alteryx

SYNDICATED DATA TERMS

If Customer purchased a license to Syndicated Data, the following terms apply to Customer's use of the Syndicated Data. Such terms may be updated from time to time by Alteryx at https://www.alteryx.com/la-data. As used herein, "**Data Providers**" shall mean providers of Syndicated Data, including their third-party suppliers.

1. LICENSE, RESTRICTIONS, AND CUSTOMER OBLIGATIONS.

1.1. Output Provision. Customer may use the Syndicated Data solely through the Purchased Products to create Results within the scope of the license provided under the applicable Order Form (the "**Output Provision**"). Alteryx may, at any time, remove, alter, restrict, suspend, or prohibit Customer's access to or use of any Syndicated Data (or require that Customer cease accessing or using any Syndicated Data) if and to the extent required by any Data Provider, or as required by Applicable Law or by any order of a court or government authority, and Alteryx shall have no liability to Customer arising from any such action.

1.2. Previewing and Testing. Data samples provided by Alteryx for the purpose of previewing or testing a new data set may not be used under the foregoing Output Provision and such samples may only be used for internal, non-commercial review or purposes. Alteryx, at its option, at any time during the term of the Agreement or any Order Form, may substitute data vendors of the Syndicated Data and the data provided by such data vendors, provided that the data substituted is of the same or better utility as the data provided to Customer prior to such substitution.

1.3. Security and Restrictions. Customer shall maintain appropriate security measures at least equivalent to those normally used by Customer with respect to licensed software and data products, provided such measures provide at least a reasonable degree of care, to prevent the accidental or otherwise unauthorized access to or use, modification or disclosure of the Syndicated Data. Customer shall not permit unauthorized copying of the Syndicated Data, use the Syndicated Data to provide competitive information about Data Providers to third-parties, nor export or download the Syndicated Data on a stand-alone basis out of the Alteryx proprietary format in which it was provided to Customer by Alteryx. Syndicated Data may only be used in connection with the Purchased Product with which such data has been provided or in which such data has been incorporated and embedded and may not be directly accessed by any personnel of Customer that is not an Authorized User of such Purchased Product, regardless of whether such personnel has access to other Purchased Products. Any Results must include the applicable attribution as described at http://www.alteryx.com/data-copyright-guidelines. Data Providers may request certification that Customer's use of the Syndicated Data is in compliance with the terms herein and Customer agrees to comply with any such request.

1.4. Development Restrictions. Customer shall not use the Syndicated Data (including any Derivative Information) to (i) develop a substitute for the Syndicated Data or a competitive data offering or (ii) in or with any proprietary or third party generative Artificial Intelligence Technology (such as but not limited to, ChatGPT and Gemini for Google Workspace), including without limitation, to train, ground, prompt, or tune large language models ("**LLMs**"), foundation models, or other generative Artificial Intelligence Technology. "**Artificial Intelligence Technology**" means machine-based systems that are designed to operate with varying levels of autonomy, and that can, for a given set of objectives, infer, from the input received, how to generate predications, recommendations, content, or decisions that influence physical or virtual environments, including, but not limited to, deep learning natural language processing algorithms, LLMs, small language models, generative artificial intelligence systems, or any derivative technologies and applications, both as they exist today and as they may evolve in the future. "**Derivative Information**" means any enhancements, modifications, or derivative works from and of Syndicated Data, in whole or in part (including in anonymized form). The restriction in this Section 1.4 does not apply to the creation of traditional predictive models that are not competitive to the Syndicated Data, including developing models that utilize Syndicated Data for predictive analytics, segmentation, and other traditional data science applications.

2. SPECIFIC USE CASES

2.1. Financial Decisions. Customer agrees (i) that Syndicated Data may be used solely as one factor in Customer's credit, insurance, marketing or other business decisions and that Customer is expressly prohibited from using the Syndicated Data as a factor in establishing an individual's eligibility for (a) credit or insurance to be used primarily for personal, family or household purposes; or (b) employment; (ii) not to use the Syndicated Data to engage in unfair or deceptive practices; and (iii) it shall comply with all Applicable Laws in connection with use of the Syndicated Data hereunder.

2.2. TomTom Data. Customer also agrees, with regards to the use of data from the Data Provider TomTom North America that is provided as part of the Syndicated Data ("**TomTom Data**"):

(a) the use of TomTom Data with a non-TomTom map may result in increased variance between the location displayed on the map and ground truth location;
(b) Customer shall not provide, display or allow access to actual numerical latitude and longitude coordinates from TomTom Data to any third parties;
(c) Customer shall not use the TomTom Data to create or assist in the creation of a database of geospatial data with road geometry and street names, routing attributes that enable turn-by-turn navigation on such road geometry, or latitude and longitude of individual addresses and house number ranges; and
(d) Customer shall not use TomTom Data for in-flight or drone navigation or in connection with any high risk systems, devices, products or services that are critical to the health and safety or security of people and property.

2.3. Experian Data. Customer may use data from the Data Provider Experian Marketing Solutions that is provided as part of the Syndicated Data ("**Experian Data**") to Match Client data to Experian Data for internal analytics use only, which shall include research, Client analysis, Client profiling, Client segmentation, Direct Marketing campaigns to Clients (for internal analytics purposes only), reporting (including media planning reports), and Modeling. Customer may not use the Experian Data for tactical Direct Marketing campaign execution based on Client name and address or telephone number variables from the Experian Data. Experian Data that is used for data appending shall be restricted to a direct match of either name and address, or telephone number off of the Customer's client database.

For the purposes of this **section 2.3**:

(a) **"Client"** means a consumer:
  (i) who has voluntarily provided Customer with contact information that may include any of name and address, email address, or telephone number;
  (ii) engaged in a monetary transaction with Customer;
  (iii) whose name and address, email address, or telephone number is owned by Customer; or
  (iv) whose name and address, email address, or telephone number is leased, licensed or rented by Customer and used for internal analytics purposes only and not for prospecting purposes;

(b) **"Direct Marketing"** means contacting (e.g., via mail, telephone or email) an audience using individual name and address, email or telephone variables;

(c) **"Match"** means by matching Customer Client data to Experian Data by means of a Client name and address or telephone match within the Experian Data; and

(d) **"Modeling"** means an algorithm derived in whole or in part from Experian Data that is predictive of certain consumer behaviors.

3. WARRANTY AND INDEMNITY

3.1. No Warranty. Notwithstanding anything to the contrary in this Agreement, Alteryx and Data Providers make no representations or warranties of any kind with respect to the accuracy, completeness, timeliness, merchantability or fitness for a particular purpose of the Syndicated Data

or of the media on which the Syndicated Data is provided; expressly disclaim all warranties, express or implied; and provide the Syndicated Data on an “as is” basis.

3.2. Indemnity and Limitation of Liability. Customer shall indemnify, defend and hold harmless Alteryx and Data Providers from any claim, damages or loss arising out of or relating to Customer’s use of the Syndicated Data in violation of this Agreement. Any limitations on liability in this Agreement shall not apply to this indemnity. **Neither Alteryx nor the Data Providers will be liable for any loss, damage or injury whatsoever, or for special, incidental, indirect, consequential or exemplary damages, related to the Syndicated Data, regardless of the form of the claim or whether the party was advised of the possibility of such damages.**

4. DATA SECURITY PROGRAM

Customer represents and warrants that Customer 's licensing, access, and use of Syndicated Data does not and will not constitute a “covered data transaction” as defined in 28 CFR Part 202 (the U.S. Department of Justice’s “**Data Security Program**” implementing Executive Order 14117). Customer further represents and warrants that it will not engage in, or knowingly assist or facilitate, any covered data transaction involving Syndicated Data, including any direct or indirect transfer of, or access to, Syndicated Data to any location in a country of concern or to any covered person regardless of location ("country of concern" and "covered person" are defined in the Data Security Program). This includes all covered transactions to any person or entity affiliated with Customer, including but not limited to its subsidiaries, employees, contractors, subcontractors, vendors, or other third parties acting on Customer’s behalf. Customer shall not participate in any transaction intended to evade, avoid, or cause, or attempt to cause, a violation of the Data Security Program.

5. U.S. GOVERNMENT RESTRICTED RIGHTS

If Customer is an agency, department, or other entity of the U.S. Government, or funded in whole or in part by the U.S. Government, then use, duplication, reproduction, release, modification, disclosure, or transfer of the Syndicated Data is restricted in accordance with the LIMITED or RESTRICTED rights as described in any applicable DFARS or FAR. In case of conflict between any of the FAR and/or DFARS that may apply to the Syndicated Data, the construction that provides greater limitations on the U.S. Government’s rights shall control. Contractor/manufacturer of the TomTom Data is TomTom North America, Inc., 11 Lafayette Street, Lebanon, NH 03766-1445. Phone: 603.643.0330. The TomTom Data are © 2006-2018 by TomTom. ALL RIGHTS RESERVED. For purpose of any public disclosure provision under any federal, state or local law, it is agreed that the Syndicated Data is a trade secret and a proprietary commercial product and not subject to disclosure. If Customer is an agency, department, or other entity of any State government, the U.S. Government or any other public entity or funded in whole or in part by the U.S. Government, then Customer hereby agrees to protect the Syndicated Data from public disclosure and to consider the Syndicated Data exempt from any statute, law, regulation, or code, including any Sunshine Act, Public Records Act, Freedom of Information Act, or equivalent, which permits public access and/or reproduction or use of the Syndicated Data. In the event, that such exemption is challenged under any such laws, this Agreement shall be considered breached and any and all right to retain any copies or to use the Syndicated Data shall be terminated and considered immediately null and void. Any copies of the Syndicated Data held by Customer shall immediately be destroyed. If any court of competent jurisdiction considers this clause void and unenforceable, in whole or in part, for any reason, this Agreement shall be considered terminated and null and void, in its entirety, and any and all copies of the Syndicated Data shall immediately be destroyed.