

SISENSE FUSION
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. YOU OR THE ENTITY YOU REPRESENT (“CUSTOMER”) 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. CUSTOMER’S EXECUTION OF A SALES ORDER (DEFINED BELOW) WHICH REFERENCES THESE TERMS REPRESENTS CUSTOMER’S OFFER TO ORDER THE PRODUCTS AND SERVICES LISTED THEREIN, AND SISENSE’S ISSUANCE OF THE INVOICE UNDER A SALES ORDER AND/OR THE ACTIVATION OF THE PRODUCTS SET FORTH IN A SALES ORDER SHALL CONSTITUTE SISENSE’S ACCEPTANCE OF SUCH OFFER. Capitalized terms not defined herein shall have the meaning set forth on the Sales Order.

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 “**Authorized Servers/Cores**” means the number of Customer’s or, if applicable, End Customers’, servers or Cores on which the Customer Hosted Product may be installed as specified in the applicable Sales Order. Each Authorized Server shall be restricted to a specific number of Cores as specified on the applicable Sales Order. Authorized Cores may be deployed on any number of servers provided that the total number of Cores operating concurrently at any time shall not exceed the number of Cores specified on the applicable Sales Order. If an Authorized Server becomes non-operable, the Customer Hosted Product may be installed on a substitute server authorized in writing by Sisense, provided that concurrent use of the same Authorized Server subscription on two or more servers is not permitted without explicit written authorization from Sisense and the payment of applicable fees.
 - 1.4 “**Bundled Product**” means the technical integration of Customer Owned Software and the Product listed in the applicable Sales Order.
 - 1.5 “**Core**” means a collection of one or more processor threads and a set of shared execution resources. A processor thread is the architectural state within a processor that tracks execution of a software program thread/task. Hyperthreading and other technologies that materially expand the processing capacity of a Core may not be used in connection with any Core-based subscription granted under this Agreement.

- 1.6 “**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.
- 1.7 “**Customer Hosted Product**” means that the Product will be accessed by Customer through physical installation at Customer's location or on servers controlled by Customer, as well as access to the cloud-based features incorporated into the Customer Hosted Product.
- 1.8 “**Customer Owned Software**” means Customer's proprietary software (as listed in the Sales Order, as applicable).
- 1.9 “**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.
- 1.10 “**Designer(s)**” means the User(s) that are authorized to create, edit and share data models and dashboards in the Product.
- 1.11 “**Documentation**” means the standard documentation and user manuals available at <https://documentation.sisense.com/> (or <https://dtdocs.sisense.com/> for Sisense for Cloud Data Teams only).
- 1.12 “**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.
- 1.13 “**GB Elasticube (Production/ Non-Production) Capacity**” means the aggregate quantity of data in all Elasticubes in all Instances as of the time of measurement. For purposes of this definition, an “Elasticube” is an analytics database created within the Product as described in the Documentation. The number of GB Elasticube Production Capacity and of GB Elasticube Non-Production Capacity authorized is set forth on the applicable Sales Order.
- 1.14 “**Instance**” means a single authorized installation of the Product on a single operating system which may be connected to one or more Customer’s Datasource(s). Each Instance is limited to an allocation of the aggregate GB Elasticube Production Capacity or GB Elasticube Non-Production Capacity provided on the applicable Sales Order, in increments of 20 GB. Separate installations of the Product in different locations (including different Cloud data centers), and separate installations of the Product for different Non-Production uses, including but not limited to separate development, staging, testing, quality assessment or other Non-Production uses, are considered separate Instances for purposes of this Agreement and the applicable Sales Orders.
- 1.15 “**Intellectual Property Rights**” means all patent rights, copyrights, and trademark rights.
- 1.16 “**Non-Production**” means use of the Product only for non-production purposes such as development, backup and staging. Non-Production subscriptions may not be used in any way for Production use.
- 1.17 “**Product**” means the Sisense proprietary product(s) licensed under the applicable Sales Order, which may include, but is not limited to, Customer Hosted Product or Sisense Cloud Hosted

Product, and shall include the Documentation and all new Versions and Updates which are generally made available to all customers without an additional charge.

- 1.18 “**Production**” means that the Product for which a subscription is granted in a Sales Order may be used in commercial production within the scope set forth in this Agreement. Production subscriptions may also be used for Non-Production purposes.
- 1.19 “**Services**” means, collectively, the products and services specified in the Agreement or the applicable Sales Order, which may include, without limitation: (i) provision of software or SaaS solutions or services in or through any Product; (ii) any Support Services or Professional Services; and (iii) the data, products and services of third parties that Sisense may make available to Customer from time to time.
- 1.20 “**Sisense**” means the Sisense entity listed on the applicable Sales Order.
- 1.21 “**Sisense Cloud Hosted Product**” means subscriptions to the Product that are designated on the applicable Sales Order as “Cloud” products and not as “Customer Hosted.”
- 1.22 “**Sisense Trademarks**” means the trademark(s) set forth in **Schedule 1** to this Agreement.
- 1.23 “**SLAs**” or “**Service Level Agreements**” means the then-current service level agreements applicable to the Sisense Cloud Hosted Product as described in Section 1.21 hereto.
- 1.24 “**Update**” means a published revision or correction to the Documentation and/or corrections, service packs, builds, and new releases of the Version that is generally made available to Sisense’s customers, and which is designated by Sisense by a number to the right of the second decimal point (e.g., Version W2021.1.X). Updates shall not include subsequent Versions or optional modules, plug-ins, or future Products.
- 1.25 “**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 Sales Order.
- 1.26 “**Version**” means a new release of the Product that is generally made available to Sisense’s customers. Version number is designated by operating system (Linux (L) or Windows (W)), year of the release, and the first number after the decimal point (e.g., Version W2021.X). Versions shall not include optional modules, plug-ins, or future Products that Sisense provides to its customers under a separate subscription agreement.
- 1.27 “**Viewer(s)**” means the User(s) that are authorized to view and filter the dashboards.
- 1.28 “**White Label**” means the Customer is authorized to use the Product without displaying Sisense Trademarks on the Product.

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 one or more sales orders (each a “**Sales Order**”) incorporating this Agreement by reference. Subject to the terms of this Agreement, Sisense grants to Customer and its Affiliates a worldwide, royalty-free, non-exclusive, time-limited, non-transferrable (except as provided in Section 12.2), limited license during the Subscription Period (as defined herein) solely for

Customer's internal business purposes (except as otherwise provided in the applicable Sales Order and/or the SF Embed Addendum (as defined herein)). 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.

- 2.2 **License Restrictions.** Customer agrees to limit the use of the Product to the terms and conditions set forth in the applicable Sales Order and this Agreement. Without limiting the foregoing, Customer shall not, and shall not permit any third party to (except as expressly provided in the SF Embed Addendum): (1) resell, sublicense, lease, time-share or otherwise make a 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 the SF Embed Addendum, 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 is provided access to a Product solely for purposes of considering the purchase of a subscription to the Product, is using a Product through the Free Trial section of Sisense's website, or if a Sales Order specifies that an evaluation subscription is being granted thereunder (collectively, the "**Evaluations**"), Sisense hereby grants to Customer, and Customer accepts, a nonexclusive, non-transferable, non-sub-licensable, non-production, revocable, limited right to use such Product, free of charge, for the sole purpose of evaluating whether to purchase a Product subscription, subject to the terms hereof. The evaluation period is limited to a maximum of fourteen (14) days, unless Sisense has extended such period at its sole discretion or unless a different period is stated in the applicable Sales Order. If Customer is a current subscriber to a Product who has agreed to participate 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 limited to the period communicated by Sisense to Customer, unless such period is extended at Sisense's sole discretion. **THE PRODUCTS AND SERVICES LICENSED TO THE CUSTOMER FOR PURPOSES OF EVALUATIONS AND/OR BETA TESTS ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTY OR INDEMNITY OF ANY KIND.**

3. **FEES & PAYMENT TERMS**

- 3.1 **Fees.** All fees shall be as specified in the applicable Sales Order(s).

- 3.2 **Payment.** Unless otherwise specified in the applicable Sales Order, all payments of fees due to Sisense shall be made in the currency specified in the Sales Order within thirty (30) days of the date of invoice (the “**Payment Due Date**”). 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 Payment Due Date 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. Customer will also be responsible for payment of all reasonable expenses (including attorneys’ fees and costs) incurred by Sisense in collecting any overdue amounts from Customer. Further, if any amount owing by Customer under this Agreement is fifteen (15) or more days overdue, Sisense may, without limiting its other rights and remedies, suspend its performance under this Agreement. In the event Customer disputes an invoiced amount in good faith, Customer shall notify Sisense of such dispute, providing all relevant information regarding the circumstances of the dispute prior to the Payment Due Date and the parties shall work together promptly and in good faith to resolve such dispute. Customer shall not be obligated to pay any amount so disputed in good faith until such dispute is resolved.
- 3.3 **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.
- 3.4 **Audit.** At Sisense’s discretion and upon reasonable advance notice, and no more than once per calendar year, Sisense reserves the right to conduct periodic reviews and audits to verify compliance with the terms of this Agreement. If such audit indicates Customer’s usage of the Product exceeds the usage limits set forth in the applicable Sales Order(s), Sisense may work with Customer to seek to reduce Customer’s usage so that it conforms to such usage limits. If, notwithstanding Sisense’s efforts, Customer is unable or unwilling to abide by such usage limits, Customer shall execute a Sales Order for the excess usage above the usage limits promptly upon Sisense’s request, and/or pay any invoice for such excess usage in accordance with the payment terms set forth in this Section 3.

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 listed herein 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. ADDITIONAL PRODUCT AND SERVICE SPECIFIC TERMS

6.1 **Cloud SLAs.** Customer may purchase a Sisense Cloud Hosted Product subscription as stated in the applicable Sales Order, which will allow the Customer to use the Product in the Sisense Cloud and benefit from certain SLAs. When purchasing a Sisense Cloud Hosted Product subscription, Customer agrees to comply with the Sisense Cloud SLA Addendum ("Sisense Cloud SLA Addendum") available at: <https://pages.sisense.com/rs/601-OXE-081/images/Sisense-Cloud-SLA.pdf>. Sisense reserves the right to amend the Sisense Cloud SLA Addendum from time to time in its reasonable discretion; provided that such updates do not materially degrade the terms when taken as a whole.

6.2 **Sisense Fusion Embed Product Terms.** Customer may purchase a Sisense Fusion Embed subscription as stated in the applicable Sales Order, which will allow the Customer to (i) embed the Product in the Customer's product(s), and (ii) sell the bundled solution to third parties. When purchasing a Sisense Fusion Embed subscription, Customer agrees to comply with the Sisense Fusion Embed Product Terms Addendum ("SF Embed Addendum") available at: <https://pages.sisense.com/rs/601-OXE-081/images/Product-Specific-Terms.pdf>. Sisense reserves the right to amend the SF Embed Addendum from time to time in its reasonable discretion; provided that such updates do not materially degrade the terms when taken as a whole.

6.3 **White Labeling.** Customer shall only be authorized to White Label the Product if "Co-Branded White Labeling" or "Full White Labeling" appears on the applicable Sales Order.

6.3.1. "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".

6.3.2. "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.

6.4 **Support Services.** Customer may purchase certain support and maintenance services ("Support Services") as stated in the applicable Sales Order. When purchasing Support Services, Customer agrees to comply with the Sisense Support Services Addendum ("Support Addendum") available at: <http://pages.sisense.com/rs/sisense/images/sisense-support-terms.pdf>. Sisense reserves the right to amend the Support Addendum from time to time in its reasonable discretion; provided that such updates do not materially degrade the terms when taken as a whole.

6.5 **Professional Services.** Customer may purchase certain professional services (“**Professional Services**”) as stated in the applicable Sales Order. When purchasing Professional Services, Customer agrees to comply with the Sisense Professional Services Addendum (“**PS Addendum**”) available at: <http://www.sisense.com/professional-services-agreement/>. Sisense reserves the right to amend the PS Addendum from time to time in its reasonable discretion; provided that such updates do not materially degrade the terms when taken as a whole.

6.6 **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 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 6.7.2 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.

6.7 **Other Software.**

6.7.1. **Other Sisense Software.** Sisense may, in its sole discretion, make available to Customer for its convenience certain software tools, software development kit(s), or similar software for download (“**Other Sisense Software**”). Such Other Sisense Software is not deemed and does not form part of the Product, and such Other Sisense Software, if any, is subject to the terms of the applicable license governing such Other Sisense Software. Customer acknowledges and agrees that any such use of such Other Sisense Software, as applicable, is subject to Customer’s compliance with any such applicable terms.

6.7.2. **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.

- 6.7.3. **Generative AI Services.** The Product may include connections (including application programming interfaces) to generative artificial intelligence services (the "**Generative AI Services**"), which are operated by third parties. For Customer to be able to use the Generative AI Services, Customer will have to log-in to the Generative AI Services, using its own credentials with each of these services. Customer acknowledges that the 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.

Furthermore, the inclusion of a connection to the Generative AI Services in the Product is not an endorsement, authorization, sponsorship, or affiliation between Sisense and any of the Generative AI Services or their operators. Therefore, Customer hereby agrees that (i) its use of any Generative AI 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 or in connection with use of the Generative AI 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 Generative AI Services.

7. **CONFIDENTIAL INFORMATION**

- 7.1 **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.
- 7.2 **Exclusions.** The duties described in Section 7.1 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.

7.3 **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.

7.4 **Return or Destruction.** Within thirty (30) days after the expiration or termination of the Term (as defined below) or the earlier termination of this Agreement, the Receiving Party will 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.

8. WARRANTY; DISCLAIMER

8.1 **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.

8.2 **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.

8.3 **Sisense Warranty.** Sisense warrants during the Subscription Period (as defined below) and for Customer's benefit alone that the Product will substantially conform in all material respects with the Documentation. Should Customer provide to Sisense a prompt, written notice of the nonconformity of the Product in accordance with this Section 8.3, and such notice proves, to Sisense's satisfaction, the Product's non-conformity, Sisense will correct such non-conformity by one of the following, at its sole discretion: (a) use reasonable efforts to fix, provide a work around or otherwise repair or replace the nonconforming Product; or (b) terminate the license to the Product and return the subscription fees paid to Sisense for the Product for the period commencing from the date of Customer's notice of such non-conformity through the remainder of the applicable Term (as defined below). This Section 8.3 states Sisense's entire obligation and liability and Customer's sole remedy with respect to breach of warranty under this Agreement.

8.4 **WARRANTY DISCLAIMER.** EXCEPT FOR THE WARRANTIES EXPRESSLY INCLUDED IN THIS SECTION 8, SISENSE AND ITS THIRD-PARTY LICENSORS

MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE PRODUCT AND/OR ANY PROFESSIONAL SERVICES OR SUPPORT 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. SISENSE WILL NOT BE LIABLE FOR ANY LIABILITY, COST OR CLAIM ARISING DIRECTLY FROM CUSTOMER'S FAILURE TO UPDATE THE PRODUCT TO THE LATEST VERSION MADE AVAILABLE BY SISENSE. 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.

9. INDEMNIFICATION

- 9.1 **Sisense Indemnity.** Subject to Section 9.3 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; (d) Customer's continuing use of any prior Version of the Product after an Update, modification or replacement of the Product is made available to the Customer and/or Customer fails to implement an Update within a reasonable period of time. 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, if any, following Customer's destruction (and certification of destruction) of any Customer Hosted Product in Customer's possession. 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.
- 9.2 **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.

- 9.3 **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.

10. **LIMITATION OF LIABILITY**

- 10.1 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, OR TO ANY THIRD PARTIES FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITIES, LOSS OR INACCURACY OF DATA, COSTS OF SUBSTITUTES, LEGAL FEES AND COURT COSTS), EVEN IF A PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 10.2 WITHOUT DEROGATING FROM THE PROVISIONS OF SECTION 10.1, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE MONETARY OBLIGATION AND LIABILITY TO THE OTHER PARTY OR ANY OTHER PARTY UNDER THIS AGREEMENT REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE) EXCEED THE PAYMENTS, WITH RESPECT TO CUSTOMER, PAID OR PAYABLE BY CUSTOMER, OR WITH RESPECT TO SISENSE, PAID BY CUSTOMER TO SISENSE FOR THE APPLICABLE PRODUCT OR PROFESSIONAL SERVICES DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT THAT GAVE RISE TO THE ACTION OR CLAIM.
- 10.3 THE LIMITATIONS SET FORTH IN SECTION 10.2 SHALL NOT APPLY TO (A) EITHER PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR BREACH OF CONFIDENTIALITY OBLIGATIONS; (B) CUSTOMER'S BREACH OF SISENSE'S INTELLECTUAL PROPERTY RIGHTS; (C) CUSTOMER'S PAYMENT OBLIGATIONS; OR (D) THE INDEMNIFICATION OBLIGATIONS IN SECTION 9. Notwithstanding anything to the contrary in this Agreement, Sisense shall have no liability arising from: (i) any disclosure of Customer Data by the Users or through the functions and settings of the Product under Customer's control; (ii) claims alleging that Customer Data violates any applicable law or any rights of a third party; or (iii) damages or losses, if any, caused by (1) any modification or adaptation made to the Product by anyone not acting on behalf of Sisense and (2) any third-party services or tools used by Customer including any custom code, API integration or services developed by Customer or its affiliates or subcontractors, any product additions, additions or plug-ins.

11. **TERM; TERMINATION**

- 11.1 **Term.** The term of this Agreement shall commence on the Effective Date and continue until no Sales Orders remain in effect hereunder, including any Renewal Terms (as defined herein), unless otherwise terminated in the manner provided below (the “**Term**”). The subscription term under a Sales Order (referred to therein as the “**Subscription Period**”) shall be as set forth in such Sales Order and if no such term is set forth, the subscription shall continue for one (1) year from the effective date of such Sales Order. The Subscription Period granted under each Sales Order shall automatically renew for additional one (1) year terms following the end of such Subscription Period (the “**Renewal Term**”) unless either party provides written notice of nonrenewal of such Subscription Period to the other party, not less than sixty (60) days prior to the expiration of such Subscription Period. Except as otherwise expressly provided in the applicable Sales Order, upon renewal of the Subscription Period, the fees for each Product subscription and recurring services, if any, shall automatically be increased by seven percent (7%) per annum from the fees for the last annual period of the expiring Subscription Period.
- 11.2 **Termination.** Either party may terminate this Agreement: (a) at any time, if the other party fails to cure a material breach of any of its obligations hereunder within thirty (30) days after such party’s receipt of written notice of such breach and intent to terminate (or in the case of Customer’s failure to pay fees due hereunder by the Payment Due Date, within fifteen (15) days after receipt of written notice); or (b) immediately upon written notice if the other Party commits a non-remediable, material breach, or (c) immediately upon written notice, if the other party makes any assignment for the benefit of creditors, or a receiver, trustee in bankruptcy or similar officer is appointed to take charge of any or all of the other party’s property, or the other party seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding or such a proceeding is instituted against the other party and is not dismissed within ninety (90) days, or the other party becomes insolvent or, without a successor, dissolves, liquidates or otherwise fails to operate in the ordinary course (together, the “**Winding-Down Procedures**”).
- 11.3 **Effect of Termination.** Within fifteen (15) days after termination of this Agreement, Customer shall irrevocably erase any Customer Hosted Product and the Documentation and all copies and portions thereof it may have in its possession, and shall, upon request by Sisense, provide written certification to Sisense that such destruction has been completed. In the event that this Agreement is terminated for Customer’s breach, then all outstanding Sales Orders 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.
- 11.4 **Survival.** Notwithstanding any termination of this Agreement, Sections 5 (Proprietary Rights; Restrictions), 7 (Confidential Information), 9 (Indemnification) (for a period of one (1) year from the effective date of such termination), 10 (Limitation of Liability), 11.3 (Effect of Termination), and 12 (General Provisions), shall survive and continue to be in effect in accordance with their terms.

12. **GENERAL PROVISIONS**

- 12.1 **Entire Agreement.** This Agreement, together with all Sales Orders executed 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. In the event of any conflict between the terms of this Agreement and the terms of any Sales Order, the terms of this Agreement will control unless otherwise explicitly set forth in a Sales Order. 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.

- 12.2 **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, either party 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 and, in the case of an assignment by Customer, such assignment or acquisition shall not expand the scope of the Product subscription as set forth on the applicable Sales Order nor shall the Product be permitted to be used for any business operations other than as were using the Product immediately prior to such assignment or acquisition.
- 12.3 **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:** the address listed in the applicable Sales Order or by email to sisense.legal@sisense.com. **To Customer:** the address and contact information listed in the applicable Sales Order.
- 12.4 **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.
- 12.5 **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.

- 12.6 **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.
- 12.7 **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.
- 12.8 **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.
- 12.9 **Sisense Entities; Governing Law.** The Sales Order specifies the applicable Sisense entity that is a party to this Agreement. 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 jurisdiction (“**Choice of Law**”) listed in the table below for the Sisense entity specified in the applicable Sales Order, without regard to the conflict of laws principles thereof. The parties hereby expressly submit to the exclusive jurisdiction of the courts located in the jurisdiction (“**Venue**”) listed in the table below for resolution of all disputes arising under the terms of or in connection with this Agreement (including non-contractual claims) 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 Entity(ies) Specified in the Sales Order	Choice of Law	Venue
Sisense Ltd, Sisense, Inc., Sisense SF, Inc.	New York	City, County and State of New York
Sisense UK Limited	England and Wales	England
Sisense Japan K.K.	Japan	Tokyo District Court
Sisense Australia Pty Ltd	Victoria, Australia	Victoria, Australia

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.

If Sisense Australia Pty Ltd is party to this Agreement, this Agreement shall be subject to the additional terms set forth at <https://pages.sisense.com/rs/601-OXE-081/images/Australia-Legal-Terms.pdf>.

- 12.10 **Earlier Agreement Forms.** For terms and conditions applicable to purchases of Sisense products and services prior to February 11, 2024, please see the documents available at the following links:

Effective Date	Agreement Location
For purchases of Sisense products and services between July 2021 and February 11, 2024	https://www.sisense.com/legal/master-subscription-agreement/
For purchases of Sisense products and services between July 2020 and July 2021	https://www.sisense.com/legal/customer-agreement/
For purchases of Sisense products and services prior to July 2020	https://www.sisense.com/legal/end-user-license-agreement/

Schedule 1

If Bundled Product is marked with Sisense's Trademarks:

