Vizable Mobile Application Terms

We are pleased you have found Tableau's VIZABLE mobile application! By using, downloading or installing Vizable, you indicate that you have read, understood, and agree to be bound by these Vizable Mobile Application Terms (“Terms”). These Terms govern your use of Vizable (defined below) and form a legal contract between Tableau Software, Inc. (“Tableau” or “we”) and you (“Customer” or “you”). If you are an individual accepting these Terms on behalf of an entity, you represent and warrant that you have full legal authority to bind that entity to these Terms as the “Customer”.

1. **Your License Right and Scope of Use Terms.** Subject to these Terms, Tableau grants you a non-exclusive, non-transferable, non-sublicensable license to install and use Vizable on compatible devices that you own or control (“Your Devices”) and as permitted in these Terms. These Terms apply only to Vizable. You must enter into a separate agreement for use of any other Tableau products or services.

2. **Fees.** We currently offer Vizable at no charge, but reserve the right to charge a fee in the future for continued use of Vizable (and will update these Terms accordingly).

3. **Updates, Documentation and Support.** We may provide updates or upgrades to Vizable (“Updates”), which will be included in the term “Software”. In certain cases, we may require you to download Updates to continue to use Vizable. Tableau uses reasonable efforts to facilitate online self-help by providing online forums and other resources to the Vizable community but has no obligation to provide any support or maintenance for Vizable.

4. **Media Elements.** Vizable may contain maps and other forms of third-party content (“Media Elements”), which are included in the term “Software”. For the avoidance of doubt, you may not sell, license or distribute copies of the Media Elements by themselves or as part of any collection or product.

5. **Restrictions.** You will not (and will not allow any third party to): (i) reproduce, modify, create derivative works of, or incorporate Vizable into or with other software; (ii) distribute, sell, sublicense, rent, lease or use Vizable (or any portion thereof) for time sharing, hosting, service provider or like purposes or for the benefit of any third party; (iii) remove any product identification, proprietary, copyright or other notices contained in Vizable, (iv) publicly disseminate performance information or analysis (including, without limitation, benchmarks) from any source relating to Vizable; (v) circumvent mechanisms in Vizable intended to limit your use; (vi) reverse engineer, disassemble, decompile, or translate Vizable, or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of Vizable by any means whatsoever, except as permitted by law; or (vii) use Vizable except as expressly permitted herein.

6. **Ownership; Feedback.** Each copy of Vizable is licensed, not sold. Except as expressly licensed hereunder, Tableau and its licensors have and retain all right, title and interest (including all intellectual property rights) in and to Vizable and all related and underlying technology and documentation. If Customer submits any comments, ideas, suggestions or other feedback regarding Vizable (“Feedback”), Tableau may freely use the Feedback (including as part of Vizable) without restriction. Tableau owns all right, title and interest in and to all Feedback, and Customer irrevocably
and exclusively assigns transfers and conveys to Tableau all right, title and interest in and to the Feedback.

7. **Termination.** You may terminate these Terms at any time by ceasing all use of the Software. Tableau may terminate these Terms at any time for any or no reason upon notice to you. In addition, Tableau may terminate these Terms immediately upon notice (i) if you breach these Terms or (ii) if any aspect of these Terms is limited by law or third-party terms of Service. Upon termination of these Terms, our license to Vizable will automatically terminate and you must cease using Vizable. The following provisions survive termination: Section 5 (Restrictions) through Section 15 (Apple-Specific Terms).

8. **Disclaimers.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, VIZABLE IS PROVIDED “AS IS” AND TABLEAU AND ITS LICENSORS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY WARRANTY OF INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, FUNCTIONALITY OR MERCHANTABILITY, WHETHER EXPRESS, IMPLIED OR STATUTORY. There IS NO WARRANTY THAT VIZABLE WILL BE ERROR FREE, THAT ACCESS WILL BE CONTINUOUS OR UNINTERRUPTED OR THAT DATA PROCESSES OR USED WITH VIZABLE WILL BE ACCURATE, COMPETE OR TIMELY. YOU MAY HAVE OTHER STATUTORY RIGHTS; HOWEVER, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, WILL BE LIMITED TO THE MAXIMUM EXTEND PERMITTED BY LAW.

9. **Limitation of Liability.** IN NO EVENT WILL TABLEAU OR ITS LICENSORS BE LIABLE TO YOU OR TO ANY THIRD PARTY UNDER THESE TERMS FOR (I) ANY LOST PROVIDES, LOST DATA, INTERRUPTION OF BUSINESS OR OTHER SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES OR (II) AMOUNTS EXCEEDING THE GREATER OF (A) THE AMOUNT YOU PAID TO TABLEAU FOR VIZABLE DURING THE PRIOR TWELVE (12) MONTHS (IF ANY) OR (B) ONE HUNDRED DOLLARS (US$100). THIS SECTION WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY IN THESE TERMS IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

10. **Data Collection.** Tableau may collect and use certain data and information about your use of Vizable, pursuant to Tableau’s then-current Privacy Policy (located at www.tableau.com/privacy).

11. **Modifications to Terms.** Tableau may update or revise these Terms from time-to-time. If you do not agree to the modified Terms your exclusive remedy is to terminate these Terms.

12. **Export Control.** Vizable is subject to U.S. export control laws and regulations, and may be subject to foreign export or import laws or regulations. You agree to comply strictly with all such laws and regulations and not to use or transfer Vizable for any use relating to nuclear, chemical, or biological weapons or missile technology. You also represent and warrant that you are not located in a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a “terrorist supporting” country and that you are not listed on any U.S. government list of prohibited or restricted parties.
13. **General.** Tableau may provide you with required or permitted notices via email or through Vizable, as determined by Tableau in its discretion. Any notices you give to Tableau under these Terms will be deemed given only when personally delivered, delivered by reputable international courier requiring signature for receipt, or three business days after being deposited in the mail, first class, postage prepaid, in each case to the address for Tableau set forth below. These Terms will be construed in accordance with the laws of the State of Washington, USA without reference to its choice of law provisions and without regard to the United Nations Convention on the International Sale of Goods. The Federal and State courts located in King County, Washington will be the exclusive venue for any claim or dispute between the parties or against any agent, employee, successor or assign of the other related to these Terms and the parties hereby consent to the personal jurisdiction of those courts for such purposes. If any provision of these Terms is held unenforceable, that provision will be enforced to the extent permissible by law and the remaining provisions will remain in full force. These Terms will bind and inure to the benefit of each party’s permitted successors and assigns. You may not assign or transfer these Terms or any rights hereunder without Tableau’s prior written consent, and attempted assignment or transfer in violation of the foregoing will be void. Tableau may freely assign or transfer its rights or obligations hereunder at its sole discretion. No provision of these Terms will be deemed waived unless the waiver is in writing and signed by Tableau. Except as set forth in Section 11 (Modifications to Terms), all amendments to these Terms must be in writing and signed by both parties. These Terms are the entire agreement between you and Tableau with respect to their subject matter and supersede any prior agreements relating to such subject matter. Vizable is commercial computer software. If the user or licensee of Vizable is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of Vizable or any related documentation of any kind, including technical data and manuals, is restricted by a license agreement or by these Terms in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. Vizable was developed fully at private expense. All other use is prohibited. Tableau will not be liable to Customer in any way whatsoever for any failure or delay in performance of any of its obligations under these Terms arising out of any event or circumstance beyond the reasonable control of Tableau.

14. **Tableau Contact Information.** If you have any questions, complaints or claims regarding Vizable, please contact us at:

   Tableau Software, Inc.
   1621 N. 34th Street
   Seattle, WA 98103
   Email: vizable.support@tableau.com

15. **Apple-Specific Terms.** If you downloaded Vizable from Apple’s Application Store, the following terms are part of these Terms:

   a. These Terms are between you and Tableau, and not with Apple. However, as required by Apple, Apple and its subsidiaries will be third party beneficiaries of these Terms and will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary.
b. As we describe in Section 8 (Disclaimers), to the maximum extent permitted by law, we do not make any warranties about Vizable. If Vizable is nonetheless deemed not to conform to any warranty that may be implied at law, you may notify Apple and Apple will refund the purchase price (if any) for Vizable to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation with respect to Vizable, and, as between Apple and Tableau, any other claims, losses, liabilities, damages, costs or expenses attributable to a failure to conform to a warranty will be Tableau’s responsibility. Apple has no obligation whatsoever to furnish any maintenance or support services with respect to Vizable.

c. As between Tableau and Apple, Tableau is solely responsible for Vizable and for addressing any claims you or any third parties have about Vizable or your possession or use of Vizable, including without limitation (i) product liability claims, (ii) any claim that Vizable fails to conform to any applicable legal or regulatory requirement and (iii) claims arising under consumer protection or similar legislation. In the event of any third-party claim that Vizable or your possession or use of Vizable infringes that third party’s intellectual property rights, Apple will not be responsible for the investigation, defense, settlement or discharge of such claim.