TABLEAU SOFTWARE

END USER LICENSE AGREEMENT ("EULA")

This End User License Agreement ("**Agreement**") is between Tableau and the customer (an Ordering Activity, as defined in GSA Order ADM 4800.2G and as revised from time to time) that has downloaded or otherwise procured the licensed Software (as defined below) for use as an end user ("**you**"). This Agreement covers any Software and Documentation.

1. Definitions.

Documentation: means any supporting technical documentation provided by Tableau with the Software to you.

Invoice: means any order on Tableau's standard invoice or other ordering document which references this Agreement.

Authorized User:

(a) **Desktop Software and/or User-Based Server:** "Authorized User" means those individuals: (a) for whom the applicable license fees have been paid, and (b) who are properly and uniquely identified as users of the Software, and, (c) who are properly authorized, via the issued Product Key(s), to install and/or use the functionality in the Software.

(b) **Core-Based Server**: "Authorized User" means those individuals: (a) for whom the applicable license fees have been paid and (b) who are properly authorized, via the issued Product Key(s), to install and/or use the functionality in the Software.

Software: means the Tableau software product(s) provided in connection with this Agreement in object code form (or as otherwise specified in any related Invoice). "Software" shall also include any Support and Maintenance Services releases provided to you under this Agreement. Unless otherwise noted, the Software and Documentation are referred to collectively herein as "Software".

2. Tableau Software Products.

2.1   Tableau Software. In order to use the Software under this Agreement, you must activate and/or register your copy of the Software with the valid license key or activation code provided ("**Product Key**") at the time of purchase, in accordance with the scope of use and other terms specified for each type of Software, the Documentation, and as set forth in this Section 2 of this Agreement.

2.2   Tableau Desktop (Professional and Personal) ("**Desktop Software**"): If you purchased a license to Desktop Software, for each such license you may install, via the Product Key, one copy of the Desktop Software on one primary computer and a second copy on a secondary portable or home computer for each Authorized User.

2.3   Tableau Server ("**Server Software**"): If you purchased a license to Server Software, your license will be subject to either Core-Based or User-Based restrictions, as identified on the applicable Invoice or at the time of purchase.

2.3.1   User-Based Server License: If your Server Software license is designated as User-Based, the Authorized Users enabled to use such Server Software must not exceed the number of licenses purchased on the Invoice or specified at the time of purchase. For the avoidance of doubt, "User-Based" Server Licenses are also referred to in the Invoice or Documentation as "Web Client" Server Licenses or "Interactor" Server Licenses.

2.3.2   Core-Based Server License: If your Server Software license is designated on the applicable Invoice or at the time of purchase as Core-Based, for each such license, an unlimited (until Core capacity is reached) number of Authorized Users may use the Server Software, provided that the total number of Cores residing on all computers where the Server Software is installed does not exceed the permitted number of Cores identified on your Invoice or at the time of purchase. When the Server Software is installed and distributed across multiple computers, all the Cores in each of these computers count toward to the total number of Cores licensed by you and identified on your Invoice or at the time of purchase. "**Core**" means the processor or execution core contained in the same integrated circuit within a computer's central processing unit, whether such Cores are virtual or physical.

2.4   Evaluation Version ("**Evaluation Version**"):   If you ordered a license to an Evaluation Version, you may install and use one copy of Evaluation Version Software solely for the purpose of evaluating the Software to determine whether to purchase a non-Evaluation Version copy of the Software. You may not use the Evaluation Version for any other purposes, including but not limited to competitive analysis, commercial, professional, or for-profit purposes. You may only use the Evaluation Version for fourteen (14) days from the date you activate and/or register via the Product Key or otherwise, unless otherwise specified by Tableau in the Documentation or a separate writing from Tableau ("**Evaluation Period**"). Unless you pay the applicable license fee for the Software (and Tableau issues you a Product Key in exchange), the Evaluation Version Software may become inoperable and, in any event, your right to use the Evaluation Version Software automatically expires at the end of the Evaluation Period. Notwithstanding any other provision of this Agreement, the Evaluation Version Software is provided "AS IS" without warranty of any kind, express or implied. Tableau may terminate your license to the Evaluation Version Software upon written notice at any time for any reason and without liability of any kind. IF YOU SUBSEQUENTLY LICENSE A NON-EVALUATION VERSION OF THE SOFTWARE, YOUR LICENSE TO THE EVALUATION VERSION SOFTWARE SHALL IMMEDIATELY TERMINATE AND YOU HEREBY EXPRESSLY AGREE THAT THIS AGREEMENT, AND THE TERMS AND CONDITIONS HEREIN SHALL GOVERN YOUR USE OF SUCH NON-EVALUATION VERSION.

2.5   Educational/Not For Profit Version ("**EDU/NFP Version**"): If you purchased a license to EDU/NPF Version, you may install and use such Software only if you are a qualified entity.

3. License.

3.1   Grant of License. Subject to all of the terms and conditions of this Agreement, and except as set forth in Section 6 ("Term of Agreement") Tableau grants you a limited, worldwide, non-transferable, non-sublicensable (except as permitted under Sections 3.7 and 3.8), non-exclusive license to use the Software for which you have been issued a Product Key by Tableau or an Authorized Partner, but only in accordance with (i) the Documentation, a n d (ii) the restrictions in Section 2 (Tableau Software Products).

3.2   Sample Code. Subject to the terms and conditions of this Agreement, Tableau grants you a limited, worldwide, non-transferable, non-sublicensable, non-exclusive license to modify any sample source code from the Software provided by Tableau to you ("**Sample Code**") solely for internal use for the purposes of designing, developing, testing and otherwise facilitating your use of the Software under this Agreement.

3.3   Production and Non Production Environments:

3.3.1   Non Production Environments: You may use the Server Software in a technical environment and on the platforms and configurations specified in the Documentation, solely for internal development and testing in connection with your licensed Software, or for backup purposes ("**Non Production Environment**"). Your installation, activation or use of a copy of the Software in a Non

Production Environment is limited to the same number of Authorized Users and/or permitted number of Cores as provided under Section 3.1 above. Your use of the Server Software in a Non Production Environment may be concurrent with your use of the licensed Software and such use is conditioned on you having an authorized license for the Software. You are only entitled to two (2) Non Production Environments under this Agreement. Any additional licenses for Non Production Environments other than what is described in this Section 3.3 can be purchased by you and shall be subject to the additional terms and conditions contained in the applicable Invoice or specified at the time of purchase.

3.3.2   Production Environments. As it relates to the Server Software, your commercial use of the Software is considered use within a "Production Environment" and you are entitled to one (1) Production Environment for each Server Software license purchased under this Agreement. Your use of the Server Software in a Production Environment allows for a single Production Environment regardless of the fact that single Production Environment may consume all the Cores identified on your Invoice or at the time of purchase.

3.4   Archive Copies. You are entitled to make a reasonable amount of copies of the Software for archival purposes.

3.5   Media Elements: The Software contains maps or other third-party content ("**Media Elements**"). The Software license granted under this Agreement includes the right to use Tableau-provided Media Elements solely with the Software for which Tableau has granted a license to you under this Agreement. For the avoidance of doubt, you may not sell, license or distribute copies of the Media Elements by themselves or as part of any collection or product.

3.6   Electronic Delivery. All Software and Documentation shall be delivered by electronic means unless otherwise specified on the applicable Invoice or at the time of purchase. Software shall be deemed delivered when it is made available for download by you ("**Delivery**").

3.7   Permitted Sublicense. You may permit third parties ("**Permitted Sublicensees**") to access the Server Software as Authorized Users from your Servers on your behalf, provided that, (a) you shall remain responsible for the acts and omissions of such Permitted Sublicensees as if such were your acts and omissions, (b) such use is only for your benefit, and (c) upon request you will identify each such Permitted Sublicensee. Any use of the Server Software by Permitted Sublicensees shall be within the usage restrictions in the applicable Invoice or specified at the time of purchase.

3.8   Third Party Sublicensees. Notwithstanding the prohibition against sub-licensing in Section 3.1, you may provide access or use of the Server Software to any third parties for such third party's own benefit ("**Third Party Sublicensees**"), provided that (a) you require the Third Party Sublicensees to agree to terms at least as restrictive as than those contained in this Agreement ("**Sublicensee Terms**"), (b) the Sublicensee Terms will provide that Tableau is a third-party beneficiary of such Sublicensee Terms and be as protective of Tableau as this Agreement; and, (c) you shall not sell, sublicense, rent, or lease the Server Software to a Third Party Sublicensee for

time sharing, hosting, service provider or like purposes. Any use of the Server Software by Third Party Sublicensees shall be within the usage restrictions in the applicable Invoice or specified at the time of purchase. The warranty in Section 7 and the Support and Maintenance Services in Section 8 shall not apply to any use of the Server Software by Third Party Sublicensees.

3.9   License Restrictions. You shall not (and shall not allow any third party to): (a) decompile, disassemble, or otherwise reverse engineer the Software or Media Elements or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the Software or Media Elements by any means whatsoever (except and only to the extent that applicable law prohibits or restricts reverse engineering restrictions); (b) distribute, sell, sublicense, rent, lease or use the Software, Media Elements or Sample Code (or any portion thereof) for time sharing, hosting, service provider or like purposes, except as expressly permitted under this Agreement; (c) remove any product identification, proprietary, copyright or other notices contained in the Software, Media Elements or Sample Code; (d) modify any part of the Software, Media Elements or Sample Code, create a derivative work of any part of the Software, Media Elements, or Sample Code, or incorporate the Software, Media Elements or Sample Code into or with other

software, except to the extent expressly authorized in writing by Tableau; (e) publicly disseminate performance information or analysis (including, without limitation, benchmarks) from any source relating to the Software, Media Elements or Sample Code; (f) utilize any equipment, device, software, or other means designed to circumvent or remove any form of Product Key or copy protection used by Tableau in connection with the Software, or use the Software together with any authorization code, Product Key, serial number, or other copy protection device not supplied by Tableau or through an Authorized Partner; (g) use the Software to develop a product which is competitive with any Tableau product offerings; (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 the property of Tableau; or (i) use unauthorized Product Keys or keycode(s) or distribute or publish keycode(s) except as may be expressly permitted by Tableau in writing or required by law.

4.   Ownership. Notwithstanding anything to the contrary contained herein, except for the limited license rights expressly provided herein, Tableau and its suppliers have and will retain all rights, title and interest (including, without limitation, all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Software, Sample Code, Media Elements, and all copies, modifications and derivative works thereof (including any changes which incorporate any of your ideas, feedback or suggestions). You acknowledges that you are obtaining only a limited license right to the Software, Sample Code, Media Elements and that irrespective of any use of the words "purchase", "sale" or like terms hereunder no ownership rights are being conveyed to you under this Agreement or otherwise.

5.   Payment. You shall pay all fees associated with the Software licensed and any services purchased hereunder as set forth in the applicable Invoice or at the time of purchase. All payments shall be made in the currency noted on the applicable ordering document.   Except as expressly set forth herein, all fees are non-refundable once paid.

6.   Term of Agreement.

6.1   Term. This Agreement is effective as of the Delivery of the Software and expires at such time as all license and service subscriptions hereunder have expired or terminated in accordance with their own terms (the "**Term**"). For clarification, the term of your license under this Agreement may be perpetual, limited for Evaluation Version, or designated as a fixed-term license in the Invoice or by an Authorized Partner, and shall be specified at your time of purchase. Either party may avail itself of applicable remedies in the event of material breach.
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6.2   Termination. Upon any expiration or termination of this Agreement, you shall cease any and all use of any Software and destroy all copies thereof and so certify to Tableau in writing. Tableau may audit the copies of the Software purchased by you to assure compliance with this Section 6.2. Tableau may pursue available remedies.

6.3   Survival. Sections 3.9 (License Restrictions), 4 (Ownership), , 6 (Term of Agreement), 7.3 (Disclaimer of Warranties), 9 (Limitation of Remedies; Indemnification and Damages), 10 (Confidential Information), 11 (Export Compliance) and
12 (General) shall survive any termination or expiration of this Agreement.

7.   Limited Warranty and Disclaimer.

7.1   Limited Warranty. Tableau warrants to you that for a period of thirty (30) days from Delivery (the "**Warranty Period**") the Desktop Software and Server Software shall operate in substantial conformity with the Documentation. Tableau does not warrant that your use of the Software will be uninterrupted or error-free or that any security mechanisms implemented by the Software will not have inherent limitations.. Tableau shall have no obligation with respect to a warranty claim unless notified of such claim within the Warranty Period.

7.2   Exclusions. The above warranty shall not apply: (i) if the Software is used with hardware or software not specified in the Documentation; (ii) if any modifications are made to the Software by you or any third party; (iii) to defects in the Software due to accident, abuse or improper use by you; (iv); or (iv) to any Evaluation Version or other Software provided on a no charge or evaluation basis.

7.3   Disclaimer of Warranties. THIS SECTION 7 IS A LIMITED WARRANTY.   NEITHER TABLEAU NOR ITS SUPPLIERS MAKES ANY OTHER WARRANTIES, CONDITIONS OR UNDERTAKINGS,

EXPRESS OR IMPLIED,EXCEPT AS STATED IN THE SCHEDULE CONTRACT, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, OR NONINFRINGEMENT. YOU 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 WARRANTY PERIOD.

7.4   This clause does not limit or disclaim any of the warranties specified in the GSA Schedule 70 Contract under FAR 52.212-4(o).   In the event of a breach of warranty, the U.S. government reserves all rights and remedies under the contract, the Federal Acquisition Regulations, and the Contract Disputes Act, 41 U.S.C. §7101 - 7109.

8.   Support & Maintenance. Subject to the terms and conditions of this Agreement, and the applicable ordering document, you may purchase support and maintenance services as set forth in Tableau's Support and Maintenance Policies ("**Support and Maintenance Services**") and as specified in your Invoice.

9.   Limitation of Remedies; Indemnification and Damages.

9.1   BUT FOR: EITHER PARTY'S BREACH OF SECTION 10 (CONFIDENTIAL INFORMATION), OR
 YOUR BREACH OF SECTION 3.9 (LICENSE RESTRICTIONS), NEITHER PARTY SHALL 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 OR COSTS OF COVER), 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.

9.2   BUT FOR: EITHER PARTY'S BREACH OF SECTION 10 (CONFIDENTIAL INFORMATION), OR
 YOUR BREACH OF SECTION 3.9 (LICENSE RESTRICTIONS), BOTH PARTIES' ENTIRE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE SOFTWARE LICENSE FEES PAID BY YOU FOR THE SOFTWARE OR THE FEES PAID OR OWED BY YOU FOR THE SERVICE DIRECTLY CAUSING THE DAMAGES.

9.3   The parties agree that the limitations specified in this Section 9 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

9.4   Tableau Indemnification: Subject to this Section 9, Tableau shall indemnify and hold harmless you and your officers, directors, employees and agents from and against all claims, arising out of any claim by a third party to the extent such claim alleges that the Software (in each case as provided by Tableau) infringes any copyright, US patent right, trade secret right, or other intellectual property right ("**Claim**"). In the event that the Software is, or in Tableau's sole opinion is likely to be, enjoined or subject to a Claim,, Tableau, at its option and expense, may (a) replace the Software with functionally equivalent non-infringing Software or (b) obtain a license for your continued use of the Software, or, if the foregoing alternatives are not reasonably available to Tableau (c) refund any sums prepaid for the unused Term, if any.

Notwithstanding the above, Tableau shall have no liability for any Claim which: (i) pertains to any Software that has been altered or modified without Tableau's prior written approval; (ii) is based on use of the Software in conjunction with any item not provided by Tableau, unless such use is shown to constitute the infringement when not used in conjunction with the item not provided by Tableau; (iii) pertains to any unauthorized use of the Software; (iv); or, pertains to an unsupported release of the Software or (v) pertains to any Open Source Software or other third party code provided with the Software. THIS SECTION 9.4 SETS FORTH TABLEAU'S SOLE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

9.5.   The above section 'Limitation of Remedies; Indemnification and Damages' shall not impair the U.S. government's right to recover for fraud or crimes arising out of or related to this contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §3729 – 3733. Furthermore, this clause shall not impair nor prejudice the U.S. government's right to express remedies provided in the GSA Schedule Contract (e.g., clause 552.238-75—Price Reductions, clause 52.212-4(h)—Patent Indemnification, and GSAR 552.215-72—Price Adjustment—Failure to Provide Accurate Information)."

9.6 Defense, Procedure: For all Claims described in Section 9.4: the process of submitting and resolving

any such claims shall be consistent with applicable regulations, and the parties will reasonably cooperate in any such matter.

10.   Confidential Information. Each party agrees that all code, inventions, know-how, business, technical and financial information it obtains ("**Receiving Party**") 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, documentation or technical information provided by Tableau (or its agents), performance information relating to the Software, shall be deemed 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 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, contractors or subcontractors 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 would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to appropriate equitable relief in addition to whatever other remedies it might have at law.

11.   Export Compliance. Export Compliance.   You acknowledge that the Software is subject to United States export control and economic sanctions laws, regulations and requirements and to import laws, regulations and requirements of certain foreign governments. You shall not, and shall not allow any third-party to, export from the United States or allow the re-export or re-transfer of any part of the Software, (i) to any country subject to export control embargo or economic sanctions implemented by any agency of the U.S. Government; (ii) to any person or entity on any of the U.S. Government's Lists to Check (http://www.bis.doc.gov/complianceandenforcement/liststocheck.htm) ; (iii) to any known 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.

12. General.

12.1 <u>Assignment</u>. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Tableau may assign this Agreement only in accordance with the procedures of FAR Part 42.12. You may not assign or transfer this Agreement, in whole or in part, without Tableau's written consent except that you may assign its rights and obligations under this Agreement, in whole but not in part, without Tableau's written consent in connection with any merger, consolidation, sale of all or substantially all of your assets, or any other similar transaction provided that: (i) the assignee is not a direct competitor of Tableau; (ii) you provide prompt written notice of such assignment to Tableau; (iii) the assignee is capable of fully performing your obligations under this Agreement; and (iv) the assignee agrees to be bound by the terms and conditions of this Agreement. Any attempt to transfer or assign this Agreement without such written consent will be null and void.

12.2 <u>Severability</u>. 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.

12.3 <u>Governing Law; Jurisdiction and Venue</u>. This Agreement is governed by the laws of the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods or 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. The jurisdiction and venue for actions related to the subject matter hereof shall be determined by the applicable federal law.

12.4 <u>Intentionally Deleted.</u>

12.5 <u>Notices and Reports</u>. Any notice or report hereunder shall be in writing. If to Tableau, such notice or report shall be sent to Tableau at 837 N. 34th Street, Suite 400, Seattle, WA 98103 to the attention of "Legal Department". If to you, such notice or report shall be sent to the address you provided upon placing your order. Notices and reports 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.

12.6 <u>Amendments; Waivers</u>. 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.

12.7 <u>Entire Agreemen</u>t. if you have entered into a separate written license agreement signed by Tableau for use of the Software, the terms and conditions of such other agreement shall prevail over any conflicting terms or conditions in this Agreement.

12.8 <u>Third-Party Code</u>. 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 you upon your written request.

12.9 <u>Independent Contractors</u>. 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.

12.10 <u>Audit Rights</u>. Upon Tableau's written request, you shall certify in a signed writing that your use of the Software is in full compliance with the terms of this Agreement (including any core and user limitations). With prior reasonable notice, Tableau may audit the copies of the Software in use by you provided such audit is during regular business hours subject to any security requirements. If such inspections or audits disclose that you have installed, accessed or permitted access to the Software in a manner that is not permitted under this Agreement, then Tableau may pursue available remedies.

12.11 <u>Force Majeure</u>. 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 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.

12.12 <u>Government End-Users</u>. 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 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 Software was developed fully at private expense. All other use is prohibited.

12.13 <u>Authorized Partner</u>. If you received the Software under an agreement from a Tableau Authorized Partner: ("**Partner Agreement**") with an authorized Tableau reseller, partner or OEM ("**Authorized Partner** ") then, notwithstanding anything to the contrary in this Agreement, (a) your use of the Software is subject to any additional terms in the Partner Agreement, including any limitations on use of the Software in conjunction with third party applications, and (b) you agree to pay the Authorized Partner the fees agreed in the Partner Agreement and you have no direct payment obligations to Tableau for that purchase under Section 8 above. If your warranty and support terms stated in your Partner Agreement are different than what is stated in section 7 or 8, then Tableau has no warranty or support obligations to you under this Agreement (although the disclaimers of warranties in Section 7.3 still apply to you). If your warranty and support terms passed on in your Partner Agreement are as stated herein, then section 7 and 8 shall apply to you as written. Notwithstanding anything in this Agreement to the contrary, (i) the Partner Agreement may not modify any of the remaining terms of this EULA and (ii) the Partner Agreement is between you and the Authorized Partner and is not binding on Tableau.