



## DATA PROCESSING ADDENDUM

This Data Processing Addendum ("**Addendum**"), dated Apr 1, 2024. You accept this Addendum, and effective as of the Addendum Effective Date (as defined below), forms part of the [Terms of Service](#) ("**Terms**") between (i) Guider Labs INC ("**Trainn**") and (ii) You ("**Client**"), each being a "**Party**" and together the "**Parties**".

The Parties hereby agree that the terms and conditions set out below shall be added as an Addendum to the Terms and references in this Addendum to the Terms are to the Terms as amended by, and including, this Addendum.

### 1. Definitions

**1.1** In this Addendum, the following terms shall have the meanings set out below and cognate terms shall be construed accordingly:

- (a) "**Addendum Effective Date**" has the meaning given to it in section 2;
- (b) "**Affiliate**" means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with either Client or Guider Labs, Inc. (as the context allows), where control is defined as the 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 or otherwise;
- (c) "**Client Personal Data**" means any Personal Data Processed by Guider Labs, Inc. (i) on behalf of Client (including for the sake of clarity, any Client Affiliate), or (ii) otherwise Processed by Guider Labs, Inc., in each case pursuant to or in connection with instructions given by Client in writing, consistent with the Terms;
- (d) "**Controller to Processor SCCs**" means the Standard Contractual Clauses (processors) for the purposes of Article 26(2) of Directive 95/46/EC set out in Decision 2010/87/EC as the same are revised or updated from time to time by the European Commission;
- (e) "**Data Protection Laws**" means (i) Directive 95/46/EC and, from May 25, 2018, Regulation (EU) 2016/679 ("**GDPR**") together with applicable legislation implementing or supplementing the same or otherwise relating to the processing of Personal Data of natural persons, and (ii) to the extent not included in sub-clause (i), the Data Protection Act 1998 of the United Kingdom, as amended from time to time, and including any substantially similar legislation that replaces the DPA 1998;
- (f) "**Privacy Shield**" means the EU-US Privacy Shield Framework; and
- (g) "**Services**" means the services to be supplied by Guider Labs, Inc. to Client or Client Affiliates pursuant to the Terms.

### 1.2

The terms "**Controller**", "**Data Subject**", "**Personal Data**", "**Personal Data Breach**", "**Process**", "**Processor**" and "**Supervisory Authority**" have the same meanings as described in applicable Data Protection Laws and cognate terms shall be construed accordingly.



**1.3** Capitalized terms not otherwise defined in this Addendum shall have the meanings ascribed to them in the Terms.

## **2. Formation of this Addendum**

This Addendum is deemed agreed by the Parties, and comes into effect, on the “**Addendum Effective Date**”, being the later of (i) the date that this Addendum is accepted by Client; and (ii) October 14, 2022.

## **3. Roles of the Parties**

The Parties acknowledge and agree that with regard to the Processing of Client Personal Data, and as more fully described in **Annex 1** hereto, Client acts as a Controller or Processor, and Guider Labs, Inc. acts as a Processor or Other Processor (as defined in section 5.2.4 below).

The Parties expressly agree that Client shall be solely responsible for ensuring timely communications to Client’s Affiliates or the relevant Controller(s) who receive the Services, insofar as such communications may be required or useful in light of applicable Data Protection Laws to enable Client’s Affiliates or the relevant Controller(s) to comply with such Laws.

## **4. Description of Personal Data Processing**

In **Annex 1** to this Addendum, the Parties have mutually set out their understanding of the details of the Processing of the Client Personal Data to be Processed by Guider Labs, Inc. pursuant to this Addendum, as required by Article 28(3) of the GDPR. Either Party may make reasonable amendments to **Annex 1** by written notice to the other Party and as reasonably necessary to meet those requirements. **Annex 1** does not create any obligation or rights for any Party.

## **5. Data Processing Terms**

### **5.1**

Client shall comply with all applicable Data Protection Laws in connection with the performance of this Addendum. As between the Parties, Client shall be solely responsible for compliance with applicable Data Protection Laws regarding the collection of and transfer to Guider Labs, Inc. of Client Personal Data. Client agrees not to provide Guider Labs, Inc. with any data concerning a natural person’s health, religion or any special categories of data as defined in Article 9 of the GDPR.

### **5.2**

Guider Labs, Inc. shall comply with all applicable Data Protection Laws in the Processing of Client Personal Data and Guider Labs, Inc. shall:

#### **5.2.1**

process the Client Personal Data relating to the categories of Data Subjects for the purposes of the Terms and for the specific purposes in each case as set out in **Annex 1** to this Addendum and otherwise solely on the documented instructions of Client, for the purposes of providing the Services and as otherwise necessary to perform its obligations under the Terms including with regard to transfers of Client Personal Data to a third country outside the European Union or an international



organization (unless required by Union or Member State law to which Guider Labs, Inc. is subject, in which case Guider Labs, Inc. shall inform Client of that legal requirement before such Processing, unless that law prohibits such information on important grounds of public interest); Guider Labs, Inc. shall immediately inform Client if, in Guider Labs, Inc.'s opinion, an instruction infringes applicable Data Protection Laws;

#### 5.2.2

ensure that persons authorized to process the Client Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

#### 5.2.3

implement and maintain the technical and organizational measures set out in the Terms and, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, implement any further appropriate technical and organizational measures necessary to ensure a level of security appropriate to the risk of the Processing of Client Personal Data in accordance with Article 32 of the GDPR, and specifically:

- (a) pseudonymization and encryption of Client Personal Data;
- (b) ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services that process Client Personal Data;
- (c) restoring availability and access to Client Personal Data in a timely manner in the event of a physical or technical incident; and
- (d) regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing of the Client Personal Data.

Any amendment to such agreed measures that is necessitated by Client shall be dealt with via an agreed change control process between Guider Labs, Inc. and Client;

#### 5.2.4

Client (on behalf of the relevant Controller(s), as applicable), hereby expressly and specifically authorizes Guider Labs, Inc. to engage another Processor to Process the Client Personal Data ("**Other Processor**"), and specifically the Other Processors listed in **Annex 2** hereto, subject to Guider Labs, Inc.'s:

- (a)
  - notifying Client of any intended changes to its use of Other Processors listed in **Annex 2** by emailing notice of the intended change to Client;
  - (b) including data protection obligations in its contract with each Other Processor that are materially the same as those set out in this Addendum; and
  - (c) remaining liable to the Client for any failure by each Other Processor to fulfill its obligations in relation to the Processing of the Client Personal Data.

In relation to any notice received under section 5.2.4 a., the Client shall have a period of 30 (thirty) days from the date of the notice to inform Guider Labs, Inc. in writing of any reasonable objection to



the use of that Other Processor. The parties will then, for a period of no more than 30 (thirty) days from the date of the Client's objection, work together in good faith to attempt to find a commercially reasonable solution for the Client which avoids the use of the objected-to Other Processor. Where no such solution can be found, either Party may (notwithstanding anything to the contrary in the Terms) terminate the relevant Services immediately on written notice to the other Party, without damages, penalty or indemnification whatsoever;

#### **5.2.5**

to the extent legally permissible, promptly notify Client of any communication from a Data Subject regarding the Processing of Client Personal Data, or any other communication (including from a Supervisory Authority) relating to any obligation under the applicable Data Protection Laws in respect of the Client Personal Data and, taking into account the nature of the Processing, assist Client (or the relevant Controller) by appropriate technical and organizational measures, insofar as this is possible, for the fulfillment of Client's, Client's Affiliates' or the relevant Controller(s)' obligation to respond to requests for exercising the data subject's rights laid down in Chapter III GDPR; Client agrees to pay Guider Labs, Inc. for time and for out of pocket expenses incurred by Guider Labs, Inc. in connection with the performance of its obligations under this Section 5.2.5;

#### **5.2.6**

upon Guider Labs, Inc.'s becoming aware of a Personal Data Breach involving Client Personal Data, notify Client without undue delay, of any Personal Data Breach involving Client Personal Data, such notice to include all information reasonably required by Client (or the relevant Controller) to comply with its obligations under the applicable Data Protection Laws;

#### **5.2.7**

to the extent required by the applicable Data Protection Laws, provide reasonable assistance to Client, Client's Affiliates' or the relevant Controller(s)' with its obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of the Processing and information available to Guider Labs, Inc.; Client agrees to pay Guider Labs, Inc. for time and for out of pocket expenses incurred by Guider Labs, Inc. in connection with any assistance provided in connection with Articles 35 and 36 of the GDPR;

#### **5.2.8**

cease Processing the Client Personal Data upon the termination or expiry of the Terms, and at option of Client, Client's Affiliates or the relevant Controller(s) either return or delete (including by ensuring such data is in non-readable format) all copies of the Client Personal Data Processed by Guider Labs, Inc., unless (and solely to the extent and for such period as) Union or Member State law requires storage of the Personal Data. Notwithstanding the foregoing or anything to the contrary contained herein, Guider Labs, Inc. may retain Personal Data and shall have no obligation to return Personal Data to the extent required by applicable laws or regulations obligations. Any such Personal Data retained shall remain subject to the obligations of confidentiality set forth in the Terms; and

#### **5.2.9**

make available to Client all information necessary to demonstrate compliance with this Addendum and allow for and contribute to audits, including inspections, by Client, or an auditor mandated by Client. For the purposes of demonstrating compliance with this Addendum under this section 5.2.9,



the Parties agree that once per year during the term of the Terms, Guider Labs, Inc. will provide to Client, on reasonable notice, responses to cybersecurity and other assessments. Client agrees to pay Guider Labs, Inc. for time and for out of pocket expenses incurred by Guider Labs, Inc. in connection with assistance provided in connection with such audits, responses to cybersecurity and other assessments.

## **6. Transfers**

Guider Labs, Inc. has implemented PIMS – Privacy Information Management System as per ISO 27701:2019 requirements for categories of Personal Data including Client Personal Data. Guider Labs, Inc. shall notify Client in writing without undue delay if it can no longer comply with its obligations under the Privacy Shield, and, in such a case, Guider Labs, Inc. will have the option of (i) promptly taking reasonable steps to remediate any non-compliance with applicable obligations under this Addendum, or (ii) engaging in a good faith dialogue with Client to determine a new data transfer mechanism to carry out the purposes of the Terms. Guider Labs, Inc. acts as a Processor with respect to Personal Data received pursuant to a data transfer covered by the Privacy Shield, and principles 1 (notice), 2 (choice), and 5b (retention) and related supplemental principles shall only apply to Guider Labs, Inc. to the extent that the Client has reasonably determined, after consultation with Guider Labs, Inc., that Guider Labs, Inc. is the appropriate Party to implement the principle or related supplemental principle and Guider Labs, Inc. has agreed to implement measures to address those requirements. Anything additional implementation which is extremely specific and customized to clients requirements, only such cost will be borne by the client.

Guider Labs, Inc. shall inform Clients in a timely manner of the basis for PII transfers between jurisdictions and of any intended changes in this regard, so that Clients has the ability to object to such changes or to terminate the contract.

## **7. Precedence**

The provisions of this Addendum are supplemental to the provisions of the Terms. In the event of any inconsistency between the provisions of this Addendum and the provisions of the Terms, the provisions of this Addendum shall prevail.

## **8. Indemnity**

To the extent permissible by law, Client shall indemnify and hold harmless Guider Labs, Inc. against all (i) losses, (ii) third party claims, (iii) administrative fines and (iv) costs and expenses (including, without limitation, reasonable legal, investigatory and consultancy fees and expenses) reasonably incurred in relation to (i), (ii) or (iii), suffered by Guider Labs, Inc. and that arise from any breach by Client of this Addendum or of its obligations under applicable Data Protection Laws.

## **9. Severability**

The Parties agree that, if any section or sub-section of this Addendum is held by any court or competent authority to be unlawful or unenforceable, it shall not invalidate or render unenforceable any other section of this Addendum.

## **9. Others**

The organization ensures that the contract to process PII addresses the organization's role in providing assistance with the customer's obligations.




The Agreement considers following and follows:

- a. Privacy by Design and default
- b. Achieving Security of Processing
- c. Notification of breaches involving PII to a Supervisory authority
- d. Notification of breaches involving PII to Customers and PII Principals
- e. Conducting Privacy Impact Assessment
- f. Assurance of Assistance by the PII Processors if prior consultations with relevant PII Protection authorities are needed.
- g. Guider Labs, Inc. shall inform the customer if in its opinion a processing instruction infringes applicable legislation or regulation.
- h. The organization does not use PII processed under a contract for the purposes of Marketing and Advertising
- i. Coordinate with Clients for helping Audit the systems. The organization provides the customer with the appropriate information so that it can demonstrate compliance with their obligations
- j. Guider Labs, Inc. shall use only the sub processors mentioned in Annex 2 with Security and Privacy requirements fulfilled.
- k. The organization shall comply with all statutory and regulatory requirements, ISO 27001:2013, ISO 27701:2019 and EU GDPR requirements.
- l. The Data shall be deleted or de-identified after the processing is complete (This is after the retention period selected is complete).
- m. Guider Labs, Inc. shall inform 24 hours in advance to clients in case of any legally binding requests for disclosure of PII. In case if it is not legally binding then PII would not be disclosed and Guider Labs, Inc. should notify the client of such PII request rejection. A record of all legally binding PII disclosure requests shall be maintained.
- n. For Access, Correction and/or Erasure of PII of Data subjects can be done by contacting the Data Protection Officer (DPO) below. Also for raising concerns and/or any complaints related with PII that can be done by contacting the Data Protection Officer below:  

Name: Vivekanandhan Natarajan  
Email ID: vivek@trainn.co
- o. Guider Labs, Inc. shall inform the Client for Change of Processor and/or sub-processor atleast one week in advance and the client can object to processing. Any change in the sub-processor shall be made with the written approval from the client and providing opportunity to the client to object to such change in sub-processor
- p. There are no Temporary files getting generated during processing.
- q. Guider Labs, Inc. shall maintain the necessary records in support of demonstrating compliance with its obligations (as specified in the applicable contract) for the processing of PII carried out on behalf of the client.



Guider Labs Inc	Customer:
	By:
Print Name: Vivekanandhan	Print Name:
Title: Data Protection Officer	Title:
Date: Apr 1, 2024	Date:



## **Annex 1: Description of Processing of Client Personal Data**

This Annex includes certain details of the Processing of Client Personal Data as required by Article 28(3) GDPR and, as applicable, Controller to Processor SCC.

### **Subject matter and duration of the Processing of the Personal Data**

SaaS Solution for educating users on the products and services

The duration of processing shall be till the contract is active with the client.

### **The nature and purpose of the Processing of the Personal Data**

The Processing of PII data is for imparting ISMS Awareness training.

### **The categories of Data Subject to whom the Client Personal Data relates**

- Name and email IDs

### **The types of Client Personal Data to be Processed**

Name and Email ID of the client's team

Name and Email ID of the client's clientele(users)

### **Special categories of data**

None

### **The obligations and rights of Client**

The obligations and rights of Client are set out in the Terms and this Addendum.

### **Data exporter (as applicable)**

The data exporter is: Client of Guider Labs, Inc. that uses the Services

### **Data importer (as applicable)**

The data importer is: Guider Labs, Inc., a company that provides services to the client, which requires receiving the Client's query data

### **Processing operations (as applicable)**

The personal data transferred will be subject to the following basic processing activities: The provision of Guider Labs, Inc. Services to Client. In order to provide people data, Guider Labs, Inc. receives identifying Personal Data to permit Guider Labs, Inc. to query, cleanse, standardize, enrich, (when required) send to additional data to feed providers, and to store the query information.





## Annex 2: Authorized Other Processors

<b>Name of Other Processor</b>	<b>Description of Processing</b>	<b>Location of Other Processor</b>
Guider Labs India Private Limited	Affiliate of Guider labs Inc for providing support and maintenance	INDIA
Amazon Web Service	Running the Production environment including the Application and Databases Email services	USA
Hubspot	CRM, Marketing and sales automation	USA
Chargebee	Subscription Management and Invoicing	USA
Stripe	Payment Gateway	USA
OpenAI, L.L.C.	For transcribing audio to text present in the videos	USA
Google Cloud India Private Limited	For text to speech capabilities	India
Microsoft Corporation (India) Pvt. Ltd.	For text to speech capabilities	India
Tidio L.L.C	Chat Support for our customers	USA
Eleven Labs Inc	For text to speech capabilities	USA
Mailchimp	Marketing Automation Platform	USA