

TABLEAU SOFTWARE, INC.

END USER LICENSE AGREEMENT ("EULA")

BY CHECKING THE ACCEPTANCE BOX OR INSTALLING OR USING ALL OR ANY PORTION OF THE SOFTWARE, YOU ARE ACCEPTING ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ANY REVISED OR RENEWED VERSIONS THEREOF, AS WILL BE PUBLISHED ON THE TABLEAU'S WEBSITE AT WWW.TABLEAUSOFTWARE.COM. YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN AGREEMENT SIGNED BY YOU. IF YOU DO NOT AGREE TO ALL OF THESE TERMS AND CONDITIONS, DO NOT INSTALL THE SOFTWARE. IF YOU WISH TO USE THE SOFTWARE AS AN EMPLOYEE, CONTRACTOR, OR AGENT OF A CORPORATION, PARTNERSHIP OR SIMILAR ENTITY, THEN YOU MUST BE AUTHORIZED TO SIGN FOR AND BIND THE ENTITY IN ORDER TO ACCEPT THE TERMS OF THIS AGREEMENT.

This End User License Agreement ("**Agreement**") is between Tableau Software, Inc., located at 837 North 34th Street, Suite 400, Seattle, WA 98103 ("**Tableau**") and the customer (individual or entity) 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.

Authorized User: means a "Named Authorized User" and/or a "Guest Authorized User".

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

Guest Authorized User: means those individuals: (a) for whom the applicable license fees have been paid and (b) who you have properly authorized their access to, and enabled their use of, the Guest Authorized User functionality in the Software via the issued Product Key(s).

Invoice: means any order on Tableau's standard invoice or other ordering document which references this Agreement. Each Invoice which references this Agreement shall be deemed a part of this Agreement.

Named Authorized User: means those individuals: (a) for whom the applicable license fees have been paid, (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 Named Authorized User functionality in the Software.

New Versions: means an upgrade or update of the Software provided by Tableau to you in accordance with the terms of Section 8.3.

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 New Versions provided to or purchased by 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 to you ("**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 Named 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 Named 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. If your User-based Server Software license is designated on the applicable Invoice or at the time of purchase as Guest Authorized User enabled, for each such license you may enable an unlimited number of Guest Authorized Users.

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

number of Named 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 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. If your Core-based Server Software license is designated as "Guest Authorized User enabled", for each such license, you may enable an unlimited number of Guest Authorized Users.

2.4 Educational Version ("Educational Version"). If you purchased a license to Educational Version, you may install and use such Software only if you are a person who qualifies as a permitted user of Educational Versions (as specified in the applicable Documentation).

2.5 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.

2.6 Third-Party Distributor Licenses. If you obtained the Software from an authorized third-party reseller, distributor or OEM distributor ("**Authorized Distributor**"), your use of the Software is subject to any additional terms provided by the Authorized Distributor including any limitations on Software use in conjunction with third party applications. Any other use of the Software provided to you by an Authorized Distributor is strictly prohibited. Notwithstanding any other term in this Agreement, (i) the warranty in Section 7 and the Support Services in Section 8 shall not apply to any Software provided to you by an Authorized Distributor and (ii) no terms provided by an Authorized Distributor may modify these terms or otherwise bind Tableau to any obligation.

3. License.

3.1 Grant of License. Subject to all of the terms and conditions of this 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 Distributor, but only in accordance with (i) the Documentation, (ii) the restrictions in Section 2 (Tableau Software Products), and (iii) the number of Authorized Users and/or permitted number of Cores (if applicable), on the platforms and configurations or other restrictions set forth in the applicable Invoice or as agreed

upon with an Authorized Distributor. As it relates to the Server Software, use pursuant to this section 3.1 is considered use within a "Production Environment" and you are only entitled to one (1) Production Environment under this Agreement. If you have not paid the applicable license fee for use of the Software, then you are granted only a license to the Evaluation Version Software in accordance with Section 2.5.

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 **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.

3.4 **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. All Media Elements are provided "AS IS", and Tableau makes no warranties, express or implied of any kind with respect to such Media Elements.

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 Named Users and/or Guest Authorized Users from your Servers, 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 no less onerous than those contained in this Agreement ("**Sublicensee Terms**"), and (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. 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 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 directly or through an Authorized Distributor; (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.

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 acknowledge 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 U.S. dollars within thirty (30) days of the Delivery of the Software to you. Except as expressly set forth herein, all fees are non-refundable once paid. You shall be responsible for all taxes, withholdings, duties and levies arising from the order (excluding taxes based on the net income of Tableau).

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 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 Distributor, and shall be specified at your time of purchase. Either party may terminate this Agreement (including all related Invoices) if the other party: (a) fails to cure any material breach of this Agreement within thirty (30) days after written notice of such breach, provided that Tableau may terminate this Agreement immediately upon any breach of Section 3.9 (License Restrictions) or if you exceed any other restrictions contained in Section 2 (Tableau Software Products); (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against such party (and not dismissed within sixty (60) days). Termination is not an exclusive remedy and the exercise by either party of any remedy under this Agreement will be without prejudice to any other remedies it may have under this Agreement, by law, or otherwise.

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.

6.3 **Survival.** Sections 3.9 (License Restrictions), 4 (Ownership), 5 (Payment), 6 (Term of Agreement), 7.3 (Disclaimer of Warranties), 10 (Limitation of Remedies and Damages), 11 (Confidential Information), 12 (Export Compliance) and 13 (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's sole liability (and your exclusive remedy) for any breach of this warranty shall be, in Tableau's sole discretion, to use commercially reasonable efforts to provide you with an error-correction or work-around which corrects the reported non-conformity, or if Tableau determines such remedies to be impracticable within a reasonable period of time, to refund the license fee paid for the applicable Software. 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) to any Software provided to you by an Authorized Distributor; or (v) 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 AND, EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7, THE SOFTWARE AND ALL SERVICES ARE PROVIDED "AS IS". NEITHER TABLEAU NOR ITS SUPPLIERS MAKES ANY OTHER WARRANTIES, CONDITIONS OR UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. 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.

8. Support & Maintenance.

8.1 **Support Term.** The terms of this Section 8 shall only apply to Desktop Software and Server Software. Subject to the terms and conditions of this Agreement, you are entitled to support and maintenance services ("**Support Services**") with a license to Desktop Software or Server Software; provided, however that, unless agreed to in writing by Tableau, Support Services are not provided by Tableau for: (i) any claim for Support Services that is not submitted by you; (ii) any Software provided to you by an Authorized Distributor; and (iii) Evaluation Version Software. The Support Services will commence on the date of Delivery of the Software and will continue thereafter for an initial support term of one (1) year. Thereafter, such Support Services shall be renewed upon Tableau's receipt of applicable payment from you. All terms and conditions hereof shall remain in effect during each one-year support renewal term, except as the parties otherwise expressly agree to in writing.

8.2 **Support Services.** Tableau shall make commercially reasonable efforts to correct bugs or other errors in the Software. You acknowledge that Tableau is not required to correct every or any bug, error or problem with the Software that you report to Tableau or which Tableau is otherwise made aware. Tableau may also provide reasonable technical assistance via telephone, email or online resources via www.tableausoftware.com. Support Services cover only the current publicly available version of the Software and do not cover hardware, operating systems, networks or third-party software. At Tableau's sole discretion, Tableau may provide support for other versions of the Software, but is under no obligation to do so. You may contact Tableau Customer Support (<http://www.tableausoftware.com/support/>) during any period for which you have paid for Support Services. You understand that Tableau may need additional information from you as to your use of the Software in order to provide Support Services requested by you, to upgrade the Software, and to ensure your compliance with the terms of this Agreement.

8.3 **Upgrades.** Support Services may include New Versions to the Software, when and if made commercially available by Tableau. If Tableau labels the New Version as an upgrade or update to Software previously licensed to you ("**Previous Version**"), you must replace the Previous Version (including all installed copies) with the New Version, although you may retain one copy of the Previous Version for backup. Your rights with respect to the New Version shall, unless otherwise provided in the accompanying User Documentation, be the

same as those rights provided to you with Previous Version. Unless separately agreed to in writing by Tableau, in no event shall you use the New Version copy and Previous Version copy at the same time. You are only granted a single license for each copy of the Software and that license automatically transfers to the New Version once installed. Under no circumstances shall you transfer the Previous Version to any other person without also transferring the New Version. Tableau reserves the right to require you to destroy or return the Previous Version to Tableau and to require you to provide proof that you have complied with these terms.

9. **Professional Services.** You may obtain additional professional consulting services for separate and additional payment and subject to terms and conditions described in Tableau's Professional Services Schedule (located at <http://www.tableausoftware.com/files/pss.pdf>), which schedule is incorporated into this Agreement by this reference. Classification of any and all service requests as "Support Services" or additional professional consulting services shall be at Tableau's sole discretion.

10. Limitation of Remedies; Indemnification and Damages.

10.1 IN NO EVENT SHALL TABLEAU (INCLUDING TABLEAU'S SUPPLIERS) 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.

10.2 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, TABLEAU AND ITS SUPPLIERS' ENTIRE LIABILITY TO YOU UNDER THIS AGREEMENT SHALL NOT EXCEED THE SOFTWARE LICENSE FEES PAID BY YOU FOR THE SOFTWARE OR THE FEES PAID BY YOU FOR THE SERVICE DIRECTLY CAUSING THE DAMAGES.

10.3 The parties agree that the limitations specified in this Section 10 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

11. **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, and the terms of this Agreement 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 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.

12. **Export Compliance.** You acknowledge that the Software is subject to export restrictions by the United States government and import restrictions by certain foreign governments. You shall not, and shall not allow any third-party to, remove or export from the United States or allow the export or re-export of any part of the Software or any direct product thereof: (i) into (or to a national or resident of) any embargoed or terrorist-supporting country; (ii) to anyone on the U.S.

Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals; (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; or (iv) otherwise in violation of any export or import restrictions, laws or regulations of any United States or foreign agency or authority. You shall indemnify, defend and hold harmless Tableau from and against any claims, penalties, loss or damage arising out of a breach of your obligations under this Section. You agree to the foregoing and warrant that you are 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, without the prior permission of the United States government.

13. General.

13.1 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.

13.2 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.

13.3 Governing Law; Jurisdiction and Venue. This Agreement shall be governed by the laws of The State of Washington and 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 the Washington state and United States federal courts located in Seattle, Washington, and both parties hereby submit to the personal jurisdiction of such courts.

13.4 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.

13.5 Notices and Reports. Any notice or report hereunder shall be in writing. If to Tableau, such notice or report shall be sent to Tableau at the address above 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.

13.6 Amendments; Waivers. 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.

13.7 Entire Agreement. This 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 this Agreement. Customer purchase orders may be submitted for administrative purposes only, but the terms and conditions contained therein shall be of no force and effect. The failure by either party to insist upon strict enforcement of any terms and conditions of this Agreement shall not be construed as a waiver of such right. Notwithstanding the foregoing, 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.

13.8 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.

13.9 Audit Rights. 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. 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 terminate this Agreement immediately 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.

13.10 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 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.

13.11 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 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.