



TABLEAU PARTNER NETWORK RESELLER TRACK ADDENDUM

By checking the “AGREED” box and clicking “SUBMIT”, Partner agrees to be legally bound by all of the terms and conditions of this Tableau Reseller Track Addendum (“**Reseller Addendum**”), which becomes effective as of the date Partner submits this Reseller Addendum (“**Addendum Effective Date**”). This Reseller Addendum is between Partner (“**Reseller**”) and Tableau Software, LLC or the applicable Tableau affiliate (“**Tableau**”). Reseller agrees that this Reseller Addendum is enforceable like any written agreement signed by Reseller. Reseller represents and warrants that it has the right and authority to enter into this Reseller Addendum. This Reseller Addendum is subject to, made part of and incorporates by reference all other terms and conditions of the Agreement (as defined in the Tableau Partner Network Master Terms entered into by Tableau and Reseller). All capitalized undefined terms shall have the meaning set forth in the Agreement.

This Reseller Addendum permits Reseller to distribute certain products and services of Tableau in a specified Territory and sets forth the terms and conditions under which those products and services will be delivered.

1. Definitions

“**Discounts**” means Reseller’s discounts which are generally described in the Program Guide and more specifically outlined for particular Products in the Price List.

“**Designated Use**” means any configuration, term, copy, user or other restrictions on use of the Software specified on the applicable Order Form.

“**Price List**” means the price list located on the Partner Portal which includes the then-current version of Tableau’s standard price list and Reseller’s applicable Discounts.

“**Products**” means the Tableau Software licenses, Tableau Support & Maintenance, professional services, training, and any other products or services listed on the Price List or under an Order Form.

“**Territory**” or “**Country Cluster**” means the geographic or market territory specified on the Partner Portal. Where the Territory is within the European Economic Area, Reseller is authorized to market and distribute the Products to End Users based in any member state of the European Economic Area.

“**US Public Sector**” has the meaning set forth in the Program Guide.

2. License

2.1 Reseller Appointment. Subject to all of the terms and conditions of this Reseller Addendum, during the Addendum Term, Tableau hereby:

(1) appoints Reseller as an authorized, non-exclusive reseller of the Products in the Territory; and (2) grants Reseller the non-exclusive, non-transferable, non-sublicenseable right to market and distribute the Products directly to End Users, but solely (i) for use by such End Users only and without any right of redistribution, (ii) subject to the Designated Use restrictions, and (iii) pursuant to the terms of an End User Agreement (as defined in the Partner Master Terms). Notwithstanding the foregoing Reseller shall not resell the Products to any End User within the US Public Sector.

2.2 NFR Licensed Software and Evaluation Versions.

(a) NFR Licensed Software. Reseller may use the NFR Licensed Software pursuant to the license in Section 3.1 of the Partner Master Terms. Reseller’s license in Section 3.1 of the Partner Master Terms further includes the right to use NFR Licensed Software for End User support purposes under this Reseller Addendum.

(b) Evaluation Versions. Reseller shall ensure that NFR Licensed Software is not used for evaluation by End Users. Such use is prohibited. Instead, to the extent permitted in the Program Guide and subject to the terms and conditions of this Reseller Addendum, Reseller may distribute copies of the Software for evaluation purposes as “Evaluation Versions” (as defined in the End User Agreement) to End Users in the Territory. Use of Evaluation Versions shall at all times be subject to all the terms and conditions of the End User Agreement. Unless otherwise permitted in

the Program Guide, Evaluation Version licenses will last for fourteen (14) days only and may not be extended without prior approval of Tableau.

3. Orders, Price and Payment

3.1 Orders. Reseller shall place orders for Products under the Agreement in accordance with the Order Form. No order shall be binding until accepted in writing by Tableau. Any additional or different terms provided on any Reseller purchase order shall have no force and effect. Reseller shall not provide any copy of the Software or any other Product to any End User without first placing an order for such Software or other Product with Tableau.

3.2 Fees and Payment. Tableau shall license the Products to Reseller at the prices set forth in the Price List. Payment for the Products and Program Fees shall be made to Tableau in accordance with Section 6 (Fees and Payment) of the Partner Master Terms. Non-payment by End Users shall not relieve Reseller of its obligation to pay fees to Tableau.

3.3 Taxes. Reseller shall be responsible for all taxes, withholdings, duties, shipping expenses, and levies arising from any order, including without limitation all value added taxes, customs duties, consumption, use and other taxes (but excluding taxes based on the net income of Tableau). If any withholding tax is required by applicable law to be paid by Reseller in relation to payments due to Tableau hereunder, Reseller will provide Tableau with official receipts and/or certificates from the appropriate taxing authorities to establish that any applicable taxes have been paid.

3.4 Refunds. If a refund is specified as a remedy in the End User Agreement, or if Tableau elects to issue a refund in its sole discretion, Tableau will remit to Reseller the portion of the applicable amounts due to the End User which were previously received by Tableau and Reseller shall remit such amount and any additional amount previously received by Reseller as necessary to provide the End User the full refund to which it is entitled under the End User Agreement. Reseller shall issue any such refund within thirty (30) days of receipt of such amounts from Tableau. Notwithstanding the foregoing, Tableau may issue any refund directly to the applicable End User (and in such case Reseller will remit to Tableau or such End User, as Tableau may direct, the amounts of such refund for which Reseller is responsible).

4. **Delivery and License Keys.** All Products shall be delivered by Tableau directly to End Users solely in

electronic form. Tableau will deliver each copy of the Software and applicable license keys or provide user access credentials, on a per-order basis directly to End Users.

5. Reseller Obligations

5.1 Marketing. Reseller shall actively promote and market the Products and shall use reasonable commercial efforts to participate in mutually agreed marketing activities.

5.2 Forecasts and Reporting. Reseller shall provide to Tableau forecasts and reports if specified in the Program Guide.

5.3 Management Reviews. Reseller agrees to participate in regular management reviews with Tableau management to discuss topics including: account reviews, lead status, forecast, market plan and other relevant business issues.

5.4 Sales Training. Reseller agrees to meet all training, accreditation and certification requirements specified in the Program Guide.

5.5 End User Agreement; Enforcement. Reseller agrees that it will: (i) notify each End User that the Products are subject to the End User Agreement (and provide a copy of or link to the End User Agreement) prior to acceptance of the End User's order; (ii) include either a copy of or link to the End User Agreement in each quotation and any order form issued to each End User; and (iii) not remove or obscure the End User Agreement or in any manner interfere with each End User's review and acceptance of the End User Agreement. If Reseller becomes aware of any unauthorized use of the Products or of any failure by an End User to comply with an End User Agreement, Reseller shall immediately notify Tableau in writing and use its best efforts, at Tableau's direction, to ensure that such End User agrees in writing to abide by the provisions of the End User Agreement and pays the appropriate license fees or otherwise assist Tableau in the enforcement of the End User Agreement. For clarity, Reseller's indemnification obligations in the Partner Master Terms include any breach of this Section 5.5.

5.6 Insurance. Reseller shall maintain commercial property, casualty and liability insurance in amounts customary for businesses operating in Reseller's industry. Reseller agrees that Reseller and anyone claiming by, through, under or on Reseller's behalf will have no claim, right to action, or right of subrogation against Tableau based on any loss or

liability insured against under the foregoing insurance.

5.7 International Reseller. In the event the Territory includes any country outside of the United States: (i) all Products shall be provided by Tableau in English language versions only unless Tableau designates that a different language or country specific version is available; (ii) all Tableau Support & Maintenance shall be provided by Tableau in the English language only; (iii) Reseller may not translate or localize any Product without Tableau's prior consent and (iv) Reseller shall be solely responsible for any translation or localization required to create a legally enforceable End User Agreement in each such country in the Territory. Reseller shall inform Tableau of the requirements of any governmental authorities concerning approval of or distribution by Reseller of the Products in any country outside of the United States and, if applicable and in coordination with Tableau, shall take actions necessary to meet such requirements.

6. Term of Addendum

6.1 Term and Termination. This Reseller Addendum is effective as of the Addendum Effective Date and will continue until terminated in accordance with Section 8.1 (Term and Termination) of the Partner Master Terms. (the "**Addendum Term**").

6.2 Effect of Termination. Section 8.2 (Effect of Termination) of the Partner Master Terms applies in connection with any termination of this Reseller Addendum. For the avoidance of doubt, any End User licenses granted prior to the termination of this Reseller Addendum shall survive in accordance with the terms of the applicable End User Agreement, provided that in no event may such licenses be extended or renewed by the Reseller without the prior written consent of Tableau. During the remaining license term for multi-year subscription licenses, Tableau reserves the right to continue to invoice Reseller for outstanding license fees as they come due in accordance with the invoice schedule in the applicable Order Form. In the event of the foregoing, Reseller shall remit payment to Tableau in accordance with Section 3.2 (Fees and Payment). Sections 1 (Definitions), 3.2 (Fees and Payment), 5.5 (End User Agreement; Enforcement), 6 (Term of Addendum), and 9 (Excluded Claims) shall survive any termination of this Reseller Addendum.

7. End User Warranties. Reseller understands and agrees that the only warranties for the Software offered to End Users will be those set out in the End

User Agreement. Reseller may not offer any extended or additional warranties for the Software to any End User. In event of a warranty claim under the End User Agreement, Reseller agrees to cooperate with Tableau in administering the claim. Any warranty refund provided as a remedy pursuant to an End User Agreement shall be provided in accordance with Section 3.4 (Refunds).

8. Services

8.1 Support and Maintenance. Tableau will provide such support and maintenance as is described in the Program Guide ("**Tableau Support & Maintenance**"). Reseller's support and maintenance obligations, if any, are also described in the Program Guide. Tableau reserves the right to sell Tableau Support & Maintenance services for perpetual license Products and renewals for term license Products directly to End Users.

8.2 Training and Professional Services. Reseller may order training and professional services to be provided directly by Tableau to Resellers or End Users if such Products are listed on the Price List.

9. Excluded Claims. In addition to the Excluded Claims identified in Section 10.3 of the Partner Master Terms, Sections 10.1 (Waiver of Consequential Damages) and 10.2 (Liability Cap) of the Partner Master Terms also do not apply with respect to any claims arising under Section 2 (License), and 5.5 (End User Agreement; Enforcement) of this Reseller Addendum.

10. Indemnification. Tableau shall defend, indemnify and hold harmless Reseller from and against any claim of infringement of a patent, copyright, or trademark which is asserted against Reseller by a third party based upon Reseller's distribution of the Software in accordance with the terms of the Agreement, provided that Tableau shall have received from Reseller: (i) prompt notice of such claim (but in any event notice in sufficient time for Tableau to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense, or settlement of such claim; and (iii) all reasonable necessary cooperation of Reseller. If Reseller's distribution of any of the Software is, or in Tableau's opinion is likely to be, enjoined due to the type of infringement specified above, if required by settlement or if Tableau determines such actions are reasonably necessary to avoid material liability, Tableau may, in its sole discretion: (a) substitute for the Software substantially functionally similar

programs and documentation; (b) procure for Reseller the right to continue distributing the Software; or if (a) and (b) are not commercially reasonable, (c) terminate the Agreement. The foregoing obligations of Tableau shall not apply: (1) to the extent the alleged infringement is caused by a modification of the Software by any party other than Tableau; (2) to the extent the alleged infringement is caused by a combination with a non-Tableau product or process; (3) to any unauthorized use of the Software; (4) to any unsupported release of the Software; (5) to any third-party code contained within the Software; (6) if Reseller distributes the Software in breach of the terms of the Agreement; or (7) if Reseller settles or makes any admissions with respect to a claim without Tableau's prior written consent. THIS SECTION 10 SETS FORTH TABLEAU'S SOLE LIABILITY AND RESELLER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

11. Revisions to Territory, Price List and Discounts. Notwithstanding anything in the Agreement to the contrary, Tableau may revise the Territory by providing Reseller with thirty (30) days' notice. Tableau may update the Price List at any time; provided however, that if Tableau removes Products from the Price List or decreases Reseller's Discounts, Tableau will provide Reseller with thirty (30) days' notice. Tableau shall provide notices to Reseller under this Section 11 in accordance with Section 15.5 (Notices and Reports) of the Partner Master Terms. Revisions under this Section 11 do not require a contract amendment.

12. 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.