TABLEAU SOFTWARE

END USER LICENSE AGREEMENT ("EULA")

This End User License Agreement ("**Agreement**") is between Tableau Software, Inc. or the applicable Tableau affiliate ("Tableau") and City of Glendale ("**you**"). This Agreement covers all Software, Support and Maintenance Services, and Professional Services.

1.   Definitions.

Affiliate: means each legal entity that is directly or indirectly controlled by you on or after the Effective Date and for so long as such entity remains directly or indirectly controlled by you (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).

Authorized User: means those uniquely identified individuals for whom the applicable license fees have been paid, as stated on the Ordering Document, who are authorized by you to install and/or use the functionality in the Software for any purpose regardless of whether those individuals are actively using the programs at any given time. Licenses granted on an Authorized 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 Authorized Users.

Contractor: means those independent third parties who perform services related to this Agreement for you.

Customer Data: means data generated by you or your Authorized User and used by or imported into the Software, but excludes data generated by a Client Sublicensee unless such data is combined with your data or is relevant to your provision of services to such Client Sublicensee.

Documentation: means any supporting product help and technical specifications documentation provided by Tableau with the Software to you.

Ordering Document: means any order on a Tableau order form which references this Agreement. Each Ordering Document which references this Agreement shall be deemed a part of this Agreement.

Software: means the proprietary Tableau software product(s) provided in connection with this Agreement in object code form (or as otherwise specified in any related Ordering Document). "Software" shall also include any Support and Maintenance Services releases provided to you under this Agreement. Unless otherwise noted, the Software and Documentation are referred to collectively herein as "Software".

2.   Tableau Software Products.

2.1   Tableau Software. In order to use the Software under this Agreement, you must activate your copy of the Software with the valid license key or activation code provided to you ("**Product Key**") at the time of purchase and/or submit a uniquely identifiable user registration when prompted, in accordance with the scope of use and other terms specified for each type of Software, the Documentation, and as set forth in this Section 2 of this Agreement.

2.2   Tableau Desktop (Professional and Personal) ("**Desktop Software**"): If you purchased a license to Desktop Software, the total count of Authorized Users enabled to use such Desktop Software must not exceed the number of licenses purchased on the applicable Ordering Document(s). For each such license you may install, via the Product Key, one copy of the Desktop Software on one primary computer and a second copy on a secondary portable or home computer for each Authorized User.

2.3   Tableau Server ("**Server Software**"): If you purchased a license to Server Software, your license will be subject to either Core-Based or User-Based restrictions, as identified on the applicable Ordering Document.

    2.3.1   User-Based Server License: If your Server Software license is designated as User-Based, the total count of Authorized Users enabled to use such Server Software across all Production and Non-Production Environments must not exceed the number of licenses purchased on the applicable Ordering Document(s). For the avoidance of doubt, "User-Based" Server Licenses are also referred to in the Ordering Document or Documentation as "Web Client" Server Licenses or "Interactor" Server Licenses.

    2.3.2   Core-Based Server License: If your Server Software license is designated on the applicable Ordering Document as Core-Based, for each such license an unlimited number of Authorized Users may use the Server Software (until Core capacity is reached), provided that the total number of Cores made available to each installation of the Server Software does not exceed the permitted number of Cores identified on your Ordering Document. When the Server Software is installed and distributed across multiple computers, all Cores made available to the Server Software from each computer count toward to the total number of Cores licensed by you and identified on your Ordering Document. "**Core**" means the processor or execution core within a computer's central processing unit, whether such Cores are virtual or physical. For purposes of Core-Based Server License, Authorized Users do not need to be uniquely identified.

2.4   Evaluation Version ("**Evaluation Version**"): If you ordered a license to an Evaluation Version, you may install and use one copy of Evaluation Version Software solely for the purpose of evaluating the Software to determine whether to purchase a non-Evaluation Version copy of the Software. You may not use the Evaluation Version for any other purposes, including but not limited to competitive analysis, commercial, professional, or for-profit purposes. For clarification, licenses provided under Tableau's student access program constitute Evaluation Versions. You may only use the Evaluation Version for fourteen (14) days from the date you activate and/or register via the Product Key or otherwise, unless otherwise specified by Tableau in the Documentation or a separate writing from Tableau ("**Evaluation Period**"). Unless you pay the applicable license fee for the Software (and Tableau issues you a Product Key in exchange), the Evaluation Version Software may become inoperable and, in any event, your right to use the Evaluation Version Software automatically expires at the end of the Evaluation Period. Notwithstanding any other provision of this Agreement, the Evaluation Version Software is provided "AS IS" without warranty of any kind, express or implied. Tableau may terminate your license to the Evaluation Version Software upon written notice at any time for any reason and without liability of any kind. IF YOU SUBSEQUENTLY LICENSE A NON-EVALUATION VERSION OF THE SOFTWARE, YOUR LICENSE TO THE EVALUATION VERSION SOFTWARE SHALL IMMEDIATELY TERMINATE AND YOU EXPRESSLY AGREE THAT, UNLESS YOU HAVE A SEPARATE SIGNED LICENSE AGREEMENT GOVERNING YOUR USE OF THE SOFTWARE, THIS AGREEMENT, AND THE TERMS AND CONDITIONS HEREIN, SHALL GOVERN YOUR USE OF SUCH NON-EVALUATION VERSION.

3.   License.

3.1   Grant of License. Subject to all of the terms and conditions of this Agreement, and except as set forth in Section 6 (Term of Agreement), Tableau grants you a limited, worldwide, non-transferable, non-sublicensable (except as permitted under Section 3.7), non-exclusive license to use the Software for which you have been issued a Product Key by Tableau or an Authorized Partner, but only in accordance with: (i) the Documentation; (ii) the restrictions in Section 2 (Tableau Software Products), Section 3.8 (License Restrictions) and any restrictions on the applicable Ordering Document; and (iii) the number of Authorized Users and/or permitted number of Cores (as applicable), on the platforms and configurations or any other restrictions mutually agreed upon by you and an Authorized Partner. You may allow your Contractors and Affiliates to use the Software in accordance with this Agreement, provided you shall remain liable for all acts and omissions of your Affiliates and Contractors as if their breach were your own.

3.2   Sample Code. Subject to the terms and conditions of this Agreement, Tableau grants you a limited, worldwide, non-transferable, non-sublicensable, non-exclusive license to modify any sample source code from the Software provided by Tableau to you ("**Sample Code**") solely for internal use for the purposes of designing, developing, testing

and otherwise facilitating your use of the Software under this Agreement.

3.3   Production and Non-Production Environments:

3.3.1   Non-Production Environments: You may use the Server Software in a technical environment and on the platforms and configurations specified in the Documentation, solely for internal development and testing in connection with your licensed Software, or for disaster recovery purposes ("**Non-Production Environment**"). Your installation, activation or use of a copy of the Software in a Non-Production Environment is limited to the same number of Authorized Users and/or permitted number of Cores and/or computers as provided under Section 3.1 above. Your use of the Server Software in a Non-Production Environment may be concurrent with your use of the licensed Software in a Production Environment and such use is conditioned on you having an authorized license for the Software. You are only entitled to two (2) Non-Production Environments under this Agreement. Any additional licenses for Non-Production Environments other than what is described in this Section 3.3 can be purchased by you and shall be subject to the additional terms and conditions contained in the applicable Ordering Document.

3.3.2   Production Environments. As it relates to the Server Software, your use of the Software for the purpose of creating, sharing, viewing and/or revising visualizations is considered use within a "Production Environment" and you are entitled to one (1) Production Environment for each Server Software license you purchase under this Agreement. Your 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 your Ordering Document.

3.4   Archive Copies. You are entitled to make a reasonable number of copies of the Software for archival purposes.

3.5   Third-Party Code. The 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 you upon your 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.

3.6   Electronic Delivery. All Software and Documentation shall be delivered by electronic means unless otherwise specified on the applicable Ordering Document. Software shall be deemed delivered when it is made available for download by you ("**Delivery**").

3.7   Client Sublicensees. You may permit third parties ("**Client Sublicensees**") to access the Server Software as Authorized Users on your Servers but only so the Client Sublicensees may (1) interact with visualizations generated by you through your use of the Software and based on Customer Data or (2) themselves create visualizations using Customer Data, provided that in each case such Customer Data is relevant to your provision of services to that particular Client Sublicensee ("**Visualization Access**") and further provided that you, in providing your Client Sublicensees Visualization Access, are not acting as "Marketing Service Provider", "Service Bureau" or other entity with a similar business model. Client Sublicensees may not publish their own data to your Server Software, use any data other than Customer Data with your Server Software or access your Server Software for any other purposes except as expressly permitted in this Section 3.7. For the avoidance of doubt, Client Sublicensees may not access your Desktop Software for any purpose. You shall be solely responsible for your relationships with Client Sublicensees and must notify Client Sublicensees that Tableau shall have no warranty, support or other obligation or liability to any Client Sublicensee. You shall be liable for all acts and omissions of your Client Sublicensees as if their breach were your own.

3.8   License Restrictions. You shall not (and shall not allow any third party to): (a) decompile, disassemble, or otherwise reverse engineer the Software or Third Party Code or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the 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 Software, Third Party Code or Sample Code (or any portion thereof) for time sharing, hosting, service provider or like purposes, except as expressly permitted under Section

3.7 of this Agreement; (c) remove any product identification, proprietary, copyright trademark, service mark, or other notices contained in the Software, Third Party Code or Sample Code; (d) except as permitted in Section 3.2, modify any part of the Software, Third Party Code or Sample Code, create a derivative work of any part of the Software, Third Party Code, or Sample Code, or incorporate the Software, Third Party Code or Sample Code into or with other software, except to the extent expressly authorized in writing by Tableau or as permitted by an applicable Open Source Software license; (e) publicly disseminate performance information or analysis (including, without limitation, benchmarks) from any source relating to the Software; (f) utilize any equipment, device, software, or other means designed to circumvent or remove any form of Product Key or copy protection used by Tableau in connection with the Software, or use the Software together with any authorization code, Product Key, serial number, or other copy protection device not supplied by Tableau or through an Authorized Partner; (g) use the Software to develop a product which is competitive with any Tableau product offerings; (h) use unauthorized Product Keys or keycode(s) or distribute or publish keycode(s) except as may be expressly permitted by Tableau in writing; (i) as applicable to Desktop or User-Based Server, enable access to the Software for a greater number of Authorized Users than the sum quantity of licenses purchased on the applicable Ordering Document(s); or (j) as applicable to Desktop or User-Based Server, reassign license rights between Authorized Users so frequently as to enable a single license to be shared between Authorized Users.

4.   **Ownership.** Notwithstanding anything to the contrary contained herein, except for the limited license rights expressly provided herein, 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 Software, Sample Code, Third Party Code, and all copies, modifications and derivative works thereof (including any changes which incorporate any of your ideas, feedback or suggestions). You acknowledge that you are obtaining only a limited license right to the Software, Sample Code, 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 you under this Agreement or otherwise.

5.   **Payment.** You shall pay all fees associated with the Software licensed and any services purchased hereunder as set forth in the applicable Ordering Document. All payments shall be made in the currency noted on the applicable Ordering Document within thirty (30) days of the applicable invoice. Except as expressly set forth herein, all fees are non-refundable once paid. Unless timely provided with a valid certificate of exemption or other evidence that items are not taxable, Tableau will invoice you for all applicable taxes including, but not limited to, VAT, GST, sales tax, consumption tax and service tax. If any withholding tax is required by applicable law to be paid by you in relation to payments due to Tableau hereunder, you will provide Tableau with official receipts and/or certificates from the appropriate taxing authorities to establish that any applicable taxes have been paid.

6.   **Term of Agreement.**

6.1   Term. This Agreement is effective as of the Effective Date and continues until terminated as set forth herein (the "**Term**"). The term of your license(s) under this Agreement may be perpetual, limited for Evaluation Version, or designated as a fixed-term license in the Ordering Document or by an Authorized Partner, and shall be specified at the time of purchase. Either party may terminate this Agreement (including all related Ordering Documents) if the other party: (a) fails to cure any material breach of this Agreement within thirty (30) days after written notice of such breach including without limitation your failure to pay, provided that Tableau may terminate this Agreement and the Software license(s) (including termination of the Software license(s)) if the Agreement has already expired or has been terminated) immediately upon any breach of Section 3.8 (License Restrictions) or if you exceed any other restrictions contained in Section 2 (Tableau Software Products); (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against such party (and not dismissed within sixty (60) days). Termination is not an exclusive remedy and the exercise by either party of any remedy under this Agreement will be without prejudice to any other remedies it may have under this Agreement, by law, or otherwise.

6.2   Termination. Upon any expiration or termination of this Agreement, you shall cease any and all use of any Software, destroy all copies thereof and so certify to Tableau in writing.

6.3   Survival. Sections 3.8 (License Restrictions), 4 (Ownership), 5 (Payment), 6 (Term of Agreement), 7.3 (Disclaimer of Warranties), 10.1, 10.2, 10.3 and 10.5 (Limitation of Remedies; Indemnification and Damages), 11 (Confidential Information), 12 (Export Compliance) and 13 (General) shall survive any termination or expiration of this Agreement.

7.   Limited Warranty and Disclaimer.

7.1   Limited Warranty. Tableau warrants to you that for a period of sixty (60) days from Delivery (the "**Warranty Period**") the Software shall operate in substantial conformity with the Documentation. Tableau does not warrant that your use of the Software will be uninterrupted or error-free or that any security mechanisms implemented by the Software will not have inherent limitations. Tableau's sole liability (and your exclusive remedy) for any breach of this warranty shall be, in Tableau's sole discretion, to use commercially reasonable efforts to provide you with an error-correction or work-around which corrects the reported non-conformity, or if Tableau determines such remedies to be impracticable within a reasonable period of time, to refund the license fee paid for the applicable Software. Tableau shall have no obligation with respect to a warranty claim unless notified of such claim within the Warranty Period. For the avoidance of doubt, this warranty applies only to the initial Delivery of Software under an Ordering Document and does not renew or reset, for example, with the delivery of (a) Software updates or maintenance releases or (b) Product Keys.

7.2   Exclusions. The above warranty shall not apply: (i) if the Software is used with hardware or software not authorized in the Documentation; (ii) if any modifications are made to the Software by you or any third party; (iii) to defects in the Software due to accident, abuse or improper use by you; (iv) to any Evaluation Version or other Software provided on a no charge or evaluation basis; or (v) to any maps created using the Software ("**Maps**"), such functionality is provided purely for reference purposes. Tableau makes every effort to ensure the Maps are free of errors but does not warrant the Maps or Map features are accurate. The boundaries and names shown and the designations used in the Maps do not imply official endorsement or acceptance by Tableau.

7.3   Disclaimer of Warranties. THIS SECTION 7 IS A LIMITED WARRANTY AND, EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7, THE SOFTWARE, INCLUDING WITHOUT LIMITATION THE MAPS AND THE THIRD-PARTY CODE, AND ALL SERVICES ARE PROVIDED "AS IS". NEITHER TABLEAU NOR ITS LICENSORS MAKES ANY OTHER WARRANTIES, CONDITIONS OR UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. YOU MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE LIMITED WARRANTY PERIOD.

8.   Support & Maintenance. Subject to the terms and conditions of this Agreement, and the applicable Ordering Document, you may purchase, including for renewal terms, support and maintenance services as set forth in Tableau's then-current Support and Maintenance Policies ("**Support and Maintenance Services**") and as specified in your Ordering Document. All Support and Maintenance Services renewals will be subject to the terms and conditions of this Agreement including Tableau's then-current Support and Maintenance Policies.

9.   Professional Services. Tableau shall provide the number of person-days of professional consulting or training services ("**Professional Services**") purchased in the applicable Ordering Document or online ordering process. The parties acknowledge that the scope of the Professional Services provided hereunder consists solely of either or both of: (a) assistance with Software installation, deployment, and usage; and (b) training in use of the Software. You shall have a license right to use any deliverables (including any documentation, code, Software, training materials or other work product) delivered as part of the Professional Services ("**Deliverables**") solely in connection with your permitted use of the Software, subject to all the same terms and conditions as apply to your Software license (including in Section 3.8 (License Restrictions)), and subject to any additional terms and conditions provided with the Deliverables. You may order Professional Services under a Statement of Work ("**SOW**") describing the work to be performed, fees and any applicable milestones, dependencies and other technical specifications or related information. Each SOW must be signed by both parties before Tableau shall commence work under such SOW. If the parties do not execute a separate SOW, the Services shall be provided as stated on the Ordering Document. You will reimburse Tableau for reasonable travel and lodging expenses as incurred.

10.   Limitation of Remedies; Indemnification and Damages.

10.1   BUT FOR: (1) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 10, (2) EITHER PARTY'S BREACH OF SECTION 11 (CONFIDENTIAL INFORMATION), (3) YOUR BREACH OF SECTION 3.7 (CLIENT SUBLICENSEES), SECTION 3.8 (LICENSE RESTRICTIONS) OR SECTION 12 (EXPORT COMPLIANCE), OR (4) DAMAGES ARISING OUT OF CLIENT SUBLICENSEE'S USE OF THE SOFTWARE, NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS OR COSTS OF COVER), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

10.2   BUT FOR: (1) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 10, (2) EITHER PARTY'S BREACH OF SECTION 11 (CONFIDENTIAL INFORMATION), (3) YOUR BREACH OF SECTION 3.7 (CLIENT SUBLICENSEES), SECTION 3.8 (LICENSE RESTRICTIONS), OR SECTION 12 (EXPORT COMPLIANCE), OR (4) DAMAGES ARISING OUT OF CLIENT SUBLICENSEE'S USE OF THE SOFTWARE, EACH PARTY'S ENTIRE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID OR OWED BY YOU FOR THE SOFTWARE OR SERVICE DIRECTLY CAUSING THE DAMAGES.

10.3   The parties agree that the limitations specified in this Section 10 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

10.4   Tableau Indemnification: Tableau shall defend you from and against any claim by a third party alleging that the Software when used as authorized under this Agreement infringes a U.S. patent, U.S. copyright, or U.S. trademark and shall indemnify and hold you harmless from and against any damages and costs awarded against you or agreed in settlement by Tableau (including reasonable attorneys' fees) resulting from such claim, provided that Tableau shall have received from you: (i) prompt written notice of such claim (but in any event notice in sufficient time for Tableau to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense, and settlement (if applicable) of such claim; and (iii) all reasonably necessary cooperation from you. If your use of the Software is (or in Tableau's opinion is likely to be) enjoined, if required by settlement or if Tableau determines such actions are reasonably necessary to avoid material liability, Tableau may, in its sole discretion: (a) substitute for the Software substantially functionally similar programs and documentation; (b) procure for you the right to continue using the Software; or if (a) and (b) are not commercially reasonable, (c) terminate the Agreement and refund to you the license fee paid by you as reduced to reflect a five year straight-line depreciation from the applicable license purchase date. The foregoing obligations of Tableau shall not apply: (1) if the Software is modified by any party other than Tableau, but solely to the extent the alleged infringement is caused by such modification; (2) if the Software is combined with products or processes not provided or authorized by Tableau, but solely to the extent the alleged infringement is caused by such combination; (3) to any unauthorized use of the Software; (4) to any unsupported release of the Software; (5) to any third-party code contained within the Software; or (6) if you settle or make any admissions with respect to a claim without Tableau's prior written consent. THIS SECTION 10.4 SETS FORTH TABLEAU'S AND ITS LICENSORS' SOLE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

10.5   Indemnification by You. Subject to this Section 10, you shall defend Tableau from and against all claims, arising out of any claim by third parties (including any Client Sublicensees and Contractors) resulting from or relating to (i) any breach by you of Section 3.7 (Client Sublicensees) or (ii) a Client Sublicensees' use of the Software, and shall indemnify and hold Tableau harmless from and against any damages and costs awarded against Tableau or agreed in settlement by you (including reasonable attorney's fees) resulting from such claims, provided that you shall have received from Tableau: (i) prompt written notice of such claim (but in any event notice in sufficient time for you to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense, and settlement (if applicable) of such claim; and (iii) all reasonably necessary cooperation from Tableau. You may not settle any such claim relating

to the Software without Tableau's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

11.   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, pricing, 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.

12.   Export Compliance. You acknowledge that the 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. You 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 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.

13.   General.

13.1   Assignment. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Tableau may assign this Agreement to any affiliate or in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of Tableau's assets or voting securities. You may not assign or transfer this Agreement, in whole or in part, without Tableau's written consent except that you may assign your rights and obligations under this Agreement, in whole but not in part, without Tableau's written consent in connection with any merger, consolidation, sale of all or substantially all of your assets, or any other similar transaction provided that: (i) the assignee is not a direct competitor of Tableau; (ii) you provide prompt written notice of such assignment to Tableau; (iii) the assignee is capable of fully performing your obligations under this Agreement; and (iv) the assignee agrees to be bound by the terms and conditions of this Agreement. Any attempt to transfer or assign this Agreement without such written consent will be null and void.

13.2   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.

13.3   Governing Law; Jurisdiction and Venue. Excluding conflict of laws rules, this Agreement shall be governed by and construed under the laws of the State of Arizona, U.S. All disputes arising out of or in relation to this Agreement shall be submitted to the exclusive jurisdiction of the courts of Maricopa County, Arizona. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act, as currently

enacted by any jurisdiction or as may be codified or amended from time to time by any jurisdiction, do not apply to this Agreement.

13.4   Attorneys' Fees and Costs. The prevailing party in any action to enforce this Agreement will be entitled to recover its attorneys' fees and costs in connection with such action.

13.5   Notices and Reports. Any notice or report hereunder shall be in writing. If to Tableau, such notice or report shall be sent to Tableau at 837 N. 34th Street, Suite 200, Seattle, WA 98103 to the attention of "Legal Department". If to you, such notice or report shall be sent to the address you provided upon placing your 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.

13.6   Amendments; Waivers. 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. Nothing in this Agreement obligates you to submit or Tableau to accept orders for Software. 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. No provision of any purchase order or other business form, including any electronic invoicing portals and vendor registration processes, employed by you 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.

13.7   Entire Agreement. This Agreement 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. In the event of any inconsistent, incompatible or conflicting provisions, this signed Agreement (including any amendments) shall take precedence, followed by the provisions of any applicable Ordering Document.

13.8   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.

13.9   Audit Rights. Upon Tableau's written request, you shall certify in a signed writing that your use of the Software is in full compliance with the terms of this Agreement (including any Core and user limitations) and provide a current list of Authorized Users for Desktop and User-Based Server licenses. With reasonable prior notice, Tableau may audit your use of the Software, software monitoring system and records, provided such audit is during regular business hours. If such inspections or audits disclose that you have installed, accessed or permitted access to the Software in a manner that is not permitted under this Agreement, then Tableau may terminate this Agreement pursuant to Section 6 and you are liable for the reasonable costs of the audit in addition to any other fees, damages and penalties Tableau may be entitled to under this Agreement and applicable law.

13.10   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.

13.11   Government End-Users. The Software is commercial computer software. If the user or licensee of the Software is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the 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 Software was developed fully at private expense. All other use is prohibited.

13.12   Authorized Partner. If you received the Software under an agreement ("**Partner Agreement**") with an authorized Tableau

reseller, partner or OEM ("**Authorized Partner**") then, notwithstanding anything to the contrary in this Agreement: (a) your use of the Software is subject to any additional terms in the Partner Agreement, including any limitations on use of the Software in conjunction with third-party applications; and (b) you agree to pay the Authorized Partner the fees agreed in the Partner Agreement and you have no direct payment obligations to Tableau for that purchase under Section 5 above. If your warranty and support terms stated in your Partner Agreement are different than what is stated in Section 7 or 8 herein, then Tableau has no warranty or support obligations to you under this Agreement (although the disclaimers of warranties in Section 7.3 still apply to you). If your warranty and support terms passed on in your Partner Agreement are as stated herein, then Section 7 and 8 shall apply to you as written. Notwithstanding anything in this Agreement to the contrary, (i) the Partner Agreement may not modify any of the remaining terms of this Agreement and (ii) the Partner Agreement is between you and the Authorized Partner and is not binding on Tableau. Tableau may terminate this Agreement (including your right to use the Software) in the event Tableau fails to receive payment for your use of the Software from the Authorized Partner or if you breach any term of this Agreement.

13.13   Third-Party Beneficiary. Tableau Software, Inc., its affiliates and its licensors may be third party beneficiaries of this Agreement. No other third party, including without limitation your Client Sublicensees or Contractors under Section 3.7, is intended to be a beneficiary of this Agreement entitled to enforce its terms directly.

13.14   Language. Regardless of any language into which this Agreement may be translated, the official, controlling and governing version of this Agreement shall be exclusively the English language version.

The parties have caused this End User License Agreement to be executed by their duly authorized representatives to be effective as of the last date noted below ("**Effective Date**").

TABLEAU SOFTWARE, INC.	CITY OF GLENDALE
By (Signature)	By (Signature)
Kristin Boraas	
Name (Print)	Name (Print)
Senior Managing Attorney	
Title	Title
8-16-2016	
Date	Date
	Taxpayer ID No.
Address for Notice: 837 North 34th Street, Suite 200 Seattle, WA 98103	Address: _____ _____
Phone: 206-633-3400 Fax: 206-237-8550 (Attn: Legal) legal@tableau.com	Phone: _____ Fax: _____ Email: _____