

TABLEAU ONLINE SUBSCRIPTION AGREEMENT

BY CHECKING THE ACCEPTANCE BOX OR ACCESSING OR USING ALL OR ANY PORTION OF TABLEAU ONLINE, YOU ARE ACCEPTING ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AS PUBLISHED ON TABLEAU'S WEBSITE AT WWW.TABLEAU.COM (AS MAY BE RELOCATED BY TABLEAU FROM TIME TO TIME). YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN AGREEMENT SIGNED BY YOU AND LEGALLY BINDING BETWEEN YOU AND TABLEAU SOFTWARE, LLC OR THE APPLICABLE TABLEAU AFFILIATE ("TABLEAU"). IF YOU DO NOT AGREE TO ALL OF THESE TERMS AND CONDITIONS, DO NOT ACCESS OR USE TABLEAU ONLINE. IF YOU WISH TO USE TABLEAU ONLINE 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. IN THE EVENT YOU ARE REDIRECTED TO TABLEAU'S WEBSITE, YOU AGREE THAT YOUR USE IS SUBJECT TO ANY [TERMS OF SERVICE](#) POSTED THEREON. TABLEAU MAY MODIFY THIS AGREEMENT AS SET FORTH IN SECTION 12.18 (MODIFICATIONS TO THIS AGREEMENT).

This Tableau Online Subscription Agreement ("**Agreement**") is between Tableau and the customer (individual or entity) that has purchased a subscription to Tableau Online ("**you**" or "**your**"). "**Tableau**" means the Tableau entity designated on the applicable Ordering Document. "**Ordering Document**" means any order on a Tableau order form which references this Agreement. Each Ordering Document which references this Agreement shall be deemed a part of this Agreement. The "**Effective Date**" of this Agreement is the date which is the earlier of (a) your initial access to Tableau Online through any online provisioning, registration or order process, or (b) the effective date of the first Ordering Document referencing this Agreement.

1. TABLEAU ONLINE

1.1. Provision of Tableau Online. Tableau Online is a hosted service permitting you to access Tableau's data visualization products, as such products may be modified, enhanced, and/or updated from time to time ("**Tableau Online**"). Provision of Tableau Online to you involves the ongoing operation, support and improvement of Tableau Online for all users. Tableau Online is described more fully in the then-current version of any supporting product help and technical specifications documentation provided by Tableau with Tableau Online to you including without limitation the Tableau Trust and Compliance Documentation at <https://trust.salesforce.com/en/trust-and-compliance-documentation/> ("**Documentation**"). Documentation does not include white papers, community forums, training videos, tutorials, Knowledge Base articles or other similar resources which may be made available for your convenience. Tableau Online is provided on a subscription basis for a set term designated herein or in the applicable Ordering Document (each, a "**Subscription Term**"). This Agreement applies only to Tableau Online and does not grant you rights to any other Tableau services or software. All access rights and technical capabilities for each Authorized User are as set forth in the Documentation and Ordering Document. All undefined names of Software products have the meanings given to them in the Documentation.

1.2. Evaluation Access.

If Tableau has made available to you free, trial or evaluation access to Tableau Online ("**Evaluation Access**"), you may use such access solely for the purpose of evaluating Tableau Online to determine whether to purchase a subscription from Tableau. You may not use Evaluation Access for any other purposes, including but not limited to competitive analysis, commercial, professional or for-profit purposes. Evaluation Access is limited to fourteen (14) days from the date you activate your Evaluation Access, unless otherwise specified by Tableau in the applicable Ordering Document or a separate writing from Tableau ("**Evaluation Period**"). Unless you purchase a subscription for Tableau Online, your Evaluation Access may be terminated and, in any event your right to access and use Tableau Online automatically expires at the end of the Evaluation Period. Upon any termination or expiration of the Evaluation Period, your Evaluation Access will cease and you will no longer have access to any Customer Data used in connection with such Evaluation Access. Notwithstanding any other provision of this Agreement, Evaluation Access is provided "AS IS" without warranty or support of any kind, express or implied. Tableau may terminate your Evaluation Access at any time for any reason and without liability of any kind. IF YOU SUBSEQUENTLY PURCHASE A SUBSCRIPTION TO TABLEAU ONLINE, YOUR EVALUATION ACCESS SHALL IMMEDIATELY TERMINATE AND YOU EXPRESSLY AGREE THAT, UNLESS YOU HAVE A SEPARATE SIGNED AGREEMENT GOVERNING YOUR ACCESS TO AND USE OF TABLEAU ONLINE, THIS AGREEMENT, AND THE TERMS AND CONDITIONS HEREIN,

SHALL GOVERN YOUR USE OF SUCH NON-EVALUATION VERSION.

1.3. Access to Tableau Online. Subject to the terms and conditions of the Agreement, and except as set forth in Section 5 (Term and Termination) Tableau hereby grants to you a non-exclusive, non-transferable, non-sublicensable (except as permitted under Section 1.5), worldwide right during the applicable Subscription Term to access and use Tableau Online solely for your business purposes but only in accordance with: (i) the Documentation and the [Acceptable Use and External Facing Services Policy](#); (ii) the restrictions in Section 1.1 (Provision of Tableau Online), Section 1.7 (General Restrictions), and Section 2 (Customer Data and Your Obligations) and (iii) any restrictions designated on the applicable Ordering Document, including, but not limited to the number of Authorized Users ("**Access Grant**"). You will use reasonable efforts to prevent any unauthorized access to or use of Tableau Online and the Documentation, and will promptly notify Tableau in writing of any unauthorized access or use of which you become aware and provide all reasonable cooperation to prevent and terminate such access or use.

1.4. Authorized Users. "**Authorized Users**" means those uniquely identified individuals subject to an Access Grant who are authorized by you to use and access Tableau Online for any purpose regardless of whether those individuals are actively using Tableau Online at any given time. The Authorized Users will receive user IDs and passwords to access Tableau Online. These credentials are granted to individual, named persons and may not be shared. You will ensure that all Authorized Users keep these credentials strictly confidential. Each Authorized User's access right may be further specified in the Documentation and on the applicable Ordering Document as "Viewer", "Explorer" or "Creator" access, and the technical capabilities available to each Authorized User within Tableau Online shall be as set forth in the Documentation. Subscriptions to Tableau Online may be permanently reassigned between uniquely identified individuals over time, but may not be reassigned so frequently as to enable the sharing of a single Tableau Online subscription between multiple users. You may allow your Contractors and Affiliates to access Tableau Online as Authorized Users in accordance with this Agreement, provided you shall remain liable for all acts and omissions of your Affiliates and Contractors as if their breach were your own. "**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with you (where "**control**," means direct or indirect ownership or control of more than 50% of your voting interests). "**Contractor**" means those independent third parties who perform services related to this Agreement for you, but solely to the extent they are acting on your behalf.

1.5. Client Sublicensees. Subject to the terms and conditions of this Agreement, during the Subscription Term, you may permit third-parties ("**Client Sublicensees**") to be Authorized Users of your account to Tableau Online, but only so the Client Sublicensees may (1) interact with visualizations generated by you through your use of Tableau Online

and based on Visualization Access Data or (2) themselves create visualizations using Visualization Access Data, provided that in each case the Visualization Access Data is relevant to your provision of services to that particular Client Sublicensee (“**Visualization Access**”). “**Visualization Access Data**” means Customer Data, but excludes data generated by a Client Sublicensee unless such data is combined with your data or is relevant to your provision of services to such Client Sublicensee. In providing such access to Client Sublicensees, you may not act as “Marketing Service Provider”, “Service Bureau” or other entity with a similar business model. Client Sublicensees may not use or access Tableau Online for any other purposes except as expressly permitted in this Section 1.5. For the avoidance of doubt, Client Sublicensees may not access any Creator Software package licenses to Tableau Online for any purpose. You shall ensure that all Client Sublicensees’ use of Tableau Online is limited as described in this Section 1.5 by designating the appropriate access levels for Client Sublicensees within Tableau Online. You shall be solely responsible for your relationships with Client Sublicensees and for any of your own products or offerings used in connection with the Software. You must disclaim on Tableau’s behalf (in a legally effective manner) any direct or indirect indemnity, warranty, support or other obligation or liability to Client Sublicensee. You acknowledge that Tableau does not assume and should not be exposed to the business and operational risks associated with your business or any aspects of providing Visualization Access to your Client Sublicensees, and therefore you shall be liable for all acts and omissions of Client Sublicensees as if their acts or omissions were your own.

1.6. Third-Party Code. Tableau Online may contain or be provided with components which are licensed from third parties (“**Third Party Code**”), including (a) components subject to the terms and conditions of “open source” software licenses (“**Open Source Software**”), (b) any map data, code or maps created using the Software (“**Maps**”), (c) Non-Tableau Apps, and (d) Content.

(a) Open Source Software. Open Source Software may be identified in the Documentation, or in a list of the Open Source Software provided to you upon written request. To the extent required by the license that accompanies the Open Source Software, the terms of such license will apply in lieu of the terms of this Agreement with respect to such Open Source Software, including, without limitation, any provisions governing access to source code, modification or reverse engineering.

(b) Maps. Maps are provided purely for reference purposes. Tableau does not warrant the Maps, Map features or any related data are accurate or complete. The boundaries and names shown and the designations used in the Maps do not imply official endorsement or acceptance by Tableau or its licensors. Any print, video or other reproduction of Maps outside of the Software must include the following attribution: “© 20__ Mapbox” <https://mapbox.com/about/maps>. © OpenStreetMap” <https://www.openstreetmap.org/about>.

(c) Non-Tableau Apps. Tableau Online may contain features designed to interoperate with Non-Tableau Apps. “**Non-Tableau Apps**” are software applications, extensions, database services or other functionality, whether web-based, mobile, offline or otherwise, that are provided by you or a third-party or that are listed on the [Tableau Extension Gallery](#) or other marketplace and that interoperate with Tableau Online. If you enable, access or use any Non-Tableau App, the following apply: (a) your use of each Non-Tableau App is subject to the applicable terms between you and the Non-Tableau App provider, and you shall comply with those terms; (b) any exchange of Customer Data or other data between you and any Non-Tableau App you use is solely between you and the applicable third-party provider; (c) Tableau does not warrant or support Non-Tableau Apps or other third-party products or services, whether or not they are included in the [Tableau Extension Gallery](#) or are designated as “certified” or otherwise; and (d) you shall be responsible for the interoperation of any Non-Tableau App with your use of Tableau Online. Tableau does not guarantee the continued availability of any Non-Tableau App or related features, and may cease providing without entitling you to any refund, credit, or other compensation, if for example and without limitation, the provider of a Non-Tableau App ceases to make the Non-Tableau App available for interoperation with Tableau Online in a manner acceptable to Tableau. If you choose to use a Non-Tableau App with Tableau Online, you grant

to Tableau permission to allow the Non-Tableau App and its provider(s) to access Customer Data and information about your usage of the Non-Tableau App for the interoperation of that Non-Tableau App. Use of Customer Data by the Non-Tableau App is governed by your agreement with the Non-Tableau App provider. Tableau is not responsible for any disclosure, modification, use or deletion of Customer Data resulting from any such access by Non-Tableau Apps or their provider(s).

(d) Content. Tableau Online may include features that provide access to Content. “**Content**” means information obtained by Tableau from publicly available sources or third-party providers and made available to you through Tableau Online. Your use of any Content is subject to the applicable terms between you and the Content provider, and you shall comply with those terms. Tableau does not guarantee the continued availability of any Content or related features, and may cease providing Content without entitling you to any refund, credit, or other compensation, if for example and without limitation, the provider ceases to make the Content available in a manner acceptable to Tableau. Tableau is not designating or adopting Content as its own.

1.7. General Restrictions. As a condition to the rights granted to you hereunder, you shall not (and shall not allow any third party to): (a) decompile, disassemble, or otherwise reverse engineer Tableau Online or any Third Party Code or attempt to reconstruct or discover any source code, APIs, underlying ideas, algorithms, file formats, data or programming interfaces of Tableau Online or the Third Party Code by any means whatsoever (except and only to the extent that applicable law prohibits or restricts reverse engineering restrictions, or as permitted by an applicable Open Source Software license); (b) distribute, sell, sublicense, rent, lease or use Tableau Online or any Third Party Code (or any portion thereof) for time sharing, hosting, service provider or like purposes, except as expressly permitted under Section 1.5 of this Agreement; (c) remove any product identification, proprietary, copyright trademark, service mark, or other notices contained in Tableau Online or any Third Party Code (including any reports or data printed via the use of Tableau Online); (d) modify any part of Tableau Online or any Third Party Code, create a derivative work of any part of Tableau Online or any Third Party Code, or incorporate Tableau Online or any Third Party Code into or with other software, except to the extent expressly authorized in writing by Tableau or as permitted by an applicable Open Source Software license; (e) publicly disseminate performance information or analysis (including, without limitation, benchmarks) from any source relating to Tableau Online; (f) utilize any equipment, device, software, or other means designed to circumvent or remove any form of copy or other protection used by Tableau in connection with Tableau Online, or use Tableau Online together with any user credentials or other copy protection device not supplied by Tableau or through an Authorized Partner; (g) use Tableau Online to develop a product which is competitive with any Tableau product offerings; (h) use unauthorized user credentials or distribute or publish such credentials except as may be expressly permitted by Tableau in writing; (i) enable access to Tableau Online for a greater number of Authorized Users than the sum quantity of subscriptions purchased on the applicable Ordering Document(s); (j) reassign subscription access rights between Authorized Users so frequently as to enable a single subscription to be shared between multiple users; (k) assert, nor will you authorize, assist or encourage any third-party to assert, against Tableau or any of its affiliates, customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding Tableau Online or any support you have purchased or used hereunder; (l) use Tableau Online to develop a product that converts any Tableau file format to an alternative report file format used by any general-purpose report writing, data analysis or report delivery product that is not the property of Tableau; or (m) use Tableau Online in a way that has a detrimental impact on Tableau’s and its licensors ability to provide Tableau Online to their other customers.

1.8. Removal of Non-Tableau Apps and Content. If you receive notice that a Non-Tableau App or Content must be removed, modified and/or disabled to avoid violating applicable law, third-party rights, or any other Tableau terms or policies to which you are bound, you shall promptly do so. If you do not do so, or if in Tableau’s sole judgment continued violation is likely to reoccur, Tableau may disable the applicable Non-Tableau App or Content or your access to Tableau

Online. If requested by Tableau, you shall confirm your removal, modification or deletion in writing and Tableau will be authorized to provide a copy of such confirmation to any third-party claimant or governmental authority, as applicable. In addition, if Tableau is required by any third-party rights holder to remove Content, or receives information that Content provided to you may violate applicable law or third-party rights, Tableau may discontinue your access to Content through Tableau Online without liability.

2. CUSTOMER DATA AND YOUR OBLIGATIONS

2.1 Customer Data. “Customer Data” means any business information or other data which you input, or provide to Tableau for inputting, into Tableau Online for the purpose of your analysis. Customer Data does not include Content or Non-Tableau Apps.

2.2 Your Obligations

(a) **General.** You are solely responsible for the accuracy and content of all Customer Data. You represent and warrant to Tableau that (i) you have sufficient rights in the Customer Data to authorize Tableau to process, distribute and display the Customer Data as contemplated by this Agreement and the Documentation, (ii) the Customer Data and its use hereunder will not violate or infringe the rights of any third party, and (iii) your use of Tableau Online and all Customer Data is at all times compliant with your privacy policies and all applicable local, state, federal and international laws, regulations and conventions, including without limitation those related to data privacy, international communications and the exportation of technical or personal data.

(b) **Health Information.** You will not upload to Tableau Online or publish thereon any patient, medical or other protected health information regulated by HIPAA or any similar federal or state laws, rules or regulations (“Health Information”) and acknowledge that Tableau is not a Business Associate and that Tableau Online is not HIPAA compliant. “HIPAA” means the Health Insurance Portability and Accountability Act, as amended and supplemented. Tableau shall have no liability under this Agreement for Health Information, notwithstanding anything to the contrary herein.

(c) **Payment Card Data.** You will not upload to Tableau Online or publish thereon any payment card information. You acknowledge that Tableau Online is not compliant with the Payment Card Industry Data Security Standards.

2.3 Rights in Customer Data. As between the parties, you shall retain all right, title and interest (including any and all intellectual property rights) in and to your Customer Data as published on Tableau Online. Subject to the terms of this Agreement, you hereby grant to Tableau a non-exclusive, worldwide, royalty-free right to use, copy, store, transmit, and distribute, perform and display (including publicly), modify and create derivative works of the Customer Data solely to the extent necessary to provide Tableau Online in accordance with this Agreement and the Documentation.

2.4 Storage of Customer Data. Tableau does not provide an archiving service. Tableau agrees it shall not intentionally delete any Customer Data from Tableau Online prior to termination or expiration of your applicable Subscription Term. Except as otherwise set forth herein, Tableau expressly disclaims all other obligations with respect to storage of Customer Data.

3. OWNERSHIP

3.1. Tableau Technology. Notwithstanding anything to the contrary contained herein, except for the limited access and use rights expressly provided herein, Tableau and its licensors retain all right, title and interest (including, without limitation, all patent, copyright, trade secret and other intellectual property rights) in and to Tableau Online, the Documentation, the Third Party Code, any other Tableau deliverables and any and all related and underlying software (including interfaces), databases (including data models, structures, and any other non-customer specific data and statistical data), technology, reports, documentation, as well as any related process or methodology provided or used by Tableau, and with respect to each of the foregoing, any copies, modifications, improvements, derivative works, or enhancements thereto however developed or provided (including any which incorporate any of your ideas Feedback or suggestions)(collectively, “Tableau Technology”). You acknowledge

that you are obtaining only a limited right to access and use Tableau Online on a hosted basis and that irrespective of any use of the words “purchase”, “sale”, “ sublicense” or like terms hereunder no ownership rights are being conveyed to you under this Agreement or otherwise, and further acknowledge that nothing contained in this Agreement shall be construed to convey to you ownership of any intellectual property rights in or to any Tableau Technology or any related methodologies or processes. Nothing in this Section 3.1 shall be deemed as granting Tableau ownership of Customer Data or your Non-Tableau Apps or in any way impacting your ownership of Customer Data or your Non-Tableau Apps.

3.2. Feedback. From time to time, you or your Authorized Users may submit suggestions, enhancements, requests, recommendations, corrections, or other feedback relating to Tableau Online, Content or other Tableau software or services (“Feedback”). You agree that all Feedback is and shall be given entirely voluntarily. Feedback, even if designated as confidential by you, shall not, absent a separate written agreement, create any confidentiality obligation for or upon Tableau. You will not give Feedback that is subject to license terms that seek to require any Tableau product, technology, service or documentation incorporating or derived from such Feedback, or any Tableau intellectual property, to be licensed or otherwise shared with any third party. Tableau may in connection with any of its products or services freely use, copy, disclose, license, distribute and exploit any Feedback in any manner it sees fit without any obligation, royalty or restriction based on intellectual property rights or otherwise.

4. SUBSCRIPTION TERM, FEES & PAYMENT

4.1. Subscription Term. Unless otherwise specified on the applicable Ordering Document, each Subscription Term shall begin on the effective date of the applicable Ordering Document and expire twelve (12) months thereafter. All applicable fees for such renewals will be at Tableau’s then-current rates. If your subscription is not renewed, your access to Tableau Online will terminate at the end of the then-current Subscription Term.

4.2. Fees and Payment. You shall pay all fees set forth in the applicable Ordering Document. All payments shall be made in the currency noted on the applicable Ordering Document within thirty (30) days of the date of the applicable electronic invoice. Except as expressly set forth herein, all fees are non-refundable once paid. Unless timely provided with a valid certificate of exemption or other evidence that items are not taxable, Tableau will invoice you for all applicable taxes including, but not limited to, VAT, GST, sales tax, consumption tax and service tax. If any withholding tax is required by applicable law to be paid by you in relation to payments due to Tableau hereunder, you will provide Tableau with official receipts and/or certificates from the appropriate taxing authorities to establish that any applicable taxes have been paid.

4.3. Suspension of Services. If your account is thirty (30) days or more overdue, in addition to any of its other rights or remedies (including but not limited to any termination rights set forth herein), Tableau reserves the right to suspend your access to Tableau Online without liability to you until such amounts are paid in full. Within a reasonable time after written notice by Tableau that your use of the Tableau Online service is having a detrimental impact on Tableau’s ability to provide Tableau Online to its other customers, Tableau reserves the right, at its sole discretion, to suspend or limit your access to Tableau Online.

5. TERM AND TERMINATION

5.1. Term. This Agreement is effective as of the Effective Date and expires on the date of expiration or termination of the Subscription Term(s).

5.2. Termination for Cause. Either party may terminate this Agreement (including all related Ordering Documents) if the other party (a) fails to cure any material breach of this Agreement within thirty (30) days after written notice of such breach including without limitation your failure to pay, provided that Tableau may terminate this Agreement immediately upon any breach of Section 1.7 (General Restrictions) or if you violate any other restrictions contained in Section 2 (Customer Data and Your Obligations), or Section 11 (Export Control); (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition, or comparable proceeding, or if any such proceeding is

instituted against that party (and not dismissed within sixty (60) days thereafter). Termination is not an exclusive remedy and the exercise by either party of any remedy under this Agreement will be without prejudice to any other remedies it may have under this Agreement, by law, or otherwise.

5.3. Effect of Termination. Upon any termination or expiration of this Agreement, you shall immediately cease any and all use of and access to Tableau Online and destroy (or, at Tableau's request, return), any Tableau Confidential Information in your possession. You acknowledge that, except as exported or printed prior to termination or expiration by you as may be permitted through the functionality of Tableau Online, following termination or expiration you shall have no further access to Content, Maps, Non-Tableau Apps or any Customer Data input into Tableau Online, and that Tableau may delete any such data at any time. Except where an exclusive remedy is specified in this Agreement, the exercise by either party of any remedy under this Agreement, including termination, will be without prejudice to any other remedies it may have under this Agreement, by law, or otherwise.

5.4. Survival. The following Sections shall survive any expiration or termination of this Agreement: Sections 1.7 (General Restrictions), 3 (Ownership), 4.2 (Fees and Payment), 5 (Term and Termination), 6.3 (Warranty Disclaimer), 8 (Limitation of Remedies and Damages), 9.2 (Indemnification by You), 10 (Confidential Information), 11 (Export Compliance) and 12 (General Terms).

6. LIMITED WARRANTY

6.1. Limited Warranty. Tableau warrants to you that Tableau Online will operate in substantial conformity with the applicable Documentation. Tableau does not warrant that your use of Tableau Online will be uninterrupted or error-free, nor does Tableau warrant that it will review the Customer Data for accuracy or that it will preserve or maintain the Customer Data without loss. Tableau's sole liability (and your sole and exclusive remedy) for any breach of this warranty shall be, in Tableau's sole discretion and at no charge to you, to use commercially reasonable efforts to correct the reported non-conformity, or if Tableau determines such remedy to be impracticable, to allow you to terminate the applicable Subscription Term and receive as your sole remedy a refund of: (a) the monthly subscription fees specified in the applicable Ordering Document which are allocable to the thirty (30) day period prior to the date the warranty claim was made and (b) any fees you have pre-paid for use of Tableau Online or related services you have not received as of the date of the warranty claim.

6.2. Exclusions. The above warranty shall not apply: (a) unless you make a claim within thirty (30) days of the date on which the condition giving rise to the claim first appeared; (b) if Tableau Online is used with hardware or software not authorized in the Documentation; (c) if the error was caused by misuse, unauthorized modifications or third-party hardware, software or services; (d) to any Evaluation or Beta Access or other use provided on a no charge or evaluation basis; or (e) to any Third Party Code.

6.3. Warranty Disclaimer. THIS SECTION 6 IS A LIMITED WARRANTY AND, EXCEPT AS EXPRESSLY SET FORTH IN IN THIS SECTION 6, TABLEAU ONLINE, INCLUDING WITHOUT LIMITATION THE THIRD-PARTY CODE ARE PROVIDED "AS IS". NEITHER TABLEAU NOR ITS LICENSORS MAKES ANY OTHER WARRANTIES, CONDITIONS OR UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS OR NONINFRINGEMENT. YOU MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES SHALL BE LIMITED AS PROVIDED HEREIN. TABLEAU SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES AND OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF TABLEAU.

7. SUPPORT AND SECURITY. During the Subscription Term, Tableau Online is subject to the support terms and security procedures set forth in the then-current [Tableau Online Technical Support Policy](#).

8. LIMITATION OF REMEDIES AND DAMAGES

8.1. BUT FOR: (1) BREACH OF SECTION 1.5 (CLIENT SUBLICENSEES), SECTION 1.7 (GENERAL RESTRICTIONS), OR SECTION 11 (EXPORT CONTROL), OR (2) DAMAGES ARISING OUT OF CLIENT SUBLICENSEE'S USE OF TABLEAU ONLINE, INCLUDING YOUR OBLIGATIONS UNDER SECTION 9.2, NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF USE, LOST OR INACCURATE DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, COSTS OF DELAY OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

8.2. BUT FOR: (1) BREACH OF SECTION 1.5 (CLIENT SUBLICENSEES), SECTION 1.7 (GENERAL RESTRICTIONS), OR SECTION 11 (EXPORT CONTROL), OR (2) DAMAGES ARISING OUT OF CLIENT SUBLICENSEE'S USE OF TABLEAU ONLINE, INCLUDING YOUR OBLIGATIONS UNDER SECTION 9.2, EACH PARTY'S ENTIRE LIABILITY AND OBLIGATION TO THE OTHER PARTY SHALL NOT EXCEED THE LESSER OF (A) FEES PAID OR OWED BY YOU TO TABLEAU UNDER THIS AGREEMENT DURING THE TWELVE MONTHS PRECEDING THE CLAIM OR (B) US \$1,000,000. IN THE CASE WHERE NO AMOUNT WAS PAID FOR THE SERVICE GIVING RISE TO THE CLAIM, TABLEAU AND ITS LICENSORS' ENTIRE LIABILITY TO YOU UNDER THIS AGREEMENT SHALL NOT EXCEED US\$100.

8.3. Failure of Essential Purpose. The parties agree that the limitations specified in this Section 8 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

9. INDEMNIFICATION

9.1. Tableau Indemnification. Tableau shall defend you from and against any claim by a third party alleging that Tableau Online, when used as authorized under this Agreement, infringes a U.S. patent, U.S. copyright, or U.S. trademark and shall indemnify and hold you harmless from and against any damages and costs awarded against you or agreed to in settlement by Tableau (including reasonable attorneys' fees). Provided that Tableau shall have received from you: (i) prompt written notice of such claim (but in any event notice in sufficient time for Tableau to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense, and settlement (if applicable) of such claim; and (iii) all reasonably necessary cooperation from you. If your use of Tableau Online is (or in Tableau's opinion is likely to be) enjoined, if required by settlement or if Tableau determines such actions are reasonably necessary to avoid material liability, Tableau may, in its sole discretion: (a) substitute for Tableau Online substantially functionally similar programs and documentation; (b) procure for you the right to continue using Tableau Online; or if (a) and (b) are not commercially reasonable, (c) terminate the Agreement and refund to you the subscription fees paid by you for the portion of the Subscription Term which was paid by you but not rendered by Tableau. The foregoing obligations of Tableau shall not apply: (1) if Tableau Online is modified by any party other than Tableau, but solely to the extent the alleged infringement is caused by such modification; (2) if Tableau Online is combined with other non-Tableau Online services or processes not provided or authorized by Tableau, but solely to the extent the alleged infringement is caused by such combination; (3) to any unauthorized use of Tableau Online; (4) to any action arising as a result of Customer Data or any third-party components contained within or uploaded to Tableau Online; (5) to any Third Party Code, or (6) if you settle or make any admissions with respect to a claim without Tableau's prior written consent. SECTIONS 8 AND 9 SET FORTH TABLEAU AND ITS LICENSOR'S SOLE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

9.2. Indemnification by You. Subject to this Section 9, you shall defend Tableau from and against any and all claims by third parties (including any Client Sublicensees and Contractors) resulting from or relating to: (i) the Customer Data, including without limitation any claim based on your breach or alleged breach of Section 2.2 (Your Obligations), use by any Non-Tableau App or alleging that the Customer Data infringes upon any valid patent, copyright, trademark, trade secret, or other proprietary right of, or otherwise harms, such third party; (ii) any breach by you of Section 1.5 (Client Sublicensees); (iii) your own products or offerings used by Client Sublicensees or relationships with Client Sublicensees; (iv) a Client Sublicensee's use of Tableau Online, (v) a Non-Tableau App provided by you; or (vi) the combination of a Non-Tableau App provided by you and used with Tableau Online, infringes or misappropriates a third party's intellectual property right; or (vii) your use of Content in an unlawful manner or in violation of the Agreement or other applicable license terms and shall indemnify and hold Tableau harmless from and against any damages and costs awarded against Tableau or agreed in settlement by you (including reasonable attorney's fees) resulting from such claims, provided that you shall have received from Tableau: (a) prompt written notice of such claim (but in any event notice in sufficient time for you to respond without prejudice); (b) the exclusive right to control and direct the investigation, defense, and settlement (if applicable) of such claim; and (c) all reasonably necessary cooperation from Tableau. You may not settle any such claim relating to Tableau Online without Tableau's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

10. CONFIDENTIAL INFORMATION.

10.1. Use of Confidential Information. Each party (as "Receiving Party") agrees that all code, inventions, know-how, business, technical and financial information it obtains from the disclosing party ("Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any software, pricing, documentation or technical information provided by Tableau (or its agents), performance information relating to Tableau Online, and the terms and conditions of this Agreement shall be deemed Confidential Information of Tableau without any marking or further designation. Customer Data shall be deemed your Confidential Information without any marking or further designation. Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information to anyone other than its 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. Both Tableau and you will ensure that their respective Representatives comply with this Agreement and will be responsible for any unauthorized use or disclosure of Confidential Information by such Representatives. The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document: (a) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (b) is or has become public knowledge through no fault of the Receiving Party; (c) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; (d) is independently developed by employees of the Receiving Party 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 the Disclosing Party). The Receiving Party acknowledges that disclosure of Confidential Information could cause substantial harm for which damages alone would not be a sufficient remedy, and therefore upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

10.2. Privacy Statement: Tableau may collect certain personal information in connection with your use of Tableau Online, including without limitation, registration data and usage data, in accordance with Tableau Software's Privacy Statement, a current version of which is available at <https://www.tableau.com/privacy>.

11. Export Control. You acknowledge that Tableau Online and Third Party Code are 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 (1) all use, exports, and imports related to this Agreement will be in compliance with these laws and regulations and (2) you shall not allow any third party to export, re-export, or transfer any part of Tableau Online or Third Party Code 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 Tableau Online to: (i) to any country subject to export control embargo or economic sanctions implemented by any agency of the U.S. or foreign governments; (ii) to 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 or 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.

12. GENERAL TERMS

12.1. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (including all Ordering Documents), without the other party's consent to its affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. In the event of such a termination, Tableau will refund you any prepaid fees covering the remainder of the Subscription Term of all subscriptions for the period after the effective date of such termination. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

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

12.3. Governing Law; Jurisdiction and Venue. Excluding conflict of laws rules, this Agreement shall be governed by and construed under (a) the laws of the State of Washington, U.S. if you are located in North or South America, (b) the laws of Japan if you are located in Japan, (c) the laws of Singapore if you are located in Asia (excluding Japan) or Australia, or (d) the laws of England and Wales if you are located outside of North or South America, Asia and Australia. All disputes arising out of or in relation to this Agreement shall be submitted to the exclusive jurisdiction of the courts of (i) Seattle, Washington when the laws of Washington apply, (ii) Tokyo, Japan when the laws of Japan apply, (iii) Singapore when the laws of Singapore apply, or (iv) London when the laws of England and Wales apply. Nothing in this section shall restrict Tableau's right to bring an action (including for example a motion for injunctive relief) against you in the jurisdiction where your place of business is located. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act, as currently enacted by any jurisdiction or as may be codified or amended from time to time by any jurisdiction, do not apply to this Agreement.

12.4. Attorneys' Fees and Costs. The prevailing party in any action to enforce this Agreement will be entitled to recover its attorneys' fees and costs in connection with such action.

12.5. Tableau's Customer List. You agree that Tableau may disclose you as a customer of Tableau and use your name and logo on Tableau's website and in Tableau's promotional materials.

12.6. Notice. Any notice or communication required or permitted under this Agreement shall be in writing or in electronic format. If to Tableau by mail, such notice or report shall be sent to Tableau at 1621 N. 34th Street, Seattle, WA 98103 to the attention of "Legal Department". If to Tableau by email, such notice or report shall be sent to: legal@tableau.com. If to you such notice or report shall be sent to the

mailing or email address you provided upon placing your order. Notices and reports sent by mail shall be deemed given: (a) upon receipt if by personal delivery; (b) upon receipt if sent by certified or registered mail (return receipt requested); or (c) one day after it is sent if by next day delivery by a major commercial delivery service. Any notices and reports sent by email shall be effective upon receipt of the same.

12.7. Amendments; Waivers. From time to time, Tableau may modify the Tableau Online Technical Support Policy referenced in Section 7, however Tableau shall not substantially reduce the overall level of beneficial service provided to you under the Tableau Online Support Policy existing as of commencement of the then-current Subscription Term, unless such reduction results from governmental regulation, the availability of Non-Tableau Apps or Content, requested modifications by you or is otherwise agreed to by you. Except as otherwise provided in this Agreement, no supplement, modification, or amendment of this Agreement shall 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. All conflicting terms in any purchase order or other business form employed by you, including any electronic invoicing portals and vendor registration processes are void, and any such document relating to this Agreement shall be for administrative purposes only and shall have no legal effect.

12.8. Entire Agreement. This Agreement (including each Ordering Document, and any other mutually agreed exhibits or attachments) 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 relating to the subject matter of this Agreement. You acknowledge that Tableau Online is an on-line, subscription-based product, and that in order to provide improved customer experience Tableau may make changes to Tableau Online (which may include making available different or substitute code compared to those available as of the Effective Date), and Tableau will update the Documentation accordingly.

12.9. Independent Contractors. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.

12.10. Audit Rights. You understand that Tableau may monitor your use of Tableau Online in order to verify that you have not exceeded your permitted number of Authorized Users. If Tableau becomes aware of any excess usage of Tableau Online, then you will pay for the excess usage and for any ongoing excess usage at Tableau's then-current rates. Upon Tableau's written request, you shall furnish Tableau with a signed certification certifying that Tableau Online is being used pursuant to the terms of this Agreement, including any access and user limitations. With prior reasonable notice, Tableau may audit your compliance with this Agreement, your use of Tableau Online, and your software monitoring system and records, provided such audit is during regular business hours. If such inspections or audits disclose that you have accessed or permitted access to Tableau Online in a manner that is not permitted under this Agreement, then Tableau may terminate this Agreement pursuant to Section 5 and you are liable for the reasonable costs of the audit in addition to any other fees, damages and penalties Tableau may be entitled to under this Agreement and applicable law.

12.11. Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events which occur after the signing of this Agreement and which are beyond the reasonable control of such party, such as a strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or telecommunications or data networks or services, Non-Tableau Apps or Content, or refusal of a license by the government or other governmental agencies, in so far as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure at reasonable cost.

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

12.13. Authorized Partner. If you received Tableau Online under an agreement ("**Partner Agreement**") with an authorized Tableau reseller, partner ("**Authorized Partner**") then, notwithstanding anything to the contrary in this Agreement: (a) your use of Tableau Online is subject to any additional terms in the Partner Agreement, including any limitations on use of Tableau Online in conjunction with third-party applications; and (b) you agree to pay the Authorized Partner the fees agreed in the Partner Agreement and you have no direct payment obligations to Tableau for that purchase under Section 4 above. If your warranty and support terms stated in your Partner Agreement are different than what is stated in Section 6 or 7 herein, then Tableau has no warranty or support obligations to you under this Agreement (although the disclaimers of warranties in Section 6.3 still apply to you). If your warranty and support terms passed on in your Partner Agreement are as stated herein, then Section 6 and 7 shall apply to you as written. Notwithstanding anything in this Agreement to the contrary, (i) the Partner Agreement may not modify any of the remaining terms of this Agreement and (ii) the Partner Agreement is between you and the Authorized Partner and is not binding on Tableau. Tableau may terminate this Agreement (including your right to use Tableau Online) in the event Tableau fails to receive payment for your use of Tableau Online from the Authorized Partner or if you breach any term of this Agreement.

12.14. Third Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

12.15. Anti-Corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

12.16. Salesforce Services. In the event you purchase services offered by Salesforce by executing a Salesforce order form for the same, such purchase will be governed by the terms and conditions of the salesforce.com Master Subscription Agreement found at <https://www.salesforce.com/company/msa.jsp> unless: (i) you have a written master subscription agreement executed by salesforce.com for such services as referenced in the Salesforce documentation, in which case such written salesforce.com master subscription agreement will govern or (ii) otherwise set forth in the applicable Salesforce order form.

12.17. Language. Regardless of any language into which this Agreement may be translated, the official, controlling and governing version of this Agreement shall be exclusively the English language version.

12.18. Modifications to this Agreement. Tableau may modify this Agreement from time to time by giving notice to you through Tableau's online user interfaces. Unless a shorter period is specified by Tableau (e.g. due to changes in the law or exigent circumstances), the modifications become effective upon renewal of your current Subscription Term or entry into a new Ordering Document. If Tableau specifies that the modifications to this Agreement will take effect prior to your next renewal or order and you notify Tableau in writing at legal@tableau.com of your objection to the modifications within thirty (30) days after the date of such notice, Tableau (at its option and as your exclusive remedy) will either: (a) permit you to continue under the existing version of the Agreement until expiration of the then-current Subscription Term (after which time the modified Agreement will go into effect), or (b) allow you to terminate this Agreement and receive a refund of any pre-paid Tableau Online fees allocable to the terminated portion of the applicable Subscription Term. You may be required to click to accept or otherwise agree to the modified Agreement in order to continue using Tableau Online, and, in any event, continued use of

Tableau Online after the modified version of this Agreement becomes effective will constitute your acceptance of such modified version.