

7Dxperts Reseller Terms and Conditions (SaaS)

ThoughtSpot Analytics Platform – Resold by 7Dxperts

Lot 2b – Software as a Service (SaaS)

Version: 1.0

Effective date: Date of the relevant and applicable first Call-Off Agreement

Document owner: 7Dxperts UK Limited

Reseller model statement (contractual)

Customer contracts with 7Dxperts as reseller. ThoughtSpot is the original software manufacturer and the operator of the hosted SaaS service ("ThoughtSpot Cloud"). ThoughtSpot (not 7Dxperts) is responsible for platform operations, hosting, security of the SaaS platform, maintenance/patching, and OEM product support. 7Dxperts provides the commercial interface to Customer, first-line support triage, and escalation management to ThoughtSpot.

1. Parties and structure

1.1 Supplier / Reseller: 7Dxperts UK Limited ("7Dxperts", "Supplier", "Reseller").

1.2 Customer / Buyer: The contracting public sector body purchasing under a call-off ("Customer").

1.3 OEM / Vendor: ThoughtSpot, Inc. and/or its relevant group company ("ThoughtSpot", "OEM").

1.4 These Reseller Terms govern the reseller relationship for the Services described in the Order Form and Service Definition.

2. Definitions

"Services" Access to ThoughtSpot Cloud (the SaaS) and any reseller support/professional services expressly included in the Order Form.

"Order Form" The call-off schedule or order document specifying subscription tier, term, fees, user counts and options.

"OEM Terms" The ThoughtSpot legal terms, program guides and policies listed in Schedule 1 (as updated in accordance with clause 4.4).

"Service Credits" Any credits issued under ThoughtSpot's service level terms and applied as described in clause 9.

"Customer Data" Data Customer (or its users) inputs into or makes available to the Services, including data queried from Customer's data warehouse(s).

3. Incorporation and order of precedence

3.1 These Reseller Terms apply to the extent referenced in the Order Form/call-off.

3.2 Order of precedence (highest first):

1. the CCS G-Cloud Call-Off Contract (where used) or other mandatory framework terms;
2. the Order Form / call-off schedules;
3. the Service Definition;
4. these Reseller Terms;
5. the OEM Terms (incorporated by reference).

3.3 If there is a conflict, the higher-precedence document governs. Customer purchase orders or standard terms do not apply unless expressly agreed in writing by 7Dxperts.

4. OEM Terms (flow-down / pass-through)

4.1 The Services include access to ThoughtSpot Cloud which is subject to the OEM Terms listed in Schedule 1, incorporated by reference.

4.2 Customer agrees to comply (and ensure its users comply) with the OEM Terms, including acceptable use, restrictions, and security requirements.

4.3 Where OEM Terms impose obligations on "customer", "subscriber" or "authorised user", those obligations apply to Customer under this agreement for usage purposes, without creating privity of contract between Customer and ThoughtSpot.

4.4 Updates: ThoughtSpot may update its OEM Terms from time to time. Updates apply prospectively. Where an update materially reduces Customer's core rights for the paid term, Customer may terminate the affected subscription element on notice and receive a pro-rata refund of unused prepaid fees for that element, unless the change is required by law or for security.

5. Subscription grant and usage limits

5.1 Subject to payment and compliance, 7Dxperts grants Customer a non-exclusive, non-transferable right during the subscription term for authorised users to access and use the Services solely for Customer's internal business purposes, and only in accordance with the OEM Terms, Order Form and these Reseller Terms.

5.2 Customer must not: (a) reverse engineer except as permitted by law; (b) circumvent security; (c) share credentials; (d) use the Services unlawfully; (e) exceed licensed limits without ordering more.

6. Provision of SaaS and support

6.1 SaaS delivery: ThoughtSpot provides and operates ThoughtSpot Cloud. 7Dxperts does not host or operate the SaaS.

6.2 Reseller support: Unless otherwise agreed, 7Dxperts provides first-line triage and escalation management via email/ticketing during agreed support hours in the Order Form/Service Definition.

6.3 OEM support: Product/platform support beyond first-line triage is provided by ThoughtSpot according to the subscription tier and OEM support policy (see Schedule 1).

6.4 Professional services: Any onboarding, enablement, integration or training by 7Dxperts is provided only if expressly included in the Order Form or under a separate Statement of Work (SOW).

7. Customer responsibilities

7.1 Customer is responsible for its users and for maintaining secure credentials and SSO configuration; lawful use; its network and connectivity; and its data warehouse/lakehouse, data quality, governance and permissions.

7.2 Customer will promptly provide information reasonably required to diagnose issues and cooperate with support investigations, including permitting escalation to ThoughtSpot where necessary.

8. Fees, invoicing and payment

8.1 Fees are as set out in the Order Form. Subscription fees are payable in advance unless otherwise agreed.

8.2 Unless stated otherwise, fees exclude VAT.

8.3 If Customer exceeds licensed limits, 7Dxperts may invoice true-up fees and/or require Customer to purchase additional capacity/users.

8.4 Non-payment may result in suspension under clause 13.

9. SLA, availability and service credits

9.1 Platform availability commitments and service credits are those offered by ThoughtSpot under the OEM Terms (Program Guide / SLA).

9.2 Service credits are Customer's exclusive remedy for SaaS availability failures to the extent stated in the OEM SLA.

9.3 Where ThoughtSpot issues service credits, 7Dxperts will pass through such credits to Customer on the same basis 7Dxperts receives them, typically as credits against future invoices rather than cash, and subject to Customer meeting the OEM claim requirements and timelines.

10. Data protection and security

10.1 Roles: Customer is Controller (or Processor as applicable). ThoughtSpot is typically a Processor/Sub-processor for SaaS elements; 7Dxperts is a reseller and is an independent Controller for account and commercial contact data, and a Processor for support tickets to the extent they contain personal data.

10.2 The parties will enter into a Data Processing Agreement (DPA) where required. Customer authorises ThoughtSpot as a sub-processor for the Services in accordance with the OEM DPA (Schedule 1) and any supplementary DPA agreed with 7Dxperts (Schedule 2).

10.3 Unless expressly agreed in writing with appropriate controls, Customer must not upload special category data or highly sensitive data to the Services.

10.4 7Dxperts will implement appropriate technical and organisational measures for its own systems used for ticketing/support and will limit access on a need-to-know basis.

11. Confidentiality

11.1 Each party shall protect the other's Confidential Information using at least the same degree of care it uses for its own, and no less than a reasonable standard of care.

11.2 Permitted disclosures include disclosures to the OEM and subcontractors solely as necessary to provide the Services, subject to confidentiality obligations.

11.3 Customer acknowledges 7Dxperts may share relevant ticket and diagnostic information with ThoughtSpot to resolve incidents.

12. Intellectual property

12.1 All intellectual property rights in the SaaS platform and OEM documentation remain with ThoughtSpot and its licensors.

12.2 7Dxperts retains intellectual property rights in its own materials, methods, templates and tooling.

12.3 Customer retains intellectual property rights in Customer Data.

12.4 Feedback may be used by ThoughtSpot and/or 7Dxperts without restriction and without obligation, unless prohibited by law.

13. Suspension

13.1 7Dxperts (and/or ThoughtSpot via 7Dxperts) may suspend access immediately where required by law, to address a security risk, where Customer is in material breach (including non-payment or misuse), or where continued use threatens the Services.

13.2 Where practicable, 7Dxperts will provide notice and work with Customer to remedy. Suspension does not excuse payment obligations accrued.

14. Term and termination

14.1 Term is as per the Order Form.

14.2 Either party may terminate for material breach not cured within 30 days of notice (or shorter where breach is not capable of cure).

14.3 7Dxperts may terminate immediately for unlawful use, repeated misuse, or if ThoughtSpot terminates/suspends the OEM service due to Customer's breach of OEM Terms.

14.4 On termination/expiry, Customer access ends. Customer is responsible for exporting required data/metadata before expiry as per OEM capabilities and timelines.

15. Exit assistance (optional)

15.1 On request, 7Dxperts can provide paid exit support (export guidance, configuration handover, documentation) at then-current rates or as agreed in a SOW.

16. Warranties and disclaimers (reseller protection)

16.1 7Dxperts warrants it has authority to resell the Services.

16.2 OEM SaaS warranty: The SaaS is provided by ThoughtSpot under the OEM Terms. To the maximum extent permitted by law, 7Dxperts makes no independent warranty regarding the SaaS platform's performance, availability or fitness for purpose beyond what is expressly stated in the Order Form/call-off and OEM Terms.

16.3 Customer acknowledges analytics outputs depend on Customer Data and configuration; 7Dxperts is not responsible for decisions made based on outputs.

17. Indemnities

17.1 To the extent ThoughtSpot provides intellectual property infringement protection under the OEM Terms and 7Dxperts receives that protection, 7Dxperts will pass it through to Customer on equivalent terms, subject to Customer complying with claim procedures.

17.2 Customer indemnifies 7Dxperts against claims arising from Customer Data, Customer's breach of OEM Terms, or unlawful use.

17.3 Any indemnities for 7Dxperts professional services (if purchased) should be included in the relevant SOW or expressly stated in the Order Form.

18. Limitation of liability

18.1 Nothing limits liability for death/personal injury caused by negligence, fraud, or other liability that cannot be excluded by law.

18.2 Subject to 18.1, 7Dxperts is not liable for outages, data loss, security incidents, or failures of the OEM SaaS platform except to the extent caused by 7Dxperts' own breach.

18.3 Subject to 18.1, 7Dxperts is not liable for indirect or consequential losses, loss of profit, revenue, goodwill, or anticipated savings.

18.4 Subject to 18.1, 7Dxperts' total aggregate liability arising out of or in connection with the Services in any 12-month period shall not exceed the fees paid or payable to 7Dxperts for the Services in that 12-month period (unless a different cap is stated in the call-off/Order Form).

18.5 Customer's exclusive remedy for SaaS downtime is service credits under the OEM SLA where applicable (clause 9).

19. Compliance

19.1 Each party will comply with applicable laws including data protection, anti-bribery, and sanctions/export controls.

19.2 Customer will not use the Services to store, transmit or process unlawful content or in breach of export controls.

19.3 Customer is responsible for its FOIA and transparency obligations; 7Dxperts will assist reasonably where legally required, subject to confidentiality and applicable law.

20. Audit and records

20.1 Customer must maintain records necessary to verify compliance with licensed limits.

20.2 7Dxperts and/or ThoughtSpot may audit usage (including through technical measures) and/or request reasonable evidence of compliance. Material overuse may result in true-up and reasonable audit costs.

21. Subcontracting and OEM reliance

21.1 Customer acknowledges the SaaS is delivered using ThoughtSpot and its subcontractors/sub-processors as disclosed by ThoughtSpot.

21.2 7Dxperts may subcontract elements of first-line support or professional services with Customer's prior written consent (not to be unreasonably withheld), except for the inherent use of ThoughtSpot and its subcontractors for the SaaS.

22. Changes

22.1 ThoughtSpot may update the SaaS as part of continuous improvement. Where an update materially reduces core functionality for the paid term, clause 4.4 applies.

22.2 7Dxperts may update support processes reasonably, without reducing agreed service commitments.

23. Notices

23.1 Notices must be in writing and sent to the addresses/emails specified in the Order Form.

24. Force majeure

24.1 Neither party is liable for failure caused by events beyond reasonable control (including cloud provider failures, widespread internet outages), provided it mitigates and notifies.

25. Assignment

25.1 Customer may not assign without Supplier consent except as permitted under the Call-Off.

25.2 7Dxperts may assign to an affiliate or successor in connection with a reorganisation or sale of business.

26. Entire agreement

26.1 This agreement (including incorporated documents) is the entire agreement and supersedes prior discussions, subject to the order of precedence in clause 3.

27. Third party rights

27.1 No third party has rights under the Contracts (Rights of Third Parties) Act 1999, except where a document in the order of precedence grants enforceable rights expressly.

28. Governing law

28.1 England and Wales; exclusive jurisdiction of English courts (unless the Call-Off states otherwise).

Schedule 1 – ThoughtSpot OEM terms and policies (incorporated by reference)

The following ThoughtSpot documents apply to the SaaS service resold by 7Dxperts (as applicable to the subscription purchased).

Document	Applies to	Version / date (from ThoughtSpot)	Location
ThoughtSpot Cloud Subscription Agreement	ThoughtSpot Cloud (SaaS)	Version: 2 August 2024	ThoughtSpot Legal page (ThoughtSpot Cloud section)
ThoughtSpot Cloud Program Guide	Support, security program and SLA for ThoughtSpot Cloud	Dated: 2025-12-03 (Program Guide 1225)	ThoughtSpot Legal page (Program Guide link)
ThoughtSpot Data Processing Addendum (DPA)	Data processing and SCCs (where applicable)	Signature date shown: 24 September 2025	ThoughtSpot Legal page (DPA link)
Privacy Statement	Business contact data and general privacy notices	As published by ThoughtSpot	ThoughtSpot Privacy Statement page
Data Privacy Framework Policy (if applicable)	International transfer framework disclosures	As published by ThoughtSpot	ThoughtSpot Legal page (Policies section)

Notes:

- Only documents relevant to the purchased subscription apply (for example, embedded or application licence documents apply only if explicitly ordered).
- Where ThoughtSpot updates documents, clause 4.4 governs how updates apply during the paid term.
- Customer should retain a copy of the applicable ThoughtSpot documents as at the Order Form effective date for audit and governance.

Schedule 2 – Data processing

If the Customer requires a supplemental DPA with 7Dxperts for reseller support processing (e.g., support tickets containing personal data), the parties will execute a short-form DPA covering:

- subject matter and duration (support services only)
- nature and purpose of processing
- types of personal data and categories of data subjects
- technical and organisational measures
- sub-processors and international transfers (if any)
- incident notification and audit approach

Where Customer purchases only the OEM SaaS subscription and uses no 7Dxperts support channels containing personal data, Schedule 2 may be omitted.

Schedule 3 – Order Form

The Order Form/call-off should specify at minimum:

- subscription tier / edition and any add-ons
- subscription term and renewal approach (if applicable)
- authorised users / usage metrics and limits
- deployment region / data residency requirements (if applicable)
- support wrap purchased from 7Dxperts (if any)
- fees, invoicing schedule, and purchase order reference (if applicable)
- implementation/training services (if any)