Sisense Cloud Addendum

This Addendum sets forth the terms applicable specifically to subscriptions for Sisense Cloud (as defined below) (BI&A and PT "Cloud" products on the applicable Sales Order).

1. **DEFINITIONS**. Capitalized terms used in this Addendum that are not otherwise defined herein, shall have the meanings set forth in the Agreement.

   1.1. "**Contract Quarter**" means each three-month period commencing from the start date of the Subscription Term and every three months thereafter.

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

   1.3. "**Downtime**" means the total number of minutes of Unavailability within a Measured Period, excluding SLA Exclusions (as defined herein) during such Measured Period.

   1.4. "**Measured Period**" means the total number of minutes in each Contract Quarter.

   1.5. "**Scheduled Downtime**" shall mean any Downtime (i) of which Customer is notified at least three (3) days in advance, or (ii) during a standard maintenance window, as published by Sisense from time to time. In either of the foregoing two situations, Sisense will use commercially reasonable efforts to schedule maintenance at times that minimize impact to customers generally.

   1.6. "**Unavailability**" means the Product is inoperable or inaccessible to Viewers as indicated using Sisense's monitoring tools.

   1.7. "**Uptime**" means the total number of minutes in the Measured Period minus Downtime.

   1.8. "**Uptime Percentage**" means Uptime expressed as a percentage, calculated in accordance with the following formula:

   $$\text{Uptime Percentage} = (\text{Uptime} / \text{Measured Period}) \times 100$$

2. **SISENSE CLOUD**

   The Sisense Cloud managed service ("**Sisense Cloud**") is a service granting Customer access to the Software deployed, hosted, and managed by Sisense on a cloud environment (the "**Environment**"). Sisense will provide Customer and its Authorized Users with access and the right to use the Software in the Environment in accordance with the scope of use specified on the Sales Order and this Addendum. Unless explicitly stated otherwise in the applicable Sales Order, no license is granted to Customer to download, install, activate, copy, or use the Software on servers other than the Environment.

3. **SISENSE RESPONSIBILITIES**

   Sisense is responsible for the following:

   a. Deploying, hosting, and managing the Software (including new releases) on a third-party cloud server during the Term.
   b. Enabling Customer access to Sisense Cloud and providing guidance to Customer on connecting its Datasources and transferring Customer Data to the Environment.
   c. Environment and Software monitoring.
   d. Providing support for Sisense Cloud, including monitoring and maintenance performed by a specialized Sisense Cloud support team ("**Cloud Support**") throughout the Subscription Period(s) under which Sisense Cloud is provided.

4. **CUSTOMER RESPONSIBILITIES**

   Customer is responsible for the following:

   a. Enabling access and connecting its own systems and Datasources to the Environment as needed.
   b. Obtaining or creating all Customer Data
   c. Customer's business intelligence activities using the Product.
   d. Coordinating and communicating with Sisense on ongoing system maintenance activities and issue resolution.

e. Ensuring its Authorized Users comply with the Agreement and this Addendum, including using commercially reasonable means to prevent unauthorized access to Sisense Cloud and notifying Sisense promptly of any such unauthorized access.

5. **CUSTOMER DATA**

   5.1. **Data Back Up**. Customer acknowledges that Sisense Cloud is not a system of record and all Customer source data remains in the systems and data repositories from which the data processed on Sisense Cloud is sourced. Sisense is only responsible to restore data that has been backed up from the Environment (such as ElastiCube builds or Dashboards) or to rebuild the ElastiCube or Dashboard data from the data sources.

   5.2. **License to Customer Data.** Customer grants Sisense and its affiliates and contractors a worldwide, limited-term license to host, copy, use, transmit, and process Customer Data in accordance with the Agreement and any applicable Sales Order, including expressly this Addendum. Except for the limited license granted herein, Sisense shall acquire no right or title to Customer Data. Without limiting the generality of the foregoing, processing of Customer Data may include: (i) uploading, hosting, combining, analyzing, creating graphs and visualizations, displaying and delivering Customer Data as directed by Customer using the Product functionalities; (ii) performing Cloud Support; and (iii) maintaining logs for compliance with data retention laws and internal security and disaster recovery policies Customer acknowledges and agrees that Sisense does not screen or review Customer Data on the Sisense Cloud.

   5.3. **Data Deletion.** Sisense will erase all Customer Data from the Environment within seven (7) business days after the expiration or termination of a Subscription Period.

6. **LIMITATION OF LIABILITY; INDEMNIFICATION BY CUSTOMER**

   6.1. Notwithstanding anything to the contrary in the Agreement, and in addition to any disclaimer of liability in the Agreement, Sisense shall have no liability arising from: (i) any disclosure of Customer Data by the Authorized Users or through the functions and settings of the Product under Customer's control; (ii) claims alleging that Customer Data violates the Intellectual Property rights of a third party, including copyright, privacy rights, data protection rights, database rights, trade secret, or trademark (including data made available by or on behalf of customers); and (iii) damages or losses, if any, caused by any modification or adaptation made by Customer to Sisense Cloud without Sisense's express prior written consent.

   6.2. **Indemnification by Customer.** Customer shall defend Sisense against any claim, demand, suit, or proceeding brought against Sisense by a third party arising in connection with Customer Data or Customer's use of Sisense Cloud in violation of the Sales Order, Agreement, or this Addendum (each a "**Claim**"). Customer shall indemnify Sisense from any damages, attorneys fees, and costs finally awarded against Sisense as a result of a Claim or for any amounts paid by Sisense under a settlement of a Claim by Customer, provided Sisense has (a) promptly given Customer notice of the Claim (provided that Customer's obligation hereunder shall be relieved only to the extent any delay in providing notice has actually prejudiced the defense of such Claim) and (b) Customer shall have sole control of the defense and settlement of the 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 cessation of use of the allegedly infringing item or payment of amounts indemnified hereunder) and (c) Sisense shall provide Customer all reasonable assistance requested by Customer, at Customer's expense.

7. **AVAILABILITY SLA**

   7.1. During the Subscription Period for provision of Sisense Cloud to Customer, Sisense will use commercially reasonable efforts to ensure that Sisense Cloud is available for access and use by Customer in accordance with the Agreement at a quarterly Uptime Percentage of at least 99.8% (the "Availability SLA").

7.2. Sisense's obligations hereunder are conditioned upon Customer: (i) complying with the terms and conditions of the Agreement; (ii) connecting to Sisense Cloud in full compliance with Sisense's instructions; and (iii) complying with Sisense's instructions for performing corrective action.

8. **SLA EXCLUSIONS**

The following conditions ("**SLA Exclusions**") shall not be counted as Downtime:

8.1. Scheduled Downtime.

8.2. Issues related to data refreshing from Datasources in ElastiCubes or Live Connect.

8.3. Individual Dashboards or widgets are not functioning properly, but the issue does not affect other Dashboards or widgets.

8.4. Errors attributable to business intelligence activity, not system functions (e.g. Many-to-many data schemas, suboptimal ElastiCube design).

8.5. Unavailability attributable to (a) causes beyond Sisense's reasonable control, including any Event of Force Majeure or the performance of any third party communications or internet service provider; (b) Customer's failure to perform any obligation under the Agreement that affects the performance of Sisense Cloud; (c) the actions or omissions of Customer, its Authorized Users or any third party acting on their behalf, or (d) Customer's or any third party's equipment, software, or other technology not provided by Sisense.

9. **RESPONSE TO UNAVAILABILITY INCIDENTS**

9.1. **Reporting**. If Customer experiences Unavailability Customer shall report it to the Support Services helpdesk as set forth in the Support Terms applicable to the relevant Product.

9.2. **Response to Unavailability**. Upon receipt by Sisense of a report of Unavailability, Sisense shall respond with an acknowledgement of such report within two (2) hours of receipt. Following acknowledgment Sisense will commence action to address the issue.

If the reported issue is not a Sisense Cloud Unavailability issue, the issues will be addressed in accordance with the Support Terms.

9.3. **Repeated Unavailability**. If Customer experiences repeated Unavailability, and the Uptime Percentage for such Customer is below 99.0% for any Contract Quarter then, upon Customer's request, Sisense will provide a detailed report explaining the root causes of the low Uptime and a plan to remedy the failure to meet the Availability SLA.

9.4. **Credit**. If Sisense fails to meet the Availability SLA set forth in Section 7.1 above in any Contract Quarter during the current term and Customer is in compliance with all of its obligations hereunder, Sisense will provide Customer with a service credit representing the percentage stated below of the pro rata fee for Sisense Cloud for the Contract Quarter in which the failure occurred, such credit to be applied to the next billing cycle that is at least sixty (60) days after the Contract Quarter in which the failure occurred:

Uptime Percentage	Service Credit Percentage
Less than 99.8% but equal to or greater than 99.0%	5%
Less than 99.0%	10%

In order to receive the service credit, Customer must notify Sisense in writing and request the applicable service credit within ten (10) business days following the end of the Contract Quarter in which the failure occurred. Failure to timely provide such notice will forfeit the right to receive the service credit. The service credit will be Sisense's sole obligation and Customer's exclusive remedy with respect to any failure by Sisense to meet the Availability SLA.