
PROFESSIONAL SERVICES TERMS AND CONDITIONS

This Schedule sets forth the terms and conditions applicable to professional services (the “**Services**”) to be performed by Sisense (“**Licensor**”) for the licensee (whether a direct licensee, OEM, or other license purchaser) (as relevant, such parties are referred to as “**Licensee**”) who purchased a license for the Sisense software (the “**Software**”) under a license agreement with Licensor (the “**License Agreement**”). These Professional Services Terms and Conditions, together with the applicable Sales Order(s) executed under the License Agreement (each, a “**Sales Order**”) and the Statement(s) of Work (“**SOW**”) executed by the parties and the general terms and conditions of the License Agreement (collectively, the “**Services Terms**”) set forth the terms under which Licensor will provide the Services to Licensee. By executing the Sales Order and/or SOW in which these Professional Terms and Conditions are incorporated, Licensee hereby accepts the terms and conditions set out below. These Professional Services Terms and Conditions, the applicable Sales Order(s) and the applicable SOW(s) represent the entire agreement between Licensee and Licensor with respect to the Services and supersede any prior proposal, representation, or understanding between the parties.

1. PROFESSIONAL SERVICES.

Professional Services provided by Licensor may consist of any of the following:

1.1. BI Consulting Services. “**BI Consulting Services**” consist of the services of a Sisense Business Intelligence Consultant (“**BIC**”) to provide guidance with respect to data analytics.

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

1.3. Onboarding Services. “**Onboarding Services**” consist of assistance by Licensor personnel with the initial implementation of the Software, including some or all of the following: Guidance regarding planning Software deployment, ElastiCube and dashboard design, connecting data sources, data modeling, etc. Unless otherwise expressly agreed by the parties in writing, Onboarding Services that are included in a Sales Order at no additional cost are provided remotely.

1.4. Project Management Services. “**Project Management Services**” consist of the services of a Project Manager (“**PjM**”) 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.

1.5. Solution Architecture Services. “**Solution Architecture Services**” consist of the services of a Sisense Solution Architect (“**SA**”) 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 Software.

1.6. Strategy Consulting Services. “**Strategy Consulting Services**” consist of consulting services relating to the development of analytics business strategies.

1.7. Technical Support Consulting Services. “**Technical Support Consulting Services**” shall consist of consulting services provided by a Technical Support Consultant (“**TSC**”) in support of implementation of various functionalities of the Software, such as system setup and configuration (SSO, SSL, AD, supported data connectors), multi-node setup and configurations (for supported deployment models) and Update and

Version implementation.

1.8. Training. “Training” consists of in-person or remote training services that are provided by Licensor on a standard or tailored basis to Licensees.

2. SCOPE.

2.1. Scope. Licensor will perform the Services and deliver the software and/or documents specified as deliverables in the applicable SOW for Development Services (the “**Deliverables**”) or the Materials (as defined in Section 5) provided through Services other than Development Services 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 Services under an SOW or Sales Order, Licensee may request or Licensor may recommend modifications to the SOW or Sales Order. Licensor will advise Licensee of the likely impact of any such change, including any effect on the fees and time for completion of the 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, and 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, Licensor will continue to provide the Services as if such change had not been requested or recommended.

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

3. PAYMENT.

3.1. Payment. In consideration for the Services and Deliverables, Licensee will pay Licensor the fees specified in the applicable Sales Order and/or SOW.

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

3.3. Invoices. Unless otherwise specified in the applicable Sales Order or SOW, Licensor shall submit invoices on a monthly basis for all fees, charges and expenses relating to the performance of the Services under the Sales Order or SOW. Payments shall be made in U.S. Dollars, or, if different, the applicable currency as set forth in the Sales Order or SOW, within thirty (30) days of receipt of invoice. Unless otherwise specified in the applicable Sales Order or SOW, the payment terms and conditions shall be as set forth in the Payment Terms provision of the License Agreement.

4. SECURITY AND PRIVACY. In general, the parties agree that Licensor will not be provided access to any actual data processed by the Licensee through use of the Software (“**Licensee Data**”), whether by way of transfer of Licensee Data to Licensor’s systems, access to Licensee’s systems or exposure to Licensee Data through shared screens, screen shots, etc., other than sample, hashed or anonymized data used for

development and testing purposes. If and to the extent it is agreed by the parties that Licensee will grant Licensor access to Licensee Data, Licensor shall employ and maintain commercially reasonable safeguards to protect the security and confidentiality of Licensee Data. Those safeguards will include, but will not be limited to, measures for preventing unauthorized access to or disclosure of Licensee Data. Licensor will not use or disclose Licensee Data except (a) as required to provide Support Services, (b) as required by law, or (c) as Licensee expressly permits Licensor in writing. Unless Licensor specifically agrees otherwise, the protection obligation stated in this Section 4 is Licensor's exclusive data protection obligation with respect to Licensee Data. Licensee shall be solely responsible for ensuring that granting Licensor access to Licensee Data as set forth in this Section 4 does not violate applicable laws governing the use of Licensee Data, including but not limited to the rights of data subjects whose information is included in the Licensee Data. If required, Licensee shall be responsible for removing or redacting data subject to security restrictions or anonymizing personally identifiable information.

5. OWNERSHIP.

5.1. 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 Licensor, whether or not specifically recognized or perfected under the laws of the jurisdiction in which the Services are used or licensed. No work product of Licensor shall be construed as or deemed to be a "work made for hire". Accordingly, Licensee acknowledges that Licensor retains sole and exclusive ownership of all right, title and interest to all Deliverables. Licensor 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 Licensee dispute or contest Licensor's exclusive ownership rights in any Deliverables. Notwithstanding the above, Licensor grants to Licensee 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 Licensee under the License Agreement for the Software. In addition, unless otherwise agreed in the applicable SOW, no Deliverables shall be supported by Licensor under the support services provided pursuant to the License Agreement unless the SOW specifies that Licensor will certify such Deliverables as eligible for support services.

5.2. Materials. Licensor may furnish Licensee with reports, analyses or other such materials (the "**Materials**"). Licensee 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 Licensor.

Licensee acknowledges that Licensor 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 Services, and nothing contained herein precludes Licensor from developing or disclosing such materials and information provided that the same do not contain or reflect Licensee Confidential Information.

With respect solely to Materials provided as a result of performance of Strategy Consulting Services, Licensee 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 Licensee, remain in and/or are assigned to Licensor. The parties will cooperate with each other and execute such other documents as may be appropriate to achieve the objectives of this Section.

6. WARRANTY.

6.1. Warranty. Licensor warrants that it shall use commercially reasonable efforts in performing the Services. Licensor further warrants that any Deliverable provided through the 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 Licensee notifies Licensor that any Deliverable fails to conform with such specification within the period set forth in the preceding sentence, Licensor shall remedy the failure by using commercially reasonable efforts to correct errors. Licensor shall have no obligation to provide support services for any Deliverable after the expiry of the warranty period set forth above.

6.2. Disclaimer. LICENSOR'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 SERVICES OR ANY DELIVERABLES AND ALL OTHER REPRESENTATIONS, STATUTORY OR OTHERWISE ARE EXCLUDED.

7. LIABILITY. LICENSOR WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, LICENSOR'S MAXIMUM AGGREGATE LIABILITY UNDER THESE SERVICES TERMS AND ALL SOW'S EXECUTED HEREUNDER SHALL BE LIMITED TO THE TOTAL AMOUNTS PAID BY LICENSEE TO LICENSOR UNDER THE APPLICABLE SALES ORDER.

8. TERM AND TERMINATION.

8.1. Term. These Services Terms will remain in effect throughout the term of the License Agreement.

8.2. Termination. An SOW or performance of Services hereunder may be terminated without prejudice to any other rights or remedies under these Services Terms or in law, in any one of the following events: (i) by Licensor for non-payment of fees when due or owing; (ii) by either party if the other party commits a material breach of these Services Terms 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 Services specified therein unless otherwise specified therein. Termination of this 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.

9. PRIORITY. In the event of a conflict between or among these Services Terms, a Sales Order, an SOW and/or the License 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. The Services Terms.
4. The License Agreement.