Sisense Fusion Embed

Product Addendum

This Addendum sets forth terms applicable specifically to subscriptions for Sisense Fusion Embed ("Sisense Fusion Embed" products on the applicable Sales Order, also formerly referred to as Sisense for Product Teams). For purposes of this Product Addendum, references to the "Product" shall refer to Sisense Fusion Embed product unless the context requires otherwise.

1. **DEFINITIONS.** All capitalized terms used and not defined in this Addendum shall have the meanings ascribed to such terms in the Agreement. For purposes of this Addendum (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. "**Bundled Product**" means the combination of Customer Product and the Product and/or some features or capabilities thereof as an integrated component therein.

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

    1.3. "**Customer Product**" means Customer's proprietary products as listed in the applicable Sales Order.

    1.4. "**Customer Product Data**" means the data created or used by Customer and/or its End Customers that is processed or generated by or used in the Customer Product.

    1.5. "**Datasource**" means a data source accessed and used by the Product to generate its output.

    1.6. "**End Customer**" means a person or entity that accesses the Product from the Customer as part of the Bundled Product and for use within the Business Scope, for its personal or internal use and not for remarketing, redistribution or other transfer of the Product to any other person or entity.

    1.7. "**End Customer Agreement**" means the written agreement between Customer and an End Customer with On-Premise Access pursuant to which the Bundled Product is licensed to such End Customer.

    1.8. "**End Customer Term**" means the period during which an End Customer is entitled to access and use the Product (as incorporated in the Bundled Product) pursuant to the agreement between such End Customer and Customer.

    1.9. "**On-Premise Access**" means that the Bundled Product will be accessed by an End Customer through physical installation at the End Customer's location or on servers controlled by the End Customer.

    1.10. "**SaaS Access**" means that the Bundled Product will be accessed by an End Customer through a service or web access provided by Customer to the End Customer.

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

2. **RIGHT TO BUNDLE PRODUCT**

    2.1. **Right to Bundle**. Subject to the terms and conditions of this Agreement, Sisense hereby grants Customer a non-exclusive, non-transferable right, to use and/or distribute the Products specified on the applicable Sales Order to End Customers, only as part of the Bundled Product and for use within the Business Scope, in the Territory and for the term and as otherwise specified in the Sales Order.

    The Sales Order shall detail, among other things: (i) the scope of use of the Product included in the subscription such as Authorized Servers/Cores or Rows and Authorized Users; (ii) the term of

such subscription; (iii) the fees charged; (iv) the Bundled Product Configuration (as defined below) (iv) the Customer Product; (v) the Business Scope; (vi) whether End Customer access is On-Premise Access and/or SaaS Access; (vii) the Territory.

2.2. **Bundled Product Configuration**. Product may be incorporated into the Bundled Product (the "Bundled Product Configuration") in a View and Design Configuration or a Multiple Datasource Configuration, as specified on the applicable Sales Order. The following provisions apply to the specific configurations:

    2.2.1. **View and Design Configuration:** If the subscription in the applicable Sales Order is for View and Design Configuration, Customer is authorized to bundle the Product with the Customer Product and to permit End Customers to view and design Dashboards applied only to Customer Product Data as a Datasource.

    2.2.2. **Multiple Datasource Configuration**: If the subcription in the applicable Sales Order is for Multiple Datasource Configuration, Customer is authorized to bundle the Product with the Customer Product and to permit End Customers to view and design Dashboards applied to Customer Product Data as well other Datasources integrated into the Bundled Product by Customer. Other permitted Datasources include data provided or sourced by Customer, but not other data sources accessed by the End Customer outside the Bundled Product. The Product, or such features of the Product as are specified in the Sales Order, is permitted to be distributed by bundling it with the Customer Product or by integrating it with the Customer Product

    2.2.3. **Bundling Limitation**. It is explicitly agreed that Customer may bundle or integrate the Product with the Customer Product only and in no way may the Product be bundled with or integrated in any other product whatsoever. Further, Customer shall not use the Product or authorize an End Customer to use the Product with any data sources other than the Datasource(s) set forth in this Section 2.2.

3. **END CUSTOMER PROVISIONS**

3.1. **End Customer Agreement for On-Premise Access**. Customer shall ensure that each and every End Customer of the Bundled Product provided On-Premise Access has executed or is party to an End Customer Agreement prior to End Customer's download or use of the Bundled Product. 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 Customer shall require all End Customers with On-Premise Access to adhere to the terms thereof. If Sisense notifies Customer in writing of any changes to the End Customer Agreement Minimum Terms after the Effective Date of this Agreement, then Customer shall use commercially reasonable efforts to reflect those changes in the next update to the End Customer Agreement. The End Customer licenses for the Product shall permit the End Customer's use of the Product only (i) as part of the Bundled Product, (ii) for the Business Scope, and (iii) (A) for View and Design Configuration, with data access limited to the Customer Product Data, or (B) for Multiple Datasource Configuration, with Customer Product Data as well as additional Datasources in accordance with Section 2.2.2 hereof.

3.2. **End Customer Support Services**. Customer shall be solely responsible to provide End Customers with support and maintenance. Sisense has no obligation to provide any Support Services to End Customers directly.

3.3. **End Customer Relationship.** Customer shall not make any representations or warranties, express or implied, suggesting that Sisense will provide support or maintenance to End Customers or that Sisense makes any representations or warranties to End Customers. Customer shall not make

warranties or representations to End Customers regarding the performance of the Product, support or other services on behalf of Sisense or otherwise make commitments on behalf of Sisense that are inconsistent with the representations and warranties made by Sisense or that are not approved by Sisense and any such warranty or representation shall not be binding on Sisense.

4. **PRODUCT DEPLOYMENT OPTIONS**

   4.1. If a Sales Order includes a subscription to a Sisense Cloud Product, such Product shall be subject to the additional terms set forth in the Sisense Cloud Addendum available at: https://pages.sisense.com/rs/601-OXE-081/images/Cloud Terms.pdf

   4.2. If a Sales Order includes a subscription to a Customer Hosted Product, such Product is provided to Customer as Software and Sisense hereby grants Customer, and Customer accepts, a nonexclusive, nontransferable, non-sub-licensable, limited, revocable license to use the Software in machine-readable, object code form only, subject to the terms set forth in the Agreement.

5. **SUPPORT SERVICES**

   Sisense will provide Support Services to Customer in accordance with the Support Terms available at http://pages.sisense.com/rs/sisense/images/sisense-support-terms.pdf as such terms are amended from time to time.

6. **CUSTOMER RIGHTS AND OBLIGATIONS**

   6.1. **Ownership by Customer**. All Intellectual Property rights evidenced by or embodied in and/or attached/connected/related to the Customer Product and the Bundled Product (but not including the Product included therein) or any part and any adaptations or derivatives thereof and Customer's Confidential Information are and shall be owned solely by Customer. Sisense acknowledges that except as expressly provided, Sisense has not, does not, and shall not acquire or enjoy any rights with respect to the Bundled Product (but not including the Product included therein) and/or any adaptations or derivatives thereof.

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

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

   6.4. **Customer Pricing; Costs of Distribution**. Customer shall have sole responsibility for establishing and collecting all fees and charges applicable to End Customers for the provision of the Bundled Product and/or any services provided by Customer in connection therewith. All costs relating to

the integration, marketing and distribution of the Bundled Product by Customer shall be borne by Customer.

6.5. **Customer Responsibilities and Indemnification**. Customer shall use commercially reasonable efforts to enforce the provisions of the End Customer Agreement. Customer shall reasonably cooperate with Sisense to enforce the limitations imposed according to this Agreement to the fullest extent possible. Customer will indemnify and hold Sisense harmless against all actions, proceedings, suits, claims or demands that may be brought or instituted against Sisense by any third party based on or arising out of any of the following: (i) any claim arising due to the Customer's negligence or willful misconduct in the performance of its duties and obligations under this Agreement or (ii) any claim asserted against Sisense by any End Customers or Authorized Users. As a condition to Customer's indemnity obligation Sisense shall give Customer prompt notice of any such claim, grant Customer sole control of the defense and/or settlement of any such claim (provided that Customer shall not enter into any settlement that admits liability on behalf of Sisense or imposes any obligations on Sisense other than payment of amounts indemnified hereunder without the prior written consent of Sisense) and provide reasonable assistance as requested by Customer at Customer's sole expense.

6.6. **Compliance with Law**. Customer 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 Product in the Territory and comply with all applicable anti-boycott, export control, sanctions, customs, and shipping laws and regulations. Customer's marketing, advertising and promotion of the Product or the Bundled Product will not violate: (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.

7. **CONSEQUENCES OF TERMINATION**

Upon termination of this Agreement Customer shall discontinue immediately all further promotion, and marketing of the Product or the Bundled Product and use of the Product within the Bundled Product shall be discontinued except as expressly provided in this Section. So long as termination of this Agreement was not due to a breach by Customer or to Customer being subject to any of the matters set out in Section 12.3 of the Agreement, and provided that Customer has paid and continues to pay when due, the fees associated with any continuation of the subscriptions as provided herein, the subscriptions granted hereunder shall continue in effect for any End Customer that has an agreement to use the Bundled Product in effect as of the termination date, until the earlier of (i) the end of the then current End Customer Term (i.e., not including any renewal of Customer's agreement with such End Customer) or (ii) 12 months from the termination of this Agreement. Sisense's obligation to provide Customer the Support Services shall continue in full force and effect for any such End Customer Terms. Without limiting the generality of the foregoing, , Customer shall comply with its obligations under Section 12.5 of this Agreement within fifteen (15) days after the date on which all subscriptions described in this Section have expired.

Schedule 1

Sisense Trademarks

If Bundled Product is marked with Sisense's Trademarks:

sisense

Schedule 2

End Customer Agreement Minimum Terms

Customer may distribute the Product as part of the Bundled Product to its End Customers for On-Premise Access pursuant to Customer'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 Product, in machine-readable, object code form only, for End Customer's internal use only and not exceeding the scope of use of the Bundled Product permitted under, or otherwise inconsistent with the terms of, the Agreement.

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

(iii) The End Customer must not reverse compile, reverse engineer, or disassemble any portion of the Product (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 Product;

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

(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 Product;

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

(viii) The End Customer is required, at the termination of its license to use the Bundled Product, to discontinue use and irrevocably erase the Product, Documentation and all archival or other copies of the Product.