

State of Tennessee
Sourcing Event # 32110-9648
Specifications for Tableau Software

1.0 Scope

1.1 The purpose for these specifications is to establish a statewide contract to be used by TN State Agencies as a source of supply for Tableau Software, Technical Support, Training and Implementation.

2.0 Contractor Requirements

- 2.1 **Respondent must be able to provide a signed letter or email from an authorized representative of Tableau Software dated within sixty (60) days of the response opening date. Letter or email must state that respondent is authorized to sell Tableau Software and Services.** This certification will be required annually.
- 2.2 Contractor must provide all necessary software and training throughout the term of the contract.
- 2.3 Contractor must notify the State Central Procurement Contract Manager in writing of any changes in product that will affect or modify the contract products. This notification must be made within thirty (30) days of proposed contract implementation to allow the State time for review of the impact these changes will incur, approval of the proposed changes, and notification to all departments.

3.0 Technical Requirements

- 3.1 Software License Requirements: Tableau Software, Maintenance, and Services made available as a result of an awarded contract shall include but not be limited to the following Tableau products and services:
- Tableau Software,
 - Annual Software support (See Attachment A, Tableau Software Technical Support Policy)
 - Installation/Upgrade Support Services
 - Tableau Elite Support Program (See Attachment B, Tableau Elite Support Program Policy)
 - Tableau Provided on-site Training classes

4.0 Warranty Requirements

4.1 Tableau warrants to you that for a period of thirty (30) 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 nonconformity, 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.

Tableau Software, Inc.

Technical Support Policy

I. Overview

This Software Technical Support Policy (“**Support Policy**”) describes the policies and procedures under which Tableau Software, Inc. (“**Tableau**”) provides technical support services (“**Support and Maintenance Services**”) for its proprietary Desktop and Server software product(s) (“**Software**”) to its customers (each, a “**Customer**”).

Support and Maintenance Services are provided for the Software pursuant to the separate license agreement under which Customer has purchased Support and Maintenance Services (“**License Agreement**”) and are subject to the terms and conditions of that License Agreement and the terms of this Support Policy. Support and Maintenance Services are provided for the term specified herein, or for the period otherwise specified in the License Agreement.

Support and Maintenance Services are provided through Tableau’s online web-based support portal located at <http://support.tableau.com> (“**Support Portal**”) as indicated on Annex A to this Support Policy.

This Support Policy sets forth expectations for Support between the Customer organization and Tableau’s Customer Support organization, including:

- A. who is authorized to submit issues
- B. how to submit issues
- C. what types of issues are supported
- D. how and when Tableau resolves and closes reported issues

II. Definitions.

- A. **Contact**: means qualified individuals knowledgeable in the internal build systems, tools, policies, and practices in use by the Customer, and proficient users of the Software. Customers are expected to make every effort to ensure that the individuals that are designated as authorized contacts are qualified to support the Customer teams internally.
- B. **Documentation**: means any supporting product help and technical specifications documentation provided by Tableau with the Software to Customer.
- C. **Evaluation Versions**: means any Software provided on a no charge or evaluation basis.
- D. **Incident**: means each individual issue with the Software reported to Tableau.
- E. **Maintenance Releases**: means generally commercially released code corrections, patches, and updates of the Software as designated by a change in the number to the right of the second decimal in the version number. For example 8.3.1 is a Maintenance Release of 8.3.
- F. **Major Releases**: means generally commercially released major new releases, modifications or enhancements to the Software as designated by a change in the number to the left of the decimal in the version number. Major Releases are normally identified by the first number prior to the first decimal point. Major Releases do not include separate or different products marketed by Tableau under a different name even if such products are compatible with the Software.
- G. **Minor Releases**: are normally identified by the first number immediately following the first decimal point. For example, 7.1 is a Minor Release of 7.0.
- H. **Previous Version**: Upon a commercially available release of the Software (“**New Version**”), any previously released version(s) of the Software shall be deemed a Previous Version. Customer may replace the Previous Version (including all installed copies) with the New Version. Customer shall not use the New Version of the Software and the Previous Version of the Software at the same time in a Production Environment.
- I. **Production Environment**: is the Customer’s commercial instance of the Server Software as defined in the License Agreement.

III. Scope of Support and Maintenance Services.

- A. What Support and Maintenance Services Include: If Customer is current on its payment for its Support and Maintenance Services, Tableau shall provide Customer with Support and Maintenance Services consisting of the following: (a) web-based submissions of Incidents submitted by up to the number of designated Contacts as specified on Annex A of this Support Policy; (b) Major Releases, Minor Releases, and Maintenance Releases of the Software; (c) online Software training found on Tableau's website; (d) an online knowledge base of information and solutions that supplements the Documentation and provides up-to-date information on the Software; (e) a forum where Customer, partners, and other users of Tableau's software products can share information and ideas about how to use the software product; (f) access to an online secure site that contains license keys, existing cases, and latest product downloads; and (g) the provision of guidance and troubleshooting to Customer in connection with questions and issues arising from the following Customer activities with respect to the Software:
1. Installation and Downloads: Support for installation includes providing guidance and troubleshooting in connection with Customer's downloading and installing of the Software.
 2. Basic Configuration Issues: Support for configuration includes troubleshooting Customer's configuration settings for existing installations on Supported Platforms (as defined below) to ensure proper operation and connectivity.
 3. Usage Issues: Tableau qualified personnel will answer Customer's "how to" questions related to standard and intended Software usage.
 4. New Version Issue: Support for issues regarding replacing a Previous Version with a New Version of the Software.
 5. Efforts to Correct the Software: Tableau shall make commercially reasonable efforts to correct bugs or other errors in the Software. Customer acknowledges that Tableau is not required to correct every bug, error, or problem with the Software that it reports to Tableau or of which Tableau is otherwise made aware.
- B. What Support and Maintenance Services Exclude
1. The following are excluded from Tableau's Support and Maintenance Services obligations: (a) Software that is used on or in conjunction with hardware or software other than as specified in the applicable Documentation; (b) altered or modified Software, unless altered or modified by Tableau; (c) defects in the Software due to accident, hardware malfunction, abuse or improper use; (d) any version of the Software for which Support and Maintenance Services have been discontinued by Tableau; (e) Evaluation Versions of the Software or other Software provided at no charge; (f) training, customization, integration and any issues arising from non-standard usage of the Software; and (g) any on-site services or remote access services (unless Tableau requests remote access to assist Tableau in understanding an issue).
- C. Software Versions Covered.
1. Supported Versions: Tableau will provide Support and Maintenance Services only for the Software products specified in this Support Policy or as specified at the time of purchase. Tableau's Support and Maintenance Services obligations do not cover hardware, operating systems, networks, or third-party software. Customer understands that Tableau may need additional information as to its use of the Software in order to provide Support and Maintenance Services, and to enhance the Software.
 2. End of Life: Tableau will provide Support and Maintenance Services of a Major or Minor release for thirty (30) months after the product release. After such time, Tableau will provide limited support for an additional twelve (12) months consisting solely of clarifying Documentation and assistance in upgrading to the latest release. Tableau shall provide an up-to-date list of supported versions in the [Support Portal](#).
 3. Platforms Supported: Tableau supports use of the Software only on the platforms specified in the [Product technical specification](#) supplied by Tableau with the Software (the "Supported Platforms").

IV. Incident Submission and Resolution

Customer shall obtain Support and Maintenance Services by reporting Incidents to Tableau. Incidents shall be tracked from initial report through final resolution.

A. Submitting Incidents

1. Who May Submit Incidents.

Support and Maintenance Services are intended to provide assistance to Contacts for issues and questions beyond what is covered in Documentation and introductory material provided with the Software. Customer shall be entitled to designate the number of Contacts specified in Annex A of this Support Policy as authorized to submit Incidents. Customer may designate at least one authorized Contact at time of purchase, unless otherwise specified, who will be the person registering the license. That individual may submit change requests to the list of authorized support Contacts in writing through the channel(s) specified for the plan selected.

2. How to Submit Incidents.

Unless otherwise specified in a supplemental support plan purchased by Customer, Incidents are to be submitted to Tableau by a Contact through the [Support Portal](#).

3. How to Report an Incident.

In order to expedite the resolution of Incidents, Tableau expects that Customer will make every attempt possible to:

- a. Verify that the Incident is reproducible on the Supported Platforms for the Software (as applicable).
- b. Provide information necessary to help Tableau track, prioritize, reproduce, or investigate the Incident, such as: Customer name and organization.
- c. Provide a full description of the issue and expected results.
- d. Categorize issues (general question, defect, enhancement request, etc.).
- e. List steps to reproduce the issue and relevant data.
- f. Provide any applicable log files or console output (de-identified of sensitive data if appropriate).
- g. Provide exact wording of all issue-related error messages.
- h. Describe any special circumstances surrounding the discovery of the issue, e.g., first occurrence or occurrence after a specific event, Customer's business impact of problem, and suggested priority for resolution.
- i. Identify Incident number in any ongoing communications with Tableau on an existing Incident.

B. Support Response and Incident Resolution

1. Tableau Incident Response.

For each Incident reported by Customer in accordance with these procedures, Tableau shall:

- a. Confirm receipt of the reported Incident within the acknowledgement time specified in Annex A to this Support Policy.
- b. Set a Priority Level for the Incident in accordance with the terms below.
- c. Use commercially reasonable efforts to respond to the Incident within the time specified in Annex A to this Support Policy.
- d. Analyze the Incident and, as applicable, verify the existence of the problem(s) resulting in the Incident, which may include requesting that Customer provide additional information, logs, and re-execution of commands to help identify the root cause and dependencies of the reported issue.
- e. Give Customer direction and assistance in resolving the Incident.
- f. Keep a record of ongoing communications with Customer.
- g. Use commercially reasonable efforts to resolve the Incident in accordance with the target response times set forth in Annex A to this Support Policy.

- h. Upon request of Customer, discuss Priority Level and ongoing communication time frame. Tableau may modify the Incident settings.

2. Priority Levels.

Tableau will prioritize Incidents according to the following criteria:

- Priority 1 Support Cases (“P1”) are the highest priority and receive first attention. P1 Support Cases indicate a reported Incident where Tableau Desktop or the Production Environment of Tableau Server, as applicable, is either completely inoperable or inaccessible to all of Customer’s users.
- Priority 2 Support Cases (“P2”) indicate a reported Incident where the issue has severely impacted the performance of the Software’s intended use and is causing a material and adverse impact to the majority of Customer’s users; or, the Software is materially not operating within the documented functionality and it is impacting the majority of the Customer’s users.
- Priority 3 Support Cases (“P3”) indicate a reported Incident where the issue has an impact on the performance and/or functionality of the Software as documented that is impacting the minority of the Customer’s users.
- Priority 4 Support Cases (“P4”) indicates a reported Incident requesting assistance and may include questions of how to use the Software.
- Priority 5 Support Cases (“P5”) indicates a reported Incident where the Software is operating within the documented functionality and the Customer would like to record an idea for inclusion in future releases. Tableau will not provide feedback on such enhancement requests, and Priority 5 Support Cases are closed once the information has been recorded.

3. Resolution and Closure of Incidents.

Incidents shall be closed in the following manner:

For solvable issues, depending on the nature of the issue, the resolution may take the form of an explanation, recommendation, usage instructions, workaround instructions, or advising Customer of an available software fix.

In the event that custom or unsupported plug-ins or modules are used, Tableau may ask, in the course of attempting to resolve the issue, that the Customer remove any unsupported plug-ins or modules. If the problem disappears upon removal of an unsupported plug-in or module, then Tableau may consider the issue to be resolved. Supported plug-ins or modules are defined as those listed and defined as supported in the Tableau Documentation.

For issues outside of scope of Support and Maintenance Services, Tableau may also close issues by identifying the Incident as outside the scope of the Support and Maintenance Services or arising from a version, platform, or usage case which is excluded from this Support Policy.

Dropped Issues, Tableau may close a case if the Contact has not responded to two (2) attempts or more made by Tableau to collect additional information required to solve the case.

Customer may request Incidents be re-opened. At Tableau sole discretion, Incidents will be re-opened for further investigation if the Incident is deemed to be solvable.

Annex A to Technical Support Policy

SUPPORTED SOFTWARE	
Supported Software:	Tableau Desktop Tableau Server
POLICY TERMS	
Technical Support Service Effective Coverage Hours	Full Work Week in local time zone Monday through Friday
Emergency P1 Support	Available 4PM Sunday to 6PM Friday, Pacific Time
Business Hours (Americas)	6AM to 6PM, Pacific Time, Monday through Friday Limited support during Tableau events and holidays, as posted on the Tableau Support Portal
Business Hours (EMEA)	8AM to 5PM, Greenwich Mean Time, Monday through Friday Limited support during Tableau events and holidays, as posted on the Tableau Support Portal
Business Hours (APAC)	8AM to 5PM, Singapore Time, Monday through Friday Limited support during Tableau events and holidays, as posted on the Tableau Support Portal
Supported Channels	On Line: Support Portal
Supported Contacts	Licensed user of Tableau Desktop Three designated contacts for Tableau Server
Escalations	On Line: Support Portal Additional Escalation possible through Sales contact
TARGET RESPONSE TIMES DURING BUSINESS HOURS	
Acknowledgement Time	Four (4) hours for all Incidents via an Email from Tableau
Response Time	P1 – 8 hours P2 – 48 hours P3, P4, and P5 – 72 hours
Target Update Frequency	P1 – Daily P2 – P3 Weekly P4 – BI Weekly P5 – NA
SUPPORT SERVICE TERM	
Term	Support and Maintenance Services will commence on the date of electronic delivery of the Software and will continue for the initial support term stated on the invoice and agreed to between the parties. Thereafter, upon Tableau’s receipt of applicable payment from Customer, Support and Maintenance Services shall be renewed for the renewal period specified on an applicable invoice. All terms and conditions hereof shall remain in effect during the initial term. Any renewal support term shall be subject to the terms and conditions of the Technical Support Policy in effect at the time of the renewal.

Tableau Software, Inc.
Elite Support Program Policy

I. Overview

This Elite Support Program Policy (“**Elite Support Policy**”) describes the policies and procedures under which Tableau Software, Inc. (“**Tableau**”) provides Elite Technical Account Management Services (“**Elite Services**”) for its proprietary Server software product (“**Software**”) to its customers (each, a “**Customer**”). Elite Services are provided for the Software pursuant to the separate license agreement under which Customer has purchased the Elite Support Program (“**License Agreement**”) and are subject to the terms and conditions of that License Agreement, the terms of Tableau’s [Technical Support Policy](#) and the terms of this Elite Support Policy. Elite Services are provided for the term specified herein, or for the period otherwise specified in the License Agreement. Any undefined terms used herein shall have the same meaning as stated in Tableau’s [Technical Support Policy](#).

II. Eligibility

A Customer is eligible for the Elite Services provided that they have purchased the Elite Support Program and they are current on payment for Support and Maintenance Services. The Elite Services described herein shall apply only to a single Production Environment of the Software. Elite Services 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.

III. Elite Services

Along with the Support and Maintenance Services outlined in the [Technical Support Policy](#), the Elite Services offering includes the following additional offerings.

A. High Priority Incident Response and Emergency Response:

- 1) Incidents reported by a Customer covered under Elite Services are given precedence over other Incidents of the same priority reported by customers under the Support and Maintenance Services outlined in the [Technical Support Policy](#).
- 2) Tableau will make commercially reasonable efforts to call Customer on P1 and P2 Incidents during the Elite Service Effective Coverage Hours set forth in Annex A to this Elite Support Policy.
- 3) During weekends, only Named Customer Contacts (as defined in Section IV) may submit P1 Incidents via phone to voicemail box, except for “Offline” activation which must be submitted electronically via the [Support Portal](#) as specified in the offline license activation process outlined here: [Offline Activation](#).
- 4) The definition of P1 Support Cases 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. Assigned Account Management:

- 1) Named Customer Contacts have direct access to a named Technical Account Manager on weekdays during the Technical Account Manager’s standard business hours in their local time zone. The Technical Account Manager will make reasonable efforts to ensure that Incidents are prioritized, routed, and managed according to the Support and Maintenance Services and Elite Services offered herein.
- 2) For each twelve (12) month term of Elite Services, the Technical Account Manager shall conduct one guided review of one Production Environment to record configuration data of Software.
- 3) Technical Account Manager 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.

C. Proactive Technical Support:

- 1) Conduct meeting to onboard Customer and provide review of services provided.
- 2) Conduct a recurring call, not to exceed one call per week, to review and update currently open Incidents.

- 3) For each twelve (12) month term of Elite Services, 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.
 - 4) Conduct preparation and planning services relating to the upgrade of Software to Production or Non-Production Environments for the purpose of installing new Software licenses or critical Software versions. The Technical Account Manager will not assist with performing the upgrade.
 - 5) Conduct recurring reviews of the services performed, recommendations provided, and critical Incident status reported.
- D. Customer will be invoiced for cost of travel expenses for any request requiring onsite work.

IV. Named Customer Contacts

- A. “**Named Customer Contacts**” means the five (5) uniquely identified, named individuals who are designated by Customer and are Authorized Users of the Software pursuant to the License Agreement.
- B. Named Customer Contacts may be reassigned periodically over time, but may not be reassigned so frequently as to enable the sharing of access to more than five (5) Named Customer Contacts.
- C. Customer may designate and make changes to its Named Customer Contacts by submitting an e-mail request to the Technical Account Manager.
- D. Named Customer Contacts may report Incidents on behalf of other Authorized Users of the Software within Customer’s organization, provided that the Named Customer Contact continuously acts as the intermediary between Tableau and such Authorized Users, collaborating with Tableau to resolve the reported Incident and maintaining communication with all parties until the Incident is resolved.

V. Limited Access to Tableau Online

As part of Customer’s Elite Services, Tableau may provide Customer access to visualizations created by Tableau using Customer’s data relating to the Elite Services (“**Elite Data**”), through Tableau Online, described more fully on www.tableau.com, (“**Online Service**”). Use of the Online Service is subject to the additional terms and conditions set forth in this Section V (the “**Elite Online Agreement**”). For the avoidance of doubt, any use of Tableau Online other than as set forth in this Section V is subject to the [Tableau Online Subscription Agreement](#).

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

1.2. Permitted Users. Use of Tableau Online to access the Online Elite Service is permitted only by the uniquely identified named users specified by Tableau (“**Permitted Users**”). The Permitted Users will receive user IDs and passwords to access Tableau Online. These credentials are granted to individual, named persons and may not be shared. Customer will ensure that all Permitted Users keep these credentials strictly confidential. Customer is responsible for any and all actions taken by Permitted Users or by anyone using Customer’s accounts and passwords.

1.3. License to Tableau.

1.3.1. Elite Data. Subject to the terms of this Elite Online 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 Elite Data solely to the extent necessary to provide the Online Service through Tableau Online.

1.3.2. Aggregated Anonymous Data. In addition to the license rights in Section 1.3.1, Tableau may aggregate Customer’s metadata and usage data so that the results are non-personally identifiable with respect to Customer (“**Aggregated Anonymous Data**”). The Aggregated Anonymous Data will be deemed Tableau Technology, and Customer acknowledges that Tableau may use the Aggregated Anonymous Data (i) for its own internal, statistical analysis, (ii) to develop and improve Tableau Online and (iii) to create and distribute reports and other materials regarding use of Tableau Online. For clarity, nothing in this Section 1.3.2 gives Tableau the right to publicly identify Customer as the source of any Aggregated Anonymous Data without Customer’s prior written consent.

1.4. 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 Online, Tableau Technology, performance information relating to Tableau Online, and the terms and conditions of this Elite Online Agreement shall be deemed Confidential Information of Tableau. Elite 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.

1.5. Term and Termination.

1.5.1. Term. The Elite Online Agreement is effective as of the date Customer's Elite Service commences and expires on the date of expiration or termination of Customer's Elite Service ("**Online Elite Service Term**").

1.5.2. Termination. Notwithstanding anything to the contrary, either party may terminate the Elite Online 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 Elite Online Agreement will be without prejudice to any other remedies it may have under this Elite Online Agreement, by law, or otherwise.

1.5.3. Effects of Termination. Upon deactivation, termination or expiration of this Elite Online Agreement, Customer shall immediately cease any and all use of the Online Service and delete any Tableau passwords or access codes and any other Tableau Confidential Information related to the Online Service in its possession. Customer acknowledges that following termination, deactivation or expiration, Customer shall have no further access to any visualizations created using Elite Data and that Tableau may delete any such data at any time. Sections 1.4, 1.6 and 1.7 will survive termination or expiration of this Elite Online Agreement.

1.6. DISCLAIMER OF WARRANTIES. NOTWITHSTANDING ANY OTHER WARRANTIES IN THE ELITE ONLINE AGREEMENT OR THE LICENSE AGREEMENT, THE ONLINE 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 NON-INFRINGEMENT. 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.

1.7. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER LIMITATIONS OF LIABILITY SET FORTH IN THE LICENSE AGREEMENT, FOR PURPOSES OF THE ONLINE 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 ONLINE 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 ELITE ONLINE AGREEMENT OR THE LICENSE AGREEMENT, TABLEAU AND ITS LICENSORS' ENTIRE LIABILITY TO YOU RELATED TO THE ONLINE SERVICE SHALL NOT EXCEED \$100.

Annex A to Elite Support Program Policy

POLICY SOFTWARE	
Supported Software:	Tableau Server
POLICY TERMS	
Elite Service Effective Coverage Hours	Available 24/5 Limited support during Tableau events and holidays, as posted on the Tableau Support Portal
Technical Account Manager Coverage Hours	Monday through Friday during Technical Account Manager's standard business hours in their local time zone. *For Named Customer Contacts only
Weekend Emergency P1 Support	Number to be provided for on-call weekend support (6PM Friday PST – 4PM Sunday PST) *For Named Customer Contacts only
Escalations	On Line: Support Portal Additional Escalation possible through Sales contact
TARGET RESPONSE TIMES DURING BUSINESS HOURS	
Target Acknowledgement Time	Two (2) hours for all Incidents via an Email from Tableau
Target Response Time	P1 – 4 hours P2 – 6 hours P3, P4, and P5 – 1 Business day
Target Update Frequency	P1 – Every 4 hours P2 – Daily P3-4 – Weekly P5 – Quarterly
ELITE SERVICE TERM	
Term	Elite Services will commence on the date identified on the invoice for Elite Support Program and will continue for the initial support term stated on the invoice and agreed to between the parties. Thereafter, upon Tableau's receipt of applicable payment from Customer, Elite Services shall be renewed for the renewal period specified on an applicable invoice. All terms and conditions herein shall remain in effect during the initial term. Any subsequent renewal support term shall be subject to the terms and conditions of the Elite Support Program Policy in effect at the time of renewal.