# Data Processing Agreement

Last updated: June 19, 2023

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

1. **Sana Labs** (as defined in the Agreement); and
2. **Subscriber** (as defined in the 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 Labs' Services and 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 Parties understand and agree that the Subscriber will use the Services provided by Sana Labs for all companies belonging to the Subscriber (“**Affiliates**”) and that the Personal Data that is being processed can therefore belong to any of the Affiliates. Subscriber will act as a Controller on behalf of all Affiliates for the term of this Agreement. If any deviations are necessary due to mandatory legal requirements applicable on one of the Affiliates, Subscriber will provide instructions to Sana Labs.

1.4 This DPA regulates the Subscriber’s rights and obligations in its capacity as *data controller* as well as Sana Labs' rights and obligations in its capacity as *data processor* when Sana Labs processes Personal Data on behalf of the Subscriber under the Agreement.

1.5 Sana Labs agrees that it, at the time of concluding this DPA, has no reason to believe that the legislation applicable to it or its sub-processors, including in any country to which Personal Data is transferred either by itself or through a sub-processor, prevents it from fulfilling the instructions received from Subscriber and its obligations under the Standard Contractual Clauses. In the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Standard Contractual Clauses, Sana Labs agrees to notify the change to Subscriber as soon as it is aware, in which case Subscriber is entitled to suspend the transfer of data and / or terminate the Agreement.

## 2 DEFINITIONS

2.1 Concepts, terms, and expressions in this DPA shall be interpreted in accordance with Applicable Data Protection Laws (“**Applicable Data Protection Laws**”).

2.2 Personal data (“**Personal Data**”) is limited to any information relating to an identified or identifiable natural person that Sana Labs processes on behalf of and under the authority of the Subscriber to provide the Services under this Agreement.

2.3 The term Applicable Data Protection Laws shall for the purpose of this DPA, and at any time during the term of this DPA, mean any nationally or internationally binding data protection laws, case law, and regulations, applicable within the European Union (the

"**EU**"), the European Economic Area ("**EEA**"), including the EU General Data Protection Regulation ("**GDPR**"), Cal. Civ. Code §§ 1798.100 et seq., as amended, including by the California Privacy Rights Act of 2020 (the California Consumer Privacy Act) ("**CCPA**"), and applicable subordinate legislation and regulations implementing those laws.

## 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 for the limited and specified business purpose set forth in this DPA and in Appendix A and in accordance with the Subscriber's written instructions, unless otherwise required by Applicable Data Protection Laws to which Sana Labs is subject. In the case of a deviation between Applicable Data Protection Law that is applicable to the Subscriber and Sana Labs, Sana Labs will inform the Subscriber before Sana Labs starts processing the Subscriber's Personal Data. 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, and the rights and obligations of both Parties are set forth in this DPA and in Appendix A.

4.2 Processing Requirements: As data processor and a service provider, Sana Labs agrees to:

4.2.1 Comply with all Applicable Data Protection Laws, and where the CCPA applies, in a manner that provides no less than the level of privacy protection required by the CCPA;

4.2.2 Promptly inform you in writing if it cannot comply with the requirements of this DPA or Applicable Data Protection Laws;

4.2.3 Grant Subscriber the right to take reasonable and appropriate steps to stop and remediate unauthorized use of Personal Data upon notification of noncompliance with the requirements of this DPA or Applicable Data Protection Laws;

4.2.4 Cooperate with reasonable audits conducted by Subscriber, and at Subscriber's request, make information available to demonstrate Sana Labs' compliance with Applicable Data Protection Laws;

4.2.5 Not provide Subscriber with remuneration in exchange for Personal Data from Subscriber. The parties acknowledge and agree that Subscriber has not "sold" (as such term is defined by the CCPA) Personal Data to Sana Labs;

4.2.6 Not "sell" (as such term is defined by the CCPA) or "share" (as such term is defined by the CCPA) Personal Data;

4.2.7 Inform Subscriber promptly if, in Sana Labs' opinion, an instruction from Subscriber violates applicable Data Protection Laws;

4.2.8 To the extent that Sana Labs receives de-identified data derived from Personal Data subject to the CCPA from Subscriber, Sana Labs shall (i) adopt reasonable measures to prevent such deidentified data from being used to infer information about, or otherwise being linked to, a particular natural person or household; (ii) publicly commit to process data only in a de-identified fashion and not attempt to re-identify data; and (iii) before sharing de-identified data with any other party, including sub-processors, contractually obligate any such recipients to comply with the requirements of this provision;

4.2.9 Where the Personal Data is subject to the CCPA, not (i) retain, use, disclose, or otherwise process Personal Data except as necessary for the business purposes specified in the Agreement or this DPA; (ii) retain, use, disclose, or otherwise process Personal Data in any manner outside of the direct business relationship between Sana Labs and Subscriber; or (iii) combine any Personal Data with Personal Data that Sana Labs receives from or on behalf of any other third party or collects from Sana Labs' own interactions with individuals, provided that Sana Labs may so combine Personal Data for a purpose permitted under the CCPA if directed to do so by Subscriber or as otherwise permitted by the CCPA. In the event that contrary to the parties' understanding, Sana Labs is considered a contractor under CCPA, Sana Labs certifies that it understands the restrictions in this section 4.2.10 and will comply with such terms, and will permit Subscriber, subject to Sana Labs' agreement, to monitor Sana Labs' compliance with this DPA, including through manual reviews, automated scans, regular assessments, audits, and technical and operational testing at least once per year;

4.2.10 Sana Labs shall, without undue delay, inform the Subscriber of any communication with the Data Protection Authority, other competent authority or third party that relates to or can be of interest for Sana Labs' processing of Personal Data under this DPA, and Sana Labs will provide reasonable assistance to Subscriber if Subscriber receives a request from such authority or is subject to a regulatory investigation;

4.2.11 Sana Labs shall assist the Subscriber, through appropriate technical and organizational measures, with Subscriber's compliance obligations to implement reasonable security procedures and practices appropriate to the nature of the Personal Data.

## 5 OBLIGATIONS OF SUBSCRIBER

5.1 Subscriber represents, warrants, and covenants that it has and shall maintain throughout the term all necessary rights, consents, and authorizations to provide the Personal Data to Sana Labs and to authorize Sana Labs to use, disclose, retain and otherwise process that Personal Data as contemplated by this DPA, the Agreement and/or other processing instructions provided to Sana Labs.

5.2 Subscriber shall comply with all Applicable Data Protection Laws.

5.3 Subscriber shall reasonably cooperate with Sana Labs to assist Sana Labs in performing any of its obligations with regard to any requests from Subscriber's data subjects, including, without limitation by maintaining a record of which "user ID" or similar numbers that are related to which data subjects in order to facilitate individual rights requests.

5.4 Without limitation to the foregoing, Subscriber represents, warrants, and covenants that it shall only transfer Personal Data to Sana Labs using secure, reasonable, and appropriate mechanisms.

5.5 Subscriber shall not provide Personal Data to Sana Labs except through agreed mechanisms. For example, Subscriber shall not include Personal Data other than technical contact information, or in technical support tickets, transmit Personal Data to Sana Labs by email.

5.6 Subscriber shall not take any action that would (i) render the provision of Personal Data to Sana Labs a "sale" or a "share" under the CCPA; or (ii) render Sana Labs not a "service provider" under the CCPA.

## 6 DISCLOSURE OF PERSONAL DATA

6.1 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.

6.2 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 to the extent permissible under applicable law. 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 to the extent permissible under applicable law. 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.

6.3 With regards to requests for Personal Data from government authorities, Sana Labs requires an official, signed document issued pursuant to local law and rules. Specifically, Sana Labs requires a subpoena or equivalent before disclosing non-content, and only disclose content to law enforcement in response to a warrant (or its local equivalent). Sana Labs' compliance team reviews government demands for customer data to ensure the requests are legally binding, rejects those that are not legally binding and only provides the data specified in the legal order.

6.4 For the purposes of clarification to this section, lawful efforts do not include actions that would result in civil or criminal penalty such as contempt of court under the laws of the relevant jurisdiction:

- In the case that Sana Labs receives an order from any third party for compelled disclosure of any Personal Data that has been transferred under the Standard Contractual Clauses, Sana Labs will, where possible, redirect the third party to request data directly from the Subscriber and provide a copy of the demand unless legally prohibited from doing so.
- In the case that Sana Labs receives an order from any third party for compelled disclosure of any Personal Data that has been transferred under the Standard Contractual Clauses, use all lawful efforts to challenge the order for disclosure on the basis of any legal deficiencies under the laws of the requesting party or any

relevant conflicts with the law of the European Union or applicable Member State law.

6.5 Sana Labs will not provide any third party: (a) direct, indirect, blanket or unfettered access to any Personal Data; (b) platform encryption keys used to secure Personal Data or the ability to break such encryption; or (c) access to Personal Data if Sana Labs is aware that the data is to be used for purposes other than those stated in the third party's request.

## 7 SUB-PROCESSORS AND THIRD COUNTRY TRANSFERS

7.1 Sana Labs may engage sub-processors within and outside the EU/EEA and may transfer and in other ways 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.

7.2 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 within thirty (30) days 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.

7.3 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.

7.4 Sana Labs shall closely follow the development regarding the transfer of Personal Data outside the EU/EEA and, to the extent possible, implement any evolved requirements related to the transfer of Personal Data to a sub-processor, including the adoption of additional security measures and the conducting of all required risk assessments of privacy laws in jurisdiction where the sub-processor is located, to ensure that the Services and the use of the Services are compliant with Applicable Data Protection Laws.

## 8 INFORMATION SECURITY AND CONFIDENTIALITY

8.1 Sana Labs shall assist Subscriber and 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.

8.2 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 fulfill Sana Labs' 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, and that all persons authorized to process Personal Data have had sufficient and necessary training covering awareness of GDPR and data processing agreements.

## 9 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 and in the CCPA, as applicable. If Sana Labs receives a Data Subject Rights request, it will:

- Inform the data subject that it is not the controller of the information,
- Request that the data subject sends its request to the data controller,
- and forward the original request to the Subscriber without undue delay.

## 10 DATA BREACH NOTIFICATIONS

10.1 Sana Labs shall without undue delay inform the Subscriber after becoming aware of any Personal Data breach.

10.2 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.

## 11 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.

## 12 AUDIT RIGHTS

12.1 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.

12.2 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 obligations of confidentiality.

12.3 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.

## 13 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.

## 14 MEASURES UPON COMPLETION OF PROCESSING OF PERSONAL DATA

14.1 Before the expiration of this DPA, Sana Labs shall, at the choice of the Subscriber, securely delete or return all Personal Data to the Subscriber without undue delay, unless Applicable Data Protection Laws require Sana Labs to store the Personal Data.

14.2 If return or destruction is impracticable or incidentally prohibited by a valid legal order, Sana Labs shall take measures to inform the Subscriber and block such Personal Data from any further processing (except to the extent necessary for its continued hosting or processing required by applicable law) and shall continue to appropriately protect the Personal Data remaining in its possession, custody, or control and, where any authorized sub-processor continues to possess Personal Data, require the authorized sub-processor to take the same measures that would be required of Sana Labs.

14.3 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 14.1 above.

14.4 Archival Copies: If Sana Labs is required by law to retain archival copies of Subscriber data for tax or similar regulatory purposes, Sana Labs shall (i) not use the archived information for any other purpose; and (ii) remain bound by its obligations under this agreement, including, but not limited to, its obligations to protect the information using appropriate safeguards and to notify Subscriber of any Security Incident involving the information.

14.5 Deletion Standard: All Subscriber data deleted by Sana Labs will be securely deleted using an industry-accepted practice designed to prevent data from being recovered using standard disk and file recovery utilities (e.g., secure overwriting, degaussing of magnetic media in an electromagnetic flux field of 5000+ GER, shredding, or mechanical disintegration). With respect to Subscriber data encrypted in compliance with this DPA, Sana Labs may delete data by permanently and securely deleting all copies of the encryption keys.

## 15 AMENDMENTS

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

15.2 Notwithstanding Section 15.1 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.

## 16 COMPENSATION

Sana Labs shall be entitled to reasonable remuneration from the Subscriber for any assistance in accordance with Clause 9, 10.2, 11, 12, and 14. 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.

## 17 LIABILITY

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

## 18 GOVERNING LAW AND SETTLEMENT OF DISPUTES

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

18.2 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.

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## Appendix A

### Specification of data processing

## 1 INSTRUCTIONS

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

Sana Labs provides teams with web-based solutions for editing, knowledge and learning management, search, and virtual meetings.

The Services include:

- a multi-player content creation tool with support for multimedia types and automatic content generation using large language models and text-to-image models,
- personalized recommendations based on the end-users' learning needs,
- a live audio and video player to create more interactive meetings and transcribe and summarize meeting notes, making meetings more engaging and accessible to end-users,
- admin features that allow end-users to automate workflows when delivering learning to their organization, to schedule learning programs based on user attributes, and to get detailed analytics and reporting on learning progress and engagement, and
- a powerful search engine that can integrate with many existing knowledge sources today and provide relevant results, both as resources and as a natural language response.

Sana Labs shall process Personal Data on behalf of the Subscriber for the purpose of providing a collaborative and personalized learning experience.

### 1.2 Categories of Personal Data

- User:
  - Name
  - Email
  - Username
  - Password
  - Alphanumeric identifier
  - Access level and system role
  - Profile picture
  - Custom attributes from Subscriber's pre-approved integrations
- Content:
  - In-meeting content: video, audio, images, chat, text, recordings, transcriptions, interactive card responses, files, calendar dates
  - Self-paced content: video, audio, images, chat, text, interactive card responses, files, calendar dates
  - Search queries: end-user's submitted queries
  - Third-party content: Content from Subscriber's pre-approved integrations
- Performance:
  - Time

  - Completion data
  - Progress
  - Course and path assignments
  - Favorites
- Device:
  - Browser type
  - IP-address
  - Operating system
  - Location
  - Device type
  - MAC address
- Activity:
  - Event logs (e.g., action taken, event type, event location, timestamp, client UUID, user ID, and channel ID)
  - Cookies
  - Session information (e.g., frequency, average and actual duration, quantity, quality, network activity, and network connectivity)
  - Session facilitator/participant ID
- Telemetry:
  - Sound output and input
  - Video
  - Network type
- Support:
  - Troubleshooting subject
  - Problem description
  - Post-session feedback (score of 1-5 and free text)
  - User-supplied attachments (e.g., recordings, transcripts or screenshots, text, post-session feedback)

### 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:

- Natural persons who are authorized to administer and use the Services:
  - Subscriber's employees
  - Subscriber's third-parties, such as contractors, consultants, advisors
  - Subscriber's customers

### 1.4 Processing operations

Sana Labs will collect, store, organize, and analyze the Personal Data for the purpose indicated above, as included in the Agreement and in accordance with instructions of the Subscriber.

### 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 | Location and legal basis of processing | Legal entity |
|---|---|---|---|---|
| Sub-processors for Sana Platform | | | | |
| Agora, Inc. | Real-time infra | Content, Device, Activity, Telemetry | EEA/EU; SCC | 2804 Mission College Blvd., Santa Clara, CA 95054, USA |
| Ably Realtime Ltd. | Real-time infra | Device | EEA/EU; GDPR | Ably Realtime; Fora, 21-33 Great Eastern Street, London, United Kingdom, EC2A 3EJ |
| Google Ireland Limited | Hosting infra | User, Content, Performance, Device, Activity | EEA/EU; SCC | Google Ireland Limited, Gordon House Barrow Street Dublin 4 Ireland VAT number: IE 6388047V |
| Intercom | Support | Support (Name, email, user ID) | EEA/EU; GDPR | Intercom R&D Unlimited Company, 2nd Floor, Stephen Court, 18-21 St. Stephen's Green, Dublin 2, Ireland |
| Mailjet | Transactional mailing | User (Name and email) | EEA/EU; GDPR | Mailjet SAS, 13-13 bis, rue de l'Aubrac-75012, Paris France |
| OpenAI | Search infra | Content (Search queries) | USA; SCC | OpenAI LP, 3180 18th St, San Francisco, CA 94110, USA |
| Sendinblue | Transactional mailing | User (Name and email) | EEA/EU; GDPR | SENDINBLUE SAS – 7 rue de Madrid, 75008 Paris, France |

## Appendix C

## Security Measures

### Sana is a personalized learning platform with enterprise security

Our obligations to 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 Subscriber data is protected. Just as we put hard work 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' 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 and knowledge sharing platform. The platform is an all-in-one place for teams to create, share, assign, search, measure, and retrieve knowledge and learning assets. With Sana, our users experience more engaging and interactive moments to learn and share knowledge with others, an accelerated time to mastery of new knowledge, improved learning outcomes, and improved 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' IT continuity plan. Trained personnel manage and follow up on backup execution to ensure the integrity, confidentiality, and accuracy of the backup data. Backups are taken daily. Personal Data is kept in backups for the first 30 days of the backup time, after which all Personal Data is scrubbed from the backup, and the scrubbed backup is stored indefinitely.

Another pillar is 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’ SAML-based Federated SSO. As a result, most employees can continue to work from other locations even if Sana Labs' 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) certified under 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 organization.

### System access control

Measures that prevent unauthorized 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 unauthorized 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, SOC2 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.

Measures to prevent physical access of unauthorized persons to physical office locations:

- Sana Labs ensures that only authorized persons can access physical office locations through comprehensive physical and identity access management consisting of redundant key-card access points, video surveillance, and 24/7 identity management.
- Sana Labs ensures effective and immediate onboarding and offboarding of employees, contractors, and third parties, including the security training of said personnel and immediate return and / or destruction of sensitive documents and access cards upon termination.

### Data access control

Measures to ensure that persons authorized 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 is 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 ensures passwords are hashed (and salted) securely using scrypt and stored in PostgreSQL, and upon Subscriber request, requires single sign-on (SSO) powered by SAML 2.0, for secure user authentication.
- 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 unauthorized 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.
- Sana Labs attests that the key for the encryption (for data in rest and data in transit) is kept within the EU.
- 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.

**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 valid authorization to be accessed.
- To ensure against the 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' 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 utilizes Google's world-class email security to protect all inbound and outbound emails 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 employee — educated on a periodic basis to identify harmful emails.

**Security regarding personnel**

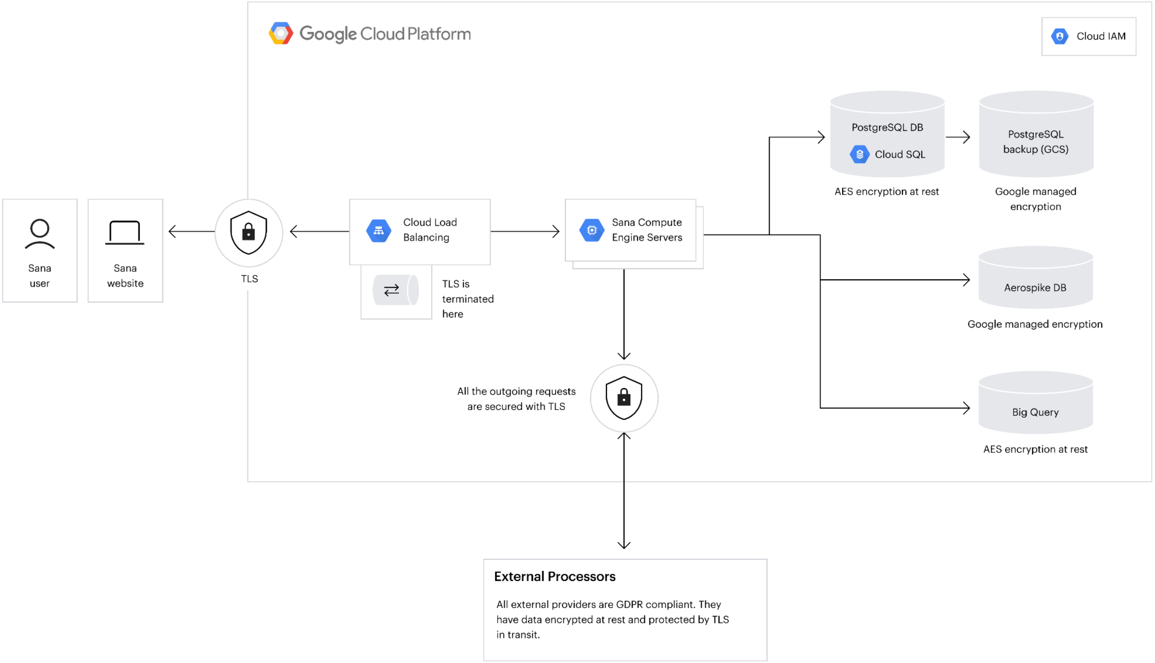
Measure to ensure that Sana Labs' personnel comply with the laws and regulations of the country, and ensuring that personnel abides by the relevant terms and conditions of supplier and customer agreements:

- Sana Labs' 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 is required to execute a confidentiality agreement and must acknowledge receipt of, and compliance with, Sana Labs' confidentiality and privacy policies. Personnel is provided with security training. Sana Labs' 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


Google Cloud Platform
Cloud IAM
PostgreSQL DB
Cloud SQL
AES encryption at rest
PostgreSQL backup (GCS)
Google managed encryption
Sana user
Sana website
TLS
Cloud Load Balancing
TLS is terminated here
Sana Compute Engine Servers
Aerospike DB
Google managed encryption
All the outgoing requests are secured with TLS
Big Query
AES encryption at rest
External Processors
All external providers are GDPR compliant. They have data encrypted at rest and protected by TLS in transit.

Note: Services used for Sana Labs' internal / external communication, email, and storage not illustrated here.