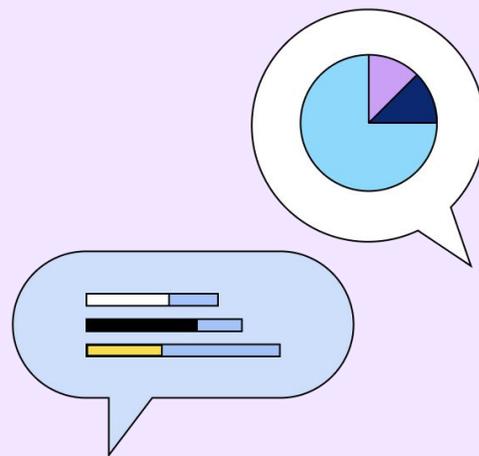




Supplier Code of Conduct

01



Introduction

At ThoughtSpot, Inc. (“**ThoughtSpot**”, “**We**”, or “**Our**”), we believe that everyone will thrive if they have quicker, easier access to actionable insights. Our Core Values of Trust, Customer Obsession, Innovation & Intensity guide every decision we make, help differentiate our culture and strengthen our relationships with our customers, our team members, our partners, our shareholders and our community. We are committed to conducting business ethically and legally across all our global operations, and we expect our business partners to share in this commitment. Our Supplier Code of Conduct (the “**Supplier Code**”) sets out expectations for our business partners in the areas of business integrity, labor practices, anti-corruption, health and safety, environmental impact, diversity and inclusion. ThoughtSpot is committed to protecting human rights and strives to develop environmentally and socially sustainable chains of responsibility within our sphere of influence.

ThoughtSpot expects the business partners that we work with, including all vendors, consulting firms, staffing agencies, agency temps, and partners (“**Suppliers**”), to adhere to the high standards set forth in this Supplier Code as a condition of doing business with ThoughtSpot. If you suspect illegal or unethical practices, it is your responsibility to report it to ThoughtSpot.

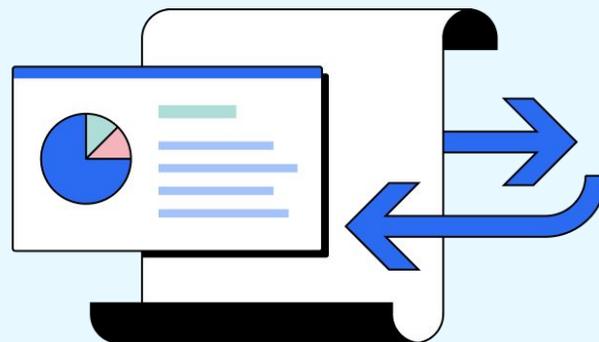
Reporting Violations

Our Supplier Code serves as a guide to ethical Supplier conduct. However, no single document can answer every question. If you are unsure of what to do, reach out to the contact below. Voicing concerns helps us all to do business ethically and proactively address problems or issues.

It is our expectation that our business partners will report any violation of laws, rules, regulations, or this Supplier Code in connection with a ThoughtSpot transaction or engagement immediately to the ThoughtSpot Legal Department. Part of conducting business with ThoughtSpot includes compliance with this Supplier Code. We have the right to terminate business with a Supplier who fails to adhere to the Supplier Code. If it is determined a Supplier does not adhere to the Supplier Code, they must correct their actions to ensure compliance with the requirements outlined in this document. We expect that our Suppliers will not retaliate against anyone who, in good faith, reports a violation or suspected violation or assists in an inquiry into such a report. Acting in good faith means that the report is made sincerely and honestly; it does not matter whether it turns out to be true

Suppliers should report any known or suspected violations of laws, rules, regulations, or this Supplier Code to legal@thoughtspot.com.

02



Integrity and Compliance with Laws

Anti-Bribery

ThoughtSpot Suppliers must not permit or engage in any form of corruption, extortion, or bribery – whether they are working with government officials or solely in the private sector. ThoughtSpot Suppliers must not offer, give, or authorize any gift, loan, fee, reward, bribe, or other advantage to any customer, government official, government employee, or ThoughtSpot employee to improperly influence any action or decision. All ThoughtSpot Suppliers must follow applicable international anti-corruption laws, including the U.S. Foreign Corrupt Practices Act (“FCPA”), the UK Bribery Act, and the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

Competition

ThoughtSpot expects Suppliers to compete fairly and legitimately. Suppliers are responsible for complying with all applicable laws designed to preserve the competitive market system. Often referred to as competition or antitrust laws, these laws govern a wide range of business activities including setting prices and purchasing, selling and marketing goods and services. Activities that demonstrate anti-competitive behavior include: (i) fixing or controlling prices, (ii) conspiring amongst competitors to undermine a competitive bidding process, (iii) boycotting suppliers or customers, (iv) tying or bundling unrelated products to restrict competition without providing benefits to customers, (v) limiting the production or sale of products or product lines, and (vi) discriminatory pricing.

Conflicts of Interest

Suppliers must avoid situations that may involve a conflict or the appearance of a conflict between their personal interests and the interests of ThoughtSpot. These situations may compromise a Suppliers’ ability to act objectively with respect to ThoughtSpot. ThoughtSpot wishes to keep all business relationships free of conflicts and expects Suppliers to report any potential conflicting situations to ThoughtSpot. This includes, but is not limited to, any close personal or family relationships with employees at ThoughtSpot. A “conflict of interest” occurs when personal or professional interests or activities interfere with, or appear to interfere with, the best interests of ThoughtSpot or Supplier.

Export Controls

Suppliers must comply with all applicable import and export control laws and will not export, re-export, download or otherwise transmit ThoughtSpot’s products to: (i) any country or region subject to a U.S. embargo or comprehensive trade sanctions, (ii) any individual or entity identified on any U.S. Government restricted party lists (including the Consolidated Sanctions, Specially Designated Nationals, Denied Persons, Entity, or Unverified Lists) or (iii) any end user with knowledge or reason to know that ThoughtSpot’s products will be used for nuclear, chemical, or biological weapons proliferation, or for missile-development purposes.

Data Protection and Privacy

ThoughtSpot is committed to protecting the privacy and security of personal data in our developer ecosystem, and of our employees, contractors, customers and end users. We expect Suppliers to comply with both the contractual protections agreed with ThoughtSpot and all applicable data privacy laws and regulations when processing the personal data of ThoughtSpot employees, contractors, customers and end users. Suppliers will only access, store or process personal data provided by ThoughtSpot in connection with a legitimate business purposes and will only use personal data as necessary for such legitimate business purpose. ThoughtSpot expects Suppliers to implement appropriate safeguards, which at a minimum are in accordance with current industry standards, to ensure the protection, integrity, and security of personal data in accordance with applicable data privacy laws and security standards, which includes requiring subcontractors to comply with similar requirements.

ThoughtSpot Suppliers may only use ThoughtSpot intellectual property, such as trade secret information, copyrights, patents and trademarks, in a manner permitted under their contract with ThoughtSpot and may not misappropriate or infringe the intellectual property rights of others. ThoughtSpot Suppliers must not misuse any trade secrets or proprietary or confidential information of ThoughtSpot or of others for their own purposes or disclose such information to unauthorized third parties. ThoughtSpot Suppliers must notify ThoughtSpot if they become aware of any unauthorized use of ThoughtSpot intellectual property.



Record Keeping and Financial Integrity

ThoughtSpot relies on our books and records to report our financial results, make required legal filings, and make business decisions. As our Supplier, you must keep accurate books and records of all your business dealings with ThoughtSpot. These records must be in accordance with applicable standard accounting practices. Side agreements, whether written or oral, will not be honored or accepted by ThoughtSpot if such agreements were not previously approved by a ThoughtSpot employee authorized to approve.

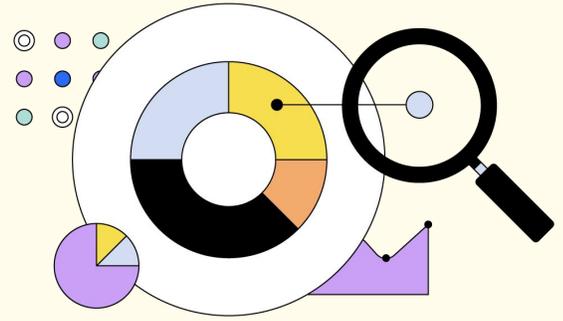
If you know of any actual or potential financial, accounting, or books and records issue related to ThoughtSpot, speak to a ThoughtSpot resource or submit a report to legal@thoughtspot.com.

Use of Artificial Intelligence

In addition to Supplier's continued compliance with any agreements between Supplier and ThoughtSpot, Supplier must adhere to the highest standards of responsible and ethical practices throughout the development and use of artificial intelligence ("AI"). Supplier must be accountable for AI systems throughout the AI systems' lifecycle and ensure that any development or use of AI systems is in compliance with all applicable laws, regulations, and contracts. Without limiting any other of Supplier's obligations, Supplier shall:

- not train on ThoughtSpot data, unless otherwise agreed to in a separate agreement between Supplier and ThoughtSpot;
- ensure that any AI systems used or developed by Supplier are robust, secure, and safe throughout their entire lifecycle;
- develop and use AI systems in a manner that respects human rights and human-centric values, including: fairness, privacy, and data protection, and avoiding discrimination and bias.
- be transparent about AI systems;
- ensure the explainability, auditability, and traceability of AI systems used or developed by Supplier; and
- establish and maintain appropriate governance, policies, and procedures that promote the responsible, accountable, and ethical use of AI systems.

03



Labor Standards

Freely Chosen Employment

ThoughtSpot Suppliers and their suppliers must not use forced, bonded, or indentured labor or involuntary prison labor. Our Suppliers must only utilize labor where the individuals performing such labor have freely chosen such employment – their workforce must not be a result of slavery or the trafficking of persons. Our Suppliers and their suppliers should not transport, harbor, or recruit vulnerable persons by means of threat, force, coercion, abduction, or fraud. We expect Suppliers to adhere to all applicable anti-modern slavery and human trafficking laws, including the UK Modern Slavery Act 2015. Workers shall not be required to relinquish control of identity or immigration papers, including, but not limited to, passports, drivers' licenses, or work permits. Additionally, Suppliers must ensure that all work is voluntary and that their employees are free to resign their employment in accordance with applicable law.

Child Labor

We do not tolerate the use of underage labor and will not work with Suppliers that utilize underage workers. Suppliers shall adhere to minimum age provisions set forth in local laws and regulations and should not use workers that are under the legal age for employment. Suppliers may employ workers that are younger than 18 years of age, if they are legally employed in accordance with the law of the country in which they are working. Suppliers must monitor any and all employees under the age of 18 to ensure they are performing age-appropriate tasks, in age-appropriate working conditions, and are protected from any type of labor likely to jeopardize their health or safety.

This Supplier Code is not intended to list all the forms of behavior that are considered unacceptable. Conduct not specifically listed that is contrary to ThoughtSpot's policies or otherwise prohibited may also result in discipline.

Diversity and Non-Discrimination

ThoughtSpot Suppliers must not unlawfully discriminate in employment opportunities or practices on the basis of gender, race, color, religion, age, citizenship, sexual orientation, gender identity, gender expression, marital status, pregnancy, national origin, ancestry, physical or mental disability or condition, or any other protected class under applicable laws.

Working Hours and Compensation

ThoughtSpot expects its Suppliers to ensure their workers have reasonable work schedules that comply with all applicable laws, including national, federal, and local laws. While it is understood that overtime may be required, ThoughtSpot expects Suppliers to carry out their services in a way that promotes humane and productive working conditions. Suppliers shall comply with local laws regarding payment and working hours, including overtime, rest days and public holidays. Compensation paid to employees shall comply with all applicable local wage laws, including those relating to minimum wages, overtime hours, and legally mandated benefits.

Freedom from Harassment

ThoughtSpot Suppliers must never allow unlawful harassment, bullying, or physical punishment in the workplace. This would include any conduct that may foster an offensive or hostile work environment, such as unwelcome or unsolicited sexual advances, threats of physical harm or violent behavior, or use of discriminatory slurs or inappropriate remarks or jokes.

Health and Safety

We expect Suppliers to provide all employees with safe and healthy working conditions that comply with local laws. Safe and healthy working conditions include offering emergency training and resources, practicing industrial hygiene, and enacting equipment safety initiatives, as appropriate. Suppliers should take proactive measures to prevent workplace hazards.



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Environmental Standards



Permits and Registrations

ThoughtSpot Suppliers must obtain all required environmental registrations, permits, and approvals and comply with applicable reporting requirements.

Protecting the Environment

ThoughtSpot is committed to protecting and respecting our environment. At a minimum, we expect our Suppliers to follow all applicable environmental laws, regulations, and standards. This includes requirements for chemical and waste management and disposal, recycling, industrial wastewater treatment and discharge, air emissions controls, environmental permits, and environmental reporting. Suppliers must comply with all requirements regarding conflict minerals, exercise proper due diligence, and provide evidence that they are in compliance.

Community Involvement

ThoughtSpot seeks to work with Suppliers who share our commitment to social and economic development and the sustainability of the communities we serve. Therefore, we encourage our Suppliers to proactively and positively engage with their communities.

05

Application of Supplier Code



Certification

When requested by ThoughtSpot, each Supplier covered by this Supplier Code shall have an authorized representative certify that they have read and understood this Supplier Code and commits the ThoughtSpot Supplier to complying with this Supplier Code.

Application

ThoughtSpot may audit compliance with this Supplier Code. Any violations will be reported to the ThoughtSpot Supplier's management for their attention and, if appropriate, corrective action. It is the intention of ThoughtSpot to terminate its relationship with any Supplier who does not comply with this Supplier Code or, upon discovery of noncompliance, does not commit to a specific plan to achieve compliance. In addition, violations may be reported to the law enforcement authorities when appropriate.





About ThoughtSpot

ThoughtSpot is the Modern Analytics Cloud company. With ThoughtSpot, anyone can leverage natural language search and AI to find data insights and tap into the most cutting edge innovations the cloud data ecosystem offers, extend the value of their data to partners and customers, and automate entire business processes.

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