Order Form Supplement for Tableau Products

This Order Form Supplement for Tableau Products ("Supplement") is a part of the Order Form by which Customer ordered Tableau Software or Tableau Online Services (collectively, the "Tableau Products"). The Order Form and this Supplement are governed by the Master Subscription Agreement and any applicable amendments or addenda thereto (together, the "MSA") between Customer and salesforce.com, inc. or its Affiliate as set forth in the Order Form ("SFDC"). This Supplement adjusts certain terms of the MSA, solely with respect to Tableau Products. 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 the MSA.

A. The following terms are applicable to Tableau Products:

- 1. "**Documentation**" for Tableau Products shall include the documentation found at www.tableau.com/legal/documentation. Additional information related to Tableau Products may be found in the Documentation at https://sfdc.co/ptd. For the avoidance of doubt, the applicable MSA takes precedence over the Documentation. All undefined names of Tableau Products have the meanings given to them in the Documentation.
- 2. Users. Each user-based license or subscription may only be granted by Customer to one uniquely identified individual regardless of whether those individuals are actively using the Tableau Products at any given time. User-based licenses and subscriptions 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 or subscription between multiple Users. For the avoidance of doubt, if Customer purchased a license or subscription to a Tableau Product package, each such package may be used only by a single User, and may not be shared by multiple users.
- Client Sublicensees. Notwithstanding anything to the contrary in the MSA, during the subscription term, Customer may permit third-parties ("Client Sublicensees") to be Users of the Server Tableau Software or Tableau Online Services, but only to the extent required for the Client Sublicensees to: (a) interact with visualizations generated by Customer through its use of the Server Tableau Software or Tableau Online Services 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 "Managed Service Provider", "Service Bureau" or other entity with a similar business model. Client Sublicensees may not publish their own data to Customer's Server Tableau Software or Tableau Online Services, use any data other than Visualization Access Data with Customer's Server Tableau Software, or access the Tableau 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 the Tableau Software is limited as described in this section and shall designate appropriate access levels for Client Sublicensees within the Tableau 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 acknowledges that SFDC does not assume 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 SFDC 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.
- 4. Open Source Software. Tableau Products may contain or be provided with components which are licensed from third parties including components subject to open source software licenses ("Open Source Software"). Open Source Software may be identified in the Documentation, or in a list of the Open Source Software provided to Customer 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 Supplement with respect to such Open Source Software, including, without limitation, any provisions governing access to source code, modification or reverse engineering.
- 5. Usage Certification. Upon SFDC's written request, no more than once annually, Customer shall furnish SFDC with a signed statement certifying that the Tableau Products are being used pursuant to the terms of the MSA and this Supplement, including any access and user limitations, and provide a current list of Users for user-based licenses. If SFDC reasonably believes Customer has violated the MSA or this Supplement, SFDC may review Customer's compliance with the MSA

and this Supplement, Customer's use of the Tableau Products, and Customer's software monitoring systems and records, provided such review occurs no more than one annually, is during regular business hours, and SFDC provides reasonable prior notice. If the review reveals Customer's actual number of Users or Cores exceeds the number of Users or Cores permitted, Customer will promptly remedy such excess usage by purchasing additional licenses or subscriptions.

- 6. **Beta Services**. Notwithstanding anything to the contrary in the MSA, Beta Services for Tableau Products are subject to the terms provided with such Beta Services.
- 7. **Evaluation Versions**. If SFDC has made available to Customer free, trial or evaluation access to Tableau Products ("**Evaluation Versions**"), Customer may use such access solely for the purpose of evaluating the Tableau Products to determine whether to purchase a license or subscription to Tableau Products. Customer may not use Evaluation Versions for any other purposes, including but not limited to competitive analysis, commercial, professional, product development, or for-profit purposes. Tableau Products provided under Tableau's student access program constitute Evaluation Versions and the aforementioned prohibition against commercial or professional use does not apply to such licenses. Customer may only use the Evaluation Versions for fourteen (14) days from the date Customer activates and/or registers via the Software Authorization or otherwise, unless otherwise specified in the Documentation or in a separate writing from SFDC. Notwithstanding any other provision of the MSA or this Supplement, the Evaluation Versions are provided "AS IS" without warranty or support of any kind, express or implied. SFDC may terminate Customer's access to the Evaluation Versions upon written notice at any time for any reason and without liability of any kind.
- 8. Authorized Partner. If Customer received the Tableau Products under an agreement ("Partner Agreement") with an authorized Tableau partner ("Authorized Partner") then, notwithstanding anything to the contrary in the MSA or this Supplement: (a) Customer's use of Tableau Products is subject to any additional terms in the Partner Agreement, including any limitations on use of Tableau Products in conjunction with third-party applications; and (b) Customer agrees to pay the Authorized Partner the fees agreed in the Partner Agreement. If Customer's warranty and support terms stated in Customer's Partner Agreement are different than what is stated in this Supplement or the MSA, then SFDC has no warranty or support obligations to Customer (although the disclaimers of warranties in this Supplement and MSA still apply to Customer). If Customer's warranty and support terms passed on in Customer's Partner Agreement are as stated in this Supplement and the MSA, then those warranty and support terms shall apply to Customer as written. Notwithstanding anything in this Supplement or the MSA to the contrary, (i) the Partner Agreement may not modify any of the remaining terms of this Supplement and MSA and (ii) the Partner Agreement is between Customer and the Authorized Partner and is not binding on Tableau or SFDC. SFDC may terminate this Supplement and the MSA (including Customer's right to use the Software) in the event SFDC fails to receive payment for Customer's use of Tableau Products from the Authorized Partner or if Customer breaches any term of this Supplement or MSA.
- **B.** In addition to the above, the following terms are applicable to Tableau Software only:
- 1. Delivery. In order to use the Tableau Software, Customer must activate its copy of the Tableau Software with the valid license key(s) or activation code(s) provided to Customer at the time of purchase and/or submit a uniquely identifiable user registration when prompted (each, a "Software Authorization"). All Tableau Software and Documentation shall be delivered by electronic means unless otherwise specified on the applicable Order Form. Tableau Software shall be deemed delivered when it is made available for download by Customer. Even if Customer's version of the Tableau Software allows use of multiple Software Authorization options, Customer must not exceed the user restrictions and entitlements associated with Customer's licenses.
- 2. Tableau Software License. Subject to all of the terms and conditions of this Supplement and the MSA, during the relevant subscription term, SFDC 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 Software Authorization by SFDC for Customer's own internal business operations, but only in accordance with: (a) the Documentation; (b) the MSA; and (c) and all terms set forth in the Order Form and this Supplement, including without limitation restrictions related to type of license. Customer's license to Tableau Software will be subject to either User-Based or Core-Based restrictions, as identified in the Documentation and on the applicable Order Form, or if there is no Order Form, as otherwise designated by SFDC. Unless otherwise set forth in the Documentation, Customer may copy and install on Customer's computers for use only by Customer's Users one copy of the Tableau Software for each subscription designated in the applicable Order Form. Each user-based license may only be granted by Customer to one uniquely identified individual regardless of whether those individuals are actively using the Tableau Software at any given time. User-based licenses 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 Tableau Software package, each such Software package may be used only by a single

User, and may not be shared by multiple users.

3. Usage Restrictions. In addition to the Usage Restrictions in the MSA, and as a condition of Customer's license, Customer shall not (and shall not allow any third party) to: (a) utilize any equipment, device, software, or other means designed to circumvent or remove any Software Authorization or copy protection used by SFDC in connection with the Software, or use the Software together with any authorization code, product key, credential, serial number, or other copy protection device not supplied by SFDC; (b) use the Software to develop a product that converts any SFDC 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 SFDC; (c) remove any product identification, proprietary, copyright, trademark, service mark, or other notices contained in the Software; or (d) use the Software in a way that could lead to death or bodily injury of any person, or to severe physical or environmental damage. The limitations of liability in the MSA shall not apply to breaches of this section.

4. 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.
- Non-Production Environments: 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 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.
- 5. **Customer Data**. Customer acknowledges that electronic data and information submitted by or for Customer to the Tableau Software is not hosted by or on behalf of SFDC. Accordingly, notwithstanding anything to the contrary in the MSA, any terms or commitments relating to Customer Data (or Your Data, or any comparable defined term) under the MSA shall not apply to the Tableau Software.
- 6. Warranties. THE WARRANTIES IN THE MSA SHALL NOT APPLY: (A) IF THE TABLEAU SOFTWARE IS USED WITH HARDWARE OR SOFTWARE NOT AUTHORIZED IN THE DOCUMENTATION; (B) IF ANY MODIFICATIONS ARE MADE TO THE TABLEAU SOFTWARE BY CUSTOMER OR ANY THIRD PARTY; (C) TO DEFECTS IN THE TABLEAU SOFTWARE DUE TO ACCIDENT, ABUSE OR IMPROPER USE BY CUSTOMER; (D) TO ANY EVALUATION VERSIONS OR OTHER TABLEAU SOFTWARE PROVIDED ON A NO CHARGE OR EVALUATION BASIS; OR (E) TO ANY MAPS.
- 7. **Export Compliance**. In addition to the Export Compliance requirements in the MSA, Customer shall not allow any third party to export, re-export, or transfer any part of the Tableau Software in violation of these laws and regulations.