

## MUTUAL NONDISCLOSURE AGREEMENT

By checking the “AGREED” box and clicking “SUBMIT”, you agree to be legally bound by all of the terms and conditions of this Tableau Mutual Nondisclosure Agreement (“**Agreement**”). This Agreement is between Tableau Software, LLC or the applicable Tableau affiliate (“**Tableau**”) and the company indicated herein (“**Company**,”), each a “Party” and collectively, the “**Parties**”, which becomes effective on the date you submit this Agreement (“**Agreement Effective Date**”). Company agrees that this Agreement is enforceable like any written agreement signed by Company. If you are an individual accepting this Agreement on behalf of Company, you represent that you have legal authority to accept for and bind Company to the terms and conditions of this Agreement. Tableau may modify this Agreement as set forth in section 6.4.

The Parties may exchange confidential information in connection with a project or potential business relationship between them (“**Purpose**”). The Parties intend to protect the confidentiality and prevent the unauthorized use or disclosure of their respective confidential information, and accordingly, the Parties agree as follows:

**1. Confidential Information.** “**Confidential Information**” means all nonpublic information, data or knowledge, in any form, disclosed by one Party, its Affiliates, or their agents (collectively, the “**Disclosing Party**”) to the other Party, its Affiliates, or their agents (collectively, the “**Receiving Party**”) that is designated as confidential or, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered confidential. Confidential Information includes without limitation all proprietary information; technical, customer, marketing or financial information; business plans or projections; information that was observed while on the Disclosing Party’s premises or learned by the Receiving Party during the course of providing goods or services to the Disclosing Party; and any other information pertaining to the past, present, or future business operations or financial condition of the Disclosing Party. For purposes of this Agreement, “**Affiliates**” means each legal entity that directly or indirectly controls, is controlled by, or is under common control with that Party (where “controlled” means the ownership of, or the power to vote, directly or indirectly, a majority of any class of voting securities of a corporation or limited liability company, or the ownership of any general partnership interest in any general or limited partnership).

Confidential Information does not include information that (a) was rightfully in the Receiving Party’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 the Receiving Party on a non-confidential basis from a source other than the Disclosing Party, provided that the Receiving Party reasonably believes that such source is not bound by a confidentiality agreement with respect to such information or (d) is independently developed by the Receiving Party without use of any Confidential Information.

**2. Use and Treatment of Confidential Information.** The Receiving Party will use Confidential Information solely for the Purpose set forth above. The Receiving Party will not disclose Confidential Information to anyone other than its Affiliates, employees and consultants (“**Representatives**”) who have a need to know and who agree in writing to keep the information confidential on terms no less restrictive than those contained in this Agreement. The Receiving Party will protect Confidential Information using security precautions at least as great as the precautions it takes to protect its own confidential information and using no less than reasonable care. Both Tableau and Company will ensure that their respective Representatives comply with this Agreement and will be responsible for any unauthorized use or disclosure of Confidential Information by such Representatives. The Receiving Party may disclose Confidential Information (a) with the Disclosing Party’s express prior written consent or (b) to the extent required to comply with any law, order, or rules or regulations of any governmental agency or authority, or judicial authority. To the extent legally permitted, the Receiving Party shall promptly notify the Disclosing Party prior to disclosing information and reasonably cooperate if the Disclosing Party seeks to prevent or limit such disclosure.

**3. Return of Confidential Information.** Upon written request from the Disclosing Party, the Receiving Party will (a) return or destroy all Confidential Information disclosed to it (regardless of the form in which such information was disclosed), including all compilations, copies, notes, summaries or abstracts of such Confidential Information, and will erase from computer storage (including all related or peripheral storage devices) any and all images, compilations, copies, summaries or abstracts of such Confidential Information, and (b) certify its compliance with this paragraph.

**4. Remedies.** Each of the Parties agrees that because of the unique nature of the Confidential Information, money damages may be inadequate and the Disclosing Party could suffer irreparable harm in the event of a breach or threatened breach of this Agreement. Accordingly, each Party agrees that the Disclosing Party will be entitled to seek

injunctive and/or other equitable relief, including, but not limited to, specific performance. The provisions of this paragraph do not limit any other legal rights or remedies the Disclosing Party may have.

**5. Term.** This Agreement begins on the Effective Date and will remain in effect thereafter. Either Party may terminate this Agreement at any time by providing written notice. The Receiving Party's obligations to protect Confidential Information received under this Agreement will survive termination of this Agreement for a period of 5 years, provided, however, that trade secrets shall be protected until they are no longer trade secrets under applicable law. For the avoidance of doubt, this Agreement does not require the Receiving Party to retain the Disclosing Party's Confidential Information.

## **6. Miscellaneous**

6.1 Except as expressly set forth in this Agreement, no license or other rights to Confidential Information are granted by this Agreement and the Disclosing Party retains all of its rights in its Confidential Information. Disclosing Party represents that it has the right to disclose the Confidential Information to the Receiving Party. Otherwise, all information is provided "AS IS" and without any warranty, express, implied or otherwise, regarding its accuracy or performance.

6.2 Neither Party will assign this Agreement, in whole or in part, without the prior written consent of the other Party, and such consent will not unreasonably be withheld.

6.3 If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect. The waiver by a Party of any breach or covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the Party waiving its rights.

6.4 Tableau may modify this Agreement from time to time by giving notice to Company through Tableau's Partner Portal or other electronic means. Unless a shorter period is specified by Tableau (e.g. due to changes in the law or exigent circumstances), the modifications become effective upon thirty (30) days after the date of such notice. Company may be required to click to accept or otherwise agree to the modified Agreement, and, in any event, continued participation in the Tableau Partner Program after the modified version of this Agreement becomes effective will constitute your acceptance of such modified version.

6.5 Excluding conflict of laws rules, this Agreement shall be governed by and construed under (a) the laws of the State of Washington, U.S. if Company is located in North or South America, (b) the laws of Singapore if Company is located in Asia or Australia, or (c) the laws of England and Wales if Company is located outside of North or South America, Asia and Australia. All disputes arising out of or in relation to this Agreement shall be submitted to the exclusive jurisdiction of the courts of (i) Seattle, Washington when the laws of Washington apply, (ii) Singapore when the laws of Singapore apply, or (iii) London when the laws of England and Wales apply. The prevailing Party in any action to enforce this Agreement will be entitled to reasonable attorneys' fees and costs in connection with such action.

6.6 This Agreement does not create any agency, partnership or obligation to proceed with any transaction. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. The Parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated in this Agreement.

**COMPANY LEGAL NAME:** \_\_\_\_\_

Name of Authorized Signatory: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Date of acceptance: \_\_\_\_\_

Contact Information for Notice:

Address \_\_\_\_\_

Country \_\_\_\_\_

Email \_\_\_\_\_

**TABLEAU SOFTWARE LLC**

Address for Notice:

1621 N. 34<sup>th</sup> St.  
Seattle, WA 98103  
USA