

ALTERYX DATA PROCESSING AGREEMENT

This Alteryx Data Processing Agreement (“**DPA**”) is incorporated into and supplements the Agreement (as defined below) and solely applies to the processing of Customer Content by Alteryx and Alteryx’s Affiliates. In the event of a conflict between this DPA and any other documents that comprise the Agreement, this DPA controls with respect to Alteryx’s processing of Personal Data for or on behalf of Alteryx’s customers.

1. Definitions

Capitalized terms have the meaning given to them in the Agreement, unless otherwise defined below.

Term	Definition
Agreement	The Alteryx End User License Agreement or the master agreement (e.g., Master License Agreement) between Alteryx and its customers (each, “ Customer ” or “ Licensee ”) governing the Services.
Applicable Law	The relevant data protection and data privacy laws, rules, and regulations directly applicable to this DPA, including, but not limited to, the General Data Protection Regulation (EU 2016/679) (“ GDPR ”) and the California Consumer Privacy Act and California Privacy Rights Act (“ CCPA/CPRA ”), the Virginia Consumer Data Protection Act (“ VCDPA ”), and any successor laws, rules and regulations. For the avoidance of doubt, “Applicable Laws” will include other state, federal, and international data protection and data privacy laws not expressly named above to the extent applicable to this DPA, including any new laws, rules and regulations that take effect during the term of this DPA (e.g., the Colorado Privacy Act, the Connecticut Data Privacy Act, the Utah Data Privacy Act).
Customer Content	Any data or information that a customer uploads, connects to, or imports into the Services, from its internal data sets or other sources not supplied by Alteryx (e.g., Licensee-Sourced Data) to facilitate customer’s use of such Services, together with any workflows, recipes, insights, or other materials created by customer using the Services, and any log-in credentials for accessing or linking to third-party data sources while using the Services. Customer Content includes logs uploaded by the Customer related to a support request and any raw data provided or made accessible to Alteryx or its Subprocessors in providing professional services pursuant to an Order Form. For the avoidance of doubt, Customer Content is considered “Licensee-Sourced Data” or “Licensee Content” under the Agreement. Usage Data is expressly excluded from Customer Content.
Personal Data	Collectively referred to as “Personal Data” for the purposes of this DPA, encompasses “personal data”, “personally identifiable information”, or “personal information” as defined under Applicable Law.
“process”, “processes”, “processing” and “processed”	Any operation or set of operations performed on data or sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, or otherwise making available, alignment or combination, restriction, erasure, or destruction.
SCCs	The Standard Contractual Clauses approved by the European Commission under Decision 2021/914 of 4 June 2021, as currently provided at https://eurlex.europa.eu/eli/dec_impl/2021/914/oj , as may be modified or supplemented from time to time.
Security Incident	An unauthorized or unlawful breach of Alteryx security leading to the accidental or unauthorized destruction, loss, alteration, disclosure of, or access to Customer Content.
Services	All Alteryx cloud-based products, professional services, and support services provided to a customer pursuant to an Order Form.
Subprocessor	Contractors, vendors and third-party service providers engaged by Alteryx to process Customer Content on terms consistent with this DPA.
Usage Data	Data that Alteryx collects directly from users of its Services to monitor the performance of the Services, provide support and troubleshooting, verify authorized use of the Services for security and licensing purposes, and in aggregated and de-identified form, improve the Services.

2. Obligations of the Parties

2.1. **Role of the Parties.** For purposes of this DPA, the parties may act in the following capacities:

Party	Role	Description of Role
Customer	Controller	Customer is deemed a controller if it determines the purposes and means of processing of Personal Data in Customer Content.
	Processor	To the extent a third party determines the purposes and means of Customer's processing of Personal Data in Customer Content, Customer's role will be a processor, provided that Customer will act in the capacity of a controller with respect to this DPA and any controller instructions provided to Alteryx hereunder.
Alteryx	Processor	Alteryx is acting in the capacity of a processor or subprocessor, as applicable, on behalf of Customer with respect to Customer Content.

The terms "controller", "processor", and "subprocessor" have the meanings set forth in the GDPR (or equivalently defined terms under other Applicable Laws).

2.2. **General Compliance.**

- a. Alteryx will process Customer Content in material compliance with this DPA and Applicable Law.
- b. Customer will materially comply with its obligations as a controller or processor with respect to this DPA and Applicable Law. If Customer processes Customer Content on behalf of a third party, Customer is solely responsible for ensuring that use of the Services and any instructions provided to Alteryx pursuant to this DPA comply with all instructions of such third-party controller.

2.3. **CCPA/CPRA.** The Parties acknowledge that Alteryx is a "Service Provider" (as defined by CCPA/CPRA) with respect to the processing of Customer Content under this DPA. Alteryx does not provide Customer with monetary or other valuable consideration in exchange for any Personal Data contained within Customer Content. Except as required by applicable law or regulation, Alteryx will not collect, access, use, disclose, process, or retain Personal Data contained in Customer Content for any purpose other than providing the Services or another business purpose expressly permitted by 11 CCR § 7051(c), this DPA, or the Agreement. Alteryx will not sell or share (as "sell" and "share" are defined and governed by Applicable Law, including CCPA/CPRA) any Personal Data subject to this DPA.

2.4. **Controller Instructions.** Alteryx will process Customer Content in accordance with Customer's written instructions and as outlined in [Schedule 1](#) and any Customer configuration of the Services. Customer acknowledges and agrees that it is solely responsible for understanding and applying any laws, regulations, or standards specific to Customer's industry or Customer Content. This DPA and the Agreement, together with any Customer configuration of the Services, set out Customer's complete instructions regarding Alteryx's processing of Customer Content. Additional instructions (if any), other than a written instruction from Customer to Alteryx to suspend or stop processing Customer Content, will require a prior, written amendment to this DPA.

2.5. **Customer Contacts.** For Customer and those entities that Customer permits to use the Services, Customer acts as a single point of contact and is solely responsible for obtaining any relevant authorizations, consents and permissions for the processing of Customer Content in accordance with this DPA, including, if applicable, Customer's use of Alteryx as a processor or subprocessor hereunder. When Alteryx informs or gives notice to Customer under this DPA, such information or notice is deemed received by those entities permitted by Customer to use the Services and it is Customer's responsibility to forward such information or notices to such entities.

2.6. **Data Subject Requests.** The Services do not include a means by which Alteryx can access Customer Content in a manner necessary to determine whether Personal Data exists in such Customer Content, or to identify and take action with respect to a specific individual whose Personal Data may be included in Customer Content. With respect to data subject requests made pursuant to Applicable Law:

- a. Alteryx may provide Customer with self-service options for managing any Customer Content hosted by Alteryx in cloud-based products;
- b. solely to the extent that Customer is unable to satisfy any data subject request pertaining to Customer Content, Alteryx will provide reasonable assistance to Customer to comply with Customer's obligations under Applicable Law; or
- c. if, when a data subject makes a data access request to Alteryx, the individual specifically identifies Customer as the controller of Personal Data processed by Alteryx as part of Customer Content, Alteryx will, to the extent required by Applicable Law, promptly inform and reasonably cooperate with Customer regarding the request. In all other circumstances, Alteryx will advise the data subject to directly contact the appropriate controller with respect to such data access request.

For the avoidance of doubt, except when Alteryx is required to respond to a data access request under Applicable Law, Customer is solely responsible for all responses and actions required by a data subject request pertaining to Customer Content.

- 2.7. **Agreement Limitations Apply.** To the maximum extent permitted by Applicable Law, including Clause 12 of the SCCs (Liability), any claims brought under or in connection with this DPA, including any claims brought by those entities that Customer authorizes to use the Services pursuant to the Agreement, will be subject to the exclusions and limitations set forth in the Agreement.
- 2.8. **No Third-Party Beneficiaries.** Except as expressly required by Applicable Law, including Clause 3 of the SCCs (Third Party Beneficiaries), no one other than a party to this DPA, its successors and permitted assigns has any rights under this DPA or may enforce its terms.
- 2.9. **Usage Data.** As set forth in the Agreement, Alteryx collects Usage Data directly from users of its Services in the ordinary course of its business and for Alteryx's internal business operations. To the limited extent that Usage Data may contain Personal Data, Alteryx collects such Personal Data directly from its users as an independent controller in accordance with Alteryx's Privacy Policy found at <https://www.alteryx.com/privacy>.

3. Subprocessors

- 3.1. **Subprocessor Changes.** SCC Clause 9(a), Option 2 (General Written Authorization), governs Alteryx's use of Subprocessors of Customer Content to deliver the Services. Alteryx's list of Subprocessors for Customer Content can be found at <https://www.alteryx.com/subprocessors>. This list will be updated at least thirty (30) days in advance of any intended Subprocessor changes. To receive notice of such changes via email, Customer must subscribe to Subprocessor updates. If Customer does not subscribe to email updates, Alteryx's posting of the updated Subprocessor list on its website will be deemed to constitute notice to Customer in accordance with this provision. Customer will have fifteen (15) calendar days following provision of notice in accordance with this Section 3.1 to object in writing to a new Subprocessor of Customer Content. In the event Customer objects within such 15-day period, Alteryx will make commercially reasonable efforts to address Customer's good faith objection based on data privacy concerns, or, where feasible, to suggest a commercially reasonable change to Customer's configuration of the Services to avoid processing of Customer Content by the objected-to Subprocessor.
- 3.2. **Subprocessor Security.**
 - a. Alteryx will perform appropriate due diligence, including through security reviews, of all Subprocessors prior to engagement to process Customer Content. Subprocessors will be assessed annually to validate the Subprocessors' material compliance with Alteryx's stated privacy and security obligations.
 - b. Alteryx will contractually bind all Subprocessors to terms no less stringent than those applicable to Alteryx under this DPA to the extent of the services performed by the Subprocessor.

- c. Alteryx is responsible for the performance of obligations by a Subprocessor to the same extent such obligations were directly performed by Alteryx under this DPA, and Alteryx will remain liable for the acts and omissions of its Subprocessors with respect to the processing of Customer Content.

4. SCCs and International Transfers

- 4.1. **Processing Locations.** Alteryx may transfer and process Customer Content, including any Personal Data, in the United States and in other locations throughout the world where Alteryx, its Affiliates or its Subprocessors maintain data processing operations, provided that such processing complies with the requirements of this DPA and Applicable Law.
- 4.2. **Transfers from the EEA.** To the extent that Personal Data under this DPA is transferred by or on behalf of Customer from within the European Economic Area (EEA) to Alteryx in a jurisdiction outside of the EEA, and to the extent such transfer is restricted under the GDPR, the Parties agree that the SCCs will provide the appropriate transfer safeguards, subject to the following modifications:

SCC Reference	Title	Application
Module Two and Module Three	<u>Module Two</u> : Controller to Processor <u>Module Three</u> : Processor to Processor	Module Two or Module Three will apply, depending on whether Customer is a controller or processor of the Customer Content. In each case, Alteryx is a processor to Customer.
Clause 7	Docking Clause	The optional docking clause will apply.
Clause 9(a), Option 2	Use of Subprocessors	General Written Authorization will be used for Subprocessors as described in Section 3.1 above.
Clause 11	Redress	The optional language regarding independent dispute resolution will not apply.
Clause 17, Option 1	Governing Law	The SCCs will be governed by the laws of Germany.
Clause 18(b)	Forum and Jurisdiction	All disputes will be resolved before the courts of Germany.
Annex I	List of Parties, Description of Transfer and Competent Supervisory Authority	<u>Annex I</u> is deemed completed with the information set out in Schedule 1 to this DPA.
Annex II	Technical and Organisational Measures Including Technical and Organisational Measures to Ensure the Security of the Data	<u>Annex II</u> is deemed completed with the information set out in Schedule 2 to this DPA.
Annex III	List of Subprocessors	<u>Annex III</u> is deemed completed using the Subprocessor List found at https://www.alteryx.com/subprocessors .

- 4.3. **Transfers from the United Kingdom, Switzerland, or Brazil.** To the extent that Personal Data under this DPA is transferred by or on behalf of Customer from within the United Kingdom, Switzerland, or Brazil (each a “**Restrictive Jurisdiction**”) to Alteryx in a different jurisdiction, and to the extent such transfer is restricted under Applicable Law, the SCCs, as modified above, provide the appropriate safeguards required of such a transfer, subject to the following additional modifications:

a. **References Modified.**

SCC References	Modification to the SCC References
"Regulation (EU) 2016/679", "the Regulation", or the GDPR	Will be interpreted as references to the Applicable Law of the Restrictive Jurisdiction.
Articles of the GDPR	Where required or appropriate, references to specific Articles will be replaced with the equivalent article or section of the Applicable Law of the Restrictive Jurisdiction.
"EU", "Union" and "Member State"	Will be replaced with references to the Restrictive Jurisdiction.
"Competent supervisory authority"	Will be the UK Information Commissioner, the Swiss Federal Data Protection and Information Commissioner, or Brazil's National Data Protection Authority, as applicable.
"Competent courts"	Will mean the courts of England and Wales, Switzerland, or Brazil, as applicable.

b. **Governing Laws; Forum and Jurisdiction.** In Clause 17 and Clause 18(b), the SCCs will be governed by the laws of England and Wales, Switzerland, or Brazil, as applicable, and disputes will be resolved before the courts of England and Wales, Switzerland, or Brazil, as applicable.

c. **The United Kingdom's Addendum.** The United Kingdom's Addendum to the SCCs is incorporated as follows:

- i. The International Data Transfer Addendum to the EU Commission Standard Contractual Clauses (version B1.0), in force 21 March 2022 (the "**Addendum**"), provides appropriate safeguards required of applicable transfers under this DPA. Part 2 of the Addendum, *Mandatory Clauses of the Approved Addendum*, which is template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18 of those Mandatory Clauses, is incorporated into and supplements the SCCs; and
- ii. Annex III to the Addendum is deemed completed using the Subprocessor list found at <https://www.alteryx.com/subprocessors>.

5. Information Security Program

- 5.1. **Technical and Organizational Measures.** Alteryx maintains appropriate technical and organizational measures designed to protect Personal Data as required by Applicable Law (the "**Information Security Program**") and as identified in [Schedule 2](#). Alteryx will regularly monitor the effectiveness of its Information Security Program and implement additional security measures as reasonably appropriate to maintain the security of the Services with respect to Alteryx customers and Customer Content generally.
- 5.2. **Program Updates.** Customer acknowledges that the Information Security Program may be updated or modified from time to time, provided that such updates and modifications do not result in the degradation of the overall security of the Services.
- 5.3. **Customer Use of Services.** Except as provided by this DPA, Customer is responsible for its secure use of the Services, including securing its account authentication credentials, protecting the security of Customer Content when in Customer's possession or control, ensuring the secure transmission of Customer Content to and from the Services, and taking any appropriate steps to securely encrypt or backup any Customer Content.

6. Audits

- 6.1. **Security Questionnaires.** Customer may reasonably request that Alteryx provide assurance of Alteryx's compliance with its obligations to Customer hereunder upon at least thirty (30) days' prior written notice through the submission of security questionnaires or a request for the most recent, relevant third-party

certifications or summary executive findings pertaining to Alteryx's Information Security Program. Notwithstanding any requests made by data protection authorities or as otherwise required by Applicable Law, Customer may make a request under this Section 6.1 no more than once per rolling calendar year. In lieu of providing responses to customer-specific security questionnaires, Alteryx may provide industry accepted security questionnaire responses, such as CSA Consensus Assessment Initiative Questionnaires responses (CAIQs) or Security Information Gathering Questionnaire responses (SIGs). If these industry accepted security questionnaire responses do not adequately address substantive questions included in a customer-specific security questionnaire, Alteryx will provide commercially reasonable assistance to Customer in providing appropriate responses to those questions.

- 6.2. **Remote Audits.** Solely to the extent expressly permitted by the SCCs or Applicable Law, Customer may, at Customer's expense, request reasonable supplementary information through a remote audit of the Information Security Program and Alteryx's related policies and procedures. Any such remote audit may be conducted by Customer or a mutually acceptable third-party auditor subject to an Alteryx non-disclosure agreement. The Parties will reasonably cooperate and agree in advance as to the time, manner, and scope of this audit. Notwithstanding any requests made by data protection authorities or as otherwise required by Applicable Law, Customer may make an audit request under this Section 6.2 no more than once per rolling calendar year.
- 6.3. **Rights to Audit under the SCCs.** The Parties understand and agree that the audit rights of Customer pursuant to this DPA and Clause 8.9 of the SCCs (Documentation and compliance) are met by the means outlined in this Section 6.
- 6.4. **Cooperation.** Taking into account the nature of processing and information available to Alteryx, Alteryx will reasonably cooperate with Customer as necessary (a) for Customer to comply with its obligations under Applicable Law, or (b) to address Customer's concerns if Customer has a reasonable and good faith belief that Alteryx's processing of Customer Content does not comply with Applicable Law. In each case, Customer must provide reasonably sufficient details to Alteryx as needed to understand the basis for Customer's requests or concerns.

7. Deletion of Licensee Content and Termination

- 7.1. **Data Deletion.** Customer is responsible for using the provided self-service functionality to delete all Customer Content uploaded to any web-based products prior to expiration or termination of the Agreement, provided that Customer may request reasonable assistance with such deletion prior to the date of expiration or termination by opening a support request. In any event, Personal Data subject to this DPA must be deleted in accordance with the time periods specified by Applicable Law.
- 7.2. **Data Transfer Option.** Where expressly designated in an Order Form, Alteryx may provide Customer a limited, specified period following termination or expiration (not to exceed 30 calendar days) during which Customer may use self-service tools to back-up or export Customer Content from Alteryx cloud-based products. Notwithstanding the foregoing, following any such specified period of retention for Customer's benefit, Alteryx will have no obligation to retain Customer Content.
- 7.3. **Termination.** This DPA terminates simultaneously and automatically with deletion of all Customer Content following termination or expiration of the Agreement.

8. Security Incidents

- 8.1. **Security Incident Procedures.** Alteryx will implement and maintain policies and standards to detect, respond to, and otherwise address Security Incidents including procedures to (a) identify and respond to suspected or known Security Incidents, mitigate harmful effects of Security Incidents, and document Security Incidents and their outcomes, and (b) restore the availability or access to Customer Content in a timely manner.

8.2. **Notice.** Alteryx will provide prompt written notice (email will suffice) to Customer, without undue delay and where feasible, once Alteryx's Information Security team becomes aware that a Security Incident has taken place, except to the extent such notice is restricted by law enforcement or may permit exploitation of the Security Incident. To the extent known by Alteryx, such notice will include all available details required under Applicable Law to enable Customer to comply with its notification obligations to regulatory authorities or individuals affected by the Security Incident, including a description of the Security Incident, the types of data or number of users whose Personal Data may be impacted, and the remediation efforts taken or planned. If and to the extent Alteryx confirms that a Security Incident impacts Personal Data included in Customer Content, Alteryx will provide notices required by this Section 8.2 in the time and manner required by Applicable Laws and the SCCs. Alteryx shall take commercially reasonable steps to contain and remedy the Security Incident and to prevent any further such incidents.

SCHEDULE 1 (Annex I to the SCCs)

A. LIST OF PARTIES

Data exporter(s):

Name: Customer, as named in the Agreement

Address: See Agreement

Contact person's name, position and contact details: See Agreement

Activities relevant to the data transferred under these Clauses: Upload to, storage of, and use of any Personal Data included in Customer Content with the Services for Customer's benefit or the benefit of Customer's employees, customers, and partners.

Role (controller/processor): controller or a processor on behalf of a third party.

Data importer(s):

Name: Alteryx, Inc.

Address: 17200 Laguna Canyon Rd, Irvine, CA 92618 USA

Contact person's name, position and contact details:

Jennifer Sivan Davide

Senior Director, Privacy and Product Counsel and Data Protection Officer

jennifer.davide@alteryx.com

Activities relevant to the data transferred under these Clauses:

Hosting of Customer Content, which may, in Customer's sole discretion, include Personal Data

Role (controller/processor): processor on behalf of Customer

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred

Solely determined by Customer as part of Customer Content.

Categories of personal data transferred

Solely determined by Customer as part of Customer Content.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

Any use of the Services with Customer Content that contains sensitive data is at Customer's sole discretion, in accordance with Schedule 2.

The frequency of the transfer (e.g., whether the data is transferred on a one-off or continuous basis).

Frequency of transfers of Customer Content that include Personal Data are at Customer's sole discretion in its use of the Services.

Nature of the processing

Hosting of Customer Content, which may contain Personal Data, for Customer's use of the Services.

Purpose(s) of the data transfer and further processing

Personal Data may be transferred as part of Customer Content solely for Customer's use of the Services and for no further processing by Alteryx.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

Customer is solely responsible for determining the retention period of any Customer Content, including Personal Data, during the term of the Agreement.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

Subprocessors engaged to process Customer Content are as outlined at <https://www.alteryx.com/subprocessors>.

C. COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies in accordance with Clause 13

Bavarian State Office for Data Protection Supervision

SCHEDULE 2 (Annex II to the SCCs)

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

Alteryx's Information Security Program Description that details Alteryx's technical and organizational measures is incorporated by reference into this Schedule 2 and is located at: <https://www.alteryx.com/security-standards>.