

Additional Terms for Australia

If Sisense Australia Pty Ltd is party to the Master Subscription Agreement (the "Agreement"), the following definitions and the below Section 13.10 are added to the Agreement:

13.10 **"Australian Consumer Law"** means schedule 2 of the *Competition and Consumer Act 2010* (Cth) and any equivalent state or territory legislation.

"Consumer Guarantee" means a right or guarantee the Customer may have under the Australian Consumer Law or other rights in relation to the supply of goods or services (such as terms implied into a contract) that cannot lawfully be excluded.

Consumer Guarantees.

13.10.1 Customer acknowledges that the goods and services provided under this Agreement are not of a kind ordinarily acquired for personal, domestic or household use or consumption. In addition, to the extent purchases of goods or services hereunder exceed the value specified in the Australian Consumer Law as the upper limit specified in Sections 3(1) or Section 3(3) of such law, the provisions set forth in this Section relating to Consumer Guarantees will not apply.

13.10.2 Subject to Section 10.4.2, Sisense's liability in respect of any breach of or failure to comply with any Consumer Guarantee is limited to the following: (i) in the case of goods, to: (a) the replacement of the goods or the supply of equivalent goods; (b) the repair of the goods; (c) the payment of the cost of replacing the goods or of acquiring equivalent goods; or (d) the payment of the cost of having the goods acquired; and (ii) in the case of services, to (i) the supplying of the services again; or (ii) the payment of the cost of having the services supplied again.

13.10.3 The liability of Sisense in respect of a breach of or a failure to comply with a Consumer Guarantee will not be limited in the way set out in this Section 10.4. if (i) the goods or services supplied are goods or services 'of a kind ordinarily acquired for personal, domestic or household use or consumption', as that expression is used in section 64A of the Australian Consumer Law; (ii) It is not 'fair or reasonable' for Sisense to rely on such limitation in accordance with section 64A(3) of the Australian Consumer Law; or (iii) the relevant Consumer Guarantee is a guarantee pursuant to sections 51, 52 or 53 of the Australian Consumer Law.

13.10.4 Customer agrees that, to the extent it is permitted under the applicable Product Addendum to use the Product as part of a Bundled Product (as defined in such Product Addendum), such use represents purchase of the Product provided hereunder for purposes of resupply.