Sisense Cloud SLA Addendum

1. **DEFINITIONS.** All capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Agreement. As used herein, the following capitalized terms shall have the following meaning:

   1.1. **"Available"** means that the key components of the Product are accessible and operable over the internet as indicated using Sisense's monitoring tools.

   1.2. "**Datasource**" means a data source accessed and used by the Product to generate its output.

   1.3. "**Downtime**" means any time that the Product is not Available, excluding SLA Exclusions (as defined herein).

   1.4. **"Emergency Maintenance"** means any maintenance reasonably necessary to fix critical functionality, security or other vulnerabilities or material defects that may substantially impair the usability or performance of the Product which cannot reasonably be performed during the Scheduled Maintenance window. Sisense will use commercially reasonable efforts to notify Customer (by email, or by posting to Sisense's website) of Emergency Maintenance as soon as reasonably practicable.

   1.5. **"Monthly Uptime Percentage"** is calculated per Sisense Cloud Instance and means the percentage of time that the Product is Available in a calendar month, calculated in accordance with the following formula:

   $$\frac{minutes\ Available\ during\ applicable\ calendar\ month}{Schedule\ \ Availability\ Time\ (in\ minutes)in\ applicable\ calendar\ month} \times 100$$

   1.6. **"Scheduled Availability Time"** means 24 hours a day, 7 days a week, excluding SLA Exclusions (as defined herein).

   1.7. **"Scheduled Maintenance"** means any Downtime of which Customer is notified at least three (3) days in advance (by email or by posting to Sisense's website) or during a standard maintenance window, as published by Sisense from time to time on its website. In either of the foregoing two situations, Sisense will use commercially reasonable efforts to schedule maintenance at times that minimize impact to customers generally.

   1.8. **"Service Credit"** is calculated by multiplying the percentage in the table in Section 6.1 by the pro rata fee for the Cloud Product(s) that experienced the Monthly Uptime Percentage failure for the calendar month in which the failure occurred.

2. **SISENSE CLOUD**

   2.1. The Sisense Cloud managed service ("**Sisense Cloud**") is a service granting Customer access to the Software deployed, hosted, and managed by Sisense on a cloud environment (the "**Environment**"). Sisense will provide Customer and its Authorized Users with access and the right to use the Software in the Environment in accordance with the scope of use specified on the Sales Order and this Addendum. Unless explicitly stated otherwise in the applicable Sales Order, no license is granted to Customer to download, install, activate, copy, or use the Software on servers other than the Environment.

3. **CUSTOMER DATA**

   3.1. **License to Customer Data.** Customer grants Sisense and its affiliates and contractors a worldwide, limited-term license to host, copy, use, transmit, and process Customer Data in accordance with the Agreement and any applicable Sales Order, including expressly this Addendum. Except for the limited license granted herein, Sisense shall acquire no right or title to Customer Data. Without limiting the generality of the foregoing, processing of Customer Data may include: (i) uploading, hosting, combining, analyzing, creating graphs and visualizations, displaying and delivering Customer Data as directed by Customer using the Product functionalities; (ii) performing support for Sisense Cloud; and (iii) maintaining logs for compliance with data retention laws and internal security and disaster recovery policies Customer acknowledges and agrees that Sisense does not screen or review Customer Data on the Sisense Cloud.

   3.2. **Data Deletion.** Upon Customer's request, Sisense will erase all Customer Data from the Environment within thirty (30) days after the expiration or termination of a Subscription Period.

4. **SLA EXCLUSIONS**

   4.1. Downtime due to any of the following reasons ("**SLA Exclusions**") shall not be counted as Scheduled Availability Time:

      4.1.1. Scheduled Maintenance.

      4.1.2. Emergency Maintenance.

      4.1.3. Downtime related to any forces beyond Sisense's reasonable control, including internet outages, malicious attacks or outages with respect to Customer's network or internet access, the performance of any third party communications, an Event of Force Majeure, Customer's, its Authorized Users' or any third party's actions or omissions, equipment, software, or other technology.

      4.1.4. Downtime caused by issues with data refreshing from Datasources in ElastiCubes or Live Connect.

      4.1.5. Downtime attributable to business intelligence activity, not system functions (e.g. many-to-many data schemas, suboptimal ElastiCube design).

5. **RESPONSE TO AVAILABILITY INCIDENTS AND SUPPORT**

   5.1. **Reporting**. If Customer experiences Downtime, it shall report it to the Support Services helpdesk as set forth in the Support Terms.

   5.2. **Response.** Sisense shall acknowledge a Customer report of Downtime within the applicable response times for Sisense Cloud Managed Service Customers set forth at https://www.sisense.com/support-resources/, which may be updated from time to time provided that such updates do not materially degrade such response times when taken as a whole. Following acknowledgment, Sisense will commence action to address the issue. If the reported issue is not a Sisense Cloud availability issue, it will be addressed in accordance with the Support Terms.

6. **SERVICE CREDIT**

   6.1. If Sisense fails to meet the below Monthly Uptime Percentages in any calendar month during the current Term and Customer is in compliance with all of its obligations under the Agreement, Sisense will provide Customer with a Service Credit as follows:

For Customers who have purchased Premium Availability SLA:

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.99% but equal to or greater than 99.0%	5%
Less than 99.0%	10%

For Customers who have purchased Standard Availability SLA:

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.9% but equal to or greater than 99.0%	5%
Less than 99.0%	10%

In order to receive the Service Credit, Customer must notify Sisense in writing and request the Service Credit within ten (10) business days following the end of the calendar month in which the SLA failure occurred. The Service Credit will be applied to the next billing cycle that is at least sixty (60) days after the calendar month in which the SLA failure occurred. The Service Credit is Customer's sole and exclusive remedy with respect to any failure by Sisense to meet the applicable Monthly Uptime Percentage.

7. **DISCLAIMER OF LIABILITY**

   7.1. Notwithstanding anything to the contrary in the Agreement, and in addition to any disclaimer of liability in the Agreement, Sisense shall have no liability arising from: (i) any disclosure of Customer Data by the Authorized Users or through the functions and settings of the Product under Customer's control; (ii) claims alleging that Customer Data violates the intellectual property rights of a third party, including copyright, privacy rights, data protection rights, database rights, trade secret, or trademark (including data made available by or on behalf of customers); or (iii) damages or losses, if any, caused by any modification or adaptation made by Customer to Sisense Cloud without Sisense's express prior written consent.

8. **EARLIER SISENSE AGREEMENTS**

   8.1. For licenses or subscriptions governed by any Sisense agreement in effect prior to May 1, 2020, the following defined terms in this Addendum correspond to the defined terms in such earlier agreements:

   - Sisense – Licensor
   - Customer – Licensee or OEM
   - Product – Software