



TABLEAU PARTNER NETWORK "PARTNER JOINT SELLING" PROGRAM 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 Partner Joint Selling Program Addendum ("**Joint Selling Addendum**"). The Joint Selling Program launch date ("**Launch Date**") will be announced on the Partner Portal. If prior to the Launch Date, Partner submits this Joint Selling Addendum, then this Addendum is effective on the Launch Date. If following the Launch Date, Partner submits this Addendum, then this Joint Selling Addendum is effective on the date the this Joint Selling Addendum is submitted. The foregoing date shall be referred to as the "Addendum Effective Date." This Joint Selling Addendum is between Partner and Tableau Software, LLC or the applicable Tableau affiliate ("**Tableau**"). Partner agrees that this Joint Selling Addendum is enforceable like any written agreement signed by Partner. Partner represents and warrants that it has the right and authority to enter into this Joint Selling Addendum. This Joint Selling Addendum is subject to, made part of and incorporates by reference all other terms of the Agreement (as defined in the Tableau Partner Network Partner Master Terms entered into by Tableau and Partner). All capitalized undefined terms shall have the meaning set forth in the Agreement.

1. Eligible Partners. To participate in the Partner Joint Selling Program ("**Joint Selling Program**") for a particular Program Track, Partner must at all times meet the eligibility requirements set forth in the [Program Guide](#).

2. Joint Selling Prospects. Partner will be eligible to receive credit towards its Annual Contract Value (ACV) commitment for participating in certain co-selling activities to qualifying prospective customers ("**Joint Selling Prospects**") for sales transactions approved by Tableau ("**Joint Selling Opportunity(ies)**"). A Joint Selling Prospect must meet the qualifications outlined in the Program Guide for each Joint Selling Opportunity.

3. Approval of Joint Selling Opportunities. In order to approve a Joint Selling Opportunity for a Joint Selling Prospect, Tableau must determine in its sole discretion that Partner meets the criteria outlined in the Program Guide. A prospect is not a Joint Selling Prospect, and Tableau may decline to approve the Joint Selling Opportunity for the reasons outlined in the Program Guide or if Tableau reasonably concludes that approval of the Joint Selling Opportunity would otherwise be adverse to its business interests.

4. Scope. Each Joint Selling Opportunity applies only to the exact account and opportunity tagged in Tableau's CRM system and shall not apply to any other sale (including, without limitation, any sale to any related party, alternate department, organization or affiliate, or any subsequent, additional or renewal sale to the same party). For clarification and the avoidance of doubt, each opportunity must be independently and separately approved as noted herein, including any add-on or follow-on opportunity.

5. Joint Selling Commissions. Certain Joint Selling Opportunities may be eligible to receive a Joint Selling Commission (as defined below). Subject to eligibility requirements, Tableau will make a payment to Partner based on Eligible Billings for Joint Selling Prospects that enter into a definitive agreement with Tableau for the license of Software (the "**Joint Selling Commission**") details of which are outlined in the Program Guide. For clarity, Tableau will pay Joint Selling Commissions only for Joint Selling Prospects related to a Joint Selling Opportunity meeting the requirements in this Joint Selling Addendum and Program Guide (including without limitation Section 4 (Scope) of this Joint Selling Addendum). "**Eligible Billings**" is defined in the Program Guide. Amounts related to contingencies that are subject to refund will be held back until the contingencies are satisfied for both GAAP revenue recognition and legal requirements. In no event shall Tableau have any liability to Partner whatsoever in the absence of an approved Joint Selling Opportunity, even if Partner provides Tableau with information which contributes or may contribute to a sale. Partner shall not be entitled to any reimbursement of any expenses or for any other payment or compensation of any type other than payment of the Joint Selling Commissions as stated above. Tableau reserves the right to add additional commissionable products to this Joint Selling Program.

6. Joint Selling Commissions Opt-Out. Partner may decline to receive Joint Selling Commissions entirely under this Joint Selling Addendum by following the steps described in the Program Guide. If Partner opts-out of receiving Joint Selling Commissions in this manner, Tableau will not pay Partner any Joint Selling Commissions. Partner may

also decline to receive Joint Selling Commissions in connection with a specific opportunity as described in the Program Guide. In either case, the amount of Eligible Billings to which Partner would have otherwise been entitled for Commissionable Prospects under this Joint Selling Addendum will be tracked and applied toward Partner's ACV requirements set forth in the Program Guide.

7. Termination. This Joint Selling Addendum is effective as of the Addendum Effective Date and will terminate automatically in the event of any termination of the Agreement. Further, either party may terminate this Joint Selling Addendum (while leaving the rest of the Agreement in effect) under the same circumstances and subject to the same procedures described for termination of an Addendum in Section 8.1 (Term and Termination) of the Partner Master Terms. Further, Tableau may terminate this Joint Selling Addendum at any time effective immediately if it ceases to offer the Partner Joint Selling Program. Provided any such termination was not for Partner's breach of the Agreement or this Joint Selling Addendum, Tableau agrees to pay Partner the Joint Selling Commissions, if any, which come due under any Joint Selling Opportunities approved prior to the date of termination, in accordance with this Joint Selling Addendum.

8. Clarification about Software. The "Software" eligible for the Joint Selling Program activities under this Joint Selling Addendum is the Tableau software product(s) designated by Tableau in the Program Guide. Tableau may, at its sole discretion, and only upon written notice to Partner, make changes to the Software eligible for Joint Selling Commissions. This Joint Selling Addendum does not affect any license rights, restrictions or other terms pertaining to the use of any Tableau products (by Partner or any third party) under the Agreement. Software used or distributed by Partner (or anyone else) pursuant to the Agreement is not eligible for Joint Selling Commissions under the Joint Selling Program.

9. General. The parties agree that the terms and conditions set forth elsewhere in the Agreement (including all schedules, addenda and prior modifications thereto, if any) shall remain in full force and effect and shall govern the parties' activities, except as otherwise expressly set forth in this Joint Selling Addendum. In the event that any terms of this Joint Selling Addendum are inconsistent with any other terms of the Agreement, then the terms of this Joint Selling Addendum shall control solely with respect to the subject matter of this Joint Selling Addendum.