SUBSCRIBER TERMS

These Subscriber Terms ("**Agreement**") are between Asana, Inc. ("**Asana**") and the party identified as the customer in the signature block hereunder ("**Customer**"), and are effective as of the last date of signature below or in the Order Form as applicable (the "**Effective Date**").

In the event of a conflict among the documents making up this Agreement, the main body of this Agreement (Sections 1 through 11, inclusive) will prevail, except that any Order Forms, Product-Specific Terms, Data Processing Addendum, or any other exhibit, attachment, or addendum will control over the Agreement for its specific subject matter.

1.   Definitions.

1.1.   "**Affiliate**" means any entity that Controls, is Controlled by, or is under common Control with the Asana or the Customer entity agreeing to these terms, where "**Control**" means ownership of more than 50% of the voting interests of the subject entity or having the power to direct or cause the direction of the management and policies of an entity, whether through ownership, by contract, or otherwise.

1.2.   "**Customer Data**" means all information that Customer or its End Users submit to the Service.

1.3.   "**Documentation**" means the then current list of Asana features, as updated from time to time, accessible at https://go.asana.com/all-features.

1.4.   "**End User**" means any individual who is authorized by Customer to use the Service under Customer's account, including Customer's or its Affiliates' employees, consultants, contractors, or agents.

1.5.   "**Order Form**" means an ordering document or an online order, including a trial, entered into between Customer and Asana (or Affiliates of either party) specifying the Service or Professional Services to be provided pursuant to this Agreement. Each Order Form is a stand-alone agreement, separate from any other Order Form, incorporating the terms and conditions of this Agreement by reference.

1.6.   "**Product-Specific Terms**" means terms available at https://asana.com/terms/asana-product-specific-terms, that apply to the extent Customer enables applicable products or features made available by Asana and form part of the Agreement.

1.7.   "**Professional Services**" means the customer success services provided by Asana or its subcontractor as specified in the applicable Order Form.

1.8.   "**Service**" means Asana's collaboration work management software as a service platform to be provided pursuant to the applicable Order Form.

1.9.   "**Subscription**" means the access to and use of the Service on a per End User basis.

1.10.   "**Subscription Term**" means the initial period of time for the Subscription identified in the applicable Order Form (from applicable Start Date to End Date), and, thereafter, each renewal term, as applicable.

2.   The Service.

2.1.   **Provision of the Service and Availability.** Asana will make the Service available to Customer during the applicable, then-current Subscription Term pursuant to this Agreement. Asana may update the content, functionality, and user interface of the Service from time to time provided such update will not materially decrease the functionality of the Service during the applicable, then-current Subscription Term. Customer agrees that its use of the Service under this Agreement is not contingent on the delivery of future features or functionality.

2.2.   **Access Rights.** Asana grants Customer a non-exclusive, non-sublicensable, non-transferable (except as specifically permitted in Section 11.8) right to access and use (and to grant access and use of the Service to its End Users) the Service during the applicable Subscription Term, solely for Customer's internal business purposes, and subject to an applicable Order Form.

2.3.   **Affiliates**. In addition to any access rights a Customer Affiliate may have as an End User of Customer, a Customer Affiliate may separately acquire Subscriptions and/or Professional Services pursuant to this Agreement by entering into an Order Form, and in each such case, all references in this Agreement to the Customer will be deemed to refer to the applicable Affiliate for purposes of that Order Form.

2.4.   **Acceptable Use Terms.** Customer will not (a) make the Service available to anyone other than Customer and its End Users or use the Service for the benefit of anyone other than Customer or its Affiliates; (b) rent, sublicense, re-sell, assign, distribute, time share or similarly exploit the Service (including allowing its employees or employees of its Affiliates to access the Service as guests instead of acquiring End User Subscriptions for such employees); (c) reverse engineer, copy, modify, adapt, or hack the Service; (d) access the Service, the Documentation, or Asana's Confidential Information to develop a product or service in competition with the Service; (e) allow End User Subscriptions to be shared or used by more than one individual End User (except that End User Subscriptions may be reassigned to new End Users replacing individuals who no longer use the Service for any purpose); (f) use the Service to violate any applicable law, any third party's intellectual property rights, or anyone's right of privacy or publicity; (g) or use the Service to create, use, send, store, or run viruses, bots, worms, or similar harmful material. Asana may request that Customer suspend the account of any End User who: (i) violates this Agreement; or (ii) is using the Service in a manner that Asana reasonably believes may cause a security risk or a disruption to others' use of the Service. If Customer fails to promptly suspend or terminate such an End User's account, Asana reserves the right to do so.

2.5.   **Security; Protection of Customer Data.** Asana will implement and maintain reasonable administrative, organizational, and technical safeguards designed for the protection, confidentiality, and integrity of Customer Data at least as rigorous as the measures described in the Data Security Standards available at https://asana.com/security-standards. Asana reserves the right to modify the Data Security Standards from time to time provided such modification will not materially and adversely diminish the overall security of the Service during the applicable, then-current Subscription Term. In addition, either the Asana Data Processing Addendum, attached hereto as Exhibit A, or a separately executed Data Processing Addendum (either of the aforementioned, as applicable "DPA"), will apply to any Customer Personal Data (as such term is defined in the DPA) included in Customer Data.

2.6.   **Administration of Customer's Account.** Customer acknowledges that it retains administrative control over to whom it grants access to Customer Data hosted in the Service. Customer may specify one or more End Users as administrators (each an "**Administrator**") to manage its account, and Asana is entitled to rely on communications from such Administrators and other Customer employees when servicing Customer's account. Customer is responsible for use of the Service by its End Users and for their compliance with this Agreement. Customer is solely responsible for the accuracy, quality, and legality of Customer Data. Customer will promptly notify Asana if it becomes aware of any unauthorized use or access to Customer's account or the Service.

2.7.   **Customer's Use of Third Party Services.** Customer may install or enable third party services for use with the Service, such as online applications, offline software products, or services that utilize the Asana application programming interface ("**API**") or otherwise connect with the Service ("**Third Party Services**"). Any use by Customer or its End Users of such Third Party Services is solely the responsibility of Customer and the applicable third party provider. To the extent Customer authorizes the access or transmission of Customer Data through a Third Party Service, such Third Party Service terms will govern. In no event will Asana be responsible for, any use, disclosure, modification or deletion of such Customer Data or for any act or omission on the part of such third party provider or its services.

2.8.   **Channel Partners.** If Customer purchases the Subscription through an authorized channel partner ("Channel Partner") of Asana, then this Agreement will apply to the Subscription ordered by Customer, except (a) all references to the Order Form shall refer to the ordering document entered into between Customer and Channel Partner (or Affiliates of either party) specifying the Service or Professional Services to be provided pursuant to this Agreement, (b) Sections 4.1-4.4 (Payment) shall not apply, (c) Asana and Channel Partner reserves the right to calculate the total number of End Users on a periodic basis, and, if such number exceeds Customer's current plan size as specified in an Order Form, Asana and Channel Partner reserves the right to invoice Customer for the increments of End Users that corresponds to the number of End Users on a pro rata basis for the remaining months in Customer's then-current Order Form, and (d) Customer is required to submit any warranty, refund or applicable service credit claims to the Channel Partner, who will be solely responsible for issuing any refunds or service credits. Customer agrees that Asana may provide Channel Partners certain Customer's account information such as contact and usage details for Channel Partner to assist in providing Asana's services and identify opportunities for Customer to optimize its use of the

Service, including the provision of additional training, and to identify to Customer complementary uses of Asana with other products and services.

3.   Representations and Warranties.

3.1.   **Mutual Warranties.** Each party represents and warrants that it will comply with all laws, rules, and regulations applicable to the exercise of its rights and performance of its obligations under this Agreement.

3.2.   **By Asana.**

3.2.1.   **Service Warranties.** Asana warrants that during the then-current Subscription Term, the Service will materially conform with the Documentation. If any material non-conformity to the Documentation persists without relief more than thirty (30) days after Customer's written notice of the non-conformity, then Customer may terminate the applicable Order Form and, as Customer's exclusive remedy, receive a refund of any prepaid, unused fees applicable to the remaining portion of the then-current Subscription Term measured from the effective date of termination.

3.2.2.   **Professional Services Warranty.** Asana warrants that the Professional Services will be performed in a professional and workmanlike manner using resources with the requisite skills, experience, and knowledge. In the event that Customer believes Asana has breached this warranty, Customer must provide written notice to Asana within thirty (30) days of Asana's performance of any nonconforming Professional Services, and as Customer's exclusive remedy, Asana will, at its option (a) re-perform the applicable Professional Services that fail to meet this warranty, or (b) refund to Customer the fees paid for the non-conforming Professional Services.

3.2.3.   **Malicious Code**. Asana warrants that it has implemented appropriate technical measures and updates the Service periodically to prevent the introduction of software viruses, worms, logic bombs, Trojan horses or other code, files, or scripts intended to do harm to the Service.

3.3.   **By Customer.** Customer represents and warrants that it is entitled to transfer the Customer Data to Asana so that Asana and its authorized third party service providers may lawfully use, process, and transfer the Customer Data in accordance with this Agreement on Customer's behalf.

3.4.   **Disclaimer. The warranties set forth in this Section 3 are the exclusive warranties from Asana and, to the fullest extent permitted by applicable law, Asana does not make any additional warranties of any kind, whether express, implied, statutory, or otherwise, including warranties of merchantability, fitness for a particular use, noninfringement, or error-free or uninterrupted use of the Service or Professional Services. Asana warranties will not apply in the event of misuse or modification of the Service by Customer and End Users, or failure to comply with instructions provided by Asana. Asana makes beta, trial, proof of concept, and "sandbox" versions of the Service available as-is without warranties of any kind.**

4.   Payment.

4.1.   **Payment.** Customer will pay all undisputed amounts due under the applicable Order Form within thirty (30) days of invoice date, which shall be the same date the invoice email is received by Customer. If Customer disputes any part of an invoice in good faith, Customer will pay the undisputed part and provide Asana with notice and detail of the dispute no later than the invoice due date. Amounts due are payable in the currency set forth in the applicable invoice unless otherwise provided in this Agreement. Customer is responsible for providing complete and accurate billing information to Asana or its authorized reseller as applicable, including the purchase order number at the time of purchase if Customer requires one. Unpaid amounts may be subject to interest at the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. For transactions where Customer is permitted to make payment via credit card, Customer agrees that, if eligible, Asana may update Customer's payment information through the use of account refresher services provided by third party payment processors.

4.2.   **End User Subscriptions.** Unless otherwise specified in an Order Form, Subscription fees are based on annual periods (or pro rata portions of annual periods). Subscriptions to the Service are sold in set increments based on the number of End Users. Customer may add End Users to their Subscription at any time on written notice to Asana (email notice

acceptable). Asana reserves the right to calculate the total number of End Users on a periodic basis, and, if such number exceeds Customer's current plan size, Asana may invoice Customer for the additional increments of End Users that corresponds to the number of End Users on a pro rata basis for the remaining months in Customer's then-current Subscription Term on an annual basis so that all End User Subscription Terms are coterminous. If Customer wishes to (i) reduce the number of paid-for End Users under the applicable Subscription or (ii) downgrade to a lower Subscription plan, Customer must provide Asana with written notice (in-app notification or email acceptable) at least thirty (30) days prior to the end of the then-current Term; and Asana will reflect such reduction and/or downgrade within Customer's billable account on the Renewal Date (as defined below), if applicable.

4.3. **Taxes.** Any fees charged to Customer are exclusive of taxes. Except for those taxes based on Asana's net income, Customer will be responsible for all applicable taxes in connection with this Agreement including, but not limited to, sales, use, excise, value-added, goods and services, consumption, and other similar taxes or duties. Asana shall state separately any taxes it collects on all invoices issued to Customer. Asana's failure to charge appropriate tax due to incomplete or incorrect information provided by Customer will not relieve Customer of its obligations under this Section 4.3 (Taxes). Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k). If Customer is exempt from certain taxes, Customer will provide proof of such exemption to Asana without undue delay upon execution of the applicable Order Form.

4.4. **Renewal.** Unless otherwise stated in the applicable Order Form, Customer agrees that its Subscription may be renewed at the end of the then-current Subscription Term (the "Renewal Date") for a renewal period equal to the prior Subscription Term, at Asana's then current GSA Schedule rates. If Customer chooses to cancel its Subscription during the then-current Subscription Term, Customer may use the Service until the end of Customer's then-current Subscription Term, but without any right to a refund or credit for such remaining period of the Subscription Term.

5.   Term and Termination.

5.1. **Term.** This Agreement commences on the Effective Date and will remain in effect until expiration or termination in accordance with its terms. Any Order Form executed hereunder remains governed by this Agreement for its then-current Subscription Term or Professional Services term, irrespective of any earlier termination or expiration of this Agreement. Termination or expiration of this Agreement does not automatically terminate any applicable Order Form.

5.2. **Termination.** When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Asana shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer. For customers that are not an instrumentality of the U.S., Asana may terminate this Agreement and/or any Order Form (a) upon thirty (30) days written notice if the other party is in material breach of this Agreement and fails to cure such breach within the notice period, (b) with immediate effect upon receipt of notice in the event of a breach of Section 2.4 (Acceptable Terms), or (c) with immediate effect if the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within sixty (60) days.

5.3. **Effect of Termination.** Upon expiration or termination of this Agreement and/or the applicable Order Form for any reason, all Subscriptions and any other rights granted to Customer under such terminated Order Form will immediately terminate, and Customer will immediately cease to use the Service. Upon termination of an applicable Order Form other than a termination by Asana under Section 5.2, Asana will refund to Customer a prorated amount of prepaid, unused fees applicable to the remaining portion of the then-current Subscription Term measured from the effective date of termination. In no event will any termination relieve Customer of the obligation to pay any fees accrued or payable to Asana for the Service or Professional Services in the period prior to the effective date of termination. Any terms that by their nature extend beyond the Agreement termination remain in effect until fulfilled and apply to successors and assignees.

5.4. **Treatment of Customer Data Following Expiration or Termination.** Customer agrees that following expiration or termination of all Subscriptions under the Agreement, Asana may immediately deactivate Customer's account(s) associated with such Agreement. Asana will make Customer Data available to Customer for export as long as Asana receives written notice within thirty (30) days after the effective date of expiration or termination from Customer.

After such thirty (30) day period, Asana will have no obligation to retain Customer Data and will thereafter, unless legally prohibited, be entitled to delete all Customer Data in its systems or otherwise in its possession or under its control. Subject to any limitations in Customer's Service configuration, upon Customer's request at datadeletions@asana.com, Asana will, within one-hundred and eighty (180) days of receipt of such request, securely destroy all Customer Data from its systems; provided that all back-ups will be deleted within thirty (30) days after such one-hundred and eighty (180) day period.

6. Confidentiality.

6.1. **Definition of Confidential Information.** During the course of performance under this Agreement, each party may make available to the other party information that is identified as, or should reasonably be understood by the receiving party to be, proprietary or confidential (the "**Confidential Information**"). Confidential Information specifically includes this Agreement, the Service, Customer Data, business plans, product plans and roadmaps, strategies, forecasts, projects and analyses, financial information and fee structures, business processes, methods and models, and technical documentation. Confidential Information does not include information that is: (a) publicly available when received, or subsequently becomes publicly available through no fault of the receiving party; (b) obtained by receiving party from a source other than the disclosing party without obligation of confidentiality; (c) developed independently by the receiving party; or (d) already in the possession of the receiving party without obligation of confidentiality.

6.2. **Protection of Confidential Information.** The receiving party will use the same care and discretion to avoid disclosure, publication, or dissemination of the disclosing party's Confidential Information as it uses with its own similar information that it does not wish to disclose, publish, or disseminate, but in no event less than a reasonable degree of care. The receiving party may disclose Confidential Information to its employees, Affiliates, consultants, subcontractors, or advisors who have a need to know such Confidential Information for the purpose of performing under this Agreement and only to those who are obligated to maintain the confidentiality of such Confidential Information upon terms at least as protective as those contained in this Agreement. If the parties entered into a non-disclosure agreement prior to executing this Agreement, the terms of this Section 6 (Confidentiality) will control in the event of any conflict or inconsistency.

6.3. **Equitable Relief.** In the event of a breach of this Section 6 (Confidentiality), the disclosing party may seek appropriate equitable relief expressly authorized by Federal statute in addition to any other remedy.

6.4. **Compelled Disclosure.** The receiving party may disclose Confidential Information to the extent required by law or court order. However, subject to applicable law, the receiving party will give the disclosing party prompt notice to allow the disclosing party a reasonable opportunity to obtain a protective order. Asana recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.

7. Intellectual Property Rights.

7.1. **Asana Ownership.** As between the parties, Asana and its licensors exclusively own all right, title, and interest in and to all intellectual property rights in the Service. Customer's use of the Service will not affect Asana's ownership or license rights in the Service. Except for the rights expressly granted in Section 2.2, Asana reserves all rights in the Service and does not grant Customer or its End Users any intellectual property rights to the Service, including any enhancements, modifications or derivatives thereof.

7.2. **Customer Ownership.** As between the parties, Customer and its licensors will retain all right, title, and interest in and to all intellectual property rights in Customer Data. Customer grants to Asana and its authorized third party Subprocessors a royalty-free, fully paid, non-exclusive, non-transferrable (except under Section 11.8), worldwide, right to use, host, store, backup, transmit, and display Customer Data solely to (a) provide and support the Service and (b) improve the Service as long as neither Customer nor its End Users are publicly identified and such data is used in a statistical or aggregated form.

7.3. **Feedback.** If Customer submits any feedback to Asana regarding the Service or Professional Services, Asana may use such feedback for any purpose without any compensation or obligation to Customer provided such use does not violate

Section 6 (Confidentiality). Asana acknowledges that the ability to use this Agreement and any Feedback provided as a result of this Agreement in advertising is limited by GSAR 552.203-71.

8. Indemnification.

8.1. **Asana Indemnity.** Asana will (a) have the right to intervene to defend Customer and its Affiliates and their respective officers, directors, and employees against any third party claims, actions, demands or suits to the extent arising out of or alleging the Service as used by the Customer in accordance with this Agreement infringes, misappropriates or violates such third party's intellectual property rights ("IP Claim") and (b) with relation to the IP Claim, pay amounts finally awarded by a court against Customer or included in a settlement approved by Asana. To obtain such defense and payment by Asana, Customer must promptly (i) notify Asana in writing of the claim, (ii) supply information requested by Asana, and (iii) allow Asana to control, and reasonably cooperate in, the defense and settlement, including mitigation efforts. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

8.2. In connection with any IP Claim, Asana may: (a) contest the IP Claim; (b) obtain claimant's permission for Customer's continued use of the applicable Service; (c) replace Customer's access to or use of the applicable Service with substantially similar functionality that avoids the IP Claim; or (d) if Asana determines the foregoing clauses (a), (b), and (c) are commercially impracticable, terminate Customer's access to and use of the affected Service on sixty (60)-days' prior notice and refund any prepaid subscription fees covering that part of the then-current Subscription Term for such Service measured from the effective date of termination.

8.3. Asana has no responsibility for claims based on non-Asana products and services, items not provided by Asana, or any violation of law or third party rights caused by Customer Data or other Customer materials.

8.4. **Reserved.**

8.5. This Section states each party's entire obligation and exclusive remedy regarding the third party claims described in the Section.

9. Liability.

9.1. To the extent permitted by law, each party's total, cumulative liability for all claims arising out of or related to the Agreement, whether based on contract, tort (including negligence) or any other legal or equitable theory, will be limited to the total amount paid by Customer under this Agreement in the twelve (12) months preceding the first event giving rise to liability.

9.2. **To the extent permitted by law, neither party will be liable for (a) special, incidental, exemplary, punitive, indirect, or any consequential damages, or (b) lost profits (direct or indirect), for loss of use or data, service interruption, business, value, revenue, goodwill, or anticipated savings whether based on contract, tort (including negligence) or any other legal or equitable theory, even if such party has been advised of such damages in advance or if such damages were foreseeable.**

9.3. **The following are not subject to the limitation in Section 9.1 and the exclusion in Section 9.2: (a) obligations to pay for products, services, or taxes set forth in Section 4, (b) a party's indemnification payments set forth in Section 8 (Indemnification), and (c) damages arising from a party's gross negligence, willful misconduct, personal injury or death resulting from a party's negligence, fraud, or any other matter for which liability cannot be excluded by law, separate and distinct from a cause of action for a breach of this Agreement.**

10. Export Control and Economic Sanctions Compliance. Each party represents that it is not named on any U.S. government list of prohibited or restricted parties, nor is it owned or controlled by or acting on behalf of any such parties. Customer agrees that it will not access or use the Service in any manner that would cause any party to violate any U.S. or international embargoes, economic sanctions, or export controls laws or regulations.

11. Miscellaneous.

11.1. **Governing Law; Venue.** Both parties agree to the application of the Federal laws of the United States, without regard to conflict of law principles. To the extent permitted by law, and in accordance with GSA Schedule Contract Clause 552.238-114 Use of Federal Supply Schedule Contracts by Non-Federal Entities (May 2019), the laws of the State of California including its choice of law rules will apply in the absence of applicable federal law. The forum to resolve claims and disputes will be determined in accordance with federal law. The United Nations Convention on Contracts for the International Sale of Goods does not apply to transactions under the Agreement.

11.2. **Notices.** Asana may give general notices related to the Service that apply to all customers by email, in-app notifications, or posting them through the Service. Other notices under the Agreement must be in writing and sent to the business mailing or email address specified in writing by Customer, such as in the Order Form as applicable. Notices are deemed given when received.

11.3. **Publicity.** Asana may include Customer's name in Asana's online customer list and in print and electronic marketing materials to the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71.

11.4. **Access to Non-Production Versions of the Service.** Customer may be provided with access to beta, trial, proof of concept, or sandbox versions of the Service or features within the Service (collectively, the "**Non-Production Versions of the Service**"). Customer acknowledges and understands that its use of the Non-Production Versions of the Service is not required and is at Customer's own risk, and that Non-Production Versions of the Service are made available on an "as is" basis without warranties of any kind, may be discontinued or modified at any time, and may be subject to other terms. Non-Production Versions of the Service are not for production use, not supported, and not subject to availability or security obligations. Asana will have no liability for any harm or damage arising out of or in connection with Non-Production Versions of the Service.

11.5. **Relationship of the Parties.** Asana is an independent contractor, not Customer's agent, joint venturer, partner, or fiduciary. No right or cause of action for any third party is created by the Agreement or any transaction under it.

11.6. **Force Majeure.** In accordance with GSAR Clause 552.212-4(f), neither party is responsible for failure to fulfill its non-monetary obligations due to causes beyond its control.

11.7. **Severability; No Waiver.** If any provision of the Agreement is invalid or unenforceable, the remaining provisions remain in full force and effect.

11.8. **Assignment.** Neither party may assign the Agreement, in whole or in part, without the prior written consent of the other. However, either party may assign the Agreement to its Affiliate or to its successor in interest in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets in accordance with the provisions set forth at FAR 42.1204.

11.9. **Public Entities.** If Customer is a United States of America federal, state, or local government agency or public education institution utilizing Asana's Service in an official capacity, Customer's use of the Service shall be subject to this Agreement and the Public Entity Amendment attached hereto as Exhibit B

11.10. **Entire Agreement.** Each Order Form governed by this Agreement, including all attachments, exhibits, and addendums, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes and replaces any prior or contemporaneous representations, understandings and agreements, whether written or oral, with respect to its subject matter. Notwithstanding any language to the contrary therein, no terms or conditions of any purchase order or other business form used by Customer shall be incorporated into, supersede, supplement, or otherwise apply to this Agreement or Asana, and all such terms or conditions shall be null and void.

11.11. **Counterparts.** This Agreement may be signed in counterparts and/or by electronic signatures. The parties consent to the use of electronic means as a signed writing. Any reproduction of the Agreement made by reliable means is considered an original. Except as set forth in Section 2.5 (Security; Protection of Customer Data) and Section 4.2 (End User Subscriptions**)**, all changes to the Agreement must be in writing accepted and executed by authorized representatives of both parties.

[*Signature page follows*]

Agreed to: Agreed to:

Asana, Inc. ("Asana")   _____ **("Customer")**

_____   _____

Name: Name:

Title: Title:

Date: Date:

Address: 633 Folsom Street, Suite 100   Address:
          San Francisco, CA 94107, USA
          Attn: Legal Department
Email: legal@asana.com   Email:

EXHIBIT A

Asana Data Processing Addendum

This Data Processing Addendum, including the Standard Contractual Clauses where applicable ("**DPA**"), is entered into between **Asana, Inc.** ("**Asana**") and the entity identified in the Agreement ("**Customer**") (each referred to as a "Party" and collectively as the "Parties"). This DPA is incorporated by reference into the applicable subscription agreement governing use of the Service (the "Agreement") between the Parties. All capitalized terms used in this DPA but not defined will have the meaning set forth in the Agreement. To the extent of any conflict or inconsistency between this DPA, any previously executed data processing agreement, and the remaining terms of the Agreement, this DPA will govern.

This DPA sets out the terms that apply when personal data is processed by Asana under the Agreement. The purpose of the DPA is to ensure such processing is conducted in accordance with Applicable Law and respects the rights of individuals whose personal data are processed under the Agreement.

If the Customer is an Ordering Activity, as defined under GSA Order OGP 4800.2I as an "entity authorized to order under GSA Schedule contracts", as may be revised from time to time, it shall only be required to comply with the Federal law of the United States and expressly does not agree to comply with any provision of this Data Processing Agreement, EU Law, or law of an EU Member State that is inconsistent with the Federal law of the United States.

1. Definitions

"**Applicable Law(s)**" means all applicable laws, regulations, and other legal or regulatory requirements in any jurisdiction relating to privacy, data protection, security, or the processing of personal data, including without limitation (i) the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 *et seq.* ("**CCPA**" and subsequent California Privacy Rights Act of 2020 "**CPRA**"), (ii) the General Data Protection Regulation, Regulation (EU) 2016/679 ("**GDPR**"), (iii) in respect of the United Kingdom, the Data Protection Act 2018 ("**UK DPA 2018**") and the GDPR as saved into United Kingdom law by virtue of section 3 of the United Kingdom's European Union (Withdrawal) Act 2018 (the "**UK GDPR**"), (iv) the Swiss Federal Data Protection Act ("**Swiss DPA**"), and (v) the Act on the Protection of Personal Information ("**APPI**"). For the avoidance of doubt, if Asana's processing activities involving personal data are not within the scope of an Applicable Law, such law is not applicable for purposes of this DPA.

"**Asana**" means Asana, Inc., a company incorporated in Delaware, and its Affiliates.

"**controller**", "**business operator**", "**personal data**", "**process**", "**processing**", "**processor**", and "**data subject**" will have the same meanings as defined by Applicable Law. Other relevant terms such as "**business**", "**business purpose**", "**consumer**", "**personal information**", "**sale**" (including the terms "**sell**", "**selling**", "**sold**", and other variations thereof), "**service provider**", "**share**" or "**sharing**" for purposes of "**cross-context behavioral advertising**", and "**third party**" have the meanings given to those terms under Applicable Law.

"**Customer Personal Data**" means personal data, personal information or personally identifiable information Customer uploads or otherwise inputs into the Service and which is processed in connection with the provision of the Service under the Agreement by Asana on behalf of the Customer. Unless otherwise agreed to in writing, Customer Personal Data processed pursuant to the Agreement explicitly excludes Restricted Data.

"**Data Privacy Principles**" means the Data Privacy Framework principles (as supplemented by the Supplemental Principles).

"**Data Privacy Frameworks**" means the EU-U.S Data Privacy Framework ("**EU-U.S. DPF**"), the Swiss-U.S. Data Privacy Framework ("**Swiss DPF**"), and the UK Extension to the EU-U.S. DPF ("**UK Extension**") as administered by the U.S. Department of Commerce.

"**EEA**" means the European Economic Area, which constitutes the member states of the European Union and Norway, Iceland, and Liechtenstein.

"**Restricted Data**" means personal data that may be categorized as "special categories of data" under Applicable Laws including, but not limited to, social security numbers, financial account numbers, credit card information, or health information.

"**Restricted Transfer(s)**" means: (i) where the GDPR applies, a transfer of personal data from the EEA to a country outside of the EEA which is not subject to an adequacy determination by the European Commission; (ii) where the UK GDPR applies, a transfer of personal data from the United Kingdom to any other country which is not subject to adequacy

regulations adopted pursuant to Section 17A of the UK DPA 2018; and (iii) where the Swiss DPA applies, a transfer of personal data to a country outside of Switzerland which is not included on the list of adequate jurisdictions published by the Swiss Federal Data Protection and Information Commissioner.

"**Security Incident**" means any confirmed breach of security that results in the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Personal Data processed by Asana and/or its subprocessors in connection with the provision of the Service.

"**Standard Contractual Clauses**" means (i) where the GDPR applies, the standard contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the European Council (available as of June 2021 https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj), (the "**EU SCCs**"); (ii) where the UK GDPR applies, the applicable standard data protection clauses adopted pursuant to Article 46(2)(c) or (d) of the UK GDPR including the standard data protection clauses issued by the commissioner under s119A(1) of the UK DPA 2018 as revised from time to time ("**UK Addendum**"); and (iii) where the Swiss DPA applies, the applicable standard data protection clauses issued, approved or recognized by the Swiss Federal Data Protection and Information Commissioner (the "**Swiss SCCs**"), in each case as completed as described in Section 9 (Data Transfers) below.

2. **Relationship of the Parties**

2.1   <u>**Asana as a Processor and Service Provider**</u>. The Parties acknowledge and agree that with regard to Customer Personal Data, Customer is a controller and business and Asana is a processor and service provider, as defined by Applicable Law.

2.2   <u>**Asana as a Subprocessor**</u>. In circumstances in which Customer may be a processor, Customer appoints Asana as Customer's subprocessor, which will not change the obligations of either Customer or Asana under this DPA.

3. **Customer's Instructions to Asana**

3.1   <u>**Purpose Limitation**</u>. Asana will process Customer Personal Data (a) in order to provide the Service in accordance with the Agreement; (b) with Customer's lawful instructions as set forth under Section 3.3; (c) as necessary to comply with Applicable Law; and (d) as otherwise agreed in writing. Customer, as the controller, acknowledges that the Service as provided is not intended for the storage or use of Restricted Data. At its sole discretion, Customer determines all categories and types of Customer Personal Data it may submit and transfer to Asana through the Service. Customer is responsible for secure and appropriate use of the Service to ensure a level of security appropriate to the risk in respect of the Customer Personal Data and agrees that compliance and security measures as set forth in the Agreement and this DPA are deemed sufficient safeguards for processing of any such Restricted Data that Customer provides to the Service. The use of Customer Data for the purpose of training Artificial Intelligence/Machine Learning (AI/ML) models and systems is prohibited without explicit written authorization from the Customer's contracting officer.

3.2   <u>**No Sale of Personal Information/Sharing for Targeted Advertising**</u>. Asana will not sell (as defined by Applicable Law) Customer Personal Data, share Customer Personal Data for purposes of cross-context behavioral advertising or otherwise process Customer Personal Data for any purpose other than as set forth in the Agreement, unless obligated to do so under Applicable Law. In such case, Asana will inform Customer of that legal requirement before such processing unless legally prohibited from doing so. Asana will not retain, use, or disclose Customer's Personal Data for any commercial purposes (as defined by Applicable Law) other than to provide the Service. Asana understands its obligations as set forth in this section and will comply with them. Further details regarding Asana's processing operations are set forth in <u>Exhibit A</u>.

3.3   <u>**Lawful Instructions**</u>. Customer appoints Asana as a processor (or subprocessor) to process Customer Personal Data on behalf of, and in accordance with, Customer's instructions. Customer will not instruct Asana to process Customer Personal Data in violation of Applicable Law. Asana will promptly inform Customer if, in Asana's opinion, an instruction from Customer infringes Applicable Law. The Agreement, including this DPA, along with Customer's configuration of the Service (as Customer may be able to modify from time to time), constitutes Customer's complete and final instructions to Asana regarding the processing of Customer Personal Data, unless otherwise agreed in writing.

4. Subprocessing

4.1 **Subprocessors**. Customer acknowledges and agrees that Asana's Affiliates and certain third parties may be retained as subprocessors ("Subprocessors") to process Customer Personal Data on Asana's behalf in order to provide the Service. Asana's Subprocessors are listed at https://asana.com/terms#subprocessors. Asana will impose contractual obligations on any Subprocessor Asana appoints requiring it to protect Customer Personal Data to standards which are no less protective than those set forth under this DPA. Asana remains liable for its Subprocessors' performance under this DPA to the same extent Asana is liable for its own performance. If Customer subscribes to receive updates available at https://asana.com/terms#subprocessors, Customer will be automatically notified of new Subprocessors ten (10) business days before Asana authorizes such Subprocessor to process Customer Personal Data (or in the case of an emergency, as soon as reasonably practicable). The subprocessor agreements to be provided under Clause 9 of the Standard Contractual Clauses may have all commercial information, or provisions unrelated to the Standard Contractual Clauses, redacted prior to sharing with Customer, and Customer agrees that such copies will be provided only upon Customer's written request.

4.2 **Right to Object**. Customer may object to Asana's use of a new Subprocessor (based on reasonable grounds relating to data protection) by notifying Asana promptly in writing at dpa@asana.com within thirty (30) days after receipt of Asana's notice as described in Section 4.1. In the event Customer objects to a new Subprocessor, Asana will use commercially reasonable efforts to make available to Customer a change in the Service or Customer's configuration or use of the Service to avoid processing of Customer Personal Data by the objected-to new Subprocessor. If Asana is unable to make available such change within a reasonable period of time, which will not exceed thirty (30) days, either Party may upon written notice terminate without penalty the applicable Order Form(s) or the Agreement.

5. Assistance and Cooperation

5.1 **Security**. Asana will use appropriate technical and organizational measures to protect Customer Personal Data that it processes. Such measures will take 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, so as to ensure a level of security appropriate to the risk. Asana will ensure that the persons Asana authorizes to process Customer Personal Data are subject to written confidentiality agreements or a statutory obligation of confidentiality no less protective than the confidentiality obligations set forth in the Agreement.

5.2 **Security Incident Notification and Response**. To the extent required by Applicable Law and taking into account the nature of processing and the information available to Asana, Asana will assist Customer by notifying it of a Security Incident without undue delay or within the time period required under Applicable Law. To the extent available, this notification will include Asana's then-current assessment of the following:

(a) the nature of the Security Incident, including, where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;the

(b) the likely consequences of the Security Incident; and

(c) measures taken or proposed to be taken by Asana to address the Security Incident, including, where applicable, measures to mitigate its possible adverse effects.

Asana will provide timely and periodic updates to Customer as additional information regarding the Security Incident becomes available. Customer acknowledges that any updates may be based on incomplete information. Asana will not assess the contents of Customer Data for the purpose of determining if such Customer Data is subject to any requirements under Applicable Law. Nothing in this DPA or in the Standard Contractual Clauses will be construed to require Asana to violate, or delay compliance with, any legal obligation it may have with respect to a Security Incident or other security incidents generally.

6. Responding to Individuals Exercising Their Rights Under Applicable Law

To the extent legally permitted, Asana will refer the individual back to the Customer if Asana receives any requests from an individual seeking to exercise any rights afforded to them under Applicable Law regarding their personal data, which may include: 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"). In the event

Customer is unable to address a Data Subject Request in its use of the Service, Asana will, upon Customer's request, provide commercially reasonable efforts to assist Customer in responding to such Data Subject Request, to the extent Asana is legally permitted to do so and the response to such Data Subject Request is required under Applicable Law. To the extent legally permitted, Customer will be responsible for any costs arising from Asana's provision of additional functionality that Customer has requested to assist with a Data Subject Request.

7. DPIAs and Consultation with Supervisory Authorities or other Regulatory Authorities

Taking into account the nature of the processing and the information available to Asana, Asana will provide reasonable assistance to and cooperation with Customer for Customer's performance of any legally required data protection impact assessment of the processing or proposed processing of Customer Personal Data involving Asana, and in consultation with supervisory authorities or other regulatory authorities as required, by providing Customer with any publicly available documentation for the Service or by complying with Section 10 (Audits) below. Additional support for data protection impact assessments or relations with regulators may be available and would require mutual agreement on fees, the scope of Asana's involvement, and any other terms that the Parties deem appropriate.

8. Responding to Law Enforcement Requests

To the extent legally permitted, upon request for data or records from law enforcement or a governmental entity, Asana will respond to such requests in accordance with the guidelines set forth at https://asana.com/terms#law-enforcement-guidelines. Asana responds only to law enforcement requests that adhere to established legal process and applicable laws.

9. Data Transfers

9.1 Customer authorizes Asana and its Subprocessors to make international transfers of Customer Personal Data in accordance with this DPA and Applicable Law.

9.2 Customer acknowledges and agrees that, subject to compliance with Applicable Laws, Asana may process Customer Personal Data where Asana, its Affiliates or its subprocessors maintain data processing operations. The Parties agree that when the transfer of Customer Personal Data from Customer (as "data exporter") to Asana (as "data importer") requires that certain appropriate safeguards ("Transfer Mechanism(s)") are put in place, the Parties will be subject to the following frameworks and Transfer Mechanisms which will be deemed incorporated into and form a part of this DPA, as follows:

(a) **Order of precedence.** In the event the Service is covered by more than one Transfer Mechanism, the transfer of personal data will be subject to a single Transfer Mechanism, as applicable, and in accordance with the following order of precedence: (a) the Data Privacy Frameworks; (b) the Standard Contractual Clauses as set forth in Section 9.2(c)-(e); and, if neither of the preceding is applicable, then (c) other alternative data Transfer Mechanisms permitted under Applicable Laws will apply.

(b) **Data Privacy Frameworks**. To the extent Asana processes Customer Personal Data originating from the EEA, United Kingdom, or Switzerland, Asana represents that Asana is self-certified under the Data Privacy Frameworks and will adhere to the Data Privacy Principles.

(c) **EU Standard Contractual Clauses**. The EU SCCs will apply to Restricted Transfers of Customer Personal Data protected by the GDPR and will be completed as follows:

(i) The clauses as set forth in Module Two (controller to processor) will apply only to the extent Customer is a controller and Asana is a processor;

(ii) The clauses as set forth in Module Three (processor to processor) will only apply to the extent Customer is a processor and Asana is a subprocessor;

(iii) The "data exporter" is the Customer, and the exporter's contact information is set forth below;

(iv) The "data importer" is Asana, and Asana's contact information is set forth below;

(v) In Clause 7, the optional docking clause will apply;

(vi) In Clause 9, Option 2 will apply, and the time period for prior notice of subprocessor changes will

be as set out in Section 4.1 of this DPA;

    (vii)   In Clause 11, the optional language will not apply;

    (viii)   In Clause 17, Option 1 will apply, and the EU SCCs will be governed by Irish law;

    (ix)   In Clause 18(b), disputes will be resolved before the courts of Ireland; and

    (x)   Annexes I and II of the Appendix are set forth in <u>Exhibit A</u> below.

    (d) **UK International Data Transfer Addendum**. The UK Addendum will apply to Restricted Transfers of Customer Personal Data protected by the UK GDPR and will be completed as follows:

    (i)   Table 1 will be completed with the relevant information in Annex I set forth in <u>Exhibit A</u>;

    (ii)   Table 2 will be completed with the selected modules and clauses the EU SCCs as identified in Section 9.2(c) of this DPA;

    (iii)   Table 3 will be completed with the relevant information from Annexes I and II set forth in <u>Exhibit A</u> and Section 4.1 of this DPA; and

    (iv)   In Table 4, the Importer may end the UK Addendum in accordance with the terms of the UK Addendum.

    (e) **Swiss Standard Contractual Clauses**. In relation to Restricted Transfers of Customer Personal Data protected by the Swiss DPA, the EU SCCs will also apply to such transfers in accordance with paragraph (c) above, subject to the following:

    (i)   Any references in the EU SCCs to "Directive 95/46/EC" or "Regulation (EU) 2016/679" will be interpreted as references to the Swiss DPA;

    (ii)   Any references to "EU", "Union" and "Member State law" will be interpreted as references to Swiss law; and

    (iii)   Any references to the "competent supervisory authority" and "competent courts" will be interpreted as references to the relevant data protection authority and courts in Switzerland;

unless the EU SCCs as implemented above cannot be used to lawfully transfer such Customer Personal Data in compliance with the Swiss DPA, in which event the Swiss SCCs will instead be incorporated by reference and form an integral part of this DPA and will apply to such transfers. Where this is the case, the relevant Annexes or Appendices of the Swiss SCCs will be populated using the information contained in <u>Exhibit A</u> of this DPA (as applicable).

9.3   It is not the intention of either Party to contradict or restrict any of the provisions set forth in the Standard Contractual Clauses and, accordingly, if and to the extent the Standard Contractual Clauses conflict with any provision of the Agreement (including this DPA) the Standard Contractual Clauses will prevail to the extent of such conflict.

9.4   By entering into this DPA, the Parties are deemed to be signing the applicable Standard Contractual Clauses and its applicable Appendices and Annexes.

10. Audits

10.1   <u>Audit</u>. Asana will allow for and contribute to audits conducted by Customer (or a third party auditor mutually agreed by both parties ("**Auditor**")) of documentation, data, certifications, reports, and records relating to Asana's processing of Customer Personal Data ("**Records**") for the sole purpose of determining Asana's compliance with this DPA subject to the terms of this Section 10 provided the Agreement remains in effect and such audit is at Customer's sole expense (an "**Audit**").

10.2   <u>Written Notice</u>. Customer may request an Audit upon fourteen (14) days' prior written notice to Asana, no more than once annually, except, in the event of a Security Incident occurring on Asana's systems, in which case Customer may request an Audit within a reasonable period of time following such Security Incident.

10.3   <u>Further Written Requests and Inspections</u>. To the extent that the provision of Records does not provide sufficient information to allow Customer to determine Asana's compliance with the terms of this DPA, Customer

may, as necessary: (i) request additional information from Asana in writing, and Asana will respond to such written requests in within a reasonable period of time ("**Written Requests**"); and (ii) only where Asana's responses to such Written Requests do not provide the necessary level of information required by Customer, request access to Asana's premises, systems and staff, upon twenty one (21) days prior written notice to Asana (an "**Inspection**") subject to the parties having mutually agreed upon (a) the scope, timing, and duration of the Inspection, (b) the use of an Auditor to conduct the Inspection, (c) the Inspection being carried out only during Asana's regular business hours, with minimal disruption to Asana's business operations, and (d) all costs associated with the Inspection being borne by Customer (including Asana's time in connection with facilitating the Inspection, charged at Asana's then-current rates). Inspections will be permitted no more than once annually, except in the event of a Security Incident.

10.4 **Confidentiality**. In connection with any Audit or Inspection conducted in accordance with this Section 10, the Auditor must be bound by obligations of confidentiality no less protective than those contained in the Agreement. Auditors will not be entitled to receive any data or information pertaining to other clients of Asana or any other Confidential Information of Asana that is not directly relevant for the authorized purposes of the Audit or Inspection.

10.5 **Corrective Action**. If any material non-compliance is identified by an Audit or Inspection, Asana will take prompt action to correct such non-compliance.

11. Return or Destruction of Customer Personal Data

Upon termination of the Agreement and written verified request from Customer's authorized representative (which for purposes of this section is either a billing owner or an Administrator of the Service or a Customer personnel who has confirmed in writing that they are authorized to make decisions on behalf of the Customer), Asana will delete Customer Personal Data, unless prohibited by Applicable Law. If no such request is received by Asana following termination, Asana may delete Customer Personal Data in line with its obligations under Applicable Law.

Signature page to follow

Accepted and agreed to by the authorized representatives of each Party:

Asana, Inc.	Company: _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Address: 633 Folsom Street Suite 100 San Francisco, CA 94107-3600 Attn: Legal Department	Address: _____ _____ _____
Notice Copy: dpa@asana.com	Email Address: _____
	Data Protection Officer (if any):
	GDPR Representative in the EU (if any):

EXHIBIT A

Annex I to the Standard Contractual Clauses

A. LIST OF PARTIES

MODULE TWO: Transfer controller to processor

MODULE THREE: Transfer processor to processor

Data exporter(s):

Name:	Customer, a user of the Service
Address:	Address as listed in the Agreement
Contact person's name, position and contact details:	Contact information as listed in the Agreement
Activities relevant to the data transferred under these Clauses:	Activities relevant are described in Section B below
Signature and date:	See Section 9.4 of DPA
Role (controller/processor):	Controller and/or processor

Data importer(s):

Name:	Asana, Inc., provider of the Service
Address:	633 Folsom Street, Suite 100, San Francisco, CA 94107
Contact person's name, position and contact details:	privacy@asana.com or dpo@asana.com
Activities relevant to the data transferred under these Clauses:	Activities relevant are described in Section B below
Signature and date:	See Section 9.4 of DPA
Role (controller/processor):	Processor

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

The categories of data subjects whose personal data is transferred are determined solely by the data exporter. In the normal course of the data importer's Service, the categories of data subject might include (but are not limited to): the data exporter's personnel, customers, service providers, business partners, affiliates and other End Users.

Categories of personal data transferred

The categories of personal data transferred are determined solely by the data exporter. In the normal course of the data importer's Service, the categories of personal data transferred might include (but are not limited to): name, email address, telephone, title, free text projects, and task lists entered by the data exporter or its End Users.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

At its sole discretion, Customer determines all categories and types of Customer Personal Data it may submit and transfer to Asana through the Service. Customer is responsible for the secure and appropriate use of the Service to ensure a level of security appropriate to the risk in respect to Customer Personal Data and agrees that compliance and security measures as set forth in the Agreement and this DPA are deemed sufficient safeguards for processing of any such data that Customer provides to the Service.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

Continuous with use of the Service.

Nature of the processing

The provision of the Service to Customer in accordance with the Agreement.

Purpose(s) of the data transfer and further processing

To provide the Service to Customer as described in the Agreement.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

For as long as necessary to provide the Service as described in the Agreement, as legally or contractually required, or upon receipt of Customer's written request for deletion.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

The subject matter, nature and duration of the processing are specified above and in the Agreement.

C. COMPETENT SUPERVISORY AUTHORITY

MODULE TWO: Transfer controller to processor

MODULE THREE: Transfer processor to processor

Identify the competent supervisory authority/ies in accordance with Clause 13

Customer agrees the competent supervisory authority will be the Data Protection Commission (DPC) of Ireland.

Annex II to the Standard Contractual Clauses

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

Description of the technical and organisational measures implemented by the data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.

Asana emphasizes the following principles in the design and implementation of its security program and practices: (a) physical and environmental security to protect the Service against unauthorized access, use, or modification; (b) maintaining availability for operation and use of the Service; (c) confidentiality to protect customer data; and (d) integrity to maintain the accuracy and consistency of data over its life cycle.

Description of Asana's current technical and organizational security measures can be found at https://asana.com/terms#security-standards.

Specific measures:

Measure	Description
Measures of pseudonymisation and encryption of personal data	Asana will encrypt Customer Data in transit and at rest using industry-standard encryption algorithms that are appropriate for the mechanism of transfer (e.g. TLS 1.2, AES-256).
Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services	Asana will implement and maintain a risk-based information security program that includes administrative, technical, and organizational safeguards designed to protect the confidentiality, integrity, and availability of Customer Data. Asana performs periodic assessments to monitor its information security program to identify risks and ensure controls are operating effectively by performing penetration tests, internal audits, and risk assessments. Asana maintains a risk management program to identify, monitor, and manage risks that may impact the confidentiality, integrity, and availability of Customer Data.
Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident	Asana will implement and maintain a documented set of disaster recovery policies and procedures to enable the recovery or continuation of vital technology infrastructure and systems following a disaster. Additionally, Asana will perform annual tests of its disaster recovery plan and will make available a summary of the results to its customers. Asana will perform regular backups of Customer Data and ensure that backups have the same protections in place as production databases
Processes for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures in order to ensure the security of the processing	Asana performs periodic assessments to monitor its information security program to identify risks and ensure controls are operating effectively by performing penetration tests, internal audits, and risk assessments. Asana will engage qualified external auditors to

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	perform assessments of its information security program against the SOC 2 AICPA Trust Services Criteria for Security, Availability, and Confidentiality, and the following standards ISO/IEC 27001:2013, ISO/IEC 27017:2015, ISO/IEC 27018:2019, ISO/IEC 27701:2019. Assessments will be conducted annually and will result in a SOC 2 Type 2 report and evidence of the aforementioned ISO certifications that will be made available to the Customer pursuant to their respective Agreement.
Measures for user identification and authorisation	Access to Customer Data is restricted to authorized Asana personnel who are required to access Customer Data to perform functions as part of the delivery of services. Access to Customer Data must be through unique usernames and passwords and multi-factor authentication must be enabled. Access is disabled within one business day after an employee's termination
Measures for the protection of data during transmission	Asana will encrypt Customer Data in transit and at rest using industry-standard encryption algorithms that are appropriate for the mechanism of transfer (e.g. TLS 1.2, AES-256).
Measures for the protection of data during storage	Customer Data is stored cross-regionally with AWS. Data backups are encrypted. Customer Data is encrypted in transit and at rest using industry-standard encryption algorithms that are appropriate for the mechanism of transfer (e.g. TLS 1.2, AES-256).
Measures for ensuring physical security of locations at which personal data are processed	Asana will ensure that all physical locations that process, store, or transmit Customer Data are located in a secure physical facility. Asana will review third-party security certifications (e.g. SOC 2 Type 2) of its third-party cloud hosting providers on at least an annual basis to ensure that appropriate physical security controls are in place.
Measures for ensuring events logging	All access to information security management systems at Asana are restricted, monitored, and logged. At a minimum, log entries include date, timestamp, action performed, and the user ID or device ID of the action performed. The level of additional detail to be recorded by each audit log will be proportional to the amount and sensitivity of the information stored and/or processed on that system. All logs are protected from change.
Measures for ensuring system configuration, including default configuration	To prevent and minimize the potential for threats to Asana's systems, baseline configurations are required prior to deployment of any user, network, or production equipment. Baseline configurations are in place for wireless security settings in order to ensure strong encryption and replace vendor default settings as part of deployment of network devices. Systems are centrally managed and configured to detect and alert on suspicious activity.
Measures for internal IT and IT security governance and management	IT Security Governance and Management structures and processes are designed to ensure compliance with data protection principles at their effective implementation. Asana will have a dedicated security team responsible for implementing, maintaining, monitoring, and enforcing security safeguards aligned with the information security management system.

Measures for certification/assurance of processes and products	Asana's information security framework will be based on the ISO 27001 Information Security Management System and will cover the following areas: security risk management, policies and procedures, security incident management, access controls, vulnerability management, physical security, operational security, corporate security, infrastructure security, product security, business continuity disaster recovery, personnel security, security compliance, and vendor security. Asana will engage qualified external auditors to perform assessments of its information security program against the SOC 2 AICPA Trust Services Criteria for Security, Availability, and Confidentiality, and the following standards ISO/IEC 27001:2013, ISO/IEC 27017:2015, ISO/IEC 27018:2019, ISO/IEC 27701:2019. Assessments will be conducted annually and will result in a SOC 2 Type 2 report and evidence of the aforementioned ISO certifications that will be made available to the Customer pursuant to their respective Agreement.
Measures for ensuring data minimisation	Asana only collects information that is necessary in order to provide the Services outlined in our Terms of Service (https://asana.com/terms#terms-of-service), Privacy Statement (https://asana.com/terms#privacy-statement), and the Customer Agreement. Our employees are directed to access only the minimum amount of information necessary to perform the task at hand.
Measures for ensuring data quality	Asana maintains web server and application log details that include any changes to sensitive configuration settings and files. At minimum, log entries include date, timestamp, action performed, and the user ID or the device ID of the action performed. Logs are protected from change. Users who would like to exercise their rights under applicable law to update information which is out of date or incorrect may do so at any time using this form: https://form-beta.asana.com/?k=u-9Ke25U6hcGWHvubWLzpg&d=15793206719. More information on data subject rights can be found in our Privacy Statement (https://asana.com/terms#privacy-statement).
Measures for ensuring limited data retention	Asana will retain information for the period necessary to fulfill the purposes outlined in our Privacy Statement (https://asana.com/terms#privacy-statement), unless a longer retention period is required or permitted by law, or where the Customer Agreement requires or permits specific retention or deletion periods. Customer may request deletion of data at any time and Customer Personal Data is deleted or anonymized upon termination of the Agreement.
Measures for ensuring accountability	Asana has established a comprehensive GDPR compliance program and is committed to partnering with its customers and vendors on GDPR compliance efforts. Some significant steps Asana has taken to align its practices with the GDPR include: ● Revisions to our policies and contracts with our partners, vendors, and users ● Enhancements to our security practices and procedures

	● Closely reviewing and mapping the data we collect, use, and share
	● Creating more robust internal privacy and security documentation
	● Training employees on GDPR requirements and privacy and security best practices generally
	● Carefully evaluating and building a data subject rights' policy and response process. Below, we provide additional details about the core areas of Asana's GDPR compliance program and how customers can use Asana to support their own GDPR compliance initiatives.
	● Appointed a Data Protection Officer ("DPO"), who can be reached at dpo@asana.com.
	Asana offers its customers who are controllers of EU personal data the option to enter into a robust data processing addendum ("DPA") under which Asana commits to process and safeguard personal data in accordance with GDPR requirements. This includes current Standard Contractual Clauses and Asana's commitment to process personal data consistent with the instructions of the data controller.
Measures for allowing data portability and ensuring erasure	Asana provides a mechanism for individuals to exercise their privacy rights in accordance with applicable law. Individuals may contact Asana at any time using this form. More information can be found in our Privacy Statement (https://asana.com/terms#privacy-statement).

For transfers to (sub-) processors, also describe the specific technical and organisational measures to be taken by the (sub-) processor to be able to provide assistance to the controller and, for transfers from a processor to a sub-processor, to the data exporter

As described in the DPA, Asana has measures in place to provide assistance to controllers as needed. Such measures include, but are not limited to, the ability to delete all Customer Personal Data associated with a domain and making available APIs to allow controllers to better manage and control their data. With regard to Data Subject Requests, in the event the controller is unable to address a Data Subject Request in its use of the Service, Asana will, upon request, provide commercially reasonable efforts to assist the controller in responding to such Data Subject Request, to the extent Asana is legally permitted to do so and the response to such Data Subject Request is required under Applicable Law. Data subjects may also exercise their rights by contacting Asana at any time using this form: https://form-beta.asana.com/?k=u-9Ke25U6hcGWHvubWLzpg&d=15793206719.

EXHIBIT B

PUBLIC ENTITY AMENDMENT

This Public Entity Amendment ("**Amendment**") shall apply solely to Asana, Inc. ("**Asana**") and Customers of Asana that are either federal, state, or local government agencies or public education institutions in the United States and to the extent using Asana's collaborative workplace management service (the "**Service**") in their official capacity ("**Customer**" or "**Public Entity**") (together, the "**Parties**").

Customer represents and warrants that it must follow applicable state, local, and/or federal laws, regulations, and practices, among which are those relating to ethics, advertising and endorsements, tax exemption and immunity, limitations on indemnification, fiscal law constraints, governing law and jurisdiction, dispute resolution, and assignment of contracts. Asana and Public Entity agree that modifications to the Agreement are appropriate to accommodate the Public Entity's legal status, public mission, and other special circumstances. The Parties entered into a Master Subscription Agreement, Subscriber Agreement, Subscriber Terms, or a written executed agreement (each, an "Agreement") for the Service, and intend to modify the Agreement by this Amendment as follows:

A. *Public Entity*: As it relates to the Public Entity's usage of the Service, the word "Customer" in the Agreement shall mean the Public Entity itself and shall not apply to, nor bind (i) the individual(s) who utilize the Asana Service on the Public Entity's behalf, or (ii) any individual users who are employed by, or otherwise associated with, the Public Entity. Asana will look solely to the Public Entity to enforce any violation or breach of the Agreement by such individuals, subject to federal law.

B. *Taxes*: The Parties understand that the Federal Acquisition Regulation (FAR) 29.302 (48 CFR, Chapter 1, Part 29, Subpart 29.302 – Application of State and local taxes to the Government) states that "Generally, purchases and leases made by the Federal Government are immune from State and local taxation." Therefore, Asana will include no tax in Public Entity billings for federal government accounts unless the tax has been determined by the Public Entity to be proper for payment.

C. *Indemnification, Liability, Statute of Limitations*: Any provisions in the Agreement related to indemnification by the customer, damages, attorneys' fees, filing deadlines, defense of lawsuits, collection expenses, and settlement are hereby waived. For federal Customers, liability of either party for any breach of the Agreement as modified by this Amendment, or any claim, demand, suit or proceeding arising from the Agreement or this Amendment, shall be determined under the Federal Tort Claims Act, Contract Disputes Act, or other governing federal authority. Federal Statute of Limitations provisions shall apply to any claim, demand, suit or proceeding arising from the Agreement or this Amendment. For state and local Customers, liability of either party for any breach of the Agreement as modified by this Amendment, or any claim, demand, suit or proceeding arising from the Agreement or this Amendment, shall be determined under the applicable state tort claims act, or other governing state authority.

D. *Governing Law and Forum*: The Agreement and this Amendment shall be governed by, and interpreted and enforced in accordance with, applicable federal laws of the United States of America without reference to conflict of laws. To the extent permitted by law, the laws of the State of California including its choice of law rules will apply in the absence of applicable federal law. Any arbitration, mediation or other dispute resolution provisions in the Agreement are hereby waived. For federal Customers, the forum to resolve claims and disputes will be determined in accordance with federal law. For state and local Customers, the forum shall be the State in which the Public Entity operates.

E. *No Automatic Renewal*: Asana agrees to remove the auto-renew default setting for any Public Entity whose account details page designates an email address that ends in .gov, .mil, or .fed.us. Instead, Asana will notify those government Customers with such email addresses to allow those Agencies to determine if funds are available and if the Service will be needed for a renewal period.

F. *Continuity of Service During Dispute*: Solely for federal government Customers, Asana agrees to waive the language in the Agreement that that would otherwise permit Asana to terminate the contract if an alleged breach of the Agreement by the Public Entity occurs; instead, recourse against the federal government Customer for any alleged breach of the

Agreement must be made under the Federal Tort Claims Act or as a dispute under the Contract Disputes Act, as applicable. During the resolution of the dispute the Contractor, Asana, shall proceed diligently with performance of the contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Customer Contracting Officer.

G. *Limitation of Liability*: The Parties agree that nothing in the limitation of liability provision in the Agreement in any way grants Asana a waiver from, release of, or limitation of, liability pertaining to any past, current or future violation of federal law.

H. *No Endorsement; Publicity*: Notwithstanding the Publicity terms stated in the Agreement, in no event may Asana use Public Entity's name or logo in any marketing materials or customer lists without prior written consent.

I. *Assignment*: Either party may assign its obligations under the Agreement as modified by this Amendment to any third-party without prior written consent of the other party. However, if Public Entity is using Asana's free services only, Asana or its Affiliates may, without the Public Entity's consent, assign the Agreement as modified by this Amendment to an Affiliate or to a successor or acquirer, as the case may be, in connection with a merger, acquisition, corporate reorganization or consolidation, or the sale of all or substantially all of its assets. Any transfer of Asana assets related to a federal Public Entity's paid subscription contract requires review and consent by such federal Public Entity, under the procedures found in the FAR Subpart 42.13 (48 CFR Chapter 1, Part 42, Subpart 42.12 - Novation).

J. *Precedence; Further Amendment*: All capitalized terms not defined herein shall have the meanings set forth in the Agreement, as applicable. The terms of the Agreement shall continue to apply in full force and effect except as modified by this Amendment. If there is any conflict between this Amendment and the Agreement, or between this Amendment and other terms, rules or policies on the Asana site or related to its Service, this Amendment shall prevail. This Amendment constitutes a mutually agreed upon amendment to the Agreement; language in the introductory paragraph of the Agreement indicating it alone is the entire agreement between the Parties is waived. Any further amendment must be agreed to in writing by both Parties.

Asana User Terms of Service

Effective Date: February 1, 2023

Welcome! Thank you for using Asana!

A FEW INITIAL MATTERS

Asana, Inc. ("Asana," "we," "our," "us") offers a variety of team productivity, collaboration, and organizational tools, as further described in the [Asana Guide](#) and its [Release Notes](#) (collectively, the "**Service**"), and websites, including but not limited to www.asana.com, wavelength.com, blog.asana.com, community.asana.com (the "**Websites**").

These User Terms of Service ("**Terms**") are a binding legal contract between the Ordering Activity under GSA Schedule contracts identified in the Order ("you") and Asana and explain the rules governing your use of our Service and Websites. These Terms apply to you as a user of the Service, subject to exceptions that apply to Authorized Users (as defined and further detailed below in the section titled "How These Terms Apply; Users and Customers"). By accessing or using the Service and Websites, you acknowledge and agree to be bound by these Terms (as applicable) and confirm you have read and understand our [Privacy Statement](#), which is attached hereto incorporated by reference. Asana reserves the right to modify the Privacy Statement from time to time provided such modification will not materially and adversely diminish the overall protection of your information during the applicable, then-current Subscription Term

If you do not agree to these Terms, please do not access or use the Service or Websites.

HOW THESE TERMS APPLY; USERS AND CUSTOMERS

By using Asana, you fall into one or more of the following three different categories of Asana user:

- "**Site Visitors**" are users of the Websites.
- "**Free Users**" use the free/basic version of the Service. Free Users have access to a more limited set of Service features and functionality than Authorized Users. Free Users may have their own individual workspaces and/or take part in a free multi-user Asana domain.
- "**Authorized Users**" use the Service as part of any paid Asana subscription plan purchased by a person or entity (the "**Customer**") who has separately entered into a written agreement with Asana (the "**Customer Agreement**") governing the access and use of the Service and permitting that Customer to create and configure Asana so that Authorized Users may join.

To the extent you are an Authorized User, only the following sections of these Terms will apply to you: "A Few Initial Matters" and "How These Terms Apply; Users and Customers".

As an Authorized User, you gain access to the Service through a Customer of Asana. For example, if you are joining your employer's organization, Customer is your employer. If you are

joining a workspace created by your friend using a personal email address, your friend is the Asana Customer and is authorizing you to join his or her workspace. The Customer Agreement governs our relationship and commitment to deliver the Service to Customer, who may then invite Authorized Users to join their Asana. When you or another Authorized User submits content or information to the Service, such as messages or files ("**Customer Data**"), you acknowledge and agree that, as between Asana and Customer, the Customer Data is controlled by Customer and the Customer Agreement provides Customer with choices and control over that Customer Data. For example, Customer may manage permissions, enable or disable third party integrations, or take steps to expand, consolidate or share the contents of Asana portfolios, projects, tasks and subtasks, and these choices and instructions may result in the access, use, disclosure, modification or deletion of certain or all Customer Data.

AS BETWEEN ASANA AND CUSTOMER, YOU ACKNOWLEDGE AND AGREE THAT IT IS SOLELY CUSTOMER'S RESPONSIBILITY TO (A) INFORM YOU AND ANY OTHER AUTHORIZED USERS OF ANY RELEVANT CUSTOMER POLICIES, PRACTICES AND SETTINGS THAT MAY IMPACT THE PROCESSING OF CUSTOMER DATA; (B) OBTAIN ANY RIGHTS, PERMISSIONS OR CONSENTS FROM YOU AND ANY OTHER AUTHORIZED USERS THAT ARE NECESSARY FOR THE LAWFUL USE OF CUSTOMER DATA AND THE OPERATION OF THE SERVICE; (C) ENSURE THAT THE TRANSFER AND PROCESSING OF CUSTOMER DATA UNDER THE CUSTOMER AGREEMENT IS LAWFUL; AND (D) RESPOND TO AND RESOLVE ANY DISPUTE WITH YOU AND ANY OTHER AUTHORIZED USERS RELATING TO CUSTOMER DATA, THE SERVICE OR CUSTOMER'S FAILURE TO FULFILL THESE OBLIGATIONS. IN YOUR CAPACITY AS AN AUTHORIZED USER, ASANA MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND (WHETHER EXPRESS OR IMPLIED) TO YOU RELATING TO THE SERVICE, WHICH IS PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS.

ELIGIBILITY AND SCOPE

To use the Service and Websites you must be, and you represent and warrant that you are, at least 16 years of age and competent to agree to these Terms. If the law where you reside requires that you must be older in order for Asana to lawfully provide the Service and Websites to you and use your personal data without parental consent, then you must be that older age.

If the representations in the preceding sentence are not true, or if Asana has previously prohibited you from accessing or using the Service and Websites, you may not access or use the Service and Websites.

ACCOUNT REGISTRATION AND USE

Account Registration and Confidentiality. To access the Service and Websites, you must register for an Asana account by creating a username and password. You agree to provide us with accurate, complete, and current registration information about yourself. It is your responsibility to ensure that your password remains confidential and secure. By registering, you agree that you are fully responsible for all activities that occur under your user name and

password. We may assume that any communications we receive under your account have been made by you. If you are a workspace or organization owner or administrator, or if you have confirmed in writing that you have the authority to make decisions on behalf of a workspace or organization ("**Account Administrator**"), you represent and warrant that you are authorized to do so and agree that Asana is entitled to rely on your instructions.

Unauthorized Account Use. You are responsible for notifying us at support@asana.com if you become aware of any unauthorized use of or access to your account. You understand and agree that we may require you to provide information that may be used to confirm your identity and help ensure the security of your account. Asana will not be liable for any loss, damages, liability, expenses or attorneys' fees that you may incur as a result of someone else using your password or account, either with or without your knowledge and/or authorization, and regardless of whether you have advised us of such unauthorized use. You will be liable for losses, damages, liability, expenses and attorneys' fees incurred by Asana or a third party due to someone else using your account. In the event that the Account Administrator or Customer loses access to an account or otherwise requests information about an account, Asana reserves the right to request from the Account Administrator or Customer any verification it deems necessary before restoring access to or providing information about such account in its sole discretion.

LICENSE AND ACCEPTABLE USE

Your License. Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-sublicensable, non-transferable, and revocable right to access and use the Service and Websites only for your own internal use (or for internal uses authorized by the applicable Account Administrator), and only in a manner that complies with these Terms and all legal requirements that apply to you or your use of the Service and Websites. Asana may revoke this license at any time, in its sole discretion.

Acceptable Use Policy.

You acknowledge and agree to comply with these Terms, including the following rules regarding acceptable use of the Service and Websites (the "**Acceptable Use Policy**").

Disruption of the Service. You may not:

- access, tamper with, or use non-public areas of the Service and Websites, Asana's computer systems, or the technical delivery systems of Asana's providers;

- probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measure;

- access or search the Service and Websites by any means other than Asana's publicly supported interfaces (for example, "scraping"); or

- interfere with or disrupt, or attempt to interfere with or disrupt, our infrastructure or the access of any user, host or network, including, without limitation, by sending a virus, overloading, flooding, spamming, mail-bombing the Service and Websites, or by

scripting the creation of User Content in such a manner as to interfere with or create an undue burden on the Service and Websites.

Misuse of the Service and Websites. You may not use the Service and Websites to carry out, promote or support:

- any unlawful or fraudulent activities;

- the impersonation of another person or entity or the misrepresentation of an affiliation with a person or entity (e.g., "spoofing", "phishing");

- activities that are defamatory, libelous or threatening, constitute hate speech, harassment, or stalking;

- the violation of the privacy rights of others, including the publishing or posting of other people's confidential or personal information without their express authorization and permission;

- the sending of unsolicited communications, promotions advertisements, or spam;

- the publishing of or linking to malicious content; or

- the promotion or advertisement of products or services other than your own without appropriate authorization.

User Content. You may not post any User Content on the Service or Websites or otherwise make use of the Service or Websites in a manner that:

- violates any applicable law (including export control laws and regulations), any third party's intellectual property rights, or anyone's right of privacy or publicity;

- is deceptive, fraudulent, illegal, obscene, defamatory, disparaging, libelous, threatening, or pornographic (including child pornography, which, upon becoming aware of, we will remove and report to law enforcement, including the National Center for Missing and Exploited Children);

- constitutes hate speech, harassment, or stalking;

- criticizes, berates, or attacks others based on their race, ethnicity, national origin, religion, sex, gender, sexual orientation, disability, or medical condition;

- contains any personal information of minors under the age of 16;

- contains any sensitive personal information as defined by applicable law (such as financial information, payment card numbers, social security numbers, or health information) without Asana's prior written consent granted as part of a Customer Agreement;

- contains viruses, bots, worms, or similar harmful materials;

- contains any information that you do not have a right to make available under law or any contractual or fiduciary duty; or

- could otherwise cause damage to Asana or any third party.

Acceptable Use Violations. If we reasonably believe a violation of this Acceptable Use Policy has occurred or may occur in the near future in a manner that may disrupt the Service or Websites for our Customers or other users in accordance with the Contract Disputes Act, we may suspend or terminate your access to the Service and Websites, without any liability to us and in addition to any other remedies that may be available to us. Asana reserves the right to notify the applicable Account Administrator of the foregoing.

PROPRIETARY RIGHTS

Asana and its licensors exclusively own all right, title, and interest in and to all intellectual property rights in the Service and Websites. You agree to abide by all applicable copyright and other laws, as well as any additional copyright notices or restrictions contained in the Service and Websites. All present and future rights in and to trade secrets, patents, copyrights, trademarks, service marks, know-how, and other proprietary rights of any type under the laws of any governmental authority, domestic or foreign, including without limitation rights in and to all applications and registrations relating to the Service and Websites shall, as between you and Asana, at all times be and remain the sole and exclusive property of Asana.

USER CONTENT AND FEEDBACK

User Content and Submissions on the Service. The Service allows you to create tasks and submit associated information, text, files, and other materials (collectively, "**User Content**") and to share that User Content with others. User Content submitted or otherwise made available to the Service is subject to the following terms:

Free User Content. Free Users maintain ownership of the User Content that they submit to the Service ("**Free User Content**"). By submitting Free User Content, Free Users grant Asana a license to access, use, copy, reproduce, process, adapt, publish, transmit, and display that Free User Content, in order to provide the Service, and as permitted by Asana's Privacy Statement, including if required to do so by law or in good faith to comply with legal process. We reserve the right to remove any Free User Content on the Service that violates these Terms or that is otherwise objectionable in Asana's sole discretion.

Authorized User Content on the Service. User Content submitted to the Service by Authorized Users is Customer Data, which is owned and controlled by the Customer, in accordance with the Customer Agreement.

Feedback. The Service and the Websites may have certain features that allow you to submit comments, information, and other materials (collectively, "**Feedback**") to Asana, and/or share such Feedback with other users, or the public. If you submit Feedback, Asana may use such Feedback for any purpose without any compensation or obligation to you. We reserve the right to remove any Feedback posted in our public forums for any reason at our sole discretion. Asana acknowledges that the ability to use this Agreement and any Feedback provided as a result of this Agreement in advertising is limited by GSAR 552.203-71.

User Content and Feedback Representations. You represent and warrant that you have all required rights to submit User Content and Feedback without violation or infringement of any third-party rights. You understand that Asana does not control, and is not responsible for, User Content or Feedback, and that by using the Service and/or Websites, you may be exposed to User Content or Feedback from other users that is offensive, indecent, inaccurate, misleading, or otherwise objectionable.

WARRANTIES, DISCLAIMERS AND LIMITATION OF LIABILITY

ASANA WARRANTS THAT THE SERVICE AND WEBSITES WILL, FOR A PERIOD OF SIXTY (60) DAYS FROM THE DATE OF YOUR RECEIPT, PERFORM SUBSTANTIALLY IN ACCORDANCE WITH SERVICE AND WEBSITES WRITTEN MATERIALS ACCOMPANYING IT. IF ANY MATERIAL NON-CONFORMITY TO THE WEBSITES AND SERVICE PERSISTS WITHOUT RELIEF MORE THAN THIRTY (30) DAYS AFTER YOUR WRITTEN NOTICE OF THE NON-CONFORMITY, THEN CUSTOMER WILL HAVE THE TERMINATION AND PRO RATA REFUND RIGHTS AS SPECIFIED IN THE CUSTOMER AGREEMENT.

EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, THE SERVICE AND WEBSITES AND USER CONTENT, WHETHER PROVIDED BY ASANA, ITS LICENSORS, ITS VENDORS OR ITS USERS, AND OTHER INFORMATION ON OR ACCESSIBLE FROM THE SERVICE AND WEBSITES ARE PROVIDED "AS IS" WITHOUT WARRANTY, REPRESENTATION, CONDITION, OR GUARANTEE OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES, REPRESENTATIONS, CONDITIONS OR GUARANTEES OF QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ALL OF WHICH ARE DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. SPECIFICALLY, BUT WITHOUT LIMITATION, ASANA DOES NOT WARRANT THAT: (i) THE INFORMATION AVAILABLE ON THE SERVICE AND WEBSITES IS FREE OF ERRORS; (ii) THE FUNCTIONS OR FEATURES (INCLUDING BUT NOT LIMITED TO MECHANISMS FOR THE DOWNLOADING AND UPLOADING OF USER CONTENT) WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS; (iii) DEFECTS WILL BE CORRECTED, OR (iv) THE SERVICE AND WEBSITES OR THE SERVER(S) THAT MAKE THE SERVICE AND WEBSITES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ASANA DOES NOT WARRANT, ENDORSE, GUARANTEE OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICE AND WEBSITES OR ANY WEBSITE FEATURED OR LINKED TO THROUGH THE SERVICE AND WEBSITES, AND ASANA WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICE AND WEBSITES. ASANA WILL NOT BE LIABLE FOR THE OFFENSIVE OR ILLEGAL CONDUCT OF ANY THIRD PARTY. YOU VOLUNTARILY ASSUME THE RISK OF HARM OR DAMAGE FROM THE FOREGOING. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE AND TO THE FULLEST EXTENT PERMITTED BY LAW.

IN NO EVENT SHALL ASANA OR ITS AFFILIATES, LICENSORS, VENDORS, OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR OTHER REPRESENTATIVES BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, LOSS OF USE, OR COSTS OF OBTAINING SUBSTITUTE GOODS OR SERVICES), ARISING OUT OF OR IN CONNECTION WITH THE SERVICE AND WEBSITES, ANY MATERIALS, INFORMATION, OR RECOMMENDATIONS APPEARING ON THE SERVICE AND WEBSITES, OR ANY LINK PROVIDED ON THE SERVICE AND WEBSITES, WHETHER OR NOT ASANA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER BASED UPON WARRANTY, CONTRACT, TORT, STRICT LIABILITY, VIOLATION OF STATUTE, OR OTHERWISE. THIS EXCLUSION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. ASANA'S AGGREGATE LIABILITY SHALL BE AS SPECIFIED IN THE CUSTOMER AGREEMENT. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

Some countries and U.S. jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages such as above in this section. Accordingly, some of the above limitations may not apply to you.

RESERVED

THIRD-PARTY LINKS, SERVICES AND WEBSITES

The Service and Websites may include information and content provided by third parties, including links to third-party websites, resources, and/or goods and services. Asana is not responsible and will not be liable for any damages or losses caused by or relating to, (i) any content, advertising, products, or other materials on or available from such sites or resources, (ii) the availability of or any errors or omissions in such websites or resources, or (iii) any information handling practices or other business practices of the operators of such sites or resources. Your interactions with such third parties will be governed by the third parties' own terms of service and privacy policies, and any other similar terms.

GENERAL TERMS

Controlling Law. These Terms will be governed by the Federal laws of the United States. To the extent permitted by law, and in accordance with GSA Schedule Contract Clause 552.238-114 Use of Federal Supply Schedule Contracts by Non-Federal Entities (May 2019), the laws of the State of California including its choice of law rules will apply in the absence of applicable federal law. The forum to resolve claims and disputes will be determined in accordance with federal law. This paragraph does not override those laws.

No Waiver. The failure of Asana to exercise or enforce any right or remedy in these Terms does not waive that right or remedy. If any provision of these Terms is found to be invalid or

unenforceable, the parties agree that the court should endeavor to give effect, to the maximum extent permitted by law, to the parties' intentions as reflected in the provision, and the other provisions of these Terms will remain in full force and effect.

Third-Party Beneficiaries. You agree that, except as otherwise expressly provided in these Terms, there shall be no third-party beneficiaries to these Terms.

Entire Agreement. These Terms (and all terms and conditions incorporated herein) constitute the entire agreement between you and Asana, and supersede any prior agreements between you and Asana on the subject matter. To the extent of any conflict or inconsistency between the provisions in these Terms and any other terms or resources referenced in these Terms, the terms contained directly in these Terms will first prevail; provided, however, that if there is a conflict or inconsistency between an applicable Customer Agreement and these Terms, the terms of the Customer Agreement will first prevail, followed by the provisions in these Terms, and then followed by the pages referenced in these Terms (e.g., the Privacy Statement). The applicable Customer will be responsible for notifying Authorized Users of those conflicts or inconsistencies and until such time the terms set forth herein will be binding.

Miscellaneous. These Terms, and any rights or licenses granted hereunder, may not be assigned or delegated by you. These Terms, and any rights or licenses granted hereunder, may be assigned or delegated by Asana in accordance with the provisions et forth at FAR 42.1204. These Terms bind and inure to the benefit of each party and the party's successors and permitted assigns. These Terms may not be modified by an oral statement by a representative of Asana. No agency, partnership, joint venture or employee-employer relationship is intended or created by these Terms. You agree that any agreements made by and between you and us in electronic form are as legally binding as if made in physical written form. If you are using the Service and Websites for or on behalf of the U.S. government, your license rights do not exceed those granted to non-government consumers. The section titles in these Terms are for convenience only and have no legal or contractual effect. Any provision of these Terms that by its nature is reasonably intended to survive beyond its termination or expiration shall survive. Notwithstanding the generality of the foregoing, the following sections shall survive any termination or expiration of these Terms: "A Few Initial Matters," "How These Terms Apply; Users and Customers," "Proprietary Rights," "User Content and Feedback," "Warranties, Disclaimers, and Limitations of Liability," "Indemnification," and "General Terms."

Notices. We may deliver notice to you by email, posting a notice on the Service and Websites or any other method we choose and such notice will be effective on dispatch. If you give notice to us, it will be effective when received and you must use the following physical or email address: (1) Asana, Inc. 633 Folsom Street, San Francisco, CA 94107; or (2) legal@asana.com.

QUESTIONS

If you have any questions about these Terms, please contact us at terms-questions@asana.com.

EXHIBIT A

PRIVACY STATEMENT

UPDATED: DECEMBER 20, 2023 | EFFECTIVE: JANUARY 1, 2024

Asana is a work management platform that provides teams with the tools to orchestrate their work.

At Asana, our mission is your mission. We're committed to protecting your privacy rights, so you can focus on the work that matters most to your business — with peace of mind.

This Privacy Statement describes how Asana processes your information and explains the choices available to you with respect to your information. To learn more about Asana's commitment to your privacy, please read our Privacy Commitment.

If you have any questions or concerns about how Asana processes your information or about this Privacy Statement, you can email us any time at privacy@asana.com. Additionally, if you're looking to exercise your privacy rights, you can do so here.

What's Changing With This Update

We updated our Privacy Statement to include information about relevant privacy and data protection laws and our business practices.

It's important to us that you're able to clearly understand how we process your information and what rights you have under privacy and data protection laws. We welcome any questions, concerns, or feedback you may have about the updates to this Privacy Statement.

You can view the previous versions of this Privacy Statement in the section titled Previous Privacy Statements.

Table of Contents

Our Relationship with You

In situations where our users are subject to our [Subscriber Agreement](#), Enterprise Master Services Agreement, or other Master Services Agreement to use Asana's services, Asana is the processor/service provider (a provider that processes personal data on behalf of or at the direction of a controller, or other similar designation under the law) and our customer (usually a company or organization) is the controller/business (the entity that decides how and why information is processed) of the information provided to Asana via their use of Asana. In all other cases, Asana is the controller of the information.

For example, if you create an account with

- your corporate email address, your company is the controller of your Asana domain and the information stored in it.
- a free email domain (like gmail.com) or personal email account, Asana is the controller.

Asana can be used by companies or by individual users:

If you're using Asana through your company, educational institution, or with your company email address, your company or educational institution's own Asana administrator is responsible for the accounts associated with that company or institution and can: restrict, suspend, or terminate your access to or ability to use the services, access information about you, access or retain information stored with us (including your workspace content and log data about your use of Asana), and restrict your ability to edit, restrict, modify, or delete information associated with your use of our products and services.

Information We Process

Asana processes information we receive directly from you, automatically collected when you use Asana or visit one of our websites, and collected by Asana from third parties. However, please note that this Privacy Statement does not apply to the processing of your information by third parties through your use of any third-party integrations available via our services. Please visit those third-party websites directly for more information on their privacy and data protection practices.

Information Asana Receives Directly From You

Information needed to create an account

This includes information that is needed for Asana to create an account for you and manage your ability to log in and out of Asana:

- Identifiers, including first and last name and email address
- Your password for Asana (hashed) - unique, long, and strong, please
- Information related to a third-party authentication identity provider, (e.g., Google Authenticator

If you upgrade your account to a paid account, Asana may collect:

- Billing information, including name, address, and telephone number
- Financial information, including as credit card information or bank account information collected by our payment processors on our behalf
- Information about your chosen Asana plan

Information you provide to us through your use of Asana

- Information you provide in goals, portfolios, projects, messages, tasks, and other features of AsanaInformation uploaded to Asana, such as attachments
- Information from emails you forward to x@mail.asana.com
- Profile photo and other information you provide to describe yourself, which we only collect if you do choose to provide it, such as your gender pronouns
- Video and audio recordings, and transcripts of those recordings, if you use video messaging
- Professional or employment information, which may include your title or role at your company if you elect to provide this information
-
- Any other information you choose to provide while using Asana that identifies or can be reasonably associated with you

Other information you may provide to us when you interact with Asana in other ways

If you directly interact with Asana staff, such as our sales, user research, or user operations groups, or if you become an [Asana Ambassador](#), or if you participate in research conducted by [Asana's Work Innovation Lab](#), Asana may process the following information voluntarily provided by you:

- Your requests, questions, and responses to us via forms, or email, or other means
- Information you provide in connection with Asana sweepstakes, contests, or research studies, if you choose to participate
- Information to verify your identity
- Geographic information, such as region and country
- Social media information
- Your date of birth
- Biometric information associated with call recordings, with your consent in accordance with applicable law

Information automatically processed when you visit our websites or use our mobile or desktop app

Information related to your use of Asana and our websites

We may also collect the following:

- Metadata and inference information related to your use of Asana, our websites, and third-party integrations to better understand the way you work in Asana. We may log the actions you take as you use Asana, including but not limited, to the number of Asana workspaces you work in, the number of tasks you are assigned, what tasks or other features you view, when you delete a task or comment, the features and embedded content you interact with, the types of files you transmit, and what, if any, third-party integrations you use.
- Internet network activity, cookies, and similar tracking technologies, including data our servers automatically record, including your web request, IP address, browser type and settings, referring/exit pages and URLs, number of clicks, date and time stamp information, language preferences, and other such information. Please visit our Cookies Notice for more information about the types of information we collect via cookies, including information about advertising and analytics, and how we use it. To manage your cookies settings, you can adjust them in our Cookies Preference Center here: Manage settings
- Information collected as a result of participation in beta testing, such as error reports or feedback provided by you
- Information about how you interact with our marketing websites, like asana.com, such as where you click, how long you visit a page, your scrolling, mouse hovers, and other data to help us better understand your experience and provide you with the best user experience
- Device information and activity when you use Asana via a mobile device, including the type of device you are using, device IDs, operating system version, and mobile network information to ensure that we are serving you the correct version of our application
- Derived device geolocation information, including approximate geographic location inferred from an IP address

Information Asana Receives from Other Sources

Sometimes Asana receives your information from third parties (other individuals, marketing services, third-party integrations), which may include

- Information processed from third-party integrations you set up with Asana. For example, a third-party integration may give us access to information stored in that third party that Asana will process to facilitate the integration
- Name, email, and business contact information

- Information about you provided to us from other individuals or users of Asana

How We Use Your Information

Asana uses your information to operate our products and services, communicate with you, process transactions when you change Asana plans, for security and fraud prevention, and to comply with the law. Specifically, we may process your information to:

Provide services to you and operate our business

- Maintain, provide, and improve our products and services
- Suggest Asana Help Center articles that may be relevant to you
- Help us better understand user interests and needs, and customize Asana for you
- Analyze and research how you interact with our websites and applications
- Protect Asana and you, for example:
    - Securing our systems and products against fraud or unauthorized activity
    - Identifying, troubleshooting, and fixing bugs and errors
    - Complying with global laws and regulations
- Investigate in good faith alleged violations of our User Terms of Service
- Comply in good faith with a valid legal subpoena, request, or other lawful process that meets the requirements of our Law Enforcement Guidelines or that we otherwise determine is necessary to respond to
- If you use Asana as part of an organization, company, or academic institution, Asana will process your information as required by our contract with your organization or academic institution. Those contractual terms may differ from, and, in the event of a conflict, take precedence over, the uses described in this Privacy Statement.

In addition, we use information about your use of Asana, account information (which may include your email address and name), and information related to third-party integrations to:

- Communicate with you:
    - About Asana by phone, text, email, or chat
    - To provide important notices and updates, product changes, and other necessary notices such as security and fraud alerts
    - To market Asana services to you. via email, phone, and mail. You have the ability to unsubscribe from promotional marketing communications at any time
- Advertise Asana to you
- Facilitate reporting and analyze performance of the Asana platform or features available in Asana
- Provide webinars or public presentations

- Demonstrate Asana or provide you access to a demo Asana instance
- Process your information at your direction
- Provide cross-device management of your account. For example, we may locate or try to locate the same unique users across multiple browsers or devices (such as smartphones or tablets), or work with service providers that do this, in order to save your preferences across devices and analyze usage of our products and services. If you wish to opt out of Google's ability to locate you across devices in this way, you may install the Google Analytics Opt-out Browser Add-on by clicking here.

Provide you with support and get your feedback

- Respond to your requests for information
- Help identify and troubleshoot any issues with your account and answer your questions
- Resolve support requests
- Provide you with reports about usage
- Survey your opinions through surveys, research studies, and questionnaires

Combined Information

Unless otherwise prohibited by law, we may combine the information that we collect through your use of our products and services with information that we receive from other sources, both online and offline, and use that combined information as set out above.

Aggregated and de-identified data

We may aggregate and/or de-identify information related to your use of Asana (for example, how many tasks or projects you created) so that such information can no longer be linked to you or your device. We may use such aggregated and de-identified data for any purpose, including but not limited to, research and marketing purposes and may also disclose such data to any third parties, including advertisers, promotional partners, sponsors, event promoters, and/or others.

Artificial Intelligence and Machine Learning

Some features in Asana are powered by artificial intelligence (AI) and machine learning. Admins and super admins can adjust AI preferences for your domain at any time by visiting the admin console.

When features powered by Asana AI are enabled in your domain, we use metadata related to your domain's use of Asana to train machine learning models. Depending on the model and the feature, these machine learning models power features, both in your domain and other Asana domains.

When features powered by AI Partners are enabled in your domain, we leverage third-party LLM service providers. Our third-party LLM service providers do not use customer data to train their models.

For more information about AI in Asana, please review Asana AI features and admin controls.

Asana may use AI technologies, including bots on our websites and in our product, to communicate with you, respond to your comments and questions, and provide information about our products and services. Learn more by visiting Asana's Trust Center.

Legal bases for processing

For more information about the legal bases Asana relies on to process your information, please visit Other Important Information.

How We Disclose Your Information

We need to disclose the information we collect about you to make our products and services run smoothly and to operate our business under the following conditions:

- **Service providers and subprocessors.** We may provide access or disclose your information to select third parties that use the information on our behalf to assist in providing Asana's services, website, and features. These third parties provide a variety of services to us, including without limitation sales, marketing, provision of content and features, artificial intelligence enabled functionality, advertising, analytics, research, data storage, security, fraud prevention, and other services. You can find a list of our subprocessors here.
- **Advertising partners.** We may also provide information collected when you visit an Asana website (which may include email addresses) to service providers, who may "match" this information in de-identified form to cookies (or mobile ad identifiers) and other proprietary IDs, in order to provide you with more relevant Asana ads when you visit other websites. Our advertising partners may also use cookies and similar technologies on our website to display more relevant advertising about Asana on other websites that you visit. Please see our Cookies Notice for more information about how we use targeting cookies and your options for managing them.
- **Because you ask us to disclose.** We may disclose your information to third parties when you ask us to do so. This includes when you connect Asana with other tools via our available integrations.
- **Consistent with your settings within our products and services.** Please note that the information you submit through and post to Asana may be viewable by other users in

your workspace, team, division, or organization, depending on the specific settings you have selected and if an organization has been created for your domain.

- **Affiliates and subsidiaries.** We may disclose the information we collect within the Asana family of companies to provide Asana's services to you. A list of our affiliates can be found [here](#).
- **Business transfers.** If the ownership of all or substantially all of our business changes, or all or some of our assets are sold as part of a bankruptcy or other proceeding, we may transfer your information to the new owner so that the services can continue to operate. In such case, your information would remain subject to the promises and commitments contained in this Privacy Statement until the acquiring party updates it. If such transfer is subject to additional mandatory restrictions under applicable laws or agreements, Asana will comply with those restrictions.
- **Compliance with legal obligations.** To comply in good faith with a valid legal subpoena, request, or other lawful process that meets the requirements of our [Law Enforcement Guidelines](#). We will notify individuals or customers of that request unless: we are prohibited from doing so by law or court order; or there are exceptional circumstances, such as an emergency involving the risk of bodily injury or death to a person or group of people or potential harm to minors.
- **Your company's own Asana account administrator (if you have one).** If you're using Asana in connection with an organization, academic institution, or company domain, your company's own Asana account administrator can export data associated with the domain they manage if they have a subscription plan that allows them to do so.
- **Public Forums.** Our public forums, such as the Asana community forum, make it possible for you to upload and post comments or feedback publicly with other users. Any information that you submit through such public forums is not confidential and Asana may use it for any purpose (including in testimonials or other Asana marketing materials). Any information you post openly in these ways will be available to the public at large and potentially accessible through third-party search engines. Such information can be read, collected and/or used by other users and could be used to send you unsolicited messages.

We use and disclose the categories of information we collect from and about you consistent with the various business purposes we discuss throughout this Privacy Statement. We do not disclose your information to third parties for their own direct marketing purposes. For more information, see our [Privacy Commitment](#).

Protection, Storage, Transfer and Retention of Your Information

Security

Asana takes technical and organizational measures to protect your information against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access. However, no method of transmission over the Internet and no means of electronic or physical storage is absolutely secure, so we cannot ensure or warrant the security of that information. We are constantly updating and improving our safeguards and you can read up to date information about our security practices by visiting our Trust page.

Storage

When you use Asana, some information about you will be stored in the United States. For more information about our EU data storage options, please visit our Trust page.

Transfer of your information out of EEA, UK, Switzerland, and Japan

When you use our products and services, information about you will be transferred to the United States where the majority of Asana's data processing occurs. We may also transfer information that we collect about you to third party processors across borders from your country or jurisdiction to other countries or jurisdictions around the world.

EU-US Data Privacy Framework program, the UK Extension to the EU-US DPF, and the Swiss-US Data Privacy Framework

Asana complies with the EU-US Data Privacy Framework program (EU-US DPF), the UK Extension to the EU-US DPF, and the Swiss-US Data Privacy Framework program (Swiss-US DPF) as set forth by the US Department of Commerce. Asana has certified to the US Department of Commerce that it adheres to the EU-US Data Privacy Framework Principles (EU-US DPF Principles) with regard to the processing of personal data received from the European Union in reliance on the EU-US DPF and from the United Kingdom (and Gibraltar) in reliance on the UK Extension to the EU-US DPF. Asana has certified to the US Department of Commerce that it adheres to the Swiss-US Data Privacy Framework program Principles (Swiss-US DPF Principles) with regard to the processing of personal data received from Switzerland in reliance on the Swiss-US DPF.

In compliance with the EU-US DPF, the UK Extension to the EU-US DPF, and the Swiss-US DPF, Asana commits to refer unresolved complaints concerning our handling of personal data received in reliance on the EU-US DPF, the UK Extension to the EU-US DPF, and the Swiss-US DPF to BBB National Programs, an alternative dispute resolution provider based in the United States. If you do not receive timely acknowledgment of your DPF Principles-related complaint from us, or if we have not addressed your DPF Principles-related complaint to your satisfaction, please visit please visit the BBB National Programs Dispute Resolution Process web site at https://bbbprograms.org/programs/all-programs/dpf-consumers/ProcessForConsumers for more information or to file a complaint. The services of BBB National Programs are provided at no cost to you.

Please note that if your complaint is not resolved through these channels, under limited circumstances, a binding arbitration option may be available as set forth in Annex I of the DPF Principles. Asana is subject to the investigatory and enforcement powers of the Federal Trade Commission (FTC) with respect to its compliance with the provisions of the EU-US DPF, the UK Extension to the EU-US DPF, and the Swiss-US DPF.

Asana will take reasonable and appropriate steps necessary to ensure that any third party who is acting as a "data processor" under EU, UK, and Swiss terminology is processing the personal data we entrust to them in a manner that is consistent with the DPF Principles. Asana is potentially liable in cases of onward transfer to third parties of data of EU, UK, and Swiss individuals received pursuant to the EU-US DPF, the UK Extension to the EU-US DPF, and the Swiss-US DPF, respectively.

If there is any conflict between the terms in this privacy statement and the EU-US DPF Principles and/or the Swiss-US DPF Principles, the Principles shall govern.

To learn more about the Data Privacy Framework (DPF) program, and to view our certification, please visit https://www.dataprivacyframework.gov/.

If the EU-US DPF, the UK Extension to the EU-US DPF, and the Swiss-US DPF do not apply, Asana relies on other data transfer mechanisms to transfer personal data outside the EEA, the UK, and Switzerland, such as Standard Contractual Clauses.

Data Retention

We will retain your information for the period necessary to fulfill the purposes outlined in this Privacy Statement, to make our products and services available to you, or as instructed by you, unless a longer retention period is required or permitted by law.

Other Important Information

Use by children under 16

If you are under the age of 16, you may not have an Asana account or use Asana's products or services. We do not knowingly process any information from, or direct any of our products or services to, children under the age of 16.

Marketing Practices and Choices

If you receive email from us, we may use certain analytics tools, such as clear GIFs that capture data about your interaction with the email, which may include the date and time when you opened our email and whether you clicked on any links or banners within our emails. This data allows us to gauge the effectiveness of our communications and marketing campaigns.

You may instruct us not to use your contact information to contact you by email, postal mail, or phone regarding products, services, promotions, and special events that might appeal to your interests by contacting us via the methods listed in the Contact Us and Privacy Questions section. In promotional marketing commercial email messages, you can also opt out by following the instructions located at the bottom of such emails or contact us at privacy@asana.com.

Please note that, regardless of your request, we may still use and disclose certain information as permitted by this Privacy Statement or as required by applicable law. For example, you may not opt out of certain transactional, operational, or service-related emails, including those reflecting our relationship or transactions with you.

Global Privacy Control and Do Not Track

Where required, Asana honors the Global Privacy Control (GPC) signal.

Do Not Track is a privacy preference that users can set in certain web browsers. We are committed to providing you with meaningful choices about the information collected on our websites for third party purposes, and that is why we provide the ability to opt out, if needed, and adjust your cookies preferences. We do not currently recognize or respond to browser-initiated DNT signals. To learn more about Do Not Track, you can do so here.

Please note that Do Not Track is a different functionality from the browser-based Global Privacy Control signal, which Asana does honor. For more information about how Asana uses cookies and similar tracking technologies, visit our Cookies Notice.

Legal Bases for Processing Your Information

The laws in some jurisdictions require us to inform you of our legal bases for processing your information. Our legal bases for collecting and using your information described above will depend on the particular type of information and the specific context in which we collect it. However, some examples of legal bases for processing that we rely on:

- Where use of your information is necessary to perform our obligations under a contract with you (for example, to comply with the User Terms of Service which you accept by using Asana's services or to fulfill the terms of a contract signed with companies)
- Where use of your information is necessary for our legitimate interests or the legitimate interests of others (for example, to provide security, operate our products and services, prevent fraud, analyze use of and improve our products and services, and for similar purposes)
- Where use of your information is necessary to comply with a legal obligation (for example, to comply with our legal obligations to collect and store tax or invoice information for a certain period of time)
- Where we have your consent to process data in a certain way

Your Privacy Rights

Your Privacy Rights

Asana users from around the world use our products to bring clarity to their work. Regardless of what country you're located in, we respect your ability to know, access, correct, export, restrict the processing of, and delete your information, and have extended those rights globally. We will not discriminate against you for exercising your privacy rights.

Information about your rights

Upon your request, and subject to applicable legal exceptions, we will:

- provide access to and/or a copy of certain information we hold about you
- provide you with information about categories of information we collect or disclose about you, the categories of sources of such information, the business or commercial purpose for collecting your information, and the categories of third parties to which we disclose your information. For your convenience and so you don't have to request it, we've included that information in this Privacy Statement.
- prevent the processing of your information for promotional purposes (including any direct marketing processing based on profiling)
- update information which is out of date or incorrect
- delete certain information which we have about you
- restrict the way that we process and disclose some of your information
- transfer your information to a third party provider of services
- revoke your consent for the processing of your information

If you request these rights, we will need to verify your identity and may need to verify your relationship with Asana (for example, if you're an administrator of an Asana organization, division, or workspace and you're making a request on behalf of another individual) for security and to prevent fraud. You may be able to designate an authorized agent to make requests on your behalf. In order for an authorized agent to be verified, the authorized agent must present signed, written permission to make such requests or a power of attorney. We may also contact you to verify your identity before processing the authorized agent's request.

We may take additional steps to verify that you are authorized to make the request. If you are an end user of Asana's services and not a direct customer of Asana (for example, your company uses Asana and you're an employee or authorized representative of that company), you should direct requests relating to your information to the administrator of your company's Asana account. We will redirect you to your administrator or notify the administrator directly. To exercise your privacy rights, please make a request by filling out this form.

Please note, however, that certain information may be exempt from such requests in some circumstances (for example, if we need to keep processing your information for our legitimate interests or to comply with a legal obligation). Depending on applicable law, you may have the right to appeal our decision to deny your request. If we deny your request, we will provide you with information on how to appeal the decision, if applicable, in our communications with you.

Right to manage cookies preferences and opt out of targeted advertising

As explained in detail in our Cookies Notice, we provide information about your device and online browsing activities to third-party advertising providers for targeted online advertising purposes, so that we can provide you with more relevant and tailored ads regarding our services.

If you would like to opt out of our online disclosure of your information through cookie and pixel technology, please click here: Manage settings or enable Global Privacy Control within your browser.

Privacy Information for California Residents

Categories of information collected and disclosed

If you are a California resident, you have certain rights under the California Consumer Privacy Act (CCPA), and we want to provide you with the following additional information about the purpose for which we use each category of personal information we collect (as defined by CCPA), the categories of third parties to which we disclose personal information for a business purpose or for cross-context behavioral advertising, which includes our use of third-party analytics services and online advertising services. These are described in detail in our Cookies Notice and may result in the disclosure of online identifiers (e.g., cookie data, IP addresses, device identifiers, and usage information).

Specifically, your contact information (including email) or internet network and device information (including cookie data and IP address) may be disclosed to online advertising and analytics partners.

For more information about each category of personal information, purpose of use, and third parties to which we disclose personal information, please see the Information We Process, How We Use Your Information, and How We Disclose Your Information sections of our Privacy Statement.

Your choices regarding online advertising and related activities

You have the right to opt out of the disclosure of your personal information for purposes of online cross-context behavioral advertising and related activities and can do so by clicking here: Manage settings or enabling Global Privacy Control within your browser.

Other CCPA rights

We do not offer any financial incentives in exchange for your personal information. If we ever do, we will provide you with additional disclosures regarding those incentives at the time they are offered.

The CCPA also allows you to limit the use or disclosure of your sensitive personal information (as defined in the CCPA) if your sensitive personal information is used for certain purposes. Please note that we do not use or disclose sensitive personal information other than for business purposes for which you cannot opt out under the CCPA.

Please see the Your Privacy Rights section of our Privacy Statement above for information about the additional rights you have with respect to your personal information under California law and how to exercise them.

Retention of your personal information

Please see information under Data Retention in the Protection, Storage, Transfer and Retention of Your Information section of our Privacy Statement.

California "Shine the Light" disclosure

The California "Shine the Light" law gives residents of California the right under certain circumstances to opt out of the disclosure of certain categories of personal information (as defined in the Shine the Light law) with third parties for their direct marketing purposes, or in the alternative, that we provide a cost-free means for consumers to opt out of any such disclosure. We do not currently disclose your personal information to third parties for their own direct marketing purposes.

Nevada rights

Under Nevada law, certain Nevada consumers may opt out of the sale of information about you. We do not sell your data in accordance with Nevada Senate Bill 220. However, if you are a Nevada resident you may submit a request to opt out of any potential future sales under Nevada law by completing Asana's Nevada Opt-Out Form. Please note, if needed, we may take reasonable steps to verify your identity and the authenticity of the request.

Changes To Our Privacy Statement

We will update this Privacy Statement to make sure it accurately reflects our data collection and use practices, our amazing features, advances in technology, or as applicable laws require. We will comply with applicable legal requirements regarding providing you with notice and/or consent when we make such changes, depending on the type of change made. We also provide information about how our Privacy Statement has changed over time below.

Contact Us and Privacy Questions

Asana is located at 633 Folsom Street, Suite 100, San Francisco, CA, 94107-3600. If you wish to contact us or if you have any questions about or complaints in relation to this notice, please contact us at privacy@asana.com. To contact our Data Protection Officer, please email dpo@asana.com.

Previous Privacy Statements

January 1, 2020

December 15, 2021

January 1, 2023

October 11, 2023

October 27, 2023

Service Level Addendum

Effective Date: February 1, 2023

1. Service Availability Level. Asana will maintain a target Service Availability Level of 99.9% during each Asana Fiscal Quarter.

The following definitions apply to Asana's Service Availability Level obligations:

a. "Asana Fiscal Quarter" means any one of the following three-month periods: (i) February 1 through April 30, (ii) May 1 through July 31, (iii) August 1 through October 31, and (iv) November 1 through January 31.

b. "Downtime" means the time in minutes that the Service is not available to Customer. Downtime excludes beta, trial, proof of concept, and "sandbox" versions of the Service or periods when the Service may not be available due to: (i) Service Maintenance; (ii) a failure or defect arising out of Third Party Services; or (iii) Asana's failure to fulfill its obligations due to causes beyond its control. Asana measures Downtime based on server-side error rate.

c. "Service Availability Level" means the percentage of total possible minutes the Service was available to Customer during an Asana Fiscal Quarter and is calculated according to the following formula:

[(total minutes in Asana Fiscal Quarter – Downtime) / total minutes in Asana Fiscal Quarter]

d. "Service Maintenance" means the time (in minutes) that the Service is not accessible due to the maintenance, repairs, improvements, changes, and upgrading of the software and hardware used by Asana to provide the Service. Service Maintenance includes scheduled maintenance and unscheduled, emergency maintenance requiring prompt action to protect the integrity and/or security of Customer Data or the Service. Asana will use commercially reasonable efforts to provide Customer with at least three (3) days prior written notice of any scheduled maintenance and at least sixty (60) minutes' advance notice for any unscheduled, emergency maintenance. Service Maintenance will not exceed 360 minutes per Asana Fiscal Quarter and Asana will use commercially reasonable efforts to perform such Service Maintenance between the hours of 7:00 PM and 4:00 AM (Pacific Time).

2. Customer Support Response Time. Asana provides 24/7 English support and will respond to Customer support inquiries filed via https://asana.com/support within two (2) business hours of receipt of such inquiry (excluding US, Ireland, and Australia holidays). Asana's ability to provide support depends on Customer's provision of an email address affiliated with their Asana account in the support inquiry form when they submit their inquiry, Customer's compliance with the Agreement, Customer's provision of accurate and detailed information sufficient for Asana to reproduce the reported error, and Customer's response to Asana communications in a timely manner. Asana is not obligated to provide support for issues related to network unavailability due to reasons beyond its control such as emergency updates to address security, privacy, legal, regulatory, or third party hardware or software issues not reasonably foreseeable by Asana or within Asana's control. Asana is also not responsible for configuring or diagnosing problems in any other part of Customer's technical infrastructure. Asana reserves the right to update its support policies from time to time, provided that no such update will materially and adversely diminish Customer's rights to support as provided in this Addendum. Professional Services or other requests for assistance in deploying or enabling the Service are not included within the scope of Asana's support under the Agreement.

Asana Product-Specific Terms

LAST UPDATED: October 14, 2024

These Asana Product-Specific Terms ("**Product-Specific Terms**") form part of the Asana [Subscriber Terms](#) or other existing customer agreement between Asana and Customer applicable to use of the Asana Service (the "**Agreement**") and apply only to the extent Customer uses the applicable feature or product identified below. All capitalized terms not defined in these Product-Specific Terms have the meanings given to them in the Agreement. In the event of any conflict between these Product-Specific Terms and the Agreement, these Product-Specific Terms control.

Asana AI

Pursuant to the terms below, Asana grants Customer a non-exclusive, revocable, non-transferable, limited right to access and use Asana AI in accordance with the Agreement.

1. **Asana AI.** As used herein, "**Asana AI**" means Asana features and functionality of the Service made available to Customer that use artificial intelligence and/or machine learning ("**AI/ML**"), as further described in the Documentation; "**Input**" means any prompt, data, text, or other similar content Customer or any End User submits to the Service to be processed by Asana AI; and "**Output**" means any data, text or similar content generated by Asana AI and returned to Customer or an End User, as applicable, based on Input.
2. **Ownership.** Customer Data includes Input and Output. As between the parties and to the extent permitted by applicable law, Customer retains all right, title, and interest in Input and Output. Asana retains all right, title, and interest in Asana AI (including improvements and enhancements to Asana AI, along with new products and features).
3. **AI Limitations; Disclaimer.** Asana AI uses AI/ML, which generates predictions based on patterns in data. Customer acknowledges the probabilistic nature of AI/ML, and Customer is responsible for evaluating Asana AI and Output for accuracy and suitability for Customer's use case(s), including, without limitation, by testing, obtaining any relevant approval(s), and employing appropriate human oversight. Asana makes no warranty regarding the accuracy, completeness, or reliability of the Output and disclaims liability for Customer's use of Output or any omissions or errors therein.
4. **Obligations.** Neither Customer nor its End Users may represent that Output was human-generated. Customer will use Asana AI consistent with any restrictions and obligations applicable to its use of the Service as set forth in the Agreement. Asana uses technology provided by its third-party AI partners in Asana AI; Customer's use of Asana AI will comply with the applicable third-party AI partner terms and policies available [here](#), which are incorporated herein by reference.
5. **Improving Asana AI.** Customer's use of Asana AI does not grant Asana any right or license to use or share Customer Data in a manner that is inconsistent with the Agreement, unless otherwise agreed by Customer. For purposes of clarity, Asana does not use or

permit third-party AI partners to use Customer Data to train generative artificial intelligence models used to provide Asana AI.

6. **Beta AI Services.** Customer may be provided with access to beta, trial, proof of concept, or sandbox versions of Asana AI features ("**AI Beta Services**"). Customer acknowledges and understands that its use of the AI Beta Services is not required and is at Customer's own risk. AI Beta Services are made available on an "as is" basis without warranties of any kind, may be discontinued or modified at any time, and may be subject to other terms.

Asana Gov Services

The following terms apply to purchases of Asana Gov Services.

1. **Asana Gov Services**. For SaaS Services provisioned in a FedRAMP authorized environment ("Asana Gov Services"), Customer acknowledges that Asana Gov Services will only meet the standards of an authorized FedRAMP service if Customer complies with the security controls set out in the "FedRAMP Customer Responsibility Matrix (CRM)," available from Asana upon request. The CRM will be considered Asana Confidential Information and subject to the confidentiality terms in the Agreement. Customer is responsible for performing its own risk analysis and monitoring the Customer Data that is processed by the Asana Gov Services. The Asana Gov Services may not be used to process or store classified data.

Asana Data Security Standards

Last updated: Jan 4, 2023

The following describes Asana's security standards with respect to the administrative, technical, and physical controls applicable to the Service. Capitalized terms shall have the meaning assigned to them in the Agreement unless otherwise defined herein.

1. **Security Program**

   1.1. <u>**Security Program**</u>. Asana will implement and maintain a risk-based information security program that includes administrative, technical, and organizational safeguards designed to protect the confidentiality, integrity, and availability of Customer Data.

   1.2. <u>**Security Framework**</u>. The information security framework will be based on the ISO 27001 Information Security Management System and will cover the following areas: security risk management, policies and procedures, security incident management, access controls, vulnerability management, physical security, operational security, corporate security, infrastructure security, product security, business continuity disaster recovery, personnel security, security compliance, and vendor security.

   1.3. <u>**Security Organization**</u>. Asana will have a dedicated security team responsible for implementing, maintaining, monitoring, and enforcing security safeguards aligned with the information security management system.

2. **Security Assessments, Certifications, and Attestations**

   2.1. <u>**Security Program Monitoring**</u>. Asana performs periodic assessments to monitor its information security program to identify risks and ensure controls are operating effectively by performing penetration tests, internal audits, and risk assessments.

   2.2. <u>**Audits**</u>. Asana will engage qualified external auditors to perform assessments of its information security program against the SOC 2 AICPA Trust Services Criteria for Security, Availability, and Confidentiality, and the following standards ISO/IEC 27001:2013, ISO/IEC 27017:2015, ISO/IEC 27018:2019, ISO/IEC 27701:2019. Assessments will be conducted annually and will result in a SOC 2 Type 2 report and evidence of the aforementioned ISO certifications that will be made available to the Customer pursuant to Section 2.5.

   2.3. <u>**Penetration Tests**</u>. Asana will engage a qualified third-party to perform penetration tests covering the scope of the services at least annually. Asana will make available to its customers an executive summary of the most recently completed penetration test pursuant to Section 2.5.

   2.4. <u>**Bug Bounty Program**</u>. Asana must maintain a bug bounty program that enables independent security researchers to report security threats and vulnerabilities on an ongoing basis. Identified findings must be addressed and mitigated based on risk and within a timely manner.

   2.5. <u>**Security Artifacts**</u>. Asana will make available to customer security artifacts that demonstrate its compliance to these data security standards and the frameworks listed in Section 2.2. Artifacts will include the SOC 2 Type 2 Audit Report, ISO certifications listed in Section 2.2, completed industry standard questionnaires, an executive summary of penetration test results, and a summary of the Business Continuity and Disaster Recovery Plan.

   2.6. <u>**Customer Audits**</u>. To the extent that Customer cannot reasonably confirm Asana's compliance of these data security standards with the information provided by Asana, Customer may make a written request to conduct a remote audit at Customer's cost with at least thirty days' notice. The written request must specify the areas that cannot be confirmed through the artifacts made available to Customer. The audit must be conducted during the Subscription Term and the scope must be mutually agreed upon between Customer and Asana prior to the commencement of the audit. The audit must be carried out during regular business hours with minimal disruption to Asana's business operations and will occur no more than once annually.

3. Security Incident Management

3.1. **Security Monitoring.** Asana will monitor its information systems to identify unauthorized access, unexpected behavior, certain attack signatures, and other indicators of a security incident.

3.2. **Incident Response.** Asana will maintain a Security Incident Response Plan that is reviewed and tested at least annually to establish a reasonable and consistent response to security incidents and suspected security incidents involving the accidental or unlawful destruction, loss, theft, alteration, unauthorized disclosure of, or access to, Customer Data transmitted, stored, or otherwise processed by Asana.

3.3. **Incident Notification.** Asana will promptly investigate a Security Incident upon becoming aware of such an incident. To the extent permitted by applicable law, Asana will notify customers of a Security Incident in accordance with its obligations under the Data Processing Addendum. Customer is responsible for providing Asana with updated security contact information in the Admin Console as described here.

4. Security Controls

4.1. **Access Control**

4.1.1. **Restricted Access.** Access to Customer Data is restricted to authorized Asana personnel who are required to access Customer Data to perform functions as part of the delivery of services. Access is granted based on the principle of least privilege and access granted is commensurate with job function. Access to Customer Data must be through unique usernames and passwords and multi-factor authentication must be enabled. Access is disabled within one business day after an employee's termination.

4.1.2. **Passwords.** Asana will maintain a password policy that follows the NIST 800-63b memorized secret password requirements.

4.2. **Application Security**

4.2.1. **SDLC.** Asana will maintain a formal Change Management Policy that ensures security is embedded throughout the software development lifecycle that takes into account the OWASP Top 10 Web Application Security Risks.

4.2.2. **Code Review and Testing.** All changes to code that impact Customer Data will be reviewed and tested prior to being deployed to production.

4.2.3. **Vulnerability Management.** Asana will maintain a vulnerability management program that ensures identified vulnerabilities are prioritized, addressed, and mitigated based on risk. Asana will use commercially reasonable efforts to address critical vulnerabilities within 30 days.

4.2.4. **Third-party Software Dependencies.** Asana must ensure that third-party libraries and components are appropriately managed and that updates are installed in a timely manner when it is determined that there is a potential to affect the security posture of our product.

4.3. **Encryption.** Asana will encrypt Customer Data in transit and at rest using industry-standard encryption algorithms that are appropriate for the mechanism of transfer (e.g. TLS 1.2, AES-256).

4.4. **Availability and Disaster Recovery.** Asana will implement and maintain a documented set of disaster recovery policies and procedures to enable the recovery or continuation of vital technology infrastructure and systems following a disaster. Additionally, Asana will perform annual tests of its disaster recovery plan and will make available a summary of the results to its customers.

4.5. **Backups.** Asana will perform regular backups of Customer Data and ensure that backups have the same protections in place as production databases.

4.6. **Device Security.** Asana devices that access Customer Data must be centrally managed and the following security settings must be enabled: hard drive encryption, local password enabled, and anti-virus and/or anti-malware software must be installed, continuously enabled, and automatically updated.

4.7. **Physical Security.** Asana will ensure that all physical locations that process, store, or transmit Customer Data are located in a secure physical facility. Asana must review third-party security certifications (e.g. SOC 2 Type 2) of its third-party cloud hosting providers on at least an annual basis to ensure that appropriate physical security controls are in place.

4.8. **Vendor Risk Management.** Asana must maintain a formal vendor risk management program that ensures all third-party vendors who have access to Customer Data undergo a risk assessment prior to being onboarded. Vendors with access to customer data must enter into a vendor data processing agreement with Asana to ensure that they are contractually required to protect our information and meet minimum information security and privacy requirements, including reporting of security incidents and breaches.

4.9. **Risk Assessment.** Asana will maintain a risk management program to identify, monitor, and manage risks that may impact the confidentiality, integrity, and availability of Customer Data.

4.10. **Security Training.** Asana will provide its personnel with information security and privacy training upon hire and on at least an annual basis thereafter. Additionally, all employees are required to sign and acknowledge Asana's Information Security and Data Protection policy upon hire.

4.11. **Personnel Security.** Asana will perform background verification checks on employees that have access to Customer Data in accordance with relevant laws, regulations, ethical requirements, and/or accepted local practices for non-US jurisdictions for each individual at least upon initial hire (unless prohibited by law). The level of verification shall be appropriate according to the role of the employee, the sensitivity of the information to be accessed in the course of that person's role, the risks that may arise from misuse of the information, and the accepted local practices in non-US jurisdictions. The following checks shall be performed for each individual at least upon initial hire, unless prohibited by law or inconsistent with accepted local practices for non-US jurisdictions: (i) identity verification and (ii) criminal history.

5. **Updates to Data Security Standards.** Customer acknowledges that Asana may update or modify the Data Security Standards from time to time, provided that such updates and modifications do not degrade or diminish the overall security of the Service.