

## **Sisense Fusion Embed Product Terms Addendum**

This Sisense Fusion Embed Product Terms Addendum (“**Addendum**”) sets forth terms applicable specifically to subscriptions for the Sisense Fusion Embed Product (“**Sisense FE Product**”) as referenced in the Sales Order. This Addendum supplements and is hereby incorporated into the Master Subscription Agreement (the “**Agreement**”) referenced in the Sales Order pursuant to which Customer has purchased the Sisense FE Product. Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Agreement.

### **1. DEFINITIONS**

- 1.1 “**End Customer Agreement**” means the written agreement between Customer and an End Customer pursuant to which the Bundled Product is licensed to such End Customer.
- 1.2 “**On-Premise Access**” means that the Bundled Product will be accessed by an End Customer through physical installation at the End Customer’s location or on servers controlled by the End Customer.
- 1.3 “**SaaS Access**” means that the Bundled Product will be accessed by the End Customers through a service or web access provided by the Customer to the End Customer.

### **2. RIGHT TO BUNDLE SISENSE FE PRODUCT**

- 2.1 **Right to Bundle.** Subject to the terms and conditions of this Addendum and the Agreement, Sisense hereby grants Customer and its Affiliates a non-exclusive, non-transferable limited license to incorporate the Sisense FE Product into the Bundled Product, market and distribute the Bundled Product, and sublicense the Bundled Product to its End Customers (“**License**”).
- 2.2 **Limitations.** The Customer shall use the Sisense FE Product only as part of the Bundled Product and shall comply in all respect with the terms stated in the applicable Sales Order, including (i) Subscription Period, (ii) type of Customer Owned Software eligible for integration; and (iii) On-Premise Access or SaaS Access. Customer shall use the Sisense FE Product for an internal use case only as needed for the development and support of the Bundled Product and not for any other internal use.

### **3. END CUSTOMER PROVISIONS**

- 3.1 **End Customer Agreement.** Customer shall ensure that each End Customer of the Bundled Product provided On-Premise Access has signed an End Customer Agreement prior to End Customer’s download or use of the Bundled Product. The End Customer Agreement will include terms which are materially the same as the terms referenced in **Appendix 1** hereto (“**Minimum Terms**”). Sisense may amend the Minimum Terms in its reasonable discretion and will notify the Customer in writing of any changes. The Customer shall use commercially reasonable efforts to reflect those changes in the next update to the applicable End Customer Agreement(s).
- 3.2 **Limitations.** The End Customer Agreement shall limit the End Customer’s use of the Sisense FE Product to the Bundled Product and Subscription Period stated in the applicable Sales Order and as otherwise stated herein.

- 3.3 **Support.** Sisense shall not provide support or maintenance services to End Customers for any reason. Customer shall be solely responsible for providing all support and maintenance services to its End Customers.
- 3.4 **Warranties.** Customer shall not make any representations or issue any warranties, express or implied, on behalf of Sisense to End Customers regarding the performance of the Sisense FE Product, support or other services to be provided by Sisense or otherwise make any commitments on behalf of Sisense that are not expressly approved by Sisense in writing, and any such unauthorized representations or warranties shall be void and shall not be binding on Sisense. Customer will be solely responsible for all claims, warranties, or representations made by Customer or its agents that differ from those contained in the Addendum, the Sales Order or the Agreement.
- 3.5 **Indemnification.** Customer will indemnify and hold Sisense harmless against all actions, proceedings, suits, claims or demands that may be brought or instituted against Sisense by any third party (including any End Customer) based on or arising out of any violation by Customer of its obligations under this Section 3.

#### 4. **CUSTOMER RIGHTS AND OBLIGATIONS**

- 4.1 **Customer's IP.** As between Customer and Sisense, Customer is the sole owner of all Customer IP and Customer's Confidential Information. For the avoidance of doubt, Customer is the sole owner of the Customer Owned Software and/or any adaptations or derivatives thereof (excluding the Product incorporated therein as part of the Bundled Product or any other Sisense IP).
- 4.2 **Trademarks.** Sisense authorizes the Customer to use the Sisense Trademarks solely in connection with the sale, marketing, advertising, and promotion of the Bundled Product. Customer agrees not to affix any Sisense Trademark to products other than the Bundled Product. Notwithstanding the foregoing, nothing contained in this Agreement shall give Customer any ownership interest in any of Sisense's Trademarks.
- 4.3 **Marketing.** Customer will submit all promotional materials containing Sisense Trademarks or other items protected by Sisense's intellectual property rights for approval to Sisense prior to distribution. Customer shall apply the Sisense Trademarks only to marketing materials in accordance with the standards of quality in materials, design, workmanship, use, advertising and promotion, that are commonly applied in Customer's business or as approved from time to time by Sisense. Customer will (i) conduct business in a manner that reflects favorably at all times on the Sisense FE Product and the good name, goodwill, and reputation of Sisense; and (ii) make no false or misleading representations with respect to the Sisense FE Product. Customer's marketing of the Bundled Product will not violate: (i) any applicable laws or regulations and codes of practice, including in relation to advertising, e-commerce, commercial communications, data protection and privacy laws; (ii) international anti-corruption laws and regulations, including the United States Foreign Corrupt Practices Act and the UK Bribery Act; or (iii) the rights of any third party, including any intellectual property rights or any rights of privacy or publicity.
- 4.4 **Termination.** Except as expressly provided in this Addendum, upon termination of the Agreement ("**Termination Date**"), Customer shall promptly discontinue (i) all promotion and marketing efforts of the Sisense FE Product or the Bundled Product, (ii) use of the Sisense FE

Product within the Bundled Product, and (iii) use of Sisense's intellectual property and Confidential Information.

- 4.5 **Post-Termination Winding-Down Period.** If the Agreement is terminated by Sisense, and so long as such termination was not due to (i) Customer's material breach of the Agreement, or (ii) Customer going through Winding-Down Procedures, and provided that Customer has paid and continues to pay the fees stated in the applicable Sales Order, then the License shall be extended post Termination Date for any End Customer that has a valid End Customer Agreement as of the Termination Date ("**Extended License**"). Such Extended License shall be in effect until the *earlier of* (i) the end of the subscription period stated in the End Customer Agreement (not including any renewals), or (ii) twelve (12) months from the Termination Date. Within fifteen (15) days after the Extended License expires, Customer shall comply with its termination obligations under Section 4.4 hereto.

## **Appendix 1**

### **Minimum Terms**

- (i) End Customers shall receive a non-exclusive, non-sublicensable, non-transferable, limited license to use the Bundled Product, in machine-readable, object code form only.
- (ii) Bundled Product shall be licensed for End Customer's internal use only and not exceed the scope of use stated in the Sales Order or the Agreement.
- (iii) No ownership or title to the Sisense intellectual property shall be transferred to the End Customer. Sisense shall own and shall retain all rights, including all intellectual property rights, to the Sisense FE Product.
- (iv) End Customer shall not reverse compile, reverse engineer, or disassemble any portion of the Bundled Product or Sisense FE Product (except as is required to be permitted by applicable law);
- (v) End Customer shall not derive or attempt to derive, the source code of the Sisense FE Product;
- (vi) End Customer shall not modify or create adaptations or derivative works of the Sisense FE Product;
- (vii) End Customer shall not remove, alter or obscure any proprietary notice or identification, including copyright or trademark notices, contained in or on the Sisense FE Product;
- (viii) Include (a) standard warranty disclaimers, including conspicuous disclaimers of warranties of merchantability, satisfactory quality and fitness for particular purpose, and (b) a statement that Sisense and its licensors do not grant any warranty to the End Customer and shall not have any direct or indirect liability to the End Customer; and
- (ix) End Customer shall agree that upon termination of the license to use the Bundled Product it will discontinue its use and irrevocably erase the Bundled Product and Sisense FE Product (including all archival or other copies) and all Documentation.