

DATA PROCESSING ADDENDUM

This Data Processing Addendum (“**DPA**”) forms part of, and is subject to, the Agreement between the Sisense entity providing the Services (as defined below) under such Agreement (as defined below) and the Customer set forth in the Sales Order in relation to Sisense’s Processing of Customer’s Protected Data. This DPA shall be effective on the effective date of the Agreement, unless this DPA is separately executed, in which case it is effective on the date of the last signature. Capitalized terms used but not defined herein shall have the meaning assigned to such terms in the Agreement.

1. DEFINITIONS

- 1.1. “**Agreement**” means: (i) each applicable Sales Order and/or Statement of Work for the Services Customer has purchased from Sisense, and (ii) the applicable Master Subscription Agreement or other written or electronic terms of service or subscription agreement referenced in the applicable Sales Order and/or Statement of Work or signed and executed by and between Customer and Sisense;
- 1.2. “**Controller**” means the entity which determines the purposes and means of the Processing of Protected Data;
- 1.3. “**Data Subject**” means the identified or identifiable natural person to whom the Protected Data relates;
- 1.4. “**Data Subject Request**” means a request made by an individual to exercise their rights under Data Protection Laws;
- 1.5. “**Data Protection Law(s)**” means the laws, regulations, and binding administrative rules worldwide regarding the protection of data and privacy of individuals, including (if applicable), without limitation, the EU/UK Data Protection Laws, the US Privacy Laws (as defined below) and the Federal Law No. 13.709/2018 (Brazilian General Law on Data Protection (LGPD)), but not including any industry-specific or sector-specific laws, regulations, rules, or industry-standards, such as those related to healthcare (including HIPAA, as defined below) , financial services, payment card, or government and public bodies;
- 1.6. “**Data Protection Authority**” means an EU Supervisory Authority, an Information Commissioner or any duly authorized government authority responsible for administering Data Protection Laws;
- 1.7. “**EU/UK Data Protection Laws**” means: (i) Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the Processing of Personal Data on the free movement of such data (General Data Protection Regulation) (the “**EU GDPR**”); (ii) the EU GDPR as saved into United Kingdom law by virtue of section 3 of the United Kingdom’s European Union (Withdrawal) Act 2018 (the “**UK GDPR**”); (iii) the EU e-Privacy Directive (Directive 2002/58/EC); and (iv) any and all applicable national data protection laws made under, pursuant to or that apply in conjunction with any of (i), (ii) or (iii); in each case as may be amended or superseded from time to time;
- 1.8. “**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;
- 1.9. “**Personal Data Breach**” means any breach of Sisense’s security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, any Protected Data;
- 1.10. “**Processor**” means the entity which processes Protected Data on behalf of the Controller. For the purpose of this DPA, a “service provider” under US Privacy Laws shall be referred to herein as a Processor;
- 1.11. “**Processing**” means any operation or set of operations which is performed upon Protected Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or

- destruction, and “**Process**”, “**Processes**” and “**Processed**” will be interpreted accordingly;
- 1.12. “**Protected Data**” means Personal Data in Customer Data submitted into the Services by the Customer in compliance with the terms of the Agreement;
 - 1.13. “**Purposes**” means: (i) Sisense’s provision of the Services as described in the Agreement, including Processing initiated by Authorized Users in their use of the Services; and (ii) further documented, reasonable and lawful instructions from Customer agreed upon by the parties in accordance with the terms of this DPA;
 - 1.14. “**Restricted Transfer**” means: (i) where the EU GDPR applies, a transfer of Protected Data from the European Economic Area (“**EEA**”) to a country outside the EEA, which is not subject to an adequacy determination by the European Commission; (ii) where the UK GDPR applies, a transfer of Protected Data from the United Kingdom to any other country which is not subject based on adequacy regulations pursuant to Section 17A of the United Kingdom Data Protection Act 2018; and (iii) where the Swiss DPA applies, a transfer of Protected Data from Switzerland to any country which is not recognized to provide adequate protection by the Swiss Federal Data Protection and Information Commissioner (“**FDPIC**”).
 - 1.15. “**Services**” means the Product pursuant to the Agreement and as further specified in the Documentation;
 - 1.16. “**Standard Contractual Clauses**” means: (i) where the EU GDPR applies, the contractual clauses annexed to the European Commission’s Implementation Decision 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to the EU GDPR (“**EU SCCs**”); and (ii) where the UK GDPR applies, the UK Addendum (as defined below);
 - 1.17. “**Sub-Processor**” means any Processor engaged by Sisense in order to process Protected Data under this DPA on behalf of Sisense;
 - 1.18. “**Swiss DPA**” means the Swiss Federal Data Protection Act of June 19, 1992, and its corresponding regulations;
 - 1.19. “**UK Addendum**” means the UK Addendum to the EU Standard Contractual Clauses issued by the Information Commissioner’s Office under s.119A(1) of the Data Protection Act 2018;
 - 1.20. “**US Privacy Laws**” means all U.S. state privacy laws applicable to the Personal Data, including where relevant: (i) the California Consumer Privacy Act (the “**CCPA**”), as amended by the California Privacy Rights Act (“**CPRA**”); and, where applicable, (ii) the Virginia Consumer Data Protection Act (“**CDPA**”); (iii) the Colorado Privacy Act (“**CPA**”), when effective; (iv) the Utah Consumer Privacy Act, when effective (“**UCPA**”); (v) the Connecticut Data Privacy Act (“**CTDPA**”), when effective; in each case, only to the extent that such law(s) apply to the processing of Personal Data under this DPA, and as well as any regulations that may be issued thereunder.

2. SCOPE AND THE ROLES OF THE PARTIES

- 2.1. This DPA applies where and only to the extent that Sisense Processes Protected Data on behalf of Customer as Processor, in the course of providing the Services.
- 2.2. The parties acknowledge and agree that, with respect to the Processing of Protected Data: (i) Customer shall be the Controller, “organisation”, “business”, or their equivalent terms, as applicable (and if Customer processes the Protected Data on behalf of a third-party – a Processor, or its equivalent terms, as applicable), and; (ii) Sisense shall be the Processor, “service provider”, or their equivalent terms, as applicable (and if Customer processes the Protected Data on behalf of a third-party – a Sub-Processor, or its equivalent term, as applicable).

- 2.3. If any Data Protection Law imposes on Sisense additional or overriding obligations to those in this DPA with respect to its Processing of Protected Data or requires Customer and Sisense to enter into any additional agreements or to implement any additional security or organizational measures to process Protected Data under the Agreement, Sisense and Customer agree to negotiate such additional obligations, agreements, or security measures in good faith.

3. DATA PROCESSING RESPONSIBILITIES

- 3.1. **Sisense Responsibilities.** Sisense shall: (i) Process the Protected Data only for the Purposes. The parties agree that the DPA and the Agreement are Customer's complete and final documented instructions, and if Customer acts as a Processor on behalf of its Controller, then such instructions are consistent with its Controller's instructions. The parties further agree that any additional instructions, to be provided by Customer from time to time, must: (a) be consistent with the terms of the Agreement and this DPA, (b) be accepted by Sisense by amending this DPA, and (c) not contradict any applicable law; and (ii) inform Customer if it becomes aware that Customer's Processing instructions infringe Data Protection Laws (but without obligation to actively monitor Customer's instructions' compliance with such Data Protection Laws).
- 3.2. **Sisense's Responsibilities under US Privacy Laws.** Sisense shall: (i) not "sell" Protected Data (as such term is defined by US Privacy Laws) or share the Personal Data for the purposes of targeted or cross-contextual behavioral advertising; (ii) not retain, use or disclose Protected Data for any purpose other than for the specific purpose of performing the Services, or outside the business relationship between Customer and Sisense, except where necessary to provide the Services or as permitted or required under Data Protection Laws; (iii) not combine Protected Data with information received from another source, except where necessary to provide the Services or as permitted or required under Data Protection Laws; (iv) notify Customer if it makes a determination that it can no longer meet its obligations under US Privacy Laws, in which case, Customer may, upon written notice, and at Customer's expense, take reasonable steps to stop and remediate an unauthorized use of Protected Data in accordance with US Privacy Laws, which may include, by way of example, assessments, audits (in accordance with the terms of this DPA) and other technical or operational testing; and (v) provide the same level of privacy protection for the Protected Data as required by the CCPA in order to give effect to consumer requests made, including informing of any consumer request made and cooperating to ensure the information necessary to comply with the request is provided. Sisense certifies that it understands and will comply with the restrictions of this Section 3.2.
- 3.3. **Customer Responsibilities.** Customer is solely responsible for its and its Authorized Users' Processing of Protected Data through use of the Services and for the accuracy and quality of the Protected Data. Customer shall: (i) comply with all necessary requirements under Data Protection Laws; (ii) provide notice and obtain all consents, permissions and/or rights (as applicable) necessary under Data Protection Laws to disclose or make available any Protected Data to Sisense and ensure Sisense's lawful Processing of the Protected Data (including, without limitation, any sensitive data) under this DPA and the Agreement; (iii) not request or cause Sisense to Process Protected Data in a manner that does not comply with the applicable Data Protection Laws; (iv) be responsible for any communications, notifications, assistance and/or authorizations that may be required by its Controller or in relation to its Controller with regard to this DPA, where Customer acts as a Processor on behalf of its Controller; and (v) use the Services in a manner designed to ensure a level of security appropriate to the Protected Data, such as backing-up the Protected Data.

4. RESTRICTED TRANSFERS AND ONWARD TRANSFERS

- 4.1. **Restricted Transfers.** The parties agree that where the transfer of Protected Data from Customer to Sisense is a Restricted Transfer, it shall be subject to the appropriate Standard Contractual Clauses as follows:
- (a) In relation to Protected Data that is protected by the EU GDPR, the EU SCCs will be deemed

executed, entered into and incorporated into this DPA by this reference as follows:

- (i) Module Two will apply to the extent that Customer is a Controller of the Protected Data, and Module Three will apply to the extent that Customer is a Processor of the Protected Data on behalf of a third-party Controller;
 - (ii) in Clause 7, the optional Docking Clause will apply;
 - (iii) in Clause 9, Option 2 will apply, and the time period for notice of Sub-Processors changes shall be as set out in Section 6.2 of this DPA;
 - (iv) in Clause 11, the optional language will not apply;
 - (v) Clause 13(a) shall be deemed completed as indicated in **Exhibit 1.C**;
 - (vi) in Clause 17, Option 1 will apply, and the EU SCCs will be governed by Irish law;
 - (vii) in Clause 18(b), disputes shall be resolved before the courts of Ireland;
 - (viii) Annex I of the EU SCCs shall be deemed completed with the information set out in **Exhibit 1** to this DPA; and
 - (ix) Annex II of the EU SCCs shall be deemed completed with the information set out in **Exhibit 2** to this DPA.
- (b) In relation to Protected Data that is protected by the UK GDPR, the UK Addendum will be deemed executed, entered into and incorporated into this DPA by this reference as follows:
- (i) the EU SCCs, completed as set out above in Section 4.1(a) of this DPA, shall also apply to transfers of such Protected Data, and the EU SCCs shall be deemed amended as specified by Part 2 of the UK Addendum in respect of the transfer of such Protected Data;
 - (ii) tables 1 to 3 in Part 1 of the UK Addendum shall be deemed completed with the information set out above at Section 4.1(a) (as applicable), in **Exhibit 1** and in **Exhibit 2** of this DPA;
 - (iii) table 4 in Part 1 of the UK Addendum shall be deemed completed by selecting “neither party”; and
 - (iv) any conflict between the terms of the EU SCCs and the UK Addendum will be resolved in accordance with Section 10 and Section 11 of the UK Addendum.
- (c) In relation to Protected Data that is protected by the Swiss DPA, the EU SCCs (as set forth in Section 4.1(a) above) shall apply on the following basis:
- (i) the EU SCCs, completed as set out above in Section 4.1(a) of this DPA, shall apply and be modified as set out in sub-paragraphs (ii) to (ix) below.
 - (ii) references to "Regulation (EU) 2016/679" shall be interpreted as references to the Swiss DPA;
 - (iii) references to specific Articles of "Regulation (EU) 2016/679" shall be replaced with the equivalent article or section of the Swiss DPA;
 - (iv) references to "EU", "Union", "Member State" and "Member State law" shall be replaced with references to "Switzerland" or "Swiss law" (as applicable);
 - (v) the term "member state" shall not be interpreted in such a way as to exclude data subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence (i.e., Switzerland);
 - (vi) Clause 13(a) shall be deemed completed as indicated in **Exhibit 1.C**;
 - (vii) references to the "competent supervisory authority" and "competent courts" shall be replaced with references to the "FDPIC" and "applicable courts of Switzerland";
 - (viii) in Clause 17, the EU SCCs shall be governed by the laws of Switzerland; and

- (ix) the EU SCCs also protect the data of legal entities until the revised Swiss Federal Data Protection Act enters into force.

the parties' signature to this DPA shall be considered as a signature for the Standard Contractual Clauses.

- 4.2. **Onward Transfers.** Sisense shall not participate in (nor permit any Sub-Processor to participate in) any other Restricted Transfer of Protected Data (whether as a data exporter or a data importer of such Protected Data) unless the Restricted Transfer is made in full compliance with the EU/UK Data Protection Laws. Subject to the provisions of Section 6 of this DPA, where a Restricted Transfer is protected by the UK GDPR, Customer authorizes Sisense to enter into the UK Addendum with any Sub-Processor on its behalf.

5. **SECURITY**

- 5.1. Sisense shall implement, maintain, and follow, at its cost and expense, the appropriate technical and organizational measures set forth in **Exhibit 2**, to protect the Protected Data from a Personal Data Breach.
- 5.2. The technical and organizational measures listed in **Exhibit 2** are subject to technological progress and advancement. As such, Sisense may implement alternative, adequate measures, which meet or exceed the security level of the measures described in **Exhibit 2**.

6. **SUB-PROCESSORS**

- 6.1. As of the effective date of this DPA, Sisense has appointed its affiliates and the Sub-Processors listed on its website (<https://www.sisense.com/privacy-policy/service-providers/>) ("**Sub-Processor Site**") to perform Processing activities in respect of the Protected Data on behalf of Sisense, and Customer acknowledges and expressly agrees to such appointment (and where Customer is a Processor, it represents that such consent is consistent with the instructions of its Controller). Processing by Sub-Processors is done under a written contract containing data protection obligations no less protective of Protected Data as provided for by this DPA. Sisense shall remain fully responsible for its Sub-Processors' performance of their obligations under their contracts with Sisense.
- 6.2. Sisense shall make available on its Sub-Processor Site a mechanism for Customer to subscribe to email notifications of pending additions to Sisense's Sub-Processor (each, a "**Notice**"). Sisense shall provide Notices only to those emails that have subscribed to receive Notices. Provided Customer has subscribed to receive Notices, Sisense may not add a Sub-Processor without first providing Notice to Customer and allowing the Customer ten (10) days from date of providing such Notice to object to the added Sub-Processor on reasonable and objectively justifiable grounds relating to data protection. If Customer objects in writing to the addition of a Sub-Processor as set forth herein, then the parties will work together in good faith to resolve the objection, which may include, among other things, avoiding the functionality provided by a new Sub-Processor or recommending a commercially reasonable workaround to avoid Processing of the Protected Data by a new Sub-Processor. Customer's failure to notify Sisense of its objection within the above time frame will be deemed as Customer's approval of any new Sub-Processor.

7. **PERSONNEL**

Sisense shall ensure that only authorized personnel have access to Protected Data and that any persons whom it authorizes to have access to Protected Data on its behalf are subject to a binding contractual or statutory obligation to protect the Protected Data and keep it confidential, no less than Sisense is required to do under the Agreement and this DPA. Sisense shall ensure that its authorized personnel are appropriately trained regarding their data protection and confidentiality obligations.

8. DATA SUBJECTS' REQUESTS AND DATA PROTECTION AUTHORITIES' INQUIRIES

- 8.1. Sisense shall promptly notify Customer in writing of any Data Subject Requests or other communications received from Data Subjects or Data Protection Authorities (to the extent permitted by law) relating to the Protected Data and for whom Customer is responsible, or otherwise identifying Customer as its Controller or Processor (as applicable). Customer shall be solely responsible for responding to any Data Subject Requests (and in case Customer acts as a Processor – cooperating with its Controller to do so). If requested by Customer, Sisense shall provide Customer with additional commercially reasonable assistance, at Customer's expense, with respect to answering and fulfilling Data Subject Requests, as required under Data Protection Laws.
- 8.2. If Sisense receives a demand from a government agency or any other public authority to disclose Protected Data ("**Government Request**"), then Sisense shall attempt to redirect such Government Request to the Customer. Customer agrees that Sisense can provide information to such agency/ authority to the extent reasonably necessary to redirect the Government Request to Customer. If Sisense cannot redirect the Government Request to Customer, then Sisense shall, to the extent permitted by law, provide Customer with a prompt notice of the Government Request to allow Customer to seek a protective order or other appropriate remedy.
- 8.3. Taking into account the nature of the Services and the nature of the Processing, Customer authorizes Sisense, on its behalf and when Customer is acting as a Processor - on behalf of its Controllers, to respond to any Data Subject Request or other communications received from Data Subjects, to confirm that Sisense has notified Customer in accordance with the provisions of Section 8.1 above. Notwithstanding the foregoing, Sisense may respond to any Data Subject Request or other communications from Data Subjects or Data Protection Authorities if it is required to do so under applicable law.

9. DATA PROTECTION IMPACT ASSESSMENTS AND PRIOR CONSULTATIONS

To the extent that Sisense is required under Data Protection Laws, and to the extent Customer does not otherwise have access to the relevant information, Sisense will, at Customer's expense, provide reasonably requested information regarding Sisense's Processing of Protected Data under the DPA, to enable Customer to carry out a data protection impact assessment or a prior consultation with Data Protection Authorities, as required by law.

10. AUDITS

- 10.1. Customer may review Sisense's compliance with its data protection obligations under this DPA, at its own expense, by itself or by an independent certified auditor who is reasonably acceptable to Sisense (which shall not include any third-party auditors who are competitors of Sisense) ("**Audit**"). If Customer wishes to conduct an Audit in accordance with the terms of this Section 10, it will send Sisense a written request for an Audit at least sixty (60) days in advance of its intention to conduct such Audit. Following the receipt by Sisense of such request, the parties shall mutually agree on the details of the audit, including (among others), a reasonable start date, scope and duration of, and the security and confidentiality controls applicable to, any such Audit. While the Audit is being conducted, Customer shall ensure that the Audit does not disrupt the regular operations of Sisense. Customer will exercise its Audit rights hereunder in good faith and in a proportional manner (taking into account the nature of the Protected Data and the nature of the Services), and shall not exercise its Audit right more than once in any twelve (12) month period, except when Customer can provide reasonable evidence that an additional Audit is required by explicit instructions of a Data Protection Authority. Customer shall provide to Sisense a copy of any information generated and/or obtained in the Audit, as well as the Audit reports, and shall ensure that such information and reports are kept strictly confidential and will not be shared with

any third parties (except as otherwise explicitly required under the applicable Data Protection Law). Sisense may charge a fee (the rates shall be reasonable, taking into account the time and resources expended Sisense) for any such Audit.

- 10.2. Alternatively, at Sisense's discretion, Sisense may satisfy its obligations under Section 10.1 of this DPA (and any similar obligations under the Standard Contractual Clauses) by presenting sufficient evidence of its compliance with the agreed data protection measures under this DPA, including, without limitation, summary copies of its SOC 2 TYPE II audit report(s) and third-party certification as to compliance with ISO 27001, ISO 27701 or other standards.
- 10.3. For the avoidance of doubt, any Audit right under this Section 10 shall not require Sisense to disclose to Customer or its third-party auditors: (i) any information of any other Sisense customer; (ii) any internal accounting or financial information; (iii) any trade secret, and/or; (iv) any information that could compromise the security of Sisense's systems or information, or cause Sisense to breach any applicable law or contractual obligation.
- 10.4. The parties agree that the audits described in the Standard Contractual Clauses shall be carried out in accordance with Customer's rights described in this Section 10, and that such rights are carried out on behalf of Customer (and if Customer acts process its relevant Controller).

11. BREACH NOTIFICATION

11.1 In respect of any Personal Data Breach, Sisense shall notify Customer about the occurrence of such breach without undue delay (not to exceed 72 hours) of becoming aware of the Personal Data Breach. So far as possible without prejudicing the continued security of the Protected Data or any investigation into the Personal Data Breach, Sisense shall provide Customer with timely detailed information about the Personal Data Breach. Sisense's notification shall be sent to the email address registered by Customer in Customer's account for such purposes, and where no such email address is registered, to Customer's primary email address as registered in the Customer's account. It is the Customer's sole responsibility to ensure that Customer's account maintain accurate contact information.

11.2 Customer acknowledges that since Sisense personnel may not have visibility to the content of the Protected Data, it is unlikely that Sisense will be able to provide information as to the particular nature of the Protected Data (e.g., the identities, number/volume or categories of affected Protected Data or Data Subjects).

11.3 For the avoidance of doubt: (i) the obligations of Sisense herein shall not apply to incidents that are caused by Customer or its Authorized Users. Customer acknowledges that taking into account the nature of the Processing and of the Services, it is unlikely that Sisense will be able to detect or become aware of Personal Data Breaches or incidents that are caused by Customer, Customer's Authorized Users or by their respective use of the Services; and (ii) Communications by or on behalf of Sisense with Customer in connection with a Personal Data Breach shall not be construed as an acknowledgement by Sisense of any fault or liability by Sisense with respect to the Personal Data Breach.

12. DELETION OR RETURN OF DATA

Sisense shall delete Protected Data of Customer in accordance with the provisions of the Agreement. This requirement shall not apply to the extent that Sisense is required by any applicable law to retain some of the Protected Data, or to Protected Data it has archived on back-up systems, in which event Sisense shall isolate and protect such Protected Data from any further Processing except to the extent required by such law, until deletion is possible.

13. MISCELLANEOUS

13.1. In the event of a conflict or an inconsistency between the provisions of this DPA and those of the

Agreement in respect of the Processing and protection of Protected Data, the provisions of this DPA shall prevail. With respect to Sisense's Processing of Protected Data as part of a Restricted Transfer, in the event of a conflict between the terms of the Standard Contractual Clauses and this DPA, the Standard Contractual Clauses shall prevail. In the event of a conflict or inconsistency between the provisions of this DPA and those of any Business Associate Agreement executed by Sisense and Customer in relation to protected health information regulated by the Health Insurance Portability and Accountability Act ("HIPAA") ("BAA"), the provisions of the BAA shall prevail. Except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

- 13.2. This DPA will be governed by and construed in accordance with governing law and jurisdiction provisions of the Agreement, unless required otherwise by the Data Protection Laws.
- 13.3. This DPA and the applicable Standard Contractual Clauses will terminate simultaneously and automatically with the termination or expiry of the Agreement. A material breach of this DPA will be treated as a material breach of the Agreement. Without derogating from the foregoing, Customer's breach of Section 3.3 above shall be deemed a material breach of this DPA and the Agreement.
- 13.4. Any claims brought under or in connection with this DPA (including the Standard Contractual Clauses) shall be subject to the terms and conditions, including but not limited to, the exclusions and limitations set forth in the Agreement.
- 13.5. No one other than a party to this DPA, its successors and permitted assignees shall have any right to enforce any of the DPA's terms, unless such right is explicitly granted under the Standard Contractual Clauses.
- 13.6. The parties agree that this DPA shall replace and supersede any existing DPA the parties may have previously entered into, or any security or data protection terms to which the parties may have agreed to, in connection with the Services and such previous DPA or terms (as applicable) are hereby terminated.

IN WITNESS WHEREOF, each party has entered into this Agreement by signature of its duly authorized representative.

Exhibit 1

Data Processing Description

A. List of Parties

Data exporter:

Name	the Customer executing the applicable Sales Order
Address	as set forth in the Sales Order or as otherwise provided to Sisense by Customer
Contact person's name, position and contact details	as set forth in the Sales Order or as otherwise provided to Sisense by Customer
Activities relevant to the Protected Data transferred under this DPA	Sisense's Processing of Protected Data under the Agreement
Role (Controller or Processor)	Controller or Processor (as applicable)

Data importer:

Name:	the Sisense entity named on the applicable Sales Order
Address:	Sisense group members' addresses are available at https://www.sisense.com/company/contact/
Contact details	Dan Wiesenfeld, Sisense's Head of Data Privacy: privacy@sisense.com
Activities relevant to the Protected Data transferred under this DPA	Sisense's Processing of Protected Data under the Agreement
Role (Controller and/or Processor)	Processor

B. Description of Transfer

<p>Categories of Data Subjects whose Protected Data is transferred</p>	<p>The individuals whose Personal Data is contained in the Protected Data, to be provided to Sisense at Customer’s sole discretion. Such categories of Data Subjects may include, without limitation:</p> <p>Customer’s and Customer’s customers, prospects, business partners and vendors, and each of their employees, subcontractors, agents, advisors and any other personnel or collaborators, including any Data Subjects authorized by Customer to use the Services</p>
<p>Categories of Protected Data transferred</p>	<p>Data exporter and its authorized users may submit Personal Data as part of the Protected Data, the nature of which is determined and controlled by the data exporter at its sole discretion. Such categories of Protected Data may include, without limitation:</p> <ul style="list-style-type: none"> • Contact information (such as postal address, phone number, email address, etc.); • Identification information (such as name, IP address, etc.); • Employment information (such as function/title, department, organization/employer name, etc.); • Education and professional training information; • Other personal characteristics (such as professional life data, personal life data and location data)
<p>Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved.</p>	<p>The Services are made for general use and not intended for the Processing of any sensitive data, such as special categories under the EU GDPR or sensitive personal information under the CCPA (together herein, “Sensitive Data”).</p> <p>However, Customer may transfer Sensitive Data to the Services, the extent of which is determined and controlled by Customer at its sole discretion, provided that Customer fully complies with the Data Protection Laws with respect to such transfer. Sensitive Data, if any, may include the following categories of Personal Data:</p> <p>racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person’s sex life or sexual orientation.</p> <p>Customer is solely responsible for determining and notifying Sisense (by requesting Sisense to amend this DPA) of the additional restrictions and/or security measures that are needed to be applied to the Sensitive Data transferred by Customer</p>
<p>The frequency of the transfer</p>	<p>Continuous basis, depending on the use of the Services by Customer</p>
<p>Nature of the Processing</p>	<p>Data analytics and such other Services pursuant to the Agreement and this DPA</p>

Purpose(s) of the data transfer and further Processing	Sisense will Process Protected Data as necessary to perform the Services pursuant to the Agreement, as further specified in the Documentation, and as further instructed by Customer in its use of the Services, all subject to the terms of this DPA
The period for which the Protected Data will be retained, or, if that is not possible, the criteria used to determine that period	Subject to Section 12 of the DPA, Sisense will Process Protected Data for the duration of the Agreement, unless otherwise agreed upon in writing
For transfers to (sub-) processors, also specify subject matter, nature and duration of the Processing.	As per Section 6 of the DPA, Sub-Processors will process Protected Data as necessary to perform the Services pursuant to the Agreement. The subject, nature and duration of the Processing shall be as specified in this DPA and the Agreement

C. Competent Supervisory Authority

Identify the competent supervisory authority in accordance with Clause 13 of the EU SCCs	<p>With respect to the Processing of Protected Data to which the EU GDPR applies, the competent supervisory authority, in accordance with Clause 13 of the EU SCCs, is either (i) the supervisory authority applicable to the data exporter in its EEA country of establishment or, (ii) where the data exporter is not established in the EEA, the supervisory authority applicable in the EEA country where the data exporter's EU representative has been appointed pursuant to Article 27(1) of the EU GDPR, or (iii) where the data exporter is not obliged to appoint a representative, the supervisory authority applicable to the EEA country where the Data Subjects relevant to the transfer are located.</p> <p>With respect to the Processing of Protected Data to which the UK GDPR applies, the competent supervisory authority is the Information Commissioner's Office (the ICO).</p> <p>With respect to the Processing of Protected Data to which the Swiss DPA applies, the competent supervisory authority is the FDPIC.</p>
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Exhibit 2

Technical and Organizational Measures

Description of the technical and organizational measures implemented by Sisense as per Customer's instructions (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.

1. For Sisense's Cloud Managed Service and Cloud Data Teams (CDT) Offerings

Measures:	Description:
Measures for ensuring ongoing, confidentiality, integrity, availability and resilience of processing systems and services	<p>Sisense has put in place an information security program to design, implement and maintain a coherent set of policies, standards, and systems to manage risks to information assets, conforming to ISO/IEC 27001:2022 and NIST frameworks. The program includes, among others:</p> <ul style="list-style-type: none">• A risk management program;• Monitoring for security incidents and maintaining a remediation plan to ensure timely fixes to discovered vulnerabilities;• A written information security policy and incident response plan that explicitly address and provide guidance to its personnel regarding the security, confidentiality, integrity, and availability of customer information;• Penetration testing performed by a qualified third-party on an annual basis; and• Having resources responsible for information security efforts.
Measures for ensuring physical security of locations at which Protected Data is Processed	<ul style="list-style-type: none">• For applications hosted by Sisense we operate services via Amazon Web Services (AWS). The physical security controls related to the service have been tested by AWS in their SOC audit report, ISO 27001 certification;• Commercially reasonable steps are taken to assure facilities and equipment are physically protected from unauthorized access, damage, security threats, interference, and environmental hazards in order to prevent loss, damage or compromise of assets and interruption to business activities.
Processes for regularly testing, assessing, and evaluating the effectiveness of the technical and organizational measures	<p>Sisense has been audited by a third party and has achieved ISO 27001:2022, ISO 27701 (for PII Processors), SOC2 Type II, and HIPAA compliance, attesting to the presence of controls that protect the confidentiality and privacy of Protected Data.</p>

<p>Measures for user identification and authorization</p>	<p>Sisense maintains authentication controls for services with industry standard security practices and maintains audit trails and logs for access in accordance with the applicable data retention periods. Access privileges are updated after any change in personnel or system and are reviewed and confirmed on a quarterly basis.</p> <p>In addition, Sisense has implemented the following additional controls:</p> <ul style="list-style-type: none"> • Network Access Control: Sisense's internal and external networks are designed with a commitment to secure networking in mind. External connections are carefully managed; third-party network connections are established only after security due diligence has been performed; • Data Access Control: To prevent disclosure, access is granted on the basis of least privilege, need-to-have, and must-know. By role, users and their activities can be uniquely identified and segregated. Administrative privileges are restricted to those who have a legitimate need for them; • System Access Control: A formal provisioning process strictly regulates access. Information systems are password-protected and are managed and controlled by a system administrator; • Multi-factor authentication: Sisense verifies the identity and authentication of personnel with access to systems containing Protected Data and critical technology using a multi-factor authentication method or equivalent controls; • Transmission Control: When transmitting Protected Data through a public network (such as the internet) to and from an external third party, the data is encrypted or sent via a secure channel; and • Separation Control: Network services, systems, users, workstations, and servers are separated based on business purpose.
<p>Measures for ensuring the ability to restore Protected Data in a timely manner</p>	<ul style="list-style-type: none"> • Sisense has implemented availability controls to protect against the loss of data, backup and redundancy requirements are in place for critical information systems; • Sisense maintains an incident response plan with clearly defined roles and decision-making authority, as well as a logging and monitoring framework, in order to isolate and mitigate incidents; and • Sisense maintains business continuity and disaster recovery management plans, which documented strategies and procedures for analyzing the criticality of applications and/or data and recovering IT services and systems in the event of an emergency or disruption.
<p>Measures for the protection of Protected Data during transit</p>	<p>Protected Data is encrypted in transit, supporting TLS 1.2+.</p>
<p>Measures for the protection of Protected Data at Rest</p>	<p>Sisense encrypts all of Protected Data and metadata at rest using an industry standard AES-256 encryption algorithm.</p>

<p>Measures for ensuring logging of events</p>	<p>Sisense ensures that the logging capabilities of its internal systems are always active and enabled. Logs must be gathered and secured against tampering. Each entry in the log should contain sufficient data for subsequent analysis and effective monitoring. In accordance with our SOC2 Type 2 compliance, all access to customer environments is logged and audited.</p>
<p>Measures for ensuring system configuration</p>	<ul style="list-style-type: none"> • All pertinent infrastructure must comply with applicable industry standards. Sisense will remove all unnecessary operating system configuration utilities and will restrict access rights to the least privilege level; and • Sisense maintains a patch management process to ensure that patches are implemented in a reasonable, risk-based timeframe. Sisense will ensure operating systems are kept up to date with the latest updates and timely installation of security patches.
<p>Measures IT and security governance management</p>	<ul style="list-style-type: none"> • Sisense has implemented an information security program in accordance with ISO/IEC 27001:2022 to design, implement, and maintain a coherent set of policies, standards, and systems for managing risks to information assets; • Sisense has defined access roles for each system and service based on least privilege principle. Access to applicable applications is possible only via Single Sign-on (SSO) and 2-factor authentication (2FA) with strong password policies; • Sisense requires that its employees use a password manager to ensure that they use unique and complex passwords and store them in a secure vault; • Sisense laptops are equipped with encryption technology that is turned on by default, along with advanced anti-malware software; • Sisense uses email protection solutions designed to prevent malware, zero-day attacks, phishing, Business Email Compromise (BEC) and spam; • Sisense employees receive mandatory data protection and cyber security awareness training as part of their onboarding, as well as ongoing training thereafter. Moreover, employees receive ongoing security education training about topics such as phishing, password management, secure development, and security best practices for operating cloud accounts; and • All vendors at Sisense are subject to risk assessment and review as part of the company's vendor management program. To ensure that data is effectively protected, the due diligence process examines security, data protection, and privacy practices. Sisense will validate their compliance, security posture, and document any shortcomings.

<p>Measures for certification/assurance of processes and products</p>	<ul style="list-style-type: none"> • Sisense maintains third-party certifications in ISO 27001:2022, ISO 27701 (for PII Processors), SOC2 Type II, and HIPAA compliance, which attest to the controls that protect the confidentiality and privacy of Protected Data. • Risks related to security, compliance, and audits are managed by the dedicated security team at Sisense. The team, along with others, carries out an annual internal audit to make sure our security policies are being followed. • Sisense conducts a set of independent third-party tests per year. Sisense will provide the Customer with details regarding third-party tests upon request. Sisense takes timely and appropriate actions to address vulnerabilities of relevant severity that could compromise the system and data.
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2. For Sisense Fusion On-Premises Offering

<p>Measures:</p>	<p>Description:</p>
<p>Measures for ensuring ongoing, confidentiality, integrity, availability and resilience of processing systems and services</p>	<p>Sisense has put in place an information security program to design, implement and maintain a coherent set of policies, standards, and systems to manage risks to information assets, conforming to ISO/IEC 27001:2022 and NIST frameworks. The program includes, among others:</p> <ul style="list-style-type: none"> • A risk management program; • Monitoring for security incidents and maintaining a remediation plan to ensure timely fixes to discovered vulnerabilities; • A written information security policy and incident response plan that explicitly address and provide guidance to its personnel regarding the security, confidentiality, integrity, and availability is vendor dependent • Penetration testing performed by a qualified third-party on an annual basis;
<p>Processes for regularly testing, assessing, and evaluating the effectiveness of the technical and organizational measures</p>	<p>Sisense has been audited by a third party and has achieved ISO 27001:2022 compliance, attesting to the presence of controls that protect the confidentiality and privacy of Protected Data.</p>
<p>Measures for the protection of Protected Data during transit</p>	<p>Cloud Services managed by Sisense: Protected Data is encrypted in transit, supporting TLS 1.2+.</p>
<p>Measures for the protection of Protected Data at Rest</p>	<p>Sisense Application encrypts all of Protected Data and metadata at rest using an industry standard AES-256 encryption algorithm.</p>

Measures for certification/assurance of processes and products	<ul style="list-style-type: none">• Sisense maintains third-party certifications in ISO 27001:2022 and ISO 27701 (for PII Processors) compliance, which attest to the controls that protect the confidentiality and privacy of Protected Data.• Sisense conducts a set of independent third-party tests per year. Sisense will provide the Customer with details regarding third-party tests upon request. Sisense takes timely and appropriate actions to address vulnerabilities of relevant severity that could compromise the system and data.
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