

Sisense Artificial Intelligence Addendum

This Sisense Artificial Intelligence Addendum (the "AI Addendum") sets forth the terms applicable to AI Functions and GenAI Services (as defined below) in the Product referenced in the Sales Order. This IA Addendum supplements and is hereby incorporated into the Master Subscription Agreement (the "Agreement") referenced in the Sales Order. Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Agreement. To the extent of any conflict between this AI Addendum and the Agreement, this AI Addendum shall prevail.

1. DEFINITIONS

- 1.1. "**AI Functions**" means any feature or functionality offered within and as part of the Product (whether developed by Sisense and/or Sisense's third-party providers but excluding any Third-Party Software or GenAI Services) that utilizes artificial intelligence, machine learning, or similar technologies, including any features capable of generating new content using large language models.
- 1.2. "**GenAI Services**" means connections (including application programming interfaces) within the Product to generative artificial intelligence services operated by third parties, which require Customer to access such services using its own credentials directly with such third-party providers.
- 1.3. "**Credits**" means individual units of usage that may be included in and/or purchased under an applicable Sales Order and that may be applied toward the use of designated Product functions or features.

2. AI Functions

- 2.1. **AI Functions.** This Section 2.1 only applies to AI Functions offered within the Product and not to the GenAI Services or any artificial intelligence, machine learning, or similar technologies constituting Third-Party Software, as defined in the Agreement. 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.
- 2.2. **GenAI Services.** The Product includes connections (including application programming interfaces) to the GenAI Services. For Customer to be able to use the GenAI Services, Customer will have to log-in to the GenAI Services using its own credentials with each of these services. Customer acknowledges that the GenAI Services are not provided as part of the Product by Sisense, but rather by third parties, and that the latter provide the GenAI Services to Customer directly, and not as a subcontractor of Sisense or as part of the Product. Accordingly, the provision of GenAI Services, as well as any processing of Customer Data (which may include Personal Data) that will be performed as part of them, will be subject to separate agreements between Customer and third-party providers of GenAI Services. Sisense will not have any responsibility with respect

to such services nor for the processing of Customer Data (which may include Personal Data) that will be performed as part of such GenAI Services.

- 2.3. **Warranty; Disclaimer.** 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.

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

3. **Data Privacy**

- 3.1. **Data Usage.** Sisense shall not use Customer Data for the development or training of any artificial intelligence systems, algorithms, or tools without Customer's express written consent; provided, however, that where a feature or functionality of the Product offers an opt-out mechanism for such training, Customer's failure to opt-out in accordance with the Documentation or any notice provided by Sisense shall constitute such consent.

4. **Credits**

- 4.1. **Credits.** 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 available for use 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 without refund or offset at the conclusion of such monthly period. Credits are non-transferable and non-refundable. Sisense reserves the right at any time to modify the Product functions or features that utilize Credits and to establish or revise the rules governing Credit allocation, usage, and consumption.