Sisense Cloud Terms and Conditions

Sisense ("**Licensor**") and the licensee (whether direct Licensee, OEM, or other license purchaser, as applicable, such party is referred to in this Schedule as "**Licensee**") have entered into a license agreement (the "**License Agreement**") and a Sales Order entered into under the License Agreement (the "**Sales Order**"). Capitalized terms used in this Schedule that are not otherwise defined herein, shall have the respective meanings set forth in the License Agreement or the Sales Order. Pursuant to the Sales Order, Licensor has licensed the Software and has agreed to provide Sisense Cloud (as defined below) to Licensee as specified in the Sales Order. The following terms and conditions apply to the Sisense Cloud only.

The Sisense Cloud Managed Service ("**Sisense Cloud**") is a service to manage hosting of Licensee's installation of the Sisense software (the "**Software**") on a third-party cloud environment deployed and maintained by Sisense. Subject to the terms and conditions below, Sisense shall deploy the Software and subsequent Updates and Versions of the Software in the hosted environment, provide access to the hosted environment, connect the Software to the Licensee's data sources, and monitor and support the operation of the hosted environment and the Software.

1. **SCOPE OF CLOUD LICENSE**

   1.1. **License Grant.** In addition to the scope and limitations set forth in the license grant under the License Agreement, Licensee is expressly licensed to use the Software in the Environment (as defined in the Sisense Cloud Scope attached hereto as **Exhibit A**). Notwithstanding anything to the contrary in the License Agreement, Authorized Servers licensed under the Sales Order shall mean and be limited to servers deployed in the Environment and managed by Licensor. Licensor will back up Licensee Data in the Environment on the schedule set forth in the applicable Sales Order. Unless explicitly stated otherwise in the applicable Sales Order, no license is granted to Licensee to download, install, activate, copy, or use the Software on servers other than the Environment.

   1.2. **License Limitations**. The scope of licensed use of the Software set forth in the License Agreement shall be the licensed scope applicable to the Software installed in the Sisense Cloud.

   1.3. **Licensee Responsibilities.** Licensee shall (i) comply and be responsible for its Authorized Users' compliance with the License Agreement, these Sisense Cloud Terms and Conditions, applicable laws and government regulations; and (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the Sisense Cloud and notify Licensor promptly of any such unauthorized access or use.

   1.4. **Cloud Support.** Licensor shall provide the Sisense Cloud Support as described in the Sisense Cloud Support Terms attached hereto as **Exhibit B** throughout the term of the Sales Order(s) under which the Sisense Cloud is provided. Licensee acknowledges that the Sisense Cloud is hosted on a third-party cloud environment, and Licensor's sole obligation with respect to the performance of the Environment is to provide the Sisense Cloud Support.

2. **LICENSEE DATA**

   2.1. **Hosting**. All electronic data and information stored or managed by means of the Software by or for Licensee, including the results of data analysis embodied in the Dashboards and any other Software reports and outputs, is "**Licensee Data**." "Licensee Data" does not include the Software or any third-party software interoperating with the Sisense Cloud. As between Licensor and Licensee, all Licensee Data is deemed Licensee's property.

   2.2. **Data Back Up**. Licensee acknowledges that the Sisense Cloud is not a system of record, and Licensee is responsible for all data storage and back up of the source systems from which the data processed by the Sisense Cloud is sourced. In the event of corruption or destruction of or damage to Licensee Data hosted on the Sisense Cloud, Licensor will use commercially reasonable efforts to recover or restore Licensee Data from back up on the Sisense Cloud in accordance with the Sisense Cloud

Support Terms, but shall not be liable for any damages or other consequences due to destruction or corruption of or damage to Licensee Data.

2.3. **License to Licensee Data.**

 2.3.1. Licensee grants Licensor and its affiliates and contractors a worldwide, limited-term license to host, copy, use, transmit, and process Licensee Data solely as reasonably necessary for Licensor to perform its obligations under the License Agreement and any applicable Sales Order, including expressly these Sisense Cloud Terms and Conditions, except as provided by law. Except for the limited license granted herein, Licensor shall acquire no right or title to Licensee Data.

 2.3.2. Without limiting the generality of the foregoing, processing of Licensee Data may include: (i) uploading, hosting, combining, analyzing, creating graphs and visualizations, displaying and delivering Licensee Data as directed by Licensee using the Software functionalities; (ii) performing Sisense Cloud Support services; (iii) providing business intelligence consulting services; (iv) using Licensee Data to create aggregated and anonymous statistical reports to monitor Licensee's use of the Sisense Cloud and Software and to improve Licensor's products and services, provided that such statistical information does not disclose Licensee Confidential Information; and (v) maintaining logs for compliance with data retention laws and internal security and disaster recovery policies.

2.4. **Responsibility for Licensee Data.** Licensee acknowledges and agrees that Licensor does not screen or review Licensee Data on the Sisense Cloud. Licensee warrants and represents that it has the right to access and use the Licensee Data with the Sisense Cloud and to permit Licensor to access and use the Licensee Data as provided herein. Licensee shall comply with all applicable laws and regulations regarding the collection, use, transfer and processing of Licensee Data, including but not limited to laws and regulations relating to the collection, use, transfer or processing of any personal data, third party Intellectual Property rights, and any other laws and regulations pertaining to the use or dissemination of any Licensee Data via the Sisense Cloud. If notified that such Licensee Data infringes or violates any third party's rights, Licensor may remove the allegedly infringing data from the Sisense Cloud.

2.5. **Security.** During the Subscription Period, Licensor shall comply with the security measures described in the Documentation available at: https://documentation.sisense.com/sisense-cloud-security-controls/.

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

3. **LIMITATION OF LIABILITY; INDEMNIFICATION BY LICENSEE**

3.1. Notwithstanding anything to the contrary in the License Agreement, and in addition to any disclaimer of liability in the License Agreement, Licensor shall have no liability arising from: (i) any disclosure of Licensee Data by Licensee's Authorized Users or through the functions and settings of the Software deployed on the Sisense Cloud under Licensee's control; (ii) claims alleging that Licensee 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); (iii) destruction or corruption of or damage to Licensee Data; and (iv) damages or losses, if any, caused by any modification or adaptation made by Licensee to the Sisense Cloud without Licensor's express and prior written consent.

3.2. **Indemnification by Licensee.** Licensee shall defend Licensor against any claim, demand, suit, or proceeding brought against Licensor by a third party arising in connection with Licensee Data or Licensee's use of the Software or the Sisense Cloud in violation of the Sales Order, License

Agreement, and these Sisense Cloud Terms and Conditions (each a "**Claim**"). Licensee shall indemnify Licensor from any damages, attorneys fees, and costs finally awarded against Licensor as a result of a Claim or for any amounts paid by Licensor under a settlement of a Claim by Licensee, provided Licensor has (a) promptly given Licensee notice of the Claim (provided that Licensee'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) Licensee shall have sole control of the defense and settlement of the Claim (provided that Licensee shall not enter into any settlement that admits liability on behalf of Licensor or imposes any obligations on Licensor other than cessation of use of the allegedly infringing item or payment of amounts indemnified hereunder) and (c) Licensor shall provide Licensee all reasonable assistance requested by Licensee, at Licensee's expense.

4. **DATA PROTECTION**

    4.1. For purposes of this Section 4, the following definitions shall apply:

        4.1.1. **"Data Protection Legislation"** shall mean the EU General Data Protection Regulation (Regulation (EU) 2016/679) ("GDPR") and implementing legislation of European Union member states made pursuant thereto.

        4.1.2. **"Personal Data"** shall have the meaning ascribed to such term in the Data Protection Legislation.

    4.2. If Licensor processes any Personal Data on Licensee's behalf on the Sisense Cloud, the Parties record their intention that Licensee shall be the data controller and Licensor shall be a data processor (each as defined in the Data Protection Legislation), and in any such case:

        4.2.1. Licensee's obligations.

            A. **Transfer outside the EU/EEA.** Licensee acknowledges that Licensor staff who require access to Licensee Data (including Personal Data) to provide the Sisense Cloud and to perform Licensor's other obligations under this Schedule are located outside of the EU/EEA. Licensor shall comply with Articles 44 – 46 of GDRP with respect to access outside the. EU/EEA. Licensee Data shall be hosted in the region set forth on the applicable Sales Order and Licensor shall not host the Licensee Data in a different region without Licensee's prior written instruction.

            B. **Sub-processors.** Licensee agrees that Licensor may use sub-processors to host and perform certain functions of the Sisense Cloud, including but not limited to: data center hosting and processing infrastructure, data delivery, and performance analytics.

            C. **Legal Basis.** Licensee shall ensure that it is has the legal right and satisfies the legal requirements needed to allow Licensor to process the relevant Personal Data on its behalf in the location(s) specified on the Sales Order for the Sisense Cloud.

            D. **Security.** Licensee shall ensure that it has in place appropriate technical and organizational security measures to protect against unauthorized or unlawful processing of the Personal Data or its accidental loss, destruction or damage.

        4.2.2. Licensor's obligations.

            A. **Scope, Nature, and Purpose of Processing**. Licensor shall process Personal Data only for the purpose of performing its obligations under the License Agreement, any applicable Sales Order and these Sisense Cloud Terms and Conditions. Without limiting the generality of the foregoing, processing activities may include: uploading, hosting, combining, analyzing, creating graphs and visualizations, displaying and delivering Licensee Data as directed by Licensee using the Software functionalities, performing maintenance and support services, providing business intelligence

consulting services, creating aggregated and anonymous statistics and reports to improve Licensor's products and services, and maintaining logs for compliance with data retention laws and internal security and disaster recovery policies. Processing activities shall also include processing Licensee's payments and other information incidental to the business relationship between Licensor and Licensee. The processing activities may involve any category of data that is uploaded to the Sisense Cloud by Licensee, or otherwise generated or entered by Licensee during its use of the Sisense Cloud and Software, including but not limited to, databases, metadata, login and authentication credentials, email addresses, unique device identifiers, software usage information, and internet traffic and online activity information. Data subjects may be any of Licensee's Authorized Users or Viewers or other individuals who are protected by the Data Protection Legislation. The Sisense Cloud is not specifically intended for processing of any special categories of data.

B. **Instructions**. Except to the extent required by applicable law, Licensor processes Personal Data transferred to it only on behalf of Licensee and in accordance with the Licensee's instructions, whether expressed electronically through Licensee's use of the Software on the Sisense Cloud or otherwise. The parties acknowledge that Licensee controls the Licensee Data using the functionalities and settings of the Software, and that Licensee's use of such settings and functionalities will be considered as processing instructions given by Licensee to Licensor.

C. **Personnel**. Licensor shall ensure that its personnel accessing the Personal Data are subject to a duty of confidentiality with respect to Personal Data.

D. **Assistance**. Licensor shall provide reasonable assistance to Licensee with respect to the following (i) any requests from individuals exercising their rights to access, rectify, erase or object to processing of Personal Data pursuant to Data Protection Legislation; (ii) Licensee's security and data breach obligations, including notifying Licensee of any Personal Data breaches that Licensor is aware of or reasonably suspects; (iii) if Licensee needs to carry out a privacy impact assessment. Licensor reserves the right to charge a fee, consistent with the Data Protection Legislation, for complying with a request for assistance requiring significant effort and/or resources.

E. **Audit**. Licensor will submit to an audit by Licensee or a third party designated by Licensee to demonstrate Licensor's compliance with the obligations specified in this Section, at Licensee's sole expense, provided that Licensor has been given reasonable prior notice and the auditors are subject to reasonable confidentiality obligations.

Exhibit A
Sisense Cloud Scope

"Sisense Cloud" Sisense Cloud consists of "Cloud Hosting" and "Cloud Service" as follows:
Licensor Responsibilities

Licensor is responsible for the following:

<u>Cloud Hosting</u>

During the Subscription Period, a dedicated Windows server with the specifications and location listed in the Sales Order is deployed in a cloud environment managed by Licensor (the **"Environment"**).

<u>Cloud Service</u>
<u>Deployment of the Software</u>

- Software Installation. Licensor will install the Software in the Environment within 6 business days after the effective date of the applicable Sales Order

- Software Updates: Licensor will install and test Software Updates on a temporary Update instance and conduct application sanity tests before deployment to production.

<u>Enabling Access to the Software</u>
Licensor will provide Licensee the following methods of access to use the Software:
- Remote Desktop Web Access (RDWeb) to the data modeling layer using static IP addresses to the number of Admin Users licensed under the Sales Order.
- Public HTTPS access to the visualization layer to the number of Users licensed under the Sales Order.
- One site-to-site VPN connection will be provided for secured connection to data sources, if required.
- FTPS server will be provided for uploading assets to the Environment.

<u>Guidance on Access to the Environment</u>
Licensor will guide Licensee on setting up and configuring its access to the Environment, addressing the following issues:
- Setting up Licensee's access to the Environment
- Transferring assets, e.g. UI plug-ins, to the Environment
- Transferring source files, e.g. Excel files, to the Environment
- Deploying third-party connectors, external plug-ins, Dashboards/widgets embedding, SSO, white labeling and email reports

<u>Cloud Monitoring</u>
Licensor's Cloud Support Team will monitor the Environment and Software 24x7.

- Environment Monitoring consists of monitoring:

  - Server accessibility
  - Server resources including CPU, Memory and Disk utilization, and network.
  - Backup system
- Software monitoring consists of monitoring:
  - Use of Environment resources, such as memory consumption and query time
  - Completion of key system processes (e.g. ElastiCube Build Process)
  - Other issues critically affecting use of Software in the Environment
- Proactive notification of Sisense Customer Support regarding issues detected in the cloud environment where appropriate. Customer Support of Software issues remains subject to the Sisense Software Support Terms.

Licensee Responsibilities

Licensee is responsible for the following:

<u>Access to the Environment</u>

- Enabling access to the Environment

    - Provisioning outgoing whitelisted static IP addresses to access the Environment
    - Opening relevant ports for remote access and file transfers
    - Allowing access from the Environment to external systems/databases, if required
    - Compliance with security protocols required by Licensor

- Providing the HTTPS certificate, if Licensee is not using a standard Sisense domain
- Configuring a Site-to-site VPN and other security measures, if required by Licensee.
- Restricting access to the Environment to comply with Licensor's cloud access guidance. No other programs except those permitted by Licensor may be installed and run on the Environment.

<u>Licensee Data</u>

Licensee is responsible for all the data used with the Software, including

- Data integration to external systems/databases, if required
- Transfer of data files (e.g. Excel, csv) to designated folders in the Environment either via RDWeb or FTP client

<u>Business Intelligence</u>

Licensee is exclusively responsible for its Business Intelligence activities using the Software. Specifically, Licensor is not responsible for:

- Designing, creating and building Licensee's ElastiCube
- Design and creating Licensee's Dashboards and reports
- Defining and maintaining User lists, User roles, and User Groups
- Obtaining rights to access or integrate Licensee's ElastiCube with any external systems
- Software integration with other systems including but not limited to: user authentication, SSO, etc., if required, embedding and white labeling, and email reports

<u>System Operation</u>

- Troubleshooting and supporting any issues external to the Software and the Environment
- Testing Software Updates, when required, in coordination with Licensor

Sisense Cloud Support Terms

As part of the Sisense Cloud, Licensor shall provide the following support to resolve Cloud-specific issues only. Resolution of all other issues, including but not limited to all issues related to the Software, shall be addressed under the Software Support Terms.

1. **Definitions**

    1.1. "**Cloud Support**" means the support provided by a specialized Cloud Support Team monitoring and maintaining the Cloud Service as set forth in this Exhibit B.

    1.2. "**Contract Quarter**" means each three-month period commencing from the start date of the Subscription Term and from each anniversary thereto.

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

    1.4. "**Downtime**" means the total number of minutes of Unavailability within a Measured Period, excluding SLA Exclusions during such Measured Period.

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

    1.6. "**Quarterly Report**" means a report of any Downtime during a Contract Quarter.

    1.7. "**Scheduled Downtime**" shall mean any Downtime (i) of which Licensee is notified at least three (3) days in advance, or (ii) during a standard maintenance window, as published by Licensor from time to time. In either of the foregoing two situations, Licensor will use commercially reasonable efforts to ensure that the Scheduled Downtime falls between the hours from Sunday 00.00 through Monday 00.00 prevailing Eastern Standard Time.

    1.8. "**SLA Exclusions**" shall have the meaning ascribed to such term in Section 3 hereof.

    1.9. "**Software Support**" means the support services provided by Licensor in connection with Failures (as defined in the Software Support Terms) in the Software.

    1.10. "**Software Support Terms**" means Sisense Support Services Terms and Conditions as incorporated in the Agreement.

    1.11. "**Unavailability**" means the Software is inoperable or inaccessible to Viewers as indicated using Licensor's monitoring tools.

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

    1.13. "**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. **Availability SLA**

    2.1. During the Subscription Period for provision of Cloud Service to Licensee, Licensor will use commercially reasonable efforts to ensure that the Cloud Service is available for access and use by Licensee in accordance with the Agreement at a quarterly Uptime Percentage of at least 99.8%.

    2.2. Licensor's obligations hereunder are conditioned upon Licensee: (i) complying with the terms and conditions of the Agreement, including these Sisense Cloud Support Terms; (ii) complying with Licensor's instructions for performing corrective action; and (iii) connecting to the Sisense Cloud in full compliance with Licensor's instructions.

3. **SLA Exclusions**

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

3.1. Scheduled Downtime.

3.2. Issues related to data refreshing from Datasources in Elasticubes or Live Connect.

3.3. Individual Dashboards or Widgets are not functioning properly, but the issue does not affect other Dashboards or Widgets.

3.4. Errors attributable to BI activity, not system functions (e.g. Many-to-many data schemas, suboptimal Elasticube design).

3.5. Unavailability attributable to (a) causes beyond Licensor's reasonable control, including any Force Majeure event or the performance of any third party communications or internet service provider; (b) Licensee's failure to perform any obligation under the License Agreement that affects the performance of the Cloud Service; (c) the actions or omissions of Licensee, its permitted users or any third party acting on their behalf, or (d) Licensee's or any third party's equipment, software, or other technology not provided by Licensor;

3.6. Isolated instances of Unavailability lasting less than ten (10) minutes each, provided such instances are not recurring to such a degree that they materially impact Licensee's use of the Cloud Service.

4. **Response to Unavailability Incidents**

4.1. <u>Reporting</u>. If Licensee experiences Unavailability Licensee shall report it to the Support Services helpdesk as set forth in the Software Support Terms.

4.2. <u>Response to Unavailability</u>. Upon receipt by Licensor of a report of Unavailability, Licensor shall respond with an acknowledgement of such report within two (2) Hours of receipt as set forth in the Software Support Terms. Following acknowledgment Licensor will commence action to address the issue. Following repair of the issue causing Unavailability, Licensor shall report the cause of incident to Licensee.

If the reported issue is caused by one of the SLA Exclusions and/or is not a Sisense Cloud Unavailability issue, the issues will be addressed in accordance with the Software Support Terms.

4.3. <u>Repeated Unavailability</u>. If Licensee experiences repeated Unavailability, then upon Licensee's written request, Licensor will provide Licensee a Quarterly Report within ten (10) business days. If the Uptime Percentage shown on any Quarterly Report falls below 99.0% then upon Licensee's request, Licensor will provide a detailed report explaining the causes of the low uptime and a plan to remedy the failure to meet uptime commitments.