

These Terms of Service (these "**Terms**") constitute an appendix to the Service Agreement entered into between the Parties and shall govern the delivery of the Services under the Service Agreement. In the event of any conflicting information in the Agreement, the Service Agreement shall take precedence over these Terms. Capitalized terms utilized in these Terms and not defined herein shall have the meaning set forth in the broader Agreement.

As used herein, the term, "you" and "your" refers to the individual or entity that is using the Services, as defined as Subscriber in the Agreement, and "we" and "our" refers to Sana Labs AB doing business as Sana Labs.

By accessing or using the Services:

- you accept or agree to these Terms; and
- you represent and warrant that you have the right, authority, and capacity to enter into the Agreement on behalf of Subscriber.

1 General

If you register for a pilot account of Sana Labs' Services, the applicable provisions of these Terms will also govern that of the pilot.

2 Pilot

All pilot accounts are provided "as is" and "as available" without any warranty of any kind. Sana Labs 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 Subscriber data. Any configurations or Subscriber data 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 Labs' indemnity obligations under Section 15 (Indemnification) do not apply to pilot accounts.

3 Sana Labs' Obligations

3.1 Services

Sana Labs shall provide the Services agreed upon in the Agreement to the Subscriber in accordance with the terms and conditions as set forth in the Agreement.

3.2 Compliance with Laws

Sana Labs will comply with all laws and governmental regulations applicable to the Services.

3.3 Personnel and Performance

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

Sana Labs enters into the Agreement on behalf of itself and its Affiliates. An "Affiliate" of a Party is any entity (a) that the Party Controls; (b) that the Party is Controlled by; or (c) with which the Party is under common Control, where "Control" means direct or indirect control of fifty percent (50%) or more of an entity's voting interests (including by ownership).

3.4 Security Measures

Sana Labs will maintain administrative, physical, and technical safeguards for the security and integrity of the Services (the "**Security Measures**") consistent with industry-standard practices. Sana Labs will store, process, transmit and disclose electronic data and configurations submitted to the Services at the direction of or on behalf of Subscriber ("**Subscriber Data**") only according to the Agreement. The Services, independent of Subscriber Data, will not transmit code, files, scripts, agents, or programs intended to do harm, including, viruses, worms, time bombs, and Trojan horses ("**Malicious Code**").

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

4 Sana Labs' Data

Notwithstanding anything to the contrary herein and to the extent such activities do not infringe Subscriber's pre-existing intellectual property rights, Sana Labs 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 Data

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

5.2 Recordings

Subscriber is responsible for compliance with all recording laws. By using the Services, Subscriber is giving Sana Labs consent to store recordings for any or all Subscriber sessions that users join, if such recordings are stored in the Services. Users will receive a notification (visual or

otherwise) when recording is enabled. If users do not consent to being recorded, users can choose to leave the session.

5.3 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 that make use of the Services.

5.4 Non-Sana Labs Services

Subscriber may choose to use services not provided by Sana Labs ("**Non-Sana Labs Services**") with the Services and in doing so grants Sana Labs permission to interoperate with the Non-Sana Labs Services as directed by Subscriber or the Non-Sana Labs Services. Unless specified in the Agreement: (a) Sana Labs does not warrant or support Non-Sana Labs Services, (b) as between Sana Labs and Subscriber, Subscriber assumes all responsibility for the Non-Sana Labs Services and any disclosure, modification, or deletion of Subscriber Data by the Non-Sana Labs Services and (c) Sana Labs 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 Non-Sana Labs Services or any change in the ability of Sana Labs to interoperate with the Non-Sana Labs Services.

5.5 Responsibilities

In order for Sana Labs to be able to perform its obligations under the Agreement, Subscriber is responsible for the following:

- a) Subscriber is responsible for the communication between Subscriber and the point or points where Sana Labs 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.
- b) Subscriber is responsible for faults and defects in Subscriber's software and the subsequent non-availability of the Services.
- c) Subscriber shall ensure that (i) Subscriber's Data is free of viruses, trojans, worms or other harmful software or code; (ii) Subscriber's Data are in the agreed format; and (iii) that Subscriber's Data cannot, in any other way, damage or interfere with Sana Labs system or the Services.
- d) Subscriber shall ensure that log-in information, security methods, and other information provided by Sana Labs for access to the Services are handled confidentially in accordance with Section 8 (Confidentiality). Subscriber shall notify Sana Labs immediately in the event of unauthorized access to information in accordance with this clause.
- e) Subscriber shall, and shall ensure that all users also will, follow all applicable laws, guidelines, and recommendations for the Services.
- f) Shall not use the Services to store, transmit or display Subscriber Data for fraudulent purposes or in violation of applicable laws and governmental regulations;
- g) Shall not interfere with or disrupt the integrity or performance of the Services or any third-party technology contained therein.
- h) 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 Labs' intellectual property except as permitted under the Agreement.

- i) 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;
- j) Subject to Section 9.2 (Sana Platform), 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.
- k) Shall not access the Services to develop a competitive product or service.

5.6 Subscriber's use of the Services

- a) Subscriber shall specify the users that are authorized to use the Services by inviting them to the Service. 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 Labs for use of the Services.
- c) Subscriber's users shall accept the [Terms of Use](#) and to have confirmed that they have read the [Privacy Notice](#) and [Cookie Notice](#).

5.7 Service Notices

If Sana Labs becomes aware that Subscriber has violated Subscriber's obligations under this Section 5 (Subscriber's Obligations), Sana Labs will notify Subscriber by email (the "**Service Notice**") and request Subscriber to take reasonably appropriate action, including ceasing problematic usage or removing applicable Subscriber Data. If Subscriber fails to comply with a Service Notice within the time period set forth in the Service Notice, Sana Labs 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 or more occasions during any rolling twelve (12) month period, Sana Labs may terminate the Agreement immediately for cause. Sana Labs 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 Labs' sole discretion and Sana Labs 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

Unless another term is specified in the Agreement, the Agreement commences on the Effective Date set forth in the Agreement and shall thereafter be valid and in force for a period of twelve (12) months. Unless terminated by either Party with no less than ninety (90) days written notice before the expiry of the Service Term as defined in the Service Agreement, the Agreement shall continue in force for additional terms, equivalent to the length of the initial term, until terminated by either Party with no less than ninety (90) days written notice. Any termination of this Agreement shall be made in writing.

6.2 Termination for Cause

In addition to Sana Labs' right to terminate the entire Agreement under Section 5.6 (Service Notices), Subscriber or Sana Labs 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 Survival

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 5.5 (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

Subscriber shall pay all fees specified in Agreement and provide accurate and updated billing contact information. 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). If minimum commitments are specifically stated in the Agreement, such minimum commitments are (a) based on Services purchased and not actual usage; (b) non-cancelable; and (c) cannot be decreased during the specified term. Sana Labs reserves the right to change the Service Fee for any additional term, as defined in Clause 6.1, by giving a ninety (90) day notice, unless otherwise agreed in the Service Agreement. Fees paid for minimum commitments are not refundable unless Sana Labs breaches its obligations under this Agreement resulting in Subscriber's termination of the Agreement. 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 Labs will charge the overage on a quarterly basis based on the stated unit price in the Agreement. For clarity, the unit price will be the Service Fee, gross of any discounts, divided by the Service Capacity and divided by the Service Term.

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 Labs of any changes necessary for the payment of an invoice. Sana Labs 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 Labs by the due date, then without limiting Sana Labs' 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 Labs 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 Labs' authorized payment processor with valid credit card information and promptly notify Sana Labs' authorized

payment processor of any changes necessary to charge the credit card. The provision of credit card information to Sana Labs' authorized payment processor authorizes Sana Labs, through its authorized payment processor, to charge the credit card for all Services specified in the Agreement and any renewal subscription. Subscriber acknowledges that Sana Labs will not have access to Subscriber's credit card information.

7.3 Suspension of Service and Acceleration

If any amount owing by Subscriber is thirty (30) or more days overdue (or fifteen (15) or more days overdue in the case of invoices to be paid by credit card), Sana Labs may, without limiting any rights and remedies, accelerate Subscriber's unpaid fee obligations to become immediately due and payable and block the provision of Services to Subscriber until the overdue amounts are paid in full. Sana Labs will give Subscriber at least ten (10) days prior notice that its account is overdue, in accordance with Section 18 (Manner of Giving Notice), before blocking Services to Subscriber.

7.4 Payment Disputes

Sana Labs will not exercise any rights to block Services, accelerate payments, impose late charges or change payment terms under Section 7.2 (Payment Terms) and Section 7.3 (Suspension of Service and Acceleration) with respect to an overdue amount for so long as Subscriber is disputing the overdue amount in good faith. The Parties agree to cooperate diligently and in good faith to resolve the dispute.

7.5 Refund or Payment upon Termination

If Subscriber terminates the Agreement in accordance with Section 6.2 (Termination for Cause), Sana Labs will refund any prepaid fees covering the remainder of the term of the Agreement after the effective date of termination. If the Agreement is terminated by Sana Labs in accordance with Section 6.2 (Termination for Cause), Subscriber will pay any unpaid fees covering the remainder of the term of the Agreement. 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.

7.6 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 Labs is obligated by law to pay or collect Taxes for which Subscriber is responsible, Sana Labs 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 Labs any information Sana Labs reasonably requests to determine whether Sana Labs is obligated to collect Taxes. Sana Labs 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 Subscriber Data; Sana Labs’ 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 disclosed to Receiving Party by a third-party who did not directly or indirectly obtain the information subject to any confidentiality obligation, 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 disclose or otherwise make available any Confidential Information of Disclosing Party to anyone except those of its employees, directors, attorneys, agents, subcontractors, 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 Subscriber Data

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

9.2 Sana Platform

Sana Labs grants Subscriber a limited non-exclusive, non-transferable, non-sublicensable license to use Sana Labs' web-based personalized and collaborative learning platform ("**Sana Platform**") solely in connection with the subscribed Services in accordance with the Agreement. Sana Labs shall retain all ownership rights, title, and interest to the Sana Platform, including but not limited to pre-existing know-how, ideas, techniques, concepts, trademarks, and patents.

9.3 Feedback

Subscriber grants to Sana Labs 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 Labs hereby grants Subscriber a worldwide, perpetual, non-exclusive, non-transferable, royalty-free license to use for its internal business purposes anything developed by Sana Labs for Subscriber and delivered by Sana Labs 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 Labs under Section 8 (Confidentiality), Sana Labs shall retain all ownership rights to the Deliverables. Deliverables that are custom code written by Sana Labs 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 Labs. Subject to the limited rights expressly granted in the Agreement, Sana Labs and Sana Labs' 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 Labs 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 Labs.

10.2 The Parties' Responsibilities

Sana Labs shall ensure that Subscriber's use of the Services does not infringe any intellectual property right. Sana Labs undertakes to defend and indemnify 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 Labs does not endorse and are 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 be subject to export laws and regulations of the United States and other jurisdictions, and any use or transfer of the Services must be permitted under these laws and regulations. Each Party represents that it is not named on any U.S. government denied-party list. Subscriber shall not enable the use of the Services in violation of any U.S. export law or regulation.

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 Labs 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 Labs' 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 either Party's aggregate liability (together with all of its 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 Labs' aggregate liability for claims relating to, or based on, personal data processing is limited to SEK 10,000,000.

Any claims for damages shall be submitted no later than six (6) months from the time the damage occurred, however, never later than three (3) months from the expiration or termination of the Agreement.

14 Warranties

14.1 Sana Platform Warranty

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

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

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

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 Labs disclaims any warranty that the operation of the Services will be error-free or uninterrupted.

15 Indemnification

15.1 Indemnification by Sana Labs

Sana Labs 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, 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 Labs written notice of the Claim Against Subscriber; (b) gives Sana Labs sole control of the defense and settlement of the Claim Against Subscriber (except that Sana Labs 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 Labs all reasonable assistance in connection with the defense or settlement of such Claim Against Subscriber, at Sana Labs' expense. If Sana Labs receives information about an infringement or misappropriation claim related to the Services, Sana Labs 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 Labs' obligations under Section 3 (Sana Labs' 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) Subscriber Data, (ii) Subscriber's use of beta services, (iii) a Non-Sana Labs Services, (iv) Subscriber's breach of the Agreement, (v) any modification or alteration to the services not made by Sana Labs, (vi) any combination or use of the Services with products or services not expressly approved by Sana Labs or (vii) Subscriber's continued use of the allegedly infringing portion of the Services after receiving notice from Sana Labs regarding the same.

15.2 Indemnification by Subscriber

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

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

15.3 Additional Indemnities

For purposes of this Section 15, (a) a Claim Against Sana Labs shall include a claim against Sana Labs, Sana Labs' Affiliates, and Sana Labs' 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 Labs, in the capacity of data processor, will process personal data on behalf of the Subscriber in accordance with the Data Processing Agreement.

Sana Labs will also process personal data for its own purposes, in the capacity of data controller, in accordance with Sana Labs' 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 of its 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. In the event of such a termination by Sana Labs, Sana Labs will refund to Subscriber any prepaid but unused fees covering the remainder of the term of the Agreement after the effective date of such termination.

18 Manner of Giving Notice

18.1 Notices under the Agreement

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 Labs' account manager. All other notices under the Agreement shall be provided to the Parties' respective contact person as specified in the Agreement.

19 Governing Law and Jurisdiction

The Agreement shall be governed by and construed in accordance with the controlling laws of Sweden, excluding rules governing conflict of law and choice of law. The courts in Stockholm, Sweden shall have exclusive jurisdiction to adjudicate any dispute arising out of the Agreement.

20 Publicity

Subscriber consents to Sana Labs' use of Subscriber's logo, company name, quotes, and general description of Subscriber's relationship with Sana Labs on websites, in press releases, and in other marketing and sales materials.

Subscriber permits Sana Labs' to use Subscriber's logo, company name, and quotes as a reference account for marketing purposes and agrees, from time to time, to support Sana Labs by participating in reference phone call(s) and other marketing events including with press, analysts, and Sana Labs' existing or potential investors, or customers upon reasonable request by Sana Labs.

Sana Labs hereby grants to Subscriber the express right to use Sana Labs' logo and company name to identify Sana Labs as a provider of Services to Subscriber.

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

21 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 subcontractors' performance, including, for example, an act of God, natural disaster, epidemic or pandemic, act of war or terrorism, riot or civil unrest, 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.

22 Entire Agreement

The Agreement supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. In the event of any conflict or inconsistency among the following, the order of precedence shall be: (i) the Service Agreement, (ii) the DPA, (iii) and the Terms of Service. Sana Labs and Subscriber each represent that it has validly entered into or accepted the Agreement and has the legal power to do so. Sana Labs 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."

23 Changes to these Terms

Any and all changes to these Terms will be posted at www.sanalabs.com/legal and the Terms will indicate the date they were last updated and their effective date. The changes will become effective thirty (30) days after posting and Subscriber may terminate the Agreement without penalty upon written notice to Sana Labs at legal@sanalabs.com 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. Notwithstanding the foregoing, in the event that the Parties enter into, or have entered into a separate formal written subscription agreement, the terms of that agreement shall control over the terms of the Agreement unless the Parties expressly agree to supersede such agreement with this Agreement.