

## OEM EULA

THIS OEM LICENSE AGREEMENT (THE “**AGREEMENT**”) GOVERNS YOUR INSTALLATION AND USE OF THE SOFTWARE. PLEASE READ THE TERMS AND CONDITIONS OF THIS OEM LICENSE AGREEMENT CAREFULLY BEFORE USING OR INSTALLING THE SOFTWARE. BY DOWNLOADING OR INSTALLING THE SOFTWARE YOU HEREBY ACCEPT THE TERMS AND CONDITIONS SET OUT BELOW. THIS OEM LICENSE AGREEMENT REPRESENTS THE ENTIRE AGREEMENT CONCERNING THE SOFTWARE, BETWEEN YOU (“**OEM**”) AND SISENSE LTD. (“**LICENSOR**”), AND IT SUPERSEDES ANY PRIOR PROPOSAL, REPRESENTATION, OR UNDERSTANDING BETWEEN THE PARTIES. BY DOWNLOADING OR INSTALLING THE SOFTWARE YOU HEREBY REPRESENT THAT YOU ARE AN AUTHORIZED REPRESENTATIVE OF OEM AND ARE AUTHORIZED TO COMMIT OEM FOR ALL TERMS AND CONDITIONS IN THIS AGREEMENT, AND YOU ACKNOWLEDGE THAT LICENSOR RELIES ON SUCH REPRESENTATION IN ITS AGREEMENT TO ENTER INTO SUCH AGREEMENT. YOU MAY PRINT AND KEEP A COPY OF THIS AGREEMENT.

### 1. LICENSE SCOPE AND TERM.

1.1. Scope. The license granted hereunder shall have the following scope (the “**License Scope**”):

<b>Products</b>	<b>Quantity</b>
Sisense Servers Each licensed to accommodate up to 500M Rows Includes 1 Administrator, 1 Designer and 10 Viewers for each Sisense Server	2
Additional Administrators	3
Additional Designers	3
Additional Viewers	80

1.2. Term. The term of the license granted hereunder (the “**Term**”) shall commence on the date of acceptance of this Agreement (the “**Commencement Date**”) and ending on the later of (i) one year from the Commencement Date or (ii) two months after the date on which OEM receives its first significant round of equity-based funding from venture capital firms or other institutional investors (typically labeled “Series A” funding). This Agreement may not be renewed after its expiration, and OEM and Licensor will need to execute a new license for the Software for OEM to continue use of the Software after the expiration or other termination of this Agreement.

2. DEFINITIONS. For purposes of this Agreement (including any and all Schedules and amendments made to or incorporated herein now or in the future), the following capitalized terms shall have the following meaning:

- 2.1. “**Administrator(s)**” means the Authorized User(s) who are Personnel of OEM that have the full authorization and access for server, user and data management.
- 2.2. “**Authorized Users**” means users granted access to use the Software as part of the Bundled Software, as Administrators, Designers or Viewers as detailed in the License Scope. Authorized Users are licensed on a named basis, i.e., each Authorized User shall receive a personal login and password which should be maintained securely by OEM or the applicable End Customer, as the case may be, from unauthorized use.
- 2.3. “**Authorized Servers**” means the number of OEM’s servers on which the Software may be installed as specified in the License Scope. For purposes of this Agreement, each Authorized Server shall be licensed for a specific number of Rows as specified in the License Scope.
- 2.4. “**Bundled Software**” means the combination of OEM Software and the Software and/or some features or capabilities thereof as an integrated component therein.
- 2.5. “**Cloud**” means that the Bundled Software is installed on servers controlled by OEM and is provided as a service to End Customers.

- 2.6. **“Dashboards”** means the graphic representation of data extracted from the Datasource(s) as designed and created by Designers and/or Administrators using the Software in accordance with this Agreement.
- 2.7. **“Data”** means the data generated and owned by OEM and/or its End Customers through the use of the Dashboards and in conjunction with the Datasource(s) in accordance with this Agreement.
- 2.8. **“Datasource”** means a data source accessed and used by the Software to generate its output.
- 2.9. **“Designer(s)”** means the Authorized User(s) who are Personnel of OEM or an End Customer that are authorized to create, edit and share Dashboards.
- 2.10. **“Documentation”** means the standard documentation and user manuals provided or made accessible to OEM along with the Software and also available at <https://www.sisense.com/documentation/>.
- 2.11. **“End Customer”** means a person or entity that acquires and/or licenses the Software from the OEM, incorporated in the Bundled Software and for use within the Business Scope, for its personal or internal use and not for remarketing, redistribution or other transfer of the Software to any other person or entity.
- 2.12. **“End Customer Agreement”** means the written agreement between OEM and its End Customers pursuant to which the Bundled Software is licensed.
- 2.13. **“End Customer Term”** means the period during which an End Customer is entitled to access and use the Software (as incorporated in the Bundled Software) pursuant to an End Customer Agreement.
- 2.14. **“Force Majeure”** means fire, storm, flood, earthquake, adverse weather conditions, explosions, Acts of God, terrorism or the threat thereof, nuclear, chemical or biological contamination, compliance with any law, governmental controls, restrictions or prohibitions, general strikes, lock-outs, industrial action or employment dispute not caused by or specific or limited to the affected party, protests, public disorder, general interruptions in communications or power supply, failure or malfunction of computer systems or any other event or circumstance outside the reasonable control of a party to this Agreement.
- 2.15. **“Intellectual Property”** means all intangible legal rights, titles and interests evidenced by or embodied in or connected or related to all inventions, patents, patent applications, trademarks, service marks, trade dress, logos, trade names, and corporate names, domain names, any work of authorship, copyrights, trade secrets and all other proprietary rights belonging to a party in whatever form or medium, in each case on a worldwide basis; together with all revisions, extensions, reexaminations translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith.
- 2.16. **“OEM”** means the legal entity on behalf of whom this Agreement has been accepted as set forth above. For the sake of clarity, no other legal entity will receive the benefit of this Agreement other than OEM and the End Customers, as specified herein.
- 2.17. **“OEM Software”** means OEM's proprietary software products with which the Software is licensed to be bundled under this Agreement.
- 2.18. **“Personnel”** shall mean employees and contractors of OEM or, where applicable, of End Customers, where such personnel's access to the Software and/or the Bundled Software is controlled by OEM or the applicable End Customer.
- 2.19. **“Personnel”** shall mean employees and contractors of OEM or, where applicable, of End Customers, who are issued a personal login id and password for access to the Software and/or the Bundled Software by OEM or the applicable End Customer.
- 2.20. **“Row”** shall be a single record in a table of a Sisense ElastiCube. For licensing purposes, only Rows in tables that were added to the Elasticube from external sources are counted (i.e., Base table). If a base table is used by several ElastiCubes, it is counted only once.

- 2.21. **“Software”** means Licensor’s proprietary software listed in the License Scope, in object code format only, and shall include the Documentation and all Updates and Upgrades (as defined in the Support Terms defined below) of the Software to the extent supplied by Licensor under this Agreement.
- 2.22. **“Viewer(s)”** means the Authorized User(s) who are Personnel of OEM or End Customers that are authorized to view and filter the Dashboards that Designers share with them via a standard web browser.

3. **APPOINTMENT AS OEM**

- 3.1. **OEM Relationship**. The Software is licensed to be distributed by OEM bundling it with the OEM Software or integrating it with the OEM Software and by using the Software with multiple Datasources. It is explicitly agreed that OEM may only bundle or integrate the Software with the OEM Software and in no way may the Software be provided on a standalone basis or bundled with or integrated in any other product whatsoever.
- 3.2. **License**. Subject to the terms and conditions of this Agreement Licensor hereby grants OEM and OEM hereby accepts the following licenses for use of the Software during the Term and solely within the scope specified in the License Scope:
- 3.2.1.a non-exclusive, non-transferable right and license, to use and/or distribute the Software to End Customers, only incorporated in the Bundled Software and provided to End Customers on a Cloud basis.
- 3.2.2.a non-exclusive, non-transferable, right and license to use the Software for OEM’s internal use and purposes.

For the sake of clarity, OEM shall not use any technical or other means within or external to the Software to exceed use of the Software as licensed in the License Scope; for example, by providing access to dashboards, etc., other than to Authorized Users.

- 3.3. **Rights to Use Trademarks**. OEM is authorized by Licensor to use certain Licensor trademarks set forth in **Schedule 1** to this Agreement (**“Licensor Trademarks”**) solely in connection with the marketing, advertisement, and promotion of Bundled Software incorporating the Software. Use of any Licensor Trademark by OEM will be allowed only in accordance with Licensor trademark policies in effect from time to time. OEM agrees to cooperate with Licensor in facilitating Licensor’s monitoring and control of the nature and quality of OEM’s use of Licensor Trademarks and shall promptly provide Licensor with a copy of all materials in which OEM uses any of the Licensor Trademarks. OEM agrees not to affix any Licensor Trademark to products other than the Bundled Software. Nothing contained in this Agreement shall give OEM any interest in any of Licensor’s Trademarks. Further, OEM is authorized to White Label the Software as part of the Bundled Software. **“White Label”** shall mean that OEM is authorized to use the Software without displaying the Licensor Trademarks. If the Bundled Software is White Labeled, OEM shall state in the documentation and marketing materials that the Bundled Software or such service is “powered by Sisense”.
- 3.4. **OEM’s Limitations**. OEM shall not, and shall not let any third party: (i) attempt to obtain, receive, review, or otherwise use or have access to the source code for the Software (or any part thereof) by decompilation, disassembly or other means except as is required to be permitted under applicable law; (ii) copy, reverse engineer, translate or modify the Software except as is required to be permitted under applicable law; (iii) represent that it possesses any proprietary interest in the Software; (iv) test the Software or use the Software in connection with any benchmark tests, evaluation, or any other tests of which the results are designated or likely to be published in any form or media, or otherwise made available to the public, without Licensor's prior written approval; (v) directly or indirectly, take any action to contest Licensor’s Intellectual Property rights evidenced by or embodied in or connected or related to the Software or infringe them in any way; (vi) register, nor to have registered, any trademarks, trade names or symbols of Licensor (or which are similar to Licensor Trademarks); (vii) register any domain name using any of the Licensor Trademarks without Licensor prior written consent; and (viii) save for the specific purpose contained in Section 3.3, use the name, trademarks, trade-names, and logos of Licensor in any manner whatsoever; and (viii) use the Software for the purpose of building a similar or competitive product, provide services

similar or substantially similar to those provided by Licensor or in any other manner competing with Licensor.

3.5. **Reserved Rights.** This Agreement shall not be construed or understood as limiting or binding Licensor in any manner whatsoever with respect to the marketing and distribution of its products and services. Without limiting the generality of the foregoing, Licensor is and shall be entitled, in its sole discretion, to market or make available the Software anywhere and to anyone either directly or indirectly. OEM acknowledges that the Software and related documentation are the property of Licensor and the OEM has no rights, express or implied, in the foregoing except those expressly granted by this Agreement, and the Software shall not be used by OEM for any other purpose. If licenses are to be granted by OEM to the US government, then as defined in FAR section 2.101, any software and documentation provided by Licensor are “commercial items” and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be “commercial computer software” and “commercial computer software documentation.” Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement. Licensor licenses the Software, including related services, for ultimate U.S Government use solely in accordance with the following: Government technical data and software rights related to the Software and any related services include only those rights customarily provided to the public as defined in this Agreement. If a government agency has a need for rights not conveyed under these terms, it must negotiate with Licensor to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

3.6. **Third Party Code.** The Software contains certain proprietary software provided by third parties including but not limited to certain open source software components (“Third Party Code”).

3.6.1. Third Party Code is licensed under the applicable license terms set forth in the Documentation and if no such terms are set forth therein, then such Third Party Code is licensed under the terms of this Agreement and accordingly, the restrictions contained in this Agreement shall apply to such Third Party Code providers and Third Party Code as if they were Licensor’s and the Software respectively.

3.6.2. Third Party Code that is distributed by Licensor along with the associated license terms is listed at <http://www.sisense.com/documentation/3rd-party-open-source/>. Open source components are distributed AS IS, without any warranty, express or implied provided by the Third Party Code provider.

#### 4. **DISTRIBUTION**

4.1. **Costs of Distribution.** All costs relating to the integration, marketing and distribution of the Bundled Software by OEM shall be borne by OEM.

4.2. **Compliance With Law.** OEM shall be fully responsible to obtain and provide for itself, at its own cost, with any and all licenses, permits, certificates and all other documentation and information required for the licensing and use of the Software and for the exportation and importation of the Software in any jurisdictions in which OEM or its End Customers will install the Software.

#### 5. **MARKETING ACTIVITIES & TRAINING**

5.1. **Marketing Practices.** OEM will (i) conduct business in a manner that reflects favorably at all times on the Software and the good name, goodwill, and reputation of Licensor or the Software; and (ii) make no false or misleading representation with respect to the Software.

5.2. **Marketing Efforts.** Licensor may reference OEM’s name and use OEM’s logo and trademarks in Licensor’s marketing materials (both printed and online), including without limitation its website. OEM shall reasonably cooperate in Licensor’s business development and marketing efforts and work with Licensor in preparing case studies, interviews, etc.

- 5.3. **Training.** Licensor offers basic training to OEM's Personnel through online interactive training programs established by Licensor from time to time, and such online interactive training programs are included in the subscription to the Software licensed hereunder. No other training shall be provided during the Term.
6. **LICENSE FEES.** The license granted hereunder is provided free of charge for the Term only.
7. **SUPPORT SERVICES AND OTHER SERVICES.**
- 7.1. **OEM Support and Maintenance.** OEM shall be solely responsible to provide End Customers with support and maintenance. Subject to OEM's compliance with the terms of this Agreement, Licensor will provide to OEM the support and maintenance services ("Support Services") in accordance with Licensor's standard support services terms and conditions available at <http://pages.sisense.com/rs/sisense/images/sisense-support-terms.pdf>, (as amended from time to time, the "Support Terms"). Notwithstanding anything to the contrary in the Support Terms, however, Licensor shall not be obligated to provide support for plug-ins, rest API's or other specific code provided to an individual OEM, nor to provide guidance on the ordinary operation of the Software other than as provided in the online training referenced in Section 5.3 above. Further, Licensor has no obligation to provide any Support Services to End Customers directly. The Software includes the Remote Support Analysis Module which automatically connects OEM's or End Customer's computer to Licensor's server to verify successful installation of the Software and its Updates and Upgrades. Through operation of the Remote Support Analysis Module, Licensor obtains: (i) non-personally identifiable information, such as manner, consistency, duration, usage pattern, statistics, memory, bandwidth and other information identifying the ways in which OEM or End Customer uses the Software; (ii) metadata such as logs, how many requests OEM issued, commonly used data sources, size of OEM database, modules used, etc. and (iii) the login id (including email address) for the OEM representative who licensed the Software. In order to further facilitate troubleshooting of support issues, the Remote Support Analysis Module includes a feature to trace activity to specific user logins. The Remote Support Analysis Module (or the activity tracing feature) can be disabled as part of the Software configuration or can be set to scramble potentially sensitive data that might otherwise be collected at OEM's sole control and discretion. If the Remote Support Analysis Module is disabled, OEM acknowledges that Licensor's ability to provide the Support Services may be impaired.
- 7.2. **Other Services.** OEM acknowledges that Licensor will not provide any services other than the Support Services referenced in Section 7.1, and access to its online, self-service onboarding tools, for OEM's use in installing and configuring the Software.
8. **PROPRIETARY INFORMATION AND NON-DISCLOSURE**
- 8.1. **Ownership by Licensor.** All Intellectual Property rights evidenced by or embodied in and/or attached, connected or related to the Software or any part and any derivatives thereof, the Licensor's Confidential Information and the Licensor Trademarks are and shall be owned solely by Licensor. OEM acknowledges that except as expressly provided hereunder in connection with the distribution of the Software, OEM has not, does not, and shall not acquire any rights with respect to the Software and/or any derivatives thereof.
- 8.2. **Ownership by OEM.** All Intellectual Property rights evidenced by or embodied in and/or attached, connected or related to the OEM Software and the Bundled Software (but not including the Software included therein) or any part and any derivatives thereof and the OEM Confidential Information are and shall be owned solely by OEM. Licensor acknowledges that except as expressly provided, Licensor has not, does not, and shall not acquire any rights with respect to the Bundled Software (but not including the Software included therein) and/or any derivatives thereof.
- 8.3. **Confidential Information.**
- 8.3.1. Each party agrees that "**Confidential Information**" includes, without limitation, all technical and non-technical information provided by a party ("**Disclosing Party**") to the other party ("**Receiving Party**") that is either: (a) designated as confidential by the Disclosing Party at the time of disclosure; or (b) should reasonably be considered, given the nature of the information or the circumstances surrounding its disclosure, to be confidential. Each party, as a Receiving

Party will not: (1) use any Confidential Information except for the sole benefit of the Disclosing Party and only to the extent necessary to perform its obligations under this Agreement; or (2) disclose any Confidential Information of the Disclosing Party to any person or entity, except to the Receiving Party's own employees, consultants and agents who are involved in performing this Agreement, have a need to know, and are subject to non-disclosure obligations with terms no less restrictive than those herein.

8.3.2. The duties described in Section 8.3.1 will not apply to any information that: (a) is now or subsequently becomes generally available in the public domain through no fault or breach of this Agreement by the Receiving Party (b) is rightfully known by the Receiving Party prior to disclosure by the Disclosing Party; (b) is rightfully obtained by the Receiving Party without restriction from a third party not known by the Receiving Party to be subject to restrictions on disclosure; (c) is disclosed by the Receiving Party with the prior written approval of the Disclosing Party; or (d) is required to be disclosed by law or court order, but only to the extent required by law or court order so long as, if permitted under applicable law, Receiving Party provides advance notice to the Disclosing Party as promptly as possible and reasonably cooperates with the Disclosing Party's efforts to obtain a protective order regarding such disclosure at Disclosing Party's expense.

8.3.3. Upon expiration or any termination of this Agreement the Receiving Party will promptly destroy or (if requested) return the Disclosing Party's Confidential Information and all copies thereof, provided that the Receiving Party shall not be obligated to erase Confidential Information contained in archived computer system backups in accordance with the Receiving Party's security and/or disaster recovery procedures, provided further that any such Confidential Information retained by the Receiving Party shall continue to be protected by the confidentiality obligations of this Agreement.

## 9. **INDEMNIFICATION.**

9.1. **Licensor Indemnification.** Licensor will indemnify and hold OEM harmless against all actions, proceedings, suits, claims or demands that may be brought or instituted against OEM by any third party based on or arising out of allegations that OEM's use of the Software in accordance with the terms of this Agreement infringes any third party intellectual property rights ("**Claims**"). Licensor's foregoing defense and indemnity obligation shall not extend to claims based on (i) unauthorized modification or use of the Software made by OEM or any third party other than by or with the approval of Licensor; (ii) the combination of the Software with items not supplied by Licensor or approved by Licensor for use with the Software in the Documentation to the extent such Claim would not have arisen but for the combination; (iii) Open Source Software components; or (iv) OEM's or End Customer's use of any Upgrade which is not the latest available Upgrade of the Licensor Software, provided such Upgrade is commercially available for six months prior to the date of assertion of such Claim. As a condition to Licensor's indemnity obligation OEM shall give Licensor prompt notice of any such claim, grant Licensor sole control of the defense and/or settlement of any such claim (provided that Licensor shall not enter into any settlement that admits liability on behalf of OEM or imposes any obligations on OEM other than cessation of use of the allegedly infringing item or payment of amounts indemnified hereunder) and provide reasonable assistance as requested by Licensor. If the Software or part thereof becomes, or in Licensor's opinion may become, subject to a Claim or OEM's use thereof may be otherwise enjoined, Licensor may, at its option, either: (i) procure for OEM the right to continue using the Software; (ii) replace or modify the Software, so that it is non-infringing; or (iii) if neither of the foregoing alternatives is reasonably practical, terminate this Agreement and refund any sums prepaid for the unused Term, if any, upon the return or destruction (and certification of destruction) of the Software.

9.2. **OEM Indemnification.** OEM will indemnify and hold Licensor harmless against all actions, suits, claims demands or prosecutions that may be brought or instituted against Licensor by any third party based on or arising out of any of the following: (i) the use, sale or license of the Bundled Software by OEM; (ii) any representation made or warranty given by OEM with respect to the Software and/or the Bundled Software; (iii) the use of the Software by the End Customers in accordance with the terms of this Agreement, provided that such indemnification shall apply only

if the claim would not have been brought against Licensor but for the bundling of the Software with the OEM Software; (iv) the failure of the OEM to provide support to the End Customer for the Bundled Software; and (v) any claim arising due to the OEM's negligence or willful misconduct in the performance of its duties and obligations under this Agreement or with respect to any End Customers or Authorized Users. As a condition to OEM's indemnity obligation Licensor shall give OEM prompt notice of any such claim, grant OEM sole control of the defense and/or settlement of any such claim (provided that OEM shall not enter into any settlement that admits liability on behalf of Licensor or imposes any obligations on Licensor other than payment of amounts indemnified hereunder) and provide reasonable assistance as requested by OEM.

**10. DISCLAIMER OF WARRANTY.**

**Licensor Warranty**

- 10.1. During a warranty period commencing upon the date of first download of the Software by OEM and continuing for three (3) months thereafter, Licensor warrants for OEM's benefit alone that the Software, if operated as directed, shall operate substantially in accordance with the functional specifications in the Documentation. Licensor does not warrant that OEM's use of the Software will be uninterrupted or that the operation of the Software will be error-free or secure or that it will be compatible with all of OEM's or End Customers' equipment or software configurations, or that the Software is designed to meet all of OEM's or End Customers' business requirements. Licensor's sole liability and OEM's exclusive remedy for any breach of this warranty shall be that Licensor shall use commercially reasonable efforts to remedy any failure of the Software to materially conform to its Documentation in accordance with the terms of the Support Services, provided that (i) OEM is not otherwise in breach of this Agreement, and (ii) OEM notifies Licensor in writing of the claimed failure promptly upon discovery and within the warranty period, with a specific description of the Software's nonconformance sufficient to allow Licensor to replicate such nonconformance. Should Licensor be unable to remedy such failure within a reasonable time after notice has been provided, OEM sole remedy shall be to terminate this Agreement. For the sake of clarity, OEM shall be entitled to Support Services as described in Section 7.1 throughout the Term of this Agreement. Licensor shall have no financial obligation to OEM in connection with a breach of warranty under this Agreement.
- 10.2. Licensor may disclaim any obligation or liability under this Section 10 if Licensor determines that: (i) the Software has been altered, modified, or serviced other than by or with the approval of Licensor; (ii) the Software has been improperly installed or used in a manner other than as specified in the Documentation; or (iii) OEM has breached the terms of this Agreement. The warranty shall not apply if the Software is used on or in conjunction with hardware other than the unmodified version of the hardware with which the Software was designed to be used as described in the Documentation.
- 10.3. EXCEPT FOR THE EXPRESS WARRANTIES INCLUDED IN THIS AGREEMENT, LICENSOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE SOFTWARE AND/OR SERVICES. LICENSOR DISCLAIMS AND EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. OEM SHALL MAKE NO OTHER WARRANTY, EXPRESS OR IMPLIED, ON BEHALF OF LICENSOR AND ANY SUCH WARRANTY OR REPRESENTATION SHALL NOT BE BINDING ON LICENSOR.

**OEM Warranty.**

- 10.4. OEM shall not make any representations or warranties as to the performance of the Software, support or other services on behalf of Licensor or otherwise make commitments on behalf of Licensor that are inconsistent with the representations and warranties made by Licensor or that are not approved by Licensor.
11. **LIMITATION OF LIABILITY.** EXCEPT IN THE CASE OF WILLFUL MISCONDUCT, BREACH OF CONFIDENTIALITY AND/OR THE INFRINGEMENT INDEMNIFICATIONS UNDER SECTION 9 HEREOF, IN NO EVENT SHALL EITHER PARTY'S TOTAL MONETARY OBLIGATION AND LIABILITY TO THE OTHER PARTY OR ANY OTHER PARTY UNDER ANY CLAIM FOR ANY CAUSES OF ACTION PURSUANT TO THIS AGREEMENT, EXCEED US\$1,000. PAID BY OEM TO LICENSOR HEREUNDER DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT.



SUBJECT TO THE REQUIREMENTS AND LIMITATIONS, IF ANY, OF APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY, THE END CUSTOMERS, OR TO ANY THIRD PARTIES FOR INDIRECT, SPECIAL, CONSEQUENTIAL, COLLATERAL OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGE OR INJURY TO BUSINESS EARNINGS, LOST PROFITS, DATA OR GOODWILL SUFFERED BY ANY PERSON ARISING FROM AND/OR RELATED TO THIS AGREEMENT OR RELATED AND/OR CONNECTED TO ANY USE OF THE SOFTWARE, EVEN IF THE PUTATIVELY LIABLE PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 12. **TERMINATION OF AGREEMENT**

- 12.1. **Termination.** This Agreement may be terminated by either party, at any time prior to the expiration of the Term if the other party has committed a breach of any of its obligations hereunder that has not been cured within thirty (30) days after receipt of written notice.
- 12.2. **Automatic Termination.** This Agreement terminates automatically, with no further action by either party, if: (i) a receiver is appointed for either party or its property; (ii) either party makes an assignment for the benefit of its creditors; (iii) any proceedings are commenced by, for, or against either party under any bankruptcy, insolvency, or debtor's relief law for the purpose of seeking a reorganization of such party's debts, and such proceeding is not dismissed within sixty (60) calendar days of its commencement; (iv) either party is liquidated or dissolved; or (v) OEM breaches any obligation related to Licensor's Intellectual Property rights which has not been cured within 14 days from written notice pertaining to such breach.
- 12.3. **Force Majeure.** Neither party shall have any liability under the Agreement to the extent that the performance of its obligations is delayed, hindered or prevented by Force Majeure. If the period for which a party's performance is delayed, hindered or prevented by an Event of Force Majeure continues for more than thirty (30) days, then either party may terminate the Agreement immediately by written notice to the other party and such termination shall not be deemed a termination due to breach. In the event of any termination as a result of this paragraph, OEM's obligation to destroy or return the Software shall remain in effect.
- 12.4. **Post Termination.** Upon termination of this Agreement OEM shall discontinue immediately all further promotion, and marketing of the Software and use of the Software within the Bundled Software shall be discontinued at the termination of the Agreement. Within fifteen (15) days after termination of this Agreement, OEM shall destroy the Software and the Documentation and all copies and portions thereof, and shall provide written certification to Licensor that such destruction has been completed.

## 13. **GENERAL PROVISIONS**

- 13.1. **Assignment.** OEM may not assign, delegate, or otherwise transfer any or all of its rights or obligations under this Agreement without the prior written consent of Licensor.
- 13.2. **Notices.** All notices and demands hereunder shall be in writing and shall be served by personal service or by mail at the address of the receiving party set forth in this Agreement (or at such different address as may be designated by such party by written notice to the other party). All notices or demands by mail shall be certified or registered mail, return receipt requested, by nationally-recognized private express courier, or sent by electronic transmission, with confirmation received, to the email address specified below, and shall be deemed complete upon receipt.  
Licensor: email: [sisense.legal@sisense.com](mailto:sisense.legal@sisense.com)  
**OEM:** the address and contact information listed in the application form completed for this license.
- 13.3. **Governing Law.** This Agreement shall be construed and enforced in accordance with, and governed by, the substantive laws of the State of New York, United States of America, without regard to the conflict of laws principles thereof. The federal and state courts located in the City, County and State of New York shall have the sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement. The parties hereby expressly consent to such exclusive jurisdiction and irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient



forum. Licensor upon its sole discretion, shall have the right to seek an immediate injunction in respect of any breach of its Intellectual Property rights in any State jurisdiction and court.

- 13.4. **Relationship of the Parties.** In performing their respective services hereunder, OEM and Licensor shall operate as and have the status of independent contractors and shall not act as or be an agent or employee of the other. Neither party shall have any right or authority or assume or create any obligations or make any representations or warranties on behalf of the other party, whether expressed or implied, or to bind the other party in any respect whatsoever.
- 13.5. **Survival.** Notwithstanding any termination of this Agreement, Sections 2 (Definitions), 3.4 (OEM's Limitations), 3.5 (Reserved Rights), 8 (Proprietary Information and Non-Disclosure), 9 (Indemnification), 11 (Limitation of Liability), 12.4 (Post Termination), 13.2 (Notices), and 13.3 (Governing Law), shall survive and continue to be in effect in accordance with their terms.
- 13.6. **Headings.** The titles and headings of the various sections and paragraphs in this Agreement are intended solely for reference and are not intended for any other purpose whatsoever or to explain, modify, or place any construction on any of the provisions of this Agreement.
- 13.7. **All Amendments in Writing.** No provisions in any business forms employed by either party will supersede the terms and conditions of this Agreement, and no supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by an Authorized Representative of each party to this Agreement.
- 13.8. **Waiver.** Neither a delay nor a failure of either party to enforce any of the provisions of this Agreement shall be interpreted or construed to be a waiver of that party to enforce the same or any other provision hereof.
- 13.9. **Severability.** In the event that any provision of this Agreement is determined for any reason to be invalid or unenforceable as written, such provision shall be deemed inoperative only to the extent that it violates or conflicts with law or public policy, and such provision shall be deemed modified to the extent necessary to conform to such law or policy. All other provisions of this Agreement remain in full force and effect.
- 13.10. **Entire Agreement.** The parties have read this Agreement and agree to be bound by its terms, and further agree that it constitutes the complete and entire agreement of the parties and supersedes all previous communications, oral or written, between them relating to the license and to the subject matter hereof. No representations or statements of any kind made by either party that are not expressly stated herein shall be binding on such party.
- 13.11. **Audits.** At Licensor's discretion and upon reasonable advance notice, and no more than once per calendar year, Licensor reserves the right to conduct periodic reviews and audits to ensure compliance by OEM with the terms of this Agreement.
- 13.12. **Authorized Representatives.** The Parties authorized representatives shall be:  
For Licensor: CEO, COO or CFO  
For OEM: The person who completed the order form for this license or OEM's CEO

**OEM ACKNOWLEDGES THAT IT HAS READ AND UNDERSTOOD THIS LICENSE AGREEMENT AND  
AGREES TO BE BOUND BY ALL OF THE TERMS.**

## Schedule 1

If Bundled Software is marked with Licensor's Trademarks:

1. Sisense Logo



2. Use of existing Software and marketing materials, including links to Licensor's website, Licensor newsletters and any other materials provided by Licensor marketing for partner use.