Order Form Supplement for Tableau Software

This Order Form Supplement is a part of the order form by which the Customer ordered the Tableau Software (the “Order Form”). The Order Form and this Order Form Supplement are governed by the Master Subscription Agreement (“Agreement”). This Order Form Supplement adjusts certain terms of the Agreement, solely with respect to the Software (as defined herein). Except as adjusted herein, all terms and conditions set forth in the Agreement shall continue to apply in full force and effect. Capitalized terms used but not defined in this Order Form Supplement have the meanings given to them in the Order Form and Agreement. For purposes of this Order Form Supplement, the term “Documentation” includes “Tableau Documentation.” Tableau Documentation can be found at www.tableau.com/legal/documentation.

**Delivery.** In order to use the Software, you must activate your copy of the Software with the valid license key(s) or activation code(s) provided to you (“Product Key”) at the time of purchase and/or submit a uniquely identifiable user registration when prompted. All Software and Tableau Documentation shall be delivered by electronic means unless otherwise specified on the applicable Order Form. Software shall be deemed delivered when it is made available for download by you.

**Software License.** Subject to all of the terms and conditions of this Order Form Supplement and the Agreement, during the relevant subscription term, Tableau grants to Customer a non-transferable, non-sublicensable (except as expressly provided herein), non-exclusive license to use the Tableau Software for which you have been issued a Product Key by Tableau in object code form for Customer’s own internal business operations on the platforms and configurations, but only in accordance with (i) the Documentation, (ii) the Agreement, and (iii) all restrictions set forth in the Order Form and this Order Form Supplement, including without limitation restrictions related to type of license. Customer may copy and install on Customer's computers for use only by Customer's Authorized Users one copy of the Software for each subscription designated in the applicable Order Form. “Authorized User” means those licensed uniquely identified individuals who are authorized by you to install and/or use the Software regardless of whether those individuals are actively using the Software at any given time. Licenses granted on an Authorized User basis may be permanently reassigned between uniquely identified individuals over time, but may not be reassigned so frequently as to enable the sharing of a single license between multiple users. For the avoidance of doubt, if you purchased a license to a Software package, each such Software package may be used only by a single Authorized User, and may not be shared by multiple users. “Software” means the confidential proprietary Tableau software product(s) provided in connection with this Agreement in object code form (or as otherwise specified in any related Order Form), as more fully described in the Documentation. “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”. All undefined names of Software products have the meanings given to them in the Documentation.

**Usage Restrictions.** In addition to the Usage Restrictions in the Agreement, and as a condition of your license, you shall not (and shall not allow any third party to): (a) publicly disseminate performance information or analysis (including, without limitation, benchmarks) from any source relating to the Software; (b) 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; (c) assert, nor will you authorize, assist or encourage any third-party to assert, against Tableau or any of its affiliates, customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding any Software or Support and Maintenance or Professional Services you have purchased or used hereunder; (d) 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 (e) use or disclose the Software in violation of your confidentiality obligations.

**Client Sublicensees.** You may permit third parties (“Client Sublicensees”) to access the Server Software as Authorized Users on your servers but only so the Client Sublicensees may: (a) interact with visualizations generated by you through your use of the Software and based on Customer Data, or (b) themselves create visualizations using Customer Data, provided that in each case such Customer Data is relevant to your provision of services to that particular Client Sublicensee (“Visualization Access”) and further provided that you, in providing your Client Sublicensees Visualization Access, are not acting as “Marketing Service Provider”, “Service Bureau” or other entity with a similar business model. Client Sublicensees may not publish their own data to your Server Software, use any data other than Customer Data with your Server Software or access your Server Software for any other purposes except as expressly permitted in this Section. For the avoidance of doubt, Client Sublicensees may not access any other Tableau Software, including any add-on features to Tableau Server Software for any purpose. You shall ensure
that all Client Sublicensees’ use of Server Software is limited as described in this Section by designating the appropriate access levels for Client Sublicensees within Server Software. You shall be solely responsible for your relationships with Client Sublicensees and must notify Client Sublicensees that Tableau shall have no warranty, support or other obligation or liability to any Client Sublicensee. You acknowledge that Tableau does not assume and should not be exposed to the business and operational risks associated with your business or any aspects of providing Visualization Access to your Client Sublicensees, and therefore you shall be liable for all acts and omissions of your Client Sublicensees as if their acts or omissions were your own. For purposes of this Section only, “Customer Data” means data generated by you or your Authorized User and used by or imported into the Software, but excludes data generated by a Client Sublicensee unless such data is combined with your data or is relevant to your provision of services to such Client Sublicensee.

Production and Non-Production Environments.

Production Environments: As it relates to the Server Software, your use of the Software as a content creation, hosting, distribution and collaboration platform is considered use within a “Production Environment” and you are entitled to one (1) Production Environment for each Server Software license you purchase under this Agreement. Your use of the Server Software allows for a single Production Environment regardless of the fact that the single Production Environment may not consume all the licenses identified on your Ordering Document.

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 the functionality of your licensed Software, or for disaster recovery purposes (“Non-Production Environment”). If your license for Server Software is Core-Based, the creation, sharing, viewing, refreshing and/or revising of visualizations or data sources and any similar content development or review is not a permitted use for the Non-Production Environment. For the avoidance of doubt, the foregoing usage restrictions do not apply if your license for Server Software is User-Based. Your installation, activation or use of a copy of the Software in a Non-Production Environment is limited to the same Authorized Users and/or permitted number of Cores as provided above. Your use of the Server Software in a Non-Production Environment may be concurrent with your use of the licensed Software in a Production Environment 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 can be purchased by you and shall be subject to the additional terms.

Customer Data. Customer acknowledges that electronic data and information submitted by or for Customer to the Software is not hosted by or on behalf of Tableau. Accordingly, notwithstanding anything to the contrary, such electronic data and information submitted is not Customer Data (or Your Data, or any comparable defined term) under the Agreement.

Warranties. Notwithstanding anything to the contrary in the Agreement, Tableau warrants to you that for a period of thirty (30) days from Delivery (the “Warranty Period”) the 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. For the avoidance of doubt, this warranty applies only to the initial Delivery of Software under an Order Form and does not renew or reset, for example, with renewal License Terms or the delivery of Software updates or maintenance releases or Product Keys.

THE ABOVE WARRANTY SHALL NOT APPLY: (A) IF THE SOFTWARE IS USED WITH HARDWARE OR SOFTWARE NOT AUTHORIZED IN THE DOCUMENTATION; (B) IF ANY MODIFICATIONS ARE MADE TO THE SOFTWARE BY YOU OR ANY THIRD PARTY; (C) TO DEFECTS IN THE SOFTWARE DUE TO ACCIDENT, ABUSE OR IMPROPER USE BY YOU; (D) TO ANY EVALUATION VERSION OR OTHER SOFTWARE PROVIDED ON A NO CHARGE OR EVALUATION BASIS; OR (E) TO ANY MAPS CREATED USING THE SOFTWARE (“MAPS”), SUCH FUNCTIONALITY IS PROVIDED PURELY FOR REFERENCE PURPOSES. TABLEAU MAKES EVERY EFFORT TO ENSURE THE MAPS ARE FREE OF ERRORS BUT DOES NOT WARRANT THE MAPS OR MAP FEATURES ARE ACCURATE. THE BOUNDARIES AND NAMES SHOWN AND THE DESIGNATIONS USED IN THE MAPS DO NOT IMPLY OFFICIAL ENDORSEMENT OR ACCEPTANCE BY TABLEAU.
Support & Maintenance. Subject to the terms and conditions of this Agreement, including payment of any applicable fees, Tableau shall provide support and maintenance services for the Software for the period set forth in the Ordering Document, pursuant to Tableau’s then-current Support and Maintenance Policies (“Support and Maintenance Services”). All Support and Maintenance Services renewals will be subject to the terms and conditions of this Agreement including Tableau’s then-current Support and Maintenance Policies.

Indemnification by You. Your obligations under the Indemnification by Customer include all claims by third parties (including any Client Sublicensees) resulting from or relating to: (a) any breach by you of the Client Sublicensees Section of this Order Form Supplement, and (b) Client Sublicensees’ use of the Software.

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 and provide a current list of Authorized Users for all Software licenses. With reasonable prior notice, Tableau may audit your use of the Software and compliance with this Agreement, software monitoring system and records, provided such audit is during regular business hours. If such inspections or audits disclose that you have installed, accessed or permitted access to or use of the Software in a manner that is not permitted under this Agreement, then Tableau may terminate this Agreement pursuant to the Termination section of the Agreement 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.

Export Compliance. In addition to the Export Compliance requirements in the Agreement, you agree that you shall not allow any third party to export, re-export, or transfer any part of Software in violation of these laws and regulations.

Limitation of Liability. The Limitations of Liability set forth in the Agreement do not apply to (a) your breach of the Usage Restrictions, Export Compliance and Client Sublicensee Sections in the Agreement and this Order Form Supplement, or (b) damages arising out Client Sublicensee’s use of the Software, including your related indemnification obligations.

General. For the avoidance of doubt, the following Sections of the Agreement do not apply to Tableau Software: Provision of Purchased Services, Protection of Customer Data, Beta Services, Removal of Content and Non-SFDC Applications; and SFDC Warranties.