

# **Tableau Partner Network**

## **Program Guide**

**Version Date: August 24, 2021**

This Tableau Partner Network Program Guide includes the specific Program Guides for the Reseller Track, Services Track, and Technology Track. Partner must be enrolled in the relevant Program Track for that Program Track's Program Guide terms to apply. The Reseller Track Program Guide is listed first, followed by the Services Track Program Guide, Technology Track Program Guide and Schedule 1 Tableau "Partner Assist" Program.

## **Reseller Track Program Guide**

**Version Date: August 24, 2021**

This Reseller Track Program Guide is current as of the Version Date set forth above and will remain in effect until it is replaced by a version with a later Version Date. Tableau will provide Partner with thirty (30) days' notice of any updates to the Reseller Track Benefits or Requirements, which are deemed by Tableau, in its sole discretion, to materially increase the Reseller Track Requirements or materially degrade the Reseller Track Benefits. Tableau may otherwise update this Program Guide, including the Reseller Track Benefits or Requirements, in its sole discretion, with or without notice. The Program Guide is part of the Agreement as defined in the Tableau Partner Network Master Terms ("Partner Master Terms"), which a Reseller must accept in order to participate in the Reseller Track. Capitalized terms not defined in this Program Guide have the meanings otherwise set forth in the Agreement.

### **Reseller Track Overview**

The Reseller Track is designed for companies who provide customers with Tableau licensing, pricing, order management, credit and collections expertise. They have a business focus on the sales and support of Tableau licensed Products.

### **Reseller Track Requirements**

In order to participate in the Reseller Track, a Reseller must accept the terms of the Agreement (including the Partner Master Terms and Reseller Track Addendum) and pay the applicable Program Fee for each Country Cluster that the Reseller would like to do business in (as discussed below). Reseller must have a legal entity operating within one of the countries in the Country Cluster in order to be accepted into the Reseller Track for that Country Cluster. Upon acceptance by Tableau into the Reseller Track, the Reseller will be assigned a Program Level as discussed below.

Qualification requirements for each Country Cluster and Program Level are discussed on the Reseller Track Benefits and Requirements Page and available by logging into the Tableau Partner Network.

### **Reseller Track Benefits**

The benefits to which a Reseller is entitled based on the assigned Program Level (as discussed below) are set out on the Reseller Track Benefits and Requirements Page and available by logging into the Tableau Partner Network.

Resellers were notified of their FY22 Discounts (outlined on the Reseller Track Benefits and Requirements Page, and available by logging into the Tableau Partner Network) in mid-May 2021. Reseller's FY22 Discounts are reflected on Reseller's Price List and took effect in mid-June 2021 except for Discounts on renewal opportunities.

Reseller's FY22 Discounts for renewal opportunities are applied to renewals with a customer contract end date of August 1, 2021 or later. These Discounts will only apply to customer renewal opportunities due to renew on August 1, 2021 and beyond.

### **Program Level**

Tableau Partner Network Program Guide (August 2021)

When a Reseller is admitted to the Reseller Track, it will be assigned to the “Member” Program Level, unless otherwise specified on the Partner Portal.

For Resellers admitted into the Reseller Track on or before January 31, 2022, Reseller’s performance will be measured during the period from February 1, 2021 to January 31, 2022 (“Qualification Period”). Resellers may be reassigned to a different Program Level based on performance during the Qualification Period as measured against the qualifications described on the Reseller Track Benefits and Requirements Page. Evaluations will be conducted during the first month following the end of the Qualification Period. Tableau will notify each Reseller of any resulting reassignment during the Notification Period, as set forth below.

A Reseller who is reassigned to a higher Program Level will be provided with the higher Program Level benefits 30 days after notice is provided and benefits will be retroactive to the start of the Evaluation Period. A Reseller who is reassigned to a lower Program Level will retain their existing Program Level for thirty (30) days following notification. Reseller activities performed during the Evaluation Period and Notification Period will be included in the next qualification period. Notices will be provided as set forth in Section 15.5 (Notices and Reports) of the Partner Master Terms.

<b>End of Qualification Period</b>	<b>Evaluation Period</b>	<b>Notification Period</b>
January 31, 2022	February 2022	February– March 2022

Resellers who do not remain in compliance with the qualifications of the Reseller Track or applicable Program Level may be removed from the Reseller Track without any refund of fees.

For Resellers joining the Tableau Partner Network Reseller Track after January 31, 2022, Reseller’s performance will only be measured at the next evaluation period.

**Program Fees**

The Program Fees which a Reseller is obligated to pay based on Program Level are set out in the Reseller Track Benefits and Requirements Page and available by logging into the Tableau Partner Network. Program Fees will be collected upon enrollment and annually thereafter based on the Reseller Track Addendum Effective Date.

Tableau will invoice Reseller for the Program Fee in advance of each anniversary of the Reseller Track Addendum Effective Date. Within thirty (30) days of the date of Tableau’s invoice, the Reseller will pay the Program Fee or provide written notice to Tableau to terminate the Reseller Track Addendum and membership in the Reseller Track in accordance with Section 8.1 (Term and Termination) of the Partner Master Terms.

If Reseller is reassigned to a higher Program Level during the Evaluation Period, Reseller will not be responsible for the additional Program Fees associated with such higher Program Level until the next anniversary of the Reseller Track Addendum Effective Date. A Partner who is reassigned to a lower Program Level during the Evaluation Period will not be refunded for the previously paid Program Fee

associated with the higher Program Level. The Program Fee associated with the lower Program Level will be due upon the next anniversary of the Reseller Track Addendum Effective Date.

### Territory or Country Cluster

Each Reseller works in a Country Cluster, as specified on the Partner Portal. A Reseller must qualify separately for each Country Cluster within a Country Group as listed in the table below. In order to participate in a Country Cluster, the Reseller must have a legal entity operating in one of the countries within that Country Cluster. Area of focus either by Country or vertical market within the Country Cluster is determined as part of the Joint Business Plan for Premier and Select Resellers. For the APAC region where Reseller operates in country clusters covering multiple countries and wishing to operate outside of the signed business entity country, then an agreed-upon joint business plan will be required.

Country Clusters exclude the US Public Sector as stated in Section 2.1 (Reseller Appointment) of the Reseller Track Addendum. “US Public Sector” means an agency, department or other entity of the United States Government or of any state or local government within the United States. If a Country Cluster contains a country within the European Economic Area (EEA), Reseller is authorized to market and distribute Products to End Users based in any member state of the EEA.

Country Group A	Country Group B	Country Group C
<b>Americas</b> <ul style="list-style-type: none"> <li>United States</li> </ul>	<b>Americas</b> <ul style="list-style-type: none"> <li>Canada</li> <li>Brazil</li> </ul>	<b>Americas</b> <ul style="list-style-type: none"> <li>Mexico</li> <li>Rest of Latin America</li> </ul>
<b>EMEA</b> <ul style="list-style-type: none"> <li>UK &amp; Ireland</li> <li>DACH</li> </ul>	<b>EMEA</b> <ul style="list-style-type: none"> <li>France</li> <li>Benelux</li> <li>Nordics</li> <li>Israel</li> </ul>	<b>EMEA</b> <ul style="list-style-type: none"> <li>Africa &amp; Middle East</li> <li>Southern Europe</li> <li>Central &amp; Eastern Europe</li> <li>Commonwealth of Independent States</li> <li>Mediterranean (excluding Israel)</li> </ul>
<b>APAC</b> <ul style="list-style-type: none"> <li>Australia &amp; New Zealand</li> <li>Japan</li> </ul>	<b>APAC</b> <ul style="list-style-type: none"> <li>South Korea</li> <li>Singapore</li> </ul>	<b>APAC</b> <ul style="list-style-type: none"> <li>Greater China (China, HK, Macao &amp; Taiwan)</li> <li>India</li> <li>Southeast Asia (excluding Singapore)</li> </ul>

### Evaluation Versions

At Tableau’s sole discretion, and pursuant to the terms and conditions of the Agreement, Tableau will supply Reseller with Evaluation Versions of the Software to provide to End Users. Reseller will submit their request to Tableau either directly or through their assigned Partner Development Manager (“PDM”). The term of any Evaluation Version license will be for fourteen (14) days or as determined by the PDM.

## **Support & Maintenance Obligations**

Tableau Support & Maintenance: Reseller may resell Tableau Support & Maintenance products to be provided directly by Tableau to the End User at fees set forth in the Price List. Tableau Support & Maintenance shall be provided in accordance with Tableau's then-current Tableau [Standard Support Policy](#) (as may be updated or relocated by Tableau from time to time).

Reseller's Support Service: Reseller may offer its own support services ("Reseller Support Services") to End Users. Reseller must inform End Users that such Reseller Support Services are provided by Reseller, not Tableau, and that these support services are independent of and not subject to Tableau's Technical Support Policy. In the event that Reseller is providing Reseller Support Services to an End User who has purchased Tableau Support & Maintenance, Tableau will make reasonable efforts to provide, directly to Reseller, technical help desk (guidance and troubleshooting assistance) in support of Reseller's fulfillment of Reseller Support Services to such End User. Nothing herein shall be deemed to restrict or limit Tableau's right to provide formal or informal technical support or other assistance directly to any End User, including without limitation, End Users who have purchased Reseller Support Services.

At all times, at its own discretion, Tableau may contact End Users and sell Tableau Support & Maintenance (including renewals of such Product) directly to End Users. Under such circumstances, Reseller acknowledges that it has no right to receive fees for Tableau Support & Maintenance. As an example, when Reseller is unable to confirm the End User's intent to renew Tableau Support & Maintenance for forty five (45) days prior to expiration, Tableau reserves the right to contact the End User and renew Tableau Support & Maintenance Products directly or via other resellers.

After the termination of the Agreement or Reseller Track Addendum, Reseller must cease offering any sales or renewals of Tableau Support & Maintenance.

## **Services Track Program Guide**

**Version Date: August 24, 2021**

This Services Track Program Guide is current as of the Version Date set forth above and will remain in effect until it is replaced by a version with a later Version Date. Tableau will provide Partner with thirty (30) days' notice of any updates to the Services Track Benefits or Requirements, which are deemed by Tableau, in its sole discretion, to materially increase the Services Track Requirements or materially degrade the Services Track Benefits. Tableau may otherwise update this Program Guide, including the Services Track Benefits or Requirements, in its sole discretion, with or without notice. The Program Guide is part of the Agreement as defined in the Tableau Partner Network Master Terms ("Partner Master Terms"), which a Services Partner must accept in order to participate in the Services Track. Capitalized terms not defined in this Program Guide have the meanings otherwise set forth in the Agreement.

### **Services Track Overview**

The Services Track is designed for professional services organizations that deliver business services such as implementation, custom development and training, while leveraging Tableau with and for End Users. Services Partners can provide advisory, analytics, customer solution development, and other services for our joint customers. They can also provide vertical solutions focused on specific industries, horizontal business processes, or custom applications.

### **Services Track Requirements**

In order to participate in the Services Track, the Services Partner must accept the terms of the Agreement (including the Partner Master Terms and Tableau Services Track Addendum) and pay the applicable Program Fee for each Country Cluster that the Services Partner would like to do business in (as discussed below). Services Partner must have a legal entity operating within one of the countries in the Country Cluster in order to be accepted into the Services Track for that Country Cluster. Upon acceptance by Tableau into the Services track, the Services Partner will be assigned a Program Level as discussed below.

Qualification requirements for each Country Cluster and Program Level are discussed in the Services Track Benefits and Requirements page and available by logging into the Tableau Partner Network.

### **Services Track Benefits**

The benefits to which a Services Partner is entitled are based on the assigned Program Level as discussed in the Services Track Benefits and Requirements page and available by logging into the Tableau Partner Network.

### **Program Level**

When a Services Partner is admitted into the Services Track, it will be assigned to the "Member" Program Level, as applicable unless otherwise specified on the Partner Portal. . For Services Partners admitted into the Services Track on or before January 31, 2022, the Services Partner's performance will be measured during the period from February 1, 2021 to January 31, 2022 ("Qualification Period"). Services Partners may be reassigned to a different Program Level based on performance during the Qualification Period as measured against the qualifications described on the Services Track Benefits and Requirements

Page. Evaluations will be conducted during the first month following the end of the Qualification Period. Tableau will notify each Services Partner of any resulting reassignment during the Notification Period, as set forth below.

A Services Partner who is reassigned to a higher Program Level will be provided with the higher Program Level benefits 30 days after notice is provided and benefits will be retroactive to the start of the Evaluation Period. A Services Partner who is reassigned to a lower Program Level will retain their existing Program Level for thirty (30) days following notification. Services Partner activities performed during the Evaluation Period and Notification Period will be included in the next evaluation period. Notices will be provided as set forth in Section 15.5 (Notices and Reports) of the Partner Master Terms.

<b>End of Qualification Period</b>	<b>Evaluation Period</b>	<b>Notification Period</b>
January 31, 2022	February 2022	February – March 2022

Services Partners who do not remain in compliance with the qualifications of the Services Track or applicable Program Level may be removed from the Services Track without any refund of fees.

For Services Partners joining the Tableau Partner Network Services Track after January 31, 2022 Services Partner’s performance will only be measured at the next evaluation period.

### **Program Fees**

The Program Fees which a Services Partner is obligated to pay based on Program Level are set out in the Services Track Benefits and Requirements Page and available by logging into the Tableau Partner Network. Program Fees will be collected upon enrollment and annually thereafter based on the Services Track Addendum Effective Date.

Tableau will invoice Services Partner for the Program Fee in advance of each anniversary of the Services Partner Track Addendum Effective Date. Within thirty (30) days of the date of Tableau’s invoice, the Services Partner will pay the Program Fee or provide written notice to Tableau to terminate the Services Track Addendum and membership in the Services Track in accordance with Section 8.1 (Term and Termination) of the Partner Master Terms.

If a Services Partner is reassigned to a higher Program Level during the Evaluation Period, the Services Partner will not be responsible for the additional Program Fees associated with such higher Program Level until the next anniversary of the Services Track Addendum Effective Date. A Services Partner who is reassigned to a lower Program Level during the Evaluation Period will not be refunded for the previously paid Program Fee associated with the higher Program Level. The Program Fee associated with the lower Program Level will be due upon the next anniversary of the Services Track Addendum Effective Date.

### **Territory or Country Cluster**

Each Services Partner works in a Country Cluster, as specified on the Partner Portal. A Services Partner must qualify separately for each Country Cluster within a Country Group as listed in the table below. In order to participate in a Country Cluster the Services Partner must have a legal entity operating in one of the countries within that Country Cluster. Area of focus either by Country or vertical market within the Country Cluster is determined as part of the Joint Business Plan for Gold/Premier and Silver/Select Services Partners. For the APAC region where Services Partner operates in country clusters covering multiple countries and wishing to operate outside of the signed business entity country, then an agreed-upon joint business plan will be required.

Country Group A	Country Group B	Country Group C
<b>Americas</b> <ul style="list-style-type: none"> <li>• United States</li> </ul>	<b>Americas</b> <ul style="list-style-type: none"> <li>• Canada</li> <li>• Brazil</li> </ul>	<b>Americas</b> <ul style="list-style-type: none"> <li>• Mexico</li> <li>• Rest of Latin America</li> </ul>
<b>EMEA</b> <ul style="list-style-type: none"> <li>• UK &amp; Ireland</li> <li>• DACH</li> </ul>	<b>EMEA</b> <ul style="list-style-type: none"> <li>• France</li> <li>• Benelux</li> <li>• Nordics</li> <li>• Israel</li> </ul>	<b>EMEA</b> <ul style="list-style-type: none"> <li>• Africa &amp; Middle East</li> <li>• Southern Europe</li> <li>• Central &amp; Eastern Europe</li> <li>• Commonwealth of Independent States</li> <li>• Mediterranean (excluding Israel)</li> </ul>
<b>APAC</b> <ul style="list-style-type: none"> <li>• Australia &amp; New Zealand</li> <li>• Japan</li> </ul>	<b>APAC</b> <ul style="list-style-type: none"> <li>• South Korea</li> <li>• Singapore</li> </ul>	<b>APAC</b> <ul style="list-style-type: none"> <li>• Greater China (China, HK, Macao &amp; Taiwan)</li> <li>• India</li> <li>• Southeast Asia (excluding Singapore)</li> </ul>



## **Technology Track Program Guide**

**Version Date: August 24, 2021**

This Technology Track Program Guide is current as of the Version Date set forth above and will remain in effect until it is replaced by a version with a later Version Date. Tableau will provide Partner with thirty (30) days' notice of any updates to the Technology Track Benefits or Requirements, which are deemed by Tableau, in its sole discretion, to materially increase the Technology Track Requirements or materially degrade the Technology Track Benefits. Tableau may otherwise update this Program Guide in its sole discretion, with or without notice. The Program Guide is part of the Agreement as defined in the Tableau Partner Network Master Terms ("Partner Master Terms") which a Technology Partner must accept in order to participate in the Technology Track. Capitalized terms not defined in this Program Guide have the meanings otherwise set forth in the Agreement.

### **Technology Track Overview**

The Technology Track is for organizations that build repeatable IP that compliments, extends, or improves the use of Tableau's Products for our joint customers.

### **Technology Track Requirements**

In order to participate in the Technology Track, a Technology Partner must accept the terms of the Agreement (including the Partner Master Terms and Tableau Technology Track Addendum) and pay the applicable Program Fee. Upon entrance to the Technology Track the Technology Partner will be assigned a Program Level as discussed below.

Qualification requirements for each Program Level are discussed on the Technology Track Benefits and Requirements Page and available by logging into the Tableau Partner Network.

### **Technology Track Benefits**

The benefits to which a Technology Partner is entitled based on Program Level (as discussed below) are set out on the Technology Track Benefits and Requirements Page and available by logging into the Tableau Partner Network.

### **Program Levels**

When a Technology Partner is admitted to the Technology Track, it will be assigned to the or "Member" Program Level, as applicable, unless otherwise specified on the Partner Portal.

For Technology Partners admitted into the Technology Track on or before January 31, 2022, the Technology Partner's performance will be measured during the period from February 1, 2021 to January 31, 2022 ("Qualification Period"). Technology Partners may be reassigned to a different Program Level based on performance during the Qualification Period as measured against the qualifications described on the Technology Track Benefits and Requirements Page. Evaluations will be conducted during the first month following the end of the Qualification Period. Tableau will notify each Technology Partner of any resulting reassignment during the Notification Period, as set forth below.

A Technology Partner who is reassigned to a higher Program Level will be provided with the higher Program Level benefits 30 days after notice is provided and benefits will be retroactive to the start of the Evaluation Period. Technology Partner who is reassigned to a lower Program Level will retain their existing Program Level for thirty (30) days following notification. Technology Partner activities performed during the Evaluation Period and Notification Period will be included in the next evaluation period. Notices will be provided as set forth in Section 15.5 (Notices and Reports) of the Partner Master Terms.

<b>End of Qualification Period</b>	<b>Evaluation Period</b>	<b>Notification Period</b>
January 31, 2022	February 2022	February – March 2022

Technology Partners who do not remain in compliance with the qualifications of the Technology Track or applicable Program Level may be removed from the Technology Track without any refund of fees.

For Technology Partners joining the Tableau Partner Network Technology Track after January 31, 2022 Technology Partner’s performance will only be measured at the next evaluation period.

**Program Fees**

The Program Fees which a Technology Partner is obligated to pay based on Program Level are set out in the Technology Track Benefits and Requirements Page and available by logging into the Tableau Partner Network. Program Fees will be collected upon enrollment and annually thereafter based on the Technology Partner Track Addendum Effective Date.

Tableau will invoice Technology Partner for the Program Fee in advance of each anniversary of the Technology Track Addendum Effective Date. Within thirty (30) days of the date of Tableau’s invoice, Technology Partner will pay the Program Fee or provide written notice to Tableau to terminate the Technology Track Addendum and membership in the Technology Track in accordance with Section 8.1 (Term and Termination) of the Partner Master Terms.

If a Technology Partner is reassigned to a higher Program Level during the Evaluation Period, the partner will not be responsible for the additional Program Fees associated with such higher Program Level until the next anniversary of the Technology Track Addendum Effective Date. A Technology Partner who is reassigned to a lower Program Level during the Evaluation Period will not be refunded for the previously paid Program Fee associated with the higher Program Level. The Program Fee associated with the lower Program Level will be due upon the next anniversary of the Track Addendum Effective Date.

**Territory**

When a Technology Partner is admitted to the Technology Track, the geographic Territory in which the Technology Partner may offer a Solution is global unless otherwise specified on the Partner Portal.

## **Partner Program Guide - Schedule 1**

### **Tableau “Partner Assist” Program**

To participate in Tableau’s Partner Assist Program (“Assist Program”), Partner must have executed a Tableau Partner Network “Partner Assist” Program Addendum (“Assist Addendum”). This Schedule 1 (“Schedule”) further defines the business process and terms outlined in the Assist Addendum for the Assist Program and is incorporated in the Agreement by reference. All capitalized undefined terms in this Schedule have the meanings set forth in the Agreement.

#### **1. Eligible Partners**

Partners in the Reseller Track and Services Track are eligible to participate in the Assist Program.

#### **2. Qualification of Commissionable Prospects**

Tableau’s Assist Program rewards Partner for engaging in co-selling activities to Commissionable Prospects. For a prospect to qualify as a Commissionable Prospect, the following must occur:

1. Either:
  - (a) Partner notifies Tableau of a prospect or their support of a prospect;
  - (b) Tableau’s direct seller identifies a prospect and requests the Partner’s involvement in co-selling activities related to the prospect;
2. Tableau’s Partner Development Manager (PDM) or PDM Management assigned to the Partner tags the opportunity in Tableau’s CRM system as an Assist Opportunity; and
3. Tableau approves the Assist Opportunity.

A prospect is not a Commissionable Prospect if the requirements in Section 3 below are not met or if the Partner notifies Tableau that Partner does not want to be recognized on a particular Assist Opportunity. In either case, Tableau may decline to approve the Assist Opportunity. Partner should work with Partner’s PDM or e-mail [partners@tableau.com](mailto:partners@tableau.com) if there are questions regarding the qualification of a Commissionable Prospect or the approval status of an Assist Opportunity.

#### **3. Approval of Assist Opportunity**

In order to approve an Assist Opportunity, Tableau must determine in its sole discretion that Partner meets at least two of the following criteria by closing of the sales transaction covered by the Assist Opportunity. The Partner:

1. drives joint executive level engagement and sponsorship throughout the sales cycle;
2. first registers the opportunity using Tableau’s most current deal registration process (as compared to other partners and Tableau);
3. provides consistent engagement in multiple stages of the sales cycle;
4. actively recommends Tableau to the Commissionable Prospect in their proposal;
5. designs the winning proof-of-concept or solution the Commissionable Prospect buys, and/or

6. provides significant deployment and/or technical expertise resulting in the Commissionable Prospect's selection of Tableau.

#### **4. Assist Commission**

The amount of the "Assist Commission" described in Section 5 (Assist Commissions) of the Assist Addendum is 7% of Eligible Billings.

#### **5. Assist Commissions Opt-Out**

In order to decline to receive Assist Commissions entirely, the Partner will need to sign and return to Tableau the Tableau Partner Assist Program Waiver of Assist Commissions. In order to request the waiver Partner must:

1. Submit request for the Tableau Partner Assist Program Waiver of Assist Commissions to your PDM. If you do not have a PDM, submit your request through Partner Portal - TPN Support
2. Request will then be reviewed and approved by Tableau
3. If approved the Tableau Partner Assist Program Waiver of Assist Commissions will be issued to the Partner
4. Partner will need to sign and return the waiver to your Partner Development Manager or you can send it to [partners@tableau.com](mailto:partners@tableau.com)

Submission of the waiver will result in the partner waiving their right to receive Assist Commissions on all opportunities.

If the Partner typically receives Assist Commissions, but cannot receive Assist Commissions on a specific deal (e.g. due to government customer or other reason), the Partner must notify Tableau in writing via the following process:

1. Submit request to waive Assist Commissions on a specific deal to your PDM. If you do not have a PDM, submit your request through the Partner Portal - TPN Support
2. Request will then be reviewed and approved by Tableau
3. Your PDM or the [Tableau Partner Network Team](#) (if you do not have a PDM) will inform you of your approval status.

In either of the foregoing scenarios, Tableau will track the Annual Contract Value (ACV) pertaining to the associated sales transactions in accordance with the Partner's ACV requirements and definition set forth in the applicable Program Track benefits and requirements.

#### **6. Eligible Billings**

As used in Section 5 (Assist Commissions) of the Assist Addendum, "**Eligible Billings**" means:

1. License fees for the Commissionable Prospect's initial purchase of term Software licenses actually paid by the Commissionable Prospect to Tableau (including license fees actually paid by the Commissionable Prospect to Tableau during the initial license term of multi-year term Software licenses);
2. License fees for add-on Software licenses actually paid by the Commissionable Prospect to Tableau.

If a Commissionable Prospect has existing licenses to Tableau products or related maintenance which are terminated or recontracted as a result of the Assist Opportunity (“Pre-Existing Licenses”), Eligible Billings exclude any amount of license fees which are deemed by Tableau, in its sole discretion, to be replacement license fees that are otherwise assumed to be renewed and/or paid by the Commissionable Prospect to Tableau if the Pre-Existing Licenses had not been terminated.

Eligible Billings further exclude: any fees for term Software license renewals, maintenance beyond first year or maintenance renewals for perpetual Software licenses, training, professional services, other support services, Tableau customer conference registrations, or any other service, and any amounts reserved, allocated, or withheld for taxes.

## **7. Eligible Software**

The “**Software**” eligible for Assist Program activities means Tableau’s standard software products unless otherwise excluded in the definition of Eligible Billings above.