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# Service-Specific Terms

This is an archived version of the Staffbase Service-Specific Terms.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

*These Service-Specific Terms are effective from **06 November 2020**.*

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](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 or onboarding 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 customize 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), and 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), and 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.

**Customer-requested changes requiring Mobile App version updates.**

Some changes requested by Customer, such as to the configuration or user interface of the Mobile App, may require a new version of a Mobile App be built for distribution. Staffbase will support these changes as described in the relevant Order Form, including the relevant Customer Enablement Plan described in the Customer Enablement and Support Policy. Unless Customer has purchased a plan with On-Demand Mobile Apps (see below), the changes will be made available in the next scheduled Mobile App major version release. Changes that require a new Mobile App build include, but are not limited to, localizations, app graphics, support email address, app name, and custom fonts. Staffbase's support team can help identify whether a requested change requires a new Mobile App version. For reference, Staffbase provides urgent bug-fixes and standard releases of Mobile Apps for all Customers.

**Android Mobile App distribution in China (PRC).** If Customer wishes to distribute the Mobile Apps in China (PRC) via local Chinese (PRC) App Stores for Android in addition to other global App Stores, then this may be subject to additional fees, to be agreed between Customer and Staffbase in an Order Form.

If Android Mobile App Distribution in China (PRC) is selected in the Customer's Order Form, then distribution is limited to the number of Android App Stores listed in the Order Form. Selection of the Android App Stores is done by the Customer from the available list provided. Update submissions for major releases are included, however additional update releases may be subject to additional fees.

Note that Android App Store submissions are not a guarantee of performance of the Staffbase Services in China (PRC), and that due to local restrictions on the internet in China (PRC), load times may vary, as well as availability of push notifications on Android devices. Name changes for the Mobile App in Android App Stores in China will incur additional fees (to be agreed in a Change Order Form) due to local requirements on issuance of copyright certificates. Timelines for availability and submission are subject to the availability and responsiveness of the Chinese Copyright Office (NCAC), local submission providers, and the Android App Stores themselves. Note that submission to Android App Stores in China may require local Chinese content and Chinese versions of the terms of service and the privacy policy (in all cases, provided by the Customer) as part of the submission process.

**Custom B2B & Apple Business Manager.** For some iOS Apps, Staffbase may offer distribution through Apple's *Custom B2B option and the Apple Business Manager* (or similar service offered by Apple). In this method, Staffbase publishes the iOS Mobile App(s) in its own account, and then offers it to Customer for distribution through the Customer's account. For the avoidance of doubt, in these situations Customer remains responsible for the distribution and use of the iOS Mobile Apps as set out in the Agreement.

## 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 other domains Staffbase makes available from time-to-time), or select a custom domain name (provided by the Customer), for access to the Web App. The Customer-provided names for 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 within custom subdomains or for 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.

**Web Sandbox.** If indicated in the relevant Order Form, Staffbase will provide a sandbox Web App available as a subdomain of staffbase.com (or other domains Staffbase makes available from time-to-time) that can be used to test/preview any changes before they are applied in production. The changes may consist of new product features or other requested changes. The Web Sandbox contains a set of example data and changes that, if approved, will be implemented separately into production. The Web Sandbox can, for example, be used by Admin Users to try new ideas before applying them to the live version of the Staffbase Services.

## Premium Success and Premium Success Plus

Certain Success plans have additional features if indicated in the relevant Order Form.

**Sandbox Mobile Apps.** If indicated in the relevant Order Form, Staffbase will provide Mobile Apps connected to the Web Sandbox that can be used to test/preview any changes to the Mobile Apps before they are implemented in production. The changes may consist of new product features or other requested changes.

**On-demand Mobile Apps.** Some changes requested by Customer, such as to the configuration or user interface of the Mobile App, may require a new version of a Mobile App be built for distribution. If indicated in the relevant Order Form, Staffbase provides On-Demand Mobile Apps, which means Staffbase will provide a new build of the relevant Mobile Apps and make them available for distribution between normal Mobile App version release cycles. If an On-Demand Mobile App is not requested, the changes will be

made available in the next scheduled Mobile App version release. Changes that require a new Mobile App build include, but are not limited to, localizations, app graphics, support email address, app name, and custom fonts. Staffbase's support team can help identify whether a requested change requires a new Mobile App version. For reference, Staffbase provides urgent bug-fixes and standard releases for all Customers.

## 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 the web and multiple mobile devices) and it is still counted as one user.

**Invited Authorized Users.** User-based licenses on the basis of Invited Authorized Users are calculated on invitations for Authorized Users to join the relevant Staffbase Service. Invited Authorized User counts are based on the data available in the Staffbase Services. Deactivated users (previously invited Authorized Users that accepted the invitations, registered, and then have been deactivated in the relevant Staffbase Service) are not counted towards the total of Invited Authorized Users. For Customers using SSO integrations, including SCIM, SAML or OIDC, without a regular sync with the Staffbase Services of the full invited userbase, the ability to log in and register for the Staffbase Services through the integration is counted as an "invitation".

**Trash feature.** Certain items of Customer Data, when deleted, go into a "trash" and remain there for 30 days, after which these items are automatically and permanently deleted, as further described in the Documentation. During the 30 day window, certain types of Authorized Users can go in and restore, or permanently delete, items in the trash before the 30 days expires. Recovery is not possible after permanent deletion.

**Custom font requests.** Customer may have the option to use an alternative font in the Staffbase Service. Fonts specifically requested and provided by the Customer for use in the Staffbase Service are “Customer Data” as defined in the Agreement. Before implementation of a custom font request, Staffbase may request reasonable documentation that an appropriate license is in place with the Customer for use of the font in the Staffbase Service. For the avoidance of doubt, Customer must provide any custom font files, and Staffbase does not purchase fonts for Customer or sign separate documentation on the use of fonts with Customer’s font provider.

**Storage and Fair Usage Policy.** Staffbase Services are not meant to be used as an archiving service. So long as Customer remains within scope of the usual usage of the Staffbase Service, Staffbase will not limit the Customer’s storage space.

**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 fifty EUR (€250 EUR) or the equivalent in GBP or USD, 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 the 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 the 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 Unregistered Users, and that is stripped of all persistent identifiers (rendered anonymous in such a manner that a person is not or no longer identifiable). 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, UNITED KINGDOM, AND SWITZERLAND**

For use of the Staffbase Services in the European Union, European Economic Area, United Kingdom, 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 includes the following Special Categories of Personal Data: genetic data and biometric 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.

**“ITAR data”** means any data or information covered by the International Trafficking in Arms Regulations and related amendments and regulations, as updated or replaced.

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

## Plugins and Custom Widgets

**Plugins with Third-Party Services.** Certain standard Staffbase Plugins also require an account or subscription with Third-Party Services to function, such as Facebook Pages, SurveyMonkey, or Google Maps. Customer is responsible for ensuring that the capabilities of any Third-Party Service subscription support the Staffbase Services and the purposes for which Customer intends to use the Staffbase 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 Staffbase Plugins.

**Custom Widgets.** Customer may have the option to add or integrate widgets that are either built by the Customer or on its behalf, or widgets developed by third parties (other than Staffbase) to the Staffbase Services (**“Custom Widgets”**). Custom Widgets are “Third-Party Services” as defined in the Agreement.