



## TABLEAU PARTNER NETWORK PARTNER MARKETING FUND (PMF) PROGRAM ADDENDUM

By checking the “AGREED” box and clicking “SUBMIT”, Partner agrees to be legally bound by all of the terms and conditions of this Tableau Partner Marketing Fund Program Addendum (“**PMF Addendum**”), which becomes effective as of the date the applicable Program Fee is paid in full or Partner submits this PMF Addendum if the Program Fee is not applicable (“**Addendum Effective Date**”). This PMF Addendum is between Partner and Tableau Software, LLC or the applicable Tableau affiliate (“Tableau”). Partner agrees that this PMF Addendum is enforceable like any written agreement signed by Partner. Partner represents and warrants that it has the right and authority to enter into this PMF Addendum. This PMF Addendum is subject to, made part of and incorporates by reference all other terms of the Agreement (as defined in the Tableau Partner Network Master Terms entered into by Tableau and Partner) and the Partner Marketing Fund Handbook(<https://partners.tableau.com/Orgs/Guide.aspx?id=372>). All capitalized undefined terms shall have the meaning set forth in the Agreement.

WHEREAS, Partner was granted rights to perform activities related to Software as outlined in the Agreement.

WHEREAS, Partner wishes to participate in Tableau’s Partner Marketing Fund Program (“**PMF Program**”), under which Partner will identify and perform co-funded marketing activities to drive Tableau awareness, lead generation and sales of Software.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, the sufficiency of which is hereby acknowledged, the parties agree to adhere to the following:

- 1. Eligible Partners.** To participate in the PMF Program for a particular Program Track, Partner must at all times meet the eligibility requirements set forth in the [Program Guide](#). Even if Partner meets the eligibility criteria, Partner is not guaranteed to receive any PMF Program funds.
- 2. Marketing Plan.** Partner must create a marketing plan (“**Marketing Plan**”) and submit it for review by the designated Tableau Partner Marketing Manager and Partner Development Manager. Partner’s contribution for co-funded marketing activities must match or exceed the dollar amount that Partner is requesting from Tableau in the Marketing Plan.
- 3. Funding Approval Process.** Upon receiving Tableau’s approval of the Marketing Plan, Partner must submit a Prior Approval Request (“**PAR**”) through the Tableau designated portal (“**Fund Portal**”) for each approved co-funded marketing activity or event (“**PMF Activity**”) specified in the Marketing Plan. PARs must conform to the requirements stipulated by Tableau in the PMF Handbook. Tableau may decline to approve a PAR in its sole discretion. A PAR is only approved for a PMF Activity once Tableau responds in the Fund Portal with the pre-approved dollar amount of PMF Program funds for such PMF Activity. PARs must be submitted to the Fund Portal in the time frame specified in the PMF Handbook.
- 4. Scope.** Each PAR applies only to the exact PMF Activity specified by Partner and approved by Tableau, and shall not apply to any other project or matter (including, without limitation, another marketing event with a related party, alternate department, organization or affiliate, or any subsequent, additional or renewal matter to the same party). For clarification and the avoidance of doubt, each PMF Activity must be independently and separately reviewed with and approved by Tableau as noted herein, including any add-on or follow-on activity.
- 5. PMF Reimbursement.** To qualify for reimbursement, Partner must submit a Request for Reimbursement (“**RFR**”) in the Fund Portal in the time frame specified in the PMF Handbook. The RFR must include sufficient evidence of

completion of the PMF Activity including invoices and documentation, as further specified in the PMF Handbook and determined by Tableau in its sole discretion. Partner shall not be entitled to reimbursement of any expenses or any other payment or compensation other than reimbursement for the approved PMF Activity. PMF amounts granted to Partner may be reduced for any unpaid amounts due by Partner to Tableau that are not paid by Partner within Tableau's standard payment terms, at Tableau's sole discretion. Tableau may also decline to approve an RFR in its sole discretion. All PMF Activities under this PMF Addendum shall be reimbursed and invoiced in United States Dollars.

**6. PMF Activities.** Partner's personnel (including any subcontractors used in connection with co-marketing activities and events) shall meet the licensing, security, labor and site requirements for the locale where the PMF Activities occur. It shall be Partner's sole responsibility to compensate or pay Partner's personnel or subcontractors used in connection with PMF Activities. With regard to any attendee lists ("**Attendee List(s)**") that Partner provides to Tableau, Partner represents and warrants that it has (i) complied with all Applicable Laws and contractual obligations with respect to collection, processing and transfer of the Attendee List to Tableau; (ii) all rights necessary to transfer the Attendee List to Tableau (including any contractual rights owed to third parties); and (iii) obtained valid consent of all individuals whose Personal Data is contained in the Attendee Lists and that such individuals have consented to the individual use of such information, including the subsequent transfers to and processing by Tableau. As used in this Section 6, "Applicable Laws" shall have the meaning set forth in Section 13.1.1 (Compliance with Laws) of the Partner Master Terms and "Personal Data" shall have the meaning set forth in the Data Processing Addendum executed by the parties. Partner's indemnification obligations in the Partner Master Terms include any Claims arising out of Partner personnel's (including subcontractors) acts or omissions in relation to PMF Activities.

**7. Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN SECTION 10 (LIMITATION OF REMEDIES AND DAMAGES) OF THE PARTNER MASTER TERMS, IN NO EVENT WILL TABLEAU OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS PMF ADDENDUM, INCLUDING FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW. CLAIMS ARISING FROM OR RELATING TO PARTNER'S ACTIVITIES UNDER THIS PMF ADDENDUM SHALL BE EXCLUDED CLAIMS AND SECTIONS 10.1 (WAIVER OF CONSEQUENTIAL DAMAGES) AND SECTIONS 10.2 (LIABILITY CAP) SHALL NOT APPLY TO SUCH CLAIMS.

**8. Termination.** This PMF Addendum is effective as of the Addendum Effective Date and will terminate automatically in the event of any termination of the Agreement. Further, either party may terminate this PMF Addendum (while leaving the rest of the Agreement in effect) under the same circumstances and subject to the same procedures described for termination of an Addendum in Section 8.1 (Term and Termination) of the Partner Master Terms. Further, without limiting any other termination rights under this PMF Addendum, Tableau may terminate this PMF Addendum (and Partner's participation in the PMF Program) at any time effective immediately if it ceases to offer the PMF Program. Provided any such termination was not for Partner's breach of the Agreement or this PMF Addendum, Tableau agrees to reimburse Partner for any approved PMF Activity completed prior to the date of termination, in accordance with this PMF Addendum.

**9. General.** The parties agree that the terms and conditions set forth in the Agreement (including all schedules, addenda and prior modifications thereto, if any) shall remain in full force and effect and shall govern the parties' activities, except as otherwise expressly set forth in this PMF Addendum. In the event that any terms of this PMF Addendum are inconsistent or in conflict with any other terms of the Agreement, or the PMF Program Handbook, then the terms of this PMF Addendum shall control solely with respect to the subject matter of this PMF Addendum.