alteryx

SERVICE LEVEL AGREEMENT FOR CLOUD-BASED PRODUCTS

(FOR ALTERYX STARTER, PROFESSIONAL, AND ENTERPRISE EDITIONS)

This Alteryx Service Level Agreement ("**SLA**") describes the service level agreement of Alteryx for the Cloud-Based Products for Customers who have an active, paid subscription to one of the following Cloud-Based Product(s) as specified on an Order Form and in the governing terms therein (the "**Agreement**"): **Alteryx Starter Edition, Alteryx Professional Edition, or Alteryx Enterprise Edition** (each, an **"Edition")**. This SLA is governed by the Customer's Agreement. For older Cloud-Based Products not purchased as part of an Edition, refer to the Service Level Agreement for Cloud-Based Products (Legacy).

1. DEFINITIONS. Capitalized terms not defined herein will have the same meaning as defined in the Agreement.

1.1. **"Cloud-Based Products"** shall have the meaning defined in the Agreement. If there is no such definition in the Agreement, **"Cloud-Based Products"** means the Cloud Products and AI Features that Customer has licensed.

1.2. **"Calendar Month"** means the calendar month in which this SLA applies, and which uptime Percentage is being calculated.

1.3. **"Available"/ "Availability"** means an Authorized User can create and modify requests for: a workspace single sign-on, a connection, a user, and a Scheduled Job to the Analytics Cloud Platform API that conforms to the Cloud Documentation, and that results in a non-error response for the Cloud-Based Products. This definition does not include Cloud-Based Products that are designated as preview, beta, trial, or pre-general release (unless otherwise included as specified herein or in the applicable Cloud-Based Products documentation).

1.4. **"Downtime"** means the minutes during the Calendar Month when the Cloud-Based Products are not Available to the Customer, save for any Excluded Minutes.

1.5. **"Excluded Minutes"** means the minutes that the Cloud-Based Products are not Available caused by any of the following:

(A) Maintenance Minutes;

(B) emergency maintenance periods necessary to prevent imminent harm to the Cloud-Based Products;

(C) errors or performance issues arising from (i) force majeure events, any law, regulation or order issued by the government, or other factors outside of our reasonable control (e.g., a network or device failure external to our data center); (ii) software, hardware, services, or other products not provided by or on behalf of Alteryx); (iii) any breach of the Agreement by Customer; (iv) Customer exceeding or making attempts to exceed limits or quotas listed in the Agreement or Admin Console; or (v) Internet access or related problems beyond the demarcation point of the applicable Cloud-Based Product;

(D) Customer's failure to adhere to Alteryx's acceptable use policies or documented recommendations, including hardware or software configuration necessary to meet minimum system requirements, for the Cloud-Based Products, or Customer's continued use of the Cloud-Based Product after Alteryx advised Customer to modify its use of such Cloud-Based Product;

(E) Alteryx's suspension or termination of Customer's right to use the applicable Cloud-Based Product.

1.6. **"Maximum Uptime"** means the total minutes In the Calendar Month minus Maintenance Minutes during the same Calendar Month.

1.7. **"Maintenance Minutes"** means the number of minutes accrued during maintenance performed by Alteryx that results in the Cloud-Based Products not being Available, but only where Alteryx has provided Customer with reasonable advance notice.

1.8. "**Minimum Uptime Percentage**" means, for the applicable Cloud-Based Products, the minimum Uptime Percentage specified in **Section 3** of this SLA for such Cloud-Based Products.

1.9. **"Uptime Percentage"** means the Maximum Uptime minus Downtime and divided by Maximum Uptime.

2. UPTIME PERCENTAGE AND CREDITS.

2.1. During a particular calendar month within the term of the Agreement, if the Uptime Percentage is lower than Minimum Uptime Percentage and Customer notifies Alteryx Technical Support about such Downtime within 90 days of the Downtime, then Alteryx will provide Customer with a credit as specified in Section 2.3 and Section 3 below ("**Service Credit**").

2.2. Customer's notification must include all information necessary for Alteryx to validate the claim, including (i) a detailed description of the incident and Downtime and (ii) descriptions of your attempts to resolve the incident at the time of occurrence.

2.3. Service Credits will be made in the form of a monetary credit applied to future purchases of Alteryx products and services. Alteryx will issue a credit memo to Customer within 90 days after the Service Credit was requested.

2.4. If Alteryx fails to meet the Minimum Uptime Percentage for a Cloud-Based Product for three months in any rolling twelve-month period, Customer may terminate the applicable Cloud-Based Product.

2.5. Service Credits and the above termination right are Customer's sole and exclusive remedies for any performance or availability issues for any Cloud-Based Products under the Agreement and this SLA. Customer may not unilaterally offset its applicable fees for any performance or availability issues.

3. CLOUD-BASED PRODUCTS SLA FOR ALTERYX STARTER, PROFESSIONAL, AND ENTERPRISE EDITIONS

3.1. Minimum Uptime Percentage: 99.5%

3.2. Service Credits:

Availability	***Credit (% of Monthly Subscription Fee)****
Less than 99.5%	*1%*
Less than 99.0%	*2.5%*
Less than 95.0%	*5%*

*The "Monthly Subscription Fee" will be calculated based upon the fees for the applicable Cloud-Based Product as stated in the applicable Agreement. If such fees are annual fees, then the Monthly Subscription Fee will be equal to the annual fees applicable to the product divided by 12. If the Cloud-Based Product consists of multiple modules, the credit amount listed above will be paid against the Uptime Percentage for all modules and as a percentage of the price of the entire Cloud-Based Product. For clarity, multiple modules being concurrently not Available shall be considered a single Downtime event.