



TABLEAU PARTNER NETWORK SERVICES 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 Services Track Addendum (“**Services Addendum**”), which becomes effective as of the date Partner submits this Services Addendum (“**Addendum Effective Date**”). This Services Addendum is between Partner (“**Services Partner**”) and Tableau Software, LLC or the applicable Tableau affiliate (“**Tableau**”). Services Partner agrees that this Services Addendum is enforceable like any written agreement signed by Services Partner. Services Partner represents and warrants that it has the right and authority to enter into this Services Addendum. This Services 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 Services Partner). All capitalized undefined terms shall have the meaning set forth in the Agreement.

This Services Addendum permits Services Partner to (i) engage in joint marketing, teaming or other relationships with respect to specific End User opportunities in a specified Territory and (ii) provide implementation services related to the Software to End Users in the Territory.

1. Joint Opportunities. The parties may enter into mutually agreed joint marketing, teaming or other relationships with respect to a particular End User opportunity (“**Joint Opportunity**”) in the geographic territory specified on the Partner Portal (“**Territory**” or “**Country Cluster**”). In any such efforts, the parties shall provide reasonable cooperation related to their respective products and services (“**Products**”). If either party is invited to participate by the other party in a Joint Opportunity on a particular project, such party shall provide the other party with a response in a timeframe mutually agreed upon by the parties.

2. Services Delivery. Services Partner may pursue opportunities and execute contracts directly with End Users in the Territory to provide implementation services related to the Software (“**Services**”). Services Partner may only provide Services to an End User if the End User has a valid ongoing license to the Software. Any use of the End User’s licensed Software by Services Partner in connection with the Services will be as arranged between Services Partner and the End User as permitted under the applicable End User Agreement (as defined in the Partner Master Terms). Services Partner acknowledges that Services Partner is solely responsible for (a) the Services and any related work product provided to End Users and (b) Services Partner’s own relationships and agreements with End Users (collectively, “**Services Partner Responsibilities**”), and Tableau has no responsibility or liability of any kind for the Services Partner Responsibilities. Tableau’s obligations to End Users related to its Software are as set forth in the End User Agreement. Services Partner’s indemnity obligations in the Partner Master Terms include any Claims based on or arising from Services Responsibilities.

3. No Resale or Distribution. Services Partner is granted no right to (and shall not) resell or distribute the Software (including for evaluation by potential End Users),

except as may be agreed pursuant to a separate written agreement between Tableau and Services Partner. Services Partner is not authorized to and will not directly or indirectly grant (or purport to grant) to any prospect or End User any right in or related to any Tableau Technology and Intellectual Property Rights as defined in Section 5.1 (Ownership) of the Partner Master Terms.

4. Program Benefits and Obligations

4.1 NFR Licensed Software. Services Partner may use the NFR Licensed Software pursuant to the license in Section 3.1 of the Partner Master Terms. Services Partner’s license in Section 3.1 of the Partner Master Terms includes the right to internally use the NFR Licensed Software for Services Partner’s own development and testing purposes reasonably necessary for Services Partner’s delivery of the Services to End Users. For clarity, however, Services Partner may not use the NFR Licensed Software for production purposes or on behalf of any End User and may not use the NFR Licensed Software to create dashboards, visualizations or reports to be distributed to or used by or on behalf of End Users. As stated in Section 3.1 of the Partner Master Terms, Services Partner is expressly prohibited from using the NFR Licensed Software for any purposes other than those permitted in Section 3.1 of the Partner Master Terms and this Section 4.1, including, without limitation, using or distributing the NFR Licensed Software and/or license key(s) for commercial use which does not relate to the Agreement or in any billable engagements or for evaluation purposes by prospective End Users.

4.2 Program Fees. Services Partner agrees to pay the Program Fees in accordance with Section 6 (Fees and Payment) of the Partner Master Terms.

4.3 Competing Products. “**Competing Product(s)**” means a product offering similar functionality to the Software, including business intelligence, data

visualization, data mining or data analysis software. In no event will Services Partner's marketing or sales materials or website disparage the Software as compared to Competing Products.

4.4 **Training.** Services Partner agrees to meet all training, accreditation and certification requirements specified in the Program Guide.

5. **Term of Addendum**

5.1 **Term and Termination.** This Services 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**").

5.2 **Effect of Termination.** Section 8.2 (Effect of Termination) of the Partner Master Terms applies in connection with any termination of this Services Addendum. Section 4.2 (Program Fees), 5 (Term of Addendum) and 6 (Excluded Claims), and Services Partner's indemnity obligations in Section 2 shall survive termination of this Services Addendum.

6. **Excluded Claims.** In addition to the Excluded

Claims identified in Section 10.3 of the Partner Master Terms, Sections 10.1 and 10.2 of the Partner Master Terms do not apply with respect to any breach by Services Partner of Section 2 (Services Delivery) and Section 3 (No Resale or Distribution) of this Services Addendum.

7. **Joint Marketing.** The parties agree to undertake joint marketing opportunities if mutually agreed upon by the parties in writing.

8. **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.

9. **Revisions to Territory.** Notwithstanding anything in the Agreement to the contrary, Tableau may revise the Territory by providing Services Partner with thirty (30) days' notice. Tableau shall provide notices to Services Partner under this Section 9 in accordance with Section 15.5 (Notices and Reports) of the Partner Master Terms. Revisions under this Section 9 do not require a contract amendment.