the same meaning as in the Agreement.

1. Scope of Services. Subject to the Agreement and this Addendum, Staffbase will provide Customer with Professional Services as set forth in the applicable Order Form or Statement of Work (“**SOW**”). Fees and payment of these Professional Services are subject to the Agreement. Staffbase’s ability to deliver Professional Services will depend on Customer’s reasonable and timely cooperation and the accuracy and completeness of any information from Customer needed to deliver the Professional Services. Staffbase may charge additional fees if any delays are caused by Customer, to the extent such delays cause Staffbase to incur additional costs.

2. Change Order Process. If Customer or Staffbase requests a change in any of the specifications, requirements, Deliverables (as defined below), or scope of the Professional Services described in any Order Forms or SOW, the party seeking the change will propose the applicable changes by written notice and the parties will execute an Order Form (“**Change Order Form**”) or amend the applicable SOW.

3. Project Materials and Installation Services

3.1 Deliverables. For purposes of this Addendum, “**Deliverable(s)**” means Documentation or any materials delivered to Customer pursuant to the Professional Services performed. Unless otherwise specified in the applicable Order Form, **(i)** Staffbase owns all rights, title, and interest in and to the Deliverables, specifically excluding any Customer Content, information, or data provided to Staffbase by Customer in performing the Professional Services, which remains at all times the property of the Customer; and **(ii)** Staffbase is not obliged to provide specific Deliverables, outcomes, or work results (as defined in Section 7). Subject to the Agreement and this Addendum, Staffbase grants Customer a worldwide, non-exclusive, non-transferable, and non-sublicensable license to use the Deliverables solely for Customer’s (and Customer’s Affiliates’) internal business purposes in connection with its use of the Services.

3.2 Tools. Notwithstanding any other provision of this Addendum: **(i)** nothing herein is construed to assign or transfer any intellectual property rights in Staffbase’s proprietary tools, libraries, know-how, techniques, and expertise (“**Tools**”) used by Staffbase to develop the Deliverables, and to the extent such Tools are delivered with or as part of the Deliverables, they are licensed, not assigned, to Customer, on the same terms as the Deliverables; and **(ii)** the term “Deliverables” does not include such Tools.

4. Third Party Engagements. If Customer chooses to implement the Services through a third party other than Staffbase (and is not considered a “subcontractor” according to the Agreement), Staffbase takes no responsibility for the appropriateness, quality, or efficacy of the Professional Services provided. This Addendum does not apply in the circumstance described in this Section 4.

5. Out of Scope Items. The following are outside of the scope of Staffbase’s Professional Services engagements, unless expressly stated otherwise in the applicable Order Form or SOW: any software features/ functionality not based on the most recent release of Services; data migration or data entry; any features demonstrated during the sales process but not specifically included in Customer’s purchased Services; decryption or redistribution of live video or data streams; creation of any original content such as logos or marks; converting content into file formats compatible with the Services; network configurations; or modifications required to the project plan that are caused by features of Customer’s environment not previously disclosed to Staffbase.



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6. Region-Specific Terms for all Customers except those located in Germany, Austria, and Switzerland (“DACH”)

6.1 Professional Services Warranty. Staffbase warrants that **(a)** it and each of its employees, consultants, and subcontractors, if any, that it uses to provide and perform Professional Services has appropriate licenses and authorizations to provide and perform the Professional Services in accordance with the Order Form or SOW; and **(b)** the Professional Services will be performed for, and delivered to, Customer in a good and workmanlike manner in accordance with industry standards.

6.2 Remedy. After discovery of any potential warranty claims, Customers must notify Staffbase in writing and Staffbase will promptly re-perform any non-conformity associated with the Professional Services Warranty so that each is in compliance with the applicable Order Form or SOW.

6.3 Disclaimer. Section 6.2 above sets forth Customer’s sole and exclusive warranties and remedies (and Staffbase’s sole liability) related to the Professional Services, Deliverables, and Tools under this Addendum, together with the right to terminate for cause under the Agreement. There are no other warranties or conditions, express or implied. Except as provided herein, the Professional Services and Deliverables provided to Customer are on an “as is” and “as available” basis.

7. Region-Specific Terms for Customers located in DACH

The following provisions on acceptance only apply in cases where the specific Professional Service is considered a “works contract” under Sec. 633 et. seq. of the German Civil Code:

The Customer will conduct an acceptance test after Staffbase provides the work result, acc. to r Section 640 of the German Civil Code, to Customer. The acceptance test shall take place within five (5) business days after the provision of the work result.

Defects occurring in connection with the acceptance test are classified according to the following defect classes:

- (a) Defect class 1: A commercially or technically reasonable productive use of the work result’s main functionality is not possible and cannot be achieved in any other way, or essential agreed features are missing.
- (b) Defect class 2: The main functionality of the work result is ensured, but errors or failures of the agreed performance characteristics occur in essential sub-functions or sub-modules that prevent or significantly restrict working with these functions or modules in productive use.
- (c) Defect class 3: The main functionality of the work result is given, but errors or failures of agreed performance characteristics occur in non-essential sub-functions or sub-modules. Errors occur, which only insignificantly affect the functionality of the relevant module (e.g. spelling errors on the screen or errors in the Documentation).

Customer is deemed to have accepted the work result if: **(i)** there are no defects of defect classes 1 or 2, or **(ii)** the Customer uses the work result for more than one calendar week.