

SISENSE FUSION SELF-SERVICE
MASTER SUBSCRIPTION AGREEMENT

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE PRODUCTS OR SERVICES OFFERED BY SISENSE LTD. OR ANY OF ITS AFFILIATES (“SISENSE”) WHICH REFERENCE THESE TERMS. BY ACCESSING OR USING THE SERVICES, YOU OR THE ENTITY YOU REPRESENT (“CUSTOMER” OR “YOU”) 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 **“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.
- 1.5 **“Customer Owned Software”** means Customer's proprietary software.
- 1.6 **“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.
- 1.7 **“Designer(s)”** means the User(s) that are authorized to create, edit and share data models and dashboards in the Product.
- 1.8 **“Documentation”** means the standard documentation and user manuals available at <https://documentation.sisense.com/>.
- 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 **“End Customer Agreement”** means the written agreement between Customer and an End Customer pursuant to which the Bundled Product is licensed to such End Customer.
- 1.11 **“Environment”** means a logically isolated configuration of the Product designated for use by a Customer, in which the Customer’s data, users, and configurations are segregated from those of other customers, independent of the underlying infrastructure or deployment model.

1.12 **“On-Premise Access”** means that the Bundled Product will be accessed by an End Customer through physical installation at the End Customer’s location or on servers controlled by the End Customer.

1.13 **“Intellectual Property Rights”** means all patent rights, copyrights, and trademark rights.

1.14 **“Product”** means the applicable Sisense proprietary product(s) licensed under the Subscription Plan, and shall include the Documentation and all new versions and updates which are generally made available to all customers without an additional charge.

1.15 **“SaaS Access”** means that the Bundled Product will be accessed by the End Customers through a service or web access provided by the Customer to the End Customer.

1.16 **“Subscription Plan”** means the applicable package of services, features, functionalities, and usage entitlements granted to the Customer for access to and use of the Product, and other applicable Sisense offerings.

1.17 **“Sisense Trademarks”** means the trademark(s) set forth in Schedule 1 to this Agreement.

1.18 **“SLAs”** or **“Service Level Agreements”** means the then-current service level agreements applicable to the Product as described in Section 1.14 hereto.

1.19 **“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), the number of which shall be specified on the applicable Subscription Plan.

1.20 **“Viewer(s)”** means the User(s) that are authorized to view and filter the dashboards.

2. LICENSE GRANT, RESTRICTIONS, AND PROHIBITIONS

2.1 **License Grant.** The Product(s) to be provided by Sisense under this Agreement will be set forth in the Subscription Plan incorporating this Agreement by reference. Subject to the terms of this Agreement, Sisense grants to Customer a worldwide, royalty-free, non-exclusive, time-limited, non-transferrable (except as provided in Section 13.2), limited license to incorporate the Product into the Bundled Product, market and distribute the Bundled Product, and sublicense the Bundled Product to its End Customers (“License”) during the Subscription Period. 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. Each User shall receive a unique login and password 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. Customers may not use any scripts, automation, or other tools to reassign, rotate, or share licenses among multiple individuals.

2.2 **License Restrictions.** Customer agrees to limit the use of the Product to the terms and conditions set forth in the applicable Subscription Plan and this Agreement. Without limiting the foregoing, Customer shall not, and shall not permit any third party to except as expressly provided herein: (1) resell, sublicense, lease, time-share or otherwise make the Product available to a third-party other than Affiliates and authorized subcontractors; (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.

2.3 **License Prohibitions.** Except as expressly provided in this Agreement, 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 **Evaluation Subscriptions.** If Customer participates in testing (a “**Beta Test**”) of a pending release of such Product or of certain features or functionality of such Product prior to general release for purposes of identifying issues and providing Feedback (as defined below), the Beta Test term shall be determined at Sisense’s sole discretion. **THE PRODUCTS LICENSED TO THE CUSTOMER FOR PURPOSES OF BETA TESTS ARE PROVIDED ON AN “AS IS” BASIS, WITHOUT WARRANTY OR INDEMNITY OF ANY KIND.**

3. FEES & PAYMENT TERMS

3.1 **Subscription Plan Fees.** Subscription Plans purchased online shall be as listed on the pricing page at the time of purchase. Sisense reserves the right to modify the pricing or the Subscription Plans available for purchase at any time; provided, however, that for customers with existing Subscription Plans, any such modifications shall take effect only upon renewal of the applicable Subscription Plan. Fees for online Subscription Plans shall be charged in accordance with the then-current prices listed on the pricing page. Online Subscription Plans shall be prepaid and may be billed on a monthly or annual basis, as indicated on the pricing page at the time of purchase.

3.2 **Subscription Changes.** Customer may modify its Subscription Plan at any time through the applicable self-service ordering functionality in the Product. An “**Upgrade**” means any change that increases the Subscription tier, features, usage limits, or other entitlements, and a “**Downgrade**” means any change that decreases the same. Upgrades take effect immediately upon Customer’s completion of the applicable purchase and billing, and any additional fees will be prorated through the remainder of the then-current Subscription Period. Downgrades shall be effective as of the beginning of the next Subscription Term, and any corresponding fee adjustments will apply from that effective date.

3.3 **Payment and Payment Processor.** Customer agrees to pay all applicable amounts due under the Subscription Plan. Sisense is integrated with certain third-party payment processors (each a “**Payment Processor**”) to accept payment by Customer. The processing of payments may be subject to the terms, conditions and privacy policies of the Payment Processor in addition to this Agreement. Sisense is not responsible for any errors by the Payment Processor. By providing payment details to facilitate such payment, Customer authorizes Sisense and its Payment Processor to charge for all payments due (including any applicable taxes and processing fees) and each subsequent Renewal Term, as applicable, and further authorizes Sisense and its Payment Processor to store payment details for processing and perform any necessary verification procedures (including temporary charges). Customer represents and warrants that they are authorized to use the payment method provided. If payment fails due to insufficient funds, expired payment methods, or any other reason, Sisense or its Payment Processor, as applicable, may, at its discretion, retry the payment or suspend or terminate the services until payment is successfully processed. Nothing herein shall relieve Customer of its obligation to pay the full amount owed under the Subscription

Plan (including any applicable Renewal Terms), and failure to make timely payment via any payment method does not relieve Customer of its payment obligations hereunder.

- 3.4 **Late Fees & Collection Costs.** Except as expressly provided herein, all payments made hereunder are non-refundable and non-cancellable. Payments of amounts due under this Agreement that are made after the date and time of purchase or automatic renewal will incur interest at a rate equal to one percent (1%) per month (i.e., 12% per annum) or the highest rate permitted by applicable law, whichever is less.
- 3.5 **Taxes.** All amounts payable by Customer hereunder are exclusive of all duties and taxes, including but not limited to sales, use, goods and services, excise or value added taxes and withholding taxes (collectively, “**Taxes**”), where applicable. Customer shall pay and bear all Taxes associated with this Agreement, excluding taxes based solely on Sisense’s net income. Any withholding amount or deduction imposed on any payment made to Sisense shall be the sole responsibility of Customer and any payments of fees due to Sisense shall not be decreased in any manner by such withholding amount.

4. PROCESSING OF DATA

- 4.1 **Customer Data.** Sisense processes Customer Data, including personal data about any natural person (“**Personal Data**”, which may also be referred to as “personally identifiable information” or “personal information” by applicable laws), as a “data processor” acting on behalf of the Customer (who will be the “data controller” of such data).
 - 4.1.1. Sisense shall process such Personal Data in accordance with the Data Processing Addendum in effect at the time of this Agreement available at <https://pages.sisense.com/rs/601-OXE-081/images/Data-Processing-Addendum.pdf> (the “**DPA**”). Sisense may update the DPA from time to time in its reasonable discretion, provided there is no material degradation to the overall protections set forth in the DPA. In the event of any conflict between the terms and conditions of this Agreement and the DPA, the terms and conditions of the DPA will govern.
 - 4.1.2. 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.
- 4.2 **Definitions.** The terms “data processor,” “data controller,” “process” and their derivatives will have the meanings ascribed to them under the applicable privacy laws and regulations enforceable in the geographic territories where such processing occurs, or if not defined in any territory, they will have their plain language meanings in that territory.

5. IP AND PROPRIETARY RIGHTS; RESTRICTIONS

5.1 **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.

5.2 **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.

5.3 **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 in accordance with this Agreement.

5.4 **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.

5.5 **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.

6. EMBED TERMS

6.1 **Bundling Limitations.** The Customer shall use the Product only as part of the Bundled Product and shall comply in all respect with the terms stated in the applicable Subscription Plan and in the Agreement, including (i) Subscription Period, and (ii) On-Premise Access or SaaS Access. Customer shall use the Product for an internal use case only as needed for the development and support of the Bundled Product and not for any other internal use.

6.2 **End Customer Provisions**

6.2.1. **End Customer Agreement.** Customer shall ensure that each End Customer of the Bundled Product provided On-Premise Access has signed an End Customer

Agreement prior to End Customer's download or use of the Bundled Product. The End Customer Agreement will include terms which are materially the same as the terms referenced in Appendix 1 hereto ("Minimum Terms"). Sisense may amend the Minimum Terms in its reasonable discretion and will notify the Customer in writing of any changes. The Customer shall use commercially reasonable efforts to reflect those changes in the next update to the applicable End Customer Agreement(s).

- 6.2.2. **Limitations.** The End Customer Agreement shall limit the End Customer's use of the Product to the Bundled Product and applicable Subscription Period.
- 6.2.3. **Warranties.** Customer shall not make any representations or issue any warranties, express or implied, on behalf of Sisense to End Customers regarding the performance of the Product, support or other services to be provided by Sisense or otherwise make any commitments on behalf of Sisense that are not expressly approved by Sisense in writing, and any such unauthorized representations or warranties shall be void and shall not be binding on Sisense. Customer will be solely responsible for all claims, warranties, or representations made by Customer or its agents that differ from those contained in the Agreement.
- 6.2.4. **Indemnification.** Customer will indemnify and hold Sisense harmless against all actions, proceedings, suits, claims or demands that may be brought or instituted against Sisense by any third party (including any End Customer) based on or arising out of any violation by Customer of its obligations under this Section 6.2.

6.3 Customer Rights and Obligations

- 6.3.1. **Customer's IP.** As between Customer and Sisense, Customer is the sole owner of all Customer IP and Customer's Confidential Information. For the avoidance of doubt, Customer is the sole owner of the Customer Owned Software and/or any adaptations or derivatives thereof (excluding the Product incorporated therein as part of the Bundled Product or any other Sisense IP).
- 6.3.2. **Trademarks.** Sisense authorizes the Customer to use the Sisense Trademarks solely in connection with the sale, marketing, advertising, and promotion of the Bundled Product. Customer agrees not to affix any Sisense Trademark to products other than the Bundled Product. Notwithstanding the foregoing, nothing contained in this Agreement shall give Customer any ownership interest in any of Sisense's Trademarks.
- 6.3.3. **Marketing.** Customer will submit all promotional materials containing Sisense Trademarks or other items protected by Sisense's intellectual property rights for approval to Sisense prior to distribution. Customer shall apply the Sisense Trademarks only to marketing materials in accordance with the standards of quality in materials, design, workmanship, use, advertising and promotion, that are commonly applied in Customer's business or as approved from time to time by Sisense. Customer will (i) conduct business in a manner that reflects favorably at all times on the Product and the good name, goodwill, and reputation of Sisense; and (ii) make no false or misleading representations with respect to the Product. Customer's marketing of the Bundled Product will not violate: (i) any applicable laws or regulations and codes of practice, including in relation to advertising, e-commerce, commercial communications, data protection and privacy laws; (ii) international anti-corruption laws and regulations, including the United States Foreign Corrupt Practices Act and the UK Bribery Act; or

(iii) the rights of any third party, including any intellectual property rights or any rights of privacy or publicity. Except as expressly provided in this Section 6, upon termination of the Agreement, Customer shall promptly discontinue (i) all promotion and marketing efforts of the Product or the Bundled Product, (ii) use of the Product within the Bundled Product, and (iii) use of Sisense's intellectual property and Confidential Information.

7. **ADDITIONAL PRODUCT AND SERVICE SPECIFIC TERMS**

7.1 **Cloud SLAs.** Customer agrees to comply with the Sisense Cloud SLA Addendum ("Sisense **Cloud SLA Addendum**") attached hereto as Exhibit A. Sisense reserves the right to amend the Sisense Cloud SLA Addendum from time to time in its reasonable discretion.

7.2 **Support.** Sisense may provide technical support via in-product chat and self-service resources on an as-available basis. Sisense does not guarantee response times, resolution times, and no service level commitments apply. Sisense shall not provide support or maintenance services to End Customers for any reason. Customer shall be solely responsible for providing all support and maintenance services to its End Customers.

7.3 **White Labeling.** Subject to the applicable Subscription Plan, Customer may be authorized to use the Product without displaying Sisense Trademarks on the Product as permitted under the applicable white labeling option ("White Label"). Customer shall only be authorized to White Label the Product if "Co-Branded White Labeling" or "Full White Labeling" is purchased as part of the applicable Subscription Plan.

7.3.1. "Co-Branded White Labeling" shall mean that Customer may, through use of the tools provided by Sisense for such purpose, White Label the Product, but must state in its documentation and marketing materials that the Bundled Product is "powered by Sisense".

7.3.2. "Full White Labeling" shall mean that Customer may, through use of the tools provided by Sisense for such purpose, White Label the Product. Customer is not required to retain any Sisense Trademarks anywhere in the Bundled Product.

7.4 **AI Functions.** From time to time and as applicable, Sisense may introduce features and capabilities as part of the Product that utilize artificial intelligence, machine learning, or similar technologies (the "AI Functions"). These AI Functions may be developed by Sisense and/or Sisense's third-party providers, as a part of the Product. This Section 7.4 only applies to AI Functions provided within the Product and not to any artificial intelligence, machine learning, or similar technologies constituting Third-Party Software per Section 7.6.1 below.

Customer may provide Customer Data for use with AI Functions ("Input") and receive output generated and returned by the AI Functions based on the Input ("Output", and together with Input, "AI Content"). When Customer uses the AI Functions, as between the parties and to the extent permitted by applicable law, Customer owns the AI Content. Customer is solely responsible for its AI Content, including compliance with applicable laws and the Agreement. Other users providing similar Input to AI Functions may receive the same or similar Output. Responses received by other users are not Customer's AI Content. Customer acknowledges and understands that the AI Functions and the AI Content are limited in their nature. For example, Outputs may be biased, false, or inaccurate.

7.5 **Credits.** “Credits” are units of usage that may be included in, purchased under, or otherwise allocated through a Subscription Plan and may be applied toward designated Product functions or features. Credits are deducted from the Customer’s balance when utilized, and the number of Credits required for any particular function or feature may vary at Sisense’s sole discretion. Credits shall automatically reset at the commencement of each monthly period, measured from the start date of the applicable Subscription Period, and any unused Credits shall expire at the conclusion of such monthly period. Credits are non-transferable and non-refundable. Sisense reserves the right to modify the product functions or features that consume Credits and to establish or revise the rules governing their allocation, usage, and consumption.

7.6 **Other Software.**

7.6.1. **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 applicable 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.

7.6.2. **Generative AI Services.** The Product includes connections (including application programming interfaces) to generative artificial intelligence services (the “Generative AI Services”), which can also be operated by third parties. For Customer to be able to use the Generative AI Services operated by third parties, Customer will have to log-in to the Generative AI Services, using its own credentials with each of these services. Customer acknowledges that in this case, Generative AI Services are not provided by Sisense, but rather by third parties, and that the latter provide the Generative AI Services to Customer directly, and not as a subcontractor of Sisense. Accordingly, the provision of the Generative AI Services, as well as the processing of Personal Data that will be performed as part of them, will be subject to separate agreements between Customer and the third-party providers of the Generative AI Services. Sisense will not have any responsibility with respect to such services nor for the processing of Personal Data that will be performed as part of such Generative AI Services.

Customer acknowledges and agrees that the inclusion of a connection to the GenAI Services in the Product is not an endorsement, authorization, sponsorship, or affiliation between Sisense and any of the GenAI Services or their operators. Therefore, Customer hereby agrees that, notwithstanding anything to the contrary in the Agreement: (i) its use of any GenAI Services 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 the

GenAI Services; and (ii) 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 the GenAI Services.

8. **CONFIDENTIAL INFORMATION**

8.1 **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.

8.2 **Exclusions.** The duties described in Section 8.1 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.

8.3 **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.

8.4 **Destruction.** Upon termination of the Term (as defined below), the Receiving Party will, upon written request, 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.

9. **WARRANTY; DISCLAIMER**

9.1 **Mutual Warranties.** 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.

9.2 **Customer 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.

9.3 **WARRANTY DISCLAIMER.** EXCEPT FOR THE WARRANTIES EXPRESSLY INCLUDED IN THIS SECTION 9, SISENSE AND ITS THIRD-PARTY LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE PRODUCT AND/OR ANY 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. 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.

10. **INDEMNIFICATION**

10.1 **Sisense Indemnity.** Subject to Section 10.3 hereof, Sisense will indemnify, defend, and hold harmless Customer, its subsidiaries, its Affiliates, and their respective officers, directors, employees and agents from and against any and all direct losses, costs, damages or liabilities finally awarded by a court of competent jurisdiction or pursuant to a settlement agreement signed by an authorized representative of Sisense arising from actions, proceedings, suits, claims or demands that are brought or instituted against Customer by a third party alleging that Customer's use of the Product(s) infringes any third party's Intellectual Property Rights ("**Infringement Claims**"). Notwithstanding the foregoing, Sisense shall have no liability or obligation hereunder with respect to any Infringement Claim to the extent such Infringement Claim arises from or is related to: (a) any use of the Product(s) that is not in accordance with this Agreement and the Documentation; (b) modifications, adaptations, alterations, or enhancements of the Product(s) not created by or for Sisense; (c) the combination of the Product(s) with items not supplied by Sisense or approved for use with the Product(s) by Sisense in the Documentation to the extent such claim would not have arisen but for the combination. If a Product or part thereof becomes, or in Sisense's opinion may become, subject to an Infringement Claim or Customer's use thereof may be otherwise enjoined, Sisense may, at its option, either: (i) procure for Customer the right to continue using the Product; (ii) replace or modify the Product, so that it is non-infringing; or (iii) if neither of the foregoing alternatives is reasonably practical, terminate this Agreement and refund the subscription fees prepaid for the unexpired Term. To the extent permitted by applicable law, this Section 9.1 states Sisense's entire liability and Customer's exclusive remedy for any third party claims of infringement.

10.2 **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.

10.3 **Indemnification Procedure.** The party seeking indemnification (the “**Indemnified Party**”) shall (a) give the party from whom indemnification is sought (the “**Indemnifying Party**”) prompt notice of any claim, (b) grant the Indemnifying Party sole control of the defense and/or settlement of such claim (provided that Indemnifying Party shall not enter into any settlement or dispose of any claim in a manner that admits liability on behalf of the Indemnified Party or imposes any obligations on the Indemnified Party without its prior written consent (not to be unreasonably withheld, conditioned, or delayed), other than payment of amounts indemnified hereunder or cessation of use of the allegedly infringing item), and (c) provide reasonable assistance in the defense of such claim as requested by Indemnifying Party at the Indemnifying Party’s sole expense.

11. **LIMITATION OF LIABILITY**

11.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SISENSE BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO YOUR USE OF THE SERVICES, UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, PRODUCT LIABILITY, OR OTHERWISE. TO THE EXTENT THE PRECEDING LIMITATION DOES NOT APPLY UNDER APPLICABLE LAW, SISENSE’S LIABILITY ARISING OUT OF THE SERVICES PROVIDED HEREUNDER SHALL NOT, IN ANY EVENT, EXCEED THE PAYMENTS, WITH RESPECT TO YOU, PAID OR PAYABLE BY YOU, OR WITH RESPECT TO SISENSE, PAID BY YOU TO SISENSE FOR THE SERVICES THAT GAVE RISE TO THE ACTION OR CLAIM DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT.

12. **TERM; TERMINATION**

12.1 **Term and Subscription Period.** This Agreement shall commence upon Customer’s acceptance and purchase of a Subscription Plan and shall remain in full force and effect for so long as the Customer maintains an active subscription, including any Renewal Terms (as defined herein) unless earlier terminated pursuant to the terms hereof (the “**Term**”). The Services are provided on a recurring subscription basis, with each subscription cycle (the “**Subscription Period**”) being monthly or annual, as specified on the pricing page at the time of purchase.. Notwithstanding anything to the contrary herein, each Subscription Period shall automatically renew for successive periods of equivalent duration (each, a “**Renewal Term**”), unless terminated earlier pursuant to this Agreement.

12.2 **Termination.** Customer may terminate the applicable Subscription Plan through the termination procedures made available in the Product, and any such termination shall be effective as of the expiration of the then-current Subscription Period. Sisense may also terminate Customer’s Subscription Plan and this Agreement, or suspend provision of services and access to the Product, immediately if: (i) Sisense changes the way it provides or discontinues any service or Product; (ii) Customer is late in payment or otherwise in breach of this Agreement; (iii) Sisense reasonably determines that Customer’s use of the Product poses a risk to the availability, functionality or security of the Product; (iv) Sisense reasonably determines that Customer’s use of the Product may be unlawful; or (v) Customer ceases to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding. If Sisense suspends Customer’s right to access or use any portion or all of the Product, Customer will remain responsible for all fees and charges that incurred during the suspension and Customer will not be entitled to any credit or

refund. Sisense will use commercially reasonable efforts to restore Customer's access to the Product promptly following resolution of the cause of suspension.

- 12.3 **Effect of Termination.** In the event that this Agreement is terminated for Customer's breach, any active Subscription Plan shall be terminated immediately. 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.
- 12.4 **Survival.** Notwithstanding any termination of this Agreement, Sections 5 (Proprietary Rights; Restrictions), 8 (Confidential Information), 10 (Indemnification) (for a period of one (1) year from the effective date of such termination), 11 (Limitation of Liability), 12.3 (Effect of Termination), and 13 (General Provisions), shall survive and continue to be in effect in accordance with their terms.

13. **GENERAL PROVISIONS**

- 13.1 **Entire Agreement.** This Agreement, together with terms and limitations of any Subscription Plan purchased online by Customer in connection herewith, 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. Sisense may update this Agreement from time to time in its sole discretion. 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.
- 13.2 **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.
- 13.3 **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 contact information submitted by Customer in connection with the free trial or the purchase of a Subscription Plan.
- 13.4 **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.

13.5 **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.

13.6 **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.

13.7 **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.

13.8 **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.

13.9 **Governing 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 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. 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.

SCHEDULE 1

If Bundled Product is marked with Sisense's Trademarks:



APPENDIX 1

MINIMUM TERMS

- (i) End Customers shall receive a non-exclusive, non-sublicensable, non-transferable, limited license to use the Bundled Product, in machine-readable, object code form only.
- (ii) Bundled Product shall be licensed for End Customer's internal use only and not exceed the scope of use stated in the Agreement.
- (iii) No ownership or title to the Sisense intellectual property shall be transferred to the End Customer. Sisense shall own and shall retain all rights, including all intellectual property rights, to the Product.
- (iv) End Customer shall not reverse compile, reverse engineer, or disassemble any portion of the Bundled Product or Product (except as is required to be permitted by applicable law);
- (v) End Customer shall not derive or attempt to derive, the source code of the Product;
- (vi) End Customer shall not modify or create adaptations or derivative works of the Product;
- (vii) End Customer shall not remove, alter or obscure any proprietary notice or identification, including copyright or trademark notices, contained in or on the Product;
- (viii) Include (a) standard warranty disclaimers, including conspicuous disclaimers of warranties of merchantability, satisfactory quality and fitness for particular purpose, and (b) a statement that Sisense and its licensors do not grant any warranty to the End Customer and shall not have any direct or indirect liability to the End Customer; and
- (ix) End Customer shall agree that upon termination of the license to use the Bundled Product it will discontinue its use and irrevocably erase the Bundled Product and Product (including all archival or other copies) and all Documentation.

EXHIBIT A

This Sisense Cloud Self-Service SLA Addendum (the “**Cloud SLA Addendum**”) sets forth the SLAs and other material terms applicable to the Product. Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Agreement.

1. DEFINITIONS.

- 1.1. **“Available”** means that the material components of the Product can be accessed by the Customer.
- 1.2. **“Downtime”** means any time that the Product is not Available.
- 1.3. **“Monthly Availability Percentage”** will be calculated per calendar month, as follows:

$$\frac{\text{Available (minutes during applicable calendar month)}}{\text{Scheduled Available Time (minutes during applicable calendar month)}} \times 100$$

- 1.4. **“Scheduled Available Time”** means 24 hours a day and 7 days a week *minus* any Downtime time attributed to the SLA Exclusions.

2. AVAILABILITY SLAS

- 2.1. **Availability SLAs.** Sisense shall undertake commercially reasonable efforts to ensure the Product is Available as follows:

Availability SLA

Monthly Availability Percentage

Less than 99.9% but equal to or greater than 99.0%

Less than 99.0%

3. SLA EXCLUSIONS

- 3.1. Downtime due to any of the following reasons shall be excluded from the Scheduled Available Time definition (“**SLA Exclusions**”):

- 3.1.1. **Scheduled Maintenance.** Any scheduled maintenance posted on Sisense’s website or other planned Downtime (provided Sisense gives at least 24 hours’ prior notice to the Customer). Sisense will use commercially reasonable efforts to schedule maintenance at times that minimize impact to its customers.
- 3.1.2. **Emergency.** Emergency maintenance reasonably necessary to fix critical functionality, security or other vulnerabilities or material defects that may substantially impair the usability or performance of the Sisense Cloud Hosted Product and that cannot reasonably be performed during a scheduled maintenance window.
- 3.1.3. **Acts of God.** Any unavailability caused by circumstances beyond Sisense’s reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Sisense employees).

- 3.1.4. **Datasources.** Any unavailability caused by issues associated with data refreshing from Datasources.
- 3.1.5. **Data Design.** Any unavailability attributable to Customer's failure to adhere to the best practices for data modeling set forth in the Documentation.
- 3.1.6. **Other.** Any unavailability that results from (i) any actions or inactions of Customer; (ii) Customer's equipment, software or other technology, (iii) third party equipment, software or other technology (other than third party equipment within Sisense's direct control); (iv) Internet service provider failure or delay, (v) use of the Product which is not in accordance with the scope of the license granted to Customer, or (vi) Sisense's suspension or termination of Customer's right to use the Product in accordance with the Agreement.