SISENSE FUSION
TRIAL TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE PRODUCTS OR SERVICES OFFERED BY SISENSE INC. OR ANY OF ITS AFFILIATES ("SISENSE") WHICH REFERENCE THESE TERMS. YOU OR THE ENTITY YOU REPRESENT ("CUSTOMER") AGREE THAT YOU HAVE READ AND AGREE TO BE BOUND BY AND A PARTY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT TO THE EXCLUSION OF ALL OTHER TERMS AND YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO BIND CUSTOMER.

Sisense and Customer may each, at times, otherwise be referred to herein as a "party" or collectively as the "parties".

1. **DEFINITIONS**: Capitalized terms used but not otherwise defined in this Agreement shall have the following meaning:

1.1. "**Admin(s)**" means the User(s) who have authorization and access for user and data management of the Product.
1.2. "**Affiliate**" means all entities which are controlling, controlled by or under common control with a party. For purposes of this Agreement, "control" means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies or operations of an entity, whether through ownership or voting securities, by contract or otherwise.
1.3. "**Bundled Product**" means the technical integration of Customer Owned Software and the Product.
1.4. "**Core**" means a collection of one or more processor threads and a set of shared execution resources. A processor thread is the architectural state within a processor that tracks execution of a software program thread/task. Hyperthreading and other technologies that materially expand the processing capacity of a Core may not be used in connection with any Core-based subscription granted under this Agreement.
1.5. "**Customer Data**" means all data collected by the Product or the Bundled Product from or on behalf of the Customer, its Users, End Customers and any third parties representing the Customer.
1.6. "**Customer Owned Software**" means Customer's proprietary software.
1.7. "**Customer's Datasource**" means a data source accessed and used by the Product to generate its output. Customer acknowledges that the Product is not a system of record, and all Customer Data remains in the Customer's original data source.
1.8. "**Designer(s)**" means the User(s) that are authorized to create, edit and share data models and dashboards in the Product.
1.9. "**End Customer**" means an individual or entity to whom Customer sells, provides or distributes the Bundled Product and with whom Customer has entered into an agreement to provide the Bundled Product.
1.10. "**Generative AI Services**" means any feature or functionality within the Product that uses machine learning models (i.e., large language models) and is capable of generating new content in response to a user-submitted prompt or input (such as a query).
1.11. "**Intellectual Property Rights**" means all patent rights, copyrights, and trademark rights.
1.12. "**Personal Data**" means any information relating to an identified or identifiable natural person and includes 'personal data', 'personal information' or 'personally identifiable information' as defined under Data Protection Laws;
1.13. "**Product**" means the Sisense proprietary product(s) licensed, which may include, but is not limited to, Customer Hosted Product or Sisense Cloud Hosted Product, and shall include the

Documentation and all new versions and updates which are generally made available to all customers without an additional charge.

1.14. "**Services**" means, collectively, the products and services specified in the Agreement, which may include, without limitation: (i) provision of software or SaaS solutions or services in or through any Product; and (ii) the data, products and services of third parties that Sisense may make available to Customer from time to time.

1.15. "**User(s)**" means users granted access to use the Product on an individual basis (i.e., each User will be an individual assigned a unique login ID).

2. LICENSE GRANT, RESTRICTIONS, AND PROHIBITIONS

2.1. **Evaluation Subscriptions**. Subject to the terms of this Agreement, Sisense grants to Customer access to a Product solely for purposes of considering the purchase of a subscription to the Product. Customer is using a Product through the Free Trial section of Sisense's website, (collectively, the "**Evaluations**"), Sisense hereby grants to Customer, and Customer accepts, a nonexclusive, non-transferable, non-sub-licensable, non-production, revocable, limited right to use such Product, free of charge, for the sole purpose of evaluating whether to purchase a Product subscription, subject to the terms hereof. The evaluation period is limited to a maximum of thirty (30) days, unless Sisense has extended such period at its sole discretion. Customer shall be responsible for all acts and omissions of its employees, subcontractors, agents and other personnel and representatives, as well all other Users and their compliance with the terms of the Agreement and the Documentation. Customer will be granted one unique login and password for one user, or other form of personal authentication preventing unauthorized use (an "**Authorized ID**"), which shall be used by that individual only. Authorized IDs cannot be shared or used by more than one User at a time.

2.2. THE PRODUCTS AND SERVICES LICENSED TO THE CUSTOMER FOR PURPOSES OF EVALUATIONS AND/OR BETA TESTS ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTY OR INDEMNITY OF ANY KIND.

2.3. **License Prohibitions.** Customer agrees not to use the Products, or permit the Products to be used for the following purposes: (1) product benchmarking or other comparative analysis for any external use; (2) to violate applicable laws or any third party right; (3) to propagate any virus, worms, Trojan horses or other programming routines that may damage the Products or any systems or data; or (4) filing for intellectual property rights including any Product and/or the Documentation.

2.4. **License Restrictions.** Customer agrees to limit the use of the Product to the terms and conditions set forth. , Customer shall not, and shall not permit any third party to: (1) resell, sublicense, lease, time-share or otherwise make a Product available to a third-party; (2) attempt to gain unauthorized access to the Products or disrupt the performance of the Products; (3) modify, copy or make derivative works based on the Products; (4) decompile, disassemble, reverse engineer or otherwise attempt to derive the source code of any of the Products; (5) access the Products to build a competitive product or service or copy the Product features or user interface, or; (6) remove any title, trademark, copyright and/or other restricted rights, unless approved by Sisense.

2.5. **Audit.** Sisense reserves the right to conduct periodic reviews and audits to verify compliance with the terms of this Agreement. If such audit indicates Customer's usage of the Product exceeds the usage limits agreed upon, Sisense may work with Customer to seek to reduce Customer's usage so that it conforms to such usage limits.

3. PROCESSING OF DATA

3.1. **CUSTOMER DATA**. CUSTOMERS AGREES NOT TO UPLOAD OR SHARE WITH SISENSE ANY TYPE OF CONFIDENTIAL, SENSITIVE OR PERSONAL DATA DURING THE DURATION OF THIS AGREEMENT.

4. IP AND PROPRIETARY RIGHTS; RESTRICTIONS

4.1. **Sisense IP Ownership**. As between Customer and Sisense, Sisense is the sole owner of all Intellectual Property Rights to all materials provided by Sisense to Customer hereunder, including the Documentation, Products, and any derivatives thereof, as well as Sisense's Confidential Information (as defined below) and Sisense's names, trademarks, trade names and logos (collectively, "**Sisense IP**"). Customer acknowledges that it has no rights to Sisense IP except as expressly set forth herein.

4.2. **Customer IP Ownership**. As between Customer and Sisense, Customer is the sole owner of all Intellectual Property Rights to all materials provided by Customer to Sisense hereunder, including Customer's Confidential Information and Customer's names, trademarks, trade names and logos (collectively, "**Customer IP**"). Sisense acknowledges that it has no rights to Customer IP except as expressly set forth herein.

4.3. **Customer Data Ownership**. As between Sisense and Customer, all Customer Data is deemed Customer's property. Customer grants Sisense a non-exclusive license during the Term to use, copy, modify, process and distribute Customer Data solely for the purpose of providing the Product and Services listed herein in accordance with this Agreement.

4.4. **Product Usage Data.** Customer agrees that Sisense may use and disclose certain data, including Customer Data, derived from Customer's use of the Product and Services to create aggregated data and statistics about the Product and its features, which Sisense may provide to others, including Sisense's customers, potential customers and the general public, provided that such aggregated data and statistics do not contain any Personal Data or identify any living individual, Customer, Customer's clients, or any of their respective products or brands. Customer further agrees, that Sisense may use such data for marketing purposes and to conduct analysis in order to improve Customer's use of and experience with the Product.

4.5. **Feedback.** Customer shall have no obligation to provide feedback to Sisense. If Customer provides any feedback, comments, and suggestions to Sisense regarding the Service or the Product, such feedback shall expressly exclude any and all of Customer's Confidential Information. Customer is providing the feedback "as is" without warranty of any kind. Sisense's use of the feedback shall be at Sisense's sole and exclusive risk, and Customer will have no liability whatsoever in connection with the feedback. Sisense owns and has all right, title, and interest in any feedback provided by Customer and Customer hereby grants to Sisense a non-exclusive, non-transferable, worldwide, royalty-free, fully paid-up, perpetual, and irrevocable right and license to use such feedback in any form.

5. ADDITIONAL PRODUCT AND SERVICE SPECIFIC TERMS

5.1 **Other Sisense Software**. Sisense may, in its sole discretion, make available to Customer for its convenience certain software tools, software development kit(s), or similar software for download ("**Other Sisense Software**"). Such Other Sisense Software is not deemed and does not form part of the Product, and such Other Sisense Software, if any, is subject to the terms of the applicable license governing such Other Sisense Software. Customer acknowledges and agrees that any such use of such Other Sisense Software, as applicable, is subject to Customer's compliance with any such applicable terms.

5.2 **Third-Party Software**. Customer may elect to use or procure certain third-party products or services which integrate with or connect to the Product (including but not limited to add-on subscription(s) via Sisense's online marketplace which are developed by external third parties) ("**Third-Party Software**"). Customer acknowledges and agrees that (i) such Third-Party Software is not deemed and does not form part of the Product, and any use of such Third-Party Software is

subject to the appliable separate agreement between Customer and such third-party provider; (ii) by enabling Third-Party Software, Customer understands that data may flow between the Product and the Third-Party Software; and (iii) the provider of any such Third-Party Software is a third-party operator who is not provided by Sisense or appointed as a subcontractor or sub-processor of Sisense, and is only provided access to Customer Data in accordance with Customer's explicit instructions. The inclusion of a connection to the Third-Party Software is not an endorsement, authorization, sponsorship, or affiliation between Sisense and any of the Third-Party Software or their providers. Therefore, Customer hereby agrees that, notwithstanding anything to the contrary in this Agreement: (1) its use of any Third-Party Software is at Customer's sole risk, and under no circumstance will Customer hold Sisense liable for any losses or damages that Customer or any third party may incur as a result of or in connection with Customer's use of any Third-Party Software; and (2) Customer shall indemnify Sisense from and against any and all claims, damages, liabilities, losses and expenses (including attorneys' fees and any claim or threatened claim of third parties) incurred by Sisense that arise from Customer's use of any Third-Party Software.

5.3 **Generative AI Services**. The Product includes Generative AI Services.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, THE GENERATIVE AI SERVICES ARE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS, WITHOUT WARRANTY OR INDEMNITY OF ANY KIND, AND CUSTOMER ACKNOWLEDGES AND AGREES THAT ITS USE OF THE GENERATIVE AI SERVICES IS AT ITS SOLE RISK. SISENSE MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT RELATING TO THE GENERATIVE AI SERVICES. IN NO EVENT SHALL SISENSE OR ITS AFFILIATES BE LIABLE FOR ANY LOSSES, EXPENSES, COSTS, CLAIMS OR DAMAGES WHATSOEVER (WHETHER INCURRED BY CUSTOMER OR BY A THIRD PARTY) ARISING OUT OF OR RELATED TO CUSTOMER'S USE OF THE GENERATIVE AI SERVICES.

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6. CONFIDENTIAL INFORMATION

6.1. **Confidential Information**. Each party agrees that "**Confidential Information**" includes, without limitation, all information provided by a party ("**Disclosing Party**") to the other party ("**Receiving Party**") that is either designated as confidential at the time of disclosure or should reasonably be considered, given the nature of the information or the circumstances surrounding its disclosure, to be confidential. For the avoidance of doubt, Sisense's Confidential Information includes, among others, all Product features and information regarding pricing of its products and services. The Receiving Party will only use the Disclosing Party's Confidential Information for the purpose of fulfilling its contractual obligations under this Agreement and will not disclose it to any third party, except to the Receiving Party's own employees, directors, consultants, agents and Affiliates who have a need to know the Confidential Information for purposes of this Agreement and are subject to non-disclosure obligations with terms no less protective than those herein.

6.2. **Exclusions**. The duties described in Section 7.1 will not apply to any information that: (a) is or becomes publicly available through no fault of the Receiving Party; (b) is rightfully known by the Receiving Party prior to disclosure by the Disclosing Party; (c) 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; (d) is disclosed by the Receiving Party with the prior written approval of the Disclosing Party, or; (e) is independently developed by Receiving Party without using and without reference to the Confidential Information of the Disclosing Party. Receiving Party may disclose Confidential Information if and only to the extent it is required to be disclosed by law or regulatory 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 limit or obtain a protective order or other relief regarding such disclosure at Disclosing Party's expense.

6.3. **Injunctive Relief**. Both parties hereby agree that the Confidential Information to be disclosed hereunder is of a unique and valuable character, that damages to the Disclosing Party that would result from the unauthorized dissemination of the Confidential Information would be impossible to calculate and that the Disclosing Party has no adequate remedy at law. The parties further agree that the Disclosing Party may be entitled to obtain injunctive relief (without the posting of any bond or other security) preventing the further use and/or disclosure of any Confidential Information in violation of the terms hereof.

6.4. **Return or Destruction**. Within thirty (30) days after the expiration or termination of the Term (as defined below) or the earlier termination of this Agreement, the Receiving Party will destroy 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 its ordinary security and/or disaster recovery procedures, provided further that any such retained Confidential Information shall continue to be protected by the confidentiality obligations of this Agreement.

7. WARRANTY; DISCLAIMER

7.1. **Warranties**. Customer warrants that it has all legal rights to all Customer Data, (including the right to provide Customer Data to Sisense in accordance with the terms of this Agreement), and that such Customer Data does not violate any applicable law or third party right. Each party warrants that it: (a) has the legal power to enter into this Agreement and to perform its obligations hereunder; and (b) complies with all applicable laws in the performance of this Agreement.

Customer represents and warrants that: (a) it and its Users have all the necessary rights, licenses, consents, waivers and permissions to allow Sisense: (i) to store, process and deliver the Customer Data and otherwise provide the Services and operate the Product on behalf of Customer; (ii) to use any Customer Data provided to or collected by the Product according to Customer's instructions; and (iii) to receive, transfer and process any Customer Data from or to any third party according to Customer's instructions, whether by application program interface ("API"), file transfer protocol or other data transfer method; (b) neither Customer nor its Users, nor any of their respective users, will use the applicable Product or any of the Services in a way or for any purpose that infringes or misappropriates any third party's intellectual property rights or other proprietary rights; and (c) if Sisense considers, in its sole discretion, that any Customer Data breaches any of the requirements set forth in this Section, or may subject Sisense to material adverse risks, and Sisense requests that such Customer Data be removed or amended, then Customer will withdraw such Customer Data from the applicable Product or amend such Customer Data to Sisense's satisfaction.

7.2. **WARRANTY DISCLAIMER**. SISENSE AND ITS THIRD-PARTY LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE PRODUCT AND/OR ANY PROFESSIONAL SERVICES OR SUPPORT SERVICES. SISENSE DISCLAIMS AND EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY

AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY OF NONINFRINGEMENT OF THIRD PARTIES' RIGHTS. SISENSE DOES NOT WARRANT THAT CUSTOMER'S (OR ITS END CUSTOMERS', IF APPLICABLE) USE OF THE PRODUCTS WILL BE UNINTERRUPTED OR THAT THE OPERATION OF THE PRODUCTS WILL BE ERROR-FREE OR SECURE OR THAT IT WILL BE COMPATIBLE WITH ALL OF CUSTOMER'S (OR ITS END CUSTOMERS', IF APPLICABLE) EQUIPMENT OR SOFTWARE CONFIGURATIONS, OR THAT THE PRODUCT IS DESIGNED TO MEET ALL OF CUSTOMER'S (OR ITS END CUSTOMERS, IF APPLICABLE) BUSINESS REQUIREMENTS. SISENSE WILL NOT BE LIABLE FOR ANY LIABILITY, COST OR CLAIM ARISING DIRECTLY FROM CUSTOMER'S FAILURE TO UPDATE THE PRODUCT TO THE LATEST VERSION MADE AVAILABLE BY SISENSE. NO SISENSE DEALER, DISTRIBUTOR, RESELLER, AGENT, OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS, OR ADDITIONS TO THIS WARRANTY AND ANY OTHER SUCH TERMS OR REPRESENTATIONS OR WARRANTIES SHALL NOT BE BINDING ON SISENSE.

8. INDEMNIFICATION

8.1. **Customer Indemnity**. Customer shall defend, indemnify, and hold harmless Sisense, its Affiliates, successors and assigns, and their respective officers, directors, employees and agents from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys' fees) arising from or relating to Customer's breach of its representations and warranties contained in this Agreement.

8.2. **Indemnification Procedure**. In case Sisense is seeking indemnification, it shall (a) give the Customer from whom indemnification is sought prompt notice of any claim, (b) grant the Customer sole control of the defense and/or settlement of such claim,), and (c) provide reasonable assistance in the defense of such claim as requested by Customer at the Customer's sole expense.

9. LIMITATION OF LIABILITY

9.1. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, OR TO ANY THIRD PARTIES FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITIES, LOSS OR INACCURACY OF DATA, COSTS OF SUBSTITUTES, LEGAL FEES AND COURT COSTS), EVEN IF A PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2. WITHOUT DEROGATING FROM THE PROVISIONS OF SECTION 0, IN NO EVENT SHALL SISENSE'S AGGREGATED, CUMULATIVE MONETARY OBLIGATION AND LIABILITY TO THE CUSTOMER OR ANY OTHER PARTY UNDER THIS AGREEMENT REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE) EXCEED THE SUM OF 100$ (USD).

9.3. Notwithstanding anything to the contrary in this Agreement, Sisense shall have no liability arising from: (i) any disclosure of Customer Data by the Users or through the functions and settings of the Product under Customer's control; (ii) claims alleging that Customer Data violates any applicable law or any rights of a third party; or (iii) damages or losses, if any, caused by (1) any modification or adaptation made to the Product by anyone not acting on behalf of Sisense and (2) any third-party services or tools used by Customer including any custom code, API integration or services developed by Customer or its affiliates or subcontractors, any product additions, add-ons or plug-ins.

10. TERM; TERMINATION

10.1. **Term.** The term of this Agreement shall commence on the Effective Date and continue for 30 (thirty) calendar days.

10.2. **Termination**. Sisense may terminate this Trial period and agreement at any time, in its sole discretion.

10.3. **Effect of Termination**.. Sisense will erase all Customer Data in its possession and control within thirty (30) days after the expiration or termination of the Term or the earlier termination of this Agreement.

10.4. **Survival**. Notwithstanding any termination of this Agreement, Sections 4 (Proprietary Rights; Restrictions), 6 (Confidential Information), 8 (Indemnification), 9 (Limitation of Liability), 10.3 (Effect of Termination), and 11 (General Provisions), shall survive and continue to be in effect in accordance with their terms.

11. GENERAL PROVISIONS

11.1. **Entire Agreement**. This Agreement, constitutes the entire agreement between the parties, and supersedes all prior negotiations, understandings or agreements (oral or written), between the parties regarding the subject matter of this Agreement and all past dealing or industry custom. Any inconsistent or additional terms on any related Customer-issued purchase orders, vendor forms, invoices, policies, confirmation or similar forms, even if signed by the parties hereafter, shall not modify, negate or otherwise affect the terms of this Agreement. In the event of any conflict between the terms of this Agreement or other agreement with Customer, the terms of this Agreement will control unless otherwise explicitly set forth in a different agreement. This Agreement may be executed in one or more counterparts, each of which will be an original, but when taken together shall constitute one and the same instrument. Execution of a facsimile or electronic copy will have the same force and effect as execution of an original, and a facsimile or other electronic signature will be deemed an original and valid signature. No modification, consent or wavier under this Agreement will be effective unless in writing and signed by both parties. The failure of either party to enforce its rights under this Agreement at any time for any period will not be construed as a waiver of such rights. If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is in English only, which language will be controlling in all respects.

11.2. **Assignment**. A party to this Agreement may not assign, delegate, or otherwise transfer any or all of its rights or obligations under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, Sisense may from time to time assign this Agreement in whole only to: (a) its Affiliates; or (b) an acquirer of all or substantially all of its business or assets; provided that such Affiliate or acquirer assumes all of the obligations hereunder in writing.

11.3. **Notices**. All notices and demands hereunder shall be in writing and shall be delivered to the address of the Receiving Party referenced below (or at such different address as may be designated by such party by written notice to the other party). All notices or demands shall be served by personal service or sent by certified, registered or signed-for mail, return receipt requested, by reputable national or international private express courier, or by electronic transmission, with confirmation received, to the following address, and shall be deemed complete upon receipt: **To Sisense**: by email to sisense.legal@sisense.com. **To Customer**: the address and contact information Provided in the subscription form.

11.4. **Relationship of the Parties**. Customer and Sisense shall operate as independent contractors and not as partners, joint venturers, agents or employees 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.

11.5. **Government Terms.** If Product subscriptions or licenses are to be granted by Customer to the US government, then as defined in FAR section 2.101, any software and documentation provided by Sisense 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, performance, display, or disclosure of the Product or Documentation by such government agency 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. If Product subscriptions or licenses are to be granted by Customer to any government, public administration or other body or agency regulated by public law, then any use, modification, reproduction, performance, display, or disclosure of the Product or Documentation by such government agency will be governed solely by the terms of this Agreement to the extent permitted by applicable public procurement laws and regulations.

11.6. **Export and Import Compliance.** (a) Customer shall comply with all applicable U.S. import, export and re-export regulations, including but not limited to, any regulations of the Office of Export Administration of the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies and the export control regulations of the European Union; (b) the Product will not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries as to which the United States and/or the European Union maintains an embargo (collectively, "**Embargoed Countries**"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "**Designated Nationals**"), which lists of Embargoed Countries and Designated Nationals are subject to change without notice; and (c) the Product may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000.

11.7. **Use of Customer Name**. Sisense may use Customer's name, trade name(s), logo, and trademarks and refer to its relationship with Customer in its business development and marketing efforts.

11.8. **Force Majeure**. Except for payment obligations, neither party shall have any liability under this Agreement to the extent that the performance of its obligations is delayed, hindered or prevented by an event or circumstance outside the reasonable control of the party, including acts of God, natural disasters, terrorism, riots, war or the threat thereof, 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, and denial of service attacks.

11.9. **Choice of Law.** This Agreement and all matters arising out of or in connection with it shall be construed and enforced in accordance with, and governed by, the substantive laws the laws of the State of New York (without regard to its conflict of law provisions). 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. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

Sisense shall have the right to seek a preliminary, interim or preventative injunction in respect of any breach of its Intellectual Property Rights in any jurisdiction and court. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.