

Professional Services Addendum

This Professional Services Addendum (“**Addendum**”) sets forth the terms and conditions applicable to professional services which Sisense may provide to Customer with respect to the Product(s) for which Customer has a subscription under the Agreement (the “**Professional Services**”).

1. **PROFESSIONAL SERVICES**

Professional Services may consist of any of the following services, pursuant to a written Statement of Work executed by the parties (“**SOW**”) or applicable Sales Order:

1.1. BI Consulting Services consist of the services of a Sisense Professional Services consultant to assist Customer with Sisense requirements gathering, design, installation and configuration and provide guidance with respect to data analytics, and other tasks as set forth in the SOW.

1.2. Development Services consist of the services of a Professional Services Engineer for development of product extensions or other code related to or for use with the Product (“**Deliverables**”).

1.3. Project Management Services consist of the services of a Project Manager to act as a primary point of contact and to coordinate on communications, schedules and scoping of the project contemplated by an SOW and the prosecution by the parties of their respective responsibilities under such SOW.

1.4. Solution Architecture Services consist of the services of a Sisense Solution Architect to provide guidance with respect to such areas as architecture design and implementation, upgrades, backup and recovery plans, performance load testing and analysis, and other platform and infrastructure topics relating to the Product.

1.5. Strategy Consulting Services consist of consulting services relating to the development of analytics business strategies.

1.6. Training consists of in-person or remote training services that are provided by Sisense on a standard or tailored basis to customers.

2. **SCOPE**

2.1. Scope. Sisense will provide the Professional Services (including, as applicable, delivering the Deliverables and/or the Materials (as defined in Section 4.2)) in accordance with the requirements in the SOW, or if no SOW is executed, then in the applicable Sales Order.

2.2. Changes. At any time prior to completion of the Professional Services under an SOW or Sales Order, Customer may request or Sisense may recommend modifications to such Professional Services. Sisense will advise Customer of the likely impact of any such change, including any effect on the fees and time for completion of the Professional Services. The parties will respond in writing or will meet to discuss any such proposed changes as soon as practicable, but neither party will be obligated to agree to any such change. Until such time as any change is agreed to in a writing specifying, *inter alia*, any change to the fees, time for completion or completion criteria, Sisense will continue to provide the Professional Services as if such change had not been requested or recommended.

2.3. Resources. Sisense will provide appropriately qualified personnel to perform the Professional Services and will use commercially reasonable efforts to minimize changes in such personnel. Sisense reserves the right to engage independent contractors to perform some or all of the Professional Services, provided that Sisense remains responsible for the performance of the Professional Services in accordance with this Addendum.

3. **PAYMENT**

3.1. Payment. In consideration for the Professional Services and Deliverables, Customer will pay Sisense the fees specified in the applicable Sales Order and/or SOW in accordance with the payment terms set forth in the applicable Sales Order or SOW.

3.2. Expenses. Unless otherwise specified in the applicable SOW or Sales Order, Customer will reimburse Sisense for all reasonable expenses incurred by Sisense in performing the Professional Services, including travel, lodging, per-diem and out of pocket expenses, subject to Customer’s pre-approval. In general, expenses will only be incurred for provision of the Professional Services at locations other than Sisense’s offices, as agreed by Sisense and Customer.

4. OWNERSHIP

4.1. Deliverables. Unless otherwise expressly provided in the applicable SOW, all Deliverables and all intellectual property rights in the Deliverables will be the sole and exclusive property of Sisense, whether or not specifically recognized or perfected under the laws of the jurisdiction in which the Professional Services are used or licensed. No work product of Sisense shall be construed as or deemed to be a "work made for hire". Accordingly, Customer acknowledges that Sisense retains sole and exclusive ownership of all right, title and interest to all Deliverables. Sisense shall own all rights in any copy, translation, modification, adaptation or derivation of the Deliverables, including any improvement or development thereof. At no time will Customer dispute or contest Sisense's exclusive ownership rights in any Deliverables. Notwithstanding the above, Sisense grants to Customer a non-exclusive license in the Deliverables which shall be on the same terms and subject to the same limitations as the license granted to Customer under the Agreement for the Product. In addition, unless otherwise agreed in the applicable SOW, no Deliverables shall be supported by Sisense under the Support Services unless the SOW specifies that Sisense will certify such Deliverables as eligible for Support Services.

4.2. Materials. Sisense may furnish Customer with reports, analyses or other such materials (the "Materials"). Customer understands and agrees that any such Materials will be furnished solely for its internal use and may not be furnished in whole or in part to any other person other than its directors, officers, employees or advisors without the prior written consent of Sisense.

Customer acknowledges that Sisense may develop for itself, or for others, problem solving approaches, frameworks or other tools or information similar to the Materials and processes developed in performing the Professional Services, and nothing contained herein precludes Sisense from developing or disclosing such materials and information provided that the same do not contain or reflect Customer Confidential Information.

With respect solely to Materials provided as a result of performance of Strategy Consulting Services, Customer shall have a perpetual, irrevocable, nontransferable, paid-up right and license to use and copy such Materials and prepare derivative works based on such Materials for its internal use, subject to the terms of this Section. All other rights in such Materials, excluding any Confidential Information of Customer, remain in and/or are assigned to Sisense.

4.3. Cooperation. The parties will cooperate with each other and execute such other documents as may be appropriate to achieve the objectives of this Section.

5. WARRANTY

5.1. Warranty. Sisense warrants that it shall use commercially reasonable efforts in performing the Professional Services. Sisense further warrants that any Deliverable provided through the Professional Services shall substantially conform to the specification for such Deliverable as set out in the applicable SOW for a period of three (3) months after delivery. If Customer notifies Sisense that any Deliverable fails to conform with such specification within the period set forth in the preceding sentence, Sisense shall remedy the failure by using commercially reasonable efforts to correct errors. Sisense shall have no obligation to provide Support Services for any Deliverable after the expiry of the warranty period set forth above.

5.2. Disclaimer. SISENSE'S OBLIGATION UNDER THE ABOVE WARRANTY SHALL BE ITS SOLE LIABILITY AND IT SHALL HAVE NO OTHER LIABILITY WHATSOEVER WITH RESPECT TO THE QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY OF THE PROFESSIONAL SERVICES OR ANY DELIVERABLES AND ALL OTHER REPRESENTATIONS, STATUTORY OR OTHERWISE ARE EXCLUDED.

6. TERM AND TERMINATION

6.1. Term. The terms of this Addendum will remain in effect throughout the term of the Agreement.

6.2. Termination. An SOW or performance of Professional Services hereunder may be terminated without prejudice to any other rights or remedies under this Addendum or in law, in any one of the following events: (i) by Sisense for non-payment of fees when due or owing; (ii) by either party if the other party commits a material breach of this Addendum or such SOW and fails to remedy such breach within thirty (30) days after having been given written notice to do so; or (iii) by either party if the other party is unable to pay its debts as they become due, commits an act of bankruptcy, becomes bankrupt, goes or is put into liquidation or if a receiver is appointed

over any part of such other party's assets. Each SOW shall expire upon completion of the Professional Services specified therein unless otherwise specified therein. Termination of the Agreement will not discharge either party from performing any obligations or from payment of any sums already due or arising by reason of the termination.

7. **PRIORITY.** In the event of a conflict between or among this Addendum, a Sales Order, an SOW and/or the Agreement, the following order of precedence will apply:

1. The SOW will supersede all other documents with respect to that SOW only.
2. The Sales Order will supersede all other documents except for the SOW, but with respect to that Sales Order only.
3. This Addendum.
4. The Agreement.

8. **EARLIER AGREEMENTS.**

For licenses or subscriptions governed by agreements in effect prior to May 1, 2020, the following defined terms are amended:

Previous Term	New Term
Licensor	Sisense
Licensee or OEM	Customer
Software	Product