

## ALTERYX DEPLOYMENT TERMS

### Exhibit A: On-Premise Terms

These On-Premise Terms govern Customer's use of the On-Premise Products and supplements the General Terms.

#### 1. **ADDITIONAL DEFINITIONS.**

**1.1. "On-Premise Product(s)"** means Purchased Products provided to Customer in an off-the-shelf format and deployed by or on behalf of Customer on hardware owned or controlled by Customer.

**1.2. "On-Premise Terms"** means the terms of this On-Premise Terms exhibit.

#### 2. **ADDITIONAL LICENSE SCOPE TERMS**

The grants and restrictions in this **section 2** apply in addition to any use restrictions and other limitations set forth in this Agreement or any Order Form.

##### **2.1. Backup Copies.**

- a) *Reasonable Backups.* Customer may create a reasonable number of backup copies for each Purchased Product Customer has licensed.
- b) *Syndicated Data.* Notwithstanding the foregoing subsection (a), Customer may only make one backup copy for each Syndicated Data license. For clarity, the foregoing limitation is per license, not per user.
- c) *Conditions.* The foregoing license grants to Customer for backup copies are conditioned on Customer ensuring that any backups must:
  - (i) be cold backups, meaning they are completely disconnected from any use environment and not receiving automatic data updates, and those backup copies require a manual activation process to pick up the use environment load during the failure of the primary copies;
  - (ii) be used only for backup or archival purposes;
  - (iii) maintain all Alteryx and Third-Party Licensor information (including copyright notices); and
  - (iv) be retained in a secure location and possession must be retained by Customer.

**2.2. License Restrictions.** Unless otherwise expressly set forth in this Agreement, Customer may not use the On-Premise Products with any other product, service, or technology not provided by Alteryx to perform or schedule automated, bulk, or batched actions or queries;

#### 3. **CUSTOMER CONTENT**

**3.1. Customer Data.** Customer must not provide any Customer Data to Alteryx, except as expressly otherwise agreed to in writing. All processing of Customer Data should occur on Customer systems.

#### 4. **WARRANTY.**

**4.1. Warranty for On-Premise Products.** Subject to **section 9** of the General Terms, the Product and Service Warranty for the On-Premise Products shall be for a period of 90 days from initial delivery to Customer, and shall warrant that the On-Premise Products will operate in substantial conformity with the terms of the Technical Materials and will be, at the time of delivery of the On-Premise Products, free of viruses, Trojan horses, worms, spyware, or other such code designed to maliciously impede in any manner, the intended operation of the On-Premise Products.

## Exhibit B: Cloud Terms

These Cloud Terms govern Customer's use of the Cloud Products and supplements the General Terms.

### **1. ADDITIONAL DEFINITIONS**

**1.1. "Cloud Product(s)"** means Purchased Products hosted by (or on behalf of) Alteryx and provided to Customer as a software-as-a-service offering. For clarity, "Cloud Product(s)" includes any software licensed to Customer by Alteryx to enable access to and use of the Cloud Products or specific functionality within the Cloud Products.

**1.2. "Cloud Terms"** means the terms of this Cloud Terms exhibit.

**1.3. "Customer Content"** means any data or information that Customer uploads, connects to, or imports into the Cloud Products from its internal data sets or other sources not supplied by Alteryx (e.g., Customer Data) to facilitate Customer's use of the Cloud Products. Except as otherwise specified in this Agreement, for the purposes of Cloud Products, Customer Content is considered "Customer Data" under the Agreement. Customer Content is included in the definition of "Customer Data".

### **2. ADDITIONAL LICENSE SCOPE TERMS**

The grants and restrictions in this **section 2** apply in addition to any use restrictions and other limitations set forth in the Agreement or any Order Form.

**2.1. Restrictions.** Unless expressly set forth otherwise in these Cloud Terms or an Order Form, Customer may not use the Cloud Products:

- a) in violation of any Applicable Law;
- b) to send or store infringing, obscene, threatening, or otherwise harmful or unlawful material, including material that violates a third party's privacy rights;
- c) to send or store material containing software viruses, worms, trojan horses, or other harmful computer code, files, scripts, or agents;
- d) in a manner that interferes with or disrupts the integrity or performance of the Cloud Products, including any Cloud Products that Alteryx provides to other customers; or
- e) to gain unauthorized access to the Cloud Products (including unauthorized features and functionality) or to Alteryx's systems or networks;

**2.2. Regional Service Limitations.** Unless otherwise expressly stated in the Order Form, Customer may not use the Cloud Products in mainland China or Russia except at Customer's sole risk. Any use of the Cloud Products in these regions will render Alteryx's obligations for performance, SLA (as defined below), warranties, and support requirements (as set out in the Agreement, including the Technical Materials and the Order Form) null and void for the use in such regions. Customer warrants and agrees that Customer shall not use the Cloud Products in any other country or territory where usage is restricted by local laws or regulations or by the laws or regulations of the U.S.

#### **2.3. Customer Responsibilities.**

- a) *Access.* Customer shall:
  - (i) be responsible for all acts and omissions of users accessing and using the Cloud Products, including their compliance with this Agreement;
  - (ii) implement and maintain appropriate security measures designed to prevent any unauthorized use of or access to the Cloud Products; and
  - (iii) notify Alteryx immediately of any suspected or known unauthorized use of or access to the Cloud Products, and be responsible for any unauthorized access caused by Customer's acts or omissions.
- b) *Customer Content.* Customer has exclusive control and responsibility for:
  - (i) determining the Customer Content used with the Cloud Products and the roles and any access controls applicable to its Authorized Users;

- (ii) obtaining all necessary consents and providing any required notices applicable to Customer Content and any processing by Alteryx of such Customer Content; and
- (iii) the accuracy, quality, and legality of all Customer Content.

c) *Violation by Authorized Users.* Customer will promptly suspend access to the Cloud Products of any Authorized User who is in violation of this Agreement. Customer is responsible for notifying Alteryx of such violation and maintaining that suspension until such time as the violation is cured.

### **3. CUSTOMER CONTENT**

**3.1. License Grant from Customer.** During the applicable License Term for a Cloud Product, Customer grants Alteryx and its Affiliates a limited, non-exclusive, worldwide, royalty-free license to use, copy, transmit, sub-license, index, store, display, and process Customer Content solely to the extent necessary to fulfill its obligations under this Agreement, to prevent or address service or technical problems, and to enforce its rights under this Agreement.

**3.2. Security of Customer Content.** During the applicable License Term for a Cloud Product, Alteryx will maintain reasonable administrative and technical safeguards designed to protect the security and confidentiality of Customer Content in accordance with industry standards and applicable law. To the extent Customer Content contains Personal Data, such Customer Content will be processed in accordance with Alteryx's Data Processing Agreement available at <https://www.alteryx.com/dpa>. Alteryx will have no obligation to maintain or provide any Customer Content upon termination or expiration of any License Term (unless the applicable Purchased Products are renewed prior to such termination or expiration) and will, unless prohibited by Applicable Law, delete all Customer Content within the Cloud Products.

**3.3. Privacy.** Alteryx is responsible for compliance with all Applicable Laws regarding privacy and data protection for the processing and storage of any Customer Data received from Customer in connection with its role as described in this Agreement, provided such provision of Customer Data was not in violation of this Agreement. If Customer is licensing Cloud Products, Alteryx will process and use all Personal Data in accordance with its privacy policy, available at <https://www.alteryx.com/privacy>, and in accordance with Applicable Laws.

**3.4. Regulated Data.** Customer may not utilize the Cloud Products with Customer Content that includes data restricted or regulated by law, regulation, or industry-specific requirements unless the processing of such data is expressly supported as a feature of the applicable Cloud Products, as defined by the Technical Materials. Notwithstanding anything to the contrary, Alteryx has no liability for Customer Content utilized with the Cloud Products in violation of the foregoing.

**3.5. Suspension of Access.** If Alteryx reasonably determines that Customer Content or Customer's use of the Cloud Products presents a material risk to the security or operations of Alteryx, any of its customers, or any products, systems, or services pertaining to the Cloud Products, Alteryx may, at any time upon written notice to Customer, but solely to the extent prior notice is reasonable for Alteryx:

- a) immediately suspend Customer's access, in whole or in part, to the Cloud Products until all identified material risks are resolved; or
- b) as a final option, and only if Alteryx has first used commercially reasonable efforts to assist Customer in the mitigation of such identified material risks, terminate the Cloud Products.

### **4. SLA AND COMMUNICATIONS**

**4.1. SLA.** The Alteryx SLA for Cloud Services ("**SLA**") terms available at <https://www.alteryx.com/legal> shall apply to the Cloud Products, except for Cloud Products which are in beta, or have been licensed to Customer free of charge. Notwithstanding the foregoing, the Cloud Products may not be available, and Alteryx will not be responsible for such unavailability, due to: (a) planned downtime (for which Alteryx shall give advance electronic notice, when practicable and reasonable, through the Cloud Products), and (b) circumstances beyond Alteryx's reasonable control.

**4.2. Communications.** Notwithstanding any notice provisions in the Agreement, required notices and communications related to the maintenance and availability of the Cloud Products (e.g., planned downtime, suspension of access) may be sent, at Alteryx's election, either electronically by Alteryx through the Cloud Products or via email to the designated Customer contact on the Order Form.

**5. WARRANTY.**

**5.1. Warranty for Cloud Products.** Subject to **section 9** of the General Terms, the Product and Service Warranty for the Cloud Products shall (a) be for the duration of the License Term and (b) warrants that the Cloud Products operate in substantial conformity with the terms of the Technical Materials and will be, at the time of delivery of the Cloud Products, free of viruses, Trojan horses, worms, spyware, or other such code designed to maliciously impede in any manner the intended operation of the Cloud Products.

**6. SECURITY INDEMNITY.**

**6.1. Defense.** Alteryx will (at its expense) defend against any third-party Claim against Customer Parties where the incident that gave rise to such Claim relates to an unauthorized access of Customer Data by a third party (such incident, "**Security Incident**") and such Claim was caused by Alteryx's failure to comply with (a) its obligations in **section 3.3** in this Exhibit or (b) any data security terms set forth in the Cloud Terms or Product-Specific Terms, as applicable, including **section 3.2** in this Exhibit (each such Claim, a "**Security Claim**").

**6.2. Indemnification.** Alteryx will indemnify Customer Parties against the following, to the extent each is directly attributable to a Security Claim:

- a) reasonable out-of-pocket expenses incurred by Customer in satisfying its applicable statutory requirements related to notifying individuals affected by the Security Incident;
- b) credit monitoring services for a duration of up to one year for each individual affected by the Security Incident, with such services being provided through a nationally recognized credit monitoring service;
- c) forensic analysis of the Security Incident;
- d) reasonable attorney's fees and costs associated with an investigation brought by a governmental agency with respect to the Security Incident;
- e) damages, fines, or sanctions finally awarded or assessed by a court of competent jurisdiction, regulatory or administrative body, or other governmental entity given jurisdiction by law over enforcement of privacy or data protection actions; and
- f) Alteryx-negotiated settlement amounts (to the extent Alteryx is permitted to settle).

**6.3. Direct Damages.** Notwithstanding how damages are characterized by a court of law or written in a settlement agreement, the damages described in **section 6.2** in this Exhibit will constitute direct damages for the purposes of this Agreement.

**6.4. Conditions and Exclusions.** Alteryx's obligations of defense and indemnity set forth in this section are subject to any conditions and exclusions set forth in **section 10** of the General Terms which governs this Exhibit.

**6.5. Sole and Exclusive Remedy.** This section 6 shall be Customer's sole and exclusive remedy for any Security Incident and such Security Incident will not be considered a breach of the Confidentiality section of the General Terms for the purposes of limitations of liability.

Exhibit C: Professional Services Terms**1. ADDITIONAL DEFINITIONS**

**1.1. “Deliverables”** means the materials developed and provided to Customer by Alteryx during the performance of the Professional Services.

**1.2. “Professional Services Terms”** means the terms of this Professional Services Terms exhibit.

**2. PROFESIONAL SERVICES TERMS.**

**2.1. Professional Services Description.** Alteryx will provide Customer with certain implementation and configuration services for the Purchased Products as further described in the Order Form (such services form part of the definition of “**Professional Services**” for purposes of the MLA). Each Order Form will identify the scope of the Professional Services and the fees to be paid by Customer to Alteryx for the Professional Services.

**2.2. Customer Obligations.** Customer agrees to cooperate in good faith with Alteryx to achieve completion of the Professional Services in a timely manner, including by providing assistance and personnel resources as required in an Order Form or otherwise reasonably requested by Alteryx to perform the Professional Services.

**2.3. Use of Subcontractors.** Customer agrees that Alteryx may use subcontractors in the performance of the Professional Services. Where Alteryx subcontracts any of its obligations concerning the Professional Services, Alteryx will not be relieved of its obligations to Customer under this Agreement.

**3. ADDITIONAL LICENSE SCOPE TERMS**

**3.1. License Grant for Deliverables.** Alteryx grants Customer a non-exclusive, non-sublicensable, and non-transferable license to use the Deliverables solely in connection with the use of the Purchased Products in furtherance of Customer’s internal business purposes but conditioned upon use only in accordance with the rights and restrictions contained in this Agreement, including in any Technical Materials.

**4. WARRANTY.**

**4.1. Warranty for Professional Services.** Subject to **section 9** of the General Terms, the Product and Service Warranty for the Professional Services shall be for a period of 30 days from the performance of the Professional Services and shall warrant that the Professional Services (a) will be performed in a professional and workmanlike manner and (b) materially conform to the requirements set forth in the Order Form applicable to such Professional Services.