

## TABLEAU ACCELERATOR

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#### 1. License

1.1. License Grant. Subject to all of the terms and conditions of this Agreement, during the term of this Agreement, Tableau grants you a limited, worldwide, non-transferable, non-sublicensable, non-exclusive, fully paid-up, license to access, download, install, copy, and use the Accelerator and related documentation for your internal business purposes solely with a properly licensed Tableau Product. You may copy and use any documentation made available with the Accelerator only in connection with your licensed use of the Accelerator. You acknowledge that you are obtaining only a limited license to the Accelerator and documentation described in this section and that no ownership rights are being conveyed to you under this Agreement, the relevant Tableau Product terms or otherwise.

1.2. License Restrictions. As a condition of your license, you will not (and will not allow any third party to): (a) distribute, sell, sublicense, rent, lease or use the Accelerator (or any portion) for time-sharing, hosting, as a service provider or any other commercial purposes, except as expressly permitted under this Agreement or your applicable Tableau Product EULA; (b) remove any Accelerator identification, proprietary, copyright trademark, service mark, or other notices contained in the Accelerator; (c) modify any part of the Accelerator using anything other than a Tableau Product or Tableau API provided specifically for such purpose, or incorporate the Accelerator into or with other software; (d) publicly disseminate performance information or analysis (including, without limitation, benchmarks) from any source relating to the Accelerator; (e) use the Accelerator or any data visualization created using the

Accelerator with an improperly licensed or unlicensed Tableau Product; (f) use the Accelerator in violation of any law; or (g) decompile, disassemble, or otherwise reverse engineer the Accelerator or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the Accelerator by any means whatsoever.

1.3. **Feedback.** If you make available to Tableau any ideas, feedback, or suggestions regarding the Accelerator (“**Feedback**”), or any documentation, Tableau may use, disclose, distribute and otherwise exploit such Feedback in any manner without charge or obligation on account of intellectual property rights or otherwise.

1.4. **Privacy Policy.** You acknowledge that the Tableau [Privacy Policy](#) applies if you provide any personal information in connection with this Agreement.

1.5. **Non-Tableau App.** For the avoidance of doubt, the Accelerator is a “Non-Tableau App” for purposes of the relevant Tableau Product documentation, including, the [Tableau Software End License Agreement](#), the [Tableau Online Subscription Agreement](#) and the [Salesforce Master Subscription Agreement](#).

## **2. Term**

2.1. **Term and Termination.** This Agreement will remain in effect until terminated as set forth in this Section. Tableau may terminate this Agreement at any time, for any reason, upon written notice to you. Upon termination of this Agreement, your license to use the Accelerator will be terminated, and you will cease any use of the Accelerator and delete or destroy all copies of the Accelerator in your possession.

2.2. **Survival.** Sections 1.2, 1.5, 2.2, 3, 4, 5, 6, and 8 survive any termination of this Agreement.

**3. Disclaimer of Warranties.** THE ACCELERATOR IS PROVIDED “AS-IS.” TABLEAU DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES, CONDITIONS OR UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT WITH REGARD TO ANY ACCELERATOR, IN-WHOLE OR IN-PART, INCLUDING, WITHOUT LIMITATION ANY CODE, DATA OR CONTENT, OR ITS HOSTING, AVAILABILITY OR OTHERWISE. YOU MAY HAVE CERTAIN STATUTORY RIGHTS. HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, WILL BE LIMITED TO THIRTY (30) DAYS FROM THE DATE YOU FIRST DOWNLOAD OR ACCESS THE ACCELERATOR, WHICHEVER IS EARLIER. WITHOUT LIMITING THE FOREGOING, AND FOR THE AVOIDANCE OF DOUBT, TABLEAU DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING ANY TABLEAU PRODUCT, THIRD PARTY DATA, CONTENT OR SERVICES (“**THIRD PARTY SERVICES**”), USER DATA, CONTENT, OR THE HOSTING, AVAILABILITY OR TECHNICAL SUPPORT OF ANY OF THE FOREGOING.

**4. Support and Maintenance.** Unless otherwise stated by Tableau in writing, no support, maintenance, or updates of any kind are provided for Accelerators.

**5. Limitation of Liability.** TABLEAU WILL NOT BE LIABLE FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, UNAVAILABILITY OR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS OR COSTS OF COVER), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF TABLEAU OR ANY OF ITS AFFILIATES WAS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. TABLEAU'S ENTIRE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED USD \$100.00. FOR THE AVOIDANCE OF DOUBT, TABLEAU DOES NOT OWE YOU ANY OBLIGATION OR LIABILITY OF ANY KIND WITH RESPECT TO THE ACCELERATOR, TABLEAU PRODUCT, THIRD PARTY SERVICES, USER DATA, CONTENT OR THE HOSTING, AVAILABILITY OR TECHNICAL SUPPORT OF THE FOREGOING. THE PARTIES AGREE THAT THE LIMITATIONS SPECIFIED IN THIS SECTION WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

**6. Indemnification.** You will indemnify and hold harmless Tableau, its affiliates and their officers, directors, employees and agents from and against all claims, damages, losses and expenses (including reasonable attorneys' fees) arising out of any third party claim involving a breach of any of your obligations under this Agreement.

**7. Export Compliance.** You acknowledge that the Accelerator is subject to United States export control and economic sanctions laws, regulations, and requirements, and to import laws, regulations, and requirements of foreign governments. You agree that: (a) all use, exports, and imports related to this Agreement will be in compliance with these laws and regulations; and (b) you will not allow any third party to export, re-export, or transfer any part of Accelerator in violation of these laws and regulations. The foregoing obligations include, but are not limited to, you or a third party exporting, transferring, or importing the Accelerator to: (i) any country subject to export control, embargo or economic sanctions implemented by any agency of the U.S. or foreign governments; (ii) any person or entity on any of the U.S. Government's Lists of Parties of Concern (<https://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-of-concern>) or applicable international specially-designated parties or economic sanctions programs; (iii) to any end-user for any known end-use related to the proliferation of nuclear, chemical or biological weapons or missiles, without first obtaining any export license or other approval that may be required by any U.S. Government agency having jurisdiction with respect to the transaction; or (iv) otherwise in violation of any export or import laws, regulations or requirements of any United States or foreign agency or authority.

## **8. General**

**8.1. Assignment.** This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Tableau may assign this Agreement to any affiliate or in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of Tableau's assets or voting securities. You may not assign or transfer this Agreement, in whole or in part, without Tableau's written consent. Any attempt to transfer or assign this Agreement without such written consent will be null and void.

8.2. Severability. If any provision of this Agreement will be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision will be limited to the minimum extent necessary so that this Agreement will otherwise remain in effect.

8.3. Governing Law. This Agreement will be governed by and construed in accordance with the governing law provisions of the applicable Tableau Product license agreement. If none is specified, then the laws of the State of Washington and the United States will apply, without regard to conflicts of laws provisions, and the jurisdiction and venue for actions related to the subject matter of this Agreement will be the state and federal courts located in Seattle, Washington, and both parties hereby submit to the personal jurisdiction of such courts.

8.4. Audit Rights. Any monitoring, inspection or audit rights Tableau or its affiliates have under any Tableau Product EULA with respect to the relevant Tableau Product will also apply with respect to the Accelerator, notwithstanding any expiration or termination of the Tableau Product EULA.

8.5. Notices and Reports. Any notice or report hereunder will be in writing. If to Tableau, such notice or report will be sent to Tableau at 1621 N. 34th St., Seattle, WA 98103 to the attention of "Legal Department". If to Tableau by email, such notice or report will be sent to legal@tableau.com. If to you, such notice will be sent through the Tableau Products. Notices and reports will be deemed given: (a) the same day, if through the Tableau Products; (b) upon receipt if by personal delivery; (c) upon receipt if sent by certified or registered mail (return receipt requested); or (d) one day after it is sent if by next day delivery by a major commercial delivery service.

8.6. Government End-Users. The Accelerator is commercial computer software. If the user or licensee of the Accelerator is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Accelerator, or any related documentation of any kind, including technical data and manuals, is restricted by a license agreement or by the terms of this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Accelerator was developed fully at private expense. All other use is prohibited.

8.7. Modifications. Tableau may modify this Agreement from time to time by giving notice to you. The modified Agreement will become effective on the date set forth in the notice, and all other changes will become effective upon posting of the change. If you access or use the Accelerator after the effective date, that use will constitute your acceptance of any revised terms and conditions.

8.8. Amendments; Waivers. Except as otherwise provided in this Agreement, no supplement, modification, or amendment of this Agreement will be binding, unless executed in writing by a duly authorized representative of each party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived.

8.9. Entire Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications between you and Tableau relating to the Accelerator.