

ALPHA/BETA SOFTWARE LICENSE AND NON-DISCLOSURE AGREEMENT

TABLEAU SOFTWARE, INC. ("**TABLEAU**") IS WILLING TO LICENSE THE ALPHA/BETA SOFTWARE TO THE INDIVIDUAL OR THE COMPANY IDENTIFIED DURING REGISTRATION ("**CUSTOMER**") ONLY ON THE CONDITION THAT CUSTOMER ACCEPTS ALL OF THE TERMS IN THIS ALPHA/BETA SOFTWARE LICENSE AGREEMENT (THE "**AGREEMENT**"). BY DOWNLOADING, ACCESSING, INSTALLING, COPYING AND/OR USING THE ALPHA/BETA SOFTWARE, CUSTOMER IS AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. PARTICIPATING IN THE ALPHA/BETA SOFTWARE TEST PROGRAM DOES NOT ENTITLE CUSTOMER TO ANY COMPENSATION OR ANY FUTURE RIGHTS WITH RESPECT TO THE ALPHA/BETA SOFTWARE (OR ANY PORTION THEREOF).

1. PURPOSE: The Alpha/Beta Software is provided to Customer solely for testing and evaluation. Customer may not use it for any other purpose.

2. SOFTWARE LICENSE AND RESTRICTIONS: Subject to Customer's compliance with the terms and conditions of this Agreement, Tableau grants to Customer a limited, non-exclusive, non-transferable, non-assignable, non-sublicensable license, during the Alpha/Beta Period, to reproduce the Alpha/Beta Software solely as necessary to install, execute, and test the Alpha/Beta Software on a reasonable number of computers in each case solely for the purpose set forth in Section 1 (Purpose) and as described in this Agreement. All rights not expressly granted herein are reserved by Tableau and its suppliers (including, without limitation, all intellectual property rights). Customer will not: (a) remove, alter, or obscure any proprietary notices (including copyright notices) of Tableau on the Alpha/Beta Software; (b) modify the Alpha/Beta Software, merge it with any other software, or reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Alpha/Beta Software; (c) rent, transfer or otherwise distribute any copies of the Alpha/Beta Software (or portions thereof) to a third party, allow a third party to use the Alpha/Beta Software, or make the functionality of the Alpha/Beta Software available to the public in any manner; (d) use the Alpha/Beta Software to develop services or products for sale or include any components of the Alpha/Beta Software in any product; (e) use any portion of the Alpha/Beta Software to create a competitive service, product or technology; (f) export the Alpha/Beta Software from the United States; (g) use the Alpha/Beta Software for production purposes or any other purpose other than as permitted in Section 1 (Purpose); or (h) register, prosecute or otherwise obtain any intellectual property rights in the Alpha/Beta Software or derivatives thereof, or attempt to do any of the foregoing.

"**Alpha/Beta Software**" means any Tableau software (and accompanying documentation) provided or shown to Customer by Tableau, which software is in "alpha" or "beta" stage of development, and does not include any commercially available versions of Tableau software or any updates or upgrades to any commercially available Tableau software.

"**Alpha/Beta Period**" means the period starting on the date Customer receives or is shown the Alpha/Beta Software and the end-date designated by Tableau in its discretion (and if not designated, then thirty (30) days). Tableau may designate the end-date via a message to Customer, a public announcement on Tableau's website, or in the user interface of the Alpha/Beta Software. If Tableau does not designate the Alpha/Beta Period end-date, then the end-date is the date thirty (30) days after the date Customer received or was shown the Alpha/Beta Software.

3. CUSTOMER TESTING: Customer will test the Alpha/Beta Software under normally expected operating conditions in Customer's environment, during the Alpha/Beta Period. Customer will gather and report test data as mutually agreed upon with Tableau and may provide suggestions, comments, usability, bug reports and test reports and other feedback ("**Feedback**") to Tableau with respect to the Alpha/Beta Software. Customer agrees that all Feedback is and will be given entirely voluntarily. Feedback, even if designated as confidential by Customer, will 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. Customer hereby assigns to Tableau all rights in any Feedback Customer provides. Customer acknowledges that Tableau will 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. All copies, improvements, updates, modifications or

enhancements of the Alpha/Beta Software will remain the property of Tableau (including any changes which incorporate any Feedback of Customer).

4. **NO MAINTENANCE:** Tableau will not provide any support or maintenance for the Alpha/Beta Software during the Alpha/Beta Period. This Agreement does not entitle Customer to future releases or updates.

5. **CONFIDENTIALITY:** The structure, sequence, organization and code of the Alpha/Beta Software constitute valuable trade secrets of Tableau and its suppliers. Customer will not disclose to any third party any Confidential Information. "**Confidential Information**" means: (a) information about the Alpha/Beta Software, including its design, performance characteristics, or any communications with Tableau relating to the Alpha/Beta Software, (b) object code, source code, architecture, algorithms, techniques, formulas, processes, know-how, ideas, inventions (whether or not patentable or copyrighted), and specifications and characteristics of products or services planned or being developed, (c) Feedback (including bug reports and test results), or (d) any other information marked as confidential or proprietary or that should be reasonably understood to be confidential or proprietary that is received from Tableau or discovered by Customer in the performance of this Agreement whether or not relating to the Alpha/Beta Software. Confidential Information does not include information that (a) was rightfully in the Customer's possession or known to it prior to receipt of the Confidential Information, (b) is or becomes publicly available without breach of this Agreement, (c) becomes available to Customer on a non-confidential basis from a source other than Tableau, provided that such source is not bound by a confidentiality agreement with respect to such information or (d) is independently developed without use of any Confidential Information as documented by written evidence. Customer will use reasonable efforts to protect and prevent any access to the Alpha/Beta Software or other Confidential Information by anyone other than Customer's employees who are obligated to comply with the terms hereof (including, by taking all efforts Customer takes with respect to its own sensitive confidential materials) and in any event will use no less than a reasonable degree of care to protect Confidential Information. Any Customer personnel will use the Confidential Information solely to perform Customer's obligations under this Agreement and for no other purpose. Customer will remain responsible for its personnel's compliance with the terms of this Agreement. All Confidential Information will remain the property of Tableau. Customer acknowledges that unauthorized 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 Tableau will be entitled to appropriate equitable relief in addition to whatever other remedies it might have. Any disclosure of Alpha/Beta Software or other information by Tableau pursuant to this Agreement does not, in itself: (a) create warranties or representations of any kind; (b) create a commitment as to any product, service, product feature or functionality, or prospective business relationship; or (c) constitute solicitation of any business or the incurring of any obligation not specified in this Agreement.

6. **DISCLAIMER: THE ALPHA/BETA SOFTWARE IS PROVIDED "AS IS" AND WITH ALL FAULTS. TABLEAU MAKES NO WARRANTIES WITH RESPECT TO THE ALPHA/BETA SOFTWARE, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, INTERFERENCE WITH CUSTOMER'S QUIET ENJOYMENT, SYSTEM INTEGRATION OR WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.** Customer acknowledges that the Alpha/Beta Software may not be complete or fully functional and may contain bugs, errors, omissions and other problems that could cause system or other failures and data loss. Customer acknowledges that Tableau has no express or implied obligation to Customer to make the Alpha/Beta Software available or operational, to maintain or correct errors in the Alpha/Beta Software, or to announce or publicly introduce a production version of the Alpha/Beta Software and Tableau may not introduce a product similar to or compatible with the Alpha/Beta Software. Accordingly, Customer acknowledges that any use of the Alpha/Beta Software or any product associated with the Alpha/Beta Software is done entirely at Customer's own risk. Customer may have other statutory rights; however, to the full extent permitted by law, the duration of statutorily required warranties, if any, will be limited to the maximum extent permitted by law.

7. **LIMITATION OF LIABILITY: IN NO EVENT WILL TABLEAU OR ITS SUPPLIERS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR THE COST OF PROCUREMENT OF SUBSTITUTE SOFTWARE OR 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 OR INABILITY TO USE**

THE ALPHA/BETA SOFTWARE, EVEN IF TABLEAU HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL CUMULATIVE LIABILITY RELATED TO THIS AGREEMENT OF TABLEAU AND ITS SUPPLIERS SHALL BE LIMITED TO FIFTY DOLLARS (U.S. \$50).

CUSTOMER ACKNOWLEDGES THAT THE ALPHA/BETA SOFTWARE WILL CEASE OPERATION ON THE END-DATE, WITH OR WITHOUT FURTHER NOTICE, AND AGREES THAT TABLEAU WILL NOT BE LIABLE FOR ANY DAMAGE, LOSS, CLAIM OR LIABILITY THAT CUSTOMER MAY SUFFER IN CONNECTION WITH THE TERMINATION OF THIS AGREEMENT AND CUSTOMER'S INABILITY TO ACCESS OR USE THE ALPHA/BETA SOFTWARE.

THE LIMITATIONS SPECIFIED IN THIS SECTION 7 AND SECTION 6 (DISCLAIMER) ARE A FUNDAMENTAL PART OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES AND TABLEAU WOULD BE UNABLE TO MAKE AVAILABLE THE ALPHA/BETA SOFTWARE EXCEPT ON THESE TERMS. SUCH LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

8. PERSONAL INFORMATION: IN CONNECTION WITH CUSTOMER'S INSTALLATION, REGISTRATION AND USE OF THE ALPHA/BETA SOFTWARE, THE ALPHA/BETA SOFTWARE REPORTS TO TABLEAU CERTAIN INFORMATION THAT CUSTOMER PROVIDES DURING THE INSTALLATION OR REGISTRATION PROCESS, AS WELL AS CUSTOMER USAGE INFORMATION AND AUTOMATICALLY-COLLECTED COMPUTER CONFIGURATION INFORMATION, AS DESCRIBED IN THE TABLEAU PRIVACY POLICY (AVAILABLE AT WWW.TABLEAU.COM AND SUBJECT TO PERIODIC REVISION BY TABLEAU) ("**PRIVACY POLICY**"). CUSTOMER HEREBY AGREES ON BEHALF OF ANY USERS OF THE ALPHA/BETA SOFTWARE TO THE PRIVACY POLICY, THE CURRENT (I.E. AS OF THE TIME THE ALPHA/BETA SOFTWARE IS DELIVERED TO CUSTOMER) VERSION OF WHICH IS HEREBY INCORPORATED INTO THIS AGREEMENT BY REFERENCE.

9. TERM AND TERMINATION: This Agreement commences upon the date Tableau delivers the Alpha/Beta Software to Customer, and will continue in effect until the end of the Alpha/Beta Period, unless sooner terminated as provided herein. Either party may terminate this Agreement upon written notice to the other party. Upon any termination or expiration, the Alpha/Beta Software license will automatically terminate and Customer will immediately cease all use of, and delete or destroy (or return, if requested by Tableau) all copies of the Alpha/Beta Software and other Confidential Information in Customer's possession or control. Tableau may terminate this Agreement and seek injunctive relief upon any breach by Customer. Nothing in this Agreement obligates either party to enter into any further agreement with the other party. Sections 2 (Software License and Restrictions) (the restrictions and reservation of rights, but not the license grant in the first sentence), 3 (Customer Testing) (regarding Tableau's rights to Feedback), 5 (Confidentiality), 6 (Disclaimer), 7 (Limitation of Liability), 10 (General Provisions) and this Section 9 will survive any termination or expiration of this Agreement.

10. GENERAL PROVISIONS: This Agreement will be governed by the laws of the State of Washington. The parties submit to the exclusive jurisdiction and venue of the federal and state courts for King County, Washington, for any disputes arising out of or related to this Agreement. Tableau may assign or transfer any of its rights under this Agreement without restriction. Customer may not assign or transfer, by operation of law or otherwise, any of its rights 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. All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of this Agreement, which will remain valid and enforceable according to its terms. The parties are independent contractors and no relationship of employment, agency or joint venture is created under this Agreement. This Agreement is the final, complete and exclusive agreement between the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous understandings and agreements relating to such subject matter, whether oral or written.