

## Staffbase Master Subscription Agreement

Version February 1, 2025

This Master Subscription Agreement (this "**Agreement**") is between the Staffbase entity ("**Staffbase**") and the customer stated in the Order ("Customer") and is effective as of the date the Customer purchases, or otherwise accesses or uses, any Staffbase products or services. ("**Effective Date**").

Any other agreement between Staffbase and Customer regarding the Staffbase Services (including any click-through or electronic agreements within the Services) is superseded by this Agreement. Unless Customer and Staffbase agree in writing otherwise, this Agreement will apply to all future Orders.

### 1 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

**Affiliate** means in relation to a party, any entity that directly or indirectly controls, is controlled by, or is under direct or indirect common control with such party, or which is a wholly owned subsidiary of such party, where "**control**" means owning, directly or indirectly, at least 51% of the equity securities or equity interests of such entity.

**Authorized Users** means the employees, agents and independent contractors of Customer and of its Affiliates or any other individuals to whom Customer or its Affiliates permits to use the Services.

**Betas and Trials** means trial, beta or early access versions, or features of the Services.

**Business Associate Agreement** means an agreement between the Parties intended to enable Customer to comply with the federal Health Insurance Portability and Accountability Act of 1996, and its implementing regulations ("**HIPAA**").

**Customer Content** means any data, content or materials that Customer (including its Authorized Users) submits to the Services or creates or generates using the Services, except for Usage Data.

**DPA** means Staffbase's data processing agreement available at <https://staffbase.com/en/legal/> or, the data processing agreement signed by Customer and Staffbase.

**Documentation** means the technical documentation for the Services at <https://support.staffbase.com/> and <https://developers.staffbase.com/>, including all additions and modifications made by Staffbase from time to time.

**Material Adverse Change** means any change that could reasonably affect Customer's decision to purchase the Services and that would require Customer to purchase additional licenses, increase the cost to Customer of using the Services, remove an existing right, or place additional restrictions on the use of the Services.

**Order** means each order, order form or statement of work for the purchase of access to software or services from Staffbase.

**Overuse Notice** has the meaning given in Section 9.5.

**Professional Services** means training, enablement, integration, implementation and/or other professional services as set out in an Order.

**Product Specific Terms** means additional terms and conditions specific to a Service available at <https://staffbase.com/en/legal/>.

**Security Measures** means Staffbase's information security measures as set out in the Data Processing Agreement.

**Services** means the Staffbase software listed in an Order, including all additions and modifications made by Staffbase from time to time in accordance with this Agreement.

**SLA** means the terms and service levels at <https://staffbase.com/en/legal/>.

**Subscription Term** means the period of Customer's subscription to the Services as stated in an Order.

**Support** has the meaning given in Section 5.2.

**Support and Customer Success Policy** means the Staffbase Support and Customer Success Policy at <https://staffbase.com/en/legal/>.

**Third Party Service** means any product, add-on or platform not provided by Staffbase that Customer uses with the Services.

**Usage Data** means (a) data generated by aggregating Customer Content so that results are non-personally identifiable with respect to Customer or its Authorized Users; and (b) the aggregated and anonymized data from Staffbase's technical logs, data and learnings about Customer's use of the Services.

**Usage Limits** means the usage limitations for the Services stated in an Order and/or the Product Specific Terms.

**Viruses** means viruses, malicious code or similar harmful materials.

## **2 MODIFICATIONS TO THIS AGREEMENT**

2.1 Staffbase shall be entitled to update the Agreement, the DPA, Product Specific Terms, SLA and Support and Customer Success Policy from time to time. Such updates will take effect on renewal of Customer's subscription to the Services except for:

- (a) changes to the DPA that are necessary to comply with changes to applicable law;
- (b) changes to the Product Specific Terms or SLA that are not Material Adverse Changes; and
- (c) changes to reflect new features or services made available by Staffbase

which will take effect immediately.

2.2 Staffbase shall provide no less than 30 days' prior notice to Customer of any updates to the Agreement, the DPA, Product Specific Terms, SLA or Support and Customer Success Policy, in each case which implement a Material Adverse Change.

## **3 ACCESS TO SERVICES**

3.1 Unless an Order includes alternative terms, this Agreement governs each Order.

3.2 Customer's Affiliates may enter into their own Orders with Staffbase. Where the Affiliate is named in an Order, that will create a separate agreement between that Affiliate and Staffbase incorporating the terms of this Agreement.

3.3 Customer may, and may allow Authorized Users to, access and use the Services and Documentation for the Customer's internal business use and the purpose of the Services as described in the Documentation.

3.4 Customer shall:

- (a) ensure that all Authorized Users comply with this Agreement and shall be responsible and liable for all acts and omissions of its Authorized Users;
- (b) ensure that Authorized Users keep their login credentials confidential;
- (c) promptly notify Staffbase if Customer learns any Authorized User accounts or credentials have been compromised;
- (d) be responsible for all actions and activity that occurs in Authorized Users' accounts unless such Authorized User accounts are compromised due to Staffbase's failure to maintain its Security Measures; and
- (e) comply with all applicable laws and regulations when using the Services.

3.5 Customer may choose to enable integrations or exchange data and information with Third-Party Services. Customer's use of a Third-Party Service is not governed by this Agreement. Staffbase is not responsible for Third-Party Services or how their providers use Customer Content.

## **4 RESTRICTIONS**

4.1 Except as expressly permitted by this Agreement, Customer shall not, and shall not permit or allow any third party to:

- (a) sell, sublicense, distribute or rent the Services (in whole or part), or grant non-Authorized Users access to the Services;
- (b) attempt to copy, modify or create derivative works of the Services;
- (c) remove proprietary notices from the Services;
- (d) attempt to reverse engineer, decompile or attempt to discover any source code or algorithms of the Services, except to the extent the law in Customer's jurisdiction permits this where necessary to integrate the operation of the Services with the operation of other software or systems. Before doing this, Customer shall give Staffbase no less than 14 days' prior notice and if Staffbase is prepared to carry out such action at a reasonable commercial

fee or provides the information necessary to achieve such integration within a reasonable time then the exception will not apply;

- (e) access the Services to develop a competing product or service;
- (f) use the Services to provide a hosted or managed service to others;
- (g) use the Services to send spam or other unsolicited commercial email;
- (h) conduct load, stress, security or vulnerability tests on the Services, interfere with the operation of the Services or circumvent access restrictions without Staffbase's prior knowledge.

4.2 Customer shall not use or allow others to use the Services:

- (a) for any illegal or fraudulent activity;
- (b) to violate the intellectual property, or other proprietary rights of others;
- (c) to threaten, incite, promote, or actively encourage violence, terrorism, or other serious harm;
- (d) for any content or activity that is deceptive, infringing, defamatory, pornographic, harassing, abusive, , unlawful, or tortious or which violates a third-party's privacy rights;
- (e) to violate the security, integrity, or availability of any user, network, computer or communications system, software application, or network or computing device.

## **5 AVAILABILITY AND SUPPORT**

5.1 Staffbase shall provide the Services in accordance with the SLA.

5.2 Customer may access technical support at <https://support.staffbase.com/>. Staffbase shall provide technical support in accordance with the Support and Customer Success Policy ("**Support**").

## **6 BETA AND TRIAL USE**

6.1 Customer may be given access to Betas and Trials. Unless otherwise agreed, Customer may only use Betas and Trials for Customer's internal evaluation and subject to the restrictions in Section 4.

6.2 Either party shall be entitled to cancel access to Betas and Trials at any time. The indemnities, SLA, Support and warranties in this Agreement will not apply to Betas and Trials.

6.3 Subject to Section 17.1, Staffbase's maximum liability in connection with Customer's use of any Betas and Trials will be €500.

## **7 EXPORT**

7.1 Each party:

- (a) will comply with all export and import laws in performing this Agreement; and
- (b) represents that it is not listed on any United States, European Economic Area or United Kingdom government list of prohibited or restricted parties or located in (or a national of) a country subject to a government embargo by such governments or designated by any of those governments as a "terrorist supporting" country.

## **8 PROFESSIONAL SERVICES**

8.1 Staffbase shall provide the Professional Services purchased by Customer.

8.2 Unless otherwise agreed, Staffbase shall perform the Professional Services Monday through Friday (except on national holidays) during working hours of the location where the Professional Services are to be performed.

8.3 While on Customer's premises Staffbase personnel shall comply with any onsite-related rules or policies of Customer that are provided to them in writing in advance.

8.4 If the Customer does not utilize the purchased Professional Services and Services within 12 months of the start date specified in the Order, Staffbase may, at its sole discretion and upon the Customer's request, postpone the Service start date by 12 months, provided the Customer repurchases the Professional Services.

8.5 Customer shall provide any access, cooperation and information reasonably requested by Staffbase, in a timely manner, to enable Staffbase to perform the Professional Services. Staffbase will not be responsible for a delay in the performance of any Professional Services caused by Customer's breach of this Section 8.5.

- 8.6 Staffbase shall be entitled to determine which personnel will perform the Professional Services. If Customer requests a change of personnel and gives a reasonable reason for the request, Staffbase will use reasonable efforts to replace the assigned personnel.
- 8.7 Staffbase shall only charge Customer for travel and expenses related to Professional Services if agreed in advance.

## **9 FEES, PAYMENT AND TAXES**

- 9.1 Unless otherwise agreed in an Order:
- (a) Support is provided at no additional cost;
  - (b) Staffbase shall be entitled to invoice for the fees in an Order and any applicable Taxes, annually in advance;
  - (c) Customer shall pay all invoices within 30 days of the invoice date unless disputed in good faith.
- 9.2 Customer may dispute an invoice in good faith by giving notice to Staffbase within 30 days of receipt of the invoice.
- 9.3 Staffbase shall be entitled to charge the greater of 1% per month, or the maximum amount allowed by law, on all overdue invoices unless disputed in accordance with Section 9.2.
- 9.4 Charges do not include any sales, excise, export, import, value added or similar tax ("Taxes"). Staffbase shall show any Taxes separately on the invoices. Customer must pay any applicable Taxes, excise, withholding, or similar taxes or levies, whether domestic or foreign, other than Staffbase's corporation taxes. If any deduction or withholding (including cross-border withholding taxes) is required on any payment, Customer will pay (either to Staffbase or directly to the relevant tax authority) such additional amounts as are necessary so that the net amount received by Staffbase is equal to the amount then due and payable under this Agreement. Staffbase will provide Customer with such tax forms as are reasonably requested in order to reduce or eliminate the amount of any withholding or deduction for taxes in respect of payments made under this Agreement.
- 9.5 Customer shall pay all amounts due under this Agreement in full without any set-off, counterclaim, deduction or withholding.
- 9.6 If Customer exceeds the Usage Limits, Staffbase shall notify Customer (an "**Overuse Notice**"). Customer may sign a new Order to increase its Usage Limits based on its actual use or decrease its usage to within the Usage Limits provided in the most recent Order, without further charge. If Customer does not decrease its usage to within the permitted Usage Limit within 30 days of receiving the Overuse Notice, Staffbase shall be entitled to invoice Customer based on the excess usage at the rates agreed in the most recent Order, backdated to the first day of the month in which the Overuse Notice was provided.
- 9.7 All fees and expenses are non-refundable except as expressly set out in this Agreement.

## **10 TEMPORARY SUSPENSION**

- 10.1 Staffbase shall be entitled to suspend Customer's access to the Services or - if more appropriate- delete any Customer Content:
- (a) if Customer breaches Sections 3.4(e) or 4;
  - (b) if necessary to protect the security, or integrity of the Services or Staffbase or any third party from material harm;
  - (c) to respond to law enforcement or any other governmental authority.
- 10.2 Staffbase shall provide notice of any action taken in accordance with Section 10.1 as soon as possible unless prohibited by applicable law. Staffbase shall reinstate Customer's access as soon as possible after the situation that led to suspension has been resolved, provided that the Agreement has not been terminated or Customer Content deleted in accordance with Section 10.1.
- 10.3 Staffbase shall be entitled to suspend Customer's access to the Services on giving no less than 14 days' notice if Customer has failed to pay an invoice within 30 days of its due date, unless Customer has disputed the invoice in accordance with Section 9.2.

## **11 TERM AND TERMINATION**

- 11.1 This Agreement starts on the Effective Date and continues until all Orders have expired or it is terminated in accordance with its terms.
- 11.2 Customer's access to the Services will start on the date specified in an Order and end on the last day of the Subscription Term. Unless otherwise stated on the applicable Order, all subscriptions will automatically renew for additional one year periods unless either party notifies the other party of its intent not to renew at least 90 days prior to the end of the then-current Subscription Term.

- 11.3 Either party shall be entitled to terminate this Agreement:
- (a) if the other party commits a material breach of the Agreement which cannot be remedied;
  - (b) if the other party fails to cure a material breach of the Agreement within 30 days of being given notice of the breach; or
  - (c) immediately upon notice if the other party ceases business without a successor or becomes the subject of any bankruptcy proceeding or any other proceedings relating to insolvency, administration, liquidation or assignment for the benefit of some or all of its creditors or enters into an agreement for the composition, extension, or readjustment of substantially all of its obligations.

11.4 Except as otherwise set out in this Agreement, Orders cannot be cancelled and all fees are non-refundable.

## **12 EFFECT OF TERMINATION**

12.1 If this Agreement is terminated by Customer under Section 11.3(a) or (b), Staffbase shall promptly provide a pro-rata refund of unused prepaid fees, calculated at the date of termination; and

12.2 On termination or expiry of this Agreement for any reason:

- (a) Customer may request to purchase Professional Services to assist with its transition off of the Services;
  - (b) Customer's right to use the Services will cease immediately;
  - (c) unless the Agreement was terminated by Customer under Section 11.3(a) or (b), Staffbase shall be entitled to immediately invoice Customer for any fees for the Services not yet invoiced to Customer and for any Professional Services provided up to the date of termination ;
  - (d) Staffbase shall delete all Customer Content within 30 days;
  - (e) Section 9 (Fees, Payment and Taxes), this Section 12, Sections 13 (Proprietary Rights) (with the exception of Section 13.3.), 16 (Confidentiality), 17 (Limitation of Liability), 18 (Data Privacy), 20 (Notices), 22 (Entire Agreement), 23 (Governing Law) and 24 (General) will survive alongside any other clauses that are intended to survive termination or expiration or expiration of this Agreement in order to achieve the fundamental purposes of this Agreement;
  - (f) subject to Section 12.2(d), each party shall promptly delete any copies of the other party's Confidential Information that is in their possession or control;
  - (g) subject to any license granted in this Agreement, each party shall return and make no further use of any property, documentation and other items (and all copies of them) belonging to the other party; and
  - (h) any rights, remedies, obligations or liabilities that accrued before termination will not be affected.
- 12.3 Prior to the end of the Subscription Term, Customer may itself export Customer Content using the available functionality in the Services. If self-export is not available for any Customer Content, Customer may, within 30 days of the end of the Subscription Term, raise a Support request asking Staffbase to provide a copy of the Customer Content in an industry standard format against a fee. Staffbase shall provide such Customer Content within 30 days of request.

## **13 PROPRIETARY RIGHTS**

13.1 Subject to any rights granted in this Agreement:

- (a) Staffbase retains all right, title, and interest in and to the Documentation, Services and any other technology used to provide them; and
  - (b) Customer retains all rights, title and interest in the Customer Content.
- 13.2 Staffbase shall own all right, title and interest in:
- (a) all Usage Data; and
  - (b) anything it creates when performing Professional Services.
- 13.3 Staffbase grants to Customer a non-exclusive, non-transferable, sublicensable license to use anything created and delivered to Customer as a result of the Professional Services to the extent necessary to enable Customer's use of the Services.
- 13.4 Customer grants to Staffbase during the Subscription Term, a non-exclusive, sublicensable license to access, copy, store and transmit the Customer Content solely for the purpose of providing the Services (including improvements).

13.5 If Customer provides any feedback about any products or services of Staffbase, except to the extent such feedback includes any Confidential Information of Customer, Staffbase shall be entitled to use such feedback without restriction and without needing to compensate Customer.

## **14 WARRANTIES**

14.1 Each party warrants that it will use industry-standard measures to avoid introducing Viruses into the Services.

14.2 Staffbase warrants that:

- (a) the Services will, in all material respects, perform as described in the Documentation and Staffbase will not materially decrease the overall functionality of the Services (the "**Performance Warranty**");
- (b) it shall comply with all laws and regulations applicable to the operation of its business; and
- (c) Professional Services will be provided in accordance with good industry standards by appropriately qualified personnel using reasonable skill and care.

14.3 Staffbase shall use commercially reasonable efforts to correct any breach of the Performance Warranty. If Staffbase does not correct a breach of the Performance Warranty within 30 days of notice from Customer, Customer may give notice to terminate its subscription to the affected part of the Services. Staffbase shall then promptly provide a pro-rata refund of unused prepaid fees calculated as of the date of termination. This remedy is Customer's sole and exclusive remedy for breach of the Performance Warranty.

14.4 Customer's remedy in Section 14.3 will not apply to the extent breach of the Performance Warranty is caused by:

- (a) any Customer Content;
- (b) Customer using the Services with an application or in an environment other than as described in the Documentation; or
- (c) modifications made to the Services that were not made by Staffbase or with the express written authorization of Staffbase.

14.5 Staffbase only gives the warranties stated in this Agreement. All other conditions, warranties or other terms which might have effect or be implied or incorporated into this Agreement whether by statute, common law or otherwise are excluded to the fullest extent permitted by law.

## **15 INDEMNIFICATION**

15.1 Subject to Section 15.3, Staffbase shall defend Customer and its Affiliates against any third party claim asserting that the Services infringe or misappropriate any patent, copyright, trademark or trade secret of that third party and shall indemnify Customer for all costs and damages finally awarded against Customer (including reasonable legal fees) by a court of competent jurisdiction or agreed in settlement by Staffbase as a result of any such claim.

15.2 If Customer's use of the Services is, or in Staffbase's sole opinion is likely to become, subject to a third party claim, Staffbase shall be entitled to:

- (a) replace the Services with functionally equivalent non-infringing technology;
- (b) obtain a license for Customer's continued use of the Services; or
- (c) terminate this Agreement or the license to the infringing Services and provide a pro-rata refund of unused prepaid fees calculated as at the date of termination.

15.3 The indemnity in Section 15.1 will not apply to the extent claims result from:

- (a) modification of the Services other than by Staffbase or with the express written authorization of Staffbase;
- (b) Customer combining the Services with items not provided by Staffbase;
- (c) continued use of an infringing version of the Services after Staffbase has provided a non-infringing version and notified Customer of its availability; or
- (d) Customer's breach of this Agreement.

15.4 Customer shall defend Staffbase and its Affiliates against any third party claim resulting from Customer's breach of Section 4 and shall indemnify Staffbase for all costs and damages finally awarded against Staffbase (including reasonable legal fees) by a court of competent jurisdiction or agreed in settlement by Customer and any fines as a result of any such claim.

15.5 An indemnified party shall not admit fault or liability in relation to a claim. An indemnifying party's obligations under this Section 15 are subject to receiving from the other party:

- (a) prompt notice of the claim once indemnified party becomes aware of the claim;
  - (b) sole control over the defence and settlement of the claim; and
  - (c) all reasonable assistance from the indemnified party (at the indemnifying party's cost).
- 15.6 Neither party may settle a claim without the indemnified party's prior approval if settlement would require the indemnified party to admit fault or take or refrain from taking any action (except regarding use of the Services). The indemnified party may participate in a claim with its own counsel at its own expense.
- 15.7 This Section 15 sets out Customer's sole and exclusive remedy for any third party claim of infringement of intellectual property rights that is made against Customer.

## **16 CONFIDENTIALITY**

- 16.1 "**Confidential Information**" means all information of a party or its Affiliates (the "**Discloser**") disclosed to the other party (the "**Recipient**") that is identified as confidential at the time of disclosure or should be reasonably known by the Recipient to be confidential due to the nature of the information and circumstances of its disclosure.
- 16.2 The Recipient shall:
- (a) not use the Discloser's Confidential Information for any purpose outside of this Agreement;
  - (b) not disclose the Discloser's Confidential Information to any person or entity other than on a need-to-know basis;
  - (c) ensure that anyone Confidential Information is disclosed to is bound by written obligations of confidentiality; and
  - (d) use reasonable measures to protect the confidentiality of such Confidential Information.
- 16.3 If the Recipient is required by applicable law, court order or the rules of a stock exchange on which it is listed to make any disclosure of such Confidential Information, it will first, if legally permitted, give notice to the Discloser. To the extent within its control, the Recipient shall permit the Discloser to intervene in any relevant proceedings to protect its interests in its Confidential Information.
- 16.4 Confidential Information will not include information that the Recipient can show:
- (a) was already lawfully in its possession or known to it without any restriction on its disclosure;
  - (b) is or becomes publicly known other than because of a breach of this Agreement;
  - (c) is independently developed without the use of the other party's Confidential Information; or
  - (d) is lawfully obtained from a third party without breach of any confidentiality obligation.
- 16.5 The Recipient acknowledges that unauthorized disclosure of the Discloser's Confidential Information could cause substantial harm to the Discloser for which damages would not be an adequate remedy.

## **17 LIMITATION OF LIABILITY**

- 17.1 Nothing in this Agreement will limit or exclude either party's liability:
- (a) for gross negligence or wilful misconduct;
  - (b) for such party's indemnification obligations under Section 15 or breach those obligations;
  - (c) in the case of Customer, for payment of fees; or
  - (d) for any matter which by law may not be excluded or limited.
- 17.2 Subject to Section 17.1, in no event will either party be liable for any (a) loss of revenues or profits; (b) loss of or damage to business reputation; (c) loss of use or business interruption; (d) loss of management time or staff time; or (e) indirect, special, punitive or consequential damages.
- 17.3 Subject to Sections 17.1 and 17.2, each party's entire liability under or in connection with this Agreement shall not exceed the fees paid or payable by Customer to Staffbase in the 12 months immediately preceding the first incident giving rise to liability.
- 17.4 The exclusions and limitations in this Section 17 apply whatever the form of action, whether for breach of contract, misrepresentations, negligence, strict liability, other torts or otherwise and even if the other party has been told in advance of the possibility of such damages.

## **18 DATA PRIVACY**

- 18.1 The parties shall comply with the Data Processing Agreement in relation to the processing of personal data in connection with the Services and Professional Services.

- 18.2 The parties may share contact information for their respective agents, consultants, employees and partners and the Authorized Users in connection with this Agreement including name, email address, phone number and job title ("**Contact Details**"). The Contact Details are personal information under certain data protection laws.
- 18.3 Staffbase processes Contact Details for administrative and account management purposes, to bill for the Services and Professional Services, to tell customers about new products and features, and to comply with its contractual and legal obligations. Staffbase shall handle Contact Details in accordance with its privacy policy at <https://staffbase.com/en/privacy-policy/>.
- 18.4 Each party shall comply with applicable data protection laws when processing Contact Details.

## **19 CUSTOMER CONTENT**

- 19.1 Staffbase shall only process Customer Content as necessary to provide the Services, Support and to comply with its obligations under this Agreement.
- 19.2 Customer represents and warrants that it has the necessary rights and permissions to provide the Customer Content to Staffbase.
- 19.3 Customer may export Customer Content from the Services as described in the Documentation.
- 19.4 Customer shall ensure that it takes and maintains backup copies of all Customer Content.
- 19.5 If Customer is subject to HIPAA, Customer shall not import into the Services "personal health information", as defined by HIPAA, unless Customer and Staffbase have executed a Business Associate Agreement.
- 19.6 If Staffbase receives any take down requests or infringement notices from third parties regarding Customer Content or Customer's Use of the Services ("**Third Party Reports**"), Staffbase will handle these in accordance with its policies available at [www.staffbase.com/legal/notice-and-take-down/](http://www.staffbase.com/legal/notice-and-take-down/).

## **20 NOTICES**

- 20.1 All notices required to be given under this Agreement shall be in writing, including email.
- 20.2 Notices for Staffbase must be sent to [legal@staffbase.com](mailto:legal@staffbase.com) and notices for Customer must be sent to the contact details set out in the Order.
- 20.3 Notice will be deemed given:
- (a) when received, if delivered by hand or email; or
  - (b) the business day after sending, if sent by first class prepaid mail or recorded delivery;
  - (c) five business days following postage if sent internationally.

## **21 INSURANCE**

Staffbase shall throughout the Subscription Term maintain adequate insurance cover with a reputable insurer in relation to the provision of the Services and the operation of Staffbase's business. Staffbase shall on written request of Customer provide evidence of its insurance cover.

## **22 ENTIRE AGREEMENT**

- 22.1 This Agreement and any documents referred to in it are the entire agreement between the parties regarding its subject matter and supersede all proposals or prior arrangements, or agreements between the parties relating to the subject matter of this Agreement.
- 22.2 Each party acknowledges that in entering into this Agreement it has not relied on and will have no right or remedy in respect of any statement or representation (whether in writing or not) of any person other than as expressly set out in this Agreement.

## **23 GOVERNING LAW**

- 23.1 For customers located in North or South America, this Agreement and any dispute (whether contractual or non-contractual) arising out of or in connection with this Agreement, its subject matter or formation will be governed by and interpreted and construed in accordance with the laws of Delaware, without regard to conflict of law principles, and will be subject to the exclusive jurisdiction of the courts of Delaware.
- 23.2 For customers located elsewhere in the world, the references to Delaware in Section 23.1 will be deemed to be references to the laws of England and the courts of England and Wales.
- 23.3 The Uniform Commercial Code (UCC), the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (UCITA) do not apply to this Agreement.



## 24 GENERAL

- 24.1 **Assignment:** Neither party may assign this Agreement without the prior consent of the other party, except to any of its Affiliates or to an entity that acquires all or substantially all of its assets, provided that the assignee is in a position to discharge the obligations under this Agreement of the assigning party. The assigning party shall give the other party notice of any assignment.
- 24.2 **Third party rights:** No third party has any rights under this Agreement.
- 24.3 **Precedence:** If this Agreement conflicts with any of the terms of any Order, then the terms of the Order will control.
- 24.4 **Purchase Orders:** Any purchase orders issued by Customer shall be deemed to be for Customer's convenience only and, even if accepted by Staffbase, will not change or supplement this Agreement.
- 24.5 **Changes:** Except as permitted under this Agreement, any changes to this Agreement must be in writing and signed by both parties.
- 24.6 **Severability:** If the whole or any part of a provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will be unaffected. If any invalid, illegal or unenforceable provision would be valid, legal or enforceable if part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
- 24.7 **Waiver:** No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law will constitute a waiver of that or any other right or remedy, nor will it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy will prevent or restrict the further exercise of that or any other right or remedy.
- 24.8 **Independent contractors:** The parties are independent contractors and not agents, partners, or joint venturers.
- 24.9 **Force Majeure:** Except for payment obligations, neither party will be responsible for any failure to perform its obligations under this agreement due to causes beyond its reasonable control including acts of any government or government agency such as blocking internet traffic or any webpage (each a "**Force Majeure Event**"). The time for performance will be extended for a period equal to the duration of the Force Majeure Event. If a Force Majeure Event continues for more than 30 days, then either party may terminate this Agreement by giving notice to the other party.
- 24.10 **Marketing:** Unless otherwise agreed in the Order, Customer agrees that Staffbase may refer to Customer by its trade name and logo, and may briefly describe Customer's business, in Staffbase's marketing materials and website.
- 24.11 **Authority:** Each party represents that its signatory is duly authorized to execute this Agreement on its behalf.