



## CUSTOMER AGREEMENT

This Customer Agreement (“**Agreement**”) is between Sisense (as defined below) and the “Customer” referenced in the applicable Sales Order (as defined herein) and is effective upon commencement of the Subscription Period as specified in the Sales Order. If the Software (as defined herein) has been downloaded for evaluation, the party that submitted the free trial request is “Customer” for purposes of this Agreement and the evaluation license granted hereunder is effective upon Customer’s download or use of the Product (as defined below). **CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTOOD THIS AGREEMENT AND AGREES TO BE BOUND BY ALL OF ITS TERMS.** For the sake of clarity, this Agreement shall not apply to customers who have purchased the Product through, and signed an agreement with, a reseller authorized by Sisense to resell the Product, so long as such agreement complies substantially with this Agreement. In such cases, Customer is granted its rights to the Product by and through the reseller and not directly by Sisense.

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. “**Admin(s)**” means the Authorized User(s) who have authorization and access for server, user and data management.
  - 1.2. “**Authorized Servers/Cores**” means the number of Customer’s or, if applicable, Customer’s end customers’, servers or Cores on which the Software may be installed as specified in the applicable Sales Order. Each Authorized Server shall be restricted to a specific number of Rows or Cores as specified on the applicable Sales Order. Authorized Cores may be deployed on any number of servers provided that the total number of Cores operating concurrently at any time shall not exceed the number of Cores specified on the applicable Sales Order.
  - 1.3. “**Authorized Users**” means individual users granted access to use the Product on a named basis. 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. The number of Authorized Users, consisting of Admins, Designers and Viewers as defined herein, granted access to the Product is specified on the applicable Sales Order. To the extent Customer is entitled hereunder to use more than one Product, unless otherwise expressly provided on the applicable Sales Order, all Authorized Users granted to Customer shall be authorized to use all such Products.
  - 1.4. “**Core**” means a collection of one or more processor threads and a set of shared execution resources. A processor thread is the architectural state within a processor that tracks execution of a software program thread/task. Hyperthreading and other technologies that materially expand the processing capacity of a Core may not be used in connection with any Core-based subscription granted under this Agreement.
  - 1.5. “**Dashboards**” means the graphic representation of Customer Data as designed and created by Designers and/or Admins using the Product in accordance with this Agreement.
  - 1.6. “**Designer(s)**” means the Authorized User(s) that are authorized to create, edit and share data models and Dashboards.
  - 1.7. “**Documentation**” means the standard documentation and user manuals available at <https://documentation.sisense.com/> or as otherwise specified in the applicable Product Addendum.

- 1.8. **"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.
- 1.9. **"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.
- 1.10. **"Product"** shall mean the Software and/or cloud services provided by Sisense to Customer pursuant to a Sales Order under this Agreement.
- 1.11. **"Product Addendum"** shall mean an addendum to this Agreement specifying additional terms applicable to the Product(s) specified in a Sales Order.
- 1.12. **"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.
- 1.13. **"Row"** means a single record in a table of a Sisense data model. For purposes of the scope of a subscription, 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.
- 1.14. **"Sales Order"** means those certain documents executed by Customer and accepted by Sisense from time to time detailing, among other things, the Product(s), Term, amounts due, and additional contract terms and conditions.
- 1.15. **"Sisense"** means Sisense Ltd. or the affiliate thereof that issues the applicable Sales Order.
- 1.16. **"Software"** means Sisense's proprietary software in object code format provided by Sisense to Customer pursuant to a Sales Order under this Agreement, and shall include the Documentation and all new releases of the Software which are generally available.
- 1.17. **"Viewer(s)"** means the Authorized User(s) that are authorized to view and filter the Dashboards that Designers share with them via a standard web browser. An unlimited Viewer subscription allows unlimited Viewers to access the Product. Although there is no legal limit to the number of Viewers, if the applicable Sales Order includes an unlimited Viewer subscription, the technical capacity of the installation of the Product may limit the number of Viewers that may actually access the Product.

## **2. EVALUATION SUBSCRIPTIONS**

- 2.1. If Customer is downloading or accessing the Product for the first time, 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, 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.

- 2.2. 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), Sisense hereby grants to Customer, and Customer accepts, a nonexclusive, non-transferable, non-sub-licensable, revocable, limited right to use the Product, free of charge, for the purpose of participating in the Beta Test, subject to the terms hereof. The Beta Test term is limited to the period communicated by Sisense to Customer, unless such period is extended at Sisense's sole discretion.
- 2.3. Under evaluation and Beta Test subscriptions, the Product is provided on an "AS IS" basis, without warranty of any kind.

### **3. LIMITATIONS**

Except as expressly provided in this Agreement, a Product Addendum, or the applicable Sales Order, Customer shall not, and shall not permit any third party to: (i) attempt to obtain, receive, review, or otherwise use or have access to the source code for the Product (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 Product except as is required to be permitted under applicable law; (iii) sublicense, transfer, rent or lease the Software or use it as part of a service bureau to provide services or access to the Software or as a module for other software; (iv) represent that it possesses any proprietary interest in the Product; (v) test the Product or use the Product 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 Sisense's prior written approval; (vi) directly or indirectly, take any action to contest Sisense's Intellectual Property rights evidenced by or embodied in or connected or related to the Product or infringe them in any way; (vii) register, nor have registered, any trademarks, trade names or symbols of Sisense ("**Sisense Trademarks**") (or which are similar to Sisense Trademarks); (viii) register any domain name using any of the Sisense Trademarks without Sisense's prior written consent; and (ix) save as expressly provided in a Product Addendum, use the name, trademarks, trade-names, and logos of Sisense in any manner whatsoever; (x) use the Product for the purpose of building a similar or competitive product or in any other manner competing with Sisense; or (xi) use the Product in order to engage, directly or indirectly, in development of any product which is or may constitute a derivative work of the Product or may infringe upon Sisense's Intellectual Property rights; (xii) use any technical or other means within or external to the Product to exceed the scope of the Product subscription provided under the applicable Sales Order (for example, by providing Dashboard access to users who are not Authorized Users, unless expressly permitted to do so under the applicable Sales Order).

If an Authorized Server becomes non-operable, the Software may be installed on a substitute server authorized in writing by Sisense, provided that concurrent use of the same Authorized Server subscription on two or more servers is not permitted without explicit written authorization from Sisense and the payment of applicable fees.

### **4. MARKETING ACTIVITIES**

Sisense may use Customer's name, logo, and trademarks and refer to its relationship with Customer in its business development and marketing efforts. At Sisense's request, the parties shall work together in good faith to issue a press release announcing the relationship created hereunder.

## **5. ORDER PROCEDURE**

- 5.1. **Sales Orders.** Customer's execution of a Sales Order 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.
- 5.2. **Delivery Terms.** Sisense shall effect delivery of the Product by making electronic download or web access, as applicable, available to Customer promptly after Customer's execution of a Sales Order.

## **6. PRICES & PAYMENT TERMS**

- 6.1. **Prices.** The price of each Product subscription ordered by Customer and any other applicable fees shall be specified in the applicable Sales Order.
- 6.2. **Price Changes.** Except as otherwise expressly provided in the applicable Sales Order, 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 Initial Term (as defined herein) and each Renewal Term (as defined herein).
- 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 Sisense shall not be decreased in any manner by such withholding amount. If Sisense has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Sisense with a valid tax exemption certificate authorized by the appropriate taxing authority.
- 6.4. **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 the invoice was received by Customer. Except as expressly provided herein, all payments made hereunder are non-refundable. Failure of Customer to make any payment when due which is not remedied within 15 days after notice by Sisense shall constitute sufficient cause for Sisense 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.

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

- 7.1. **Support Services.** Sisense will provide support and maintenance services ("**Support Services**") to Customer in accordance with the support terms referenced in the applicable Product Addendum ("**Support Terms**").
- 7.2. **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/> (as may be amended from time to time).

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

- 8.1. **Ownership by Sisense.** All Intellectual Property rights evidenced by or embodied in and/or attached, connected, or related to the Product or any part and any adaptations or derivatives

thereof, Sisense's Confidential Information and the Sisense Trademarks are and shall be owned solely by Sisense. Customer acknowledges that except as expressly provided hereunder, Customer has no rights with respect to the Product nor any adaptations or derivatives thereof. 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 otherwise modifying Sisense's products and/or services.

- 8.2. **Customer Data.** All of the data uploaded to the Product by Customer or provided to Sisense by Customer in connection with its use of the Product, including the results of data analysis embodied in the Dashboards and any other reports and outputs generated from the Product, is "**Customer Data**." Customer is required to have legal rights to all Customer Data and to comply with data protection laws and regulations that apply to the Customer Data and with the terms and conditions regarding the different systems and applications that Customer connects to the Product. As between Sisense and Customer, all Customer Data is deemed Customer's property.
- 8.3. **Data Processing Addendum.** Sisense's processing of Customer Data shall be subject to the Data Processing Addendum attached hereto as **Schedule 1**.
- 8.4. **Product Data.** Sisense may collect and use Product Data (as defined below) to operate, support and improve the Product, 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. "**Product Data**" means system information and information about Customer's use of the Product.
- 8.5. **Cloud-Based Features.** Customer acknowledges that the Product incorporates cloud-based features for enabling remote support, performing AI-driven analytics, and operating various features of the Product ("**Cloud-Based Features**"). Cloud-Based Features may store Customer Data on cloud servers operated by Sisense or its third-party service providers. If Customer self-hosts the Software and disables the Cloud-Based Features, Sisense will not collect Customer Data or Product Data from the Cloud-Based Features and Customer will not be able to utilize the functionality of the Cloud-Based Features.
- 8.6. **Confidential Information.**
  - 8.6.1. 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. 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.
  - 8.6.2. The duties described in Section 8.6.1 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.

- 8.6.3. 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.
- 8.6.4. 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. INDEMNIFICATION**

Sisense will indemnify, defend and hold Customer harmless against all actions, proceedings, suits, claims or demands that may be brought or instituted against Customer by any third party based on or arising out of allegations that Customer's use of the Product in accordance with the terms of this Agreement infringes any third party Intellectual Property rights ("**Claims**"). Sisense's foregoing obligation shall not extend to claims based on (i) unauthorized modification or use of the Product made by Customer or any third party; (ii) 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; (iii) open source software components; or (iv) use of any release of the Product other than the latest version of the Product that has been commercially available for at least six (6) months prior to the date of assertion of such claim. As a condition to Sisense's indemnity obligation 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 Customer or imposes any obligations on Customer other than cessation of use of the allegedly infringing item or payment of amounts indemnified hereunder without the prior written consent of Customer) and provide reasonable assistance as requested by Sisense at Sisense's sole expense. If the Product or part thereof becomes, or in Sisense's opinion may become, subject to a Claim or Customer's use thereof may be otherwise enjoined, Sisense may, at its option, either: (a) procure for Customer the right to continue using the Product; (b) replace or modify the Product, so that it is non-infringing; or (c) if neither of the foregoing alternatives is reasonably practical, terminate this Agreement and refund any 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 9 states Sisense's entire liability and Customer's exclusive remedy for infringement.

## **10. LIMITED WARRANTY**

### **Sisense Warranty**

- 10.1. Sisense warrants for Customer's benefit alone that the Product, if operated as directed in the Documentation, shall operate substantially in accordance with the functional specifications in the Documentation. 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 users' equipment or software configurations, or that the Product is designed to meet all of Customer's business requirements. Sisense shall use commercially reasonable efforts to remedy any failure of the Product to materially conform to its Documentation in accordance with the Support Terms, provided that (i) Customer is current in its payment obligations under this Agreement, (ii) Customer is not otherwise in material breach of this Agreement, and (iii) Customer notifies Sisense in writing of the claimed failure promptly upon discovery, with a specific description of the Product's nonconformance sufficient to allow Sisense to replicate such nonconformance. Should Sisense be unable to remedy such failure within a reasonable time after notice has been provided, Customer shall be entitled to terminate this Agreement and to receive a refund of subscription fees prepaid hereunder for the unexpired Term of the Product subscription granted hereunder for such Product. This Section 10 states Sisense's entire obligation and liability and Customer's sole remedy with respect to breach of warranty under this Agreement.
- 10.2. Sisense hereby excludes any obligation or liability under this Section 10 if: (i) the Product has been altered, modified, or serviced other than by or with the approval of Sisense; or (ii) the Product 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, SISENSE MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE PRODUCT, SUPPORT SERVICES 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. 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.

**11. LIMITATION OF LIABILITY.** EXCEPT IN CASE OF WILLFUL MISCONDUCT, BREACH OF THE SUBSCRIPTION SCOPE SET FORTH IN A SALES ORDER 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 CUSTOMER TO SISENSE FOR THE PRODUCT, SUPPORT SERVICES OR PROFESSIONAL SERVICES THAT GAVE RISE TO THE ACTION OR CLAIM DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT, AND IF NO SUCH PRODUCT, SUPPORT SERVICES OR PROFESSIONAL SERVICES ARE SO APPLICABLE THEN THE MAXIMUM LIABILITY FOR EITHER PARTY SHALL NOT EXCEED THE AMOUNT OF SUBSCRIPTION FEES PAID BY CUSTOMER TO SISENSE HEREUNDER DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY, 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 PRODUCT, EVEN IF THE PUTATIVELY LIABLE PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Nothing in this Agreement shall exclude or limit the liability of either party for any matter for which liability may not be so excluded or limited under applicable law.

## **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 subscription 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 subscription 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 subscription term granted under each Sales Order shall automatically renew for an additional one (1) year term (each, a “**Renewal Term**”). The Initial Term and each Renewal Term are collectively referred to as the “**Term**”.
- 12.2. **Termination.** Either party may terminate this Agreement: (i) 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; or (ii) by providing written notice of nonrenewal the Agreement to the other party, not less than sixty (60) days prior the expiration of the then-current Term.
- 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) Customer fails to cure a breach of any obligation related to Sisense’s Intellectual Property rights within fourteen (14) days from written notice (or immediately upon such written notice being given, if such breach is incapable of being cured).
- 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 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 (such an event or circumstance, an “**Event of Force Majeure**”). If a party’s performance is delayed, hindered or prevented by an Event of Force Majeure for more than thirty (30) days, either party may terminate the Agreement immediately by written notice. In the event of any termination as a result of this paragraph, Customer’s obligation to irrevocably erase the Software and Documentation as set forth in Section 12.5 shall remain in effect.
- 12.5. **Post-termination.** In the event that this Agreement is terminated for Customer’s breach, then, except as otherwise provided in a Product Addendum, all outstanding Sales Orders shall be terminated immediately. 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.

### **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 in whole only to: (i) its affiliates; or (ii) 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.
- 13.2. **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.
- Sisense:** the address listed in the applicable Sales Order or by email to [sisense.legal@sisense.com](mailto:sisense.legal@sisense.com)
- Customer:** the address and contact information listed in the applicable Sales Order
- 13.3. **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.
- 13.4. **Survival.** Notwithstanding any termination of this Agreement, Sections 1 (Definitions), 3 (Limitations), 8 (Proprietary Information and Non-Disclosure), 9 (Indemnification), 10 (Limited Warranty), 11 (Limitation of Liability), 12.5 (Post-termination), 13.2 (Notices), and 13.10 (Sisense Entities; Governing Law), shall survive and continue to be in effect in accordance with their terms.
- 13.5. **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 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 Customer'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.
- 13.6. **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.
- 13.7. **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.

- 13.8. **Entire Agreement.** The parties agree that this Agreement, including any Sales Order and all schedules, Product Addenda, and terms incorporated by reference herein, constitutes the complete and entire agreement of the parties and supersedes all previous communications, oral or written, between them relating to the Product subscription 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.
- 13.9. **Audits.** 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.
- 13.10. **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 (“**Law Jurisdiction**”) 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 (“**Courts Jurisdiction**”) 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)	Law Jurisdiction	Courts Jurisdiction
Sisense Ltd, Sisense, Inc., Sisense SF, Inc.	New York	City, County and State of New York
Sisense UK Limited	England and Wales	England
Sisense Japan K.K.	Japan	Tokyo District Court
Sisense Australia Pty Ltd	Victoria, Australia	Victoria, Australia

Sisense, 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.

- 13.11. **Additional Terms for Australia.** If Sisense Australia Pty Ltd is party to this Agreement, the following definitions and the below Section 10.4 are added to this Agreement:

"**Australian Consumer Law**" means schedule 2 of the *Competition and Consumer Act 2010* (Cth) and any equivalent state or territory legislation.

"**Consumer Guarantee**" means a right or guarantee the Customer may have under the Australian Consumer Law or other rights in relation to the supply of goods or services (such as terms implied into a contract) that cannot lawfully be excluded.

**Consumer Guarantees.**

- 10.4. Customer acknowledges that the goods and services provided under this Agreement are not of a kind ordinarily acquired for personal, domestic or household use or consumption. In addition, to the extent purchases of goods or services hereunder exceed the value specified in the Australian Consumer Law as the upper limit specified

in Sections 3(1) or Section 3(3) of such law, the provisions set forth in this Section relating to Consumer Guarantees will not apply.

- 10.4.1. Subject to Section 10.4.2, Sisense's liability in respect of any breach of or failure to comply with any Consumer Guarantee is limited to the following: (i) in the case of goods, to: (a) the replacement of the goods or the supply of equivalent goods; (b) the repair of the goods; (c) the payment of the cost of replacing the goods or of acquiring equivalent goods; or (d) the payment of the cost of having the goods acquired; and (ii) in the case of services, to (i) the supplying of the services again; or (ii) the payment of the cost of having the services supplied again.
- 10.4.2. The liability of Sisense in respect of a breach of or a failure to comply with a Consumer Guarantee will not be limited in the way set out in this Section 10.4. if (i) the goods or services supplied are goods or services 'of a kind ordinarily acquired for personal, domestic or household use or consumption', as that expression is used in section 64A of the Australian Consumer Law; (ii) It is not 'fair or reasonable' for Sisense to rely on such limitation in accordance with section 64A(3) of the Australian Consumer Law; or (iii) the relevant Consumer Guarantee is a guarantee pursuant to sections 51, 52 or 53 of the Australian Consumer Law.
- 10.4.3. Customer agrees that, to the extent it is permitted under the applicable Product Addendum to use the Product as part of a Bundled Product (as defined in such Product Addendum), such use represents purchase of the Product provided hereunder for purposes of resupply.

13.12. **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 (a "**government agency**"), 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.

13.13. **Export Control.** Notwithstanding anything to the contrary in this Agreement, Customer and its Authorized Users may not provide to any person or export or re-export or allow the export or re-export of the Product or any Software or anything related thereto or any direct product thereof (collectively "Controlled Subject Matter"), in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. Without limiting the foregoing, Customer and its Authorized Users acknowledge and agree that the Controlled Subject Matter will not be used or transferred or otherwise exported or re-exported to countries as to which the United States 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"). The lists of Embargoed Countries and Designated

Nationals are subject to change without notice. Use of the Controlled Subject Matter is a representation and warranty that the user is not located in, under the control of, or a national or resident of an Embargoed Country or a Designated National. The Controlled Subject Matter may use or include encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations.

**Schedule 1**  
**DATA PROCESSING ADDENDUM**

The purpose of this Data Processing Addendum (“**DPA**”) is to set out each party's obligations relating to the personal data processed by the parties for the provision of certain services set forth in a Sales Order(a) and/or Statement of Work and the Agreement.

**1. DEFINITIONS**

- 1.1. “**Appropriate Safeguards**” means such legally enforceable mechanism(s) for transfers of Personal Data as may be permitted under Data Protection Laws from time to time;
- 1.2. “**Controller**” means the entity which determines the purposes and means of the Processing of Personal Data;
- 1.3. “**Data Subject Request**” means a request made by a Data Subject (as defined under the GDPR) to exercise any rights of Data Subjects under Data Protection Laws;
- 1.4. “**Data Protection Laws**” means Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (“**GDPR**”) and implementing legislation of European Union member states made pursuant thereto; the California Consumer Privacy Act of 2018, California Civil Code § 1798.100 et seq. (“**California Consumer Privacy Act**” or “**CCPA**”) and any regulations issued pursuant thereto; and the UK Data Protection Act 2018;
- 1.5. “**Personal Data**” means any information relating to: (i) an identified or identifiable natural person and, (ii) an identified or identifiable legal entity (where such information is protected similarly as personal data or personally identifiable information under applicable Data Protection Laws);
- 1.6. “**Personal Data Breach**” means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, any Protected Data;
- 1.7. “**Processor**” means the entity which processes Personal Data on behalf of the Controller;
- 1.8. “**processing**” means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction (and related terms such as process have corresponding meanings);
- 1.9. “**Protected Data**” means Personal Data in Customer Data uploaded to the Services or otherwise provided to Sisense by the Customer pursuant to the Agreement;
- 1.10. “**Services**” means the cloud services provided by Sisense as part of the Product, Support Services, and Professional Services provided to Customer by Sisense pursuant to the Agreement;
- 1.11. “**Sub-Processor**” means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
- 1.12. “**Supervisory Authority**” means any duly authorized government authority responsible for administering Data Protection Laws;

## **2. DATA PROCESSING ROLES, OBLIGATIONS, AND INSTRUCTIONS**

2.1. The parties agree that, for the Protected Data, Customer shall be the Controller and Sisense shall be the Processor.

2.2. Insofar as Sisense processes Protected Data, Sisense shall (and shall ensure each person acting under its authority shall):

- (a) process the Protected Data in compliance with its obligations as a Processor under GDPR;
- (b) process the Protected Data for the following purposes: (i) processing in accordance with and for the Term of the Agreement; (ii) processing initiated by Authorized Users in their use of the Services; and (iii) processing to comply with other documented reasonable instructions provided by Customer (e.g., via email) from time to time where such instructions are consistent with the terms of the Agreement; and
- (c) inform Customer if Sisense is aware of a processing instruction, received pursuant to subsection (b) above, that, in its opinion, violates Data Protection Laws.

2.3. Customer shall, in its use of the Services:

- (a) process Protected Data in accordance with the requirements of Data Protection Laws. Customer's instructions for the processing of Protected Data shall comply with Data Protection Laws. Customer shall have sole responsibility for determining the types of Personal Data and categories of Data Subjects it processes, ensuring the accuracy, quality, and legality of Protected Data, and deciding the means by which Customer processes Protected Data.
- (b) ensure all data it provides to Sisense for use in connection with the Services shall be collected and transferred to Sisense in accordance with Data Protection Laws. For the avoidance of doubt, it shall be Customer's responsibility to (i) ensure it provides a notice to the Data Subjects of the privacy policy it applies to the Protected Data, which shall comply with Data Protection Laws including in particular any processing information requirements relating to the processing of the Protected Data by Sisense and (ii) to ensure it has a legal basis for the processing of the Protected Data by Sisense.

## **3. TECHNICAL AND ORGANIZATIONAL SECURITY MEASURES**

1. Sisense shall implement, maintain and apply, at its cost and expense:

- (a) the technical and organizational security measures prescribed by Data Protection Laws;
- (b) an information security management system meeting or exceeding ISO/IEC 27001: 2013;
- (c) the security measures and product features set forth in the Documentation; and
- (d) taking into account the nature of the processing, the technical and organizational security measures necessary to assist Customer insofar as is reasonably possible in the fulfilment of Customer's obligations to respond to Data Subject Requests relating to Protected Data.

## **4. SUB-PROCESSORS**

4.1. Sisense has appointed the Sub-Processor(s) listed on its website (<https://www.sisense.com/privacy-policy/service-providers/>) to perform processing activities in respect of the Protected Data on behalf of Sisense. Processing by Sub-Processors is done under a written contract containing materially equivalent obligations to those in this DPA.

4.2. Sisense may not change a Sub-Processor without first notifying the Customer (including by providing public notice of an update on its website) and giving the Customer ten days (from date of receipt of the notice) to object to the change in Sub-Processor on reasonable and objectively justifiable grounds. If Customer objects to

the change in Sub-Processor, the parties will work together in good faith to resolve the objection and Sisense will use reasonable efforts to make available to Customer a change in the Services or recommend a commercially reasonable change to Customer's configuration or use of the Services to avoid processing of the Protected Data by such new Sub-Processor. Customer may subscribe to e-mail notifications of new Sub-processors by contacting [privacy@sisense.com](mailto:privacy@sisense.com) and Sisense shall provide notification of updates to its list of Sub-Processor(s) before authorizing any new Sub-Processor(s) to process Protected Data in connection with the Services.

## 5. **PERSONNEL**

2. Sisense shall ensure that all of its personnel and contractors processing Protected Data are subject to a binding written contractual obligation with Sisense or are under professional obligation to keep the Protected Data confidential (except where disclosure is required in accordance with applicable law, in which case Sisense shall, where practicable and not prohibited by applicable law, notify Customer of any such requirement before such disclosure).

## 6. **DATA SUBJECT REQUEST ASSISTANCE**

6.1. Sisense shall promptly refer all Data Subject Requests it receives to Customer.

6.2. Sisense shall provide such assistance to Customer as Customer reasonably requires (taking into account the nature of processing and the information available to Sisense) to ensure compliance with Customer's obligations under Data Protection Laws with respect to:

- (a) Data Subject Requests;
- (b) security of processing;
- (c) data protection impact assessments;
- (d) prior consultation with a Supervisory Authority regarding high risk processing; and
- (e) notifications to the Supervisory Authority and/or communications to Data Subjects by Customer in response to any Personal Data Breach.

6.3. Sisense shall promptly notify Customer in writing of any communications received by it from Data Subjects or Supervisory Authorities relating to the Protected Data and shall not respond to such communications unless it has been expressly authorized to do so by Customer if permitted under applicable law .

## 7. **CROSS-BORDER TRANSFERS**

7.1. Customer acknowledges and agrees that Sisense may access and transfer Personal Data across national borders to perform the Services.

7.2. To the extent required under Data Protection Laws, Sisense shall ensure that any transfers (and any onward transfers) of Protected Data under this DPA from the European Union, the European Economic Area and/or their member states, Switzerland and the United Kingdom to countries which do not ensure an adequate level of data protection within the meaning of Data Protection Laws of the foregoing territories, are effected by way of Appropriate Safeguards and in accordance with such Data Protection Laws.

7.3. The parties agree to incorporate the Standard Contractual Clauses (Processors) adopted in Commission Decision 2010/87/EU of 5 February 2010 as presented in Schedule 1.

## 8. **RECORDS AND AUDITS**

8.1. Sisense shall maintain written records of all categories of processing activities carried out on behalf of Customer.

8.2. Sisense shall make available to Customer such information as is reasonably necessary to demonstrate its compliance with the obligations of Processors under Data Protection Laws, and, not more often than once per year, shall allow for and contribute to audits by Customer (or another auditor mandated by Customer) for this purpose, subject to:

- (a) Customer giving Sisense at least 30 days' advance notice of such information request, audit or inspection being required;
- (b) Customer and Sisense mutually agreeing the scope, timing, and duration of the audit; and
- (c) Customer ensuring that all information obtained or generated by Customer or its auditor(s) in connection with such information requests, inspections and audits is kept strictly confidential (except for disclosure to the Supervisory Authority or as otherwise required by applicable law). Customer shall provide a copy of such information and audit reports to Sisense following an inspection or audit pursuant to this Section 8.

## **9. BREACH NOTIFICATION**

3. In respect of any Personal Data Breach involving Protected Data, Sisense shall notify Customer without undue delay and, where feasible, within 72 hours of becoming aware of the Personal Data Breach. So far as possible without prejudicing the continued security of the Protected Data or any investigation into the Personal Data Breach, Sisense shall timely provide Customer with details of the Personal Data Breach.

## **10. DELETION OR RETURN OF DATA**

4. Sisense shall delete or, if requested, return Protected Data to Customer in accordance with the provisions of the Agreement (including by providing retrieval functionality), unless storage of any data is required by applicable law and, if so, Sisense shall inform Customer of any such requirement and the period during which it is required to be stored.

## **11. CALIFORNIA CONSUMER PRIVACY ACT**

5. To the extent that CCPA is applicable, then, notwithstanding anything to the contrary herein:

- (a) Sisense is a "Service Provider" as defined in CCPA Section 1798.140(v).
- (b) Sisense shall not be considered a Third Party as defined in CCPA Section 1798.140(w).
- (c) Customer shall disclose Personal Data to Sisense solely for: (i) a valid business purpose; and (ii) Sisense to perform the Services.
- (d) Sisense is prohibited from: (i) selling Personal Data; (ii) retaining, using, or disclosing Personal Data for a commercial purpose other than providing the Services; and (iii) retaining, using, or disclosing the Personal Data outside of the Agreement.
- (e) Both parties certify that they understand and will comply with the restrictions set forth in Section 11.

## **12. ORDER OF PRECEDENCE**

6. In the event of a conflict between the provisions of this DPA and those of the Agreement in respect of the processing and protection of Protected Data, the provisions of this DPA and Schedule 1 will prevail. Except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.



## **Schedule 1**

### **STANDARD CONTRACTUAL CLAUSES (PROCESSORS)**

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

The Parties to the Agreement

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

#### **1. DEFINITIONS**

- (a) “special categories of data/sensitive data shall have the same meaning as in Directive 95/46/EC of 24 October 1995;
- (b) “the data exporter” shall mean the controller who transfers the personal data;
- (c) “the data importer” shall mean the controller who agrees to receive from the data exporter personal data for further processing in accordance with the terms of these clauses and who is not subject to a third country’s system ensuring adequate protection;
- (d) ‘the applicable data protection law’ means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
- (e) ‘technical and organisational security measures’ means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

#### **2. DETAILS OF THE TRANSFER**

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms and integral part of the Clauses.

#### **3. THIRD-PARTY BENEFICIARY CLAUSE**

The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

The data subject can enforce against the sub-processor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

#### **4. OBLIGATIONS OF THE DATA EXPORTER**

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data-processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any sub-processor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for sub-processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of sub-processing, the processing activity is carried out in accordance with

Clause 11 by a sub-processor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and

- (j) that it will ensure compliance with Clause 4(a) to (i).

## **5. OBLIGATIONS OF THE DATA IMPORTER**

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
  - i. any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;
  - ii. any accidental or unauthorised access; and
  - iii. any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the data exporter to submit its data-processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h) that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent;

- (i) that the processing services by the sub-processor will be carried out in accordance with Clause 11;
- (j) to send promptly a copy of any sub-processor agreement it concludes under the Clauses to the data exporter.

## **6. LIABILITY**

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or sub-processor is entitled to receive compensation from the data exporter for the damage suffered.
2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his sub-processor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The data importer may not rely on a breach by a sub-processor of its obligations in order to avoid its own liabilities.
3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the sub-processor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the sub-processor agrees that the data subject may issue a claim against the data sub-processor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the sub-processor shall be limited to its own processing operations under the Clauses.

## **7. MEDIATION AND JURISDICTION**

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
  - a. to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
  - b. to refer the dispute to the courts in the Member State in which the data exporter is established.
2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

## **8. COOPERATION WITH SUPERVISORY AUTHORITIES**

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any sub-processor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5(b).

## **9. GOVERNING LAW**

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

## **10. VARIATION OF THE CONTRACT**

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

## **11. SUB-PROCESSING**

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses (1). Where the sub-processor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.
2. The prior written contract between the data importer and the sub-processor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

3. The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.
4. The data exporter shall keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5(j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

## **12. OBLIGATION AFTER THE TERMINATION OF PERSONAL DATA-PROCESSING SERVICES**

1. The parties agree that on the termination of the provision of data-processing services, the data importer and the sub-processor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
2. The data importer and the sub-processor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the measures referred to in paragraph 1.

## **APPENDIX 1 DETAILS OF THE TRANSFER**

### **Data Exporter**

The Data Exporter is the customer of the Data Importer's Product(s) and services specified in one or more Sales Orders under the terms of the Agreement.

### **Data Importer**

Sisense Ltd, and its affiliated or wholly owned subsidiary companies, are providers of data analytics software and services.

### **Data subjects**

Data subjects are the individuals whose personal information is contained in Data Exporter's data provided to Data Importer.

### **Categories of Data**

Data Exporter and its authorized users of the Products may submit personal data, the nature of which is determined and controlled by the Data Exporter in its sole discretion.

### **Special categories of data (if appropriate)**

The Product(s) are made for general use and not intended for the processing of any special categories of data. However, use of the Product(s) with any special categories of data is not precluded.

### **Processing Operations**

Personal data, if any, is processed by the data importer for the purposes of providing the Product(s) pursuant to the Agreement.

## **APPENDIX 2**

### **TECHNICAL AND ORGANISATIONAL SECURITY MEASURES**

#### **General Controls:**

##### **Information Security Program**

Sisense follows an Information Security program in place to design, implement and maintain a coherent set of policies, standards and systems to manage risks to information assets conforming to ISO/IEC 27001:2013.

##### **Human Resources Security**

Sisense personnel are made aware of information security threats and concerns, and are equipped to support the organizational Security Policy in the course of their normal work.

Sisense personnel are trained in information-security procedures and the correct use of information-processing facilities to minimize security threats and of their obligation to report different types of incidents (security breaches, threats, vulnerabilities, or security-related software malfunctions) that might have an impact on the company's operations. Reporting and escalation procedures are documented and handled commiserate with level of risk.

##### **Physical and Environment Security**

Sisense' facilities are housed in secure areas protected by a secure perimeter, with appropriate security barriers and entry controls. Unauthorized persons are prevented from gaining physical access to premises, buildings or rooms where personal information and critical technology are located.

Sisense takes the following steps to assure Sisense's facilities shall be physically protected from unauthorized access, damage and interference.

Access to the facilities are logged and logs of physical access are securely maintained.

Visitors and guests are always escorted/supervised while on-premises.

Video monitoring of all ingress and egress points of the secure areas.

Sisense takes commercially reasonable steps to assure that equipment is physically protected from security threats and environmental hazards in order to prevent loss, damage or compromise of assets and interruption to business activities.

Sisense employs commercially reasonable controls to assure that Sisense's information and information-processing facilities shall be protected from disclosure to, modification of, or theft by unauthorized persons. Controls shall be in place to reasonably minimize loss or damage.

##### **Access Control**

Sisense shall employ systems and processes to limit physical and logical access based on least privileges according to job responsibilities to reasonably ensure critical data can only be accessed by authorized personnel. Sisense maintains authentication controls for the services commensurate with commercially reasonable security practices and maintains audit trails and logs for access in accordance with legally required data retention periods. Access privileges will be updated promptly after any change in personnel or system and are reviewed quarterly.



- a) **Network Access Control:** The design of the Sisense's internal and external networks demonstrates a commitment to secure networking. The design is documented and updated as needed. External connections are managed carefully; connections to networks for third parties are created after security due diligence has been completed.
- b) **Operating System Access Control:** Sisense implements operating system access controls that reasonably protect the systems from compromise. Protections shall include but are not limited to appropriate system authorization and management.
- c) **Data Access Control:** Access is granted on a least privilege, need-to-have and must-know basis to prevent disclosure. Users and their activities are uniquely identifiable and segregated by role. Administrative privileges are restricted to only those who need them.
- d) **Information System Access Control:** Access is strictly controlled by a formal provisioning cycle. Information systems are password protected and have an owner responsible for managing and controlling access.
- e) **Multi-factor authentication:** Sisense personnel are only granted access to personal information and critical technology after successfully presenting multiple, separate pieces of evidence.
- f) **Transmission Control:** Where personal data is transmitted through a public network (e.g., the internet) to and from an external third party, the information must be encrypted first or sent via a secure channel.
- g) **Separation Control:** Network services, systems, users, workstations, and servers are separated based on business purpose.
- h) **Availability Control:** To protect against loss of data, critical information systems are subject to backup and redundancy requirements.
- i) **Patch Management Process:** Sisense maintains a patch management process to implement patches in a reasonable, risk-based timeframe.

### **Business Continuity & Disaster Recovery**

Sisense maintains business continuity and disaster recovery management plans, which document strategies and procedures for applications and/or data criticality analysis and to recover IT services and systems following an emergency or disruption. This includes relocation of people and operations to alternate site; recovery of IT functions using alternate equipment and performing functions using alternative methods; a process enabling an enterprise to restore any loss of data; providing an SLA for the amount of time within which critical customer operations would be restored; providing documentation or other proof of the ability to immediately disable all or part of the functionality of Vendor systems, services, and/or applications should a security issue be identified. Sisense will validate continuity/recovery capabilities by testing annually.

### **Incident Response Plan**

Sisense maintains an incident response plan in place which includes clearly defined roles and decision-making authority and a logging and monitoring framework to allow the isolation and mitigation of an incident.

### **Application Security**

Sisense implements security touchpoints with respect to secure coding and software development appropriate for the software development lifecycle for Sisense products.

## **Penetration Testing**

At least once per year, Sisense performs a suite of independent third-party tests. Upon request, Sisense will supply customer with details of third-party tests from the previous year. Sisense fixes all critical severity vulnerabilities that could affect the security of customer's data as soon as possible. Remaining issues will be remediated commiserate with the risk posed to Sisense.

## **Systems Hardening**

All servers, routers, firewalls, and other relevant infrastructure shall materially conform to applicable industry standards. Sisense servers will use a hardened operating system customized for the customer's needs. Sisense will remove all unnecessary utilities from operating system configurations and must restrict access rights to least privilege.

## **Controls for Sisense Cloud Products:**

### **Sisense's System Environment Secure Deployment**

The Sisense Cloud Products are managed by a small number of designated Sisense IT staff with a demonstrated need to service the application or infrastructure. Access to the Sisense server may be required by IT, Sisense Cloud Service, Sisense Support and Sisense NOC staff. Authorized Sisense staff access the AWS account via multifactor authentication (MFA).

Sisense Cloud Products are deployed on Linux. Sisense deploys a dedicated and isolated Kubernetes namespace for each Licensee. Each Licensee's deployment does not have access to any other Sisense Licensee's deployment. Sisense Cloud Products keeps the OS up to date with the latest updates and timely installation of security patches.

### **Restricted Access to Sisense Server**

Access to Sisense server is restricted as follows:

By Sisense – Sisense's access to each Sisense Cloud Products server through the Windows Remote Desktop Protocol (RDP) is enabled from designated Sisense IP addresses only.

By Customer –For Linux deployment all access is available only via secure web access, RDWeb is not available.

The Cloud Access IP Whitelist is maintained by Sisense IT.

### **Secure Business Flow**

To minimize the possibility of a security breach when working with the Sisense Software on the Sisense Cloud Products, Sisense has established security controls covering the entire business cycle:

#### *Sisense Deployment Architecture to Prevent Direct Access to Server*

Sisense deploys the Software in a cloud architecture that enables use the Software while restricting the Customer's direct access to the Sisense server.

For each deployment, all access is available only via secure web access.

#### *Secure Web Access*

Web access uses secure HTTPS secure protocol with \*.sisense.com certificate (other domain certificate can be configured upon request).

*Moving Assets to the Sisense Software in the Sisense Cloud – Secure FTP*

As part of the Sisense BI business lifecycle, a customer can move files and other components to the Sisense BI server (such as UI Plugins, REST API Connector, ODBC driver, Rebranding logos, Dash files, ElastiCube and dashboard migration between environments).

**No Third Party Software on Sisense Cloud Products Server**

To ensure the tight security, Sisense does not permit Customer software other than Sisense to be installed on the Sisense Cloud server. This restriction includes browsers, which are blocked on the server to prevent infiltration from the internet.