

TRIAD TECHNOLOGY PARTNERS
GSA CONTRACT NUMBER: GS-35F-0298W
Attachment V
Exhibit A

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1.2.2.1. Core-Based Server License: If Your Server Software license is

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16. Merger: This Agreement (including the Invoice) constitutes the entire agreement between the parties with respect to the subject matter hereof and merges all prior and contemporaneous communications. This Agreement shall not be modified except by a separate written agreement signed by duly authorized representatives of Tableau. Further, no purchase order or similar document issued by You shall modify this Agreement even if signed by Tableau. In the event

You and Tableau have executed a mutually agreed upon and separately executed software license and related services agreement ("Preferred Agreement") and acquired the Software pursuant to such Preferred Agreement, the parties hereby expressly agree that it is their mutual intent that the terms of the Preferred Agreement shall govern Your use of the Software and that the terms of this Agreement shall be superseded by the Preferred Agreement to the extent they are inconsistent. The parties expressly agree that Preferred Agreement(s) do not include unilaterally issued purchase orders, invoices, receipts or other similar documents which are not expressly agreed to by the parties as part of the Preferred Agreement. In the event of any conflict between this Agreement and any other agreement between You and Tableau (except in the case of Preferred Agreements, as described above), the terms of this Agreement shall control. In the event of any conflict between this Agreement and any other document relating to the subject matter hereof (except in the case of Preferred Agreements, as described above), You agree that the conflict shall be reconciled consistent with the terms of this Agreement and no supplementary terms shall be incorporated into this Agreement by operation of Section 2-207 of the Uniform Commercial Code. If any provision of this Agreement is found invalid or unenforceable, the remainder of this Agreement shall remain valid and enforceable according to its terms. Accordingly, the parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable and in such manner as comes closest to the intentions of the parties to this Agreement as is possible. You agree not to assert any position inconsistent with above in any proceeding to which you and Tableau are parties.

17. Miscellaneous: If Tableau's performance of any of its obligations hereunder is delayed by labor dispute, war, governmental action, acts of terrorism, flood, fire, explosion, other act of nature, the public enemy, or any other matter not within Tableau's reasonable control, then the date for performance shall be extended by the time of such delay. This Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns, except that You may not assign or transfer this Agreement or the licenses granted hereunder without Tableau's prior written consent. If You are acquiring the Software on behalf of an entity, You represent and warrant that You have the legal capacity to bind such entity to this Agreement. The product name for the Software is or may be a trademark or registered trademark of Tableau. Should You have questions concerning this License Agreement, please contact Your Tableau sales representative or authorized reseller, or contact Tableau Customer Support [at http://www.tableausoftware.com/support/](http://www.tableausoftware.com/support/).