

Tableau Software, LLC
Premium Support Policy

I. Overview

This Premium Support Policy (“**Premium Support Policy**”) describes the policies and procedures under which Tableau Software, LLC or its applicable affiliate (“**Tableau**”) provides Premium Support Services (“**Premium Support**”) for its proprietary Server, Desktop, and Prep software products (“**Software**”) to its customers (each, a “**Customer**”).

Premium Support is subject to the terms and conditions of the License Agreement, the terms of Tableau’s [Technical Support Policy](#) and the terms of this Premium Support Policy. Premium Support services are provided for the term specified in the Ordering Document. Any undefined terms used herein shall have the same meaning as stated in Tableau’s Technical Support Policy and the License Agreement.

Premium Support is provided through Tableau’s supported channels as indicated on Annex A to this Premium Support Policy (the “**Supported Channels**”).

Premium support must be purchased for all purchased subscriptions and licenses in covered deployments. Therefore, Customer may incur additional support charges as new subscriptions or licenses for included products are added to a given deployment.

II. Eligibility

A Customer is eligible for Premium Support provided that they have purchased the Premium Support services and are current Technical Support customers in accordance with the Technical Support Policy. Premium Support shall not apply to the Customer’s affiliates or subsidiaries who have purchased their own Software under a separate License Agreement, unless the parties agree otherwise in writing. Only Named Customer Contacts are eligible for Premium Support and no User Contacts will be covered under Premium Support.

III. Premium Support Services

Along with the Technical Support services outlined in the [Technical Support Policy](#), Premium Support includes the following additional offerings.

A. Reactive Support:

- 1) Incidents reported by a Named Customer Contact covered under Premium Support will be handled and processed by a technical support team for the Premium Support program.
- 2) Tableau will make commercially reasonable efforts to call the Named Customer Contact on P1 and P2 Incidents during the Premium Support effective coverage hours (“**Coverage Hours**”) set forth in Annex A to this Premium Support Policy.
- 3) The definition of P1 Incidents set forth in the Technical Support Policy shall also include Incidents where the issue has severely impacted the performance of the Software and as a result the Customer experiences a complete loss of core business process and work cannot reasonably continue. B. Proactive Account Care:
 - 1) **Technical Account Manager (“TAM”)** - Named Customer Contacts have direct access to a primary named TAM during the TAM’s standard business hours in their local time zone as specified in Annex A. The TAM will make reasonable efforts to ensure that Incidents are prioritized, routed, and managed according to the Premium Support services offered herein covered under the purchased Premium Support Program. TAMs will also provide guidance on best practices and recommendations for Tableau products and services after assessing the customer’s business needs and requirements.
 - 2) **Technical Account Care (“TAC”) Community Forum Access** – Named Customer Contacts are provided access to the [TAC community forum](https://community.tableau.com/community/tac) (<https://community.tableau.com/community/tac>). This forum is used to discuss common questions regarding Tableau products or services with other customers enrolled in Premium Support, provides information around critical security bulletins and is an online resource for escalating Incidents.

- 3) **Upgrade Planning Assistance** – Conduct preparation and planning services relating to the upgrade of Production Environments or Non-Production Environments for the purpose of installing new Software licenses or Maintenance Releases, or New Versions. The TAM will not be responsible for performing any upgrades on behalf of the Customer.
- 4) **Environment Documentation** - For each twelve (12) month term of Premium Support, the TAM shall conduct one guided review for the Production Environment to record configuration data of Software.
- 5) **Recurring Status Calls** - Conduct a recurring call, not to exceed one call per week (unless mutually agreed by the parties), to review and update currently open Incidents.
- 6) **Deployment Reviews** - For each twelve (12) month term of Premium Support, conduct two reviews of the Production Environment to ensure systems are running efficiently and advise on best practices. If prior recommendations were made, the review shall validate relevancy of prior recommendations and modify recommendations accordingly.
- 7) **Real-time Service Reports** – Named Customer Contacts will have on-demand access to reports via the Cloud Service, as defined below, outlining the Premium Support services performed, recommendations provided by Tableau, and critical Incident status reported by Named Customer Contacts.
- 8) **Onsite Visits** – Each twelve (12) month term of Premium Support includes up to the number of onsite visits referenced in Annex A to go over business reviews, strategic planning sessions, or other activities as mutually agreed (each, an “Onsite Visit”). Tableau will cover its reasonable travel expenses for up to the number of Onsite Visits referenced in Annex A. Customer will be invoiced for the cost of travel and other expenses for any request for onsite work beyond the number of Onsite Visits allowed in Annex A unless otherwise agreed by the parties. C. Proactive Product Care:
- 1) **Product Roadmap Participation** - Named Customer Contacts will be invited periodically to participate in product roadmap discussions covering Tableau’s upcoming release(s), schedules and product highlights with Tableau’s product development team.
- 2) **Prioritized Feature Request Review** - Feature or enhancement requests submitted by Named Customer Contacts will be prioritized for review and feedback by Tableau’s product teams. Prioritized feature or enhancement request reviews are not guaranteed to be implemented into the product roadmap.
- 3) **Feature Request Feedback Sessions** – Access to product teams for discussing feature requests and high priority needs may be available for Named Customer Contacts through the TAM on an as needed basis.

D. Proactive Support Care:

- 1) **Case Oversight** – The TAM and the technical support team will make reasonable efforts to (a) ensure ongoing investigation and resolution of any Incident and (b) review and consider Customer’s recorded Production Environment data for the Software.
- 2) **Escalation Management** – P1 Incidents may be escalated by the TAM or through the TAC community website for rapid response. In the case where multiple issues are escalated, an escalation account manager may be assigned for expedited resolution.
- 3) **Priority Development Access For Product Defect Issues** – For any issues reported by Named Customer Contacts which is deemed as a product defect, the issue will take precedence over all other defect issues within the same priority reported by Technical Support customers.
- 4) **Onsite Escalation Management** – For all issues which are completely blocking or causing excessive and frequent outages which cannot be resolved remotely within a reasonable timeline, Tableau may, at Tableau’s discretion, provide appropriate resources and personnel to Customer onsite. These resources may be comprised of an escalation account manager, product consultant or developer.

IV. Named Customer Contacts

- A. For the avoidance of doubt, Named Customer Contacts for Premium Support may be in addition to or the same Named Customer Contacts allowed for Technical Support provided that the number of Named Customer Contacts for Premium Support does not exceed the number of Named Customer Contacts allowed in Annex A to Premium Support Policy.
- B. In addition to the resources available in the Technical Support Policy, Customer may designate and make changes to its Named Customer Contacts by submitting an e-mail request to the TAM.

- V. **Policy Details.** Important details of this Premium Support Policy are set forth on Annex A including the Coverage Hours, limits on the number of Named Customer Contacts, target response times for Incidents, and other details.

VI. Limited Access to Tableau Cloud

Premium Support services include access to visualizations created by Tableau using Customer's data relating to the Premium Support services ("**Premium Support Data**") for Named Customer Contacts, through Tableau Cloud, described more fully on www.tableau.com ("**Cloud Service**"). Use of the Cloud Service is subject to the additional terms and conditions set forth in this Section VI (collectively, the "**Premium Support Cloud Agreement**"). For the avoidance of doubt, any use of Tableau Cloud other than as set forth in this Section VI is subject to the [Tableau Cloud Subscription Agreement \(www.tableau.com/legal/tosa\)](http://www.tableau.com/legal/tosa).

A. Access to Tableau Cloud. Subject to the terms and conditions of the Premium Support Cloud Agreement, Tableau hereby grants to Customer a limited, non-exclusive, non-transferable, worldwide right during the Cloud Premium Support Term (as defined below) to use Tableau Cloud solely to interact with visualizations generated by Tableau based on Premium Support Data (as defined below) and for no other purpose. Customer may not upload any of its own data to Tableau Cloud or otherwise use Tableau Cloud with any other data or for any other purposes except as expressly permitted in this paragraph.

B. Named Customer Contact. Use of Tableau Cloud to access the Cloud Service is permitted only by Named Customer Contacts. The Named Customer Contacts will receive user IDs and passwords to access Tableau Cloud. These credentials are granted to individual, named persons and may not be shared. Customer will ensure that all Named Customer Contacts keep these credentials strictly confidential. Customer is responsible for any and all actions taken by Named Customer Contacts and by anyone using Customer's accounts and passwords.

C. License to Tableau.

1) Premium Support Data. Subject to the terms of this Premium Support Cloud Agreement, Customer hereby grants to Tableau a nonexclusive, worldwide, royalty-free right to use, copy, store, transmit, distribute, perform and display (including publicly), modify and create derivative works of the Premium Support Data solely to the extent necessary to provide the Cloud Service.

D. Confidentiality. Each party (as "**Receiving Party**") agrees that all code, inventions, know-how, business, technical and financial information it obtains from the disclosing party ("**Disclosing Party**") constitute the confidential property of the Disclosing Party ("**Confidential Information**"). Any login credentials to Tableau Cloud, Tableau technology, performance information relating to Tableau Cloud, and the terms and conditions of this Premium Support Cloud Agreement shall be deemed Confidential Information of Tableau. Premium Support Data shall be deemed Customer's Confidential Information. Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information. The Receiving Party acknowledges that disclosure of Confidential Information could cause substantial harm for which damages alone would not be a sufficient remedy, and therefore upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

E. Term and Termination.

1) Term. The Premium Support Cloud Agreement is effective as of the date Customer's Premium Support Service commences and expires on the date of expiration or termination of Customer's Premium Support service ("**Cloud Premium Support Term**").

2) Termination. Notwithstanding anything to the contrary, either party may terminate the Premium Support Cloud Agreement, for any reason or no reason whatsoever, at any time by delivering a written notice of termination to the other party. Termination is not an exclusive remedy and the exercise by either party of any remedy under this Premium Support Cloud Agreement will be without prejudice to any other remedies it may have under this Premium Support Cloud Agreement, by law, or otherwise.

3) Effects of Termination. Upon deactivation, termination or expiration of this Premium Support Cloud Agreement, Customer shall immediately cease any and all use of the Cloud Service and delete any Tableau Cloud passwords or access codes and any other Tableau Confidential Information related to the Cloud Service in its possession. Customer acknowledges that following termination, deactivation or expiration, Customer shall have no further access to any visualizations created using Premium Support Data and that Tableau may delete any such data at any time. Sections D, F and G of this Premium Support Cloud Agreement will survive termination or expiration of this Premium Support Cloud Agreement.

F. DISCLAIMER OF WARRANTIES. NOTWITHSTANDING ANY OTHER WARRANTIES IN THE PREMIUM SUPPORT CLOUD AGREEMENT OR THE LICENSE AGREEMENT, THE CLOUD SERVICE IS 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. CUSTOMER 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.

G. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER LIMITATIONS OF LIABILITY SET FORTH IN THE LICENSE AGREEMENT, FOR PURPOSES OF THE CLOUD SERVICE, IN NO EVENT SHALL TABLEAU (INCLUDING TABLEAU'S LICENSORS) 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) RELATED TO THE CLOUD SERVICE, 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. NOTWITHSTANDING ANY OTHER PROVISION OF THIS PREMIUM SUPPORT CLOUD AGREEMENT OR THE LICENSE AGREEMENT, TABLEAU AND ITS LICENSORS' ENTIRE LIABILITY TO YOU RELATED TO THE CLOUD SERVICE SHALL NOT EXCEED \$100.

Annex A to Premium Support Policy

SUPPORTED SOFTWARE	
Supported Software:	Tableau Desktop; Tableau Prep; Tableau Server
POLICY TERMS	
Coverage Hours	Available 24/7 for P1 and P2 Incidents. Available during local Business Hours for P3 and P4 Incidents. Limited support during Tableau events and holidays, as posted on the Tableau Support Services Page (www.tableau.com/support/services)
Technical Account Manager Coverage Hours	Monday through Friday during TAM's standard business hours in their local time zone with limited support during events and holidays as posted on the Tableau Support Services Page (www.tableau.com/support/services) .

Supported Channels	Customer Portal (https://customer.tableau.com/) Web Form (https://www.tableau.com/support/case) Phone Support for P1 and P2 Incidents as referenced on the TAC website https://community.tableau.com/community/tac
Escalations	Escalation possible through sales contact, the TAM or through the TAC community website (https://community.tableau.com/community/tac).
Named Customer Contacts	Up to five (5) Named Customer Contacts
Onsite Visits	Up to 2 Onsite Visits during each twelve (12) month Premium Support term
TARGET RESPONSE TIMES AND UPDATE FREQUENCY DURING COVERAGE HOURS	
Target Response Time	P1 – 30 minutes P2 – 2 hours P3 – 1 Business day P4 – 3 Business days
Target Update Frequency	P1 – Twice Daily P2 – 24 hours P3 – Every 3 Business Days P4 – Weekly

*Tableau provides responses and updates for P3 – P4 incidents during Business Hours only. Target response times will correspondingly carry into subsequent business days.