OEM LICENSE AGREEMENT

THIS OEM LICENSE AGREEMENT BETWEEN YOU ("**OEM**") AND **SISENSE LTD.** ("**LICENSOR**") AND ITS CORRESPONDING SALES ORDER(S) (COLLECTIVELY REFERRED TO AS THE "**AGREEMENT**") GOVERN YOUR INSTALLATION AND USE OF THE SOFTWARE (AS DEFINED BELOW). PLEASE READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY BEFORE USING THE SOFTWARE, AND/OR BEFORE DOWNLOADING OR INSTALLING THE SOFTWARE, AND INDICATE YOUR ACCEPTANCE BY CHOOSING "I ACCEPT". BY CHOOSING "I ACCEPT", YOU ARE ACCEPTING AND AGREEING TO BE BOUND BY ALL THE TERMS OF THIS LICENSE AGREEMENT. YOU MAY PRINT AND KEEP A COPY OF THIS AGREEMENT. The date you accept this License Agreement by choosing "I Accept" shall be the "Effective Date" of this Agreement. For the sake of clarity, these terms and conditions shall not apply to OEM's who have licensed the Software through, and signed an end user license agreement with, a reseller authorized by Licensor to resell subscriptions to the Software, so long as such end user license agreement complies substantially with the terms and conditions of this Agreement. In such cases, OEM is granted its license in the Software by and through the reseller and not directly by Licensor.

1. **DEFINITIONS.** For purposes of this Agreement (including any and all Sales Orders, Schedules and amendments made to or incorporated herein now or in the future), the following capitalized terms shall have the following meaning:

   1.1. "**Administrator(s)**" means the Authorized User(s) who are Personnel of OEM or an End Customer who have the authorization and access for server, user and data management.

   1.2. "**Authorized Users**" means individual users granted access to use the Software on a named basis. Each Authorized User shall receive a personal login and password which shall be maintained securely by OEM or the applicable End Customer, as the case may be, from unauthorized use. The number of Authorized Users licensed hereunder is specified on the Sales Order(s) executed hereunder.

   1.3. "**Authorized Servers**" means the number of OEM's or, if applicable, End Customers', servers on which the Software may be installed as specified in the applicable Sales Order. For purposes of this Agreement, each Authorized Server shall be licensed for a specific number of Rows or Cores as specified on the applicable Sales Order.

   1.4. "**Backup/Development Server**" means a Software instance that is to be used for the sole purpose of development, backup, staging and other non-production uses and may not be used in any way for production use.

   1.5. "**Bundled Software**"" means the combination of OEM Software and the Software and/or some features or capabilities thereof as an integrated component therein.

   1.6. "**Business Scope**" means the business use case(s) for which the Software is licensed to the OEM as specified on the applicable Sales Order. The Business Scope shall specify the focus of the analytics to be provided using the Software and may also specify such parameters as the industries or types of customers to be provided access to the Bundled Software.

   1.7. "**Core**" shall be 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 current and future technologies that materially expand the processing capacity of a Core shall not be permitted

to increase the licensed processing capacity of the Core-based licenses granted under this Agreement unless otherwise agreed by the parties.

1.8. "**Dashboards**" means the graphic representation of data extracted from the Datasource(s) as designed and created by Designers and/or Administrators using the Software in accordance with this Agreement.

1.9. "**Datasource**" means a data source accessed and used by the Software to generate its output. For View and Design OEM's, the permitted Datasource is the OEM Software Data and for Multiple Datasource OEM's, the permitted Datasources are data sources integrated with the Software by OEM which may include data provided or sourced by OEM as well as additional data sources, but not other data sources accessed by the End Customer outside the Bundled Software.

1.10. "**Designer(s)**" means the Authorized User(s) who are Personnel of OEM or an End Customer that are authorized to create, edit and share data models and Dashboards.

1.11. "**Documentation**" means the standard documentation and user manuals provided or made accessible to OEM along with the Software and also available at https://documentation.sisense.com/.

1.12. "**End Customer**" means a person or entity that licenses the Software from the OEM, incorporated in the Bundled Software and for use within the Business Scope, for its personal or internal use and not for remarketing, redistribution or other transfer of the Software to any other person or entity.

1.13. "**End Customer Agreement**" means the written agreement between OEM and its End Customers pursuant to which the Bundled Software is licensed.

1.14. "**End Customer Term**" means the period during which an End Customer is entitled to access and use the Software (as incorporated in the Bundled Software) pursuant to an End Customer Agreement.

1.15. "**Force Majeure**" means fire, storm, flood, earthquake, adverse weather conditions, 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, failure or malfunction of computer systems or any other event or circumstance outside the reasonable control of a party to this Agreement.

1.16. "**Intellectual Property**" means all intangible legal rights, titles and interests evidenced by or embodied in or connected or related to all inventions, patents, patent applications, trademarks, service marks, trade dress, logos, trade names, and corporate names, domain names, any work of authorship, copyrights, trade secrets and all other proprietary rights belonging to a party in whatever form or medium, in each case on a worldwide basis; together with all revisions, extensions, reexaminations translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith.

1.17. "**Multiple Datasource OEM**" means an OEM who is licensed to bundle the Software with the OEM Software and to permit End Customers to view and design Dashboards applied to OEM Software Data as well other Datasources integrated into the Bundled Software by OEM.

1.18. "**OEM Software**" means OEM's proprietary products as listed in the applicable Sales Order.

1.19. "**OEM Software Data**" means the data created or used by OEM and/or its End Customers that is processed or generated by or used in the OEM Software.

1.20. "**On-Premise**" means that the Bundled Software is physically installed at the End Customer's location and/or on servers controlled by the End Customer.

1.21. "**Personnel**" shall mean employees and contractors of OEM or, where applicable, of End Customers, where such personnel's access to the Software and/or the Bundled Software is controlled by OEM or the applicable End Customer.

1.22. "**Professional Services**" means those services detailed in Section 7.2 below and in the applicable Sales Order.

1.23. "**Row**" means a single record in a table of a Sisense data model. For licensing purposes, only Rows in tables that were added to the data model from external sources are counted. If a base table is used by several data models, it is counted only once.

1.24. "**SaaS Access**" means that the Bundled Software is installed on servers controlled by OEM and is provided as a service or through web access to End Customers.

1.25. "**Sales Order**" means those certain documents executed by OEM and accepted by Licensor from time to time detailing among other things: (i) the Software licensed and the term of such license, (ii) the type of licenses being purchased, including such items as whether the license is for OEM to provide the Bundled Software to End Customers through On-Premise and/or SaaS Access use, etc.; (iii) the amounts due; (iv) the Territory; (v) whether the Software is licensed for internal use by OEM in accordance with Section 2.2.2 hereof; (vi) the number of Authorized Users granted access to the Software; (vii) the number of Authorized Servers; (viii) the OEM Software and (ix) the Business Scope for which the Software is licensed.

1.26. "**Software**" means one or more of Licensor's proprietary software products listed in the applicable Sales Order in object code format, and shall include the Documentation and all Updates and Versions of the Software to the extent supplied by Licensor under this Agreement.

1.27. "**Support Terms**" shall have the meaning given such term in Section 7.1.

1.28. "**Territory**" means the territory set forth on the applicable Sales Order.

1.29. "**Update**" means all published revisions and corrections to the printed documentation and corrections and new releases of the Software which are generally made available to Licensor's licensees and which are designated by Licensor by a number on the right of the decimal point (e.g. Release 6.X). Updates shall not include any new Versions or optional modules or future products that Licensor licenses separately.

1.30. "**Version**" means a release of the Software which contains substantial and significant enhancements, or other substantial changes in functionality or performance as compared to the previous version (if any), which is designated by Licensor by a number on the left of the decimal point (e.g. Release X.0). Versions shall not include optional modules or future products that Licensor licenses separately.

1.31. "**View and Design OEM**" means an OEM who is licensed to bundle the Software with the OEM Software and to permit End Customers to view and design Dashboards applied only to OEM Software Data.

1.32. "**Viewer(s)**" means the Authorized User(s) who are Personnel of OEM or End Customers that are authorized to view and filter the Dashboards that Designers share with them via a standard web browser. An Unlimited Viewer license allows unlimited Viewers to be authorized to access the specified Authorized Server. Please note that while there is no legal limit to the number of Viewers, the technical capacity of the server may limit the number of Viewers that may actually access the Authorized Server.

2. **APPOINTMENT AS OEM**

2.1. **OEM Relationships**. OEM may be a View and Design OEM or a Multiple Datasource OEM, as specified on the applicable Sales Order. The following provisions apply to the specific relationships:

2.1.1. View and Design OEM: The Software, or such features of the Software as are specified in the Sales Order, is licensed to be distributed by bundling it with the OEM Software or by integrating it with the OEM Software and using the Software solely with OEM Software Data as a Datasource. It is explicitly agreed that OEM may bundle or integrate the Software with the OEM Software only and in no way may the Software be bundled with or integrated in any other product whatsoever.

2.1.2. Multiple Datasource OEM: The Software, or such features of the Software as are specified in the Sales Order, is licensed to be distributed by bundling it with the OEM Software or by integrating it with the OEM Software and with multiple Datasources. It is explicitly agreed that OEM may bundle or integrate the Software with the OEM Software only and in no way may the Software be bundled with or integrated in any other product whatsoever.

2.2. **License**. Subject to the terms and conditions of this Agreement Licensor hereby grants OEM and OEM hereby accepts the licenses specified on the applicable Sales Order, which may include one or both of the following:

2.2.1. **OEM Configuration**. a non-exclusive, non-transferable right and license, to use and/or distribute the Software to End Customers, only incorporated in the Bundled Software and for use within the Business Scope, in the Territory and for the term and as otherwise specified in the Sales Order. This license may be granted on an "On-Premise" or "SaaS Access" basis, as specified in the Sales Order.

2.2.2. **Internal Configuration**. if and when expressly stated on a Sales Order and for the term and as otherwise specified on such Sales Order, a limited, non-exclusive, non-transferable, right and license to use the Software for OEM's internal use and purposes only and on such number of Authorized Servers and for such number of Authorized Users as set forth in the Sales Order.

For the sake of clarity, OEM shall not use any technical or other means within or external to the Software to exceed use of the Software as licensed under the applicable Sales Order; for example, by providing access to dashboards, etc., other than to Authorized Users unless the applicable Sales Order expressly permits use by unauthenticated users. If an Authorized Server becomes non-operable, the Software may be installed on a substitute server authorized in writing by Licensor, provided that concurrent use on two or more servers of the same Authorized Server license is not permitted without explicit written authorization from Licensor and the payment of applicable license fees.

2.2.3. **Evaluation Licenses**.

2.2.3.1.   If OEM is downloading the Software for the first time, solely for purposes of considering the purchase of a subscription to the Software, using the Software through the Free Trial section of Licensor's website, or if a Sales Order specifies that an evaluation license is being granted thereunder, Licensor hereby grants to OEM, and OEM accepts, a nonexclusive, non-transferable, non-sub-licensable, limited right to use the Software in machine-readable, object code form, free of charge, for the purpose of evaluating whether to purchase a Software license, subject to the terms herein. OEM may use the Software during the evaluation period for internal

operations, on up to two Authorized Servers, by the Authorized Users specified upon download of the Software. <u>The evaluation period is limited to a maximum of 14 days, unless Licensor has extended such period at its sole discretion or unless a different period is stated in the applicable Sales Order</u>.

2.2.3.2. If OEM is a current subscriber to the Software who has agreed to participate in testing of a pending release of the Software or certain features or functionality of the Software prior to its or their general release, for purposes of identifying issues and providing feedback (a "Beta Test"), Licensor hereby grants to OEM, and OEM accepts, a nonexclusive, non-transferable, non-sub-licensable, limited right to use the Software in machine-readable, object code form, free of charge, for the purpose of participating in the Beta Test, subject to the terms herein. OEM may use the Software during the Beta Test term for internal operations, on up to two Authorized Servers, by the Authorized Users specified upon download of the Software. <u>The Beta Test term is limited to the period communicated by Licensor to OEM in connection with offering OEM the opportunity to participate in the Beta Test, unless Licensor has extended such period at its sole discretion</u>.

2.2.3.3. Documentation or support may be provided at Licensor's sole discretion for evaluation or Beta Test licenses. Each evaluation or Beta Test license shall expire at the end of the evaluation period or Beta Test term. OEM hereby acknowledges that Licensor reserves the right to terminate OEM's evaluation or Beta Test license at any time, with or without notice. Upon expiration or termination of the evaluation or Beta Test license OEM shall immediately cease using the Software and promptly irrevocably erase it and certify to Licensor that OEM has acted accordingly.

Under evaluation and Beta Test licenses, the Software is provided on an "AS IS" basis, without warranty of any kind. SUBJECT TO THE REQUIREMENTS AND LIMITATIONS, IF ANY, OF APPLICABLE LAW, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, SATISFACTION AND MERCHANTABILITY SHALL NOT APPLY. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE IS BORNE BY OEM. OEM'S SOLE RECOURSE IN THE EVENT OF ANY DISSATISFACTION WITH THE SOFTWARE IS TO STOP USING IT. This disclaimer of warranty constitutes an essential part of this Agreement.

2.3. **Rights to Use Trademarks**. OEM is authorized by Licensor to use certain Licensor trademarks set forth in **Schedule 1** to this Agreement ("**Licensor Trademarks**") solely in connection with the marketing, advertisement, and promotion of Bundled Software incorporating the Software. Use of any Licensor Trademark by OEM will be allowed only in accordance with Licensor trademark policies in effect from time to time. OEM agrees to cooperate with Licensor in facilitating Licensor's monitoring and control of the nature and quality of OEM's use of Licensor Trademarks and shall promptly provide Licensor with a copy of all materials in which OEM uses any of the Licensor Trademarks. OEM agrees not to affix any Licensor Trademark to products other than the Bundled Software. Nothing contained in this Agreement shall give OEM any interest in any of Licensor's Trademarks. Further, OEM is authorized to White Label the Software as part of the Bundled Software. "**White Label**" shall mean that OEM is authorized to use the Software without displaying the Licensor Trademarks. If the

Bundled Software is White Labeled, OEM shall state in the documentation and marketing materials that the Bundled Software or such service is "powered by Sisense".

2.4. **Limitations**. Except as expressly provided in this Agreement or the applicable Sales Order, OEM shall not, and shall not permit any third party provided access to the Software by OEM to: (i) attempt to obtain, receive, review, or otherwise use or have access to the source code for the Software (or any part thereof) by decompilation, disassembly or other means except as is required to be permitted under applicable law; (ii) copy, reverse engineer, translate or modify the Software except as is required to be permitted under applicable law; (iii) represent that it possesses any proprietary interest in the Software; (iv) test the Software or use the Software in connection with any benchmark tests, evaluation, or any other tests of which the results are designated or likely to be published in any form or media, or otherwise made available to the public, without Licensor's prior written approval; (v) directly or indirectly, take any action to contest Licensor's Intellectual Property rights evidenced by or embodied in or connected or related to the Software or infringe them in any way; (vi) register, nor to have registered, any trademarks, trade names or symbols of Licensor (or which are similar to Licensor Trademarks); (vii) register any domain name using any of the Licensor Trademarks without Licensor's prior written consent; and (vii) save for the specific purpose contained in Section 2.3, use the name, trademarks, trade-names, and logos of Licensor in any manner whatsoever; (viii) use the Software on any data sources other than the Datasource(s); and (ix) use the Software for the purpose of building a similar or competitive product or in any other manner competing with Licensor.

2.5. **Reserved Rights**. This Agreement shall not be construed or understood as limiting or binding Licensor in any manner whatsoever with respect to the marketing and distribution of its products and services. Without limiting the generality of the foregoing, Licensor is and shall be entitled, in its sole discretion, to market or make available the Software anywhere and to anyone either directly or indirectly. OEM acknowledges that the Software and related documentation are the property of Licensor and the OEM has no rights, express or implied, in the foregoing except those expressly granted by this Agreement, and the Software shall not be used by OEM for any other purpose.

If licenses are to be granted by OEM to the US government, then as defined in FAR section 2.101, any software and documentation provided by Licensor 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."

If licenses are to be granted by OEM to any government, public administration or other body or agency regulated by public law (a "government agency"), then

(i)   for US government agencies, consistent with DFAR section 227.7202 and FAR section 12.212; and

(ii)   for all government agencies, to the extent permitted by applicable public procurement laws and regulations:

any use, modification, reproduction, release, performance, display, or disclosure of the Software 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.

Licensor licenses the Software, including related services, for ultimate use by any government agency solely in accordance with the following: the government agency's technical data and software rights related to the Software and any related services include only those rights

customarily provided by Licensor to private licensees as set out in this Agreement. If any government agency requests or requires rights not granted under these terms, it must negotiate with Licensor to determine if there are acceptable terms for granting such rights, and a mutually acceptable written addendum specifically granting such rights must be included in any applicable contract or agreement.

3. **DISSEMINATION**

3.1. **End Customer Agreement**. OEM shall ensure that each and every End Customer of the Software provided an On-Premise License has executed or is party to an End Customer Agreement prior to End Customer's download and/or use of the Software. The End Customer Agreement will include license terms which are materially the same as the End Customer Agreement terms that are referenced in **Schedule 2** ("**End Customer Agreement Minimum Terms**"), and OEM shall require all End Customers with On-Premise Licenses to adhere to the terms thereof. If Licensor notifies OEM in writing of any changes to the End Customer Agreement Minimum Terms after the Effective Date of this Agreement, then OEM shall use commercially reasonable efforts to reflect those changes in the next update to OEM's End Customer Agreement. The End Customer licenses for the Software shall permit the End Customer's use of the Software only (i) for View and Design OEM's, as part of the Bundled Software, with data access limited to the OEM Software Data, (ii) for Multiple Datasource OEM's, as part of the Bundled Software, with OEM Software Data as well as additional Datasources, in each case limited to the Business Scope. The End Customer Agreement will not provide or suggest that support or maintenance will be provided to End Customers by Licensor or that Licensor makes any representations or warranties to End Customers. OEM shall use commercially reasonable efforts to enforce the provisions of the End Customer Agreement. OEM shall reasonably cooperate with Licensor to enforce the limitations imposed according to this Agreement to the fullest extent possible.

3.2. **Costs of Distribution**. All costs relating to the integration, marketing and distribution of the Bundled Software by OEM shall be borne by OEM.

3.3. **Compliance With Law**. OEM shall be fully responsible to obtain and provide for itself, at its own cost, with any and all licenses, permits, certificates and all other documentation and information required for its business and the exportation and importation of the Software in the Territory and comply with all applicable anti-boycott, export control, sanctions, customs, and shipping laws and regulations. OEM's marketing, advertising and promotion of the Software will not infringe: (i) any applicable laws or regulations and codes of practice, including in relation to advertising, e-commerce, distance selling, commercial communications, data protection and privacy; (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. **MARKETING ACTIVITIES & TRAINING**

4.1. **Marketing Practices**. OEM will (i) conduct business in a manner that reflects favorably at all times on the Software and the good name, goodwill, and reputation of Licensor or the Software; and (ii) make no false or misleading representation with respect to the Software.

4.2. **Marketing Efforts**. Both parties shall make reasonable efforts to support each other's marketing and sales efforts. Licensor may reference OEM's name and use OEM's logo and trademarks as well as indicate that OEM is an OEM of the Software in Licensor's business

development and marketing efforts and materials (both printed and online), including without limitation its website. Further, promptly after execution of this Agreement, the parties shall work together in good faith to issue a press release announcing the relationship created hereunder.

4.3. **Training.** Licensor offers basic training to OEM's Personnel through online interactive training programs established by Licensor from time to time, and such online interactive training programs are included in the subscription to the Software licensed hereunder. Any other training shall be provided at such times and location(s), on such subjects and for such fees as are mutually agreed by the parties on the applicable Sales Order.

5. **ORDER PROCEDURE**

5.1. **Sales Orders**. Licensor shall issue a draft Sales Order to OEM, which represents a quotation of terms for a potential purchase by OEM. OEM's execution of a Sales Order represents OEM's offer to order the products and services listed therein, and Licensor's issuance of the invoice under a Sales Order and/or the activation of the licenses set forth in a Sales Order shall constitute Licensor's acceptance of such offer.

5.2. **Licensor Cancellation**. Licensor reserves the right to cancel or delay delivery or activation of any licenses granted hereunder, if OEM fails to make any payment when due hereunder, or otherwise fails to comply in all material respects with the terms and conditions of this Agreement, and such failure is not remedied within 15 days after notice by Licensor.

5.3. **Delivery Terms**. Delivery of Software shall be by electronic download that will be made available promptly upon OEM's execution of a Sales Order.

6. **PRICES & PAYMENT TERMS**

6.1. **Prices**. The price of each Software license ordered by OEM, and any other fees shall be as specified in the applicable Sales Order.

6.2. **Price Changes**. Except as otherwise expressly provided in the applicable Sales Order, the license fees for each Software license shall automatically be increased from the applicable fees for the last annual period of the expiring Initial or Renewal Term by 5% per annum for each Renewal Term (as defined below) for the same licenses on the same terms as were originally purchased.

6.3. **Taxes.** All sales, use, excise, withholding or value added taxes or customs duties, but excluding income, franchise or other corporate taxes imposed on Licensor, will be borne by OEM. If any such tax or duty has to be withheld or deducted from any payment under this Agreement, OEM will increase payment under this Agreement by such amount as shall ensure that after such withholding or deduction Licensor shall have received an amount equal to the payment otherwise required.

6.4. **Payment**. Unless otherwise specified in the applicable Sales Order, all payments shall be made in US Dollars by wire transfer, ACH or check to Licensor and are due within thirty (30) days of the date the invoice was received by OEM, irrespective of whether the OEM has received payment from its End Customers. Except as expressly provided herein, all payments made hereunder are non-refundable. Failure of OEM to make any payment when due which is not remedied within 15 days after notice by Licensor shall constitute sufficient cause for Licensor to immediately suspend its performance under this Agreement. 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. OEM will independently establish prices and terms for the Bundled Software.

6.5. **OEM Pricing**. OEM shall have sole responsibility for establishing and collecting all fees and charges applicable to End Customers for the license of the Software and/or any services provided by OEM in connection therewith.

7. **SUPPORT SERVICES AND PROFESSIONAL SERVICES**.

7.1. **OEM Support and Maintenance**. OEM shall be solely responsible to provide End Customers with support and maintenance. Subject to OEM's payment in full of the fees under this Agreement, Licensor will provide to OEM the support and maintenance services ("Support Services") in accordance with Licensor's standard support terms available at http://pages.sisense.com/rs/sisense/images/sisense-support-terms.pdf (as amended from time to time, the "Support Terms"). Licensor has no obligation to provide any Support Services to End Customers directly. The Software includes the Remote Support Analysis Module which automatically connects OEM's or End Customer's computer to Licensor's server to verify successful installation of the Software and its Updates and Versions. Through operation of the Remote Support Analysis Module, Licensor obtains: (i) non-personally identifiable information, such as manner, consistency, duration, usage pattern, statistics, memory, bandwidth and other information identifying the ways in which OEM or End Customer uses the Software; (ii) metadata such as logs, how many requests OEM issued, commonly used data sources, size of OEM database, modules used, etc. and (iii) the login id (including email address) for the OEM representative who licensed the Software. In order to further facilitate troubleshooting of support issues, the Remote Support Analysis Module includes a feature to trace activity to specific user logins. The Remote Support Analysis Module (or the activity tracing feature) can be disabled as part of the Software configuration or can be set to scramble potentially sensitive data that might otherwise be collected at OEM's sole control and discretion. If the Remote Support Analysis Module is disabled, OEM acknowledges that Licensor's ability to provide the Support Services may be impaired.

7.2. **Professional Services.** From time to time, OEM and Licensor may agree that Licensor shall provide OEM with Professional Services, the scope, fees and terms of which shall be set forth in a separate Sales Order and subject to Licensor's Professional Services Terms and Conditions in accordance with the terms available at http://www.sisense.com/professional-services-agreement/ as may be amended from time to time. In addition, Licensor may provide remote assistance with the initial implementation of the Software ("Onboarding Services") during an initial period and limited to the number of hours of effort as set forth on the applicable Sales Order.

8. **PROPRIETARY INFORMATION AND NON-DISCLOSURE**

8.1. **Ownership by Licensor**. All Intellectual Property rights evidenced by or embodied in and/or attached/connected/related to the Software or any part and any adaptations or derivatives thereof, the Licensor's Confidential Information and the Licensor Trademarks are and shall be owned solely by Licensor. OEM acknowledges that except as expressly provided hereunder in connection with the distribution of the Software, OEM has not, does not, and shall not acquire or enjoy any rights with respect to the Software and/or any adaptations or derivatives thereof.

8.2. **Ownership by OEM**. All Intellectual Property rights evidenced by or embodied in and/or attached/connected/related to the OEM Software and the Bundled Software (but not including the Software included therein) or any part and any adaptations or derivatives thereof and the OEM Confidential Information are and shall be owned solely by OEM. Licensor

9

acknowledges that except as expressly provided, Licensor has not, does not, and shall not acquire or enjoy any rights with respect to the Bundled Software (but not including the Software included therein) and/or any adaptations or derivatives thereof.

8.3. **Confidential Information.**

8.3.1. Each party agrees that "**Confidential Information**" includes, without limitation, all technical and non-technical information provided by a party ("**Disclosing Party**") to the other party ("**Receiving Party**") that is either: (a) designated as confidential by the Disclosing Party at the time of disclosure; or (b) should reasonably be considered, given the nature of the information or the circumstances surrounding its disclosure, to be confidential. Each party, as a Receiving Party will not: (1) use any Confidential Information except for the sole benefit of the Disclosing Party and only to the extent necessary to perform its obligations under this Agreement; or (2) disclose any Confidential Information of the Disclosing Party to any person or entity, except to the Receiving Party's own employees, consultants and agents who are involved in performing this Agreement, have a need to know, and are subject to non-disclosure obligations with terms no less restrictive than those herein. In the case of OEM, its End Customers shall be obligated to maintain confidentiality of any Licensor Confidential Information shared by OEM with End Customers on terms no less restrictive than those herein.

8.3.2. The duties described in Section 8.3.1 will not apply to any information that: (a) is now or subsequently becomes generally available in the public domain through no fault or breach of this Agreement by 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.

8.3.3. 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 to waive any claim or defense that the Disclosing Party has an 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.

8.3.4. Upon expiration or any termination of this Agreement the Receiving Party will promptly destroy or (if requested) 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 the Receiving Party's security and/or disaster recovery procedures, provided further that any such Confidential Information retained by the Receiving Party shall continue to be protected by the confidentiality obligations of this Agreement.

8.4. **OEM Data.**

8.4.1. All data stored or managed by means of the Software, including the results of data analysis embodied in the Dashboards and any other reports and outputs generated from the Software, is **"OEM Data."** OEM Data will be imported from different source systems that OEM uses (such as SalesForce.com, Oracle, MS SQL etc.) and may need further transformation such as defining of relationships between tables that come from different databases. OEM is required to have legal access to all OEM Data. OEM is required to comply with data protection laws and regulations and with the terms and conditions regarding the different source systems that OEM uses. Under no circumstances will Licensor be liable for any destruction or corruption of or damage to OEM Data or any data that is transferred or used by OEM by means of the Software. Except for express obligations of Licensor as part of the Sisense Cloud, which are applicable only if Sisense Cloud is purchased by OEM, it is explicitly agreed that all OEM Data shall always reside on OEM's or its End Customers' own servers and systems (including but not limited to source systems for OEM Data) and OEM is solely responsible for back up of OEM Data. As between Licensor and OEM, all OEM Data is deemed OEM's property. If OEM purchases Sisense Cloud, the OEM Data that Licensor accesses or processes as part of Sisense Cloud will be handled in accordance with the applicable Sisense Cloud Terms and Conditions.

8.4.2. If and to the extent it is agreed by the parties that OEM will grant Licensor access to OEM Data, Licensor shall employ and maintain commercially reasonable safeguards to protect the security and confidentiality of OEM Data. Those safeguards will include, but will not be limited to, measures for preventing unauthorized access to or disclosure of OEM Data. Licensor will not use or disclose OEM Data except (a) as required to provide Support Services, (b) as required by law, or (c) as OEM expressly permits Licensor in writing. Unless Licensor specifically agrees otherwise, the protection obligation stated in this Section is Licensor's exclusive protective obligation with respect to OEM Data. OEM shall be solely responsible for ensuring that granting Licensor access to OEM Data as set forth in this Section does not violate applicable laws governing the use of OEM Data, including but not limited to the rights of data subjects whose information is included in the OEM Data. If required, OEM shall be responsible for removing or redacting data subject to security restrictions or anonymizing personally identifiable information.

9. **INDEMNIFICATION.**

9.1. **Licensor Indemnification**. Licensor will indemnify, defend and hold OEM harmless against all actions, proceedings, suits, claims or demands that may be brought or instituted against OEM by any third party based on or arising out of allegations that OEM's use of the Software in accordance with the terms of this Agreement infringes any third party Intellectual Property rights ("**Claims**"). Licensor's foregoing defense and indemnity obligation shall not extend to claims based on (i) unauthorized modification or use of the Software made by OEM or any third party other than by or with the approval of Licensor; (ii) the combination of the Software with items not supplied by Licensor or approved by Licensor for use with the Software in the Documentation to the extent such claim would not have arisen but for the combination; (iii) open source software components; or (iv) OEM's or End Customer's use of any release of the Software other than the latest Version of the Software that has been commercially available for at least six (6) months prior to the date of assertion of such claim. As a condition to Licensor's indemnity obligation OEM shall give Licensor prompt notice of any Claim, grant

Licensor sole control of the defense and/or settlement of any Claim (provided that Licensor shall not enter into any settlement that admits liability on behalf of OEM or imposes any obligations on OEM other than cessation of use of the allegedly infringing item or payment of amounts indemnified hereunder) and provide reasonable assistance as requested by Licensor. If the Software or part thereof becomes, or in Licensor's opinion may become, subject to a Claim or OEM's use thereof may be otherwise enjoined, Licensor may, at its option, either: (a) procure for OEM the right to continue using the Software; (b) replace or modify the Software, so that it is non-infringing; or (c) if neither of the foregoing alternatives is reasonably practical, terminate this Agreement and refund any sums prepaid for the unexpired Term, if any, upon the return or destruction (and certification of destruction) of the Software. This Section 9.1 states Licensor's entire liability and OEM's exclusive remedy for infringement.

9.2. **OEM Indemnification.** OEM will indemnify and hold Licensor harmless against all actions, proceedings, suits, claims or demands that may be brought or instituted against Licensor by any third party based on or arising out of any of the following: (i) any representation made or warranty given by OEM with respect to the Software and/or the Bundled Software; (ii) the failure of OEM to provide support to the End Customer for the Bundled Software; and (iii) any claim arising due to the OEM's negligence or willful misconduct in the performance of its duties and obligations under this Agreement or with respect to any End Customers or Authorized Users. As a condition to OEM's indemnity obligation Licensor shall give OEM prompt notice of any such claim, grant OEM sole control of the defense and/or settlement of any such claim (provided that OEM shall not enter into any settlement that admits liability on behalf of Licensor or imposes any obligations on Licensor other than payment of amounts indemnified hereunder) and provide reasonable assistance as requested by OEM.

10. **LIMITED WARRANTY.**

Licensor Warranty

10.1. During a warranty period commencing upon the date of first download of the Software by OEM and continuing for three (3) months thereafter, Licensor warrants for OEM's benefit alone that the Software, if operated as directed in the Documentation, shall operate substantially in accordance with the functional specifications in the Documentation. Licensor does not warrant that OEM's use of the Software will be uninterrupted or that the operation of the Software will be error-free or secure or that it will be compatible with all of OEM's or End Customers' equipment or software configurations, or that the Software is designed to meet all of OEM's or End Customers' business requirements. Licensor's sole liability and OEM's exclusive remedy for any breach of this warranty shall be that Licensor shall use commercially reasonable efforts to remedy any failure of the Software to materially conform to its Documentation in accordance with the terms of the Support Services, provided that (i) OEM is current in its payment obligations under this Agreement, (ii) OEM is not otherwise in material breach of this Agreement, and (iii) OEM notifies Licensor in writing of the claimed failure promptly upon discovery and within the warranty period, with a specific description of the Software's nonconformance sufficient to allow Licensor to replicate such nonconformance. Should Licensor be unable to remedy such failure within a reasonable time after notice has been provided, OEM shall be entitled to terminate this Agreement and to receive a refund of license fees paid hereunder for the then current annual period of the Term of the license granted hereunder for such Software. For the sake of clarity, OEM shall be entitled to Support Services as described in Section 7.1 throughout the Term of this Agreement.

10.2. Licensor hereby excludes any obligation or liability under this Section 10 (except to the extent that Licensor at its discretion decides to assume such obligation or liability) if: (i) the Software has been altered, modified, or serviced other than by or with the approval of Licensor; or (ii) the Software has been improperly installed or used in a manner other than as specified in the Documentation.

10.3. EXCEPT FOR THE EXPRESS WARRANTIES INCLUDED IN THIS AGREEMENT, LICENSOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE SOFTWARE AND/OR SERVICES. LICENSOR DISCLAIMS AND EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO LICENSOR 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 LICENSOR.

OEM Obligation.

10.4. OEM shall not make any representations or warranties as to the performance of the Software, support or other services on behalf of Licensor or otherwise make commitments on behalf of Licensor that are inconsistent with the representations and warranties made by Licensor or that are not approved by Licensor.

11. **LIMITATION OF LIABILITY**. EXCEPT IN CASE OF WILLFUL MISCONDUCT, BREACH OF THE LICENSE SCOPE UNDER SECTION 2.2 HEREOF AND/OR THE INFRINGEMENT INDEMNIFICATIONS UNDER SECTION 9 HEREOF, IN NO EVENT SHALL EITHER PARTY'S TOTAL MONETARY OBLIGATION AND LIABILITY TO THE OTHER PARTY OR ANY OTHER PARTY UNDER THIS AGREEMENT EXCEED THE PAYMENTS MADE BY OEM TO LICENSOR FOR THE SOFTWARE AND/OR SERVICES THAT GAVE RISE TO THE ACTION OR CLAIM DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT, AND IF NO SUCH SOFTWARE OR SERVICES ARE SO APPLICABLE THEN THE MAXIMUM LIABILITY FOR EITHER PARTY SHALL NOT EXCEED THE AMOUNT OF LICENSE FEES PAID BY OEM TO LICENSOR HEREUNDER DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT.

SUBJECT TO THE REQUIREMENTS AND LIMITATIONS, IF ANY, OF APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY, THE END CUSTOMERS, OR TO ANY THIRD PARTIES FOR INDIRECT, SPECIAL, CONSEQUENTIAL, COLLATERAL OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGE OR INJURY TO BUSINESS EARNINGS, LOST PROFITS, DATA OR GOODWILL SUFFERED BY ANY PERSON ARISING FROM AND/OR RELATED TO THIS AGREEMENT OR RELATED AND/OR CONNECTED TO ANY USE OF THE SOFTWARE, EVEN IF THE PUTATIVELY LIABLE PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. **TERM AND TERMINATION OF AGREEMENT**

12.1. **Term.** The term of this Agreement shall commence on the Effective Date and continue until no Sales Orders remain in effect hereunder unless otherwise terminated as stated below. The license term granted 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 license shall continue in force for one (1) year from the date of such Sales Order ("**Initial Term**"). To avoid unintended service interruptions, at the end of the Initial Term, and at the end of each Renewal Term thereafter, the license term granted under each Sales Order shall automatically renew for an additional one (1) year term (each, a "**Renewal Term**"), unless either party shall provide written notice to the other party, not less than sixty (60) days prior to such date of expiration, of its election not to renew such license term. The Initial Term and each Renewal Term are collectively referred to as the "**Term**".

12.2. **Termination**. This Agreement may be terminated as follows: (i) by either party, at any time prior to the expiration of the then-current Term if the other party has committed a material breach of any of its obligations hereunder that has not been cured within thirty (30) days after receipt of written notice; or (ii) by either party, by providing notice of nonrenewal the Agreement as set forth in Section 12.1 above.

12.3. **Automatic Termination**. This Agreement terminates automatically, with no further action by either party, if: (i) a receiver, manager, administrator, administrative receiver or similar figure under the law of any jurisdiction is appointed for either party or its property; (ii) either party proposes or is subject to a general assignment for the benefit of or compromise or arrangement with its creditors or any class of its creditors; (iii) any proceedings are commenced by, for, or against either party under any bankruptcy, insolvency, or debtor's relief law for the purpose of seeking a moratorium, rescheduling or reorganization of such party's debts, and such proceeding is not dismissed within sixty (60) calendar days of its commencement; (iv) either party is liquidated, wound up or dissolved; or (v) OEM breaches any obligation related to Licensor's Intellectual Property rights which has not been cured within fourteen (14) days from written notice pertaining to such breach (or if incapable of being cured then immediately upon such written notice being given).

12.4. **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 Force Majeure. If the period for which a party's performance is delayed, hindered or prevented by an Event of Force Majeure continues for more than thirty (30) days, then either party may terminate the Agreement immediately by written notice to the other party and such termination shall not be deemed a termination due to breach. In the event of any termination as a result of this paragraph, OEM's obligation to irrevocably erase the Software shall remain in effect.

12.5. **Consequences**. Upon termination of this Agreement OEM shall discontinue immediately all further promotion, and marketing of the Software and use of the Software within the Bundled Software shall be discontinued except as expressly provided in this Section. So long as termination of this Agreement was not due to a breach by OEM or to OEM being subject to any of the matters set out in Section 12.3, and provided that OEM has paid and continues to pay when due, the license and other fees associated with any such licenses, the licenses granted hereunder shall continue in effect for any End Customer that has a license in effect as of the termination date to use the Bundled Software, until the earlier of (i) the end of the then current End Customer Term (i.e., not including any renewal of OEM's agreement with such End Customer) or (ii) 12 months from the termination of this Agreement. Licensor's obligation to provide OEM the Support Services shall continue in full force and effect for any such End Customer Terms, subject to payment by OEM of any applicable additional Support Services fees. Without limiting the generality of the foregoing, within fifteen (15) days after termination of this Agreement and all licenses described in this Section, OEM shall irrevocably erase the Software and the Documentation and all copies and portions thereof, and shall provide written certification to Licensor that such destruction has been completed.

13. **GENERAL PROVISIONS**

13.1. **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 to: (i) one or more of its then consolidated affiliates; or (ii) an acquirer of all or substantially all of

its business or assets; and to the extent of any such assignment, the relevant references in this Agreement to the assigning party shall apply to such affiliate or acquirer, as the case may be, provided that such affiliate or acquirer assumes all of the obligations hereunder in writing and, in the case of an assignment by OEM, such assignment or acquisition shall not expand the scope of the license as set forth on the applicable Sales Order nor shall the Software be permitted to be used by any business operations other than as specified on the applicable Sales Order and as were using the Software immediately prior to such assignment or acquisition.

13.2. **Notices**. All notices and demands hereunder shall be in writing and shall be delivered to the address of the receiving party set forth in this Agreement (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 or registered 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.

Licensor: email: sisense.legal@sisense.com

OEM: the address and contact information listed in the applicable Sales Order

13.3. **Governing Law**. 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 State of New York, United States of America, without regard to the conflict of laws principles thereof. The parties hereby expressly submit to the exclusive jurisdiction of the federal and state courts located in the City, County and State of New York 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. Licensor, in its sole discretion, 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.

13.4. **Relationship of the Parties**. In performing their respective services hereunder, OEM and Licensor shall operate as and have the status of independent contractors and shall not act as or be a partner, joint venturer, agent or employee 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. **Survival**. Notwithstanding any termination of this Agreement, Sections 1 (Definitions), 2.4 (Limitations), 2.5 (Reserved Rights), 8 (Proprietary Information and Non Disclosure), 9 (Indemnification), 10.2 and 10.3 (Limited Warranty), 11 (Limitation of Liability), 12.5 (Consequences), 13.2 (Notices), and 13.3 (Governing Law), shall survive and continue to be in effect in accordance with their terms.

13.6. **Headings**. The titles and headings of the various sections and paragraphs in this Agreement are intended solely for reference and are not intended for any other purpose whatsoever or to explain, modify, or place any construction on any of the provisions of this Agreement.

13.7. **All Amendments in Writing**. The terms and conditions of this Agreement shall apply to all Sales Orders except that in the event of a conflict between the terms of a Sales Order and the terms of this Agreement, the terms of the Sales Order shall prevail with respect to that Sales

Order only, unless the provision on the Sales Order expressly amends the terms of this Agreement. Except for the foregoing, no provisions in OEM's purchase orders, or in any other business forms employed by either party will supersede the terms and conditions of this Agreement, and no supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by an Authorized Representative of each party to this Agreement.

13.8. **Waiver.** Neither a delay nor a failure of either party to enforce any of the provisions of this Agreement shall be interpreted or construed to be a waiver of that party to enforce the same or any other provision hereof.

13.9. **Severability**. In the event that any provision of this Agreement is determined for any reason to be invalid or unenforceable as written, such provision shall be deemed inoperative only to the extent that it violates or conflicts with law or public policy, and such provision shall be deemed modified to the extent necessary to conform to such law or policy. All other provisions of this Agreement remain in full force and effect.

13.10. **Entire Agreement**. The parties have read this Agreement and agree to be bound by its terms, and further agree that it constitutes the complete and entire agreement of the parties and supersedes all previous communications, oral or written, between them relating to the license and to the subject matter hereof. No representations or statements of any kind made by either party that are not expressly stated herein shall be binding on such party.

13.11. **Audits**. At Licensor's discretion and upon reasonable advance notice, and no more than once per calendar year, Licensor reserves the right to conduct periodic reviews and audits to verify compliance with the terms of this Agreement.

13.12. **Authorized Representatives**. The Parties authorized representatives shall be:

For Licensor: CEO, COO or CFO

For OEM: The person who issued and signed the Sales Order or OEM's CEO

OEM ACKNOWLEDGES THAT IT HAS READ AND UNDERSTOOD THIS LICENSE AGREEMENT AND AGREES TO BE BOUND BY ALL OF THE TERMS.

Schedules to OEM Agreement

Schedule 1 – Licensor's Trademarks

Schedule 2 – End Customer Agreement Minimum Terms

Schedule 1

If Bundled Software is marked with Sisense's Trademarks:

Schedule 2

End Customer Agreement Minimum Terms

OEM may distribute the Software to its End Customers for On-Premise installation pursuant to OEM's own End Customer Agreement, provided that the End Customer Agreement is consistent with, and includes terms that are substantially consistent with, the following:

(i)   Only a non-exclusive, non-sublicensable, non-transferable, limited license is granted to the End Customer to use the Software, in machine-readable, object code form only, for End Customer's internal use only by the permitted number of Authorized Users and on the Authorized Servers, and in accordance with the license scope and terms set forth in End Customer Agreement.

(ii)   No ownership of, or title to the Intellectual Property in, the Software is transferred to the End Customer. Licensor or its licensors owns and shall retain all rights, including Intellectual Property rights, in and to the Software;

(iii)   The End Customer must not reverse compile, reverse engineer, or disassemble any portion of the Software (except as is required to be permitted by applicable law);

(iv)   The End Customer must not derive, or attempt to derive, the source code of the Software;

(v)   The End Customer must not modify or create adaptations or derivative works of the Software;

(vi)   The End Customer must not remove, alter or obscure any proprietary notice or identification, including copyright or trademark notices, contained in or on the Software;

(vii)   Suitable warranty disclaimers, including conspicuous disclaimers of warranties of merchantability, satisfactory quality and fitness for particular purpose, and a statement that Licensor and its licensors do not grant any warranty and shall not have any direct or indirect liability to the End Customer; and

(viii) Requires the End Customer, at the termination of its license to use the Bundled Software to discontinue use and irrevocably erase to OEM the Software, Documentation and all archival or other copies of the Software.