Order Form Supplement for Tableau Software

This Order Form Supplement ("**Supplement**") is a part of the Order Form between Customer and Tableau Software, LLC or its Affiliate ("**Tableau**") by which Customer ordered the Tableau Software. The Order Form and this Supplement are governed by the Master Subscription Agreement and any applicable amendments or addenda thereto ("**MSA**") between Customer and salesforce.com, inc. ("**SFDC**"), or their respective Affiliates. This Supplement adjusts certain terms of the MSA, solely with respect to the Software (as defined herein). Except as adjusted herein, all terms and conditions set forth in the MSA shall continue to apply in full force and effect. Capitalized terms used but not defined in this Supplement have the meanings given to them in the Order Form and MSA. For purposes of this Supplement, the term "**Documentation**" includes "Tableau Documentation." Tableau Documentation can be found at www.tableau.com/legal/documentation.

1. **Delivery**. In order to use the Software, Customer must activate its copy of the Software with the valid license key(s) or activation code(s) provided to Customer ("**Product Key**") at the time of purchase and/or submit a uniquely identifiable user registration when prompted. All Software and Tableau Documentation shall be delivered by electronic means unless otherwise specified on the applicable Order Form. Software shall be deemed delivered when it is made available for download by Customer.

2. **Software License**. Subject to all of the terms and conditions of this Supplement and the MSA, during the relevant subscription term, Tableau grants to Customer a limited, worldwide, non-transferable, non-sublicensable (except as expressly provided herein), non-exclusive license to use the Software for which Customer has been issued a Product Key by Tableau for Customer's own internal business operations on the platforms and configurations, but only in accordance with (i) the Documentation, (ii) the MSA, and (iii) and all restrictions set forth in the Order Form and this Supplement, including without limitation restrictions related to type of license. Unless otherwise set forth in the Documentation, Customer may copy and install on Customer's computers for use only by Customer's Authorized Users one copy of the Software for each subscription designated in the applicable Order Form. "**Authorized User**" means those licensed uniquely identified individuals who are authorized by Customer to install and/or use the Software regardless of whether those individuals are actively using the Software at any given time. Licenses granted on an Authorized User basis 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 license between multiple users. For the avoidance of doubt, if Customer purchased a license to a Software package, each such Software package may be used only by a single Authorized User, and may not be shared by multiple users. "**Software**" means the confidential, proprietary Tableau software product(s) provided in connection with the MSA in object code form (or as otherwise specified in any related Order Form), as more fully described in the Documentation. "Software" shall also include any Support and Maintenance Services releases provided to Customer under the MSA. Unless otherwise noted, the Software and Documentation are referred to collectively herein as "Software". All undefined names of Software products have the meanings given to them in the Documentation.

3. **Usage Restrictions**. In addition to the restrictions set forth in the Usage Restrictions section of the MSA, and as a condition of Customer's license, Customer shall not (and shall not allow any third party) to: (a) publicly disseminate performance information or analysis (including, without limitation, benchmarks) from any source relating to the Software; (b) 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 Software, or use the Software together with any authorization code, product key, serial number, or other copy protection device not supplied by Tableau; (c) assert, nor will Customer 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 any Software or Support and Maintenance Services Customer has purchased or used hereunder; (d) use the Software 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; (e) use or disclose the Software in violation of Customer's confidentiality obligations; or (f) remove any product identification, proprietary, copyright, trademark, service mark, or other notices contained in the Software. The limitations of liability in the MSA shall not apply to breaches of this section.

4. **Maps**. Any map data, code or maps created using the Software ("**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 and "© OpenStreetMap" https://www.openstreetmap.org/about.

5. **Client Sublicensees**. During the subscription term, Customer may permit third parties ("**Client Sublicensees**") to be

Users of the Server Software but only to the extent required for the Client Sublicensees to: (a) interact with visualizations generated by Customer through its use of the Software and based on Visualization Access Data, or (b) create visualizations using Visualization Access Data, provided that in each case the Visualization Access Data excludes Client Sublicensee data unless such Client Sublicensee data is combined with Visualization Access Data or is relevant to Customer's provision of services to that particular Client Sublicensee ("**Visualization Access**"). In providing such access to Client Sublicensees, Customer may not act as a "Marketing Service Provider", "Service Bureau" or other entity with a similar business model. Client Sublicensees may not publish their own data to Customer's Server Software, use any data other than Visualization Access Data with Customer's Server Software or access Customer's Server Software for any other purposes except as expressly permitted in this section. For the avoidance of doubt, Client Sublicensees may not access any Creator Software package license for any purpose. Customer shall ensure that Client Sublicensees' use of Server Software is limited as described in this section and shall designate appropriate access levels for Client Sublicensees within Server Software. For purposes of providing Visualization Access only, the Usage Restrictions section of the MSA prohibiting framing or mirroring any part of the Tableau Server Software shall not apply. Customer shall be solely responsible for its relationships with Client Sublicensees and for any of Customer's own products or offerings used in connection with the Software. Customer must disclaim on Tableau and SFDC's behalf (in a legally effective manner) any direct or indirect indemnity, warranty, support or other obligation or liability to the Client Sublicensees. Customer acknowledges that neither Tableau nor SFDC assumes and should not be exposed to the business and operational risks associated with Customer's business or any aspects of providing Visualization Access to the Client Sublicensees, and therefore Customer shall be liable for all acts and omissions of the Client Sublicensees as if their acts or omissions were Customer's own. "**Visualization Access Data**" means any business information or other data which Customer inputs, or provides to Tableau for inputting, into the Software, but excludes registration and usage data and data generated by a Client Sublicensee unless such data is combined with Customer's data or is relevant to Customer's provision of services to such Client Sublicensee. The limitations of liability in the MSA shall not apply to breaches of this section or the indemnification obligations set forth below. Customer's obligations under the Indemnification by Customer section of the MSA include all claims by third parties (including any Client Sublicensees) resulting from or relating to: (i) any breach by Customer of this section, (ii) Client Sublicensees' use of the Tableau Online Services or Software, and (iii) Customer's own products or offerings used by Client Sublicensees or relationships with Client Sublicensees.

6. **Production and Non-Production Environments**.
   a. <u>Production Environments</u>: As it relates to the Server Software, Customer's use of the Software as a content creation, hosting, distribution and collaboration platform is considered use within a "**Production Environment**" and Customer is entitled to one (1) Production Environment for each Server Software license Customer purchases under the MSA. Customer's use of the Server Software allows for a single Production Environment regardless of the fact that the single Production Environment may not consume all the licenses identified on Customer's Order Form.

   b. <u>Non-Production Environments</u>: Customer may use the Server Software in a technical environment and on the platforms and configurations specified in the Documentation, solely for internal development and testing in connection with the functionality of Customer's licensed Software, or for disaster recovery purposes ("**Non-Production Environment**"). If Customer's license for Server Software is Core-Based, the creation, sharing, viewing, refreshing and/or revising of visualizations or data sources and any similar content development or review is not a permitted use for the Non-Production Environment. For the avoidance of doubt, the foregoing usage restrictions do not apply if Customer's license for Server Software is User-Based. Customer's installation, activation or use of a copy of the Software in a Non-Production Environment is limited to the same Authorized Users and/or permitted number of Cores as provided above. Customer's use of the Server Software in a Non-Production Environment may be concurrent with Customer's use of the licensed Software in a Production Environment and such use is conditioned on Customer having an authorized license for the Software. Customer is only entitled to two (2) Non-Production Environments under the MSA. Any additional licenses for Non-Production Environments other than what is described in this section can be purchased by Customer and shall be subject to the additional terms.

7. **Customer Data**. Customer acknowledges that electronic data and information submitted by or for Customer to the Software is not hosted by or on behalf of Tableau. Accordingly, notwithstanding anything to the contrary, such electronic data and information submitted is not Customer Data (or Your Data, or any comparable defined term) under the MSA.

8. **Warranties**. Notwithstanding anything to the contrary in the MSA, Tableau warrants to Customer that for a period of thirty (30) days from Delivery (the "**Warranty Period**") the Software shall operate in substantial conformity with the Documentation. Tableau does not warrant that Customer's use of the Software will be uninterrupted or error-free or that

any security mechanisms implemented by the Software will not have inherent limitations. Tableau's sole liability (and Customer's exclusive remedy) for any breach of this warranty shall be, in Tableau's sole discretion, to use commercially reasonable efforts to provide Customer with an error-correction or work-around which corrects the reported non-conformity, or if Tableau determines such remedies to be impracticable within a reasonable period of time, to refund the license fee paid for the applicable Software. Tableau shall have no obligation with respect to a warranty claim unless notified of such claim within the Warranty Period. For the avoidance of doubt, this warranty applies only to the initial Delivery of Software under an Order Form and does not renew or reset, for example, with renewal subscription terms or the delivery of Software updates or maintenance releases or Product Keys.

THE ABOVE WARRANTY SHALL NOT APPLY: (A) IF THE SOFTWARE IS USED WITH HARDWARE OR SOFTWARE NOT AUTHORIZED IN THE DOCUMENTATION; (B) IF ANY MODIFICATIONS ARE MADE TO THE SOFTWARE BY CUSTOMER OR ANY THIRD PARTY; (C) TO DEFECTS IN THE SOFTWARE DUE TO ACCIDENT, ABUSE OR IMPROPER USE BY CUSTOMER; (D) TO ANY EVALUATION VERSION OR OTHER SOFTWARE PROVIDED ON A NO CHARGE OR EVALUATION BASIS; OR (E) TO ANY MAPS.

9. **Support & Maintenance**. Subject to the terms and conditions of this Supplement and the MSA, including payment of any applicable fees, Tableau shall provide support and maintenance services for the Software for the period set forth in the Order Form, pursuant to Tableau's then-current Support and Maintenance Policies ("**Support and Maintenance Services**"). All Support and Maintenance Services renewals will be subject to the terms and conditions of the MSA including Tableau's then-current Support and Maintenance Policies.

10. **Audit Rights**. Upon Tableau's written request, Customer shall certify in a signed writing that its use of the Software is in full compliance with the terms of this Supplement and the MSA and provide a current list of Authorized Users for all Software licenses. With reasonable prior notice, Tableau may audit Customer's use of the Software and compliance with this Supplement and the MSA, software monitoring system and records, provided such audit is during regular business hours. If such inspections or audits disclose that Customer has installed, accessed or permitted access to or use of the Software in a manner that is not permitted under this Supplement or the MSA, then Tableau may terminate any and all applicable Order Forms and Customer is liable for the reasonable costs of the audit in addition to any other fees, damages and penalties Tableau may be entitled to under the MSA and applicable law.

11. **Export Compliance**. In addition to the Export Compliance requirements in the MSA, Customer agrees that it shall not allow any third party to export, re-export, or transfer any part of Software in violation of these laws and regulations. The limitations of liability in the MSA shall not apply to breaches of this section.

12. **Privacy Statement**. Tableau may collect certain personal information in connection with Customer's use of the Software, and Support and Maintenance Services, including without limitation, registration data and usage data, in accordance with Tableau Software's Privacy Statement, a current copy of which is available at https://www.tableau.com/privacy.

13. **General**. For the avoidance of doubt, the following sections of the MSA do not apply to Tableau Software: (Provision of Services); (Protection of Customer Data); (Beta Services); (Removal of Content and Non-SFDC Applications); and (SFDC Warranties).