

Exhibit A

Sisense for Cloud Data Teams Terms and Conditions

“Sisense for Cloud Data Teams” is a software-as-a-service service for advanced BI analytics (the “**Services**”) offered by Sisense in addition to the Sisense software.

Sisense (“**Licensor**”) and the Licensee have entered into a Sales Order (the “**Sales Order**”) to license the Services under the terms of an End User License Agreement (the “**License Agreement**”) and these Sisense for Cloud Data Teams Terms and Conditions (this “**Agreement**”). This Agreement applies only to the Services and are additional and subject to the terms of the License Agreement except where they explicitly derogate from the License Agreement. Capitalized terms used in this Agreement that are not otherwise defined herein, shall have the respective meanings set forth in the License Agreement or the Sales Order.

1. DEFINITIONS:

- a. “**Additional Services**” means services additional to the Services such as integration services or consulting services as such services and the fees therefor are agreed by the parties from time to time pursuant to a Sales Order or other agreement.
- b. “**Authorized User**” means individual users granted access to use the Software. Each Authorized User shall receive a personal login and password which shall be maintained securely by Licensee from unauthorized use. The number of Authorized Users licensed hereunder is specified and referenced as “**User Seats**” on the Sales Order.
- c. “**Available**” means that the key components of the Services are accessible and operable over the internet.
- d. “**Documentation**” means the standard documentation and user manuals available at: dtdocs.sisense.com
- e. “**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 Services which cannot reasonably be performed during the Scheduled Maintenance window. Licensor will use commercially reasonable efforts to notify Licensee (by email, or by posting to Licensor’s website) of Emergency Maintenance as soon as reasonably practicable.
- f. “**Monthly Uptime Percentage**” means the percentage of time that the Services are Available, calculated in accordance with the following formula:

$$\text{Monthly Uptime Percentage} = (\text{minutes Available} / \text{Scheduled Availability Time (minutes)}) \times 100.$$
- g. “**Primary Contact**” means a contact designated by the Licensee who is an employee responsible for all matters relating to this Agreement.
- h. “**Scheduled Availability Time**” means 24 hours a day, 7 days a week, excluding (i) Scheduled Maintenance; (ii) Emergency Maintenance ; (iii) downtime due to acts of Licensee, its vendor(s), or any Third Party Services (as defined below), third party connections, utilities or equipment or (iv) downtime related to any other forces beyond the reasonable control of Licensor (such as internet outages, malicious attacks or outages with respect to Licensee’s network or internet access). General outages of which Licensor is aware will be posted on: status.periscopedata.com
- i. “**Scheduled Maintenance**” means maintenance conducted between the hours of 4:00 pm PT and 7:00 pm PT on the second Saturday of each month, provided that Licensor, in its sole discretion, may conduct such Scheduled Maintenance at a different time, and if so, such change to the Scheduled Maintenance will be communicated to Licensee (by email or by posting to Licensor’s website) at least 24 hours in advance.
- j. “**Services**” mean the specific Licensor internet-accessible service(s) identified in a Sales Order that provides use of the Software that is hosted by Licensor or its service Licensor and made available to Licensee over a network on a term-use basis for the scope of use specified in the Sales Order.

- k. **“Service Availability”** means 99.9% of all Scheduled Availability Time, calculated on a monthly basis.
- l. **“Software”** means Licensor’s proprietary software products listed in the applicable Sales Order and made available to Licensee as part of the Services and shall include the Documentation.

2. SERVICES AND SUPPORT

- a. Subject to the terms and conditions of this Agreement, Licensor will provide Licensee and its Authorized Users with access and the right to use the Services in accordance with the scope of use specified on the Sales Order. The Services and this Agreement are subject to modification from time to time at Licensor’s sole discretion, for any purpose deemed appropriate by Licensor, so long as such modification does not materially decrease functionality or otherwise violate this Agreement. Licensor will use commercially reasonable efforts to give Licensee prior written notice of any such modification.
- b. Licensor will use commercially reasonable efforts to provide Licensee with the Services meeting or exceeding the Service Availability. If Licensor fails to meet the Service Availability in any month during the current term and Licensee is in compliance with all of its obligations hereunder, Licensor will provide Licensee with a service credit representing the percentage stated below of the pro rata fee for the Services for the month in which the failure occurred, such credit to be applied to the next billing cycle that is at least sixty (60) days after the month in which the failure occurred:

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

- c. In order to receive the service credit, Licensee must notify Licensor in writing and request the applicable service credit within ten (10) business days following the end of the calendar month in which the failure occurred. Failure to provide such notice will forfeit the right to receive the service credit. The service credit will be Licensor’s sole obligation and Licensee’s exclusive remedy with respect to any failure by Licensor to meet the Service Availability.
- d. Subject to the terms hereof, Licensor will provide reasonable support to Licensee for the Services from Monday through Friday during the hours of 7am to 5pm Pacific Time.

3. RESTRICTIONS AND RESPONSIBILITIES

- a. Access to the Services requires the Licensee to install an up-to-date internet browser.
- b. Neither Licensee nor any Authorized User may use the Software or Services in a way that violates applicable law, regulation or mandate, or the terms of this Agreement.
- c. Licensee will not, and will not permit any third party or any Authorized User to: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Services or the Software (provided that such activities are prohibited only to the extent such prohibition is not contrary to applicable law); modify, translate, or create derivative works based on the Services or Software; use the Services or Software for timesharing or service bureau purposes or for any purpose other than its own use; or use the Services or Software other than in accordance with this Agreement and in compliance with all applicable laws and regulations (including but not limited to any European privacy laws, intellectual property, consumer and child protection, obscenity or defamation).
- d. Licensee hereby agrees to indemnify and hold harmless Licensor against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys’ fees) in connection with any claim or action that arises from an alleged violation of the provisions 3(b), (c), (f), or otherwise arising from Licensee’s use of Services. Although Licensor has no obligation to monitor the content provided by Licensee or its Authorized Users, or Licensee’s or its Authorized Users’ use of the Services, Licensor may do so and may remove any such content or prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing provisions.

- e. Licensee will designate a Primary Contact. Licensee may change the individual designated as Primary Contact at any time by providing written notice to Licensor.
- f. Licensee will be responsible for maintaining the security of Licensee account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Licensee's account with or without Licensee's knowledge or consent, including any use by Authorized Users). The license granted hereunder does not extend to employees and contractors of any of Licensee's affiliates or any entity that controls or is controlled by Licensee, unless such affiliate or entity is explicitly granted permission to use the Services in the Subscription Agreement. Licensee shall ensure that its Authorized Users are familiar with and agree to all applicable obligations contained in this Agreement, and Licensee shall be liable for any breach of this Agreement by any Authorized User. Licensor's privacy policy governs Licensor's use of information collected directly from Authorized Users.
- g. Licensee acknowledges and agrees that the Services operate on or with or using application programming interfaces (APIs) and/or other services operated or provided by third parties ("Third Party Services") listed on sisense.com/privacy-policy/service-providers. Licensor is not responsible for the operation of any Third Party Services nor the availability or operation of the Services to the extent such availability and operation is dependent upon Third Party Services. Licensor does not make any representations or warranties with respect to Third Party Services.

4. CONFIDENTIALITY

- a. Each party understands and agrees that Confidential Information (as defined in the License Agreement) disclosed by a party to the other party in connection with the Services is subject to the terms of the License Agreement.
- b. Notwithstanding anything to the contrary, Licensor may collect, use, disclose, and freely exploit data with respect to the aggregate response rate and other aggregate measures of the Services' performance, and any other information received by Licensor in connection with this Agreement provided such information has been anonymized such that it does not identify Licensee or its personnel.
- c. Licensee acknowledges that Licensor does not wish to receive any Confidential Information from Licensee that is not necessary for Licensor to perform its obligations under this Agreement, and, unless the parties specifically agree otherwise, Licensor may reasonably presume that any information unrelated to the Service received from Licensee or any Authorized User is not confidential or Confidential Information.

5. INTELLECTUAL PROPERTY RIGHTS

- a. Except as expressly set forth herein, Licensor alone (and its licensors, where applicable) will retain all intellectual property rights relating to the Service and the Software and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Licensee or any third party or Authorized User relating to the Service and/or the Software, which are hereby assigned to Licensor. Licensee and its Authorized Users will not copy, distribute, reproduce or use any of the foregoing except as expressly permitted under this Agreement. This Agreement is not a sale and does not convey to Licensee any rights of ownership in or related to the Service or Software, or any intellectual property rights.
- b. Licensor will obtain and process content and data provided by or on behalf of Licensee ("Content") only to perform its obligations under this Agreement. Licensee and its licensors shall (and Licensee hereby represents and warrants that they do) have and retain all right, title and interest (including, without limitation, sole ownership of) all Content distributed through the Services and the intellectual property rights with respect to that Content. If Licensor receives any notice or claim that any Content, or activities hereunder with respect to any Content, may infringe or violate rights of a third party (a "Claim"), Licensor may (but is not required to) suspend activity hereunder with respect to that Content and Licensee will indemnify Licensor from all liability, damages, settlements, attorney fees and other costs and expenses in connection with any such Claim, as incurred.

6. SOFTWARE SECURITY

- a. Licensor represents and warrants that it will use commercially reasonable efforts, including the application of commercially available anti-virus software, to ensure that the Software shall not contain any computer code or other computer instructions, devices or techniques, including without limitation those known as disabling devices, trojans, backdoors, viruses, illicit code, and logic or time bombs, that intentionally disrupt, disable, harm, infect, defraud, damage, or otherwise impede in any

manner, the operation of a network, computer program or computer system or any component thereof, including its security or user data.

7. WARRANTY

- a. Licensor Services will be performed in accordance with the functional specifications in the Documentation. If, at any time, Licensor fails to comply with the warranty in this Section 7.a., Licensee may promptly notify Licensor in writing of any such noncompliance. Licensor will, within thirty (30) days of receipt of such written notification, either correct the noncompliance or provide Licensee with a plan for correcting the noncompliance. If the noncompliance is not corrected or if a reasonably acceptable plan for correcting them is not established during such period, Licensee may terminate this Agreement as its sole and exclusive remedy for such noncompliance.

- B. EXCEPT AS PROVIDED IN PARAGRAPH 7.A., THE SERVICES AND LICENSOR CONFIDENTIAL INFORMATION AND ANYTHING ELSE PROVIDED BY LICENSOR IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED "AS-IS," WITHOUT ANY WARRANTIES OF ANY KIND. THE WARRANTY GRANTED UNDER THE LICENSE AGREEMENT FOR LICENSOR'S SOFTWARE DOES NOT APPLY TO THE SERVICES LICENSED UNDER THE TERMS OF THIS AGREEMENT.

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8. LIMITATION OF LIABILITY

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9. U.S. GOVERNMENT MATTERS

Notwithstanding anything to the contrary, Licensee and its Authorized Users may not provide to any person or export or re-export or allow the export or re-export of the Services or any Software or anything related thereto or any direct product thereof (collectively "Controlled Subject Matter"), in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. Without limiting the foregoing Licensee and its Authorized Users acknowledge and agree that the Controlled Subject Matter will not be used or transferred or otherwise exported or re-exported to countries as to which the United States 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"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. Use of the Service is representation and warranty that the user is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. The Controlled Subject Matter may use or include encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations.

