



TABLEAU PARTNER NETWORK MASTER TERMS ("PARTNER MASTER TERMS")

Welcome to Tableau's Partner Network. As a member of the Tableau Partner Network you ("**Partner**") shall be entitled to participate in one or more Program Tracks and access the Partner Portal.

By checking the "AGREED" box and clicking "SUBMIT", Partner agrees to be legally bound by all of the terms and conditions of these Partner Master Terms ("**Partner Master Terms**"), which become effective as of the date the applicable Program Fee is paid in full or the date Partner submits these Partner Master Terms if the Program Fee is not applicable ("**Effective Date**"). These Partner Master Terms are between Partner and Tableau Software, LLC or the applicable Tableau affiliate ("**Tableau**"). Partner agrees that these Partner Master Terms are enforceable like any written agreement signed by Partner. Partner represents and warrants that it has the right and authority to enter into these Partner Master Terms.

1. Definitions

"Addendum" means any addendum to these Partner Master Terms including a Track Addendum.

"Agreement" means these Partner Master Terms, all Addenda, the Program Guide and Order Forms, if applicable.

"Not-For-Resale Licensed or NFR Licensed Software" means a copy of the Software provided by Tableau to Partner in connection with Partner's participation in a Program Track.

"Documentation" means any supporting product help and technical specifications documentation provided by Tableau to its customers for the Software.

"End User" means an end user customer located within the Territory (as defined in a Track Addendum).

"End User Agreement" means either Tableau's standard End User License Agreement available at <http://www.tableau.com/eula> or Tableau's standard Online Subscription Agreement available at <http://www.tableau.com/online-agreement>.

"Order Form" means a quotation or other order form in Tableau's standard format issued by Tableau to Partner.

"Tableau Partner Network" means the specialized Program Tracks and associated Program Levels that Partner may participate in with Tableau.

"Partner Portal" means the website Tableau makes available to partners which is located at <https://partner.tableau.com/> as may be updated or relocated from time to time.

"Program Fees" means fees that Partner must pay Tableau for participation in a Program Track as set forth in the Program Guide.

"Program Guide" means the terms further describing Partner's participation in the Tableau Partner Network, including the Program Tracks, Program Levels and associated benefits and requirements, which are located at https://www.tableau.com/sites/default/files/pages/tpn_program_guide.pdf, as may be updated or relocated from time to time.

"Program Materials" means the Partner Portal, Program Guide, Tableau Marketing Materials and any other administrative or program-related materials provided to Partner from time to time.

"Program Track" means a category of the Tableau Partner Network described in the applicable Track Addendum and Program Guide.

"Program Level" means Partner's level within a Program Track as more fully described in the Program Guide. Partner's Program Level for a Program Track is specified on the Partner Portal.

"Products" has the meaning set forth in the applicable Track Addendum.

"Track Addendum" means the specific Tableau Partner Network addendum(s) that will be entered into by Partner and Tableau for a Program Track. Partner must execute and maintain in good standing at least one Track Addendum to participate in the Tableau Partner Network.

"Software" means the Tableau software products in

object code form. "Software" also includes any releases to the same Software product provided as part of Tableau Support & Maintenance. Unless otherwise noted, the Documentation is also included in the term "Software".

"**Tableau Marketing Materials**" means any marketing, training or product materials relating to Tableau or the Software provided to Partner hereunder or otherwise made available to the public.

"**Tableau Support & Maintenance**" unless otherwise defined in a Track Addendum, means support provided by Tableau for the Software according to the Tableau Standard Support Policy located at https://mkt.tableau.com/legal/tableau_technical_support.pdf (as may be updated or relocated by Tableau from time to time).

"**Tableau Trademarks**" means Tableau's name and the applicable trademarks, service marks, logos and images as listed on the Partner Portal.

2. Trademarks

2.1 License to Partner. If permitted in the Program Materials, Tableau hereby grants Partner a non-exclusive, non-transferable, non-sublicensable, limited license to use Tableau Trademarks or Tableau Marketing Materials solely to (1) identify itself as the Tableau partner type designated in a Track Addendum and (2) perform the activities permitted in the applicable Track Addendum. Partner's use of Tableau Trademarks or Tableau Marketing Materials shall conform to the then-current [Tableau Logo Usage and Messaging Guidelines](#) or other guidelines provided in writing by Tableau, which may be updated by Tableau from time to time. Provided that any such use is not misleading and Partner provides proper attribution to Tableau, Partner may also use snippets of text, screenshots of diagrams or other similar de minimis elements of the Tableau Marketing Materials in accordance with and subject to all of the terms and conditions for Tableau Marketing Materials. Any other use of Tableau Trademarks or Tableau Marketing Materials by Partner will be subject to Tableau's prior written approval.

2.2 Trademark Restrictions. Partner agrees that it will not (1) register, or attempt to register, any domain name containing the word "Tableau" or any name of a Tableau product, feature or service, and if Partner has, it will immediately affect transfer of such domain name to Tableau without charge; (2) except as expressly provided in the Agreement, use any trade name, trademark, service mark, slogan, logo or Tableau Partner Network Master Terms (August 2020)

domain name that is confusingly similar to, or any reference to, any Tableau Trademarks and (3) remove or obscure any Tableau Trademarks or other proprietary notices incorporated in, marked on or affixed to the Software or contained in any Tableau Marketing Materials or otherwise modify any Tableau Marketing Materials without Tableau's prior written consent. Partner acknowledges that its promotion of Tableau and the Software in a professional and positive manner consistent with the Tableau Marketing Materials and any other materials provided by Tableau (including the Tableau Logo Usage and Messaging Guidelines), is essential to Tableau's goodwill in the Software, and agrees that its failure to do so shall be a material breach of the Agreement. All goodwill arising from the use of the Tableau Trademarks shall at all times be vested in and inure to the benefit of Tableau.

2.3 License to Tableau. Partner grants Tableau a non-exclusive, non-transferable, non-sublicensable, limited license to use Partner's name and trademarks ("**Partner Trademarks**") in connection with the Tableau Partner Network, including on Tableau's website and in Tableau's marketing materials, to (1) identify Partner as the Tableau partner type designated in a Track Addendum and (2) use the Partner Trademarks solely to perform the activities permitted in the applicable Track Addendum. All goodwill arising from the use of the Partner Trademarks shall at all times be vested in and inure to the benefit of Partner.

2.4 Review of Use. Upon request, each party shall provide samples of its marketing collateral demonstrating its use of the other party's trademarks or licensed materials in connection with the Agreement. If a party identifies any problematic uses of the trademarks or licensed materials (which such party shall determine at its sole discretion), the other party shall promptly cease such use and use reasonable commercial efforts to retract the problematic usages already distributed to the public.

3. NFR Licensed Software and Evaluation Versions.

3.1 License. Subject to all of the terms and conditions of the Agreement, during the term specified in the Program Guide, Partner shall have the right to install and use (only on its own computers) NFR Licensed Software solely for purposes of internal training, demonstrating the Software to potential End Users and any other purpose designated in the applicable Track Addendum. This license is limited to

the number of copies or permitted configurations of NFR Licensed Software identified in the Program Guide. Partner is expressly prohibited from using NFR Licensed Software for any purposes other than as set forth in this Section 3.1 including, without limitation, using or distributing the NFR Licensed Software and/or license key(s) for internal commercial use which does not relate to the Agreement or in any billable engagements or for evaluation purposes by prospective End Users.

3.2 Disclaimer. TABLEAU MAKES NO WARRANTY OF ANY KIND AND SHALL HAVE NO SUPPORT OR INDEMNITY OBLIGATION OF ANY TYPE REGARDING THE NFR LICENSED SOFTWARE OR ANY EVALUATION VERSIONS OF THE SOFTWARE WHICH ARE PROVIDED UNDER A TRACK ADDENDUM. Tableau may terminate Partner's license to use the NFR Licensed Software upon written notice at any time for any reason without liability of any kind. In any event, such license will automatically terminate upon termination of the Agreement or the applicable Track Addendum. Upon termination of the license, Partner shall cease use of and return all copies of the NFR Licensed Software to Tableau.

4. **Software License Restrictions.** Partner shall not (and shall not allow any third party to):

(a) decompile, disassemble, or otherwise reverse engineer the Software or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the Software by any means whatsoever. This restriction shall not apply to the extent that applicable law prohibits or restricts reverse engineering restrictions, provided that Partner notifies Tableau in writing in advance of any such activity;

(b) use the Software (or any portion thereof) for time sharing, hosting, acting as a service provider or like purposes;

(c) distribute, or otherwise make available for use, the Software, except as expressly authorized hereunder;

(d) remove any trademarks, product identification, proprietary, copyright or other notices contained in the Software;

(e) modify any part of the Software, create a derivative work of any part of the Software, or incorporate the Software into or with other software,

except to the extent expressly authorized in writing by Tableau; or

(f) publicly disseminate performance information or analysis (including, without limitation, benchmarks) from any source relating to the Software;

(g) use unauthorized product keys or access credentials or distribute or publish keycode(s) except as may be expressly permitted by Tableau in writing;

(g) assert, nor will Partner 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 intellectual property infringement claim regarding any Software purchased or used hereunder; or

(h) 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 property of Tableau.

5. **Intellectual Property Rights**

5.1 Ownership. Notwithstanding anything to the contrary contained herein (except for the limited license rights expressly provided herein), Tableau and its licensors have and will retain all rights, title and interest (including, without limitation, all patent rights, copyrights, trade secret rights, trademarks, service marks, related goodwill, and confidential, proprietary information and any other intellectual property rights) in and to the Software, Tableau Trademarks, Tableau Marketing Materials, and all modifications thereto, and derivative works based thereon ("Tableau Technology and Intellectual Property Rights"). Notwithstanding any use of terms such as "purchase", "sale" or similar hereunder, all Software and deliverables are offered by Tableau on a license basis only. For clarity, Partner maintains all of its intellectual property and other proprietary rights in any material which Partner provides to Tableau under the Agreement, and nothing herein affects a transfer of ownership of any rights in such material.

5.2 No IP Development. Under the Agreement neither party anticipates developing any technology or intellectual property rights with, on behalf of or to be provided to the other party. Any such activities would be governed by a separate written agreement between the parties.

5.3 Feedback. If either party provides any suggestions, comments, or other input regarding the other party's products or services ("**Feedback**"), the Feedback recipient may use, disclose, distribute and otherwise exploit such Feedback in any manner without charge or obligation on account of intellectual property rights or otherwise.

6. Fees and Payment. Partner shall pay the Program Fees as described in the Program Guide. All payments by Partner to Tableau shall be made in the currency noted on the Order Form or applicable ordering document within thirty (30) days of Partner's receipt of the applicable invoice from Tableau. Any late payments shall be subject to a service charge equal to 1.5% per month of the amount due or the maximum amount allowed by law, whichever is less. Except as expressly set forth herein, all payment obligations are non-cancelable and all fees paid are non-refundable.

7. Partner Rights and Obligations

7.1 General. Partner's rights and obligations for a Program Track are further defined in the Track Addendum(s) and Program Guide. For the avoidance of doubt, Partner is granted no right to (and shall not) resell or distribute the Software (including for evaluation by potential End Users), except as may be agreed pursuant to a separate Track Addendum to these Partner Master Terms between Tableau and Partner.

7.2 Representations. Partner shall not make any representations, guarantees or warranties of any type with respect to the specifications, features, capabilities or otherwise concerning the Products, which are in addition to or inconsistent with the product descriptions or promotional materials delivered by Tableau or delivered on Tableau's behalf to Partner hereunder. In no event shall Partner make any representation, warranty or guarantee on behalf of Tableau. Partner shall represent Tableau and its Products in a positive and professional manner at all times.

7.3 Non-Exclusive. The rights granted to Partner hereunder are non-exclusive and nothing under this Agreement shall be deemed to prohibit Tableau from entering into any reseller, end-user license, services or other agreement with any party anywhere in the world either during or after the Term.

8. Term of Agreement

8.1 Term and Termination. The Agreement is effective as of the Effective Date and, unless sooner

terminated as provided herein, continues until all Track Addenda hereunder have been terminated (the "**Term**"). Either party may terminate the Agreement or any Addendum if the other party: (a) fails to cure any material breach of the Agreement within thirty (30) days after written notice of such breach or (b) for convenience at any time and for any reason by providing at least thirty (30) days written notice to the other party. For clarity, all Addenda shall automatically terminate upon termination of the Agreement. Except where an exclusive remedy is specified in the Agreement, the exercise by either party of any remedy under the Agreement, including termination, will be without prejudice to any other remedies it may have under the Agreement, by law, or otherwise.

8.2 Effect of Termination. Upon any termination of the Agreement, Partner shall (i) cease to be an authorized partner of Tableau and any Partner rights under any Addendum will cease, including any rights to use market or distribute the Software (ii) cease use of and destroy any and all copies of the Software and Program Materials; including materials retrieved from the Partner Portal or other Tableau resources, including Tableau Trademarks, Tableau Marketing Materials and any other similar documentation and (iii) immediately pay Tableau any amounts then due and outstanding under the Agreement or an Addendum. For avoidance of doubt, termination of the Agreement does not relieve Partner from payment obligations arising from an order placed by Partner under a Track Addendum prior to the effective date of the termination. Additionally, upon termination of the Agreement or disclosing party's request, each party will return or destroy (and certify destruction of) the other party's Confidential Information. Tableau shall have no liability to Partner of any type arising from termination of the Agreement or any Addendum.

8.3 Survival. Sections 1 (Definitions), 4 (Software License Restrictions), 5 (Intellectual Property Rights), 6 (Fees and Payment), 8 (Term of Agreement), 9 (Disclaimer of Warranties), 10 (Limitation of Remedies and Damages), 11 (Indemnification), 12 (Confidential Information), 13 (Compliance) and 15 (General) shall survive any termination of these Partner Master Terms.

9. Disclaimer of Warranties. THE SOFTWARE, PROGRAM MATERIALS, AND PRODUCTS PROVIDED BY TABLEAU ARE PROVIDED ON AN "AS IS" BASIS. NEITHER TABLEAU NOR ITS SUPPLIERS MAKE 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 NON-INFRINGEMENT. IN THE EVENT THAT PARTNER HAS OTHER STATUTORY RIGHTS, THE DURATION OF ANY SUCH STATUTORY RIGHTS SHALL BE LIMITED TO THIRTY (30) DAYS, TO THE FULLEST EXTENT PERMITTED BY LAW.

10. Limitation of Remedies and Damages

10.1 Waiver of Consequential Damages. EXCEPT FOR EXCLUDED CLAIMS (SET OUT IN SECTION 10.3 BELOW AND IN THE ADDENDA), TO THE FULLEST EXTENT ALLOWED BY LAW, NEITHER PARTY (INCLUDING, FOR TABLEAU, ITS THIRD-PARTY LICENSORS) SHALL BE LIABLE FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION TO 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.

10.2 Liability Cap. EXCEPT FOR EXCLUDED CLAIMS (SET OUT IN SECTION 10.3 BELOW AND IN THE ADDENDA), TO THE FULLEST EXTENT ALLOWED BY LAW, EACH PARTY'S (INCLUDING, FOR TABLEAU, ITS THIRD-PARTY LICENSORS') ENTIRE LIABILITY UNDER THE AGREEMENT SHALL NOT EXCEED THE GREATER OF (I) THE AMOUNT ACTUALLY PAID BY PARTNER TO TABLEAU UNDER THE AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE DATE THE CLAIM AROSE OR (II) US \$5000.

10.3 Excluded Claims. Along with the identified sections in the Addenda, Sections 10.1 (Waiver of Consequential Damages) and 10.2 (Liability Cap) of the Partner Master Terms do not apply with respect to: (i) any claims arising under the following Sections of the Partner Master Terms: Section 2.2 (Trademark Restrictions); 3 (NFR Licensed Software); 4 (Software License Restrictions), 7.3 (Representations), 11 (Indemnification), 12.1 (Use of Confidential Information), 13 (Compliance) or (ii) Partner's breach of Section 12.2 (Data Privacy/Security) of the Partner Master Terms ("**Excluded Claims**").

10.4 Failure of Essential Purpose. The parties agree that the limitations specified in this Section 10 will survive and apply even if any limited remedy

specified in the Agreement is found to have failed of its essential purpose.

11. Indemnification. Partner will defend, indemnify and hold Tableau harmless from and against any third-party claim, loss, cost, liability or damage, including attorneys' fees ("**Claims**") arising from or relating to (i) infringement of third party intellectual property rights or other harm to third parties caused by the Partner's materials, products or services, (ii) any unauthorized representation or warranty made by Partner to a third party, (iii) Partner's breach of the Agreement (including any Addendum) or its acts or omissions in its marketing or distribution activities (if permitted) under the Agreement. Partner's obligations in this Section 11 are subject to receiving: (a) prompt notice of any Claim (but in any event notice in sufficient time for Partner to respond without prejudice); (b) the exclusive right to control and direct the investigation, defense, or settlement of such Claim and (c) all reasonable necessary cooperation of Tableau. Tableau may participate in the defense of any Claim by counsel of its own choosing, at its cost and expense. Partner shall not settle any Claim without Tableau's prior written consent if the settlement requires Tableau to take any action, refrain from taking any action, or admit any liability.

12. Confidential Information.

12.1 Use of Confidential Information. Each party which receives information under the Agreement (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. The Software, technical information and other code or data of any type provided by Tableau (or its agents) shall be deemed a trade secret and Confidential Information of Tableau 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. The Receiving Party's non-disclosure obligation shall not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to

receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party who had no access to such information. In addition, Receiving Party may disclose Confidential Information if so required pursuant to a regulation, law or court order, but only to the minimum extent required to comply with such regulation or order and (where permitted) with advance notice to the Disclosing Party. The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm to the Disclosing Party that could not be remedied by the payment of damages alone and therefore, upon any such disclosure by the Receiving Party, the Disclosing Party shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law.

12.2 Data Privacy/Security. If Partner shares the Personal Data of any individuals with Tableau, then Partner shall: (i) ensure that such individuals have received all legally required notifications at or before the point of collection; (ii) where legally required, ensure that consent of the individual is properly received and logged; and (iii) provide evidence of such consent to Tableau upon request. Partner shall comply with the Data Processing Addendum which the parties have executed in connection with the Agreement. For purposes of this Section 12.2, “Personal Data” shall have the meaning set forth in the Data Processing Addendum.

13. Compliance.

13.1 Compliance with Laws.

13.1.1 Compliance with Applicable Laws. In connection with this Agreement, Partner shall comply, and shall ensure its employees, officers, directors, and any third parties performing activities on Partner’s behalf comply, with all applicable laws and regulations, including, without limitation, anti-corruption, privacy, global trade, trademark and copyright laws and ICANN policies and procedures governing domain names (“Applicable Laws”) and shall not engage in any deceptive, misleading, illegal or unethical marketing activities, or activities that otherwise may be detrimental to Tableau, its Products, End Users, or the public.

13.1.2 Compliance with Anti-Corruption Laws. Without limiting Section 13.1.1 above, in connection

with the Agreement, Partner, and all employees, officers, and directors, and any third parties working for Partner or performing activities on Partner’s behalf, (1) will comply with the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and other applicable anti-corruption laws and regulations (collectively, the “Anti-Corruption Laws”); and (2) shall keep accurate books, accounts, and records. It is the intent of the parties that no payments or transfers of anything of value shall be made in connection with the Agreement that have the purpose or effect of public, commercial or other bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business or any improper advantage.

13.1.3 Consequences of Violation. Partner hereby acknowledges and agrees that non-compliance with this Section 13 is a material breach of the Agreement under Section 8.1 and because time is of the essence in ensuring compliance with Section 13, that Tableau may terminate or suspend the Agreement immediately by written notice without any liability to Partner: (1) upon any violation by Partner of this Section 13; or (2) if Tableau believes in good faith that Partner, or any of its owners, directors, employees, or third parties (including sub-contractors), has engaged in illegal conduct or unethical business practices, including any potential violations of the Anti-Corruption Laws. Termination or suspension by Tableau under this Section 13 shall be in addition to, and not in lieu of, Tableau’s other legal rights and remedies. If Tableau terminates or suspends the Agreement under this Section 13, Tableau may suspend or withhold any payments to Partner hereunder.

13.2 Training. Partner agrees that it has provided or will provide training and information to its officers, directors, employees, and any third parties utilized by Partner in connection with performance of the Agreement as necessary to ensure full compliance with the Anti-Corruption Laws, any other Applicable Laws and any obligations set forth in this Section 13.

13.3 Certification. Partner agrees that Partner, by and through an authorized officer, will periodically, at Tableau’s request, complete Tableau’s Due Diligence Questionnaire and Compliance Certification and/or otherwise certify compliance in writing with Partner’s obligations set forth in this Section 13. Partner may be subject to additional due diligence, questions and

training, as determined by Tableau in its sole discretion.

13.4 Reporting Potential Violations. Partner agrees that it shall promptly inform Tableau's Legal Department (compliance@tableau.com) in writing (i) should it or any of its officers, directors, or employees learn of, or suspect, any act or circumstance that may violate Applicable Laws in connection with the Agreement and (ii) to the extent permissible under the law where Partner becomes subject to an inquiry, investigation or enforcement action by a governmental authority which relates to Partner's activities under the Agreement.

13.5 No Affiliation with Government Officials – Disclosure Obligation. Partner affirms that (1) none of its owners, directors, employees and, to its knowledge, third parties involved in the performance of this Agreement is a Government Official or a Close Family Member of a Government Official with the ability, or appearance of ability, to influence the performance of the Agreement; or that (2) it has fully described any such relationship in writing to Tableau's Legal Department (compliance@tableau.com or such other e-mail address designated in writing by Tableau) and received acknowledgement by Tableau's Legal Department of such disclosure. For purposes of the Agreement (i) "Government Official" means an officer or employee of any government; officer or employee of any public international organization; officer or employee of any department, agency, or instrumentality of any government or of any public international organization; officer or employee of any government-owned or government-controlled company; political party; political party official; or anyone, whether a private person or otherwise, acting in an official capacity on behalf of any of the above or of any government entity and (ii) "Close Family Member of a Government Official" means the Government Official's spouse, the Government Official's or the spouse's grandparents, parents, siblings, children, nieces, nephews, aunts, uncles, and first cousins; the spouse of any of the above; or any other person who shares the same household with the Government Official. In the event that during the Term of the Agreement there is a change in the information described in this paragraph, Partner shall promptly disclose such change to Tableau's Legal Department in writing.

13.6 Disclosure of Third Parties. Partner shall not utilize or employ any affiliate, third-party

subcontractor, consultant, agent, or other intermediary in connection with the performance of lead generation and referral activities hereunder or in connection with the resale of Products to government entities (pursuant to a Track Addendum) without prior review and approval by Tableau. To request Tableau's review and approval, Partner should include details of the foregoing in the due diligence documentation requested by Tableau or in an email submitted to Tableau's Legal Department (compliance@tableau.com or such other e-mail address designated in writing by Tableau). Tableau will have the authority to accept or reject any proposed third party.

13.7. Records and Audit. Partner agrees to maintain complete, clear and accurate records kept in the normal course of Partner's business in relation to its performance under this Agreement, including without limitation, and as applicable to Partner's activities covered by an Addendum, expense records, records of customer due diligence and third party screening, and records of End Users and End User orders. Upon ten (10) days written notice, Partner shall permit Tableau or its representative (which may include an external third party) to review such records and any other books and records of Partner which relate to Partner's performance under the Agreement to ensure Partner's compliance with its obligations to Tableau. Any such audit will be conducted during normal business hours and in a manner designed to cause minimal impact to Partner's ordinary business activities. An audit may also include interviews of relevant Partner personnel. Partner shall maintain all records required under the Agreement for at least five (5) years following termination of the Agreement.

13.8 Code of Conduct. Partner will at all times comply with [Salesforce's Global Supplier Code of Conduct](#), including without limitation any prohibition against Partner providing Tableau employees gifts or entertainment meant to gain an improper advantage. This policy may be updated from time to time.

13.9 Export Compliance. Partner acknowledges that the Software is subject to United States export control and economic sanctions restrictions, laws and regulations, and to foreign government import restrictions, laws, and regulations. Partner agrees that all use, exports, and imports related to the Agreement will be in compliance with these restrictions, laws, and regulations, and that Partner shall not and shall not allow any third party to remove or export from the United States or allow the export

or re-export, deemed export, or download, directly or indirectly, of any part of the Software or any direct product thereof in violation of these laws and regulations. If Partner is authorized to resell Software pursuant to a Track Addendum, Partner agrees to conduct reasonable due diligence, including screening potential and current End Users against restricted party lists, to ensure compliance with these laws. The foregoing obligations include but are not limited to Partner or a third-party exporting, re-exporting, transferring, importing, or downloading, directly or indirectly, the Software: (i) into (or to a national or resident of) any embargoed or terrorist-supporting country; (ii) to anyone on, or deemed to be covered by, the Consolidated Screening List <https://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-of-concern>, or any similar restricted party list of any foreign government having jurisdiction with respect to the transaction; (iii) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; (iv) to any End User 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; or (v) otherwise in violation of any export or import restrictions, laws or regulations of any United States or foreign agency or authority. Partner agrees to the foregoing and warrants that it is not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list. The Software is further restricted from being used for the design or development of nuclear, chemical, or biological weapons or missile technology, or for terrorist activity, unless all applicable government authorizations have been obtained and are valid for use for the specific activity at issue. In all instances where Partner obtains a government authorization to engage in an activity covered under this Section 13.9, Partner agrees to notify Tableau promptly in writing. Notwithstanding any other termination provisions in the Agreement, Tableau may terminate the Agreement or an Addendum in order to comply with applicable laws, regulations, or requests of governmental entities, including U.S. economic sanctions laws, regulations, and requirements, and applicable foreign import and export controls, if Partner fails to timely complete any required certification under Section 13.3, or if Tableau

determines, in its sole discretion, that Partner has breached this Section 13.9.

14. Joint Marketing

14.1 Joint Press Release. At the request of Tableau, Partner agrees to the issuance of a joint press release (“**Press Release**”) on a mutually agreed upon date. Each party will have the right to approve the Press Release in advance, but such approval will not be unreasonably delayed or withheld.

14.2 Case Study. At the request of Tableau, Partner agrees to be the subject of a partner case study testimonial written by Tableau, which will discuss Partner's participation in the Tableau Partner Network. Partner will be able to approve such materials in advance, but such approval will not be unreasonably delayed or withheld.

15. General

15.1 Assignment. The Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Tableau may assign the Agreement to any affiliate or in connection with any merger, reorganization, acquisition or other transfer of all or substantially all of Tableau's assets or voting securities. Partner may not assign or transfer the Agreement, in whole or in part, without Tableau's prior written consent. Any attempt by Partner to transfer or assign the Agreement without such written consent will be null and void.

15.2 Severability. If any provision of the 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 the Agreement shall otherwise remain in effect.

15.3 Governing Law; Jurisdiction and Venue. Excluding conflict of laws rules, the Agreement shall be governed by and construed under (a) the laws of the State of Washington, U.S. if Partner is located in North or South America, (b) the laws of Japan if Partner is located in Japan, (c) the laws of Singapore if Partner is located in Asia (excluding Japan) or Australia, or (d) the laws of England and Wales if Partner is located outside of North or South America, Asia and Australia. All disputes arising out of or in relation to the Agreement shall be submitted to the exclusive jurisdiction of the courts of (i) Seattle, Washington when the laws of Washington apply, (ii) Tokyo, Japan when the laws of Japan apply, (iii) Singapore when the laws of Singapore apply, or (iv)

London when the laws of England and Wales apply. Nothing in this section shall restrict Tableau's right to bring an action (including for example a motion for injunctive relief) against Partner in the jurisdiction where Partner's 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 the Agreement.

15.4 Attorneys' Fees and Costs. The prevailing party in any action to enforce the Agreement will be entitled to recover its attorneys' fees and costs in connection with such action.

15.5 Notices and Reports. Any notice or report hereunder shall be in writing, email or other Electronic Transmission. 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 Partner, such notice or report shall be sent by Electronic Transmission or to the mailing or email address Partner provided upon acceptance of the Agreement. Notices and reports sent by mail shall be deemed given: (i) upon receipt if by personal delivery; (ii) upon receipt if sent by certified or registered U.S. mail (return receipt requested); or (iii) one day after it is sent if by next day delivery by a major commercial delivery service. Any notices and reports sent by email or Electronic Transmission shall be effective upon receipt of the same. As used in this section, "Electronic Transmission" means any form of communication other than e-mail, not directly involving the physical transmission of paper that creates a record that may be retrieved, reviewed and retained by Partner, and that may be directly reproduced in paper form by Partner through an automated process.

15.6 Amendments; Waivers. The Agreement may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. Notwithstanding the foregoing, Tableau may update the Price List or Territory as permitted in a Track Addendum and Tableau may update the Program Guide as permitted therein. No provision of any purchase order or in any other business form employed by Partner will supersede the terms and

conditions of the Agreement, and any such document issued by a party to the Agreement shall be for administrative purposes only and shall have no legal effect.

15.7 Entire Agreement. The Agreement 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 the Agreement, including any Alliance, Reseller or Technology Partner Agreement between the parties with an effective date on or before August 1, 2020. For the avoidance of doubt, the Agreement does not supersede the terms of any other Tableau Partner Network Agreement executed by the parties.

15.8 Independent Contractors. The parties to the 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.

15.9 Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any obligation under the Agreement if the delay or failure is due to unforeseen events, which occur after the signing of the Agreement and which are beyond the reasonable control of the parties, such as strikes, blockade, war, terrorism, riots, natural disasters, refusal of 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.

15.10 Government End-Users. The Software is commercial computer software. If the user or licensee of the Software is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Software, or any related documentation of any kind, including technical data and manuals, is restricted by a license agreement or by the terms of the Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Software was developed fully at private expense. All other use is prohibited. Partner will identify to Tableau using the current means specified by Tableau if an End User is an official, agency, department, or

other entity of any government other than the United States Government.

15.12 No Third Party Beneficiaries. This Agreement benefits Tableau and Partner. There are no intended third party beneficiaries, including without limitation End Users.

15.13 Third-Party Code. The Software may contain or be provided with components subject to the terms and conditions of “open source” software licenses (“**Open Source Software**”). Open Source Software may be identified in the Documentation, or Tableau shall provide a list of the Open Source Software for a particular version of the Software to Partner upon Partner’s 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 the Agreement only with respect to such Open Source Software, including, without limitation, any provisions governing access to source code, modification or reverse engineering.