

ATTENTION:

This Connector is made available solely to enable current Workday customers to export information from their Workday Offering instance to a separately licensed Tableau software application. This Connector is not part of your Workday Service, and the terms and obligations under your agreements with Workday do not apply to this Connector or to the exported information. As further provided in this Agreement, your use of this Connector is at your own risk, and Workday provides no warranty and disclaims liability for your use of the Connector.

CONNECTOR LICENSE AGREEMENT

This Connector License Agreement (“Agreement”) governs the installation, access to and use of the Connector. The Connector is meant for use solely with the software, products or services made available by Tableau and the applicable Workday service to which you currently subscribe (the “Workday Offering”). This Agreement is entered between the end user customer (individual or entity) that has downloaded, installed or otherwise accessed the Connector (“you”) and Workday. For purposes of this Agreement, “Connector” means the connector developed by Workday or its affiliates for use with Tableau software applications made available through the Tableau Exchange, AppExchange or other location, including any included files, code, data, content, materials, or updates. BY DOWNLOADING, INSTALLING OR ACCESSING THE CONNECTOR, YOU ARE ACCEPTING ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN AGREEMENT SIGNED BY YOU AND LEGALLY BINDING BETWEEN YOU AND WORKDAY. IF YOU DO NOT AGREE TO ALL OF THESE TERMS AND CONDITIONS, DO NOT DOWNLOAD, INSTALL OR ACCESS THE CONNECTOR. IF YOU WISH TO USE THE CONNECTOR AS AN EMPLOYEE, CONTRACTOR, OR AGENT OF A CORPORATION, PARTNERSHIP OR OTHER ENTITY, THEN YOU MUST BE AUTHORIZED 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.

1. License

1.1. License Grant. Subject to your compliance with this Agreement, including Section 1.2, Workday grants you a limited, worldwide, non-transferable, non-sublicensable, non-exclusive, royalty-free, fully paid-up license during the term to access, download, install, copy and use the Connector for your internal business purposes and solely for use with your properly licensed Tableau products and, as applicable, the Workday Offering.

1.2. License Restrictions. As a condition of your license, you will not (and will not allow any third party to): (a) decompile, disassemble, or otherwise reverse engineer the Connector or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats, or programming interfaces of the Connector by any means; (b) distribute, sell, sublicense, rent, lease or use the Connector (or any portion thereof), whether for time-sharing, hosting, as service provider or for any other purpose; (c) remove any Connector identification, proprietary notice, copyright, trademark, service mark or other notices contained in the Connector; (d) modify any part of the Connector, create a derivative work of any part of the Connector, or incorporate the Connector into or with software, hardware or services other than compatible Workday Offerings; (e) publicly disseminate performance information or analysis (including, without limitation, benchmarks) from any source relating to the Connector; (f) use the Connector or, as applicable, any data visualization created using the Connector with an improperly licensed or unlicensed Workday Offering or in violation of the terms applicable to such Workday Offering; or (g) use the Connector in violation of any law or of any agreement you have with respect to any third party.

1.3. Ownership of IP. Workday reserves all right, title and interest in and to the Connector, including all related intellectual property rights. You acknowledge that you are obtaining only a limited license to the Connector described in Section 1.1 and that no ownership rights are being conveyed to you under this Agreement, whether by implication, estoppel or otherwise.

1.4. Feedback. If you make available to Workday any comments, modifications, improvements, enhancements, requests, recommendations, ideas, corrections, suggestions or other feedback regarding the Connector, Workday Offerings or any documentation ("Feedback"), you grant Workday and its affiliates a worldwide, perpetual, irrevocable, royalty-free license, with the right to grant sublicenses through multiple tiers of distribution, to use, run, copy, maintain, publicly perform, make and have made modifications, disclose, distribute and otherwise exploit such Feedback and any modifications of Feedback in any manner.

1.5. Fees. Workday currently makes available the Connector at no charge. Workday reserves the right to charge a fee in the future for use of the Connector (and will modify the Agreement as set forth in Section 9.6).

2. Relationship to Other Agreements

2.1. Workday Offering Terms. This Agreement is limited to the Connector and does not convey any right to use the Workday Offering or any other Workday offerings, or modify any other agreements that you may have with Workday or any of its affiliates. You agree that (a) purchase of a Workday Offering is not contingent on the delivery of or use of the Connector in any way; and (b) use of the Connector is not contingent on the delivery of any future Workday Offering, functionality or feature, or on any oral or written public comments by Workday regarding any of the foregoing.

2.2. Not a Workday Service. For the avoidance of doubt, whether or not Workday charges a fee for use of the Connector, the Connector — or any information or data transmitted between a Workday Offering and your separately licensed Tableau software application which is enabled by the Connector — is not part of the Service and is not Customer Data as defined in Customer's MSA or Customer Content as defined in Customer's UMSA (or any other such equivalent term in Customer's MSA or UMSA with Workday, or other relevant Workday Offering terms). Workday is not responsible for any data, content, or any disclosure, modification or deletion of any information or data resulting from access or failure to access the applicable Workday Offering.

3. Term

3.1. Term and Termination. This Agreement will remain in effect until the earlier of: (a) termination by you or Workday; (b) your violation of this Agreement; (c) your removal or deletion of the Connector; or (d) termination or expiration of your license to the Workday Offering with which the Connector is used. Workday may terminate the Agreement for any reason upon notice. Upon termination of this Agreement, your license to use the Connector will automatically terminate, and you will cease any use of the Connector and delete or destroy all copies of the Connector in your possession.

3.2. Survival. Sections 1.2, 1.3, 1.4, 2, 3.2, 4, 5, 6, 7, 8 and 9 will survive any expiration or termination of this Agreement.

4. Disclaimer of Warranties. THE CONNECTOR IS PROVIDED "AS IS" AND AT YOUR OWN RISK. WORKDAY DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES, CONDITIONS OR UNDERTAKINGS OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH REGARD TO THE CONNECTOR OR ANY DATA, CONTENT OR OTHER COMPONENT THEREOF, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR

PURPOSE, HOSTING AVAILABILITY OR NONINFRINGEMENT. WORKDAY DISCLAIMS ALL LIABILITY FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD PARTY SERVICE OR SOFTWARE, INCLUDING THE TABLEAU SOFTWARE ASSOCIATED WITH THE CONNECTOR. WORKDAY MAY DISCONTINUE THE CONNECTOR AT ANY TIME IN ITS SOLE DISCRETION. NOTHING IN THIS SECTION LIMITS EITHER PARTY'S WARRANTIES UNDER OTHER AGREEMENTS, INCLUDING ANY AGREEMENTS YOU MAY HAVE WITH WORKDAY OR ITS AFFILIATES FOR USE OF WORKDAY PRODUCTS.

5. Support and Maintenance. Workday has no obligation to provide any updates, maintenance, or support for the Connector, or to modify or maintain any Workday Offering in any way to accommodate ongoing use of the Connector. Workday does not support or have responsibility for the other products, services, data, sites, or other materials that you use with or incorporate the Connector, such as the Tableau software application. However, Workday may, in its sole discretion, make available support, updates or maintenance for the Connector, when and if made commercially available by Workday as part of a Workday Offering.

6. Limitation of Liability. IN NO EVENT WILL WORKDAY OR ANY OF ITS AFFILIATES HAVE ANY LIABILITY UNDER THIS AGREEMENT TO YOU OR ANY OTHER THIRD PARTY FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES BASED ON LOST PROFITS, DATA, BUSINESS OR USE, HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WORKDAY'S LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED \$1,000.00.

7. Confidential Information. All code, inventions, know-how, business, technical and financial information, and other confidential and proprietary information you obtain from Workday in connection with this Agreement constitute the confidential property of Workday ("Confidential Information"). Any software (including the Connector), documentation or technical information provided by Workday (or its agents), performance information relating to the Connector and the terms of this Agreement are Confidential Information of Workday without any marking or further designation. Except as expressly authorized by Workday, you will hold in confidence and not disclose any Confidential Information to anyone other than your 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. You will ensure that your Representatives comply with this Agreement and will be responsible for any unauthorized use or disclosure of Confidential Information by such Representatives. Your nondisclosure obligation shall not apply to information which you can document: (a) was rightfully in your possession or known to you prior to receipt of the Confidential Information; (b) is or has become public knowledge through no fault of your own; (c) is rightfully obtained by you from a third party without breach of any confidentiality obligation; (d) is independently developed by your employees 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 Workday). You acknowledge that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by you, Workday shall be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

8. Export Compliance. You acknowledge that the Connector is subject to United States export control and economic sanctions laws, regulations, and requirements, and to import laws, regulations, and requirements of foreign governments. You shall comply with the applicable export laws and regulations of the United States and other applicable jurisdictions in your use, export, or import of the Connector.

Without limiting the generality of the foregoing, you shall not make the Connector available to any person or entity that: (1) is located in a country that is subject to a European Union, United Nations or U.S. government embargo; (2) is listed on any European Union, United Nations or U.S. government list of prohibited or restricted parties; or (3) is engaged in activities directly or indirectly related to proliferation of weapons of mass destruction.

9. General

9.1. Assignment. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Workday may assign this Agreement to any affiliate or in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of Workday's assets or voting securities. You may not assign or transfer this Agreement, in whole or in part, without Workday's written consent. Any attempt to transfer or assign this Agreement without such written consent will be null and void.

9.2. Severability. If any provision of this Agreement will be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision will be limited to the minimum extent necessary so that this Agreement will otherwise remain in effect.

9.3. Workday Contracting Entity, Notices, Governing Law and Venue. The Workday entity entering into this Agreement, and the address to which you should direct notices under this Agreement is: Workday, Inc., 6110 Stoneridge Mall Road, Pleasanton, CA 94588, USA. This Agreement, and all claims relating to or arising from this Agreement, are governed exclusively by laws of the State of New York, without regard to its conflicts of laws rules. Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

9.4. Audit Rights. Any monitoring, inspection or audit rights Workday or its affiliates have under any Workday Offering agreement with respect to the relevant Workday Offering will also apply with respect to the Connector, notwithstanding any expiration or termination of the Workday Offering agreement.

9.5. Government End-Users. The Connector is commercial computer software. If the user or licensee of the Connector is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Connector, or any related documentation of any kind, including technical data and manuals, is restricted by a license agreement or by the terms of this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Connector was developed fully at private expense. All other use is prohibited.

9.6. Modifications. Workday may modify this Agreement from time to time by giving notice to you through the Connector, Workday Offerings, or on the applicable exchange on which the Connector is available. The modified Agreement will become effective on the date set forth in the notice, and all other changes will become effective upon posting of the change. If you access or use the Connector after the effective date, that use will constitute your acceptance of any revised terms and conditions.

9.7. Amendments; Waivers. Except as otherwise provided in this Agreement, no supplement, modification, or amendment of this Agreement will be binding, unless executed in writing by a duly authorized representative of each party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived.

9.8. Entire Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications between you and Workday relating to the Connector.