

License and Service Agreement

Between

AppDynamics LLC ("Company")

303 2nd Street, North Tower, 8th floor

San Francisco CA, 94107

and

Senion Inc. a Delaware corporation ("Senion")

995 Market Street, 2nd Floor

San Francisco, CA 94103

This License and Service Agreement ("Agreement") shall be effective as of the date this Agreement has been fully executed ("Effective Date") by and between Senion and Company. This Agreement supersedes the Professional Services Agreement entered into as of March 6, 2019, between Senion and Company. Under this Agreement, Senion (i) grants to Company the right and license to use Senion IP (as defined in the attached Terms) at particular locations (the "Site(s)"), and (ii) agrees to provide the Services as indicated below.

1. Products and Services Subject to this Agreement

The products and services to be provided by Senion to Company consists of (all prices in USD):

	Name	QTY	Price per user	Discount	Total price
Year 1 3/23/2020 - 3-22-2021	Senion at Work License & Support Under this Agreement, Senion grants Company certain rights to use the Senion at Work application (" <u>Application</u> ") that provides End-Users with functionalities according to Senion's product description. Senion further grants Company certain rights to access and use certain	600	\$120/year		\$72,000

	<p>server-hosted plug-in services of Senion ("<u>Hosted Services</u>") which provides Account Holders with a management system, data analytics, and other Services according to Senion's product description.</p> <p>The license includes on-site support if Senion finds it necessary and also includes replacement batteries for the beacons if needed.</p> <p>Price for maximum 600 user and only for the first year.</p>				
<p>Year 2</p> <p>3/23/2021</p> <p>-</p> <p>3/22/2022</p>	<p>Senion at Work License & Support</p> <p>Same specifications as Year 1 above.</p> <p>Price is for maximum 600 user and from year 2</p>	600	\$120/year		\$72,000
<p>Year 3</p> <p>3/23/2022</p> <p>-</p> <p>3-31-2023</p>	<p>Senion at Work License & Support</p> <p>Same specifications as Year 1 above</p> <p>Price is for maximum 600 user and from year 3</p>	600	\$120/year		\$72,000

Additional users and services can be added to the Senion Platform at any time during the term of this agreement for an incremental annual subscription fee according to the schedule below. Pricing for additional users and services will be prorated for the remainder of the term to co-terminate with the existing agreement.

Additional Senion users can be added based on the below pricing schedule

600 – 1000 Senion Work License Users - \$120 per Authorized User per year

1000+ Senion Work License Users -\$100 per Authorized User per year

2. Payment terms

The license fees for the Senion IP ("Subscription Fee"), specified above shall be paid as follows:

- The Subscription Fee for the right to use the Senion IP, and the Service Fee for the Maintenance and Support invoice are issued at Term commencement.
- The Subscription Fees will be paid per the schedule below.
- Payment to be made sixty days (60 days) upon receipt of invoice.
- Senion to offer 10% discount off pricing if all 3 years are paid upfront

Year	Term	Total	Invoice Issue Date	Payment Terms
1	3/23/20 – 3/22/21	\$72,000	Upon Signature	Net 60
2	3/23/21 – 3/22/22	\$72,000	3/22/21	Net 60
3	3/23/22 – 3/22/23	\$72,000	3/23/22	Net 60

3. Agreed Use

Company' s right to use the Senion IP, is limited to:

- the Target Platform: iOS and Android,
- and the Site: Company' s San Francisco office, 303 2nd Street, North Tower, Floors 6, 7, and 8.

During the Term, the Application may be distributed only to employees of the Company, its parent company, and affiliates ("End-Users"). The Hosted Services may be accessed and used by the IT employees of the Company, its parent company, and affiliates ("Account Holder").

4. Terms and Conditions

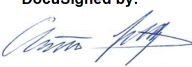
Following March 23, 2020, Company' s license to the Senion IP and right to use the Hosted Services shall be valid for a period of 3 year(s) ("Term").

If this Agreement has not been signed and delivered by and to both parties within thirty days after the date of the first Party' s signature, then this Agreement shall be null and void, and if this Agreement is deemed an offer it shall no longer be valid after such thirty day period.

This Agreement includes and is subject to the attached General Terms and Conditions of License and Service Agreement ("Terms") and Software Support and Maintenance Agreement. Execution of this

Agreement by Senion and Company shall constitute a binding contract between Senion and Company, including the attached Terms, the Software Support and Maintenance Agreement and the Nondisclosure Agreement between the Parties, dated August 8, 2013 (the "NDA").

Senion inc. ("Senion")

DocuSigned by:

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Name: Christian Lundquist

Title: CEO

Signature Date: 3/25/2020

For Notice Purposes:

Hospitalstorget 1

58227 Linköping, Sweden

Ph: +46733503756

Email: info@senion.com

AppDynamics LLC ("Company")

DocuSigned by:

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George Karamanos

Name: _____

General Counsel

Title: _____

3/25/2020

Signature Date: _____

303 2nd Street, North Tower, 8th floor

San Francisco, 94107

Attn: General Counsel

Ph:

Email: legal@appdynamics.com

SENION'S SOFTWARE SUPPORT AND MAINTENANCE AGREEMENT

1. Scope

- 1.1 Subject to an agreement between Senion and Company, Senion has granted Company a right to use the Senion IP at a specific Site, hereinafter referred to as the ("**Agreement**"). The Agreement may also apply to Senion' s provision of Hardware in relation to Company.
- 1.2 Should Senion and Company agree to Senion' s provision of Support Services with regard to the Senion IP, the Application and/or Hardware and a specific Site in relation to Company such Support Services are governed by the terms of this Support and Maintenance Agreement, hereinafter referred to as the ("**Support Agreement**").

2. Definitions

- 2.1 In this Support Agreement the following words and expressions shall have the meanings set out below:
 - 2.1.1 "**Application/s**" means Senion' s computer software products in Object Code format that includes Senion IP and is intended for installation and use by End Users on End Users' Devices including any future Versions and adaptations of the same rightfully made available to End Users through Apple App Store or Google Play;
 - 2.1.2 "**Company**" means the legal entity as defined in the Agreement;
 - 2.1.3 "**Customisation**" means a Company specific modification of the Products or a separate module that interacts with or is used together with the Products in order to achieve agreed Company specific functionality, compatibility, performance or similar and which is agreed upon between the parties subsequent to commencement of the Support Agreement;
 - 2.1.4 "**Device**" means a personal mobile device running iOS or Android operative systems or as otherwise specified in the Agreement;
 - 2.1.5 "**Documentation**" means the written, digital or otherwise submitted technical and user documentation in relation to the Products which is or shall be provided to the Company by Senion and is stored at docs.senion.com, if any;
 - 2.1.6 "**End User**" means an entity or individual that rightfully uses and accesses the Application pursuant to sub-licenses granted according to what is stipulated in the Agreement;
 - 2.1.7 "**Fault/s**" means deviations or fault as the result of the Application and/or Hardware not conforming to the Documentation and, if applicable, any other corresponding document in relation to the performance of the Application and/or Hardware;

- 2.1.8 **"Hardware"** means Senion' s transmitting and/or receiving equipment;
 - 2.1.9 **"Object Code"** means the binary machine-readable version of computer software;
 - 2.1.10 **"Products"** means the Application and/or Hardware where applicable, as specified in the Agreement or as subsequently included by Senion hereunder, but excluding Third Party Products;
 - 2.1.11 **"Confidential Information"** means all technical, financial, commercial or other information or data of a proprietary or confidential nature and identified as such by an appropriate legend or marking;
 - 2.1.12 **"Normal Office Hours"** means Monday – Friday from 08:30 to 16:30 CET (Tuesday 11:30pm -Wednesday 7:30am PST) except on Swedish official holidays set forth in Appendix 1;
 - 2.1.13 **"Support Services"** means the services described in Section 4;
 - 2.1.14 **"Third Party Product(s)"** means any hardware, software or other items, except for the Products, which are owned, sold or otherwise provided by a third party other than Senion and with which the Products interact and/or which the Products require in order to provide its own functionality, including without limitation operating system software;
 - 2.1.15 **"Version"** means the set of functionalities of the Products, represented by a number. An increase on the first number, i.e. 1.0 to 2.0, correspond to a major change in the Products regarding functionality or architecture. An increase on the second number, from i.e. 1.1 to 1.2, means the provision of increased functionality into the Products. An increase on the third number, i.e. 1.1.2 to 1.1.3, means the provision of corrections of certain bugs and malfunction amendments in to the Products.
- 2.2 Other capitalized expressions used in this Support Agreement shall have the meanings respectively assigned to them above or in the Agreement. Words indicating the singular only also include the plural and vice-versa, where the context so requires.
- 3. General Obligations**
- 3.1 The Company shall appoint one or more contact persons who shall be responsible for all contacts with Senion regarding Support Services. The Company shall inform Senion on any changes with regard to the Company' s contacts persons in writing.
 - 3.2 In case of substantial enhancements of or implementation of add-ons to the Products resulting from development work carried out by Senion for the Company, and if the Company has provided written authorization for such development work, and such modifications results in increased costs

for Senion' s provision of Support Services, Senion shall be, with Company' s prior written approval, compensated therefore and/or be entitled to a reasonable amendment of these terms and conditions.

- 3.3 The Company shall provide the necessary interfaces, such as (but not limited to) data-/telecommunication lines and technological connections, which are necessary for Senion to carry out the Support Services hereunder and shall follow the reasonable instructions of Senion for such interfaces or otherwise for remote access to the Products. Remote access services will be supplied by Senion only provided that such interfaces have been arranged for by the Company.

4. Support Services

- 4.1 Senion shall provide support in relation to the Company. Unless otherwise agreed, Senion shall not be obligated to provide any support direct in relation to any of Company' s customers or End Users.

- 4.2 The Support Services shall consist of the following services only:

- 4.2.1 access to a single point of Support Services in accordance with Section 5; and
- 4.2.2 correction of Fault in accordance with Section 7; and
- 4.2.3 new Versions in accordance with Section 9.

- 4.3 Support Services are valid for at the time current Version and does not include Support Services for old Versions. Within the meaning of this provision, a Version shall be deemed as an old Version when the Version in question has been replaced (in the Senion offering) by a new Version.

- 4.4 Senion' s undertakings for Support Services and specified charges do not cover:

- 4.4.1 modifications, enhancements or Customisations of the Products; or
- 4.4.2 Fault caused as a result of alterations or internal adjustments of the Products by the Company in a way which deviates from the Documentation or Senion's instructions; or
- 4.4.3 Fault arising as a result of the Company' s use of the Products in a manner or with equipment or software other than that described in the Documentation or negligence on the part of the Company, its staff or a third party; or
- 4.4.4 Third Party Product or Fault caused by Third Party Product; or
- 4.4.5 On-site support; or
- 4.4.6 services which are outside the scope of the Support Services or otherwise outside the scope of Senion' s obligations hereunder, such as (without limitation) Fault in or caused by other applications or software than those contained in the Products.

5. Single Point of Contact

- 5.1 Senion will provide the Company access to Support Services through a single point of contact which is available by telephone and e-mail during Normal Office Hours. During such time, the Company will be able to report Fault according to what is specified below. In addition, the Company will receive support assistance regarding other problems incurred by End Users in using the Products, which cannot be resolved by means of instructions set out in the Documentation.

6. Reporting of Fault

- 6.1 Fault shall be reported to Senion in writing in accordance with – from time to time – the instructions of Senion. The following information – as applicable – shall be provided by the Company to Senion:

- 6.1.1 a description of the Fault, expected behaviour and description of the configuration and steps taken to reproduce the Fault, if possible; and
- 6.1.2 Product, Version number, Site, and operating system used; and
- 6.1.3 Company, contact person, mail address, e-mail address and telephone numbers; and
- 6.1.4 a suggested classification of the Fault (in accordance with Section 6.2 below).

- 6.2 The following classification will be used to prioritise between different types of Fault. One of the following classes can be used:

- 6.2.1 **Urgent – Class 1 Fault:** A Fault has urgent priority if it results in:

- a) the Products being inoperable; or
- b) the loss of material functionality under normal conditions; or
- c) a serious security risk.

- 6.2.2 **Medium – Class 2 Fault:** A Fault has medium priority if it results in:

- d) reduced functionality due to Fault(s) affecting the overall system; or
- e) degradation of system performance or infrequent interruptions to system availability.

- 6.2.3 **Low – Class 3 Fault:** A Fault has low priority if it results in:

- f) a non-significant effect on the functionality of the Products; or
- g) if Company' s report consists of a question, a comment or a proposal for improvement of the Products.

- 6.3 A receipt for each incident report will be sent to the Company. The receipt will contain an incident report number to be used in all further communication regarding the Fault. Also, either a preliminary confirmation of the Fault classification or a definite alternative Fault classification will be given by Senion for the Fault that has been reported. Senion will provide a response within 24 hours (time counted Monday to Friday) of receipt of incident report to Company, to include Fault classification, estimated time to resolution, dedicated support representative contact information, and path to escalation for Company.
- 6.4 After reporting the Fault, the Company shall give Senion all reasonable assistance in resolving the Fault. For example (without limitations) in case there, in Senion' s reasonable opinion, are needs for technical or other clarifications or information from the Company in order for Senion to be able to resolve the Fault, the Company shall provide Senion with such clarifications and such information without undue delay. In case the Company has not supplied the requested information within four (4) weeks following a request from Senion according to the above, Senion may close the relevant incident report without taking any further actions.

7. Correction of Fault

7.1 Senion shall correct Fault as follows:

- 7.1.1 For Class 1 Fault, Senion will allocate resources to work continuously during and outside Normal Office Hours to resolve the Fault or to bring the Fault to a low priority status without undue delay.
- 7.1.2 For Class 2 Fault, Senion will allocate resources to work continuously during Normal Office Hours to resolve the Fault or to bring the Fault to a low priority status without undue delay.
- 7.1.3 For Class 3 Fault, Senion will rectify the Fault under application of its normal software update-program as follows from Section 9 below.
- 7.1.4 In resolving Fault, Senion may supply solutions for reported Fault either in the form of an instruction to the Company on how to circumvent the Fault or by means of a work-around, or a future Version update, whichever is most appropriate. The choice of procedure to resolve a Fault according to the above shall be agreed to by both Senion and Company.

- 7.2 Senion' s liability to correct Faults with regard to Hardware is limited to a period of three (3) years after the Company' s reception of the Hardware.

8. Uptime Availability

- 8.1 If Senion fails to achieve the Monthly Uptime Percentag for two (2) consecutive calendar months due to a Fault caused by Senion' s Hosted Services, the Company will be granted Service Credits.

Monthly Uptime is calculated by subtracting from 100% the percentage of 60 second periods during the month in which Senion's Hosted Services was in the state of outage. Service Credits are calculated as a percentage of the total charges paid by the Company to Senion in the Region affected by Unavailability in accordance with the schedule below. In the event that the Company elects to terminate this Agreement, upon thirty (30) days written notice, for failure to achieve the Availability Percentage for three (3) consecutive calendar months within the notice period given below, Senion will provide pro-rata refund for remainder of term.

Monthly Uptime Percentage	Service Credit Percentage
Less than 99% but equal to or greater than 95.0%	10%
Less than 95.0%	30%

Senion will apply Service Credits only against future payments due from the Company. Service Credits will not entitle Company to a refund or other payment from Senion. Service Credits may not be transferred or applied to any other account. Unless otherwise provided in the Agreement, the Company's sole remedy for any unavailability, non-performance, or other failure by Senion to provide Uptime is the receipt of a Service Credit (if eligible) in accordance with the terms of this Support Agreement. To receive a Service Credit, the Company must submit a claim by within 30 days after the reported issue via a support claim ticket and email to designated Senion single point of contact. If the Monthly Uptime Percentage of such request is confirmed by Senion and is less than the Service Commitment, then Senion will issue the Service Credit to Company within one billing cycle following the month in which your request is confirmed by Senion. Company's failure to provide the request and other information as required above will disqualify Company from receiving a Service Credit.

9. New Versions

- 9.1 Senion shall provide the Company with all new Versions of the Applications, as are made generally available by Senion. However, new Versions of Hardware are not provided under the Support Agreement and must be ordered and paid for separately by the Company.

10. Fees

- 10.1 The fees for Support Services are set forth in the Agreement.

- 10.2 In event of the Company' s delay with any payment under this Support Agreement or otherwise in relation to Senion, Senion shall – in addition to any other remedies available under this Support Agreement, the Agreement or according to applicable law – be entitled to immediately suspend performance of all Support Services under this Support Agreement until full payment has been received.

11. Limitation of Liability

- 11.1 The Limitation of Liability terms are set forth in the Agreement and in the Terms.

12. Other Services

- 12.1 Should Senion provide the Company with additional services, i.e. services or deliverables outside the scope of the Support Services or otherwise beyond or in addition to what originally is agreed between the parties, such additional services or deliverables will be subject to additional payment and to the terms and conditions generally applied by Senion from time to time and documented in a Change Order.

13. Term

- 13.1 The term of this Support Agreement shall be specified in the Agreement.
- 13.2 This Support Agreement shall automatically, and without prior written notice, terminate in case the Agreement is terminated or otherwise expires. Such termination shall be effective as of the day for termination or expiration of the Agreement.
- 13.3 Upon termination or expiry of the Support Services, Section 11, 14, 16 and this Section 13.3, of the Support Agreement shall survive such termination or expiry.

14. Confidentiality

- 14.1 Each party will protect Confidential Information of the other party hereunder with the same degree of care as it employs to protect its own confidential and proprietary information, but at least with a reasonable degree of care. Each party will not disclose, directly or indirectly, any Confidential Information to any third party, except to those of its employees and sub-contractors who require access thereto for the party' s performance of its obligations under this Support Agreement. In case Confidential Information is disclosed to sub-contractors, the disclosing party shall ensure that such sub-contractors undertake a similar obligation of confidentiality as is set out in this Section 14.1.

14.2 A party' s obligation of confidentiality according to the above shall not encompass any information or other proprietary information which the party proves:

14.2.1 was in the party' s lawful possession prior to receipt thereof without any obligation to keep it confidential; or

14.2.2 is later lawfully obtained by the party from a third party under no obligation of confidentiality; or

14.2.3 is, or later becomes, part of the public domain through no act or failure to act by the party; or

14.2.4 must be disclosed due to or by order of and to the extent required by law or by order of any securities exchange or regulatory or governmental body to which that party is subject.

14.3 Each party shall promptly advise the other party in writing upon learning of any unauthorized use or disclosure of the Confidential Information. The obligations of confidentiality shall survive any termination of this Support Agreement during a period of five (5) years from termination or expiry of this Support Agreement.

15. Force Majeure

15.1 Neither Party shall be liable for any breach of its obligations hereunder resulting from causes beyond its reasonable control including but not limited to Acts of God, labour disputes (own or others), lightning, fire, natural disaster, war, terrorist act, epidemic, mobilization, requisition, seizure, currency restrictions, riots, shortage of transportation, shortage of goods, restrictions with regard to power, heat or water, interruptions in public communications, interruptions in tele- or data communication networks, extensive or unexpected computer virus attacks, decisions, requirements or regulations of any civil or military authority or any similar circumstances.

15.2 Each of the Parties agrees to give notice without unreasonable delay to the other upon becoming aware of any such event stated in Section 15.1 above, such notice to contain details of the circumstances giving rise to such event.

16. Disputes and applicable law

16.1 Any dispute controversy or claim arising out of, or in connection with, the Support Agreement, or the breach, termination or invalidity thereof, shall be resolved in accordance with, and the governing law will be as set forth in, the Agreement.

Appendix 1 – Swedish official holidays Monday - Friday

Date	Name	Remarks
January 1	New Year's Day	
January 6	Epiphany	
moveable	Good Friday	The Friday before Easter Sunday (2020: April 10)
moveable	Easter Monday	Monday after Easter Sunday (2020: April 13)
May 1	International Workers' Day	
moveable	Ascension Day	6th Thursday after Easter Sunday (2020: May 21)
June 6	National Day of Sweden	
moveable	Midsummer Eve	The Friday during the period 19–25 June. (2020: June 19)
December 24	Christmas Eve	
December 25	Christmas Day	
December 26	Second Day of Christmas	
December 31	New Year's Eve	

GENERAL TERMS AND CONDITIONS OF LICENSE AND SERVICE AGREEMENT ("TERMS")

These Terms form part of the Agreement and apply to the rights to use Hosted Services, licensing of Application, and provision of Services, as applicable and as identified in the Agreement. The Agreement, including these Terms, will constitute the entire agreement between Senion and Company with respect to the Hosted Services, the Application, and the Services. Senion is a distributor of certain proprietary technology developed and owned by its parent entity Senion AB, a corporation organized under the laws of Sweden ("Senion-Sweden"), and evidenced by, associated with, embodied in, or related to, Senion' s product offering identified in the Agreement, including any firmware, middleware and software, and certain upgrades (collectively, the "Senion IP"). To the extent the Hosted Services, the Application, or other Services hereunder, includes or involves any Senion IP, for purposes of this Agreement the term Senion IP shall be inclusive of the Senion IP included or associated with the Hosted Services, the Application, and other Services hereunder. "Service" means the services, if any, to be provided by Senion, and as identified in the Agreement, however excluding Hosted Services. Under no circumstances shall either Party accept or be deemed to accept any term or condition that varies from, is inconsistent with, imposes new obligations on the other Party, or affords the other Party additional rights, unless both Parties expressly acknowledges and consents to such particular term or condition in a writing. Individually each party to this Agreement may be referred to as a "Party," and collectively as the "Parties."

1. Grant of Rights

- 1.1 Application License. Subject to the terms and conditions set forth herein, Senion hereby grants to Company, and its affiliates, during the Term, and Company hereby accepts, a limited, non-transferrable, non-exclusive, royalty-bearing license (without right of sublicense) to (i) to use the Application intended for installation and use by End-Users on End-Users' Devices and rightfully made available to End-Users through Apple App Store, Google Play or as otherwise defined in the Agreement. Nothing in this Agreement shall prevent Senion from distributing Senion IP or related products to its customers, through resellers or licensees.
- 1.2 Hosted Services. Subject to the terms and conditions set forth herein, Senion hereby grants to Company, and its affiliates, during the Term, and Company hereby accepts, a limited, non-transferrable, non-exclusive, royalty-bearing right to use the Hosted Service, solely for the Company' s internal use. Unless otherwise specified in the Agreement, the Company may provide Accounts to Company' s employees, agents and subcontractors. The Hosted Services are made available by Senion to Company as a service via the Internet including, but not limited to, the Application, web services, application programming interface (API), or as otherwise specified in the Agreement.

- 1.3 Restrictions on Use. The license granted pursuant to Sections 1.1 and 1.2 above is limited to the Sites, and standard software (including operative system and databases), hardware equipment and other items upon which the Senion IP shall be used ("Target Platforms") as specified in the Agreement. Other than the license rights granted hereunder, Company agrees that no other rights shall be transferred hereunder, and agrees not to make any claims to any rights, including any ownership rights, in the Senion IP.
- 1.4 Delivery of Senion IP. Senion shall deliver to Company in electronic format the technical specifications and other information related to Senion IP (collectively, the "Documents") as soon as practicable after the Effective Date.
- 1.5 Company' s Obligations. Company agrees and acknowledges that it shall (i) follow Senion' s specific guidelines and instructions with respect to the Senion IP, (ii) if applicable incorporate, at a minimum, all the limitations and restrictions on the use of Senion IP specified herein in the agreements with end-users who may have access to the Senion IP, (iii) not remove any copyright, trademark, proprietary rights, disclaimer or warning notice included on or embedded in any part of the Senion IP or Documents, and (iv) restrict access to or copying of the Documents, and take reasonable steps to prevent any theft, unauthorized use, or misappropriation of the Senion IP, by, among other things, maintaining the Documents and any copies thereof at a secure location, with access restricted to persons employed by Company with a need to access the Senion IP or such location. Company agrees that it will promptly notify Senion of, and it will be liable for unauthorized use, or misappropriation of the Senion IP.
- 1.6 Trademarks. Subject to the terms and conditions of this Agreement, Senion hereby grants to Company a non-exclusive, non-transferable, revocable, royalty-free license to use the trademarks, marks, and trade names used by Senion for the Application ("Senion Marks"), in the USA (the "Territory") in connection with Company' s use of the Application in accordance herewith. Notwithstanding the foregoing, upon thirty (30) days prior written notice to Company, Senion may substitute alternative marks for any or all of such Senion Marks used by Company. All representations of Senion Marks that Company intends to use shall first be submitted to Senion for approval of design, color and other details or shall be exact copies of those used by Senion. In addition, Company shall fully comply with all reasonable guidelines, if any, communicated by Senion concerning the use of Senion Marks.
- 1.7 Use. Company shall not alter or remove any of Senion' s Marks affixed to or used in connection with the Application. Except as set forth in Section 1.6, nothing contained in this Agreement shall grant or shall be deemed to grant to Company any right, title or interest in or to Senion' s Marks. All uses of Senion' s Marks will inure solely to Senion, and Company shall obtain no rights other than the right to use and distribute the Senion IP in connection with the Application, as set forth

herein, and Company irrevocably assigns to Senion all such right, title and interest, if any, in any of Senion' s Marks. At no time during or after the Term shall Company challenge or assist others to challenge Senion' s Marks or the registration thereof or attempt to register any trademarks, marks or trade names confusingly similar to those of Senion. Upon termination of this Agreement, Company shall immediately cease to use all of Senion Marks.

2. Ownership and Proprietary Rights

- 2.1 Ownership of Senion IP. Notwithstanding anything to the contrary expressed or implied in this Agreement or otherwise, Senion (and to the extent applicable, for the benefit of Senion-Sweden) retains all right, title and interest in and to the Senion IP, including without limitation all intellectual property rights therein and any developments or improvements arising therefrom in connection with the transactions contemplated under this Agreement.
- 2.2 Restrictive Covenants. Company shall at all times operate and integrate the Senion IP in a careful manner without any alterations in the hardware or software and in compliance with the instructions and training, if any, provided by Senion and shall use the Senion IP solely in connection with the Application. Except as expressly permitted under this Agreement, Company shall not: (i) copy, display, transfer, adapt, modify, or distribute, in any form, the Senion IP or any part thereof; (ii) reverse engineer, reverse assemble, reverse compile, trap and trace, or otherwise translate, attempt to discover, or experiment upon the mechanisms of operation of the Senion IP or any part thereof; (iii) except as permitted hereunder, sublicense, transfer or assign the Senion IP or any part thereof; or (iv) modify or remove any part of the Senion IP, or use any firmware, middleware or software included in Senion IP or provided by Senion other than as permitted hereunder.
- 2.3 Feedback. Company shall promptly and fully disclose to Senion any suggestions, comments, other feedback, or improvements that may be developed by Company or end-users with respect to the Senion IP (collectively, the "Feedback"), and shall at all times assist Senion to obtain, maintain and protect the rights of Senion in such Feedback, and shall supply evidence and testimony and sign all papers deemed necessary by Senion to obtain, maintain and protect such rights. Company hereby assigns to Senion all right, title and interest in and to all such Feedback, and to the extent any Feedback is not assignable under applicable law, Company shall make the Feedback available to Senion for its use on a royalty-free, world-wide, and exclusive basis. Senion shall have the sole right to file and prosecute patent applications in respect of any Feedback.
- 2.4 Aggregated Data. New data generated by the Application (other than radio and sensor data, as described below) that is processed and analyzed by the Hosted Services, or data uploaded to or stored on the Hosted Services by Company (the "Aggregated Data") shall be owned by Company; provided, however, that Company hereby grants to Senion a non-exclusive, perpetual, irrevocable,

fully paid-up, royalty free license to use such Aggregated Data for Senion' s business purposes, including the provision of analytics and other services in connection with the Application and services to Company and other customers of Senion, as well as for the development and improvement of Senion IP; provided, further, that Senion shall not sell or transfer Aggregated Data to third parties. "Aggregated Data" does not include (directly or by inference) any information identifying Company or any identifiable individual. Company further grants Senion the right to (i) use the Aggregated Data in any aggregate or statistical bundled solutions or reports, (ii) transfer and/or disclose the Aggregated Data upon a sale of Senion or its assets or other form of reorganization, (iii) disclose Aggregated Data in a summary report that does not show, display or indicate customer specific or customer identifying information, (iv) provide Aggregated Data to a third party service provider, for analytical purposes, and (v) use the Aggregated Data (without personally identifiable information) to compare with other organizations within the same industry or group. The Aggregated Data will not be considered Company' s Confidential Information. For the avoidance of doubt, for purposes of this Agreement radio and sensor data generated, derived, or collected in connection with the use of Senion IP, and data uploaded to or stored by Senion on a server controlled by Senion shall be excluded from the definition "Aggregated Data" and such radio and sensor data shall be owned by Senion, without any restriction on use or otherwise.

3. Support and Maintenance

- 3.1 Support of Senion IP. For any ongoing technical support, such support services shall be governed by the Support Agreement.
- 3.2 Updates to Technology. Company may during the Term receive later versions of the Senion IP, for installation by Company.

4. Representations and Warranties

- 4.1 Representations. Each Party represents and warrants to the other Party that: (i) such Party is duly organized and validly existing under the laws of the state of its incorporation or formation and has full power and authority to enter into this Agreement and to carry out the provisions hereof; (ii) this Agreement is a legal and valid obligation of the Party, binding upon such Party and enforceable against such Party in accordance with the terms of this Agreement; and (iii) the Party has the right to enter into this Agreement and grant the rights granted herein.

Notwithstanding the above, Senion warrants and represents that Senion IP will not infringe or misappropriate the intellectual property or proprietary rights of any third party, will not contain viruses and, that with respect to the processing of any personal data under these Agreements, Senion agrees to comply with the requirements set forth in Appendix A.

4.2 Senion further represents and warrants that it (1) will maintain a written information security program appropriate for the Services, (2) apply with all applicable data protection laws, (3) follows industry-standard policies and provides features and internal practices to protect the security and integrity of Company' s Confidential Information, (4) detect and prevent intrusions to the Services, and (5) require obligations consistent with the foregoing of Senion' s providers related to the Services and ensure such providers are subject to appropriate information security diligence reviews. Senion will notify Company as soon as possible to security@appdynamics.com of any actual, suspected or threatened Security Incident (as defined below) involving Company Data. For clarity, Company Data is Company' s Confidential Information. The notification provided to Company shall include, if known, and to Senion' s knowledge as of the time of notice: (i) the general circumstances and extent of any unauthorized access to Company Data or intrusion into the computer systems or facilities on or in which Company Data is maintained; (ii) which categories of Company Data were involved; (iii) the identities of all individuals whose Company Personal Information was affected; and (iv) steps taken to secure the data and preserve information for any necessary investigation. The notification required to be delivered to Company under this Section shall be delivered promptly and in no event later than twenty-four (24) hours after Senion learns of any such actual, suspected or threatened Security Incident. Senion shall not delay its notification to Company for any reason, including, without limitation, investigation purposes. Senion shall cooperate fully with Company in investigating and responding to each successful or attempted security breach including allowing immediate access to Senion' s facility by Company or Company' s investigator, to investigate, and obtain copies of data as provided herein. "Security Incident" is when Senion knows or has reason to know that: (i) Senion has experienced an incident resulting in the unauthorized acquisition or unauthorized use of unencrypted Company Data, or encrypted Company Data and the confidential process or key that is capable of compromising the security, confidentiality or integrity of Company Data that creates a substantial risk of identity theft or fraud; or (ii) Company Data was acquired or used by an unauthorized person or used for an unauthorized purpose. In the event of any Security Incident, Senion will assist Company to provide notification and take other reasonable actions that Company, in Company' s reasonable discretion, determines necessary in mitigating the effects of such Security Incident, at Senion' s sole cost and expense, including but not limited to reimbursement of Company' s reasonable out-of-pocket expenses in providing notification, credit reports and otherwise complying with the law with respect to such Security Incident, and such costs and expenses shall not be subject to the limitation of liability in Section 4.4.

4.3 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES. THE LICENSED TECHNOLOGY IS PROVIDED TO COMPANY "AS IS." EXCEPT AS EXPRESSLY SET FORTH HEREIN, SENION MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SENION IP OR THE LICENSED TECHNOLOGY OR ANY RELATED SERVICES, AND DISCLAIMS ALL OTHER

REPRESENTATIONS AND WARRANTIES, INCLUDING WITHOUT LIMITATION ANY REPRESENTATIONS WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, UNINTERRUPTED USE AND/OR NONINFRINGEMENT.

4.4 LIMITATION OF LIABILITY. WITHOUT LIMITING THE GENERALITY OF SECTION 4.3, AND EXCEPT FOR COMPANY'S INFRINGEMENT OF SERVICE PROVIDER'S INTELLECTUAL PROPERTY AND 8.1 (CONFIDENTIALITY), THE ENTIRE LIABILITY OF SENION AND COMPANY IN RESPECT OF ANY BREACH OF ITS CONTRACTUAL OBLIGATIONS ARISING UNDER THIS AGREEMENT AND ANY REPRESENTATIONS, STATEMENTS OR TORTIOUS ACTS OR OMISSIONS INCLUDING NEGLIGENCE ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO DAMAGES IN AN AMOUNT NOT TO EXCEED THE SUBSCRIPTION FEES ACTUALLY PAID BY COMPANY TO SENION IN THE PRECEDING SIX (6) MONTHS. COMPANY EXPRESSLY AGREES THAT THE PAYMENT OF FEES HEREUNDER SHALL NOT BE SUBJECT TO ANY OFFSET OR DEDUCTION.

4.5 TO THE EXTENT PERMITTED BY LAW, AND EXCEPT FOR COMPANY' S INFRINGENT OF SERVICE PROVIDER' S INTELLECTUAL PROPERTY AND 8.1 (CONFIDENTIALITY), IN NO EVENT WILL EITHER PARTY BE LIABLE TO ANY PARTY IN CONNECTION WITH THIS AGREEMENT, WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, FOR (A) ANY INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES (INCLUDING ANY DAMAGE TO BUSINESS REPUTATION, LOSS OF GOODWILL, LOST OPPORTUNITY, LOSS OF EARNINGS, LOST REVENUE, LOST PROFITS OR LOST DATA), WHETHER FORESEEABLE OR NOT AND WHETHER A PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5. Payment Terms

5.1 The payment term is net 60 days.

5.2 All amounts due under this Agreement shall be exclusive of Sales Tax, Use Tax, VAT, bank fees and other governmental taxes and charges. Any applicable taxes may be charged and invoiced by Senion to Company, and Company is responsible for payment of all applicable taxes.

6. Term and Termination

6.1 Early Termination. This Agreement may be terminated early as follows: (i) if Company fails to pay any of its obligations to Senion under this Agreement as and when due, Senion may terminate this Agreement, at its option, upon thirty (30) days written notice to Company; (ii) either Party may terminate this Agreement by written notice due to a material breach (other than failure to pay under Section 6.1(i)) by the other Party of any of its obligations hereunder; (iii) by Senion if Senion determines that Company' s end-user agreement is not consistent with the terms of this Agreement or not sufficiently protective of Senion IP; (iv) either Party may terminate this Agreement

immediately upon written notice to the other Party if the other Party (a) becomes insolvent, makes an assignment for the benefit of its creditors, has a receiver appointed over its property, or (b) commences voluntary proceedings or becomes the subject of involuntary proceedings for the dissolution, winding up or liquidation of its business; (v) Company reserves the right to terminate the contract in whole or in part at any time following the first anniversary of the commencement of the Term for the convenience of the business without penalty or recourse. Company shall give written notice by mail or electronic mail (email), to the vendor of the termination at least 60 days before the effective date of the termination. In the event of termination under this paragraph, all documents, data and reports prepared by the Vendor under the contract shall become the property of and be delivered to Company. Senion will refund any prepaid Compensation which may have been paid by Company for the balance of any unused Services prorated to the date of termination or, if Company has not prepaid any Compensation, Company agrees to pay Senion all amounts due or accrued as of the date of such termination in accordance with the applicable Statement of Work.

- 6.2 Effect of Expiration or Termination. Notwithstanding expiration or termination of this Agreement, the following Sections shall survive such termination and remain in effect indefinitely: 1.3, 1.5, 1.7, 2.1, 2.2, 2.3, 2.4, 4.3, 4.4, 6.2, 7.1, 8.1, 8.2, 8.3, 8.4, 8.6, 8.7, 8.8, 8.9, 8.10, 8.11, 8.12, 8.13 and 8.15. Neither expiration nor termination of this Agreement shall relieve either Party of any of its obligations accrued under this Agreement prior to the effective date of expiration or termination. Company shall promptly discontinue all use and disclosure of the Senion IP and Improvements and shall not further use or copy and shall promptly, but in no event later than ten (10) days after the termination of this Agreement, return or destroy all the Documents.

7. Indemnification

- 7.1 Indemnification. Company shall indemnify and hold Senion harmless against any and all liabilities, losses, damages, judgments, causes of action, and costs (including attorneys' fees and disbursements) which Senion may hereafter incur, suffer, or be required to pay, defend, settle (subject to any limitations set forth in this Agreement), or satisfy as a result of the following: (i) representations or warranties made by Company to end-users that have not been approved in writing by Senion; and (ii) Company' s use of the Senion IP in excess of the rights conferred in this Agreement; or (iii) any claim or action filed by any Company End User against Senion not related to Senion' s actions or inactions.
- 7.2 Senion will, at its own expense, indemnify, defend and hold harmless Company and its affiliates and their respective officers, directors, employees and agents from and against any and all damages, costs, liabilities and other losses (including reasonable attorneys' fees) resulting from any third party claim arising from, or any allegation by any third party of an event or circumstance that would

constitute, any breach by Senion of any representation or warranty set forth in this Agreement, or any gross negligence, recklessness or willful misconduct of Senion.

8. Miscellaneous

- 8.1 Confidential Information. By virtue of this Agreement and the business transactions contemplated hereunder, each Party may have access to Confidential Information. Such Confidential Information will be disclosed and protected in accordance with the terms and conditions hereof and that certain NDA. Notwithstanding the expiration date provided in the NDA, if any, the term of the NDA will not expire until the termination or expiration of this Agreement, provided, that the confidentiality obligations therein shall survive indefinitely such termination or expiration.
- 8.2 Cross marketing. With Company' s prior written approval, Senion may refer to Company as one of Senion' s customers in its marketing and sales activities (including printed material, newsletters, information on the Internet and other written or oral information) ("Marketing"). Subject to prior written approval from Company, which shall not be unreasonably withheld or delayed, Senion shall be entitled to include copies of any of Company' s and/or the Company' s customer' s registered or unregistered trademarks and design rights in any of its Marketing.
- 8.3 Notices. All notices required by this Agreement or pertaining hereto shall be in writing and shall be deemed delivered and effective when (i) personally delivered, including delivery by e-mail, or (ii) three (3) days after deposit with recognized express courier service, with all charges prepaid or charged to the sender' s account addressed to the party to receive notice at the address indicated in the Agreement.
- 8.4 Infringement Notification. Company shall promptly give notice to Senion of any allegation, claim or challenge that Company' s use of the Senion IP infringes upon the intellectual property rights of a third party. In the event of a claim of infringement against Company relating to Senion IP, Senion may, at its option (i) secure for Company, at Senion' s expense, the rights necessary to continue to use and operate the Senion IP under this Agreement, (ii) assume control of the defense or settlement of such claim, at Senion' s expense, except that (a) Company may assist in the defense with counsel of its choice at its own expense and (b) Senion will not agree to any settlement that imposes a material obligation on Company' s without Company' s prior written consent, which shall not be unreasonably withheld, conditioned or delayed, or (iii) terminate this Agreement effective immediately.
- 8.5 Nature of Relationship. The relationship of Senion and Company is one of independent contractors acting as licensor-licensee and vendor-vendee rather than one of agency, partnership, joint venture or franchise.

- 8.6 Entire Agreement. This Agreement including these Terms, and together with the NDA, constitutes the entire agreement between the Parties, superseding all prior representations, negotiations, agreements and understandings, with respect to the subject matter of the continuing relationship between the Parties; and there are no conditions to this Agreement which are not set forth herein.
- 8.7 Amendment or Modification; Waiver. This Agreement shall not be modified or amended by any oral agreement, or otherwise than in writing, duly executed by the Parties' authorized representatives. Accordingly, for example, no electronic communication, whether or not "signed," shall amend or otherwise affect the terms of this Agreement. Failure of either Party to insist upon strict performance of any of the covenants, terms or conditions of this Agreement shall not be deemed to be a waiver of any other breach or default in the performance of the same or any other covenant, term or condition contained herein; and the waiver of any breach of this Agreement by any Party hereto shall in no event constitute a waiver as to any future breach, whether similar or dissimilar in nature
- 8.8 Injunctive Relief. It is understood and agreed that, notwithstanding any other provision of this Agreement, any breach by Company of Section 2 or any breach by either Party of Section 8.1 may cause irreparable damage for which recovery of money damages would be inadequate, and that the non-breaching Party will therefore be entitled to seek timely injunctive relief from a court of competent jurisdiction to protect such Party's rights under this Agreement in addition to any and all remedies available at law.
- 8.9 Applicable Law. The construction, interpretation and performance of this Agreement and all transactions related hereto shall be governed by and construed in all respects in accordance with the laws of the State of California, U.S.A., without giving effect to the principles of conflicts of law thereof. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods or the Uniform Computer Information Transactions Act shall not apply to this Agreement.
- 8.10 Jurisdiction and Venue. Any and all actions or proceedings seeking to enforce any provision, or based on any right arising out of, this Agreement shall be brought in the courts of San Francisco County, U.S.A., including (should federal subject matter jurisdiction exist) the federal courts located therein. Each Party consents to the jurisdiction of such courts (and of the appropriate appellate courts having jurisdiction to review the decisions of such courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any such action or proceeding may be served on any party in the same manner that notice may be given pursuant to Section 8.3 above.
- 8.11 Severability. In the event a court of competent jurisdiction determines that any one or more of the provisions contained in this Agreement is illegal, excessively broad or unenforceable, this

Agreement shall be construed so that the remaining provisions contained herein shall not in any way be affected thereby but shall remain in full force and effect; and any such illegal, overbroad or unenforceable provision(s) shall be deemed, without further action by any person, to be modified and/or limited to the minimum extent necessary to render the same valid and enforceable in such jurisdiction.

- 8.12 Assignment; Successors. Senion may assign any of its rights under this Agreement to any third party without the consent of Company. Company shall not assign this Agreement or any rights hereunder to any other party without the prior written consent of Senion. Any assignment made in violation of the terms of this Section 8.12 shall be void. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the parties.
- 8.13 Senion-Sweden Third Party Beneficiary. Company acknowledges and agrees that it is a licensee of Senion-Sweden, which has developed and owns the Senion IP, and, accordingly, Senion-Sweden (i) is, and at all relevant times shall be, an express third party beneficiary of this Agreement, and (ii) shall have the right to recover under this Agreement and to enforce any and all rights of Senion under this Agreement.
- 8.14 Counterparts. This Agreement may be executed and delivered in one or more counterparts, each of which will be deemed to be an original of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same instrument.
- 8.15 Survival. The respective rights and responsibilities of the parties under this Agreement which by their terms or by their nature continue notwithstanding expiration or termination of this Agreement shall survive such expiration or termination.

Appendix A – Data Protection

1. Data Protection

1.1. Definitions: In this Appendix A, the following terms shall have the following meanings:

"controller", "processor", "data subject", "personal data" and "processing" (and "process") shall have the meanings given in the Data Protection Law; and

"Data Protection Law" shall mean: (i) prior to 25 May 2018, Directive 95/46/EC of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data; (ii) on and after 25 May 2018, Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation); (ii) any guidance issued by the Article 29 Working Party or a supervisory authority.

1.2. Relationship of the parties: Company (the controller) appoints Senion as a processor to process the personal data described in Annex A ("Data"). Senion shall, and shall ensure that its agents or subcontractors shall, comply with the obligations that apply to Senion under Data Protection Law.

1.3. Purpose limitation: Senion shall process the Data solely to the extent necessary to perform its obligations under this Agreement and strictly in accordance with any documented instructions of Company (the "Permitted Purpose"), except where otherwise required by any European Union (or any EU Member State) law. Senion shall promptly inform Company if, in Senion's opinion, any instruction given by Company to Senion contravenes Data Protection Law.

1.4. International transfers: Senion shall not transfer the Data (nor permit the Data to be transferred) outside of the European Economic Area ("EEA") unless (i) the Data is transferred to End-User or Account Holder or it has first obtained Company's prior written consent; and (ii) it takes measures to ensure the transfer is in compliance with Data Protection Law.

1.5. Confidentiality of processing: Senion shall ensure that it shall only disclose the Data to, or allow access to the Data by, the employees of Senion or those of its agents or subcontractors (as applicable) (an "Authorised Person") who are subject to a strict duty of confidentiality (whether a contractual duty or a statutory duty). Senion shall ensure that all Authorised Persons process the Data only as necessary for the Permitted Purpose.

1.6. Reliability of Authorised Persons: Senion shall take reasonable steps to ensure the reliability of all Authorised Persons (including, without limitation, appropriate training in data protection and security, integrity and confidentiality of personal data).

1.7. Security: Senion represents that it has, and shall continue to maintain (taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and

freedoms of natural persons), appropriate technical and organisational measures to protect the Data (i) from accidental or unlawful destruction, and (ii) loss, alteration, unauthorised disclosure of, or access to the Data (a "Security Incident").

1.8. Security incidents: Upon becoming aware of an actual or suspected Security Incident, Senion shall inform Company without undue delay, and in any event, within one business day, and shall provide all such timely information and cooperation as Company may require in order for Company to fulfil its data breach reporting obligations under (and in accordance with the timescales required by) Data Protection Law. Senion shall further take such measures and actions necessary to remedy or mitigate the effects of the Security Incident and shall keep Company informed of all developments in connection with the Security Incident. Senion shall provide Company with a detailed report on any Security Incident as soon as practicable following the Security Incident including details of (i) the cause and nature of the Security Incident; (ii) whether any Data was corrupted, destroyed, lost or accessed without authorisation, and, if so, which Data; (iii) the steps taken by Senion to mitigate the effects of the Security Incident; and (iv) measures put in place to prevent the reoccurrence of the Security Incident.

1.9. Loss or corruption of data: If any Data in the possession and/or control of Senion is lost, corrupted or rendered unusable for any reason, Senion shall promptly notify Company and restore such Data including by using its back up and/or disaster recovery procedures, at no cost to Company.

1.10. Rectification of Data: Senion, its agents and subcontractors, shall promptly carry out any request from Company requiring Senion to amend, transfer, copy or delete any Data or any subsets of Data in a format and on media reasonably specified by Company.

1.11. Return or Deletion of Data: On the expiry or termination of this Project, Senion shall immediately cease to use, and shall procure that its agents and subcontractors cease to use, the Data and shall arrange for its safe return or destruction as shall be required by Company at the relevant time (unless European Union, Member State and/or UK law requires storage of the personal data).

1.12. Subcontracting: Senion shall not subcontract any processing of the Data to a third party subcontractor without the prior written consent of Company. Notwithstanding this, Company consents to Senion engaging third party subcontractors to process the Data provided that (i) Senion provides at least 30 days' prior notice of the addition or removal of any subcontractor (including details of the processing it performs or will perform) to legal@appdynamics.com; (ii) Senion enters into a written agreement with the subcontractor that imposes data protection terms that protect the Data to at least the same standard provided for by this Schedule; and (iii) Senion remains fully liable and responsible for any subcontractor's processing of the Data. If Company refuses to consent to Senion's appointment of a subcontractor on reasonable grounds, then either Senion will not appoint the subcontractor or Company may terminate this Agreement, without penalty and Senion will promptly provide a pro-rata refund of any fees paid in advance for unused or unprovided goods or services.

1.13. Data subjects' rights: Senion shall notify Company of any requests received from a data subject exercising their rights under Data Protection Law. Senion shall provide reasonable

assistance to Company to enable Company to respond to any request from a data subject to exercise any of its rights under Data Protection Law (including its rights of access, correction, objection, erasure and data portability, as applicable).

1.14. Consultation and impact assessments: Senion shall, if requested by Company, provide Company with reasonable assistance to enable Company to conduct a data protection impact assessment or supervisory authority consultation taking into account the nature of processing and information available to Senion.

1.15. Notices from Data Protection Authorities: Senion, its agents and sub-contractors, shall promptly notify Company upon receipt of a notice from any regulatory or government body, including any supervisory authority, which relates directly or indirectly to the processing of the Data and shall cooperate on request with any relevant EU or Member State supervisory authority.

1.16. Records of Processing: Senion shall maintain a written record of all categories of processing activities carried out on behalf of Company, containing all information required under Data Protection Law, and make this record available on request to Company or any relevant EU or Member State supervisory authority.

1.17. Security Information: Senion shall provide to Company any information or assurance necessary to demonstrate compliance with its obligations under this Appendix A or as may be reasonably required by Company to comply with its obligations under Data Protection Law (including the security of any data processed by Senion or its agents or subcontractors).

1.18. Audit: Senion shall, and shall procure that its agents and subcontractors shall, make available to Company, all information necessary and allow for and contribute to audits of such data processing facilities, procedures, records and documentation which relate to the processing of the Data, including without limitation, inspections (on reasonable written notice) by Company, its auditors or agents or any regulatory or government body, including any supervisory authority, in order to ascertain compliance with the terms of this Agreement or Data Protection Law.

Annex A – Personal Data

Senion fetches personal data (Data) from Office 365 or G Suite provided by Company. The Data is processed on Senion controlled servers which are hosted by the sub-processor Amazon Web Services in Dublin, Ireland. The Data is not stored other than in temporary caches.

The Data includes the following personal information about the End-User:

- Name
- E-mail address

If provided by Company (through Office 365 or G Suite), the Data may also include:

- Phone number
- Department
- Job title
- Work address
- Profile picture