Tableau Software, LLC

Elite Support Program Policy

I. Overview

This Elite Support Program Policy (**"Elite Support Policy"**) describes the policies and procedures under which Tableau Software, LLC or its applicable affiliate ("**Tableau**") provides Elite Technical Account Management Services ("**Elite Services**") for its proprietary Server software product ("**Software**") to its customers (each, a "**Customer**").

Elite Services are subject to the terms and conditions of the License Agreement, the terms of Tableau's [Technical Support Policy](#) and the terms of this Elite Support Policy. Elite Services are provided for the term specified in the Ordering Document. Any undefined terms used herein shall have the same meaning as stated in Tableau's [Technical Support Policy and the License Agreement](#).

Elite Services are provided through Tableau's supported channels ("**Supported Channels**") as indicated on Annex A to this Elite Support Policy.

II. Eligibility

A Customer is eligible for the Elite Services provided that they have purchased the Elite Services and are current Technical Support customers in accordance with the Technical Support Policy. The Elite Services described herein shall apply only to a single Production Environment of the Software. Elite Services shall not apply to the Customer's affiliates or subsidiaries who have purchased their own Software under a separate License Agreement, unless the parties agree otherwise in writing. Only Named Customer Contacts are eligible for Elite Services and no User Contacts will be covered under Elite Services.

III. Elite Services

Along with the Technical Support services outlined in the [Technical Support Policy](#), the Elite Services offering includes the following additional offerings.

    A.   <u>High Priority Incident Response</u>:

        1)   Incidents reported by a Named Customer Contact covered under Elite Services are given precedence over other Incidents of the same priority reported by customers under the Technical Support services outlined in the [Technical Support Policy](#).

        2)   Tableau will make commercially reasonable efforts to call the Named Customer Contact on P1 and P2 Incidents during the Coverage Hours set forth in Annex A to this Elite Support Policy.

        3)   The definition of P1 Incidents set forth in the Technical Support Policy shall also include Incidents where the issue has severely impacted the performance of the Software and as a result the Customer experiences a complete loss of core business process and work cannot reasonably continue.

    B.   <u>Assigned Account Management</u>:

        1)   Named Customer Contacts have direct access to a primary named Technical Account Manager ("TAM") during the TAM's standard business hours in their local time zone as specified in Annex A. The Technical Account Manager will make reasonable efforts to ensure that Incidents are prioritized, routed, and managed according to the Elite Services offered herein.

        2)   For each twelve (12) month term of Elite Services, the TAM shall conduct one guided review of one Production Environment to record configuration data of Software.

        3)   Technical Account Manager will make reasonable efforts to (a) ensure ongoing investigation and resolution of any Incident and (b) review and consider Customer's recorded Production Environment data for the Software. C. <u>Proactive Technical Support</u>:

        1)   Conduct initial meeting to onboard Customer and provide review of services provided.

2) Conduct a recurring call, not to exceed one call per week, to review and update currently open Incidents.

3) For each twelve (12) month term of Elite Services, conduct up to two reviews of the Production Environment to ensure systems are running efficiently and advise on best practices. If prior recommendations were made, the review shall validate relevancy of prior recommendations and modify recommendations accordingly.

4) Conduct preparation and planning services relating to the upgrade of Software to Production Environments or Non-Production Environments for the purpose of installing new Software licenses or critical Software versions. The TAM will not assist with performing the upgrade.

5) Conduct recurring reviews of the services performed, recommendations provided, and critical Incident status reported.

D. Customer will be invoiced for cost of travel expenses for any request requiring onsite work.

IV. **Named Customer Contacts**

A. For the avoidance of doubt, Named Customer Contacts for Elite Services may be in addition to or the same Named Customer Contacts allowed for Technical Support provided that the number of Named Customer Contacts for Elite Services does not exceed the number of Named Customer Contacts allowed in Annex A to Elite Support Program Policy.

B. In addition to the resources available in the Technical Support Policy, Customer may designate and make changes to its Named Customer Contacts by submitting an e-mail request to the TAM.

V. **Policy Details.** Important details of this Elite Support Policy are set forth on Annex A including the Coverage Hours, limits on the number of Named Customer Contacts, target response times for Incidents, and other details.

VI. **Limited Access to Tableau Cloud**

As part of Customer's Elite Services, Tableau may provide Customer access to visualizations created by Tableau using Customer's data relating to the Elite Services ("**Elite Data**") for Named Customer Contacts, through Tableau Cloud, described more fully on www.tableau.com ("**Cloud Service**"). Use of the Cloud Service is subject to the additional terms and conditions set forth in this Section VI (the "**Elite Cloud Agreement**"). For the avoidance of doubt, any use of Tableau Cloud other than as set forth in this Section VI is subject to the Tableau Cloud Subscription Agreement (www.tableau.com/legal/tosa).

A. **Access to Tableau Cloud**. Subject to the terms and conditions of the Elite Cloud Agreement, Tableau hereby grants to Customer a limited, non-exclusive, non-transferable, worldwide right during the Cloud Elite Service Term (as defined below) to use Tableau Cloud solely to interact with visualizations generated by Tableau based on Elite Data and for no other purpose. Customer may not upload any of its own data to Tableau Cloud or otherwise use Tableau Cloud with any other data or for any other purposes except as expressly permitted in this paragraph.

B. **Named Customer Contacts.** Use of Tableau Cloud to access the Cloud Elite Service is permitted only by Named Customer Contacts. Named Customer Contacts will receive user IDs and passwords to access Tableau Cloud. These credentials are granted to individual, named persons and may not be shared. Customer will ensure that all Named Customer Contacts keep these credentials strictly confidential. Customer is responsible for any and all actions taken by Named Customer Contacts and by anyone using Customer's accounts and passwords.

C. **License to Tableau.**

1) **Elite Data**. Subject to the terms of this Elite Cloud Agreement, Customer hereby grants to Tableau a nonexclusive, worldwide, royalty-free right to use, copy, store, transmit, distribute, perform and display (including publicly), modify and create derivative works of the Elite Data solely to the extent necessary to provide the Cloud Service.

D. **Confidentiality.** 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**"). Any login credentials to Tableau Cloud, Tableau technology, performance

information relating to Tableau Cloud, and the terms and conditions of this Elite Cloud Agreement shall be deemed Confidential Information of Tableau. Elite Data shall be deemed Customer's Confidential Information. Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information. 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. **E. Term and Termination**.

1) **Term.** The Elite Cloud Agreement is effective as of the date Customer's Elite Service commences and expires on the date of expiration or termination of Customer's Elite Service ("**Cloud Elite Service Term**").

2) **Termination.** Notwithstanding anything to the contrary, either party may terminate the Elite Cloud Agreement, for any reason or no reason whatsoever, at any time by delivering a written notice of termination to the other party. Termination is not an exclusive remedy and the exercise by either party of any remedy under this Elite Cloud Agreement will be without prejudice to any other remedies it may have under this Elite Cloud Agreement, by law, or otherwise.

3) **Effects of Termination.** Upon deactivation, termination or expiration of this Elite Cloud Agreement, Customer shall immediately cease any and all use of the Cloud Service and delete any Tableau Cloud passwords or access codes and any other Tableau Confidential Information related to the Cloud Service in its possession. Customer acknowledges that following termination, deactivation or expiration, Customer shall have no further access to any visualizations created using Elite Data and that Tableau may delete any such data at any time. Sections D, F and G will survive termination or expiration of this Elite Cloud Agreement.

F. DISCLAIMER OF WARRANTIES. NOTWITHSTANDING ANY OTHER WARRANTIES IN THE ELITE CLOUD AGREEMENT OR THE LICENSE AGREEMENT, THE CLOUD SERVICE 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 NONINFRINGEMENT. CUSTOMER 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.

G. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER LIMITATIONS OF LIABILITY SET FORTH IN THE LICENSE AGREEMENT, FOR PURPOSES OF THE CLOUD SERVICE, IN NO EVENT SHALL TABLEAU (INCLUDING TABLEAU'S LICENSORS)

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) RELATED TO THE CLOUD SERVICE, 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. NOTWITHSTANDING ANY OTHER PROVISION OF THIS ELITE CLOUD AGREEMENT OR THE LICENSE AGREEMENT, TABLEAU AND ITS LICENSORS' ENTIRE LIABILITY TO YOU RELATED TO THE CLOUD SERVICE SHALL NOT EXCEED $100.

Annex A to Elite Support Program Policy

SUPPORTED SOFTWARE	
Supported Software:	Tableau Server
POLICY TERMS	

Coverage Hours	Available 24/7 for P1 Incidents Available during local Business Hours for P2, P3, and P4 Incidents Limited support during Tableau events and holidays, as posted on the Tableau Support Services Page (www.tableau.com/support/services)
Technical Account Manager Coverage Hours	Available during TAM's standard business hours in their local time zone as posted on the Tableau Support Services Page (www.tableau.com/support/services).
Supported Channels	Customer Portal (https://customer.tableau.com/) Web Form (https://www.tableau.com/support/case) Phone Support for P1 Incidents as referenced on the TAC website (https://community.tableau.com/community/tac)
Escalations	Escalation possible through Sales contact, the TAM, or through the TAC community website (https://community.tableau.com/community/tac)
Named Customer Contacts	Up to five (5) Named Customer Contacts
TARGET RESPONSE TIMES DURING BUSINESS HOURS	
Target Response Time	P1 – 4 hours P2 – 6 hours P3 and P4 – 1 Business day
Target Update Frequency	P1 – Daily P2 – 48 hours P3 and P4 – Weekly