

## Sisense Cloud SLA Addendum

This Sisense Cloud SLA Addendum (the “**Addendum**”) sets forth the SLAs and other material terms applicable to the Sisense Cloud Hosted Product referenced in the Sales Order. This Addendum supplements and is hereby incorporated into the Master Subscription Agreement (the “**Agreement**”) referenced in the Sales Order. Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Agreement.

### 1. **DEFINITIONS.**

- 1.1. “**Available**” means that the material components of the Sisense Cloud Hosted Product can be accessed by the Customer.
- 1.2. “**Downtime**” means any time that the Sisense Cloud Hosted Product is not Available.
- 1.3. “**Monthly Availability Percentage**” will be calculated per calendar month, as follows:

$$\frac{\text{Available (minutes during applicable calendar month)}}{\text{Scheduled Available Time (minutes during applicable calendar month)}} \times 100$$

- 1.4. “**Scheduled Available Time**” means 24 hours a day and 7 days a week *minus* any Downtime time attributed to the SLA Exclusions.
- 1.5. “**Service Credit**” is calculated by multiplying the Service Credit Percentage stated in the applicable table in Section 2.1 by the pro rata monthly fee for the Instance of the Sisense Cloud Hosted Product(s) that experienced the SLA Failure.

### 2. **AVAILABILITY SLAS**

- 2.1. **Availability SLAs.** Sisense shall undertake commercially reasonable efforts to ensure the Sisense Cloud Hosted Product is Available as stated in the below tables. Customer will automatically receive the Standard Availability SLA for each Instance of the Sisense Cloud Hosted Product. Customer may purchase the Premium Availability SLA by adding it to the applicable Sales Order.

#### **Standard Availability SLA**

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

#### **Premium Availability SLA**

Monthly Availability Percentage	Service Credit Percentage
Less than 99.99% but equal to or greater than 99.0%	5%
Less than 99.0%	10%

- 2.2. **Downtime Reporting.** If Customer experiences any Downtime, it shall follow the reporting process outlined in the Support Addendum. Sisense shall use commercially reasonable efforts to resolve each reported issue per the terms outlined in the Support Addendum.

### 3. SERVICE CREDIT

- 3.1. **Service Credit Eligibility.** If Sisense fails to meet the applicable Monthly Availability Percentage in any calendar month during the Term (“**SLA Failure**”) and the Customer is in compliance with all of its obligations under the Agreement, Sisense will provide Customer with a Service Credit for that month. The Service Credit is Customer’s sole and exclusive remedy with respect to any SLA Failure. An SLA Failure does not entitle Customer to a refund.
- 3.2. **Claim Process.** In order to receive the Service Credit, Customer must notify Sisense in writing and request the Service Credit within ten (10) business days following the end of the calendar month in which the SLA Failure occurred. The Service Credit will be applied to the next billing cycle that is at least sixty (60) days after the calendar month in which the SLA Failure occurred.
- 3.3. **No Additional Warranties.** Nothing in this Section, express or implied, shall create any new, separate, or different obligations for Sisense with respect to the Sisense Cloud Hosted Product not already contained in the Agreement, including, but not limited to, the warranty set forth in Section 8.3 thereof.

### 4. SLA EXCLUSIONS

- 4.1. Downtime due to any of the following reasons shall be excluded from the Scheduled Available Time definition (“**SLA Exclusions**”) and shall not entitle the Customer to any Service Credit:
  - 4.1.1. **Scheduled Maintenance.** Any scheduled maintenance posted on Sisense’s website or other planned Downtime (provided Sisense gives at least 24 hours’ prior notice to the Customer). Sisense will use commercially reasonable efforts to schedule maintenance at times that minimize impact to its customers.
  - 4.1.2. **Emergency.** Emergency maintenance reasonably necessary to fix critical functionality, security or other vulnerabilities or material defects that may substantially impair the usability or performance of the Sisense Cloud Hosted Product and that cannot reasonably be performed during a scheduled maintenance window.
  - 4.1.3. **Acts of God.** Any unavailability caused by circumstances beyond Sisense’s reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Sisense employees).
  - 4.1.4. **Datasources.** Any unavailability caused by issues associated with data refreshing from Datasources in ElastiCubes or Live Connect.
  - 4.1.5. **Data Design.** Any unavailability attributable to Customer’s failure to adhere to the best practices for data modeling set forth in the Documentation.
  - 4.1.6. **Other.** Any unavailability that results from (i) any actions or inactions of Customer; (ii) Customer’s equipment, software or other technology, (iii) third party equipment, software or other technology (other than third party equipment within Sisense’s direct control); (iv) Internet service provider failure or delay, (v) use of the Product which is not in accordance with the scope of the license granted to Customer, or (vi) Sisense’s suspension or termination of Customer’s right to use the Product in accordance with the Agreement.