PROFESSIONAL SERVICES AGREEMENT

BY PURCHASING THE TABLEAU PROFESSIONAL SERVICES ON THE APPLICABLE ORDERING DOCUMENT, THE INDIVIDUAL OR ENTITY PURCHASING SERVICES, (“CUSTOMER”) IS ACCEPTING ALL OF THE TERMS AND CONDITIONS OF THIS PROFESSIONAL SERVICES AGREEMENT AS PUBLISHED ON TABLEAU’S WEBSITE AT WWW.TABLEAU.COM (AS MAY BE RELOCATED BY TABLEAU FROM TIME TO TIME). IN THE EVENT CUSTOMER IS REDIRECTED TO TABLEAU’S WEBSITE, CUSTOMER AGREES THAT ITS USE IS SUBJECT TO ANY TERMS OF SERVICE OR PRIVACY POLICIES POSTED THEREON.

This Professional Services Agreement (“Agreement”) is between the customer (individual or entity) that has requested Services (“Customer”) and Tableau Software, LLC or the applicable Tableau affiliate (“Tableau”) (collectively, the “Parties”). All undefined capitalized terms used herein shall have the same meaning as set forth in the EULA.

1. DEFINITIONS.

1.1 Customer Content: means (a) all Customer Data as visually displayed in a dashboard or visualization created using the Software; (b) the files containing the Customer Data in Tableau’s proprietary file format for the Software (.twbx or .twb files); and, (c) anything Customer uploads into the Software.

1.2 Customer Data: means any and all data and information imported by Customer into the Software including any and all data contained in dashboards or visualizations created using the Software.

1.3 EULA: means the written end user license agreement, either signed or click-through, under which Tableau licenses Software to Customer.

1.4 Order: means the applicable ordering document, SOW or online ordering process through which Customer orders Services, and which are incorporated into this Agreement by reference.

1.5 Services: means the consulting and/or training services provided by Tableau to Customer in connection with the Software as specified in the applicable Order or SOW. The Parties acknowledge that the scope of Services provided hereunder consists solely of either or both of: (i) assistance with Software installation, deployment, and usage; and (ii) training in use of the Software.

1.6 Statement of Work (“SOW”): means any written statement of work or work order executed by the Parties specifically referencing this Agreement, which details the estimate of fees associated with labor requirements on a time and material basis and may also set forth dependencies and other technical specifications or related information.

2. PROVISION OF SERVICES.

2.1 Orders. During the Term, Tableau shall perform the Services set forth in an Order. Tableau shall determine the manner and means of performing and providing the Services and shall use commercially reasonable efforts to provide the Services in accordance with any agreed or estimated time schedules set forth in the applicable Order. Any estimates in an Order are for informational purposes only and may change depending on the requirements of the project.

2.2 Change Orders. Either Party may request modifications to the Services (“Change Request”). No Change Request shall be effective or binding on either Party until a writing setting forth such Change Request is signed by an authorized representative of each Party (“Change Order”). Each Change Order shall be governed by the terms of this Agreement and incorporated into this Agreement by reference.

2.3 Conflicts. In the event of a conflict or inconsistency between the terms and conditions of this Agreement and those of an Order or Change Order, the terms and conditions of this Agreement will control, unless specifically stated otherwise in the Order or Change Order.

2.4 Customer Assistance. In the event the Services are provided on Customer’s premises, Customer shall provide safe and adequate space, power, network connections, materials, CPU time, access to its hardware, software and other equipment and information, and assistance from qualified personnel familiar with Customer’s hardware, software, other equipment and information, and data processing requirements, as reasonably requested by Tableau. Customer hereby grants to Tableau a non- exclusive, non-transferable license to use all such materials and information of Customer as reasonably necessary for Tableau to perform the Services. Customer acknowledges and agrees that Tableau’s ability to successfully provide the Services in a timely manner is contingent upon its receipt from Customer of the materials, information, and assistance requested. Tableau shall have no liability for deficiencies in the Services resulting from the acts or omissions of Customer, its agents or employees.

2.5 Subcontractors. Tableau may, upon prior notice to Customer, subcontract all or any part of the Services to be performed hereunder to any third party, provided that Tableau remains primarily responsible to Customer for the performance of any such subcontracted Services.

3. FEES AND PAYMENT.

3.1 Fees. Customer will pay Tableau the fees set forth in the applicable Order for the Services as set forth therein. Unless expressly set forth herein, all fees due and/or paid hereunder are non-refundable and are not contingent on any additional services or products to be provided. Unless expressly specified otherwise in an Order, all Services shall be performed at the time and materials rates set forth in the Order, and nothing in this Agreement shall be deemed to imply an agreement
6.1 Limited Warranty. Tableau warrants to Customer that the Services will be provided in a professional and workmanlike
manner, in accordance with the performance standards generally prevailing in the industry. Tableau shall, as its sole
obligation and Customer’s sole and exclusive remedy for any breach of the warranty set forth in this Section 6.1, re-
perform the defective Services or, at Tableau’s option, refund the fees paid by Customer for such defective Services;
Tableau shall have no obligation with respect to a warranty claim unless notified of such claim in writing within thirty (30)
days following performance of the defective Services, specifying the breach in reasonable detail.

6.2 Disclaimer. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 6.1 ABOVE, THE SERVICES
AND ANY DELIVERABLES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED “AS IS,” WITHOUT
REPRESENTATIONS OR WARRANTIES OF ANY KIND. TABLEAU EXPRESSLY DISCLAIMS ALL OTHER
WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF
MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND ANY
IMPLIED WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE OR COURSE OF DEALING, EXCEPT TO
THE EXTENT THAT ANY WARRANTIES IMPLIED BY LAW CANNOT BE VALIDLY WAIVED. TABLEAU DOES NOT
WARRANT THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS.

3.2 Invoices. All fees for Services shall be considered earned by Tableau upon the earlier of the delivery to Customer as
required hereunder or twelve (12) months from the date of Customer’s payment to Tableau for the Professional Services
to be provided hereunder. Notwithstanding anything to the contrary hereunder, Customer is obligated to pay any invoices
issued by Tableau for all Services pursuant to the preceding sentence.

3.3 Expenses. Customer shall reimburse Tableau for reasonable travel, lodging and meal expenses, and such other costs
and expenses as Tableau may incur in connection with the performance and provision of the Services ("Expenses") in
accordance with Tableau’s Travel and Expense Policy. Tableau will provide documentation related to Expenses, as
reasonably requested by Customer.

3.4 Payment Terms. Except as otherwise set forth in an Order, Tableau will invoice Customer at least monthly, for amounts
due hereunder, and Customer shall pay all amounts invoiced within thirty (30) days after date of the invoice. All payments
must be made in the currency noted on the Order. Unless timely provided with a valid certificate of exemption or other
evidence that items are not taxable, Tableau will invoice Customer for all applicable taxes including, but not limited to,
VAT, GST, sales tax, consumption tax and service tax. Customer will make all payments free and clear of, and without
reduction for, any withholding or other taxes; any such taxes imposed on payments by Customer hereunder will be
Customer’s sole responsibility.

4. OWNERSHIP.

4.1 Customer Intellectual Property. Customer owns Customer Data and, except as expressly stated herein, nothing in this
Agreement shall be deemed as granting Tableau any rights, title or interest in or to the Customer Data. Customer owns
the Customer Content, subject to Tableau’s rights in the underlying intellectual property described in Section 4.2 below.

4.2 Tableau Intellectual Property. The Software, including without limitation the look and feel of any dashboard or
visualization created with the Software and user interface functionalities included in the Software, are the intellectual
property of and are owned by Tableau and its suppliers ("Tableau IP"). The structure, organization, and source code of
the Software are the valuable trade secrets and confidential information of Tableau and its suppliers. Tableau IP is
protected by law, including but not limited to the copyright laws of the United States and other countries, and by
international treaty provisions. Except as expressly stated herein, this Agreement does not grant Customer any rights,
title or interest in or to Tableau IP. All rights not expressly granted are reserved by Tableau and its suppliers.

4.3 Residual Knowledge. Tableau has, and may in the course of performing Services hereunder develop, certain general
ideas, concepts, know-how, methods, techniques, processes and skills pertaining to the Software, Services and
Deliverables (as defined in Section 5.1 below) ("Residual Knowledge"). Despite any other provision of this Agreement,
Tableau shall not be prohibited or enjoined from using Residual Knowledge, other than Customer Data, for any purpose,
including providing services to other customers.

5. LICENSES.

5.1 Limited License to Customer. Provided that Customer (i) is not in breach of any material term of this Agreement and (ii) is
not in default of payment of any amounts due and owing under this Agreement or the EULA, Tableau grants Customer a
license to use any deliverables (including any documentation, code, training materials or other work product) provided as
part of the Services ("Deliverables") solely in connection with Customer’s permitted use of the Software, subject to all
terms and conditions of the EULA (including without limitation all license restrictions), and subject to any additional terms
and conditions set forth herein or provided with the Deliverables.

5.2 Limited License to Tableau. Subject to the terms of this Agreement, Customer hereby grants to Tableau a non-exclusive,
worldwide, royalty-free right to use, copy, store, transmit, distribute, perform and display (including publicly), modify and
create derivative works of the Customer Data solely to the extent necessary to provide Services hereunder.

6. WARRANTIES.

6.1 Limited Warranty. Tableau warrants to Customer that the Services will be provided in a professional and workmanlike
manner, in accordance with the performance standards generally prevailing in the industry. Tableau shall, as its sole
obligation and Customer’s sole and exclusive remedy for any breach of the warranty set forth in this Section 6.1, re-
perform the defective Services or, at Tableau’s option, refund the fees paid by Customer for such defective Services;
Tableau shall have no obligation with respect to a warranty claim unless notified of such claim in writing within thirty (30)
days following performance of the defective Services, specifying the breach in reasonable detail.

6.2 Disclaimer. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 6.1 ABOVE, THE SERVICES
AND ANY DELIVERABLES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED “AS IS,” WITHOUT
REPRESENTATIONS OR WARRANTIES OF ANY KIND. TABLEAU EXPRESSLY DISCLAIMS ALL OTHER
WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF
MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND ANY
IMPLIED WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE OR COURSE OF DEALING, EXCEPT TO
THE EXTENT THAT ANY WARRANTIES IMPLIED BY LAW CANNOT BE VALIDLY WAIVED. TABLEAU DOES NOT
WARRANT THAT THE SERVICES WILL MEET CUSTOMER’S REQUIREMENTS.
7. CONFIDENTIAL INFORMATION AND FEEDBACK.

7.1 Confidential Information. Each party agrees that all code, inventions, know-how, business, technical and financial information it obtains ("Receiving Party") from the disclosing party ("Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any software, documentation or technical information provided by Tableau (or its agents), performance information relating to the Software, and the terms of this Agreement shall be deemed Confidential Information of Tableau without any marking or further designation. Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information. The Receiving Party’s nondisclosure obligation shall not apply to information which the Receiving Party can document: (a) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (b) is or has become public knowledge through no fault of the Receiving Party; (c) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; (d) is independently developed by employees of the Receiving Party who had no access to such information; or (e) is required to be disclosed pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party). The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party, the Disclosing Party shall be entitled to appropriate equitable relief in addition to whatever other remedies it might have at law.

7.2 Feedback. Customer may from time to time provide suggestions, comments or other feedback ("Feedback") to Tableau with respect to the Confidential Information provided by Tableau. Customer agrees that all Feedback is and shall be given entirely voluntarily. Feedback, even if designated as confidential by Customer, shall not, absent a separate written agreement, create any confidentiality obligation for or upon Tableau. Customer will not give Feedback that is subject to license terms that seek to require any Tableau product, technology, service or documentation incorporating or derived from such Feedback, or any Tableau intellectual property, to be licensed or otherwise shared with any third party. Furthermore, except as otherwise provided herein or in a separate subsequent written agreement between the parties, Tableau shall be free to use, disclose, reproduce, license or otherwise distribute, and exploit the Feedback provided to it from such Feedback, or any Tableau intellectual property, to be licensed or otherwise shared with any third party. Tableau shall be free to use, disclose, reproduce, license or otherwise distribute, and exploit the Feedback provided to it as it sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise.

8. TERM AND TERMINATION.

8.1 Term. The term of this Agreement shall commence on the effective date of the applicable Order and shall continue until terminated as set forth herein.

8.2 Termination. Customer may terminate this Agreement or any Order by written notice to Tableau if Tableau is in material breach of any obligation under this Agreement or such Order, which default has not been cured within thirty (30) days after receipt of written notice of such material breach. Tableau may terminate this Agreement or any Order immediately upon written notice in the event (a) Customer fails to pay any amounts payable hereunder within ten (10) days after receiving written notice from Tableau that payment is past due, or (b) Customer breaches any material term of this Agreement. The termination of a single Order shall not cause the automatic termination of any other Order. The termination of this Agreement shall automatically terminate all Orders.

8.3 Effect of Termination. Upon the termination of this Agreement (or an Order), (a) all licenses granted to Customer under this Agreement (or such Order) will immediately terminate, (b) Customer shall return or destroy all copies of Confidential Information in its possession or under its control under this Agreement (or such Order), (c) Customer shall pay all amounts due and payable to Tableau under this Agreement (or such Order), and (d) Customer shall immediately notify Tableau in writing that it has complied with the foregoing obligations. Sections 3 (Fees and Payment), 4 (Ownership), 6.2 (Disclaimer), 7 (Confidential Information and Feedback), 8.3 (Effect of Termination), 9 (Limitation of Liability), and 10 (General) will survive the termination of this Agreement (or an Order) for any reason.

9. LIMITATION OF LIABILITY.

IN NO EVENT WILL TABLEAU OR ITS LICENSORS (IF ANY) BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES, LOST PROFITS, LOST DATA, OR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY ARISING IN ANY WAY OUT OF THIS AGREEMENT OR CUSTOMER’S USE OF THE SERVICES, EVEN IF TABLEAU HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TABLEAU’S AGGREGATE LIABILITY TO CUSTOMER UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT OF FEES PAID OR PAYABLE TO TABLEAU UNDER THE APPLICABLE STATEMENT OR WORK FOR THE SERVICE GIVING RISE TO SUCH LIABILITY. THE FOREGOING LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

10. GENERAL.

10.1 Governing Law. Excluding conflict of laws rules, this Agreement will be governed by and construed in accordance with the substantive laws in force in the State of Washington.

10.2 Independent Contractors. The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party’s behalf without the other party’s prior written consent.
10.3 **Assignment.** Customer may not assign or transfer, by operation of law or otherwise, any of its rights or obligations under this Agreement to any third party without Tableau's prior written consent. Any attempted assignment or transfer in violation of the foregoing will be void.

10.4 **Compliance.** Within thirty (30) days of a request from Tableau or its authorized representative, Customer will certify its compliance with the terms of this Agreement.

10.5 **Notices.** Any notice or report hereunder shall be in writing. If to Tableau, such notice or report shall be sent to Tableau at 1621 N. 34th St., Seattle, WA 98103 to the attention of “Legal Department.” If to Customer, such notice or report shall be sent to the address provided upon placing an order. Notices and reports shall be deemed given: (i) upon receipt if by personal delivery; (ii) upon receipt if sent by certified or registered mail (return receipt requested); or (iii) one day after it is sent if by next day delivery by a major commercial delivery service.

10.6 **Force Majeure.** Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events, which occur after the signing of this Agreement and which are beyond the reasonable control of the parties, such as strikes, blockade, war, terrorism, riots, natural disasters, refusal of license by the government or other governmental agencies, in so far as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure at reasonable cost.

10.7 **Severability.** If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect.

10.8 **Waiver.** No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived.

10.9 **Entire Agreement.** This Agreement, any exhibits, Orders, and the EULA, 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 this Agreement. No supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement. No provision of any purchase order or other business form, including any electronic invoicing portals and vendor registration processes, employed by Customer will supersede the terms and conditions of this Agreement, and any such document relating to this Agreement shall be for administrative purposes only and shall have no legal effect.