

Sisense Marketplace Terms and Conditions

These Sisense Marketplace Terms and Conditions (“**Marketplace Terms**”) set forth the terms applicable specifically to the download and use of the add-ons (including plugins, widgets, Integrations, Infusion Apps and Data Pipelines) in the Sisense Marketplace (“**Add-Ons**”). Add-Ons are offered for download as part of the applicable Sisense product (the “**Product**”) that is licensed to a Sisense customer or Sisense-authorized reseller (as relevant, such parties are referred to herein as “**Customer**”) under the terms of Customer’s Master Subscription Agreement (or OEM License Agreement, End User License Agreement, or Customer Agreement, as applicable, including any applicable Sales Order(s), addendums and amendments thereto) (the “**Agreement**”). These Marketplace Terms supplements and is hereby incorporated into the Agreement. Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Agreement.

1. **DEFINITIONS.** Terms and expressions defined herein will have the following meanings:
 - 1.1. “**Marketplace**” means the Sisense Marketplace available at <https://www.sisense.com/marketplace/> (as may be updated from time to time in Sisense’s sole discretion).
 - 1.2. “**Partner**” means a third-party partner (other than Sisense) who is authorized by Sisense to offer an Add-On in the Marketplace.
 - 1.3. “**Partner Add-On(s)**” means those Add-Ons in the Marketplace which are designated in the Marketplace as developed, published and/or provided by a Partner.
 - 1.4. “**Third-Party Products**” means products and services provided by third parties which certain Add-Ons may interoperate with or be used in connection with.
 - 1.5. “**You**” or “**your**” means the person or entity using the Marketplace, whether on behalf of Customer or Sisense-authorized reseller.
2. **Conditions of Add-On Use.** Downloading, accessing, use and distribution of an Add-On is subject to your Agreement and to these Marketplace Terms. Customer is solely responsible for ensuring that (a) its use of the Add-On does not violate any third-party terms of service, license or other legal terms, does not infringe upon any third party’s intellectual property and does not damage any third party systems or data and (b) it has all the rights to use any data, images and materials it uses with the Add-On. By downloading and using an Add-On from the Sisense Marketplace, you warrant that you are authorized by the Customer to accept these Marketplace Terms and to bind the Customer to them.
3. **Disclaimer of Warranties.** THE MARKETPLACE AND ALL ADD-ONS ARE PROVIDED “AS-IS”. SISENSE MAKES NO REPRESENTATIONS, CONDITIONS, OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATED TO OR IN CONNECTION WITH THE ADD-ONS, REGARDLESS OF WHETHER SUCH ADD-ON IS OFFERED BY SISENSE OR A PARTNER. SISENSE DISCLAIMS AND EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY OF NONINFRINGEMENT OF THIRD PARTIES’ RIGHTS. SISENSE DOES NOT WARRANT THAT CUSTOMER’S USE OF ANY ADD-ON WILL BE UNINTERRUPTED OR THAT THE OPERATION OF ANY ADD-ON WILL BE ERROR-FREE OR SECURE OR THAT IT WILL BE COMPATIBLE WITH ALL OF CUSTOMER’S BUSINESS REQUIREMENTS. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SISENSE BE LIABLE FOR ANY

INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR BUSINESS OPPORTUNITIES OR DAMAGE TO REPUTATION. NO SISENSE DEALER, DISTRIBUTOR, RESELLER, AGENT, OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS, OR ADDITIONS TO THIS WARRANTY DISCLAIMER AND ANY OTHER SUCH TERMS OR REPRESENTATIONS SHALL NOT BE BINDING ON SISENSE.

4. **Sisense Add-Ons.** With respect only to Add-Ons which are developed by Sisense (and not a Partner or any other third party), subject to your compliance with the Agreement and these Marketplace Terms and payment of any applicable fees related to the Add-On (if any), Sisense grants you a limited license to download, access and use the Add-On, and such license shall be subject to all license limitations and restrictions applicable to the Product as set forth in the Agreement. In the event any additional terms and conditions apply to a particular Sisense Add-On (“Add-On Terms”), such Add-On Terms are incorporated into and shall supplement these Marketplace Terms, and in the event of a conflict between the Add-On Terms and these Marketplace Terms, these Marketplace Terms shall prevail. You hereby acknowledge that you are not granted a license to any software or intellectual property rights, and no ownership rights are being conveyed to you in connection with any Add-On, whether express or implied.
5. **Partner Add-Ons.**
 - 5.1. **Partner Add-On Terms.** Customer acknowledges and agrees that, with respect to Partner Add-Ons, Sisense is agreeing to facilitate the access to the applicable Partner Add-On by Customer from Partner, however, Sisense is not responsible for the delivery or performance of such Partner Add-On. The terms and conditions regarding use or receipt of a Partner Add-On are between Customer and the Partner offering the applicable Partner Add-On. Any questions, concerns or disputes that arise based on your use of a Partner Add-On should be addressed with the Partner and not with Sisense.
 - 5.2. Customer further acknowledges and agrees that Partners are external third-party software providers and are not sub-processors of Sisense. Partners may access Customer’s data (including but not limited to Customer Data) in accordance with the explicit instructions provided to Partner by Customer (in Customer’s sole discretion). Sisense is not responsible for any access, use, transfer or security of data or any other information by any Partner.
 - 5.3. **Disclaimer.** Sisense does not own or control the Partner Add-Ons and makes no representations or warranties regarding any aspect of the Partner Add-Ons (including but not limited to the security, privacy, non-infringement, or quality of any Partner Add-On). Sisense is not responsible or liable for Customer’s use of a Partner Add-On, and any questions, concerns or disputes that arise based on Customer’s use of a Partner Add-On should be addressed with the Partner and not with Sisense.
6. **Third-Party Products.**
 - 6.1. **Third-Party Product Terms.** The ability of an Add-On to function with a Third-Party Product depends on the Third-Party Product and the configuration of the Add-On by Customer. Customer acknowledges that to use a Third-Party Product in connection with any Add-On, Customer is responsible for reviewing and complying with all terms and conditions applicable to such Third-Party Product, and acknowledges that such terms and conditions have not been reviewed or approved by Sisense.

- 6.2. **Disclaimer.** SISENSE DOES NOT WARRANT OR GUARANTEE IN ANY WAY THAT ANY ADD-ON WILL INTEROPERATE WITH A THIRD-PARTY PRODUCT OR COMPLY WITH THE TERMS AND CONDITIONS OF ANY THIRD-PARTY PRODUCT. SISENSE DOES NOT PROVIDE SUPPORT OR MAINTENANCE FOR ANY THIRD-PARTY PRODUCTS. THIRD-PARTY PRODUCTS ARE NOT UNDER THE CONTROL OF SISENSE AND SISENSE IS NOT RESPONSIBLE FOR ANY ASPECT OF THE THIRD-PARTY PRODUCT. SISENSE DOES NOT WARRANT OR ENDORSE AND DOES NOT ASSUME AND WILL NOT HAVE LIABILITY OR RESPONSIBILITY TO CUSTOMER OR ANY OTHER THIRD PARTY FOR ANY ASPECT OF A THIRD-PARTY PRODUCT.
7. **Indemnity.** You agree to hold Sisense (and its affiliates, officers, agents, and employees) harmless from any claims by any third parties and any damages, losses, costs, and expenses (including attorneys' fees) arising out of Customer's use of the Marketplace or any Add-Ons or breach of these Marketplace Terms.