

Showpad Contract FAQs

Thank you for reviewing Showpad's contract documents. We find that occasionally, legal and procurement teams are asked to review an agreement without being given a complete understanding of what is being procured and how Showpad's products and services work. We hope that this FAQ will be useful as you review the Showpad documents. This FAQ does not form part of the agreement and is for information purposes only.

[What is my company procuring?](#)

[What does Showpad's commercial model look like?](#)

[Does Showpad offer termination for convenience?](#)

[What are the main differences between SaaS and software development, or installed on premise software?](#)

[Why use Showpad's contract templates?](#)

[Is there acceptance testing?](#)

[How does Showpad protect customer data?](#)

[Can we attach our own security / privacy exhibits to the MSA?](#)

[How can customer data be retrieved when the agreement ends?](#)

[Is there an audit right for customers?](#)

[Can we get indemnification and unlimited liability for confidentiality and privacy breaches?](#)

What is my company procuring?

Showpad offers a revenue enablement solution in a 'Software as a Service' or SaaS model, using a single code base, multi-tenant cloud delivery mechanism. SaaS is a software licensing and delivery model in which software is licensed on a subscription basis and is centrally hosted. Showpad also offers consulting, training, implementation, and technical support services (collectively referred to as 'Professional Services'). Showpad does not develop custom deliverables for Customers, and neither party transfers intellectual property to the other.

The Showpad platform provides solutions for:

- (i) **coaching revenue teams** by allowing Customers to deliver training and assessments to simplify onboarding and learning, as well as empowering teams to apply what they have learned through practice and role-plays; and
 - (ii) **managing and sharing marketing content** by allowing retrieval, distribution, and management of Customer's marketing materials, the generation of analytics based on the usage of those materials, and enabling interaction between administrators, users, and prospects.
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What does Showpad's commercial model look like?

Showpad's business model is structured on a subscription price based on the number of users. At any time during the subscription term, a Customer may increase the user quantity of the licences by executing a Sales Order with Showpad. The subscription fee cannot be reduced, however, during the subscription term. In other words, Showpad cannot accommodate a Customer's request to decrease its payments to Showpad based upon a reduction in Customer's user count, regardless of the reason for such reduction (Customer downsizing, Customer acquired by another entity, etc.).

Does Showpad offer termination for convenience?

Showpad does not allow termination for convenience. Showpad sets its prices based on a committed term as set forth in a Sales Order. It is fundamental to Showpad's commercial model that each party is committed to a term upon execution of a Sales Order.

What are the main differences between SaaS and software development, or installed on premise software?

The main differences with a software development contract are:

- No custom made products or deliverables are developed specially for one Customer. Showpad provides the same 'off-the-shelf' solution to all its Customers;
- There is no transfer of any intellectual property to our Customers. Showpad's Customers receive a right of access/use to the platform. To operate this business model, it is crucial that the IP remains with Showpad;
- The Customer only pays a limited licence fee (which is a small fraction of the entire development cost).

The main differences with installed, on-premise software are:

- The Showpad platform is accessed via the internet, and the solution is cloud based;
 - All Customers are on the same version of Showpad, via the same single code line;
 - Showpad uses a continuous delivery model: there are regular updates and enhancements, which are automatically pushed to all our Customers. Showpad is therefore an 'evolving' solution.
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Why use Showpad's contract templates?

As a SaaS-provider, Showpad uses the same operational infrastructure and the same security and support operations for all our Customers. Showpad has standard processes in place that apply to all Showpad's Customers (e.g., with regards to information security, data retention). Deviations on an individual Customer basis are not possible. Therefore, it is critical for Showpad to maintain consistency of its contractual terms across its entire customer base.

Showpad's contract terms have been specifically developed to reflect Showpad's one-to-many business delivery model and the underlying technical and operational processes, while Customer templates are necessarily generic and do not take into account Showpad's particular Products and Services, or Showpad's go-to-market model. Consequently, Showpad cannot use customer templates as the basis for our agreement.

Is there acceptance testing?

No. The Showpad platform is a true SaaS product – cloud-based delivery of a single code base, multi-tenant solution. Any review or evaluation of Showpad's products should be completed before a contract is signed.

Showpad's Professional Services are limited to providing consulting and onboarding services with respect to configuration of the platform. There is no development according to specifications, hence no testing or acceptance cycles.

How does Showpad protect customer data?

Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Showpad has implemented appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including inter alia: (a) the pseudonymisation and encryption of personal data; (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; (c) the ability to restore the availability and access to customer data in a timely manner in the event of a physical or technical incident.

Showpad uses industry standard encryption technologies, including application to application communication channels, which are TLS encrypted, and data at rest is encrypted using AES 256 bits encryption. These encryption technologies are incorporated into the Showpad Product and cannot be managed by the Showpad Customers themselves.

Showpad's platform, however, is not designed to process sensitive personal information. While Showpad aims to implement industry-leading safeguards designed to protect personal data, we cannot guarantee that any sensitive personal data that was incidentally processed by the Showpad Customer (e.g., regulated or sensitive Personal Data) is maintained at levels of protection to meet specific needs or obligations the Showpad Customer may have relating to that type of information.

The Showpad Information security program is covered under an ISO 27001 certification (see <https://www.bsigroup.com/en-GB/our-services/certification/certificate-and-client-directory/>), BSI certificate n° IS653767), as well as an ISAE3402 accreditation, and is audited on a regular basis by an external audit firm.

Can we attach our own security / privacy exhibits to the MSA?

No. Showpad's ability to provide a consistently high level of service relies on the standardisation of our processes, including security / data privacy methodologies. Thus, our Customers adopt Showpad's description of our security / privacy controls. Since Showpad is transparent with our controls (which are in our Data Processing Addendum and SOC 2 audit reports) and contractually commits that in no event during the term shall Showpad materially diminish the protections provided by Showpad's controls, our Customers feel comfortable sharing their Customer Data with Showpad because our customers know the controls protecting the products and services.

How can customer data be retrieved when the agreement ends?

Customers remain at all times the owner of their data. Our Customers can at all times retrieve their data via the user interface in the platform at any time during the term of the Agreement.

After termination of the Agreement, Showpad preserves a back-up of the Customer's personal data for up to 200 days, after which the personal data will be irrevocably and permanently deleted.

Is there an audit right for customers?

Showpad allows for a limited audit right in accordance with the provisions of the Showpad DPA and applicable privacy legislation.

In order to maintain the security of Showpad's Products and Services and facilities, Showpad cannot agree to host customer audits without restriction. In order to provide our Customers with objective evidence that Showpad is maintaining its security controls, Showpad uses two independent methods. Firstly, Showpad engages a third party to produce a SOC-2 audit report, which is available on request. Secondly, Showpad is ISO 27001 and ISO 27701 certified.

Can we get indemnification and unlimited liability for confidentiality and privacy breaches?

No. Our indemnification and limitation of liability have been specifically balanced to reflect an acceptable risk based on the underlying transaction and we are unable to approve a higher risk on an individual basis.

We also like to remind Customers that Showpad will not accept or process any sensitive personal data, and the personal data processed by Showpad is primarily related to business email addresses and contact details.