



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

Tableau and Technology Partner (collectively, the “**Parties**”) may offer technology and/or services which are complimentary to each other’s technology/and or services (“**Products**”). Technology Partner is developing, has developed or otherwise intends to make available to End Users one or more solutions approved by Tableau in accordance with the Program Guide to enable its Products to integrate or interoperate with Tableau’s Products (each referred to individually as a “**Solution**”).

1. Evaluation Materials. Technology Partner may provide Technology Partner’s Products (including APIs) (“**Evaluation Materials**”) for interoperability review, testing, and validation of a Solution by Tableau (“**Permitted Purposes**”). Unless otherwise agreed in writing, the Products provided to Tableau by Technology Partner for evaluation will be considered Evaluation Materials. During the Addendum Term, Technology Partner grants Tableau a worldwide, revocable, royalty-free, non-exclusive, nontransferable, non-sublicenseable, license to install, run and use a reasonable number of copies of the Evaluation Materials for the Permitted Purposes. Except for the license rights granted in this paragraph, Technology Partner retains all its right, title and interest in its Evaluation Materials. Tableau agrees not to: (i) decompile, disassemble, or reverse engineer the Evaluation Materials (except to the extent these restrictions are limited by applicable law or unless separately authorized by Technology Partner in writing); (ii), sell, sublicense, rent, or lease the Evaluation Materials to third parties; or (iii) remove any proprietary notices contained in the Evaluation Materials. Nothing in this Technology Addendum obligates Tableau to receive any Evaluation Materials or to conduct any testing or review of Evaluation Materials. For the avoidance of doubt, this Technology Addendum supersedes any shrink-wrap terms required to install or use the Evaluation Materials in connection with this Technology Addendum.

2. NFR Licensed Software. Technology Partner may use the NFR Licensed Software pursuant to the license in Section 3.1 of the Partner Master Terms. Technology Partner’s license in Section 3.1 of the Partner Master Terms further includes the right to use the NFR Licensed Software in the Territory for purposes of developing, testing, and

evaluating a Solution under this Technology Addendum. As stated in Section 3.1 of the Partner Master Terms, Technology 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 2, 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.

3. No Resale or Distribution. Technology 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 Technology Partner. Technology Partner is not authorized to and will not directly or indirectly grant (or purport to grant) to any End User or prospect 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. Competing Products. As stated in Section 7.3 of the Partner Master Terms, the rights granted under the Agreement are non-exclusive. Each Party understands and acknowledges that the other Party may currently or in the future be developing internally or obtaining from other persons information, products, technology or services that may be similar to those of the other Party (including as may be reflected in the Party’s Confidential Information). Nothing in this Technology Addendum limits a Party’s rights (a) to develop or procure any information, products, technology or services, even if similar to those of the other Party, or (b) undertake any business activities now or in the future or enter into any transaction or agreement with any other Party, even if competitive with the activities or

interests of the other Party, in each case so long as the Party does not violate its express obligations under the Agreement (including confidentiality and non-use). Nothing in this Technology Addendum will be construed as preventing employees or other representatives of Tableau who had access to Confidential Information from using for any purpose that information retained in their unaided memory as part of their general skill, knowledge, talent and expertise. Access to Confidential Information will not preclude an employee or other representative of a Party who has had access to Confidential Information from working on projects that relate to similar subject matters, provided that such individual does not violate confidentiality and non-use terms of the Agreement.

5. Program Benefits and Obligations.

5.1 Territory. The geographic territory (“**Territory**” or “**Country Cluster**”) in which Technology Partner may offer a Solution and otherwise exercise its rights and obligations under this Technology Addendum is specified on the Partner Portal.

5.2 Program Fees. Technology Partner agrees to pay the Program Fees specified in the Program Guide in accordance with Section 6 (Fees and Payment) of the Partner Master Terms.

5.3 Training. Technology Partner agrees to meet all accreditation and certification requirements specified in the Program Guide.

6. Representation of Rights and Product Responsibility.

Each Party represents that it has all necessary rights to grant the licenses granted under this Technology Addendum. Each Party will be solely responsible for its Products, and for representations regarding its Products, that it provides to its customers. Technology Partner acknowledges that Technology Partner is solely responsible for developing, offering directly to End Users, and supporting a Solution and Tableau has no responsibility or liability of any kind related to a Solution. Technology Partner’s indemnity obligations in the Partner Master Terms include any Claims based on or arising from Technology Partner’s Evaluation Materials or Solution.

7. Financial Responsibility. Except as expressly set forth in this Technology Addendum, each Party is responsible for its own expenses in connection with the performance of this Technology Partner Addendum and will not be entitled to reimbursement of any such expenses.

8. Term of Addendum

8.1 Term and Termination. This Technology 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**”).

8.2 Effect of Termination. Section 8.2 (Effect of Termination) of the Partner Master Terms applies in connection with any termination of this Technology Addendum. In the event that this Technology Addendum is terminated by either Party, Technology Partner shall cease offering a Solution as a Tableau Technology Partner and all licenses granted under this Technology Addendum will cease. In the event that Tableau terminates the Agreement or this Technology Addendum for material breach, Technology Partner shall cease offering a Solution if it contains any development tools or code provided by Tableau even if such offering is independent from the Technology Partner Program. Section 4 (Competing Products), 5.2 (Program Fees), 6 (Representation of Rights and Product Responsibility), 8 (Term of Addendum) and 10 (Excluded Claims) shall survive termination of this Technology Addendum.

9. 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: (i) any claims arising under Section 1 (Evaluation Materials), Section 2 (NFR Licensed Software), Section 3 (No Resale or Distribution), Section 6 (Representation of Rights and Product Responsibility) of this Technology Addendum.

10. Joint Marketing. The Parties agree to undertake joint marketing opportunities and go-to-market opportunities if mutually agreed in writing.

11. Entire Agreement. The Agreement (as defined in the Partner Master Terms) 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.

12. Revisions to Territory. Notwithstanding anything in the Agreement to the contrary, Tableau may revise the Territory by providing Technology Partner with thirty (30) days’ notice. Tableau shall provide notices to Technology Partner under this Section 12 in accordance with Section 15.5 (Notices and Reports) of the Partner Master Terms. Revisions under this Section 12 do not require a contract amendment.