TABLEAU DEVELOPER PROGRAM ONLINE SITE AGREEMENT

By clicking "SUBMIT", you represent that you have read, understood, and agree to be bound by these Developer Program Online Site terms and conditions ("**Agreement**"). This Agreement forms a legal contract between Tableau Software, LLC or the applicable Tableau affiliate ("**Tableau**") and you ("**you**" or "**your**"). If you are an individual accepting this Agreement on behalf of an entity, you represent that you have legal authority to bind that entity to this Agreement. Your use of Tableau Software is subject to the End User License Agreement terms available at www.tableau.com/eula ("**EULA**") and your use of any Tableau APIs are subject to the EULA and any additional terms located in the applicable Documentation, as such term is defined in the EULA. IN THE EVENT YOU ARE REDIRECTED TO TABLEAU'S WEBSITE, YOU AGREE THAT YOUR USE IS SUBJECT TO ANY TERMS OF SERVICE POSTED THEREON.

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1. TABLEAU ONLINE DEVELOPER PROGRAM

1.1. Provision of the Online Developer Program. The "**Developer Program**", as more fully described at www.tableau.com/developer, includes access to a Tableau Online development sandbox ("**Online Developer Service**") as, more fully described in the "**Developer Program Documentation**" available here: https://www.tableau.com/developer/program-docs. Your use of the Developer Program is being made available to you free and solely for the purpose described in the Developer Program Documentation and you may not use the Online Developer Service for any other purposes including but not limited to competitive analysis. Notwithstanding anything to the contrary in the Tableau Online Subscription Agreement, your use of the Online Developer Service is subject to the terms of this Agreement.

1.2. Access to Online Developer Service. Subject to the terms and conditions of the Agreement, and except as set forth in Section 4 (Term and Termination) Tableau hereby grants to you a limited, non-exclusive, non-transferable, non-sublicensable, worldwide right to access and use the Online Developer Service in accordance with: (i) the Developer Program Documentation; (ii) the restrictions in Section 1.1 (Provision of the Online Developer Service), Section 1.5 (General Restrictions), and Section 2 (Customer Data and Your Obligations) and (iii) any other restrictions set forth in writing ("**Access Grant**"). You will use reasonable efforts to prevent any unauthorized access to or use of the Online Developer Service and the Developer Program 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.

1.3. Authorized Users. "**Authorized Users**" means those uniquely identified individuals subject to an Access Grant who are authorized by you to use and access the Online Developer Service for any purpose regardless of whether those individuals are actively using the Online Developer Service at any given time. The Authorized Users will receive user IDs and passwords to access the Online Developer Service. 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 as "Viewer", "Explorer" or "Creator" access, and the technical capabilities available to each Authorized User within the Online Developer Service shall be as set forth in the Developer Program Documentation. Subscriptions to the Online Developer Service may be reassigned between uniquely identified individuals over time, but may not be reassigned so frequently as to enable the sharing of a single Online Developer Service subscription between multiple users.

1.4. Third-Party Code. The Online Developer Service 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 Developer Program 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.

1.5. 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 the Online Developer Service or any Third Party Code or attempt to reconstruct or discover any source code, APIs, underlying ideas, algorithms, file formats or programming interfaces of the Online Developer Service 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 or further as permitted in the Developer Program Documentation); (b) distribute, sell, sublicense, rent, lease or use the Developer Online Service or any 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 Online Developer Service or any Third Party Code (including any reports or data printed via the use of the Online Developer Service Online); (d) modify any part of the Online Developer Service or any Third Party Code, create a derivative work of any part of Online Developer Service or any Third Party Code, or incorporate the Online Developer Service or any Third Party Code into or with other software, except to the extent expressly authorized in the Developer Program Documentation 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 Online Developer Service; (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 the Online Developer Service or use the Online Developer Service together with any user credentials or other copy protection device not supplied by Tableau; (g) use the Online Developer Service 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 the Online Developer Service for a greater number of Authorized Users than registered; (j) reassign subscription access rights between Authorized 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 or the Online Developer Service any support you have purchased or used hereunder; (l) use the Online Developer Service 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) automate processes, including without limitation, API calls, or refreshes of visualizations or dashboards, if such automation has a detrimental impact on Tableau's ability to provide the Online Developer Service to its other customers.

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 the Online Developer Service.

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 Developer Program 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 the Online Developer Service 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 the Online Developer Service 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 acknowledges that Tableau is not a Business Associate and that the Online Developer Service is not HIPAA compliant. "**HIPAA**" means the Health Insurance Portability 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 into the Online Developer Service or publish thereon any payment card information. You acknowledge that the Online Developer Service 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 the Online Developer Service. 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 the Online Developer Service in accordance with this Agreement and the Developer Program Documentation.

2.4 Deletion of Customer Data and Created Content. Tableau may not archive or store Customer Data or Created Content.   You agree that Tableau may delete any Customer Data or Created Content at any time, including prior to termination or expiration of the Online Developer Service for any reason or no reason whatsoever without liability to Tableau.

2.5 Suspension or Deactivation of Services. For any reason or no reason whatsoever, Tableau reserves the right to suspend, deactivate, retire or limit your Online Developer Service without liability to Tableau.

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 the Online Developer Service, the Developer Program 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 the Online Developer Service 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 in any way impacting your ownership of Customer Data. If you create any content as permitted by this Agreement and the Developer Program Documentation ("**Created Content**"), Tableau grants you a limited, worldwide, non-transferable, non-sublicensable, non-exclusive license to use Created Content solely in connection with your licensed use of Tableau Software or the Online Developer Service.

3.2. Feedback. If you submit comments, information, questions, data, ideas, descriptions of processes, or other information to Tableau ("**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. TERM AND TERMINATION

4.1. Term. This Agreement is effective as of the date you first have access to your Online Developer Service and expires at such time as you cease using the Online Developer Service for any reason. Notwithstanding anything to the contrary, Tableau may terminate this Agreement, for any reason or no reason whatsoever, at any time. Termination is not an exclusive remedy and the exercise of any remedy under this Agreement will be without prejudice to any other remedies it may have under this Agreement, by law, or otherwise.

4.2. Effect of Termination. Upon any termination or expiration of this Agreement, you shall immediately cease any and all use of and access to the Online Developer Service and destroy (or, at Tableau's request, return), any Tableau Confidential Information in its possession. You acknowledge that, except as exported or printed prior to termination or expiration by you as may be permitted through the functionality of the Online Developer Service, following termination or expiration you shall have no further access to any Customer Data input into the Online Developer Service or Created Content created using the Online Developer Service, and that Tableau may delete any such data at any time. The exercise by Tableau of any remedy under this Agreement, including termination, will be without prejudice to any other remedies Tableau may have under this Agreement, by law, or otherwise.

4.3. Survival. The following Sections shall survive any expiration or termination of this Agreement: 1.5 (General Restrictions), 2.4 (Deletion of Customer Data and Created Content), 3 (Ownership), 4 (Term and Termination), 5 (Disclaimer of Warranties), 6 (Limitation of Remedies and Damages), 7 (Indemnification), 8 (Confidential Information) and 11 (General Terms).

4.4. Fees. You are not obligated to pay any fees to Tableau for your access to the Online Developer Service granted to you under this Agreement.

5. Disclaimers of Warranties.

5.1 NOTWITHSTANDING ANYTHING IN THE AGREEMENT, TABLEAU DOES NOT MAKE ANY 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. FURTHER, TABLEAU DOES NOT MAKE ANY WARRANTIES, CONDITIONS OR UNDERTAKINGS WITH REGARD TO ANY PORTION OF CREATED CONTENT. YOU MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. 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.

6. Limitation of Remedies and Damages.

6.1 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), 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. IN NO EVENT SHALL TABLEAU (INCLUDING TABLEAU'S LICENSORS) BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OF CREATED CONTENT.

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

6.3 Failure of Essential Purpose. The parties agree that the limitations specified in this Section 6 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

7. INDEMNIFICATION

Subject to this Section 7, you shall defend Tableau from and against any and all claims by third parties resulting from or relating to: (1) your use of the Online Developer Service; (2) the Customer Data or Created Content, including without limitation any claim based on your breach or alleged breach of Section 2 (Customer Data, Created Content and Your Obligations) or alleging that the Customer Data or Created Content infringes upon any valid patent, copyright, trademark, trade secret, or other proprietary right of, or otherwise harms, such third party; or, (3) a breach of your obligations under this Agreement. You may not settle any such claim relating to the Online Developer Service without Tableau's prior written consent.

8. CONFIDENTIAL INFORMATION

8.1 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 the Online Developer Service, 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.

9. Privacy Policy: Your use of the Tableau Software, Online Developer Service is subject to Tableau Software's Privacy Policy, a current version of which is available here: https://www.tableau.com/privacy.

10. Export Control. You acknowledge that the Online Developer Service is 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 the Tableau Software 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 the Tableau Software 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 (http://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.

11. GENERAL TERMS

11.1. 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.

11.2. 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.

11.3. 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. All disputes arising out of or in relation to this Agreement shall be submitted to the exclusive jurisdiction of the courts of Seattle, Washington. 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.

11.4. 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.

11.5. 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.

11.6. Amendments; Waivers. From time to time, Tableau may modify this Agreement and the Developer Program Documentation. Unless otherwise specified by Tableau, changes become effective when published. Tableau will use reasonable efforts to notify you of the changes through communications through The Online Developer Service, email, or other means. You may be required to click to accept the modified Agreement before using The Online Developer Service, and in any event continued use of The Online Developer Service will constitute your acceptance of the version of the Agreement in effect at the time. Except as set forth in this Section 11.7, 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 employed by you, including any electronic invoicing portals and vendor registration processes, 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.

11.7. **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 the Online Developer Service is an on-line, subscription-based product, and that in order to provide improved customer experience Tableau may make changes to the Online Developer Service (which may include making available different or substitute code compared to those available as of the Effective Date), and Tableau will update the Developer Program Documentation accordingly.

11.8. **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.

11.9. **Audit Rights**. With prior reasonable notice, Tableau may audit your compliance with this Agreement, your use of the Online Developer Service, 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 the Online Developer Service in a manner that is not permitted under this Agreement, then Tableau may terminate this Agreement pursuant to Section 4 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.

11.10. **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 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, 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.

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

11.12. **Third Party Beneficiaries**. Tableau Software, LLC, 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.

11.13. 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.