Terms of Service

Last updated: April 21, 2024

1   General

These Terms of Service (these "**ToS**") constitute an integral part of the Agreement entered into between the Parties and shall govern the delivery of the Services under the Agreement.

Capitalized terms utilized in these ToS and not defined herein shall have the meaning set forth in the Agreement.

As used herein, the term, "you" and "your" refers to the entity defined as Subscriber in the Agreement, and "we" and "our" refers to Sana Labs AB ("**Sana**").

2   Pilot and Free Tier

Pilot Accounts and Free Tier are provided "as is" and "as available" without any warranty of any kind. To the greatest extent permitted by law, Sana disclaims all obligation and liability under the Agreement (including liability otherwise provided for under Section 13 (Limitation of Liability)) for any harm or damage arising out of or in connection with a Pilot Account, including any obligation or liability with respect to Input (as defined in the Terms of Use). Any configurations or Input entered into a pilot account, and any customizations made to a pilot account by or for Subscriber may be permanently lost if the pilot account is suspended, terminated, or discontinued. Sana's indemnity obligations under Section 15 (Indemnification) do not apply to pilot accounts.

3   Sana's Obligations

3.1   Services

Sana provides the Services agreed in the Subscription Service Order Form to the Subscriber in accordance with the terms and conditions of the Agreement (as amended from time to time).

(a) **Sana AI availability**. Sana AI is generally available 24/7 except for interruptions due to support and maintenance. To use the Services, Subscriber will be responsible for obtaining and maintaining, at its expense, all necessary telecommunication, computer hardware, software and Internet connectivity and firewalls required from time to time to use the Services and that they work properly.

Unless specified in the Agreement: (a) Sana does not warrant or support Third-Party Services, (b) as between Sana and Subscriber, Subscriber assumes all responsibility for the Third-Party Services and any disclosure, modification, or deletion of Input by the Third-Party Services and (c) Sana shall have no liability for, and Subscriber is not relieved of any obligations under the Agreement or entitled to any refund, credit, or other compensation due to any unavailability of the Third-Party Services or any change in the ability of Sana to interoperate with the Third-Party Services.

3.2   Compliance with Laws

Sana will comply with all laws and governmental regulations applicable to its business.

3.3   Personnel and Performance

Sana may engage subcontractors for the performance of the Services and other obligations under the Agreement. Sana will be responsible for the performance of its personnel (including employees and subcontractors) and their compliance with the Agreement.

3.4   Security Measures

Sana will maintain administrative, physical, and technical safeguards for the security and integrity of the Services (the "**Security Measures**") consistent with industry-standard practices.

Sana will process personal data in accordance with the instructions set out in the Data Processing Agreement.

4   Sana's Data

Notwithstanding anything to the contrary herein and to the extent such activities do not infringe Subscriber's pre-existing intellectual property rights, Sana shall always be free to make use of any general know-how acquired, general principles learned, and general experience gained in connection with providing the Services.

5   Subscriber's Obligations

5.1   Subscriber Input

Subscriber agrees to be solely responsible for the Input and for compliance with all Laws pertaining to the Input, including, but not limited to, Laws requiring Subscriber to obtain the consent of a third party to use the Input and to provide appropriate notices of third-party rights. Subscriber represents and warrants that Subscriber has the right to upload the Input to the Services and that such use does not violate or infringe on any rights of any third party. Under no circumstances will Sana be liable in any way for any (a) Input that is transmitted or viewed while using the Services, (b) errors or omissions in the Input, or (c) any loss or damage of any kind incurred because of the use of, access to, or denial of access to Input. Although Sana is not responsible for any Input, Sana may delete any Input, at any time without notice to Subscriber, if Sana becomes aware that it violates any provision of this Agreement, or any law. Subscriber retains copyright and any other rights Subscriber already holds in Input Subscriber submits, posts, or displays on or through, the Services.

5.2   Personnel and Performance

Subscriber will be responsible for the performance of its personnel (including employees and contractors) in compliance with the Agreement. Subscriber enters into the Agreement on behalf of its Affiliates ("**Subscriber Affiliates**") that are to make use of the Services. For the purposes of the Agreement, Subscriber Affiliate shall mean, with respect to a specified entity, (i) an entity (other than the Subscriber that

directly or indirectly, through one or more intermediaries, owns more than 50% of the outstanding voting securities of the Subscriber, and (ii) an entity that directly or indirectly through one or more intermediaries, is controlled by the Subscriber, in each case where the term "control" means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract interest or otherwise.

5.3   Subscriber's Responsibilities

Subscriber is responsible for the following:

a)   Subscriber is responsible for obtaining and maintaining, at its own expense, all necessary telecommunication, computer hardware, software and firewalls required from time to time to properly use the Services.

b)   Subscriber is responsible for the communication between Subscriber and the point or points where Sana connects the Services to Subscriber's end points. Subscriber is also responsible for ensuring that it has the equipment and software that is required for the use of the Services.

c)   Subscriber is responsible for faults and defects in Subscriber's software and the subsequent non-availability of the Services.

d)   Subscriber shall ensure that (i) Subscriber's Input is free of viruses, trojans, worms or other harmful software or code; (ii) Subscriber's Input are in the agreed format; and (iii) that Subscriber's Input cannot, in any other way, damage or interfere with Sana system or the Services.

e)   Subscriber shall ensure that log-in information, security methods, and other information provided by Sana for access to the Services are handled confidentially in accordance with Section 8 (Confidentiality). Subscriber shall notify Sana immediately in the event of unauthorized access to information in accordance with this clause.

f)   Subscriber shall, and shall ensure that all users also will, follow all applicable laws, guidelines, and recommendations for the Services.

g)   Subscriber shall not use the Services to store, transmit or display Input for fraudulent purposes or in violation of applicable laws and governmental regulations;

h)   Subscriber shall not interfere with or disrupt the integrity or performance of the Services or any third-party technology contained therein.

i)   Subscriber shall not permit direct or indirect access to or use the Services in a way that circumvents a usage or capacity limit of the Services or use the Services to access or use any of Sana's intellectual property except as permitted under the Agreement.

j)   Subscriber shall not sell, resell, license, sublicense, distribute, redistribute, rent, or lease the Services except as integrated with its own offerings that provide additional functionality to its end users;

k)   Subject to Section 9.2 (Sana AI), except as permitted by applicable laws or governmental regulations, shall not reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any or all of the source code of the Services.

l)   Subscriber shall not access the Services to develop a competitive product or service.

m)   Third-Party Services. Any third-party software, services, or other products ("**Third-Party Services**") that Subscriber uses in connection with the Services (including but not limited to such that constitute Input) are subject to their own terms, and Subscriber is solely responsible for complying with all terms and conditions governing such Third-Party Services, including provisions applicable to

permission for Sana to interoperate with such Third-Party Services. For avoidance of doubt, Sana does not provide any warranty, liability, or support with respect to any Third-Party Services.

5.4 Subscriber's use of the Services

a)   Subscriber shall specify the users that are authorized to use the Services by inviting them to the Services. If a person is no longer authorized to use the Services, Subscriber shall immediately remove their access. Subscriber is responsible for all users' use of the Services.

b)   Subscriber is required to follow any written instructions from time to time provided by Sana for use of the Services.

c)   Subscriber's users shall accept the Terms of Use and read the Privacy Notice.

5.5 Service Notices

If Sana becomes aware that Subscriber has violated Subscriber's obligations under this Section 5 (Subscriber's Obligations), Sana will notify Subscriber by email (the "**Service Notice**") and request Subscriber to take immediate and appropriate action, including ceasing problematic usage or removing applicable Input. Sana may also issue a Service Notice if a Subscriber user has violated the Terms of Use. If not capable of being remedied or If Subscriber fails to comply with a Service Notice within the time period set forth in the Service Notice, Sana may block Subscriber's access to the Services until the requested action is taken. If Subscriber fails to take the required action within ten (10) working days or fails to comply with Subscriber's obligations under this Section 5 (Subscriber's Obligations) on two (2) or more occasions during any rolling twelve (12) month period, Sana may terminate the Agreement immediately for cause. Sana also responds to notices of alleged copyright infringement and may block access to the applicable Service or terminate accounts of repeat infringers. All limitations of access, suspensions, and terminations for cause shall be made at Sana's sole discretion and Sana shall not be liable to Subscriber or any third party for any termination of Subscriber's account or access to the Services.

6 Term and Termination

6.1 Term

The Agreement is valid from the earlier of the Effective Date or the date that you start using the Services and shall remain in force during an initial period as set out in the Subscription Service Order Form (the "**Initial Service Term**"). Unless terminated by either Party with no less than ninety (90) days written notice before the expiry of the Initial Service Term, the Agreement shall automatically renew for successive subscription periods (each a "**Renewal Term**"), equivalent to the length of the Initial Service Term, until terminated by either Party with no less than ninety (90) days written notice before the expiry of the applicable Renewal Term. Such termination will take effect at the end of the applicable Renewal Term. Any termination of this Agreement shall be made in writing.

6.2 Termination for Cause

In addition to Sana's right to terminate the entire Agreement under Section 5.5 (Service Notices), Subscriber or Sana may terminate the entire Agreement for cause (a) upon thirty (30) days written notice to the other of

a material breach if the breach remains uncured at the expiration of the notice period or (b) if the other Party (i) becomes the subject of a proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors to the extent permitted by applicable laws or governmental regulations, (ii) goes out of business, or (iii) ceases its operations.

6.3   Effects of Termination and Survival

Upon termination of the Agreement, your right to use the Services terminate and you shall promptly return or, if instructed by us, destroy any confidential information of Sana. All outstanding Fees are due and payable on termination.

In connection with termination of the Agreement, Sana undertakes, to the extend required under applicable laws, and on Subscriber's reasonable request to assist with furnishing Subscriber with Input stored In the Services (if any).

Any term or condition that by its nature is clearly intended to survive the expiration or termination of the Agreement, shall survive any expiration or termination of the Agreement, including Sections 5.3(f), (h), and (i) (under Subscriber's Obligations), Section 7.1 (Fees), Section 7.5 (Refund or Payment upon Termination), Section 8 (Confidentiality), Section 9 (Licenses and Proprietary Rights), Section 13 (Limitation of Liability), and Section 15 (Indemnification).

7   Fees and Payment

7.1   Fees

Subscribers shall pay the applicable fees for the services ("**Fees**") charged to their accounts in accordance with Sana's offered subscription plans and payment methods from time to time unless otherwise agreed in writing. Subscribers shall provide complete and accurate billing information including a valid and authorized payment method. Sana will charge the Fees on an agreed-upon periodic basis. Subscribers authorize Sana and its affiliates, and Sana's third-party payment processor(s), to charge the Fees in accordance with the payment method for the Fees. Sana reserves the right to correct pricing errors or mistakes even if we have already issued an invoice or received payment. If payment of the Fees cannot be processed when due, Sana will provide a written notice of such failure and reserves the right to suspend access to the Services until payment is made in full. The fees payable under the Agreement shall be paid in the currency specified in the Agreement. If no currency is specified, the fees should be paid in Swedish Crowns (SEK). Sana reserves the right to change the Fee applicable on the coming Renewal Term, as set out in Clause 6.1, by giving at least fourteen (14) days' notice, unless otherwise agreed in the Service Agreement. Fees paid are not refundable. Subscriber's payment of fees are neither (x) contingent on the delivery of any future functionality or features nor (y) dependent on statements not set forth in the Agreement. If usage exceeds the Service Capacity stated in the Agreement, Sana will charge the relevant Fee, gross of any discounts, applicable on the relevant Service Capacity.

7.2   Payment Terms

If the Agreement specifies that payment will occur by a method other than a credit card, Subscriber will provide a purchase order number in the applicable amount (or reasonable alternative proof of Subscriber's ability to pay the fees specified in an Agreement), and promptly notify Sana of any changes necessary for the payment of an invoice. Sana will invoice Subscriber either monthly or according to the billing frequency stated in the Agreement. Invoices to be paid by credit card are due on the invoice date, all other invoices are due net thirty (30) days from the invoice date. If any invoiced amount is not received by Sana by the due date, then without limiting Sana's rights or remedies: (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, and (b) Sana may condition future subscription renewals and service orders on shorter payment terms.

If Subscriber is paying for Services by credit card, Subscriber will provide Sana's authorized payment processor with valid credit card information and promptly notify Sana's authorized payment processor of any changes necessary to charge the credit card. The provision of credit card information to Sana's authorized payment processor authorizes Sana, through its authorized payment processor, to charge the credit card for all Services specified in the Agreement and any Renewal Term.

7.3   Suspension of Service and Acceleration

If any amount owing by Subscriber is overdue, Sana may, without limiting any rights and remedies, provide a written notice of such failure and suspend provision of Services until the overdue amounts are paid in full.

7.4   Refund or Payment upon Termination

In no event will termination relieve Subscriber of its obligation to pay any fees payable for the period prior to the effective date of termination. If Subscriber terminates without cause prior to the end of the then-current term, Subscriber shall be immediately liable for the balance of the fees for the remainder of the term.

7.5   Taxes

Fees for Services do not include VAT or any other taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use, or withholding taxes assessable by any jurisdiction whatsoever (collectively, "**Taxes**"). Subscriber is responsible for paying all Taxes associated with the Agreement. If Sana is obligated by law to pay or collect Taxes for which Subscriber is responsible, Sana will invoice Subscriber and Subscriber will pay that amount unless Subscriber can provide a valid tax exemption certificate authorized by the appropriate taxing authority. Subscriber will provide Sana any information Sana reasonably requests to determine whether Sana is obligated to collect Taxes. Sana is solely responsible for taxes assessable against its income, property, and employees.

8   Confidentiality

8.1   Confidential Information

"Confidential Information" means all information disclosed by a party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or, given the nature of the

information and the circumstances of disclosure, should be understood to be confidential. Subscriber's Confidential Information includes the Input; Sana's Confidential Information includes the Services; and Confidential Information of each party includes but is not limited to the terms and conditions of the Agreement, including pricing, business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by each Party in connection with the Agreement.

Confidential Information does not include information that: (a) is at the time of disclosure, or later becomes, generally known to the public through no fault of Receiving Party; (b) was known to the Receiving Party with no obligation of confidentiality prior to disclosure by Disclosing Party, as proven by records of Receiving Party; (c) is rightfully disclosed to Receiving Party by a third party who did not directly or indirectly obtain the information subject to any confidentiality obligations, or (d) is at any time independently developed by Receiving Party without the use of Disclosing Party's Confidential Information as proven by records of Receiving Party.

8.2   Protection of Confidential Information

Except as provided in Section 8.3 (Compelled Disclosure) Receiving Party shall not use for other purpose than for its obligations or rights under the Agreement nor disclose or otherwise make available any Confidential Information of Disclosing Party to anyone except those of its employees, directors, attorneys, agents, sub-contractors, and consultants who: (a) need to know the Confidential Information in connection with the purpose of the Agreement and (b) who have previously agreed to be bound by confidentiality obligations no less stringent than those in the Agreement. Each Party shall (x) safeguard all Confidential Information of the other party with at least the same degree of care (but no less than reasonable care) as it uses to safeguard its own confidential information and (y) not use any Confidential Information of the other Party for any purpose outside the scope of the Agreement.

8.3   Compelled Disclosure

If Receiving Party is compelled by law to disclose Confidential Information of Disclosing Party, then to the extent legally permitted, Receiving Party shall provide Disclosing Party with prior notice of the compelled disclosure and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest the compelled disclosure. Any compelled disclosure shall be limited to the extent required and shall be subject to confidentiality protections to the extent practicable. If Receiving Party is compelled by law to disclose Disclosing Party's Confidential Information as part of a civil proceeding to which Disclosing Party is a party, and Disclosing Party is not contesting the disclosure, Disclosing Party will reimburse Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

9   Licenses and Proprietary Rights

9.1   Input

Subscriber grants Sana a worldwide, non-exclusive, and limited license during the term of the Agreement to store, copy, transmit, and display Input and to interoperate with any Non-Sana Services as necessary in order for Sana to provide the Services in accordance with the Agreement. Subject to this limited license, Sana acquires no right, title, or interest from Subscriber under the Agreement in or to Input.

9.2   Sana AI

Sana grants Subscriber a limited non-exclusive, non-transferable, non-sublicensable right during the term of the Agreement to use Sana's web-based knowledge assistant ("**Sana AI**") solely in connection with the subscribed Services in accordance with the Agreement. Sana shall retain all ownership rights, title, and interest to Sana AI, including but not limited to pre-existing know-how, ideas, techniques, concepts, trademarks, and patents.

9.3   Feedback

Subscriber grants to Sana worldwide, perpetual, irrevocable, royalty-free permission to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction, or other feedback provided by Subscriber.

9.4   Support-related Deliverables

Sana hereby grants Subscriber a worldwide, perpetual, non-exclusive, non-transferable, royalty-free license to use for its internal business purposes anything developed by Sana for Subscriber and delivered by Sana to Subscriber in connection with Implementation Services ("**Deliverables**"). Aside from Subscriber's intellectual property described in any applicable SOWs and subject to Subscriber's ownership of its proprietary information and Confidential Information disclosed to Sana under Section 8 (Confidentiality), Sana shall retain all ownership rights to the Deliverables. Deliverables that are custom code written by Sana to facilitate Subscriber's use of the Services that include any Subscriber Confidential Information shall remain subject to the confidentiality obligations under Section 8 (Confidentiality) and Subscriber shall retain all ownership rights to its Confidential Information.

10   Intellectual Property Rights

10.1   Intellectual Property Rights Ownership

The Services are the proprietary information of Sana. Subject to the limited rights expressly granted in the Agreement, Sana and Sana's licensors reserve all rights, title, and interest in and to the Services including all related intellectual property rights. No rights are granted to Subscriber except as expressly set forth in the Agreement. No rights are granted to Sana except as expressly set forth in the Agreement.

Subscriber may not copy, change or in any other way handle software belonging to the Services, and neither transfer nor make available the rights to such software or material to a third party unless agreed in writing with Sana.

10.2   The Parties' Responsibilities

Sana shall ensure that Subscriber's use of the Services does not infringe any intellectual property right. Sana undertakes to defend Subscriber against any claims or actions regarding infringement of a third party's intellectual property rights due to Subscriber's use of the Services.

The parties undertake to indemnify the other party in accordance with Section 15 (Indemnification).

10.3   Other Content

The Services may contain links to websites or resources of others ("**External Links**"). Sana does not endorse and is not responsible or liable for the accuracy, availability, content, products, services, or anything else as it pertains to External Links. Subscriber is solely responsible for the use of any such websites or resources.

11   Export Compliance

The Services may not be used in or for the benefit of, exported, or re-exported (a) into any EU or U.S. embargoed countries (collectively, the "Embargoed Countries") or (b) to anyone on any restricted party lists, e.g. the list of persons, groups, and entities subject to EU financial sanctions, the U.S. Treasury Department's list of Specially Designated Nationals. Subscriber represents and warrants that it is not located in any Embargoed Countries and not on any such restricted party lists. Subscriber must comply with all applicable EU and US export control laws, including any requirements or obligations to know your end users directly.

12   Anti-corruption

Subscriber has not received or been offered any bribe, kickback, illegal or improper payment, gift, or thing of value from any Sana personnel or agents in connection with the Agreement, other than reasonable gifts and entertainment provided in the ordinary course of business. If Subscriber becomes aware of any violation of the above restriction, Subscriber will promptly notify Sana's General Counsel at legal@sanalabs.com.

13   Limitations of Liability

In no event will a Party be liable for any lost profits, lost opportunities, or indirect, special, incidental, or consequential damages or any other indirect damage or loss.

In no event will Sana's aggregate liability (together with all Affiliates) arising out of or related to the Agreement (regardless of the number of individual incidents giving rise to liability) exceed the total amount actually paid by Subscriber hereunder for the Services giving rise to the liability in the twelve (12) months preceding the first incident out of which the liability arose.

The above limitations will not limit Subscriber's payment obligations under Section 7 (Fees and Payment), any Party's liability under Section 15 (Indemnification) and Section 8 (Confidentiality), or in the event of a Party's gross negligence.

Sana's aggregate liability for claims relating to, or based on, personal data processing is limited to SEK 10,000,000 for each twelve (12) month period, each starting on the Effective Date.

To be valid, any claims for damages shall be submitted no later than six (6) months from the time the circumstance giving rise to the claim occurred, however, never later than three (3) months from the expiration or termination of the Agreement.

For clarity, Sana's liability under the Agreement will remain unaffected regardless of whether additional Subscriber Affiliates use the Services. Where more than one Subscriber Affiliate has claims against Sana, such Subscriber Affiliates will have to share any damages or other compensation between them, within the applicable limitation of liability.

14 Warranties

14.1 Sana AI Warranty

In addition to its obligations under Section 3 (Sana's Obligations), Sana warrants that during the term of the Agreement: (a) Sana AI will perform materially in accordance with the Agreement, (b) the overall effectiveness of the Security Measures will not be decreased and (c) Sana will not materially decrease the overall functionality of Sana AI.

With regards to Third-Party Services, Sana reserves the right to deprecate any endpoints that facilitate communication and data transfer between Sana AI and Third-Party Services, and to request Subscriber to use the new endpoints within 6 months of the endpoint being deprecated.

Without limiting Sana's obligations pursuant to Section 3 (Sana's Obligations), Subscriber's exclusive remedies for a breach of a warranty in this Section 14.1 (Sana AI Warranty) shall be to exercise the express rights described in Sections 6.2 (Termination for Cause) and 7.5 (Refund or Payment upon Termination).

14.2 Implementation Services Warranty

Any Implementation Services specified in the Agreement will be performed in a professional manner, in accordance with generally accepted industry standards. Subscriber's exclusive remedies for breach of the warranty in this Section 14.2 shall be either (a) re-performance of the Implementation Services by Sana; (b) to exercise the express rights described in Sections 6.2 (Termination for Cause) and refund of Fees upon Termination subject to section 7.4.

14.3 Disclaimers

Except as expressly provided in this Section 14, neither Party makes any warranty or guarantee of any kind, whether express, implied, statutory, or otherwise, and each Party specifically disclaims all warranties, whether implied, express, or statutory, including any implied warranty of title, merchantability, fitness for a particular purpose, or non-infringement, to the maximum extent permitted by applicable laws or governmental regulations. Sana disclaims any warranty that the operation of the Services will be error-free or uninterrupted.

15 Indemnification

15.1 Indemnification by Sana

Sana will indemnify and defend Subscriber against any and all third party claims, demands, suits or proceedings (each a "**Claim Against Subscriber**") and all related judgments, liabilities, awards, damages, costs finally awarded by a court decision or arbitration, including reasonable attorneys' fees and expenses, arising out of or in connection with, or alleging the Services, use of, or access to the Services by Subscriber, in accordance with the Agreement, infringe or misappropriate any third party's intellectual property rights, provided Subscriber (a) promptly gives Sana written notice of the Claim Against Subscriber; (b) gives Sana sole control of the defense and settlement of the Claim Against Subscriber (except that Sana may not settle any Claim Against Subscriber unless it unconditionally releases Subscriber of all liability related to the Claim Against Subscriber); and (c) gives Sana all reasonable assistance in connection with the defense or settlement of such Claim Against Subscriber, at Sana's expense. If Sana receives information about an infringement or misappropriation claim related to the Services, Sana may in its discretion and at no cost to Subscriber (x) modify the Service so that it no longer infringes or misappropriates, without breaching Sana's obligations under Section 3 (Sana's Obligations); (y) obtain a license for Subscriber's continued use of that service in accordance with the Agreement; or (z) terminate Subscriber's subscription for the affected portion of the Service upon twenty (20) working days written notice and refund Subscriber any prepaid fees covering the remainder of the term for the terminated portion of the Services.

The above defense and indemnification obligations do not apply to the extent a Claim Against Subscriber arises from (i) Input, (ii) Subscriber's use of beta services, (iii) a Non-Sana Services, (iv) Subscriber's breach of the Agreement, (v) any modification or alteration to the services not made by Sana, (vi) any combination or use of the Services with products or services not expressly approved by Sana or (vii) Subscriber's continued use of the allegedly infringing portion of the services after receiving notice from Sana regarding the same.

15.2 Indemnification by Subscriber

Subscriber will indemnify and defend Sana against any and all third party claims, demands, suits or proceedings (each a "**Claim Against Sana**") and all related judgments, liabilities, awards, damages, costs, including reasonable attorneys' fees and expenses, arising out of or in connection with, (i) Input, or (ii) Subscriber's use of the Services in breach of the Agreement, provided Sana (a) promptly gives Subscriber written notice of the Claim Against Sana; (b) gives Subscriber sole control of the defense and settlement of the Claim Against Sana (except that Subscriber may not settle any Claim Against Sana unless it unconditionally releases Sana of all liability related to the Claim Against Sana); and (c) give Subscriber all reasonable assistance in connection with the defense or settlement of such Claim Against Sana, at Subscriber's expense.

The above defense and indemnification obligations do not apply to the extent a Claim Against Sana arises from Sana's delivery of the Services as described herein or Sana's breach of the Agreement. Except with respect to a dispute between Subscriber and Sana, Subscriber will reimburse Sana for all costs and reasonable attorneys' fees for responding to third party or governmental requests for information arising out of or in connection with Input or Subscriber's use of the Services.

15.3 Additional Indemnities

For purposes of this Section 15, (a) a Claim Against Sana shall include a claim against Sana, Sana's Affiliates, and Sana's or its Affiliates' officers, directors, and employees, and (b) a Claim Against Subscriber shall include a claim against Subscriber, Subscriber's Affiliates, and Subscriber's or its Affiliates' officers, directors, and employees.

15.4 Exclusive Remedy

This Section 15 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section 15.

16 Personal Data

When providing the Services to the Subscriber, Sana, in the capacity of data processor, will process personal data on behalf of the Subscriber in accordance with the Data Processing Agreement.

Sana will also process personal data for its own purposes, in the capacity of data controller, as described in Sana's Privacy Notice.

17 Assignment

Neither Party may assign any of its rights or obligations under the Agreement, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld) provided, however, either Party may assign the Agreement in its entirety, without the other party's consent (a) to its Affiliate or (b) in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the immediately preceding sentence, if a party is acquired by, sells all or substantially all assets to, or undergoes a change of control in favor of, a direct competitor of the other Party, then such other Party may, but is not required to, terminate the Agreement upon written notice.

18 Notices

18.1

Except as otherwise specified in the Agreement, all notices, permissions, and approvals shall be in writing and shall be deemed to have been given upon (a) personal delivery; (b) the second business day after mailing; or (c) the day of sending by email.

Notices of termination of the Agreement shall be addressed to finance@sanalabs.com and the Sana's account manager. All other notices under the Agreement shall be provided to the Parties' respective contact person as specified in the Agreement.

19 Marketing

Unless the Subscriber notifies Sana via email at legal@sanalabs.com, the Subscriber grants Sana the right to use Subscriber's company logos, company names, trademarks, and quotes as reference material for marketing and public relations material solely to identify Subscriber as a Sana customer.

Other than as expressly stated herein, neither party shall use the other party's marks, codes, drawings, or specifications without the prior written permission of the other party.

20 Force Majeure

Except for payment obligations under the Agreement, neither Party will be liable for failure to perform or inadequate performance under the Agreement to the extent caused by a condition that was beyond the Party's reasonable control and which substantially affects the Party's or its sub-suppliers' or sub-contractors' performance, including, for example, an act of god, natural disaster, epidemic or pandemic, act of war or terrorism, riot or civil arrest, labor conditions such as boycott, strike, lock-out, governmental action, disruption of telecommunications, failure or delay of internet services providers or internet disturbance, disruption of power or other essential services.

If the performance of the Services in substantial respects is prevented for a period exceeding two (2) months due to a circumstance stated herein, either Party shall have the right to terminate the Agreement in writing, without incurring any liability for compensation.

21 Entire Agreement

The Agreement supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. Sana and Subscriber each represent that it has validly entered into or accepted the Agreement and has the legal power to do so. Sana may modify these Terms from time to time.

Any term or condition stated in a Subscriber purchase order or other Subscriber order documents (excluding the Service Order Form in the Agreement) is void. No failure or delay by either Party in exercising any right under the Agreement will constitute a waiver of that right. If any provision of the Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of the Agreement will remain in effect. All reference in the Agreement to "including" means "including but not limited to."

22 Changes to these ToS

Any and all changes to these ToS will be posted at www.sanalabs.com/legal and the ToS will indicate the date they were last updated and their effective date. In the event of any material changes, Sana will notify Subscriber immediately that a revised ToS has been posted. The changes will become effective thirty (30) days after posting and Subscriber may terminate the Agreement without penalty upon notice to Sana within ten (10) working days of the effective date of the revised Terms. Subscriber is deemed to accept and agree

to be bound by any changes to the Agreement when Subscriber uses the Service after the effective date of those changes.