

Tableau Subscription Agreement

This **Agreement** is dated

Between:

- (1) **Dotted Eyes Solutions Limited trading as Field Dynamics**, a company registered in England, with company number 9506624, whose registered office is at 1 - 3 College Yard, Worcester, Worcestershire, WR1 2LB (“**Field Dynamics**”, “**we**”, “**us**” or “**our**”); and
- (2) [**Customer name**] a company registered in [*insert country of incorporation*] with company number [*insert company number*] whose registered office is at [*insert country of incorporation*], (the “**Customer**,” “**you**,” or “**your**”).

These pages together with the Dotted Eyes Solutions (Field Dynamics) order form (**Order Form**) tell you the terms and conditions on which we have agreed to provide Tableau Software or Tableau Online (collectively, the “**Tableau Products**”) to you. Please read these terms and conditions carefully before ordering any Tableau Products. By ordering any Tableau Products you agree to be bound by these terms and conditions (**Terms & Conditions**).

By checking the acceptance box or accessing or using all or any portion of Tableau Online or installing or using all or any portion of Tableau Software, you are accepting all of the Terms and Conditions of this Agreement and those included in the appendices to this agreement as published on Field Dynamics website www.field-dynamics.co.uk/legal (as may be relocated by Field Dynamics from time to time). You agree that this Agreement is enforceable like any written agreement signed by you and legally binding between you and Field Dynamics or the applicable Field Dynamics affiliate (“Field Dynamics”). If you do not agree to all of these Terms and Conditions, do not access, use or install the Tableau Products. If you wish to purchase the Tableau Products as an employee, contractor, or agent of a corporation, partnership or similar entity, then you must be authorised to sign for and bind the entity in order to accept the terms of this agreement and you represent and warrant that you have the right and authority to do so.

Field Dynamics is an authorised Reseller of Tableau Products. The proprietary owner of all Tableau Products is Tableau Software, a Salesforce company.

The “Effective Date” of this Agreement is the date which is the earlier of (a) your initial access to the Tableau Products, (b) the date of the first Order Form referencing this Agreement, or (c) the date of this Agreement.

Field Dynamics will not be bound by any standard terms furnished by the Customer in any of its documents, unless the Customer specifically states in writing separately from such terms that it intends such terms to apply and Field Dynamics acknowledges such notification in writing.

AGREED TERMS

1 Interpretation

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions

Affiliate: of a Party means any Person which, during the Term, is a subsidiary or sister company, or representative of that Party in which the relevant party, directly or indirectly, owns more than 50% of the shares or is under common control

Agreement: means each Statement of Work or Order Form and any schedules, appendices and documents referenced in this Agreement

Applicable Law: means, where applicable to a Party and relevant to this Agreement, any and all (a) legislation, laws, statutes, decisions, rulings, codes, government policies, regulations, by-laws or licensing conditions (including Data Protection Laws); and (b) mandatory industry requirements and regulations, binding codes of practice, and decisions and directions of any relevant governmental or regulatory, co-regulatory or self-regulatory authority or agency of competent jurisdiction

Content: means information obtained by Field Dynamics and/or Tableau from publicly available sources or their third-party content providers and made available to the Customer through the Tableau Products or pursuant to an Order Form, as more fully described in the Documentation.

Contractor: means those independent third parties who perform services related to this Agreement for you, but solely to the extent they are acting on your behalf

Customer Data. “Customer Data” means any business information or other data which you input, or provide to Field Dynamics or Tableau for inputting, into Tableau Products

Customer Personal Data. means all Personal Data processed by Field Dynamics and its Affiliates on behalf of the Customer under or in connection with this Agreement

Data Protection Laws means any laws and regulations relating to privacy or the use or processing of data relating to natural persons, including: (a) EU Directives 95/46/EC and 2002/58/EC (as amended by 2009/139/EC) and any legislation implementing or made pursuant to such directives, including the Data Protection Act 1998 (the “DPA”) and the Privacy and Electronic Communication (EC Directive) Regulations 2003; and (b) EU Regulation 2016/679 (“GDPR”) and (c) any laws or regulations ratifying, implementing, adopting, supplementing or replacing GDPR. In this Agreement, unless the context otherwise requires, “Data Controller”, “Data Processor”, “Data Subject”, “Personal Data”, “process”, “processing”, “transfer” (in the context of Personal Data transfers) and “appropriate technical and organisational measures” shall have the meanings and otherwise be interpreted in accordance the GDPR.

Documentation: means any supporting product help and technical specifications documentation provided to you by Field Dynamics or Tableau or included in the documentation found at www.tableau.com/legal/documentation. Additional information related to Tableau Products may be found in the Documentation at <https://sfdc.co/ptd>.

Fee: means the fees for the Tableau Products set out in an Order Form.

Force Majeure: means any cause, preventing either Party from performing any or all of its obligations, which is beyond the reasonable control of the Party so prevented and which may include nationwide strikes, lock-outs or other industrial disputes, nuclear accident or acts of God, war or terrorist activity, riot, civil commotion, malicious damage, compliance with any new Applicable Law or change in Applicable Law, breakdown of plant or machinery, internet delays or failures or connectivity issues, fire, flood, storm or default of suppliers or sub-contractors (but only where such supplier or sub-contractor’s default is itself attributable to force majeure as set out here) and any other acts, events, omissions or accidents

Group Company: means in relation to a Party, a company that directly or indirectly controls, is controlled by, or is under common control with any subsidiary or holding company of that Party

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order Form: means any order form completed by you or our Statement of Works signed by you which references this Agreement. Each Order Form which references this Agreement shall be deemed a part of this Agreement.

Salesforce: means Salesforce UK Ltd, 26 Salesforce Tower, 110 Bishopsgate, London, it's Associated and Group Companies.

Statement of Works: means a document describing detail in the Tableau Products and any related services will be carried out including, but not limited to, the responsibilities of the Parties and the timelines.

Sub Processor: means a third party service provider, Group Company or Affiliate appointed by Field Dynamics or Tableau to process Customer and Personal Data.

Subscription Term: means the Subscription term specified on the applicable Order Form.

Tableau: Tableau Software, a Salesforce Company, the Proprietary Owner of Tableau Products.

Tableau Products: means Tableau Software or Tableau Online.

User(s): means, in the case of an individual accepting these terms on his or her own behalf, such individual, or, in the case of an individual accepting this Agreement on behalf of a company or other legal entity, an individual who is authorised by Customer to use the Tableau Products, for whom the Customer has purchased a subscription and to whom the Customer has supplied a user identification and password (for Services utilising authentication). Users may include, for example, employees, consultants, contractors and agents of Customer, and third parties with which Customer transacts business.

VAT: value added tax chargeable under English law for the time being and any similar additional tax.

Visualisation Access Data: means any business information or other data which the Customer inputs, or provides to Field Dynamics and/or Tableau for inputting, into the Tableau Products, but excludes registration and usage data and data generated by a Client Sublicensee unless such data is combined with Customer's data or is relevant to Customer's provision of services to such Client Sublicensee.

1.2 Headings shall not affect the interpretation of this agreement.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

- 1.4** The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.5** Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6** Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7** A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.8** A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9** A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.10** A reference to writing or written excludes fax and e-mail.
- 1.11** Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.12** References to clauses, Annexes and Appendices are to the clauses, annexes and appendices of this agreement.
- 1.13** Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2 Our Obligations

- 2.1** Field Dynamics shall use reasonable endeavours to provide the Tableau Products in accordance with the Order Form in all material respects.
- 2.2** You acknowledge and agree that Field Dynamics relies on its Group Companies, Affiliates and third party service providers, in order to provide its Services and Products to you, and that as such Field Dynamics may share and give them access to your Customer and Personal Data in order to supply the services and products to you under this Agreement. You further acknowledge and agree that such parties may be based in different jurisdictions and shall have access to Customer Data and Personal Data in those jurisdictions.

Full details can be found:

- On our website www.field-dynamics.co.uk/legal in our:
 - Information Security document
 - Privacy Policy

We reserve the right to change the above policies and documents and their location from time to time. It is therefore important to check our website regularly. Last updated dates will be clearly shown.

- In the appendices to the agreement including:
 - Data Protection
 - Data Processing Activities

We reserve the right to change this Agreement including any appendices contained within and their location from time to time. It is therefore important to check our website regularly. Last updated dates will be clearly shown.

- 2.3** Field Dynamics shall remain liable for the acts and omission of any third party engaged by it in the provision of the Services, and Field Dynamics dealings with Sub-Processors and transfers of Customer and Personal Data are governed by the Appendix D(1) Data Protection, the Appendix D(2) Data Processing Activities and our Information Security document and Privacy Policy which can be downloaded by going to www.field-dynamics.co.uk/legal.

3 Tableau Products

- 3.1** Tableau Products are the Proprietary Software of Tableau Software, a Salesforce company.
- 3.2** Field Dynamics is an authorised reseller of Tableau Products.
- 3.3** You acknowledge and agree that Field Dynamics relies on Tableau Software in order to provide its Tableau Products to you, and that as such Field Dynamics may share and give them access to your Customer and Personal Data in order to supply the services and products to you under this Agreement.
- 3.4** **Changes to Tableau Products:** Field Dynamics and Tableau, may from time to time, at their sole discretion, make any changes to the Tableau Products that they deem necessary or reasonable to:
- 3.4.1** Maintain or enhance the quality or delivery of the Software to its customers; or
- 3.4.2** To comply with Applicable Law
- 3.5** **Documentation.** Shall include the documentation found at www.tableau.com/legal/documentation. Additional information related to Tableau Products may be found in the Documentation at <https://sfdc.co/ptd>. All undefined names of Tableau Products have the meanings given to them in the Documentation.
- 3.6** **Users.** Each user-based license or subscription may only be granted by a Customer to one uniquely identified individual regardless of whether those individuals are actively using the Tableau Products at any given time. User-based licenses and subscriptions may be permanently reassigned between uniquely identified individuals over time, but may not be reassigned so frequently as to enable the sharing of a single license or subscription between multiple Users. For the avoidance of doubt, if a Customer purchased a license or subscription to a Tableau Product package, each such package may be used only by a single User, and may not be shared by multiple users.
- 3.7** **Client Sublicensees.** During the subscription term, Customers may permit third-parties (“Client Sublicensees”) to be Users of Tableau Server Software or Tableau Online, but only to the extent required for the Client Sublicensees to: (a) interact with visualisations generated by the Customer through its use of the Tableau Server Software or Tableau Online and based on Visualisation Access Data; or (b) create visualisations using Visualisation Access Data, provided that in each case the Visualisation Access Data excludes Client Sublicensee data unless such Client Sublicensee data is combined with Visualisation Access Data or is relevant to the Customer’s provision of services to that particular Client Sublicensee (“Visualisation Access”). In providing such access to Client Sublicensees, Customer may not act as a “Managed Service

Provider”, “Service Bureau” or other entity with a similar business model. Client Sublicensees may not publish their own data to the Customer’s Tableau Server Software or Tableau Online, use any data other than Visualisation Access Data with the Customer’s Tableau Server Software, or access the Tableau Software for any other purposes except as expressly permitted in this clause. For the avoidance of doubt, Client Sublicensees may not access any Creator Software package license for any purpose. Customer shall ensure that Client Sublicensees’ use of the Tableau Software is limited as described in this clause and shall designate appropriate access levels for Client Sublicensees within the Tableau Server Software. For purposes of providing Visualisation Access only, the Usage Restrictions clause of this Agreement prohibiting framing or mirroring any part of the Tableau Server Software shall not apply. Customer shall be solely responsible for its relationships with Client Sublicensees and for any of Customer’s own products or offerings used in connection with the Software. The Customer acknowledges that Field Dynamics and Tableau do not assume and should not be exposed to the business and operational risks associated with the Customer’s business or any aspects of providing Visualisation Access to the Client Sublicensees, and therefore the Customer shall be liable for all acts and omissions of the Client Sublicensees as if their acts or omissions were the Customer’s own.

- 3.8 Open Source Software.** Tableau Products may contain or be provided with components which are licensed from third parties including components subject to 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 Customer upon 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.
- 3.9 Usage Certification.** Upon Field Dynamics written request, no more than once annually, the Customer shall furnish Field Dynamics with a signed statement certifying that the Tableau Products are being used pursuant to the terms of this Agreement, including any access and user limitations, and provide a current list of Users for user-based licenses. If Field Dynamics reasonably believes Customer has violated this Agreement, Field Dynamics may review Customer’s compliance with the Agreement, the Customer’s use of the Tableau Products, and Customer’s software monitoring systems and records, provided such review occurs no more than one annually, is during regular business hours, and Field Dynamics provides reasonable prior notice. If the review reveals the Customer’s actual number of Users or Cores exceeds the number of Users or Cores permitted, the Customer will promptly remedy such excess usage by purchasing additional licenses or subscriptions.
- 3.10 Evaluation Versions.** If Field Dynamics has made available to the Customer free, trial or evaluation access to Tableau Products (“Evaluation Versions”), the Customer may use such access solely for the purpose of evaluating the Tableau Products to determine whether to purchase a license or subscription to Tableau Products. Customer may not use Evaluation Versions for any other purposes, including but not limited to competitive analysis, commercial, professional, product development, or for-profit purposes. The Customer may only use the Evaluation Versions for fourteen (14) days from the date the Customer activates and/or registers via the Software Authorisation or otherwise, unless otherwise specified in the Documentation or in a separate writing from Field Dynamics. Notwithstanding any other

provision of this Agreement, the Evaluation Versions are provided “AS IS” without warranty or support of any kind, express or implied. Field Dynamics may terminate the Customer’s access to the Evaluation Versions upon written notice at any time for any reason and without liability of any kind.

4 Tableau Software Only

- 4.1 Delivery.** In order to use Tableau Software, the Customer must activate its copy of the Software with the valid license key(s) or activation code(s) provided to Customer at the time of purchase and/or submit a uniquely identifiable user registration when prompted (each, a “Software Authorisation”). All Tableau Software and Documentation shall be delivered by electronic means unless otherwise specified on the applicable Order Form. Tableau Software shall be deemed delivered when it is made available for download by Customer. Even if Customer’s version of the Tableau Software allows use of multiple Software Authorisation options, Customer must not exceed the user restrictions and entitlements associated with Customer’s licenses.
- 4.2 Tableau Software License.** Subject to all of the terms and conditions of this Agreement during the relevant subscription term, Field Dynamics grants to the Customer a limited, worldwide, non-transferable, non-sublicensable (except as expressly provided herein), non-exclusive license to use the Software for which the Customer has been issued a Software Authorisation by Field Dynamics or Tableau for the Customer’s own internal business operations, but only in accordance with: (a) the Documentation; and (b) and all terms set forth in the Order Form and this Agreement, including without limitation restrictions related to type of license. The Customer’s license to Tableau Software will be subject to either User- Based or Core-Based restrictions, as identified in the Documentation and on the applicable Order Form, or if there is no Order Form, as otherwise designated by Field Dynamics. Unless otherwise set forth in the Documentation, the Customer may copy and install on the Customer’s computers for use only by the Customer’s Users one copy of the Tableau Software for each subscription designated in the applicable Order Form. Each user-based license may only be granted by the Customer to one uniquely identified individual regardless of whether those individuals are actively using the Tableau Software at any given time. User-based licenses may be permanently 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 users. For the avoidance of doubt, if the Customer purchased a license to a Tableau Software package, each such Software package may be used only by a single User, and may not be shared by multiple users.
- 4.3 Usage Restrictions.** The Customer will not (a) make any Service or Content available to anyone other than Customer or Users, or use any Service or Content for the benefit of anyone other than Customer or its Affiliates, unless expressly stated otherwise in an Order Form or the Documentation, (b) sell, resell, license, sublicense, distribute, rent or lease any Service or Content, or include any Service or Content in a service bureau or outsourcing offering, (c) use a Service to store or transmit infringing, libellous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorised access to any Service or Content or its related systems or networks, (g) permit direct or indirect access to or use of any Services or Content in a way that circumvents a contractual usage limit, or use any Services to access, copy or use any of Tableau or Field Dynamics intellectual property except as

permitted under this Agreement, an Order Form, or the Documentation, (h) modify, copy, or create derivative works of a Service or any part, feature, function or user interface thereof, (i) copy Content except as permitted herein or in an Order Form or the Documentation, (j) frame or mirror any part of any Service or Content, other than framing on the Customer's own intranets or otherwise for its own internal business purposes or as permitted in the Documentation, (k) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile a Service or Content or access it to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics of the Service, (3) copy any ideas, features, functions or graphics of the Service, or (4) determine whether the Services are within the scope of any patent.

In addition to the Usage Restrictions in this Agreement, and as a condition of the Customer's License, the Customer shall not (and shall not allow any third party) to: (a) utilise any equipment, device, software, or other means designed to circumvent or remove any Software Authorisation or copy protection used by Tableau or Field Dynamics in connection with the Software, or use the Software together with any authorisation code, product key, credential, serial number, or other copy protection device not supplied by Tableau or Field Dynamics; (b) use the Software to develop a product that converts any Tableau file format to an alternative report file format used by any general-purpose report writing, data analysis or report delivery product that is not the property of Tableau; (c) remove any product identification, proprietary, copyright, trademark, service mark, or other notices contained in the Software; or (d) use the Software in a way that could lead to death or bodily injury of any person, or to severe physical or environmental damage. The limitations of liability in this Agreement shall not apply to breaches of this clause.

5 Production and Non-Production Environments

5.1 Production Environments. As it relates to the Server Software, the Customer's use of the Software as a content creation, hosting, distribution and collaboration platform is considered use within a "Production Environment" and the Customer is entitled to one (1) Production Environment for each Server Software license the Customer purchases under this Agreement. The Customer's use of the Server Software allows for a single Production Environment regardless of the fact that the single Production Environment may not consume all the licenses identified on the Customer's Order Form.

5.2 Non-Production Environments. The Customer 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 the functionality of the Customer's licensed Software, or for disaster recovery purposes ("Non-Production Environment"). If the Customer's license for Server Software is Core-Based, the creation, sharing, viewing, refreshing and/or revising of visualisations or data sources and any similar content development or review is not a permitted use for the Non-Production Environment. For the avoidance of doubt, the foregoing usage restrictions do not apply if the Customer's license for Server Software is User-Based. The Customer's installation, activation or use of a copy of the Software in a Non-Production Environment is limited to the same Users and/or permitted number of Cores as provided above. The Customer's use of the Server Software in a Non-Production Environment may be concurrent with the Customer's use of the licensed Software in a Production Environment and such use is conditioned on Customer having an authorised license for the Software. The Customer is 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 clause can be purchased by the Customer and shall be subject to the additional terms.

6 Proprietary Rights and Licenses

6.1 Reservation of Rights. Subject to the limited rights expressly granted hereunder, Tableau, its Affiliates, its licensors and Content Providers own and reserve all of their right, title and interest in and to the Tableau Products and Content, including all of their related intellectual property rights. No rights are granted to the Customer hereunder other than as expressly set forth herein.

6.2 License by the Customer to Use Feedback. The Customer grants to Field Dynamics, Tableau and their Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use, distribute, disclose, and make and incorporate into their products and services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to the operation of Field Dynamics, Tableau or their Affiliates' products and services.

7 Customer's obligations

7.1 The Customer shall:

- 7.1.1 co-operate with Field Dynamics in all matters relating to the Tableau Products and associated services;
- 7.1.2 be responsible for the Users' compliance with this Agreement;
- 7.1.3 be responsible for the accuracy, quality and legality of Customer Data, the means by which Customer acquired Customer Data, Customer's use of Customer Data with the Tableau Product(s), and the interoperation of any Non-Tableau Applications with which the Customer uses the Tableau Product(s).
- 7.1.4 use commercially reasonable efforts to prevent unauthorised access to or use of the Tableau Product(s), and notify Field Dynamics promptly of any such unauthorised access or use.
- 7.1.5 use the Tableau Product(s) only in accordance with this Agreement, Documentation, Order Forms and applicable laws and government regulations.
- 7.1.6 obtain and maintain all necessary Licenses, consents, and permissions necessary for Field Dynamics, its contractors, and agents to perform their obligations under this Agreement; and
- 7.1.7 ensure that your network and systems comply with the relevant specifications provided by Field Dynamics and Tableau from time to time
- 7.1.8 provide, in a timely manner, such information as Field Dynamics may require for the provision of the Products and Services, and ensure that it is accurate in all material respects;
- 7.1.9 carry out its obligations as described in the Order Form.

- 7.2** Any use of the Services in breach of the foregoing by Customer or Users that in Field Dynamics judgment threatens the security, integrity or availability of the Tableau Product(s), may result in Field Dynamics immediate suspension of the Tableau Product(s), however Field Dynamics will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension.
- 7.3** If Field Dynamics' performance of its obligations under this agreement is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, Field Dynamics shall not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly from such prevention or delay.
- 7.4** The Customer shall not, without the prior written consent of Field Dynamics, at any time from the date of this agreement to the expiry of 12 months after the last date of supply of the Services, solicit or entice away from Field Dynamics or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or affiliate of Field Dynamics in the provision of the Services.

8 Customer and Personal Data

- 8.1** You, not Field Dynamics, have sole responsibility for the entry, deletion, correction, accuracy, quality, integrity, legality, reliability, appropriateness, and right to use the Customer Data. Field Dynamics is not responsible for any of the foregoing or for any destruction, damage, loss, or failure to store any Customer Data beyond its reasonable control or resulting from any failure in data transmission or operation during the service provided to you by us.
- 8.2** You represent and warrant that you have and will maintain all necessary Licenses, consents, and permissions necessary to provide the Customer Data and Customer Personal Data to Field Dynamics and for them to store and process the Customer Data and Customer Personal Data in accordance with the terms of this Agreement.
- 8.3** If Field Dynamics processes any Customer Data and Customer Personal Data on your behalf when performing its obligations under this Agreement, the Parties acknowledge that you shall be the Data Controller and Field Dynamics shall be a Data Processor and in any such case:
- 8.3.1** you shall ensure that you are entitled to transfer the relevant Customer Data and Customer Personal Data to Tableau and/or Field Dynamics so that they may lawfully use, process and transfer the Customer Data and Customer Personal Data in accordance with this Agreement on your behalf
 - 8.3.2** you shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable Data Protection Laws;
 - 8.3.3** each Party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage; and
 - 8.3.4** notwithstanding any other provision of this Agreement, but subject always to Appendix D(1) Data Protection and Appendix D(2) Data Processing Activities, nothing shall prevent Field Dynamics from disclosing Customer Personal Data or Customer Data to their Group Companies, Affiliates and third party service providers as necessary to

provide the Services, and otherwise in order to comply with Applicable Law or at the request of a governmental, regulatory or supervisory authority

- 8.4** The Customer must ensure that Customer Data and Customer Personal Data deemed as a special category of Data under GDPR is not given to us in any form unless pre-agreed by us in writing
- 8.5** From the commencement date specified in the Statement of Work or this date of this Agreement (whichever is the earlier), the Parties shall comply with Appendix D(1) Data Protection and Appendix D(2) Data Processing Activities
- 8.6** You are solely responsible and liable for any transfer of Customer Data and Customer Personal Data made by you (or made by Field Dynamics at your request) to a third party and for ensuring that such transfer is in compliance with the Parties' obligations under the Data Protection Laws
- 8.7** **Rights in Customer Data.** As between the parties, you shall retain all right, title and interest (including any and all intellectual property rights) in and to your Customer Data as published in Tableau Products. Subject to the terms of this Agreement, you hereby grant to Field Dynamics and Tableau a non-exclusive, worldwide, royalty-free right to use, copy, store, transmit, and distribute, perform and display (including publicly), modify and create derivative works of the Customer Data solely to the extent necessary to provide Tableau Products in accordance with this Agreement and the Documentation.
- 8.8** **Storage of Customer Data.** Field Dynamics and Tableau does not provide an archiving service. Field Dynamics and Tableau agree they shall not intentionally delete any Customer Data from Tableau Products prior to termination or expiration of Customer's applicable subscription. Except as otherwise set forth herein, Field Dynamics expressly disclaims all other obligations with respect to storage of Customer Data

9 Ownership

Tableau Technology. Notwithstanding anything to the contrary contained herein, except for the limited access and use rights expressly provided herein, Tableau and its licensors retain all right, title and interest (including, without limitation, all patent, copyright, trade secret and other intellectual property rights) in and to Tableau Products, the Documentation, the Third Party Code, any other Tableau deliverables and any and all related and underlying software (including interfaces), databases (including data models, structures, and any other non-customer specific data and statistical data), technology, reports, documentation, as well as any related process or methodology provided or used by Tableau, and with respect to each of the foregoing, any copies, modifications, improvements, derivative works, or enhancements thereto however developed or provided (including any which incorporate any of your ideas Feedback or suggestions) (collectively, "Tableau Technology"). You acknowledge that you are obtaining only a limited right to use the Tableau Products and that irrespective of any use of the words "purchase", "sale", "sublicense" or like terms hereunder no ownership rights are being conveyed to you under this Agreement or otherwise, and further acknowledge that nothing contained in this Agreement shall be construed to convey to you ownership of any intellectual property rights in or to any Tableau Technology or any related methodologies or processes. Nothing in this clause shall be deemed as granting Tableau ownership of Customer Data or in any way impacting your ownership of Customer Data.

10 Subscription Term

- 10.1 Subscription Term.** Unless otherwise specified on the applicable Order Form, each Subscription Term shall begin on the effective date of the applicable Order Form and expire twelve (12) months thereafter. Approximately sixty (60) days prior to the expiration of the Subscription Term, Field Dynamics may notify you of its opportunity to renew the Subscription Term. Any renewals require mutual agreement and all applicable fees for such renewals will be at Field Dynamic's then-current rates. If your subscription is not renewed, your access to your Tableau Products will terminate at the end of the then-current Subscription Term.
- 10.2 Suspension of Services.** If your account is thirty (30) days or more overdue, in addition to any of its other rights or remedies (including but not limited to any termination rights set forth herein), Field Dynamics reserves the right to suspend your access to your Tableau Products without liability to you until such amounts are paid in full. Within a reasonable time after written notice by Field Dynamics that your use of the Tableau Online service is having a detrimental impact on Tableau's ability to provide Tableau Online to its other customers, Field Dynamics and Tableau reserve the right, at their sole discretion, to suspend or limit your access to Tableau Online.

11 Charges and Payment

- 11.1** In consideration of the provision of the Products and Services by Field Dynamics, the Customer shall pay the charges as set out in the Statement of Work or Order Form.
- 11.2** Field Dynamics shall invoice the Customer for the price of the Products and Services as set out in the Statement of Work or Order Form.
- 11.3** The charges exclude:
- 11.3.1** the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom Field Dynamics engages in connection with the any Services. Such expenses shall be invoiced by Field Dynamics at cost; and
 - 11.3.2** VAT, which Field Dynamics shall add to its invoices at the appropriate rate.
- 11.4** The Customer shall pay each invoice submitted to it by Field Dynamics, in full and in cleared funds, within 30 days of receipt to a bank account nominated in writing by Field Dynamics.
- 11.5** Without prejudice to any other right or remedy that it may have, if the Customer fails to pay Field Dynamics on the due date:
- 11.5.1** the Customer shall pay interest on the overdue amount at the rate of 3% per annum above Barclay's Bank plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount; and
 - 11.5.2** Field Dynamics may suspend all Tableau Products and Services until payment has been made in full.
- 11.6** All amounts due under this agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

12 Termination

- 12.1 Termination for Cause.** Either party may terminate this Agreement (including all related Order Forms) 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 Field Dynamics may terminate this Agreement immediately upon any breach of clauses 3.6 or 3.7 (Tableau Products) or if you violate any other restrictions contained in Clause 7 (Customer Obligations) or Clause 8 (Customer Data and Personal Data) (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 that party (and not dismissed within sixty (60) days thereafter). 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.
- 12.2 Effect of Termination.** Upon any termination or expiration of this Agreement, you shall immediately cease any and all use of and access to the Tableau Product(s) and destroy (or, at Field Dynamic's request, return), any Field Dynamics or Tableau Confidential Information in your possession. You acknowledge that, except as exported or printed prior to termination or expiration by you as may be permitted through the functionality of the Tableau Product(s), following termination or expiration you shall have no further access to any Customer Data input into Tableau Online, and that Field Dynamics or Tableau may delete any such data at any time. Except where an exclusive remedy is specified in this Agreement, the exercise by either party of any remedy under this Agreement, including termination, will be without prejudice to any other remedies it may have under this Agreement, by law, or otherwise.
- 12.3 Survival.** Clause 8 (Customer and Personal Data), 6 (Propriety Rights and Licenses), 7.4 (Customers Obligations), 9 (Ownership), 11 (Charges and Payment), 12 (Termination), 13 (Limited Warranty), 15 (Limitation of Liability), 16 (Indemnification), 17 (Confidential Information), and 18 (General) shall survive any termination or expiration of this Agreement.

13 Limited Warranty

- 13.1 Limited Warranty.** Field Dynamics warrants to you that your Tableau Product will operate in substantial conformity with the applicable Documentation. Field Dynamics does not warrant that your use of your Tableau Product will be uninterrupted or error-free, nor does Field Dynamics warrant that it will review the Customer Data for accuracy or that it will preserve or maintain the Customer Data without loss. Field Dynamic's sole liability (and your sole and exclusive remedy) for any breach of this warranty shall be, in Field Dynamic's sole discretion and at no charge to you, to use commercially reasonable efforts to correct the reported non-conformity, or if Field Dynamics determines such remedy to be impracticable, to allow you to terminate the applicable Subscription Term and receive as its sole remedy a refund of: (a) the monthly subscription fees specified in the applicable Order Form which are allocable to the thirty (30) day period prior to the date the warranty claim was made and (b) any fees you have pre-paid for use of Tableau Product or related services it has not received as of the date of the warranty claim.
- 13.2 Exclusions.** The above warranty shall not apply: (i) unless you make a claim within thirty (30) days of the date on which the condition giving rise to the claim first appeared; (ii) if your Tableau

Product is used with hardware or software not Authorised in the Documentation; (iii) if the error was caused by misuse, unauthorised modifications or third-party hardware, software or services; (iv) to any Evaluation Access or other use provided on a no charge or evaluation basis; or (v) to any maps created using your Tableau Product (“Maps”), such functionality is provided purely for reference purposes. Tableau makes every effort to ensure the Maps are free of errors but we do not warrant the Maps or Map features are accurate. The boundaries and names shown and the designations used in the Maps do not imply endorsement or acceptance by Tableau or Field Dynamics.

- 13.3 Warranty Disclaimer.** The warranties in the Agreement shall not apply: (a) if the Tableau Software is used with hardware or software not authorised in the documentation; (b) if any modifications are made to the Tableau Software by customer or any third party; (c) to defects in the Tableau software due to accident, abuse or improper use by Customer; (d) to any evaluation versions or other Tableau Software provided on a no charge or evaluation basis; or (e) to any maps.

14 Support

- 14.1** Support is provided directly by Tableau via their online Support Portal. You have sole responsibility for any Customer and/or Personal Data provided to Tableau via their online Support Portal

15 Limitation of Liability

- 15.1** Nothing in this agreement limits or excludes Field Dynamics’ liability for:
- 15.1.1** death or personal injury caused by its negligence;
 - 15.1.2** fraud or fraudulent misrepresentation; or
 - 15.1.3** breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.
- 15.2** Subject to clause 15.1, Field Dynamics shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement for:
- 15.2.1** loss of profits;
 - 15.2.2** loss of sales or business;
 - 15.2.3** loss of agreements or contracts;
 - 15.2.4** loss of anticipated savings;
 - 15.2.5** loss of or damage to goodwill;
 - 15.2.6** loss of use or corruption of software, data or information;
 - 15.2.7** any indirect or consequential loss.
- 15.3** Subject to clause 15.1 and clause 15.2, Field Dynamics' total liability to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under

or in connection with this agreement shall be limited to 125% of the total charges paid or payable by the Customer under this Agreement. With respect to a Party's breach of its obligations set out in Clause 17 (Confidentiality) or Appendix D(1) Data Protection and Appendix D(2) Data Processing Activities, neither Party's aggregate liability will exceed the lesser of £1,000,000 (one million pounds sterling) and five times the amount actually paid by you under the applicable Order Form in the 12-month period preceding the event giving rise to such liability.

- 15.4** The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this agreement

16 Indemnification

16.1 Field Dynamics and Tableau Indemnification. Field Dynamics and Tableau shall defend Customer against any claim, demand or proceeding made or brought against the Customer by a third party alleging that any Purchased Tableau Product(s) infringes or misappropriates such third party's intellectual property rights (a "Claim Against Customer"), and will indemnify the Customer from any damages, legal fees and costs finally awarded against the Customer as a result of, or for amounts paid by the Customer under a settlement approved by Field Dynamics and Tableau in writing of, a Claim Against the Customer, provided the Customer (a) promptly gives Field Dynamics written notice of the Claim Against the Customer, (b) gives Field Dynamics and Tableau sole control of the defence and settlement of the Claim Against the Customer (except that Field Dynamics may not settle any Claim Against Customer unless it unconditionally releases the Customer of all liability), and (c) gives Field Dynamics and Tableau all reasonable assistance, at their expense. If Field Dynamics or Tableau receives information about an infringement or misappropriation claim related to Tableau Products, they may in their discretion and at no cost to the Customer (i) modify the Products/Services so that they are no longer claimed to infringe or misappropriate, without breaching the warranties under "Warranties" above, (ii) obtain a license for Customer's continued use of that Product/Service in accordance with this Agreement, or (iii) terminate the Customer's subscriptions for that Product/Service upon 30 days' written notice and refund the Customer any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defence and indemnification obligations do not apply if (I) the allegation does not state with specificity that the Tableau Products are the basis of the Claim Against the Customer; (II) a Claim Against the Customer arises from the use or combination of the Tableau Products or any part thereof with software, hardware, data, or processes not provided by Field Dynamics, if the Tableau Products or use thereof would not infringe without such combination; (III) a Claim Against The Customer arises from Services under an Order Form for which there is no charge.

16.2 Indemnification by You. The Customer will defend Field Dynamics, Tableau and their Affiliates against any claim, demand or proceeding made or brought against Field Dynamics or Tableau by a third party (a) alleging that the combination of a Non-Tableau Application or configuration provided by Customer and used with the Tableau Products, infringes or misappropriates such third party's intellectual property rights, or (b) arising from (i) the Customer's use of the Tableau Products in an unlawful manner or in violation of the Agreement, the Documentation, or Order Form, (ii) any Customer Data or Customer's use of Customer Data with the Tableau Product, or (iii) a Non-Tableau Application provided by Customer, and will indemnify Field Dynamics and Tableau from any damages, legal fees and costs finally awarded against Field Dynamics and/or

Tableau as a result of, or for any amounts paid by Field Dynamics and/or Tableau under a settlement approved by Customer in writing of, a Claim Against Field Dynamics and/or Tableau, provided Field Dynamics and/or Tableau (a) promptly gives Customer written notice of the Claim, (b) gives the Customer sole control of the defence and settlement of the Claim (except that Customer may not settle any claim against Field Dynamics and/or Tableau unless it unconditionally releases Field Dynamics and Tableau of all liability), and (c) gives the Customer all reasonable assistance, at Customer's expense. The above defence and indemnification obligations do not apply if a claim against Field Dynamics and/or Tableau arises from Field Dynamics breach of this Agreement, the Documentation or applicable Order Forms.

17 Confidential Information.

17.1 Use of Confidential Information. 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"), 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 Field Dynamics or Tableau (or its agents), performance information relating to Tableau Products, and the terms and conditions of this Agreement shall be deemed Confidential Information of Field Dynamics and Tableau without any marking or further designation. Customer Data shall be deemed your Confidential Information without any marking or further designation. Except as expressly authorised herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information to anyone other than its affiliates, employees and consultants ("Representatives") who have a need to know and who agree in writing to keep the information confidential on terms no less restrictive than those contained in this Agreement. Field Dynamics, Tableau and the Customer will ensure that their respective Representatives comply with this Agreement and will be responsible for any unauthorised use or disclosure of Confidential Information by such Representatives. 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 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.

17.2 Privacy Policy: Your use of the Tableau Product(s) is subject to Field Dynamic's Privacy Policy, a current version of which is available here: www.field-dynamics.co.uk/legal

18 General Terms

- 18.1 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, reorganisation, 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 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 you assets, or any similar transaction provided that: (i) the assignee must not be 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.
- 18.2 Export Compliance.** The Services, Content, other Tableau technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Tableau and Customer each represents that it is not on any U.S. government denied-party list. Customer will not permit any User to access or use any Tableau Products or content in a U.S.-embargoed country or region (currently Cuba, Iran, North Korea, Syria or Crimea) or in violation of any U.S. export law or regulation. The Customer shall not allow any third party to export, re-export, or transfer any part of the Tableau Software in violation of these laws and regulations.
- 18.3 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.
- 18.4 Field Dynamics' and Tableau's Customer List.** Customer agrees that Field Dynamics and Tableau may disclose the Customer as a customer of Field Dynamics and Tableau and use Customer's name and logo on their web sites and in their promotional materials.
- 18.5 Force majeure** If a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by an event beyond its reasonable control ("a Force Majeure Event"), such party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly
- 18.6 Variation** No variation of this agreement or Statement of Work shall be effective unless it is in writing and signed by the parties (or their authorised representatives). Where the Customer wishes to make any changes to the Specification, Field Dynamics may charge the Customer (at the day rates set out in the Statement of Work) for any time investigating the impact of such changes. For the avoidance of doubt, no change shall be made to the Specification other than by agreement in writing signed by the parties (or their authorised representatives).
- 18.7 Waiver** No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy

- 18.8 Rights and remedies** Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law
- 18.9 Audit Rights.** You understand that Tableau may monitor your use of Tableau Online in order to verify that you have not exceeded its permitted number of Users. If Tableau or Field Dynamics becomes aware of any excess usage of Tableau Online, then you will pay for the excess usage and for any ongoing excess usage at Tableau’s then-current rates. Upon Tableau or Field Dynamics written request you shall furnish Tableau and Field Dynamics with a signed certification certifying that Tableau Online is being used pursuant to the terms of this Agreement, including any access and user limitations. With prior reasonable notice, Tableau and Field Dynamics may audit your compliance with this Agreement, your use of Tableau Online, and your software monitoring system and records, provided such audit is during regular business hours. If such inspections or audits disclose that you have accessed or permitted access to Tableau Online in a manner that is not permitted under the Agreement, then Field Dynamics may terminate this Agreement pursuant to Clause 12 and you are liable for the reasonable costs of the audit in addition to any other fees, damages and penalties Tableau or Field Dynamics may be entitled to under this Agreement and applicable law.
- 18.10 Severance**
- 18.10.1** If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.
- 18.10.2** If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision
- 18.11 Entire agreement**
- 18.11.1** This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 18.11.2** Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation [or negligent misstatement] based on any statement in this agreement.
- 18.11.3** Nothing in this clause shall limit or exclude any liability for fraud
- 18.12 Conflict** If there is an inconsistency between any of the provisions in the main body of this agreement and the Appendices, the provisions in the main body of this agreement shall prevail

18.13 Assignment and other dealings Neither party may assign any of its rights and obligations under this agreement without the prior written consent of the other (such consent not to be unreasonably withheld or delayed).

18.14 No partnership or agency

18.14.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

18.14.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

18.15 Third party rights No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms

18.16 Notices

18.16.1 No notice from one party to another shall have validity under this agreement unless made in writing by or on behalf of the party sending such communication and delivered by hand or by first class pre-paid post to the address of the other party set out at on the first page of this agreement and sent (if sent to Field Dynamics) to the Managing Director and (if sent to the Customer) to the person identified in the Statement of Work as the Customer's Point of Contact. Any notice delivered by hand shall be deemed delivered on signature of a delivery receipt or at the time the notice is left at the address and any notice sent by first class pre-paid post shall be deemed delivered at 9.00 am on the second Business Day after posting. If deemed receipt would occur in the place of deemed receipt on a Saturday or Sunday or a public holiday when banks are not open for business, deemed receipt is deemed to take place at 9.00 am on the day when business next starts in the place of receipt

18.16.2 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

18.16.3 A notice given under or in connection with this agreement is not valid if sent by e-mail.

18.17 Counterparts This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement

18.18 Dispute Resolution Procedure

If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it (Dispute) then the parties shall attempt to settle the dispute in good faith as follows:

18.18.1 the Dispute shall first be referred to the project managers of the parties who shall attempt to settle the dispute within 30 days;

18.18.2 if the project managers are unable to resolve the Dispute pursuant to clause 18.18.1 either party may escalate the Dispute to senior managers of the parties who shall attempt to settle the dispute within 30 days of the dispute being referred to them but

if the parties are for any reason unable to resolve the Dispute within 30 days of it being escalated to the senior managers pursuant to this clause, either party may on notice to the other require the parties to attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a party must serve notice in writing (ADR notice) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR Solve. The mediation will start not later than 21 days after the date of the ADR notice.

18.18.3 No party may commence any court proceedings under clause 18.18 in relation to the whole or part of the Dispute until 30 days after service of the ADR notice, provided that the right to issue proceedings is not prejudiced by a delay.

18.18.4 If the Dispute is not resolved within 30 days after service of the ADR notice, or either party fails to participate or to continue to participate in the mediation before the expiration of the said period of 30 days, or the mediation terminates before the expiration of the said period of 30 days, the Dispute shall be finally resolved by the courts of England and Wales in accordance with clause 16.18.

18.19 Governing Law This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales

18.20 Jurisdiction Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims)

This agreement has been entered into on the date stated at the beginning of it.

SIGNED by)
for and on behalf of)
DOTTED EYES SOLUTIONS LIMITED)

SIGNED by [NAME])
for and on behalf of)
[CUSTOMER])

APPENDIX A

Tableau Agreement - Tableau Products

The following Tableau Customer Agreements can be found here:

<https://www.tableau.com/legal/tosa> -Order Form Supplement for Tableau Product

Tableau Software reserves the right to change their Agreements and their location from time to time.

APPENDIX B

Tableau Software - Online Support Policy

As per Clause 14, Support is provided directly by Tableau via their online Support Portal.

The Tableau Software Technical Support Policy Documents can be found at <https://www.tableau.com/legal> – Online Support Policy

Tableau Software reserve the right to change their Technical Support Policy documentation and its location from time to time

You have sole responsibility for any Customer and/or Personal Data provided to Tableau via their online Support Portal.

APPENDIX C

Professional Services Terms and Conditions

Professional Services are available to you for an additional fee dependant on the scope of the work to be done. If you have purchased Professional Services from us this will be detailed in the Order Form or Statement of Work. Any Professional Services purchased will be governed by the Professional Services Terms and Conditions which can be found at www.field-dynamics.co.uk/legal

The Terms may be modified at any time at our sole discretion. It is your responsibility to review the Terms regularly for updates.

APPENDIX D(1)

Data Protection

1. Definitions and interpretation

1.1 In this Appendix, unless the context otherwise requires:

"**DP Regulator**" means any governmental or regulatory body or authority with responsibility for monitoring or enforcing compliance with the Data Protection Laws;

"**Data Subject Request**" means a request from a Data Subject to exercise its rights under the Data Protection Laws in respect of that Data Subject's Personal Data;

"**Security Breach**" means any actual loss, unauthorised or unlawful processing, destruction, damage, or alteration, or unauthorised disclosure of, or access to the Customer Personal Data, and terms defined in a provision of this Appendix shall have the meaning given to them in that provision

2. Compliance with Data Protection Laws

2.1 Field Dynamics shall comply with its obligations under the Data Protection Laws as they apply to it as a Data Processor of the Customer Personal Data.

2.2 The Customer shall comply with its obligations under the Data Protection Laws as they apply to it as a Data Controller of the Customer Personal Data.

3. Processing and security

3.1 In performing its obligations under this Agreement, Field Dynamics shall only process the categories of Personal Data and only in respect of the categories of Data Subjects, and only for the nature and purposes of processing and duration, as is set out in the Annex to this Appendix or as necessary to perform its obligations under this Agreement, save as otherwise required by any Applicable law.

3.2 In processing the Customer Personal Data, Field Dynamics shall:

- (a) process Customer Personal Data only in accordance with the Customer's written instructions from time to time (including those set out in this Agreement) except as otherwise required by any Applicable Law;
- (b) not process the Customer Personal Data for any purpose other than those set out in the Annex and as necessary to perform its obligations under this Agreement unless otherwise expressly authorised by the Customer;
- (c) promptly notify the Customer if it receives a Data Subject Request in respect of Customer Personal Data;
- (d) as far as reasonably practicable, co-operate with and provide assistance to the Customer in relation to any Data Subject Request in respect of Customer Personal Data;
- (e) taking into account:
 - (i) the state of the art;
 - (ii) the nature, scope, context and purposes of the processing; and
 - (iii) the risk and severity of potential harm,protect the Customer Personal Data by ensuring that it has in place appropriate technical and organisational measures, including measures to protect the Customer Personal Data against the risks of a Security Breach; and
- (f) ensure that any persons authorised by Field Dynamics to process Customer Personal Data are obliged to keep such data confidential.

3.3 Field Dynamics shall, without undue delay after discovering any Security Breach or any failure or defect in security which leads, or might reasonably be expected to lead, to a Security Breach (together a "**Security Issue**") notify the Customer of the same.

3.4 Where a Security Issue arises, Field Dynamics shall:

- (a) as soon as reasonably practicable, provide the Customer with details of the Security Issue, the actual or expected consequences of it, and the measures taken or proposed to be taken to address or mitigate it;
- (b) co-operate with the Customer, and provide the Customer with all reasonable assistance in relation to the Security Issue; and
- (c) unless required by Applicable Law, not make any notifications to a DP Regulator or any Data Subjects about the Security Issue without the Customer's prior written consent (such consent not to be unreasonably withheld or delayed).

4. Return or destruction of Personal Data

4.1 Subject to paragraph 4.2, Field Dynamics shall return or, at the election of the Customer, irretrievably delete all Customer Personal Data in its control or possession when it no longer requires such Customer Personal Data to exercise or perform its rights or obligations under this Agreement, and in any event within 30 days following expiry or termination of this Agreement.

4.2 To the extent that Field Dynamics is required by Applicable Law to retain all or part of the Customer Personal Data (the "**Retained Data**"), Field Dynamics shall isolate and cease all processing of the Retained Data other than as required by the Applicable Law.

5. Audit

5.1 Subject to clause 5.2, Field Dynamics shall, at the Customer's sole expense, comply with all reasonable requests from the Customer to allow the Customer or its third party auditors to access and inspect Field Dynamics premises, records and personnel relevant to any processing of Customer Personal Data, in each case to enable the Customer to audit and verify that Field Dynamics is complying with its obligations under this Agreement and under the Data Protection Laws in relation to Customer Personal Data ("**Data Protection Audit**").

5.2 Field Dynamics acknowledges that the Customer (or its third party auditors) may enter its premises for the purposes of conducting a Data Protection Audit, provided that the Customer gives it reasonable prior written notice, conducts such audit during normal business hours, and take all reasonable measures to prevent unnecessary disruption to Field Dynamics operations. The Customer will not exercise its audit rights under this clause 5 more than once in any twelve (12) month period, except if: (i) required by instruction of a DP Regulator; or (ii) the Customer reasonably believes a further audit is necessary due to a Security Breach suffered by Field Dynamics.

5.3 Field Dynamics shall provide such information, reasonable co-operation and assistance in relation to any request made by the Customer (or its auditors, or its or their representatives) under clause 5.1 as necessary to demonstrate Field Dynamics compliance with the Data Protection Laws in relation to this Agreement.

6. Co-operation and assistance

6.1 Field Dynamics shall co-operate with the Customer, and provide such information and assistance as the Customer may reasonably require, to enable the Customer to:

- (a) comply with the Customer's obligations under the Data Protection Laws (including Articles 32-36 of GDPR) in respect of Customer Personal Data; and
- (b) deal with and respond to investigations and requests for information relating to the Customer Personal Data from any DP Regulator.

6.2 If Field Dynamics receives any complaint, notice or communication from a DP Regulator or other third party (excluding a Data Subject Request) which relates directly or indirectly to Customer Personal Data or to either Party's compliance with the Data Protection Laws, it shall notify the Customer as soon as reasonably practicable.

7. Sub-Processors

7.1 Field Dynamics shall not subcontract any processing of the Customer Personal Data to any Sub-Processor except as authorised by the Customer in accordance with this paragraph 7. The Customer consents to Field Dynamics engaging Sub-Processors to process the Data provided that: (i) Field Dynamics provides at least 30 days' prior notice of the addition of any subcontractor (including details of the processing it performs or will perform) ("**Sub-Processor Notice**"); and (ii) Field Dynamics complies with paragraphs 7.4 and 7.5 of this Appendix.

7.2 The Customer hereby consents to Field Dynamics's use of the Sub-Processors listed at www.field-dynamics.co.uk/legal which shall be maintained and updated when any Sub-Processor is added or removed in accordance with this paragraph 7.

7.3 If within 30 days of receipt of a Sub-Processor Notice the Customer notifies Field Dynamics in writing of its refusal to consent to Field Dynamics's appointment of a Sub-Processor on reasonable grounds relating to the protection of Customer Personal Data, then either: (i) Field Dynamics will not appoint the Sub-Processor; or (ii) if Field Dynamics does appoint the Sub-Processor, the Customer may elect to terminate the Agreement without penalty or cost to either party save that any portion of the fees paid in advance in respect of Services not yet delivered as at the effective date of termination shall be refunded to the Customer. If after 30 days from receipt of the Sub-Processor Notice the Customer has not indicated its refusal of the appointment of a Sub-Processor in accordance with this paragraph, then the Customer is deemed to have given its consent and Field Dynamics shall be entitled to appoint the relevant Sub-Processor with immediate effect.

7.4 If Field Dynamics appoints a Sub-Processor, Field Dynamics shall ensure that:

- (a) such Sub-Processor shall only process Customer Personal Data in order to perform one or more of Field Dynamics's obligations under this Agreement; and
- (b) it enters into a written agreement or other legally enforceable terms with that Sub-Processor prior to any processing by the Sub-Processor, requiring the Sub-Processor to:
 - (i) process Customer Personal Data only in accordance with the written instructions of Field Dynamics or the Customer; and
 - (ii) comply with data protection obligations equivalent in all material respects to those imposed on Field Dynamics under this Appendix.

7.5 Notwithstanding the appointment of a Sub-Processor, Field Dynamics is responsible and liable to the Customer for any processing by the Sub-Processor in breach of this Appendix.

8. Transfer of Personal Data

8.1 Field Dynamics shall only transfer Customer Personal Data outside of the EEA where there is adequate protection for such Customer Personal Data in accordance with applicable Data Protection Laws and as authorised by the Customer in accordance with paragraph 7.

8.2 As at the date of this Appendix the Customer consents to the transfers of Customer Personal Data to those non-EEA locations listed at www.field-dynamics.co.uk/legal. Field Dynamics shall ensure that such list is maintained and updated from time to time to reflect any changes.

9. Precedence

In relation to the subject matter of this Appendix and its Annex, in the event of any inconsistency between the provisions of this Appendix and its Annex and the other provisions of the Agreement including any schedule or annex thereto, the provisions of this Appendix and its Annex shall prevail.

Field Dynamics reserves the right to change their Data Protection Policy documentation and its location from time to time.

APPENDIX D(2)

Data Processing Activities

Overview

We want you to know what Personal Data Processing activities happen when you use our Services, and who might assist us in delivering those Services.

1. Processing by the provider

1.1. Scope

To allow us to provide the Tableau Product(s) to you.

1.2. Nature

Tableau is a leading data visualisation and business intelligence platform that empowers users to see and understand their data. Utilised across multiple business functions (customer service, operations, finance, field service and citizen services) users can author and share content online, working collaboratively to improve quality and speed of decision making.

Our Customers are the Controllers of the end user personal information held in the Tableau.

The Field Dynamics technical support team may need to access the Tableau platform to help our Customers resolve any technical support issues, but we don't control or process any of the personal data held within the platform.

1.3. Purpose of processing and types of personal data

We may process personal data for more than one lawful ground depending on the specific purpose for which we are using your data. Please contact us if you need specific details about the specific legal ground that we are relying on to process your personal data, where more than one ground has been set out in the table below.

| Purpose / Activity | Type of data | Lawful basis for processing including basis of legitimate interest |
|--|---|--|
| To register you as a new customer | <ul style="list-style-type: none"> Identity Contact | <ul style="list-style-type: none"> Performance of a contract with you |
| To process and deliver your order including payment and collection or recovery of those payments | <ul style="list-style-type: none"> Identity Contact Financial Transaction Marketing and communications | <ul style="list-style-type: none"> Performance of a contract with you Necessary for our legitimate interests (debt collection) |
| To manage our relationship with you which will include: <ul style="list-style-type: none"> Notifying you about changes in our terms or privacy policy Asking you for feedback or take a survey | <ul style="list-style-type: none"> Identity Contact Profile Marketing and communications | <ul style="list-style-type: none"> Performance of a contract with you Necessary to comply with a legal obligation Necessary for our legitimate interests (to keep our records updated and to study how customers use our products/services) |
| To enable you to take part in a competition, prize draw, or survey | <ul style="list-style-type: none"> Identity Contact Profile Usage | <ul style="list-style-type: none"> Performance of a contract with you Necessary for our legitimate interests (to keep our records updated and to study how customers use our products/services) |

| | | |
|--|--|---|
| | <ul style="list-style-type: none"> • Marketing and communications | |
| To administer and protect our business and website (including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data) | <ul style="list-style-type: none"> • Identity • Contact • Technical | <ul style="list-style-type: none"> • Necessary for our legitimate interests (for running our business, provision of administration and IT services, network security, to prevent fraud and in the context of a business reorganisation or group restructuring exercise) • Necessary to comply with a legal obligation |
| To deliver relevant website content and advertisements to you and measure or understand the effectiveness of the advertising we serve to you | <ul style="list-style-type: none"> • Identity • Contact • Profile • Usage • Marketing and communications • Technical | <ul style="list-style-type: none"> • Necessary for our legitimate interests (to study how customers use our products/services, to develop them, to grow our business and to inform our marketing strategy) |
| To use data analytics to improve our website, products/services, marketing, customer relationships and experiences | <ul style="list-style-type: none"> • Technical • Usage | <ul style="list-style-type: none"> • Necessary for our legitimate interests (to define types of customers for our products and services, to keep our website updated and relevant, to develop our business and to inform our marketing strategy) |
| To make suggestions and recommendations to you about goods or services that may be of interest to you | <ul style="list-style-type: none"> • Identity • Contact • Technical • Usage • Profile | <ul style="list-style-type: none"> • Necessary for our legitimate interests (to develop our products/services and grow our business) |

1.4. Duration of the processing

Whenever we collect or process your personal data, we'll only keep it for as long as is necessary for the purpose for which it was collected. At the end of that retention period (usually no longer than seven years), your data will either be deleted completely or anonymised, for example by aggregation with other data so that it can be used in a non-identifiable way for statistical analysis and business planning. For information stored in backup archives, we will securely store the information and isolate it from any further use until deletion is possible.

2. Categories of data subject

2.1. When using this Service, the groups of individual's data by category

- Your *end users using the service* that you deliver
- The personal data about your *employees and contractors* that we collect as a Customer of ours to complete account administration and set up
- The personal data that we collect about the *service user access* technical information (e.g. browser, IP address)
- The details of your *employee and contractor interactions* with us when you require support for the Service (information that you choose to submit)

Field Dynamics reserves the right to change their Data Processing Activities Policy documentation and its location from time to time.

APPENDIX E

Information Security

Our information security document is available on our website www.field-dynamics.co.uk/legal

Field Dynamics reserve the right to change their Information Security documentation and its location from time to time

APPENDIX F

Privacy Policy

Our Privacy Policy is available on our website www.field-dynamics.co.uk/legal

Field Dynamics reserve the right to change their Privacy Policy documentation and its location from time to time.