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**

   1.1   "**Admin(s)**" means the Authorized 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 contact or otherwise.

   1.3   "**Authorized Users**" 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.

   1.4   "**Cloud Product**" means subscriptions to the Product that are designated on the applicable Sales Order as "Cloud" products and not as "Customer Hosted."

   1.5   "**Customer Data**" means all of the data processed or generated by the Product. As between Sisense and Customer, all Customer Data is deemed Customer's property.

   1.6   "**Customer Hosted"** means that the Software will be accessed by Customer through physical installation at Customer's location or on servers controlled by Customer.

   1.7   "**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 source data remains in the Datasources from which the data processed by the Product is sourced.

   1.8   "**Designer(s)**" means the Authorized User(s) that are authorized to create, edit and share data models and dashboards in the Product.

   1.9   "**Documentation**" means the standard documentation and user manuals available at https://documentation.sisense.com/ (https://dtdocs.sisense.com/ for Sisense for Cloud Data Teams only).

1.10 "**GB Elasticube 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.

1.11 **"Instance"** means a single authorized installation of the Product on a single operating system which may be connected to one or more Datasource(s). Instances may be in Cloud Products or Customer Hosted use. Each Instance is limited to an allocation of the aggregate GB Elasticube Production or 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, QA or other Non-Productions uses, are separate Instances for purposes of this Agreement and the applicable Sales Orders.

1.12 "**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.

1.13 "**Product**" means the Software or Cloud Product licensed under the applicable Sales Order.

1.14 **"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 the Agreement. Production subscriptions may also be used for Non-Production purposes.

1.15 "**Sisense Trademarks**" means the trademark(s) set forth in **Schedule 1** to this Agreement

1.16 "**Software**" means Sisense's proprietary software that may be made available to Customer pursuant to a Sales Order and shall include the Documentation and all new releases of the Software and Software Updates which are made generally available to all customers without an additional charge as well as access to the cloud-based features incorporated into the Software.

1.17 "**Viewer(s)**" means the Authorized User(s) that are authorized to view and filter the dashboards.

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 order (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 13.2), limited license to the Software or to access and/or use the Cloud Product (as applicable) during the Subscription Period (as defined herein) solely for Customer's internal business purposes (except as otherwise provided in an applicable Sales Order and/or the Product-Specific Terms (as defined herein)). Customer may authorize subcontractors to access and use the Products as Authorized Users contemplated by the Sales Order and provided that Customer is responsible for all acts and omissions of the

subcontractors and all other Authorized Users. Each Authorized User shall receive a unique login and password or other form of personal authentication preventing unauthorized use, which shall be used by that individual only (an "Authorized ID"). Authorized IDs cannot be shared or used by more than one Authorized User at a time.

2.2   **License Restrictions.** Customer agrees to limit the use of the Product to the licensing metrics 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 applicable Product-Specific Terms): (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; or (5) access the Products to build a competitive product or service or copying its features or user interface.

2.3   **License Prohibitions.** Except as expressly provided in an applicable Product-Specific Terms, Customer agrees not to use the Product, 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; (3) propagate any virus, worms, Trojan horses or other programming routines intended to damage the Products or any systems or data; or (4) filing for intellectual property rights including the Product and/or Documentation.

2.4   **Evaluation Subscriptions**. If Customer is provided access to the Product solely for purposes of considering the purchase of a subscription to the Product, using the Product through the Free Trial section of Sisense's website, or if a Sales Order specifies that an evaluation subscription is being granted thereunder ("**Evaluations**"), Sisense hereby grants to Customer, and Customer accepts, a nonexclusive, non-transferable, non-sub-licensable, non-production, revocable, limited right to use the 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 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 the Product who has agreed to participate in testing (a "**Beta Test**") of a pending release of the Product or certain features or functionality of the Product prior to general release for purposes of identifying issues and providing Feedback (as defined below), the Beta Test term is limited to the period communicated by Sisense to Customer, unless such period is extended at Sisense's sole discretion. UNDER EVALUATIONS AND BETA TESTS, THE PRODUCTS AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTY OR INDEMNITY OF ANY KIND.

3. **PRODUCT TERMS**.

3.1   **Product-Specific Terms**. Subscriptions for use of the Product embedded in Customer's products provided to third parties will also be subject to the Sisense Product-Specific Terms of Service set forth at https://pages.sisense.com/rs/601-OXE-081/images/Product-Specific-Terms.pdf ("**Product-Specific Terms**"), as such terms are amended from time to time.

3.2   **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. "**White Label**"

shall mean that Customer is authorized to use the Product without displaying some or all of the Sisense Trademarks and branding and/or including its own branding. If the Sales Order specifies "Co-Branded White Labeling" Customer may, through use of the tools provided by Sisense for such purpose, White Label the Product and must state in its documentation and marketing materials that the Bundled Product or such service is "powered by Sisense". If the Sales Order specifies "Full White Labeling, Customer may, through use of the tools provided by Sisense for such purpose, White Label the Product and is not required to retain any Sisense Trademarks or branding in the Product.

4. **DATA**

   4.1 **Data Processing Addendum**. Sisense's processing of personal data included in the Customer Data shall be subject to 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. Sisense may update the Data Processing Addendum from time to time so long as there is no material degradation to the overall protections set forth therein.

5. **SUPPORT SERVICES AND PROFESSIONAL SERVICES**

   5.1 **Support Services**. Sisense will provide support and maintenance services ("**Support Services**") to Customer in accordance with the support terms set forth at http://pages.sisense.com/rs/sisense/images/sisense-support-terms.pdf ("**Support Terms**"), which may be updated from time to time provided that such updates do not materially degrade the support terms when taken as a whole.

   5.2 **Professional Services.** The scope, fees and terms of the professional services (if any) to be provided by Sisense to Customer (the "**Professional Services**") shall be set forth on the applicable Sales Order and are subject to Sisense's Professional Services Addendum available at http://www.sisense.com/professional-services-agreement/ ("**PS Terms**") which may be updated from time to time provided that such updates do not materially degrade such terms when taken as a whole .

6. **FEES & PAYMENT TERMS**

   6.1 **Fees**. All fees shall be as specified in the applicable Sales Order.

   6.2 **Payment**. Unless otherwise specified in the applicable Sales Order, all payments shall be made in the currency specified in the Sales Order within thirty (30) days of the date of invoice. Except as expressly provided herein, all payments made hereunder are non-refundable and non-cancellable. Payments of amounts made under this Agreement after their 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. 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 any relevant information regarding the circumstances of the dispute within 30 days of date of receipt of invoice 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.

6.3   **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 the payment to be made to Sisense shall be the sole responsibility of Customer and any payments or fees due to Sisense shall not be decreased in any manner by such withholding amount.

6.4   **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.

7. **PROPRIETARY RIGHTS; RESTRICTIONS**

7.1   **Ownership by Sisense**. As between Customer and Sisense, Sisense is the sole owner of all intellectual property rights to all materials provided by Sisense hereunder, including the Documentation, Products, Software, and any derivatives thereof, as well as Sisense's Confidential Information and Sisense's names, trademarks, trade names and logos ("**Sisense Marks**"), and Customer acknowledges that it has no rights thereto except as expressly set forth herein. Nothing in this Agreement or in the parties' dealings related to this Agreement will restrict Sisense's right to use, disclose, publish, or otherwise exploit Feedback (as defined below), without compensating or crediting Customer or the individual providing such Feedback. No Feedback shall be deemed Customer Confidential Information to the extent that such Feedback relates to Sisense's products and services. "**Feedback**" means any suggestion or idea for improving or modifying the Product.   There are no implied rights and all rights not expressly granted herein are reserved.

7.2   **Product Data.** Sisense may collect and use system information and information about Customer's use of the Product ("**Product Data**") provided that Sisense may only incorporate Product Data in the Product in an aggregated and anonymized manner such that Customer, Authorized Users, and other natural persons associated with them cannot be identified alone or in conjunction with other data.

8. **CONFIDENTIAL INFORMATION**.

8.1   **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 all non-public product features and information regarding pricing of its products and services. The Receiving Party will only use the Disclosing Party's Confidential Information in connection with 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, and are subject to non-disclosure obligations with terms no less restrictive than those herein.

8.2   **Exclusions**. The duties described in Section 8.1 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; or (d) is disclosed by the Receiving Party with the prior written approval 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.

8.3 **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 such party agrees that the Disclosing Party has no adequate remedy at law. The parties further agree that the Disclosing Party shall 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.

8.4 **Return and Destruction**. Upon termination of this Agreement, the Receiving Party will, upon written request, promptly destroy or return 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 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.

9. **WARRANTY; DISCLAIMER**

9.1 **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 its performance hereunder.

9.2 **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.

9.3 **Sisense Warranty**. Sisense warrants during the Subscription Period and for Customer's benefit alone that the Product will substantially conform in all material respects with the Documentation. Customer should provide prompt, written notice of any nonconformity. Sisense will: (a) use reasonable efforts to fix, provide a work around or otherwise repair or replace the Software or Cloud Product, as applicable; or (b) if Sisense is unable to remedy the nonconformity, terminate the license to the Product and return the subscription fees paid to Sisense for the Product for the period commencing from Customer's notice of nonconformity through the remainder of the applicable Term. This Section 9.3 states Sisense's entire obligation and liability and Customer's sole remedy with respect to breach of warranty under this Agreement.

9.4 **SLA Addendum.** The Sisense Cloud SLA Addendum (the "**SLA Addendum**") available at: https://pages.sisense.com/rs/601-OXE-081/images/Sisense-Cloud-SLA.pdf, sets forth the

availability commitments ("SLA") offered with respect to the Cloud Product. The SLA applicable to the Cloud Product purchased under a particular Sales Order will be the Standard Availability SLA unless otherwise specified on the Sales Order. The SLA Addendum may be updated from time to time, provided that such updates do not materially degrade the SLA terms when taken as a whole.

9.5   **WARRANTY DISCLAIMER**. EXCEPT FOR THE EXPRESS WARRANTIES INCLUDED IN THIS SECTION 9, SISENSE AND ITS THIRD-PARTY LICENSORS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE PRODUCT AND/OR PROFESSIONAL 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 USE OF THE PRODUCT WILL BE UNINTERRUPTED OR THAT THE OPERATION OF THE PRODUCT 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 BUSINESS REQUIREMENTS. 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 SHALL NOT BE BINDING ON SISENSE.

10. **INDEMNIFICATION**

10.1   **Sisense Indemnity**. Subject to Section 10.2, Sisense will indemnify and defend Customer and hold Customer harmless against all third party losses finally awarded by a court of competent jurisdiction or pursuant to a settlement agreement signed by Sisense arising from actions, proceedings, suits, claims or demands that may be brought or instituted against Customer by any third party that Customer's use of the Product in accordance with the terms of this Agreement infringes such third party's intellectual property rights in a country that is a signatory of the Patent Cooperation Treaty (PCT) or which later accedes to the PCT, or in any country that is a signatory of the Berne Convention ("Convention") or which later accedes to such Convention ("**Infringement Claims**"). Notwithstanding the foregoing, Sisense shall have no liability or obligation hereunder with respect to any Infringement Claim to the extent arising from or related to (a) any use of the Product not in accordance with this Agreement and the Documentation (b) modifications, adaptations, alterations, or enhancements of the Product not created by or for Sisense (c) the combination of the Product with items not supplied by Sisense or approved for use with the Product 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 version of the Product after an update, modification or replacement of the Product is made available to the Customer and Customer fails to implement within a reasonable period of time. If the 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 subscription fees prepaid for the unexpired term, if any, upon the destruction (and certification of destruction) of any Software in Customer's possession. To the extent permitted by applicable law, this Section 10.1 states Sisense's entire liability and Customer's exclusive remedy for infringement.

10.2   **Indemnification Procedure**. The Customer shall give Sisense prompt notice of any Claim, grant Sisense sole control of the defense and/or settlement of any Claim (provided that Sisense shall not enter into any settlement that admits liability on behalf of the Customer or imposes any obligations on the Customer without the prior written consent of the Customer, other than payment of amounts indemnified hereunder or, in the case of an Infringement Claim, cessation of use of the allegedly infringing item) and provide reasonable assistance as requested by the Sisense at the Sisense's sole expense.

11. **LIMITATION OF LIABILITY**.

11.1   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 PRODUCT OR PROFESSIONAL SERVICES THAT GAVE RISE TO THE ACTION OR CLAIM DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT.

THE FOREGOING LIMITATIONS SHALL NOT APPLY TO EITHER PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR BREACH OF CONFIDENTIALITY OBLIGATIONS; CUSTOMER'S BREACH OF SISENSE'S INTELLECTUAL PROPERTY RIGHTS; CUSTOMER'S PAYMENT OBLIGATIONS; OR THE INDEMNIFICATION OBLIGATIONS IN SECTION 10. Notwithstanding anything to the contrary in this Agreement, Sisense shall have no liability arising from: (i) any disclosure of Customer Data by the Authorized Users or through the functions and settings of the Product under Customer's control; (ii) claims alleging that Customer Data violates the intellectual property rights of a third party; or (iii) damages or losses, if any, caused by any modification or adaptation made by Customer to a Product without Sisense's express prior written consent.

11.2   EXCEPT FOR EITHER PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR BREACH OF CONFIDENTIALITY OBLIGATIONS OR CUSTOMER'S BREACH OF SISENSE'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT SHALL EITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY, OR TO ANY THIRD PARTIES FOR (A) INDIRECT, SPECIAL, CONSEQUENTIAL, COLLATERAL OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION LOSS OF BUSINESS, REVENUES, PROFITS AND GOODWILL, OR (B) INTERRUPTION OF USE, LOSS OR INACCURACY OF DATA, LOSS OF, OR COST OF PROCURING SUBSTITUTE TECHNOLOGY, GOODS OR SERVICES, IN EACH CASE EVEN IF A PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. **TERM; TERMINATION**

12.1   **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 as stated 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 each Subscription Period unless either party provides written notice of nonrenewal of such

Subscription Period to the other party, not less than sixty (60) days prior the expiration thereof. 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 5% per annum from the applicable fees for the last annual period of the expiring Subscription Period.

12.2 **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 receipt of written notice, with the exception of Customer's failure to pay applicable fees, which must be cured within five (5) days after receipt of written notice; (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 90 days, or the other party becomes insolvent or, without a successor, dissolves, liquidates or otherwise fails to operate in the ordinary course.

12.3 **Effect of Termination**. Within fifteen (15) days after termination Customer shall irrevocably erase any Software 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.

12.4 **Survival**. Notwithstanding any termination of this Agreement, Sections 7 (Proprietary Rights), 8 (Confidential Information), 10 (Indemnification) (for a period of one (1) year from the effective date of such termination), 11 (Limitation of Liability), 12.3 (Effect of Termination), 13 (General Provisions), shall survive and continue to be in effect in accordance with their terms.

13. **GENERAL PROVISIONS**

13.1 **Entire Agreement**. This Agreement (including all Sales Orders) constitutes the entire agreement, 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 form, even if signed by the parties hereafter, will have no effect under 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. This Agreement may be executed in one or more counterparts, each of which will be an original, but taken together constituting one and the same instrument. Execution of a facsimile/electronic copy will have the same force and effect as execution of an original, and a facsimile/ electronic signature will be deemed an original and valid signature. No modification, consent or waiver under this Agreement will be effective unless in writing and

signed by both parties. 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.

13.2 **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.

13.3 **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 email address specified below, 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.

13.4 **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.

13.5 **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.

13.6   **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.

13.7   **Use of Customer Name**. Sisense may use Customer's name, logo, and trademarks and refer to its relationship with Customer in its business development and marketing efforts.

13.8   **Force Majeure**. Except for payment obligations, neither party shall have any liability under the 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 fire, storm, flood, earthquake, adverse weather conditions, pandemic, explosions, Acts of God, terrorism or the threat thereof, nuclear, chemical or biological contamination, 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 (such an event or circumstance, an "**Event of Force Majeure**").

13.9   **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.

Entity(ies)	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

Entity(ies)	Choice of Law	Venue
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, the Agreement shall be subject to the additional terms set forth at https://pages.sisense.com/rs/601-OXE-081/images/Australia-Legal-Terms.pdf.

If Bundled Product is marked with Sisense's Trademarks: