

TABLEAU SOFTWARE

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This End User License Agreement ("Agreement") is between Tableau and the customer (individual or entity) that has downloaded or otherwise procured the licensed Reader Software (as defined below) for use as an end user ("you"). This Agreement covers Tableau Reader Software and Documentation.

1. Definitions.

Documentation: means any supporting product help and technical specifications documentation provided by Tableau with the Reader Software to you.

New Versions: means an upgrade or update of the Reader Software provided by Tableau to you in accordance with the terms of Section 8.2.

Reader Software: means the proprietary Tableau software product called "Tableau Reader" provided in connection with this Agreement in object code form. Unless otherwise noted, the Reader Software and Documentation are referred to collectively herein as "Reader Software".

2. Tableau Software Products.

2.1 User Registration. You must register with Tableau in accordance with the registration process provided by Tableau, prior to your usage of the Reader Software, subject to the terms of this Agreement. Tableau reserves the right to contact you to offer additional products and services.

2.2 Tableau Reader Software. You may install and use an unlimited number of copies of the Reader Software on an unlimited number of your compatible computers, provided that you are the only person who may use the Reader Software under this Agreement. You may use the Reader Software only to view and print files created with authorized copies of Tableau's Desktop Software or Tableau Server Software. You may not use the Reader Software for any other purpose. For the avoidance of doubt, Tableau's Desktop Software and/or Tableau Server Software shall not be deemed "Reader Software" under this Agreement, and your use of such software is subject to a separate license agreement between you and Tableau. Tableau may collect, use and store any data or information with respect to your usage of Reader Software to modify and improve any Tableau product, Tableau business, Tableau technology or provide additional software or services, without any compensation to you.

3. License.

3.1 Grant of License. Subject to all of the terms and conditions of this Agreement, and except as set forth in Section 6 (Term of Agreement), Tableau grants you a limited, worldwide, non-transferable, non-sublicensable, non-exclusive license to use the Reader Software in accordance with (a) the Documentation, including with respect to the platforms and configurations specified therein, and (b) all other restrictions as set forth in writing by Tableau.

3.2 Third-Party Code. The Reader Software may contain or be provided with components which are licensed from third parties ("Third Party Code"), including components subject to the terms and conditions of "open source" software licenses ("Open Source Software"). Open Source Software may be identified in the Documentation, or Tableau shall provide a list of the Open Source Software for a particular version of the Reader Software to you upon your 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.

3.3 Electronic Delivery. All Reader Software and Documentation shall be delivered by electronic means.

3.4 License Restrictions. You shall not (and shall not allow any third party to): (a) decompile, disassemble, or otherwise reverse engineer the Reader Software or Third Party Code or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the Reader Software or 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 the Reader Software or Third Party Code (or any portion thereof) for time sharing, hosting, service provider or like purposes; (c) remove any product identification, proprietary, copyright trademark, service mark, or other notices contained in the Reader Software or Third Party Code; (d) modify any part of the Reader Software or Third Party Code, create a derivative work of any part of the Reader Software or Third Party Code, or incorporate the Reader Software or 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 the Reader Software; (f) utilize any equipment, device, software, or other means designed to circumvent or remove any form of Product Key or copy protection used by Tableau in connection with the Reader Software, or use the Reader Software together with any authorization code, Product Key, serial number, or other copy protection device not supplied by Tableau; (g) use the Reader Software to develop a product which is competitive with any Tableau product offerings; (h) use unauthorized Product Keys or keycode(s) or distribute or publish keycode(s) except as may be expressly permitted by Tableau in writing; or (i) use the Reader Software to open a Tableau Packaged Workbook (".twbx file") created using the Tableau Desktop or Tableau Server Software and not individually saved therein, but rather saved or generated in an automated fashion.

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5. Payment. Subject to the terms and conditions of this Agreement, you are not obligated to pay any fees to Tableau for the license to Tableau Reader granted to you under this Agreement.

6. Term of Agreement.

6.1 Term. This Agreement is effective as of the Delivery of the Reader Software and expires at such time as all license and service subscriptions hereunder have expired in accordance with their own terms (the "Term"). Notwithstanding anything to the contrary, Tableau may terminate this Agreement, for any reason or no reason whatsoever, at any time by delivering a written notice of termination to you. 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.

6.2 **Termination.** Upon any expiration or termination of this Agreement, you shall cease any and all use of any Reader Software, destroy all copies thereof and so certify to Tableau in writing.

6.3 **Survival.** Sections 3.4 (License Restrictions), 4 (Ownership), 6 (Term of Agreement), 7 (Disclaimer of Warranties), 9 (Limitation of Remedies and Damages), 10 (Confidential Information), 11 (Export Compliance) and 12 (General) shall survive any termination or expiration of this Agreement.

7. DISCLAIMER OF WARRANTIES.

THE READER SOFTWARE IS 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 OR NON-INFRINGEMENT. YOU MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE LIMITED WARRANTY PERIOD.

8. Support & Maintenance.

8.1 **Support Services.** Tableau will not provide any support services for the Reader Software under this Agreement.

8.2 **Upgrades.** You may be entitled to New Versions of the Reader Software, when and if made commercially available by Tableau and at Tableau's sole direction. If Tableau labels the New Version as an upgrade or update to Reader Software previously licensed to you ("Previous Version"), you must replace the Previous Version (including all installed copies) with the New Version. Your rights with respect to the New Version shall, unless otherwise provided in the accompanying Documentation, be the same as those with Previous Version. Unless separately agreed to in writing by Tableau, in no event shall you use the New Version copy and Previous Version copy at the same time. You are only granted a single user license for the Reader Software and that license automatically transfers to the New Version once installed. Under no circumstances shall you transfer the Previous Version to any other person without also transferring the New Version. Tableau reserves the right to require you to destroy or return the Previous Version to Tableau and to require you to provide proof that you have complied with these terms.

9. Limitation of Remedies and Damages.

9.1 IN NO EVENT SHALL TABLEAU (INCLUDING TABLEAU'S SUPPLIERS) BE LIABLE FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, 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.

9.2 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, TABLEAU AND ITS SUPPLIERS' ENTIRE LIABILITY TO YOU UNDER THIS AGREEMENT SHALL NOT EXCEED \$100.

9.3 YOU SHALL INDEMNIFY AND HOLD HARMLESS TABLEAU AND ITS 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 YOUR OBLIGATIONS UNDER THIS AGREEMENT.

9.4 The parties agree that the limitations specified in this Section 9 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

10. **Confidential Information.** Tableau may provide confidential information to you in connection with this Agreement. Any software, documentation or technical information provided by Tableau (or its agents), performance information relating to the Reader Software, and the terms of this Agreement shall be deemed "Confidential Information" of Tableau without any marking or further designation. You will hold in confidence and not use or disclose any Confidential Information. Your nondisclosure obligation shall not apply to information which the 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 you; (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 Tableau). 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, Tableau shall be entitled to appropriate equitable relief in addition to whatever other remedies it might have at law.

11. **Export Compliance.** You acknowledge that the Reader Software is subject to United States export control and economic sanctions laws, regulations and requirements and to import laws, regulations and requirements of certain foreign governments. You shall not, and shall not allow any third party to, export from the United States or allow the re-export or re-transfer of any part of the Reader Software: (i) to any country subject to export control embargo or economic sanctions implemented by any agency of the U.S. Government; (ii) to any person or entity on any of the U.S. Government's Lists to Check (<http://www.bis.doc.gov/complianceand enforcement/liststocheck.htm>; (iii) to any known 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.

12.1 **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.

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 Singapore if you are located in Asia or Australia, or (c) 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) Singapore when the laws of Singapore apply, or (iii) 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 **Notices and Reports.** Any notice or report hereunder shall be in writing. If to Tableau, such notice or report shall be sent to Tableau at 837 N. 34th Street, Suite 200, Seattle, WA 98103 to the attention of "Legal Department". If to you, such notice or report shall be sent to the address you provided upon placing your order. Notices and reports shall be deemed given: (i) upon receipt if by personal delivery; (ii) upon receipt if sent by certified or registered mail (return receipt requested); or (iii) one day after it is sent if by next day delivery by a major commercial delivery service.

12.6 **Amendments; Waivers.** 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. No provision of any purchase order or other business form, including any electronic invoicing, portals and vendor registration processes, employed by you will supersede the terms and conditions of this Agreement, and any such document relating to this Agreement shall be for administrative purposes only and shall have no legal effect.

12.7 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 relating to the subject matter of this Agreement. Notwithstanding the foregoing, if you have entered into a separate written license agreement signed by Tableau for use of the Reader Software, the terms and conditions of such other agreement shall prevail over any conflicting terms or conditions in this Agreement.

12.8 Independent Contractors. The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

12.9 Audit Rights. Upon Tableau's written request, you shall certify in a signed writing that your use of the Reader Software is in full compliance with the terms of this Agreement. With reasonable prior notice, Tableau may audit your use of the Reader Software, software monitoring system and records, provided such audit is during regular business hours. If such inspections or audits disclose that you have installed, accessed or permitted access to the Reader Software in a manner that is not permitted under this Agreement,

then Tableau may terminate this Agreement pursuant to Section 6 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.

12.10 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 the parties, such as strikes, blockade, war, terrorism, riots, natural disasters, refusal of 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.

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

12.12 Third-Party Beneficiary. Tableau Software, Inc., its affiliates and its licensors may be third party beneficiaries of this Agreement. No other third party is intended to be a beneficiary of this Agreement entitled to enforce its terms directly.