



TABLEAU ADD-ON LICENSE AGREEMENT

This Tableau Add-On License Agreement (“**Agreement**”) governs the installation, access to and use of the **Tableau Add-On**. The Tableau Add-On is meant for use solely with the software, products or services made available by SFDC or its affiliates and indicated in the documentation for the Tableau Add-On (“**SFDC Products**”), and, as applicable, the third party database or content source specified on the relevant information page or documentation for the Tableau Add-On (“**Third Party Service**”). This Agreement is entered between the end user customer (individual or entity) that has downloaded, installed or otherwise accessed the Tableau Add-On (“**you**”) and the Salesforce company described in section 10.3, below (“**SFDC**”). For purposes of this Agreement, “Tableau Add-On” means the connector, web extension, dashboard extension, accelerator or other add-on developed by SFDC or its affiliates and made available through the Tableau Exchange, AppExchange or other location, including any included files, code, data, content, materials, updates or supplements, to the extent such other add-on is identified by SFDC to be a Tableau Add-On.

BY DOWNLOADING, INSTALLING OR ACCESSING THE TABLEAU ADD-ON, YOU ARE ACCEPTING ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN AGREEMENT SIGNED BY YOU AND LEGALLY BINDING BETWEEN YOU AND SFDC. IF YOU DO NOT AGREE TO ALL OF THESE TERMS AND CONDITIONS, DO NOT DOWNLOAD, INSTALL OR ACCESS THE TABLEAU ADD-ON. IF YOU WISH TO USE THE TABLEAU ADD-ON AS AN EMPLOYEE, CONTRACTOR, OR AGENT OF A CORPORATION, PARTNERSHIP OR OTHER ENTITY, THEN YOU MUST BE AUTHORIZED TO SIGN FOR AND BIND THE ENTITY IN ORDER TO ACCEPT THE TERMS OF THIS AGREEMENT AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT AND AUTHORITY TO DO SO.

1. License

1.1. License Grant. Subject to your compliance with this Agreement, including Section 1.2, SFDC grants you a limited, worldwide, non-transferable, non-sublicensable, non-exclusive, royalty-free, fully paid-up license during the term to access, download, install, copy and use the Tableau Add-On for your internal business purposes and solely for use with your properly licensed SFDC Products and, as applicable, the properly licensed Third Party Service. You may copy and use any documentation made available with the Tableau Add-On only in connection with your licensed use of such Tableau Add-On.

1.2. License Restrictions. As a condition of your license, you will not (and will not allow any third party to): (a) decompile, disassemble, or otherwise reverse engineer the Tableau Add-On or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats, or programming interfaces of the Tableau Add-On by any means; (b) distribute, sell, sublicense, rent, lease or use the Tableau Add-On (or any portion thereof), whether for time-sharing, hosting, as service provider or for any other purpose; (c) remove any Tableau Add-On identification, proprietary notice, copyright, trademark, service mark or other notices contained in the Tableau Add-On; (d) modify any part of the Tableau Add-On, create a derivative work of any part of the Tableau Add-On, or incorporate the Tableau Add-On into or with software, hardware or services other than compatible SFDC Products; (e) publicly disseminate performance information or analysis (including, without limitation, benchmarks) from any source relating to the Tableau Add-On; (f) use the Tableau Add-On or, as applicable, any data visualization created using the Tableau Add-On with an improperly licensed or unlicensed SFDC Product or in violation of the license terms applicable to such SFDC Product; or (g) use the Tableau Add-On in violation of any law or of any agreement you have with respect to any third party. Notwithstanding the foregoing, the limitation in (d) with respect to modification of the Tableau Add-On does not apply with respect to accelerators to the extent such modifications are made using a SFDC Product or SFDC API provided by SFDC specifically for such purpose.

1.3. Ownership of IP. SFDC reserves all right, title and interest in and to the Tableau Add-On, including all related intellectual property rights. You acknowledge that you are obtaining only a limited license to the Tableau Add-On described in Section 1.1 and that no ownership rights are being conveyed to you under this Agreement, whether by implication, estoppel or otherwise. Subject to Section 1.4, you will own any right, title, and interest to



any authorized modifications and improvements made by you, subject to SFDC's ownership in the Tableau Add-On and any SFDC intellectual property rights.

1.4. Feedback. If you make available to SFDC any comments, modifications, improvements, enhancements, requests, recommendations, ideas, corrections, suggestions or other feedback regarding the Tableau Add-On, SFDC Products or any documentation ("**Feedback**"), you grant SFDC and its affiliates a worldwide, perpetual, irrevocable, royalty-free license, with the right to grant sublicenses through multiple tiers of distribution, to use, run, copy, maintain, publicly perform, make and have made modifications, disclose, distribute and otherwise exploit such Feedback and any modifications of Feedback in any manner.

1.5. Third Party Services. SFDC does not own control or license Third Party Services to which the Tableau Add-On may connect. Any use of a Third Party Service and use or sharing of User Data or Content with a Third Party Service is solely between you and the applicable third party provider. "**User Data**" means any electronic data and information collected, stored, shared or otherwise processed in connection with the Tableau Add-On, SFDC Products or the Third Party Service, including any data or information related to your use of the Tableau Add-On, the SFDC Products or the Third Party Service. "**Content**" means all data and other content made available to you through the Tableau Add-On, the SFDC Products or the Third Party Service. SFDC is not responsible for any third party data, content, or any disclosure, modification or deletion of User Data or Content resulting from access or failure to access a Third Party Service.

1.6. Fees. SFDC currently makes available the Tableau Add-On at no charge, but reserves the right to charge a fee in the future for use of the Tableau Add-On (and will modify the Agreement as set forth in Section 10.6).

2. Relationship to Other Agreements

2.1. SFDC Product Terms. This Agreement is limited to the Tableau Add-On and does not convey any right to use any other SFDC products, or modify any other agreements that you may have with SFDC or any of its affiliates. You agree that (a) purchase of SFDC Products is not contingent on the delivery of or use of the Tableau Add-On in any way; and (b) use of the Tableau Add-On is not contingent on the delivery of any future SFDC Product, functionality or feature, or on any oral or written public comments by SFDC regarding any of the foregoing.

2.2. Non-SFDC Application. For the avoidance of doubt, except as expressly stated on an SFDC order form, whether or not SFDC charges a fee for use of the Tableau Add-On, the Tableau Add-On is a "Non-SFDC Application" or equivalent for purposes of the relevant SFDC Product terms, including the [Salesforce Main Services Agreement](#) or Tableau EULA.

3. Privacy. Your agreement for the SFDC Product with which you are running the Tableau Add-On provides terms applicable to SFDC's use, if any, and protection of your data. For more information on SFDC's privacy practices, please see our [Privacy Statement](#).

4. Term

4.1. Term and Termination. This Agreement will remain in effect until the earlier of: (a) termination by you or SFDC; (b) your violation of this Agreement; (c) your removal or deletion of the Tableau Add-On; or (d) termination or expiration of your license to the SFDC Product with which the Tableau Add-On is used. SFDC may terminate the Agreement for any reason upon notice. Upon termination of this Agreement, your license to use the Tableau Add-On will automatically terminate, and you will cease any use of the Tableau Add-On and delete or destroy all copies of the Tableau Add-On in your possession.

4.2. Survival. Sections 1.2, 1.3, 1.4, 2, 3, 4.2, 5, 6, 7, 8, 9 and 10 will survive any expiration or termination of this Agreement.

5. Disclaimer of Warranties. THE TABLEAU ADD-ON IS PROVIDED "AS IS" AND AT YOUR OWN RISK. SFDC DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES, CONDITIONS OR UNDERTAKINGS OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH REGARD TO THE TABLEAU ADD-ON OR ANY DATA, CONTENT OR OTHER COMPONENT THEREOF, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, HOSTING AVAILABILITY OR NONINFRINGEMENT. SFDC DISCLAIMS ALL LIABILITY FOR ANY



HARM OR DAMAGES CAUSED BY ANY THIRD PARTY SERVICE. SFDC MAY DISCONTINUE THE TABLEAU ADD-ON AT ANY TIME IN ITS SOLE DISCRETION. NOTHING IN THIS SECTION LIMITS EITHER PARTY'S WARRANTIES UNDER OTHER AGREEMENTS, INCLUDING ANY AGREEMENTS YOU MAY HAVE WITH SFDC OR ITS AFFILIATES FOR USE OF SFDC PRODUCTS.

6. Support and Maintenance. SFDC has no obligation to provide any updates, maintenance or support for the Tableau Add-On, or to modify or maintain any SFDC Product in any way to accommodate ongoing use of the Tableau Add-On. However, SFDC may, in its sole discretion, make available support, updates or maintenance for the Tableau Add-On, when and if made commercially available by SFDC.

7. Limitation of Liability. IN NO EVENT WILL LL SFDC OR ANY OF ITS AFFILIATES HAVE ANY LIABILITY UNDER THIS AGREEMENT TO YOU OR ANY OTHER THIRD PARTY FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES BASED ON LOST PROFITS, DATA, BUSINESS OR USE, HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SFDC'S LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED \$1,000.00

8. Confidential Information. All code, inventions, know-how, business, technical and financial information, and other confidential and proprietary information you obtain from SFDC in connection with this Agreement constitute the confidential property of SFDC ("**Confidential Information**"). Any software (including the Tableau Add-On), documentation or technical information provided by SFDC (or its agents), performance information relating to the Tableau Add-On and the terms of this Agreement are Confidential Information of SFDC without any marking or further designation. Except as expressly authorized by SFDC, you will hold in confidence and not disclose any Confidential Information to anyone other than your affiliates, employees and consultants ("**Representatives**") who have a need to know and who agree in writing to keep the information confidential on terms no less restrictive than those contained in this Agreement. You will ensure that your Representatives comply with this Agreement and will be responsible for any unauthorized use or disclosure of Confidential Information by such Representatives. Your nondisclosure obligation shall not apply to information which you can document: (a) was rightfully in your possession or known to you prior to receipt of the Confidential Information; (b) is or has become public knowledge through no fault of your own; (c) is rightfully obtained by you from a third party without breach of any confidentiality obligation; (d) is independently developed by your employees who had no access to such information; or (e) is required to be disclosed pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to SFDC). You acknowledge that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by you, SFDC shall be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

9. Export Compliance. You acknowledge that the Tableau Add-On 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 the Tableau Add-On 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 Tableau Add-On 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.



10. General

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

10.2. 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.

10.3. SFDC Contracting Entity, Notices, Governing Law and Venue. The SFDC entity entering into this Agreement, the address to which you should direct notices under this Agreement, the law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement, and the courts that have jurisdiction over any such dispute or lawsuit, depend on where you are domiciled.

If Customer is domiciled in:	The SFDC entity entering into this Agreement is:	Notices should be addressed to:	Governing law is:	Courts with exclusive jurisdiction are:
The United States of America, Mexico or a Country in Central or South America or the Caribbean	salesforce.com, inc., a Delaware corporation	Salesforce Tower, 415 Mission Street, 3rd Floor, San Francisco, California, 94105, U.S.A., attn: VP, Worldwide Sales Operations, with a copy to attn: General Counsel.	California and controlling United States federal law	San Francisco, California, U.S.A.
Brazil	Salesforce Tecnologia Ltda., a Brazilian company	Av. Jornalista Roberto Marinho, 85, 14º Andar - Cidade Monções CEP 04576-010 São Paulo – SP	Brazil	São Paulo, SP, Brazil

Canada	salesforce.com Canada Corporation, a Nova Scotia corporation	Salesforce Tower, 415 Mission Street, 3rd Floor, San Francisco, California, 94105, U.S.A., attn: VP, Worldwide Sales Operations, with a copy to attn: General Counsel.	Ontario and controlling Canadian federal law	Toronto, Ontario, Canada
France	salesforce.com France, a French S.A.S company with a share capital of 37,000 €, registered with the Paris Trade Registry under number 483 993 226 RCS Paris, Registered office: 3 Avenue Octave Gréard, 75007 Paris, France	Salesforce.com Sarl, Route de la Longeraie 9, Morges, 1110, Switzerland, attn: Director, EMEA Sales Operations, with a copy to attn.: Legal Department - Service Juridique, 3 Avenue Octave Gréard, 75007 Paris, France.	France	Paris, France
Germany	salesforce.com Germany GmbH, a limited liability company, incorporated in Germany	Salesforce.com Sarl, Route de la Longeraie 9, Morges, 1110, Switzerland, attn: Director, EMEA Sales Operations, with a copy to attn.: Legal Department - Erika-Mann-Strasse 31-37, 80636 München, Germany.	Germany	Munich, Germany



Italy	Salesforce.com Italy S.r.l., an Italian limited liability company having its registered address at Piazza Filippo Meda 5, 20121 Milan (MI), VAT / Fiscal code n. 04959160963	Salesforce.com Sarl, Route de la Longeraie 9, Morges, 1110, Switzerland, attn: Director, EMEA Sales Operations, with a copy to attn.: Legal Department	Italy	Milan, Italy
Spain	Salesforce Systems Spain, S.L.U., a limited liability company incorporated in Spain	Salesforce.com Sarl, Route de la Longeraie 9, Morges, 1110, Switzerland, attn: Director, EMEA Sales Operations, with a copy to attn.: Legal Department - Paseo de la Castellana 79, Madrid, 28046, Spain	Spain	Madrid, Spain

10.4. Audit Rights. Any monitoring, inspection or audit rights SFDC or its affiliates have under any SFDC Product agreement with respect to the relevant SFDC Product will also apply with respect to the Tableau Add-On, notwithstanding any expiration or termination of the SFDC Product agreement.

10.5. Government End-Users. The Tableau Add-On is commercial computer software. If the user or licensee of the Tableau Add-On is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Tableau Add-On, 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 Tableau Add-On was developed fully at private expense. All other use is prohibited.

10.6. Modifications. SFDC may modify this Agreement from time to time by giving notice to you through the Tableau Add-On, SFDC Products or on the applicable exchange on which the Tableau Add-On is available. 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 Tableau Add-On after the effective date, that use will constitute your acceptance of any revised terms and conditions.

10.7. 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.

10.8. 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 SFDC relating to the Tableau Add-On.