

This **DATA PROCESSING AGREEMENT** ("**DPA**") is entered into on this day between:

1. **Sana Labs** (as defined in Service Agreement); and
2. **Subscriber** (as defined in Service Agreement);

The above parties are hereinafter each referred to as a "**Party**" and jointly as the "**Parties.**"

1 BACKGROUND

- 1.1 The Parties have entered into an agreement under which Sana Labs grants the Subscriber a limited subscription to use Sana, API Services, or other services (the "**Agreement**").
- 1.2 This DPA shall be deemed to be part of the Agreement between the Parties. In case of any discrepancies between the Agreement and this DPA, the wording of this DPA shall prevail.
- 1.3 This DPA regulates the Subscriber's rights and obligations in its capacity as *data controller* as well as Sana Labs's rights and obligations in its capacity as *data processor* when Sana Labs processes personal data on behalf of the Subscriber under the Agreement.

2 DEFINITIONS

- 2.1 Concepts, terms and expressions in this DPA shall be interpreted in accordance with "Applicable Data Protection Laws."
- 2.2 The term "Applicable Data Protection Laws" shall for the purpose of this DPA mean any nationally or internationally binding data protection laws, case law and regulations, applicable within the European Union (the "**EU**") or the European Economic Area ("**EEA**") at any time during the term of this DPA, including the EU General Data Protection Regulation ("**GDPR**").

3 LIST OF APPENDICES

The following appendices shall form part of the DPA:

- Specification of data processing Appendix A
- Pre-approved sub-processors Appendix B
- Security measures Appendix C

4 PROCESSING OF PERSONAL DATA

- 4.1 Sana Labs undertakes to process personal data in accordance with the Subscriber's written instructions, unless otherwise required by Applicable Data Protection Laws to which Sana Labs is subject. The Subscriber's instructions to Sana Labs regarding the subject-matter and duration of the processing, the nature and purpose of the processing, the type of personal data and categories of data subjects are set forth in this DPA and in Appendix A.
- 4.2 Sana Labs shall when processing personal data under this DPA comply with all Applicable Data Protection Laws.
- 4.3 Sana Labs shall without undue delay inform the Subscriber of any contacts with the Data Protection Authority, other competent authority or third party that relates to or can be of interest for Sana Labs's processing of personal data under this DPA.

5 DISCLOSURE OF PERSONAL DATA

- 5.1 Sana Labs undertakes not to, with the exception of sub-processors that have been approved by the Subscriber in accordance with Clause 6 below, without the Subscriber's prior written consent, disclose or otherwise make personal data processed under this DPA available to any third party, unless otherwise provided by Swedish or European law, judicial or administrative decision.
- 5.2 If data subjects, competent authorities or any other third parties request information from Sana Labs regarding the processing of personal data covered by this DPA, Sana Labs shall refer such requests to the Subscriber. Sana Labs may not in any way act on behalf of or as a representative of the Subscriber and may not, without prior instructions from the Subscriber, transfer or in any other way disclose personal data or any other information relating to the processing of personal data to any third party. In the event that Sana Labs, according to Applicable Data Protection Laws or other applicable Swedish or European laws and regulations, is required to disclose personal data processed under this DPA, Sana Labs shall immediately inform the Subscriber thereof and request confidentiality in conjunction with the disclosure of requested information.

6 SUB-PROCESSORS AND THIRD COUNTRY TRANSFERS

- 6.1 Sana Labs may engage sub-processors within and outside the EU/EEA and may transfer and in other way process personal data outside the EU/EEA. Sana Labs shall ensure that sub-processors are bound by written agreements which impose on them the same data processing obligations as the obligations under this DPA in respect of data protection. Appendix B contains a complete list of its sub-processors that from the date of entry into force of this DPA have been pre-approved by the Subscriber.
- 6.2 Sana Labs shall inform the Subscriber of any new sub-processors and give the Subscriber the opportunity to object to such changes. Such objections by the Subscriber shall be based on grounds regarding the new sub-processor's ability to comply with Applicable Data Protection Laws and be made in writing without any undue delay from receipt of the information. Sana Labs shall upon request provide the Subscriber with all information that the Subscriber may reasonably request to assess the proposed sub-processor's ability to comply with Applicable Data Protection Laws. If Sana Labs despite the Subscriber's objection wishes to engage the proposed sub-processor, the Subscriber is entitled to terminate the Agreement at no extra cost. If the objection is not justified, the Subscriber is not entitled to terminate the Agreement.
- 6.3 If personal data is transferred to, or made available from, outside EU/EEA, Sana Labs shall ensure that the transfer is subject to an appropriate safeguard under Applicable Data Protection Laws, using standard contractual clauses adopted by the European Commission or an adequacy decision from the European Commission. The Subscriber hereby authorizes Sana Labs to enter into such standard data protection clauses with sub-processors on behalf of the Subscriber.
- 6.4 Sana Labs shall closely follow the development regarding transfer of personal data outside the EU/EEA and, to the extent possible, work to affect the sub-processor to, through additional security measures, ensure that the Services and the use of the Services are compliant with Applicable Data Protection Laws.

7 INFORMATION SECURITY AND CONFIDENTIALITY

- 7.1 Sana Labs shall fulfill its legal obligations regarding information security under Applicable Data Protection Laws. Sana Labs shall thereby take appropriate technical and organizational measures to maintain an adequate level of security for the protection of personal data. Sana Labs shall protect the personal data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal data transmitted, stored or otherwise processed. The personal data shall also be protected against all other forms of unlawful processing.
- 7.2 Sana Labs shall be obliged to ensure that only such staff and other representatives of Sana Labs that directly require access to personal data in order to fulfil Sana Labs's obligations in accordance with this DPA have access to such information. Sana Labs shall ensure that all persons authorized to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

8 DATA SUBJECT RIGHTS

Sana Labs shall, insofar as it is possible and taking into account the nature of the processing, through technical and organizational measures assist the Subscriber in responding to requests for exercising the data subject's rights as laid down in Chapter III of the GDPR.

9 DATA BREACH NOTIFICATIONS

- 9.1 Sana Labs shall without undue delay inform the Subscriber after becoming aware of any personal data breach.
- 9.2 Sana Labs shall assist the Subscriber with any information reasonably required to fulfill the Subscriber's data breach notification requirements under Applicable Data Protection Laws.

10 DATA PROTECTION IMPACT ASSESSMENT AND PRIOR CONSULTATIONS

Sana Labs shall, taking into account the nature of the processing and the information available to Sana Labs, assist the Subscriber in fulfilling the Subscriber's obligation to, when applicable, carry out data protection impact assessments and prior consultations with the Data Protection Authority.

11 AUDIT RIGHTS

- 11.1 The Subscriber shall be entitled to take measures necessary, including site visits, to verify that Sana Labs is able to comply with its obligations under this DPA.
- 11.2 Sana Labs undertakes to make available to the Subscriber all information and other assistance necessary to demonstrate compliance with the obligations laid down in this DPA and allow for and contribute to audits, including on-site inspections, conducted by the Subscriber or another auditor mandated by the Subscriber, provided that the individuals performing the audits enter into confidentiality agreements or are bound by statutory obligation of confidentiality.
- 11.3 Sana Labs shall immediately inform the Subscriber if, in its opinion, an instruction provided to Sana Labs when the Subscriber exercises its rights under this Clause 11, infringes Applicable Data Protection Laws.

12 TERM OF AGREEMENT

The provisions of this DPA shall apply as long as Sana Labs processes personal data for which the Subscriber is data controller.

13 MEASURES UPON COMPLETION OF PROCESSING OF PERSONAL DATA

13.1 Upon expiration of this DPA, Sana Labs shall, at the choice of the Subscriber, delete or return all personal data to the Subscriber within any undue delay, unless Swedish or European law requires Sana Labs to store the personal data.

13.2 Upon request by the Subscriber, Sana Labs shall provide a written notice of the measures taken regarding the personal data upon completion of the processing as set out in Clause 13.1 above.

14 AMENDMENTS

14.1 Any amendments to this DPA shall, in order to be valid, be agreed in writing and duly signed by authorized representatives of both Parties.

14.2 Notwithstanding Section 14.1 above, the Subscriber is entitled to make updates to its written instructions regarding the processing set out in Appendix A to the extent required by Applicable Data Protection Laws.

15 COMPENSATION

Sana Labs shall be entitled to reasonable remuneration from the Subscriber for any assistance in accordance with Clause 8, 9.2, 10, 11 and 13. Sana Labs shall also be entitled to reasonable remuneration for any additional costs that arise due to the Subscriber having made amendments to its written instructions regarding the processing. Such remuneration shall be paid in accordance with Sana Labs's price list, as applicable from time to time.

16 LIABILITY

The liability provisions and limitations thereof set out in the Agreement shall apply to this DPA.

17 GOVERNING LAW AND SETTLEMENT OF DISPUTES

17.1 This DPA shall be governed by and construed in accordance with Swedish law.

17.2 Any dispute, controversy or claim arising out of or in connection with this DPA, or the breach, termination or invalidity thereof, shall be finally settled in accordance with the dispute resolution provision set out in the Agreement.

APPENDIX A

SPECIFICATION OF DATA PROCESSING

1 INSTRUCTIONS

1.1 Short description of the service and the purposes of the processing

Sana Labs provides software solutions based on artificial intelligence and machine learning (the “**Services**”). The Services includes a learning experience that is more effective and efficient for the end-user and for the Subscriber. The Services personalizes the learning based on what the learner answers in assessments, queries in search, and personal preferences. Further, the Services personalizes the administration of the learning by identifying workflows commonly repeated by the user, and recommending simpler, more effective solutions to remove unnecessary repetitive tasks for the end-user.

Sana Labs shall process personal data on behalf of the Subscriber for the purpose of providing an efficient and personalized learning experience.

1.2 Categories of personal data

Category	Description
Device	Information about the user’s device such as browser, IP-address, etc.
Identification	Identifiers for users housed in our IT systems
Identification	Information that allows us to address the user, such as first name and last name
Contact	Information that allows us to contact the user, such as email
Learning performance	Information about learning performance, such as view time, completion rate, etc.

1.3 Categories of data subjects

Sana Labs will process personal data regarding the Subscriber’s end-users of the Services, which includes the following categories of data subjects:

- Subscriber’s employees
- Subscriber’s customers
- Subscriber’s third-parties

1.4 Processing operations (storing, managing, cross-referencing, etc.)

Sana Labs will collect, store, organise, analyse and in other ways use the personal data for the purpose indicated above.

1.5 Location of processing operations

Sweden and as specified in Appendix B.

APPENDIX B

PRE-APPROVED SUB-PROCESSORS

For each sub-processor that we use, we apply the principles of least privilege. This means that each third party system shall only have access to the minimum data required to fulfill its purpose.

Sub-processor	Purpose	Data categories processed	Data center(s)	Legal entity
Google Cloud Platform	Core Infrastructure	Learning performance, Contact, Identification, Device	Hosting in Fi, Be, De, NL; EU Model Contract Clauses	Google Ireland Limited Gordon House Barrow Street Dublin 4 Ireland VAT number: IE 6388047V
Segment	Product analytics	Learning performance, Contact, Identification, Device	USA; Standard Contractual Clause	Segment.io, Inc., a Delaware corporation, 100 California Street, Suite 700, San Francisco, CA 94111
Amplitude	Product analytics	Learning performance, Contact, Identification, Device	USA; Standard Contractual Clause	Amplitude, Inc. 631 Howard Street, Floor 5 San Francisco, CA 94105
Intercom	Customer support	Contact, Identification, Device	USA; Standard Contractual Clause	Intercom R&D Unlimited Company, 2nd Floor, Stephen Court, 18-21 St. Stephen's Green, Dublin 2, Ireland
Satismeter	NPS measurement	Contact, Identification, Device	Hosting and process data in EEA/EU	SatisMeter s.r.o. Česká 1113/1, 158 00 PRAHA 5, Czech Republic, Reg no.: 04187776
MailJet	Transactional mailing	Contact	Hosting and process data in EEA/EU	Mailjet SAS, 13 - 13 bis Rue de l'Aubrac, 75012 PARIS, Siret : 52453699200059 - APE 6311Z - 524 536 992 R.C.S Paris B
Sentry	Application Monitoring & Error Tracking Software	Contact, Identification, Device	USA; Standard Contractual Clause	FUNCTIONAL SOFTWARE, INC. 45 Fremont Street 8th Floor San Francisco, CA 94105
Google Analytics	Product analytics	Device	Hosting in EEA/EU; EU Model Contract Clauses	Google Ireland Limited Gordon House Barrow Street Dublin 4 Ireland VAT number: IE 6388047V

APPENDIX C

SECURITY MEASURES

Sana is a personalized learning platform with enterprise security

Our obligations to you, the Subscriber, are to ensure a continuous high quality delivery of our services, built on the highest level of security and resilience. We use the latest technology to make sure our infrastructure is reliable, and your data is protected. Just as we put tons of love into our product, we also put the same energy and enthusiasm into our security practices.

This document describes the technical and organizational security measures and controls implemented by Sana Labs to protect personal data and ensure the ongoing confidentiality, integrity and availability of Sana Labs's products and services. More details on the measures we implement are available upon request. Sana Labs reserves the right to revise these technical and organizational measures at any time, without notice, so long as any such revisions will not materially reduce or weaken the protection provided for personal data that Sana Labs processes in providing its products and services.

How Sana works

Sana is a web-based personalized learning platform, adapting content to the needs of every individual learner. The platform is an all-in-one learning platform covering content creation, training delivery, rich analytics, and user management. With Sana, our users accelerate time to mastery, improve learning outcomes, and improve long-term memory retention.

Sub-processors

Sana Labs engages carefully vetted sub-processors for specific purposes to enhance Sana for our Subscribers. For a list of sub-processors, please see Appendix B Pre-approved Sub-processors.

Business continuity management

Data backup is one of the pillars of Sana Labs's IT continuity plan. Trained personnel manage and follow up on backup execution to ensure the integrity, confidentiality, and accuracy of the backup data.

Another pillar are the IT and management processes and routines that are carried out when a serious incident occurs. Sana Labs continually works on keeping processes and routines updated. The continuity plan is tested at intervals based on regular risk assessments.

Sana Labs has a high degree of digitization and all the services and tools are digitally accessible using Google Accounts's SAML-based Federated SSO. As a result, most employees can continue to work from other locations even if Sana Labs's offices are closed or not accessible due to an extreme event.

Supplier relationship management

Sana Labs ensures that identified security requirements are met by external suppliers during the procurement process. A contract with a chosen supplier addresses the demands on the supplier's IT environment and information security measures. The supplier shall present and account for their technology, routines, and processes as well as IT and information security policies. Non-disclosure agreements and other relevant regulatory agreements are signed by the supplier before the service

is taken into service. Sana Labs conducts regular control of suppliers' access rights and other aspects of the agreement with the supplier. Suppliers agree to carry out assignments in accordance with the provisions specified in applicable laws and regulations in the country where the assignments are performed.

Information security management

Sana Labs uses an Information Security Management System (ISMS) based on the international standard ISO/IEC 27001 as the basis for all security measures. The ISO/IEC 27001 standard provides guidelines and general principles for planning, implementing, maintaining and improving information security in an organisation.

System access control

Measures that prevent unauthorised persons from using IT systems and processes:

- When provisioning access, Sana Labs adheres to the principle of least privilege and role-based permissions — meaning our employees are only authorized to access data that they reasonably must handle in order to fulfill their job responsibilities.
- Sana Labs utilizes multi factor authentication for access to systems with highly confidential data, including our production environment which houses personal data.

Physical access control

Measures to prevent physical access of unauthorised persons to IT systems that handle personal data:

- Sana Labs partners with industry-leading data center and cloud infrastructure providers. Access to all data centers is strictly controlled. All data centers are equipped with 24x7x365 surveillance and biometric access control systems. Additionally, all providers are ISO27001, ISO27017, ISO27018, SOC Type II, PCI DSS, and CSA STAR certified.
- Data centers are equipped with at least N+1 redundancy for power, networking, and cooling infrastructure.
- Sana Labs replicates data across four separate, physically independent, and highly secure GCP locations, ensuring high availability, and protection from local failures such as power outages and fires.

Data access control

Measures to ensure that persons authorised to use Sana have access only to the personal data pursuant to their access rights:

- Sana Labs utilizes the zxcvbn-estimator to validate passwords and only ensures strong passwords are used by users.
- Recovery of lost passwords are done by requesting a signed link to the user's email account — no passwords are sent in plain text over email, chat, phone, or any other communication method.
- Sana Labs uses Firebase for secure user authentication, ensuring passwords are hashed (and salted) securely using scrypt, and upon Subscriber request, requires single sign-on (SSO) powered by SAML 2.0.
- Sana Labs uses best-practice tools for vulnerability scanning, malicious activity detection, and blocks suspicious behavior automatically.

- Sana Labs utilizes firewalls to segregate unwanted traffic from entering the network. A DMZ is utilized using firewalls to further protect internal systems protecting sensitive data.

Transmission access control

Measures to ensure that personal data cannot be read, copied, altered, or deleted by unauthorised persons during electronic transmission or during transport or storage on data media and that those areas can be controlled and identified where transmission of personal data is to be done via data transmission systems:

- Subscriber data at rest is encrypted with AES-128 and AES-256, and data in transit is encrypted with TLS 1.2.
- Sana Labs is alerted to encryption issues through periodic risk assessments and third-party penetration tests. Sana Labs performs third-party penetration tests on an annual basis, or as needed due to changes in the business.
- We also sign the data to ensure its integrity; An IT security diagram can be found in *Appendix C.1: IT Security diagram*.

Entry control

Measures to ensure that it can be subsequently reviewed and determined if and from whom personal data was entered, altered, or deleted in the IT system:

- Systems are monitored for security events to ensure quick resolution.
- Logs are centrally stored and indexed. Critical logs, such as security logs, are retained for at least 2 months. Logs can be traced back to individual unique usernames with timestamps to investigate nonconformities or security events.

Availability control

Measures to ensure that personal data are protected against accidental destruction or loss:

- Sana Labs saves a full backup copy of production data daily to ensure rapid recovery in the event of a large-scale disaster. Incremental/point-in-time recovery is available for all primary databases. Backups are encrypted-in-transit and at rest using strong encryption.
- Sana Labs patch management process ensures that systems are patched at least once every month. Monitoring, alerting, and routine vulnerability scanning occurs to ensure that all product infrastructure is patched consistently.
- When necessary, Sana Labs patches infrastructure in an expedited manner in response to the disclosure of critical vulnerabilities to ensure system uptime is preserved.
- Subscriber environments are logically separated at all times. Subscribers are not able to access accounts other than those given authorization credentials for.

Separation control

Measures to ensure that personal data collected for different purposes can be processed separately:

- Sana Labs employs different data processing systems for different purposes. These systems are architecturally (logical and physically) separated. All systems require a valid authorization to be accessed.
- To ensure against unintentional amalgamation of data, Sana Labs separates development, testing, staging and production environments.

Risk management

Measures to ensure that the appropriate risk management and security risk management in place include but are not limited to:

- Sana Labs conducts periodic reviews and assessments of risks, monitoring and maintaining compliance with Sana Labs's policies and procedures.
- Sana Labs ensures periodic, effective reporting of information security conditions and compliance to senior internal management.
- Sana Labs hosts periodic security risk management training, including but not limited to data protection for all employees, including an initial onboarding training for new employees to review and ensure compliance with up-to-date security risk management procedures and policies.
- Sana Labs maintains a central IT-policy covering guidelines for Internet usage.

Operations security

Measures to ensure that the appropriate operations security safeguarding against malicious code in place include but are not limited to:

- Sana Labs has different systems and methods to protect the IT infrastructure against malicious code, including various antivirus scanners, spam filters, security updates and training.
- Sana Labs uses active monitoring to ensure that antivirus scanners and spam filters are active and updated.
- Sana Labs actively installs the latest security updates on systems and applications to minimize the risk for exploitation of vulnerabilities.
- Sana Labs, as part of basic training, ensures all employees take periodic training covering the identification of malicious code.

Measures to ensure that the appropriate operations security safeguarding email in place include but are not limited to:

- Sana Labs utilises Google's world-class email security to protect all inbound and outbound email from malware.
- Sana Labs leverages Google's email spam filtering services to guard against spam, virus, and phishing attacks.
- Employees of Sana Labs immediately notify staff of email identified as infected or harmful, and ensure that the email sender is blocked and quarantined. The verification and assessment of whether an email is malicious or not is automated and based on the rules but rather based on the competency of each Sana Labs's employee — educated on a periodic basis to identify harmful emails.

Security regarding personnel

Measure to ensure that Sana Labs's personnel comply with the laws and regulations of the country, and ensuring that personnel abide by the relevant terms and conditions of supplier and customer agreements:

- Sana Labs's personnel are required to conduct themselves in a manner consistent with the company's guidelines regarding confidentiality, business ethics, appropriate usage, and professional standards. Sana Labs conducts reasonably appropriate background checks to

the extent legally permissible and in accordance with applicable local labor law and statutory regulations.

- Personnel are required to execute a confidentiality agreement and must acknowledge receipt of, and compliance with, Sana Labs confidentiality and privacy policies. Personnel are provided with security training. Sana Labs's personnel will not process customer data without authorization.

Retention of Personal Data

During the term of the DPA, the personal data processed by Sana Labs will be subject to the retention requirements instructed from time to time by the Subscriber. After the termination or expiration of the DPA, Section 13 of the DPA shall apply.

APPENDIX C.1: IT SECURITY DIAGRAM

