

Tableau International, UC – End User Agreement (Third Party Terms)

Definitions:

In this End User Agreement, references to the “**End User**” are references to the Client, references to the “**Distributor**” are references to Experian, and the following terms have the following meanings:

Authorised User means each employee or contractor of End User that is properly authorized by End User, via the License Keys, to install and/or use the functionality of the Licensed Software for any purpose regardless of whether those individuals are actively using the programs at any given time.

Contractor means those independent third parties who perform services for End User related to this End User Agreement.

Core means the processor or execution core contained in the same integrated circuit within a computer’s central processing unit, whether such Cores are virtual or physical.

Order Form means the agreement between the Distributor and End User under which the End User purchases a license to use the Licensed Software.

Distributor Product means the specific products or services of the Distributor set out in the Order Form.

License Key means the license key required to access the Licensed Software.

Licensed Software means the Tableau software product(s) licensed under this Agreement.

User Documentation means any user manuals or other technical specification documentation generally made available by Tableau to its customers with regard to the Licensed Software.

Agreement:

1. **Limited License:** Subject to the terms and conditions of this End User Agreement and the Order Form, Distributor grants to End User a non- transferable, non-sublicensable, non-exclusive license, during the term specified in the Order Form, to use the Licensed Software in object code form solely as part of the Distributor Product, in accordance with the applicable User Documentation and solely for the Authorised Use. Each Authorised User must be uniquely identified as users of the Licensed Software. Licenses granted on an Authorised User basis may be reassigned between uniquely identified individuals over time but may not be reassigned so frequently as to enable the sharing of a single license between multiple Authorised Users. End Users may allow its Contractors to use the Licensed Software in accordance with this End User Agreement if End User shall remain liable for all acts and omissions of its Contractors as if their breach were your own.

2. **License Scope and Restrictions**

- 2.1. Licensed Software. In order to use the Licensed Software, End User must activate and/or register its copy with a License Key.
- 2.2. User-Based Server License (“**Server Software**”). The Authorised Users enabled to use such Server Software across all Production Environments must not exceed the number of licenses purchased on the Order Form. “User-Based” Server Software licenses may also be referred to in Tableau’s documentation as “Web Client” Server Licenses or “Interactor” Server Licenses.
- 2.3. Production Environments. As it relates to the Server Software, End User’s use of the Licensed Software for the purpose of creating, sharing, viewing and/or revising visualizations is considered use within a “Production Environment” and End User is entitled to one (1) Production Environment for each Server Software license End User purchase under this Agreement. End User’s use of the Server Software in a Production Environment allows for a single Production Environment regardless of the fact that single Production Environment may consume all the Cores identified on End User’s invoice or at the time of purchase.
- 2.4. Archive Copies. End User is entitled to make a reasonable number of copies of the Licensed Software for archival purposes.
- 2.5. License Restrictions. Unless otherwise agreed in writing by Tableau, End User shall not (and shall not allow any third party to):
 - (a) decompile, disassemble, or otherwise reverse engineer the Licensed Software or Third-Party Code (as defined further herein) or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the Licensed Software or Third-Party Code by any means whatsoever (except and only to the extent that applicable law prohibits or restricts reverse engineering restrictions, or as permitted by an applicable Open Source Software license);
 - (b) distribute, sell, sublicense, rent, lease or use the Licensed Software or Third-Party Code for time sharing, hosting, service provider or like purposes;

- (c) remove any product identification, proprietary, copyright, trademark, service mark, or other notices contained in the Licensed Software or Third-Party Code;
- (d) modify any part of the Licensed Software or Third-Party Code, create a derivative work of any part of the Licensed Software or Third-Party Code, or incorporate the Licensed Software or Third-Party Code into or with other software, except to the extent expressly authorized in writing by Tableau;
- (e) publicly disseminate performance information or analysis (including, without limitation, benchmarks) from any source relating to the Licensed Software;
- (f) utilize any equipment, device, software, or other means designed to circumvent or remove any form of License Key or copy protection used by Tableau in connection with the Licensed Software, or use the Licensed Software together with any authorization code, License Key, serial number, or other copy protection device not supplied by Distributor (or Tableau);
- (g) use the Licensed Software to develop a product which is competitive with any Licensed Software offerings;
- (h) use unauthorized License Keys or keycode(s) or distribute or publish keycode(s) except as may be expressly permitted by Tableau in writing;
- (i) as applicable to a User-Based Server, enable access to the Licensed Software for a greater number of Authorized Users than the sum quantity of licenses purchased on the applicable Order Form(s); or
- (j) as applicable to a User-Based Server reassign license rights between Authorized Users so frequently as to enable a single license to be shared between Authorized Users.

3. **Ownership.** Notwithstanding anything to the contrary, except for the limited license rights expressly provided to End User, Tableau and its licensors have and will retain all rights, title and interest (including without limitation all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Licensed Software, Third-Party Code and all copies, modifications and derivative works thereof (including any changes which incorporate any of End User's ideas, feedback or suggestions). End User acknowledges that it is obtaining only a limited license right to the Licensed Software and Third-Party Code and that irrespective of any use of the words "purchase", "sale" or like terms hereunder no ownership rights are being conveyed to End User under the End User Agreement or otherwise.
4. **Confidentiality.** End User acknowledges that, it may obtain information relating to the Licensed Software or Tableau, including, but not limited to, code, technology, know-how, ideas, algorithms, testing procedures, structure, interfaces, specifications, documentation, bugs, problem reports, analysis, and performance information, and other technical, business, product, and data ("**Tableau Confidential Information**"). End User shall not disclose Tableau Confidential Information to any third party or use Tableau Confidential Information for any purpose other than the use of the Licensed Software as licensed under the End User Agreement.
5. **Warranty Disclaimer.** Except for any warranty that may be offered by distributor, the licensed software, including without limitation the third-party code, is provided "as is" and Tableau makes no warranties to any person or entity with respect to the licensed software and disclaims all implied warranties, including without limitation warranties of title, non-infringement, merchantability, and fitness for a particular purpose.
6. **Limitation of Damages and Remedies.** In no event shall Tableau be liable under contract, tort, strict liability or other legal or equitable theory for any indirect, incidental, special or consequential damages in connection with the licensed software. Notwithstanding anything in the end user agreement to the contrary, the total liability of Tableau to end user, including but not limited to damages or liability arising out of contract, tort, breach of warranty, infringement or otherwise, shall not in any event exceed the fees paid by end user under the distributor form with respect to the licensed software. Tableau shall not be liable for loss or inaccuracy of data, cost of procurement of substitute goods or services, system downtime, goodwill, profits or other business loss, regardless of legal theory, even if Tableau has been advised of the possibility of such damages.
The parties agree that the limitations of this section are essential and that Tableau would not permit end user to use the licensed software absent the terms of this section. This section shall survive and apply even if any remedy specified in the end user agreement shall be found to have failed of its essential purpose.
7. **Export Compliance.** End User acknowledges that the Licensed Software is subject to United States export control and economic sanctions laws, regulations, and requirements and to import laws, regulations, and requirements of certain foreign governments. End User shall not, and shall not allow any third party to, export from the United States or allow the re-export or re-transfer of any part of the Licensed Software: (i) to any country subject to export control embargo or economic sanctions implemented by any agency of the U.S. Government; (ii) to any person or entity on any of the U.S. Government's Lists of Parties of Concern (<http://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-of-concern>); (iii) to any known end-user or for any known end-use related to the proliferation of nuclear, chemical or biological weapons or missiles, without first obtaining any export license or other approval that may be required by any U.S. Government agency having jurisdiction with respect to the transaction; or (iv) otherwise in violation of any export or import laws, regulations or requirements of any United States or foreign agency or authority.
8. **Government End-Users.** The Licensed Software is commercial computer software. If the user or licensee of the Licensed Software is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Licensed Software, or any related documentation of any kind, including technical data and manuals, is restricted by a license agreement or by the terms of this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition

Regulation Supplement 227.7202 for military purposes. The Licensed Software was developed fully at private expense. All other use is prohibited.

9. **Third-Party Code.** The Licensed Software may contain or be provided with components which are licensed from third parties ("**Third Party Code**"), including components subject to the terms and conditions of "open source" software licenses ("**Open-Source Software**"). Open-Source Software may be identified in the Documentation, or in a list of the Open-Source Software provided to End User upon End User's written request. To the extent required by the license that accompanies the Open-Source Software, the terms of such license will apply in lieu of the terms of this Agreement with respect to such Open-Source Software, including, without limitation, any provisions governing access to source code, modification, or reverse engineering.
10. **Termination and Survival.** This End User Agreement shall be immediately terminated in the event of a material breach thereof by the End User. Upon any such termination (or expiration of the license term of the End User Agreement), End User must immediately cease use of the Licensed Software and remove the Licensed Software from its systems. The terms set forth in the sections entitled License Restrictions, Ownership, Confidentiality, Warranty Disclaimer, Limitation of Damages and Remedies shall survive any termination of the End User Agreement.