DATA PROCESSING ADDENDUM

This Data Processing Addendum ("**DPA**"), effective the date of the final signature, forms part of the Terms of Service found at https://www.aha.io/legal/terms_of_service (the "**Agreement**"). The DPA includes this document and Attachments 1-3, all attached hereto.

In the course of providing the Service to Customer pursuant to the Agreement, Aha! may Process Personal Data on behalf of Customer. The purpose of this DPA is to reflect the parties' agreement with regard to the Processing of Personal Data in accordance with the requirements of applicable Data Protection Laws and Regulations.

Customer enters into this DPA on behalf of itself and, to the extent required under applicable Data Protection Laws and Regulations, in the name and on behalf of its Affiliates. For the purposes of this DPA only, and except where indicated otherwise, the term "Customer" shall include Customer and Affiliates. Customer that is the contracting party to the Agreement shall remain responsible for coordinating all communication with Aha! under this DPA and be entitled to make and receive any communication in relation to this DPA on behalf of its Affiliates.

The terms of the Agreement are incorporated into this DPA. Any capitalized term not defined in this DPA will have the meaning ascribed to that term in the Agreement.

1.   DEFINITIONS

"**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"**Data Controller**" means the entity which determines the purposes and means of the Processing of Personal Data.

"**Data Processor**" means an entity which engages in the Processing of Personal Data on behalf of the Data Controller.

"**Data Protection Laws and Regulations**" means all local, state, national and/or foreign law, treaties, and/or regulations, including laws and regulations of the European Union, the European Economic Area and their member states, Switzerland, the United Kingdom and the United States, applicable to either: (i) Aha! in its role as service provider Processing data under the Agreement or (ii) Customer and its Affiliates, as the case may be. For the avoidance of doubt, each party is only responsible for the local, state, national and/or foreign law, treaties, and/or regulations applicable to it.

"**Data Subject**" means the individual to whom Personal Data relates.

"**GDPR**" means (i) the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation); and (ii) the GDPR as it forms part of United Kingdom law pursuant to Section 3 of the European Union (Withdrawal) Act 2018 ("UK GDPR") and the Data Protection Act 2018.

"**Personal Data**" means any information relating to an identified or identifiable person that has been provided by or for Customer to the Service or collected and Processed by or for Customer through the Service.

"**Process(ing)**" means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure, or destruction.

"**Standard Contractual Clauses**" means the EU Standard Contractual Clauses (EU SCCs) pursuant to the European Commission's decision of 4 June 2021, and its Module Two (Controller to Processor) and Module Three (Processor to Processor) incorporated herein by reference together with its Appendices, executed by and between Customer and Aha! and attached hereto as Attachment 3.

"**Sub-processor**" means any Data Processor engaged by Aha!

"**UK Addendum**" means the International Data Transfer Addendum to the EU Standard Contractual Clauses (vB1.0 or any subsequent version) issued by the UK Information Commissioner's Office under S119A(1) Data Protection Act 2018.

2.   PROCESSING OF PERSONAL DATA

2.1   Roles of the Parties. The parties acknowledge and agree that with regard to the Processing of Personal Data, Customer is the Data Controller, Aha! is a Data Processor and that Aha! will engage Sub-processors pursuant to the requirements set forth in Section 4 (Sub-Processors) below. Where Customer acts as a Data Processor of Personal Data, Aha! is a Sub-processor.

2.2   Customer's Processing of Personal Data. Customer shall, in its use of the Service, Process Personal Data in accordance with the requirements of Data Protection Laws and Regulations. For the avoidance of doubt, Customer's instructions for the Processing of Personal Data shall comply with Data Protection Laws and Regulations. Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data, and the means by which Customer acquired Personal Data. Customer shall ensure that the Customer is entitled to transfer the relevant Personal Data to Aha! so that Aha! and its Sub-processors may lawfully use, process, and transfer the Personal Data in accordance with this DPA and the Agreement on Customer's behalf. Aha! shall immediately inform Customer if, in its opinion, an instruction infringes Data Protection Laws and Regulations.

2.3   Aha!'s Processing of Personal Data. Aha! shall only Process Personal Data on behalf of and in accordance with Customer's instructions during the Subscription Term and in accordance with Section 7 (Return and Deletion of Personal Data). Aha! shall treat Personal Data as Confidential Information and ensure that persons Processing the Personal Data are subject to an obligation of confidentiality. Customer instructs Aha! to Process Personal Data for the following purposes: (i) Processing in accordance with the Agreement, which includes updating the Service and preventing or addressing service or technical issues; (ii) Processing initiated by Customer's Subscribers in their use of the Service; and (iii) Processing to comply with other reasonable instructions provided by Customer (e.g., via email or support tickets) where such instructions are consistent with the terms of the Agreement.

2.4   Details of the Processing. The subject-matter and duration of Processing of Personal Data by Aha! is as described in Section 2.3 (Aha!'s Processing of Personal Data). The nature and purpose of the Processing, the types of Personal Data, and categories of Data Subjects Processed under this DPA are further specified in Attachment 2 (Description of Processing Activities) to this DPA.

3.   RIGHTS OF DATA SUBJECTS

3.1   Correction, Blocking, and Deletion. To the extent Customer, in its use of the Service, does not have the ability to correct, amend, block, or delete Personal Data, as required by Data Protection Laws and Regulations, Aha! shall comply with any commercially reasonable request by Customer to facilitate such actions to the extent Aha! is legally permitted to do so. To the extent legally permitted, Customer shall be responsible for any costs arising from Aha!'s provision of such assistance.

3.2   Data Subject Requests. Aha! shall, to the extent legally permitted, promptly notify Customer if Aha! receives any requests from a Data Subject to exercise the following Data Subject rights: access, rectification, restriction of Processing, erasure ("right to be forgotten"), data portability, objection to the Processing, or to not be subject to an automated individual decision making (each, a "**Data Subject Request**"). Taking into account the nature of the Processing, Aha! shall assist Customer by appropriate technical and organizational measures, insofar as is reasonably possible, for the fulfillment of Customer's obligation to respond to a Data Subject Request under applicable Data Protection Laws and Regulations. Aha! may respond to Data Subject Requests with information and instructions for the data subject to fulfil their request using available functionality within the service. In addition, to the extent Customer, in its use of the Service, does not have the ability to address a Data Subject Request, Aha! shall, upon Customer's request, provide commercially reasonable efforts to assist Customer in responding to such Data Subject Request to the extent Aha! is legally permitted to do so and the response to such Data Subject Request is required under applicable Data Protection Laws and Regulations.

4.   SUB-PROCESSORS

4.1   Appointment of Sub-processors. Customer acknowledges and agrees that (a) Aha!'s Affiliates may be retained as Sub-processors and (b) Aha! and Aha!'s Affiliates respectively may engage third-party Sub-processors in connection with the provision of the Service.

4.2   Identification of Current Sub-processors and Notification of New Sub-processors. A current list of Sub-processors (including their country of location) for the Service is published at https://www.aha.io/legal/subprocessors. Customers can select the 'Follow' button at that location to subscribe to notifications of new sub-processors for the Service. If Customer subscribes, Aha! shall provide notification of a new Sub-processor(s) at least ten (10) business days in advance before authorizing such new Sub-processor(s) to process Personal Data in connection with the provision of the applicable Service.

4.3   Objection Right for New Sub-processors. Customer may reasonably object to Aha!'s use of a new Sub-processor (e.g., making Personal Data available to the specific Sub-processor may violate applicable Data Protection Laws and Regulations) by notifying Aha! promptly in writing within ten (10) days after receipt of Aha!'s notice in accordance with the mechanism set out in Section 4.2. Such notice from Customer shall explain the reasonable

grounds for the objection. Upon receipt of such notice, Aha! will use reasonable efforts to make available to Customer a change in the Service or recommend a commercially reasonable change to Customer's configuration or use of the Service to avoid processing of Personal Data by the objected-to new Sub-processor without unreasonably burdening Customer. If Aha! is unable to make available such change within a reasonable period of time, which shall not exceed sixty (60) days, Customer may terminate the Account with respect only to that Service which cannot be provided by Aha! without the use of the objected-to new Sub-processor by providing written notice to Aha! Upon such termination, Aha! will refund Customer any prepaid fees covering the remainder of the Subscription Term following the effective date of termination with respect to such terminated Service, without imposing a penalty for such termination on Customer.

4.4   Liability. Aha! shall be liable for the acts and omissions of its Sub-processors to the same extent Aha! would be liable if performing the services of each Sub-processor directly under the terms of this DPA and the Agreement.

5.   SECURITY

5.1   Controls for the Protection of Personal Data. Aha! shall maintain a comprehensive information security program that includes administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Personal Data that are appropriate to (a) the size, scope, and type of Aha!'s business; (b) the amount of resources available to Aha!; (c) the type of information that Aha! will store; and (d) the need for security and confidentiality of such information. Aha! shall regularly monitor compliance with these safeguards. Aha! will not materially decrease the overall security of the Service during a Subscription Term.

5.2   Third-Party Certifications. A current list of the third-party certifications obtained by Aha! is published at https://www.aha.io/legal/security. Aha! shall maintain its ISO27001 certification during the Subscription Term. Upon Customer's request, and subject to the confidentiality obligations set forth in the Agreement, Aha! shall make available to Customer (or Customer's independent, third-party auditor) information regarding Aha! compliance with the obligations set forth in this DPA in the form of the summary audit report(s) for its current third-party certifications.

6.   PERSONAL DATA INCIDENT MANAGEMENT AND NOTIFICATION

Aha! maintains an incident response plan and procedures as part of its third-party certifications. Aha! shall notify Customer without undue delay (no more than 48 hours) of any breach relating to Personal Data (within the meaning of applicable Data Protection Laws and Regulations) of which Aha! becomes aware. Such notification shall include a description of the nature of the breach (including, where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of Personal Data records concerned), likely consequences of the breach, mitigating or remedial measures taken in response to the breach, and a contact point for more information related to the breach. Aha! shall provide commercially reasonable cooperation and assistance in identifying the cause of such breach and take commercially reasonable steps to remediate the cause to the extent the remediation is within Aha!'s control. Except as required by applicable Data Protection Laws and Regulations, the obligations herein shall not apply to incidents that are caused by Customer or Other Services.

7.   RETURN AND DELETION OF PERSONAL DATA

Upon termination of the Service for which Aha! is Processing Personal Data, Aha! shall delete all Personal Data in Aha!'s possession and securely destroy such Personal Data unless applicable law prevents it from destroying all or part of Personal Data. Upon Customer's request prior to the aforementioned deletion and subject to the technical limitations of the Service, Aha! shall return all Personal Data in its possession.

8.   EUROPEAN-SPECIFIC TERMS

8.1   GDPR. Aha! will Process Personal Data in accordance with the GDPR requirements directly applicable to Aha!'s provisioning of the Service.

8.2   Data Protection Impact Assessment. Upon Customer's request, Aha! shall provide Customer with reasonable cooperation and assistance needed to fulfill Customer's obligation under the GDPR to carry out a data protection impact assessment related to Customer's use of the Service, to the extent Customer does not otherwise have access to the relevant information, and to the extent such information is available to Aha! Aha! shall provide reasonable assistance to Customer in the cooperation or prior consultation with the supervisory authority, to the extent required under the GDPR.

8.3   EEA Transfers. To the extent Customer transfers Personal Data from the European Economic Area (EEA) to Aha! by signing this DPA, Module Two of the EU SCCs shall apply where Aha! is acting as Customer's Processor and Module Three of the EU SCCs shall apply where Aha! is acting as Customer's Sub-processor. For both Module Two and Module Three, the parties agree to the following: (i) In Clause 7, the optional docking clause shall not apply; (ii) In Clause 9, Option 2 (General Authorization) shall apply, and the process and time period for prior notice

of Sub-processor changes shall be as set forth in Section 4 of this DPA; (iii) In Clause 11, the optional language shall not apply; (iv) In Clause 17, Option 1 shall apply and the EU SCCs will be governed by the law of Ireland; (v) In Clause 18(b), disputes shall be resolved before the courts of Ireland; and (vi) Annex I and Annex II of the EU SCCs are as set forth in the Appendix to Attachment 3 of this DPA.

8.4   UK Transfers. To the extent Customer transfers Personal Data from the United Kingdom to Aha! by signing this DPA, Customer and Aha! conclude the UK Addendum for the transfer of Personal Data to processors established in third countries, which is hereby incorporated by reference. References to the GDPR will be deemed to be references to the UK GDPR and the UK Data Protection Act 2018, references to "supervisory authorities" will be deemed to be references to the UK Information Commissioner; and references to "Member State(s) or the EU will be deemed to be references to the UK. With respect to information required in the UK Addendum: (i) In Table 1, the Appendix to Attachment 3 of this DPA shall serve to provide the required information; (ii) In Table 2, the parties select the Approved EU SCCs; (iii) In Table 3, the information shall be as set forth in the Appendix to Attachment 3; and (iv) In Table 4, both parties may end this DPA as set out in Section 19 of the UK Addendum.

8.5   Switzerland Transfers. With respect to data transfers from Switzerland governed by the Swiss Federal Act on Data Protection (FADP), references to the GDPR in Clause 4 of the EU SCCs are, to the extent legally required, amended to refer to the FADP or its successor, and the concept of supervisory authority shall include the Swiss Federal Data Protection and Information Commissioner. References to "Member State(s)" will be deemed to refer to Switzerland.

9.   CALIFORNIA-SPECIFIC TERMS

With reference to the California Consumer Privacy Act, Cal. Civ. Code §1798.100 et seq., and its implementing regulations ("**CCPA**"), the parties acknowledge and agree that Aha! is a "Service Provider" and may receive Personal Data of California consumers pursuant to the business purpose of providing the Service to Customer in accordance with the Agreement. Aha! shall not: (i) sell the Personal Data; (ii) retain, use, or disclose the Personal Data for any purpose other than for the specific purpose of performing the Service, including retaining, using, or disclosing the Personal Data for a commercial purpose other than providing the Service; and (iii) retain, use, or disclose the Personal Data outside of the direct business relationship between Customer and Aha! Aha! certifies that it understands the restrictions in this Section 9 and will comply with them in accordance with the requirements of the CCPA.

10.   LEGAL EFFECT

The terms of this DPA will end simultaneously and automatically with the termination of the Agreement, provided however any obligation imposed on Aha! under this DPA in relation to the Processing of Personal Data shall survive any termination or expiration of the Agreement. This DPA is part of and subject to the terms of the Agreement. Customer's remedies (including those of its Affiliates) with respect to any breach by Aha! of the terms of this Agreement will be subject to any aggregate limitation of liability that applies to the Customer under the Agreement. With regard to the subject matter of this DPA, in the event of inconsistencies between the provisions of this DPA and the Agreement, the provisions of this DPA shall prevail with regard to the parties' data protection obligations.

IN WITNESS WHEREOF, the parties' authorized signatories have duly executed this DPA and referenced attachments and appendices:

Customer: _____   **AHA! LABS INC.**
          (Full Legal Entity Name)

By:_____   By:_____

Name:_____   Name: _____

Title:_____   Title: _____

Date:_____   Date: _____

Address:_____   Address: 20 Gloria Circle
          _____   Menlo Park, CA 94025, USA

Email:_____   Email: support@aha.io

Phone:_____   Phone: +1-650-331-3170

ADDITIONAL TERMS TO THE STANDARD CONTRACTUAL CLAUSES

1.   Application of Standard Contractual Clauses. The Standard Contractual Clauses in Attachment 3 and the additional terms in this Attachment 1 will apply to: (a) the Customer that has executed the DPA; and (b) its Affiliates which are authorized to use the Service pursuant to the Agreement. For the purpose of the Standard Contractual Clauses and this Section 1, the aforementioned entities shall be deemed "**Data Exporter**" and Aha! shall be "**Data Importer**." The Standard Contractual Clauses only apply to Personal Data that is transferred from the European Economic Area (EEA) and Switzerland, to outside the EEA, either directly or via onward transfer, to any country or recipient not recognized by the European Commission as providing an adequate level of protection for Personal Data.

2.   Government and Law Enforcement Orders. Upon receipt of any legally binding order or request for disclosure of Personal Data by a competent government authority or law enforcement authority, Data Importer shall use reasonable efforts to redirect the relevant authority to Data Exporter pursuant to Clause 15 of the Standard Contractual Clauses. Data Exporter agrees that Data Importer can provide information to such relevant authority as reasonably necessary to redirect the order or request. In the event Data Importer is prohibited by applicable laws from notifying Data Exporter of the relevant authority's request or order, Data Importer shall use reasonable efforts to challenge such request or order.

3.   Processing Instructions. The DPA and the Agreement are Data Exporter's complete and final instructions to Data Importer for the Processing of Personal Data. Any additional or alternate instructions must be agreed upon separately. For the purposes of Clause 8.1 of the Standard Contractual Clauses, the following is deemed an instruction by Data Exporter to process Personal Data: (a) Processing in accordance with the Agreement; (b) Processing initiated by Subscribers in their use of the Service; and (c) Processing to comply with other reasonable instructions provided by Data Exporter (e.g., via email or support tickets) where such instructions are consistent with the terms of the Agreement.

4.   Appointment of new Sub-processors and List of current Sub-processors. Pursuant to Clause 9 of the Standard Contractual Clauses, Data Exporter acknowledges and expressly agrees that (a) Data Importer's Affiliates may be retained as Sub-processors; and (b) Data Importer and Data Importer's Affiliates respectively may engage third-party Sub-processors in connection with the provision of the Services in accordance with the process in Section 4 of the DPA. Data Importer shall make available to Data Exporter the current list of Sub-processors in accordance with Section 4.2 of the DPA.

5.   Notification of New Sub-processors and Objection Right for new Sub-processors. Pursuant to Clause 9 of the Standard Contractual Clauses, Data Exporter acknowledges and expressly agrees that Data Importer may engage new Sub-processors as described in Sections 4.2 and 4.3 of the DPA.

6.   Copies of Sub-Processor Agreements. The parties agree that the copies of the Sub-processor agreements that must be sent by Data Importer to Data Exporter pursuant to Clause 9 of the Standard Contractual Clauses may have all commercial information, or clauses unrelated to the Standard Contractual Clauses or their equivalent, removed by Data Importer beforehand, and that such copies will be provided by Data Importer only upon reasonable request by Data Exporter.

7.   Audits. The parties agree that the audits described in Clause 8.9 of the Standard Contractual Clauses shall be carried out in accordance with the following specifications: Upon Data Exporter's request, and subject to the confidentiality obligations set forth in the Agreement or otherwise agreed by the parties, Data Importer shall make available to Data Exporter (or Data Exporter's independent, third-party auditor that is not a competitor of Data Importer) information regarding Data Importer's compliance with the obligations set forth in the DPA. Data Exporter may contact Data Importer in accordance with the "Notice" provisions of the Agreement to request an audit of the procedures relevant to the protection of Personal Data, no more than once per calendar year during the term of the Agreement unless Data Exporter has reason to believe Data Importer is in breach of its compliance obligations set forth in the DPA. Data Exporter shall reimburse Data Importer for any time expended for any such on-site audit at Data Importer's then-current professional services rates, which shall be made available to Data Exporter upon request. Before the commencement of any such on-site audit, Data Exporter and Data Importer shall mutually agree upon the scope, timing, and duration of the audit in addition to the reimbursement rate for which Data Exporter shall be responsible. All reimbursement rates shall be reasonable, taking into account the resources expended by Data Importer. Data Exporter shall promptly notify Data Importer with information regarding any non-compliance discovered during the course of an audit.

8.   Certification of Deletion. The parties agree that the certification of deletion of Personal Data that is described in Clause 16(d) shall be provided by Data Importer to Data Exporter only upon Data Exporter's request.

9.   Conflict. In the event of any conflict or inconsistency between the DPA and the Standard Contractual Clauses in Attachment 3, the Standard Contractual Clauses shall prevail.

Attachment 2

DESCRIPTION OF PROCESSING ACTIVITIES

Data subjects
Customer may submit Personal Data to the Service, the extent of which is determined and controlled by Customer and which may include, but is not limited to, Personal Data relating to the following categories of data subject:

Natural persons who are End-Users of the Service.

Categories of data
The Personal Data transferred concern the following categories of data:

Subscriber or End-User names, contact information, and e-mail addresses, solely as required to access and use the Service.

Special categories of data (if appropriate)
The Personal Data transferred concern the following special categories of data:

None.

Processing operations
The Personal Data transferred will be processed in accordance with the Agreement and may be subject to the following processing activities:
● Processing necessary to provide, maintain, and update the Service provided to Customer;
● Providing customer and technical support to Customer; and
● Disclosures in accordance with the Agreement, as compelled by law.

Attachment 3

By signing the signature page of the DPA, the parties will be deemed to have signed this Attachment 3.

APPENDIX TO ATTACHMENT 3 STANDARD CONTRACTUAL CLAUSES

ANNEX I

A. LIST OF PARTIES

MODULE TWO: Transfer controller to processor
MODULE THREE: Transfer processor to processor

Data exporter(s): The data exporter is the legal entity, acting in the role of Data Controller or Data Processor, which has purchased Service from data importer pursuant to the Agreement and is identified as Customer on the signature page of this DPA.

Data importer(s): The data importer, acting in the role of Data Processor or Sub-processor, is identified as Aha! Labs Inc on the signature page of this DPA.

B. DESCRIPTION OF TRANSFER

MODULE TWO: Transfer controller to processor
MODULE THREE: Transfer processor to processor

Categories of data subjects whose personal data is transferred: Natural persons who are Subscribers or End-Users of the Service.

Categories of personal data transferred: The data exporter may submit Personal Data to the data importer's Services to the extent determined and controlled by the data exporter, which shall be limited to Subscriber or End-User names, contact information and e-mail addresses, solely as required to access, and use the Service of the data importer.

Sensitive data transferred (if appropriate): None.

The frequency of the transfer: Transfer of Personal Data may occur continuously throughout the duration of the Agreement.

Nature of the processing: The data importer will process Personal Data as necessary to provide the Service under the Agreement

Purpose of the data transfer and further processing: The objective of Processing of Personal Data by the data importer is the performance of the Service pursuant to the Agreement in place between the data exporter and the data importer.

The period for which the personal data will be retained: Personal Data will be retained for the duration of the Agreement in place between the data exporter and data importer and then until the expiry of the data backup retention period.

Purpose of the data transfer and further processing: Personal Data is transferred and processed in order to identify, authenticate and communicate with Subscribers and End-Users pursuant to the Agreement.

For transfers to sub-processors the subject matter, nature and duration of the processing: Transfers and Processing by Sub-processors are as described in this section B.

C. COMPETENT SUPERVISORY AUTHORITY

The Data Protection Authority of Ireland.

ANNEX II

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

MODULE TWO: Transfer controller to processor
MODULE THREE: Transfer processor to processor

Aha! maintains a comprehensive information security program that includes administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Personal Data that are appropriate to (a) the size, scope, and type of Aha!'s business; (b) the amount of resources available to Aha!; (c) the type of information that Aha! will store; and (d) the need for security and confidentiality of such information. Aha! regularly monitors compliance with these safeguards and maintains ISO27001 certification which includes independent third party audits. Refer to the *Aha! Labs ISO27001 Statement of Applicability v2.7* or later for a comprehensive list of implemented security controls.

Aha! encrypts all communication between customers and our data centers and across public networks using TLS with selected secure ciphers. Aha! encrypts all customer data at rest, including Personal Data, using strong encryption.

Aha! performs comprehensive risk assessments at least annually as part of our ISO27001 certified ISMS to evaluate threats to confidentiality, integrity, and availability of information assets including Personal Data. Aha! implements a resilient architecture with technical redundancies to help ensure resilience of the service including automatic failovers as well as formal disaster recovery planning, backups, and testing.

Aha! performs security and privacy awareness training and assessment for all personnel on-hire and periodically which includes attendance tracking and a comprehension assessment.

Aha! implements technical security testing as part of secure software development processes and performs independent third party security testing to evaluate the effectiveness of technical security measures.

Aha! maintains strong authentication and authorization controls for the application and data repositories and provides customer-configurable features for additional security controls such as multi-factor authentication and integration with a customer identity provider (SSO).

Aha! processing systems reside in data centers with strong physical security controls and certifications such as ISO27001 and SOC2 Type 2 attestation.

Aha! implements application and system log collection, automated analysis, intrusion detection systems, and alerts which are monitored by senior personnel and escalated as needed.

Aha! centrally manages system configurations in a secured repository with change tracking and change management which also includes hardening and least privilege configurations. Aha! validates configurations through security scanning and remediates deviations from approved configurations.

Aha! requests a minimal amount of non-sensitive Personal Data to use the service including name and a functional email address. The provided information may be a pseudonym and is not required to identify a natural person. Aha! users may access, review, correct or update their Personal Data through an authenticated profile and may request deletion of data either through automated means where supported, through a customer administrator, or through Aha! support requests.

Aha! does not use customer or production data in test, development, or non-production environments and implements strong separation of production and non-production environments. Aha! implements change management policies, processes, and controls to formally approve changes prior to production deployment.

Aha! sub-processors are managed as part of our supplier management program which includes annual security and contractual checks.

V3.5