

Alteryx Beta Program Agreement

This Alteryx Beta Program Agreement (“**Agreement**”), including any attachments or terms incorporated by reference, governs your participation in the Alteryx Beta Program (“**Beta Program**”), whereby certain non-production, pre-release functionalities, software or services and related documentation, materials, and information (each, a “**Beta Product**”) are made available to participants in the Beta Program to test and evaluate Beta Products for the sole purpose of providing Alteryx with comments, suggestions, or other feedback and usage information in furtherance of Alteryx’s business and product development purposes. This Agreement is between Alteryx, Inc., a Delaware corporation (“**Alteryx**”) and you, the individual participating in the Beta Program (“**You**” or “**Your**”), and sets forth the terms and conditions regarding Your participation in the Beta Program and Your use of any and all Beta Products.

By selecting the “I Agree” button, or by installing, accessing, or otherwise using any portion of a Beta Product, You acknowledge that You have read, understand, and accept the terms and conditions of this Agreement, and a contract is formed between You and Alteryx. By selecting the “X” button, You reject the terms and conditions of this Agreement and You are prohibited from participating in the Beta Program or installing, accessing, or otherwise using any portion of a Beta Product.

1. License.

1.1 **License and Use Terms.** Subject to the terms and conditions of this Agreement, Alteryx hereby grants to You a limited, non-exclusive, non-transferable, non-sublicensable license to use the Beta Products for which You have been provided access solely for purposes of the Beta Program and for no other purposes. Each license for a Beta Product is a per user license for use by You, the designated user to whom the license is provided as a participant in the Beta Program and may not be shared or used by anyone other than You. Alteryx is not responsible for retaining or backing up, and reserves the right to remove, delete, or limit, any data You upload for use with a Beta Product or any output You produce from the use thereof (such data and output collectively, “**Your Content**”). You are solely responsible for backing up Your Content within Your environment.

1.2 **License Restrictions.** EXCEPT AS OTHERWISE SPECIFICALLY PERMITTED IN THIS AGREEMENT OR AUTHORIZED IN WRITING BY ALTERYX, YOU MAY NOT: (a) copy, modify or create any derivative works of any Beta Product or documentation, including translation or localization; (b) place any Beta Product on the Internet or any similar network or network services; (c) sell, resell, distribute, redistribute, rent, lease, sublicense, encumber, or otherwise disseminate any Beta Product or Your rights under this Agreement; (d) permit use of any Beta Product by any other person or entity or share account information, passwords, license keys, authorization codes, or other login credentials; (e) reverse engineer, decompile, decode or disassemble or otherwise attempt to derive, reconstruct, or discover the source code of any Beta Product; (f) access or attempt to access any Beta Product by means not provided or authorized by Alteryx; (g) circumvent any access or use restrictions, including any disclosed or undisclosed security device or intended protection mechanism, of any Beta Product; (h) remove, obscure, or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in any Beta Product; or (i) use any Beta Product to develop a product that is competitive with any Alteryx product offering or to violate any law or intellectual property rights.

1.3 **Feedback.** You agree to evaluate any Beta Product made accessible to You as part of the Beta Program for the purpose of providing Alteryx with suggestions, comments and feedback regarding such Beta Products, including, but not limited to, use cases, usability, potential feature enhancements, bug reports, test results, and completion of periodic surveys (“Feedback”). To the extent You do not provide Feedback, Alteryx may exclude You from participation in future beta testing. You agree that Feedback provided to Alteryx is owned by Alteryx and You hereby assign to Alteryx any and all rights and interest in the Feedback and any intellectual property rights You may have regarding the Feedback. You further agree that Alteryx has a royalty-free, worldwide, irrevocable right to use, modify, disclose, reproduce, license, or otherwise distribute the Feedback and any underlying intellectual property as Alteryx sees fit, including commercializing the Feedback as part of a commercial release of any Beta Product or other Alteryx offering, without any obligation to You or restriction of any kind. Feedback and support questions should be addressed to betas@alteryx.com or as Alteryx may otherwise request from time to time. For clarity, “Feedback” does not include any of Your Content.

1.4 **Voluntary Participation.** You and Alteryx each acknowledge that participation in the Beta Program and any testing of a Beta Product are strictly voluntary. You further acknowledge that Alteryx is not obligated to provide You access to any or all Beta Products or to provide compensation or any other form of consideration to You in connection with the Beta Program or provision of Feedback.

1.5 **Your Content.** You acknowledge that You may not use the Beta Products in connection with any of Your Content that contains any sensitive information, including to process any personal data (as defined by applicable law) or other regulated data, such as, but not limited to, unencrypted health or financial data, or any confidential information of a third party (including, but not limited to, the confidential information of Your employer) without prior authorization by such third party. You may not use the Beta Products to violate any applicable law or regulation, nor in connection with any environments, systems, or applications where the failure of a Beta Product may reasonably and foreseeably lead to personal injury or property damage.

2. Confidentiality.

2.1 Pursuant to and in the course of Your participation in the Beta Program, Alteryx may disclose or make accessible to You certain Confidential Information. “Confidential Information” means any financial, pricing, marketing, product, technical or other business information, data, know-how, and/or trade secrets (which includes any Alteryx software code and product documentation) disclosed or provided by Alteryx to You in any form in connection with the Beta Program. Confidential Information also includes, but is not limited to, (a) information relating to Alteryx’s product roadmaps, strategies, and plans and any unreleased products, functionality, features, or services; (b) the development, marketing, technical specifications, performance information or analysis, or distribution of any Beta Product or other Alteryx products (whether released or unreleased), technologies, or services; (c) links, passwords, license keys, authorization codes or other login credentials relating to any Beta Product or the Beta Program; (d) the existence, contents, and nature of the Beta Program, any Beta Product, and this Agreement; and (e) Feedback. Confidential Information does not include information that You can demonstrate (i) is or becomes publicly available without breach of this Agreement; (ii) was lawfully known to You prior to its disclosure without any obligation to keep it confidential; (iii) was received by You from another source who can lawfully disclose it and without any obligation to

keep it confidential; or (iv) is or was independently developed by You without the use of Confidential Information or other breach of this Agreement.

2.2 For a period of five (5) years following termination of this Agreement, You shall not, without the prior, written consent of Alteryx, (a) use Confidential Information for any purposes other than the Beta Program; (b) disclose Confidential Information to any third party; (c) make any copies of or create any derivative works based upon Confidential Information; or (d) reverse engineer, decompile, decode or disassemble or otherwise attempt to derive, reconstruct, or discover the source code of any Confidential Information. The foregoing obligations will survive the termination of Your participation in the Beta Program and this Agreement for any reason. Notwithstanding anything to the contrary herein, Your obligations with respect to the protection of trade secrets, including Alteryx software source code and non-public software features, will survive for as long as such information remains a trade secret under applicable law. You may disclose Confidential Information solely to the extent necessary to comply with a court order or other government demand that has the force of law; provided, however, that You will give Alteryx prior written notice sufficient to permit Alteryx to seek a protective order or other appropriate relief to limit disclosure and You will provide Alteryx reasonable assistance (at Alteryx's expense) in connection with such action.

3. Term and Termination. This Agreement and Your participation in the Beta Program begin on the date You accept this Agreement and ends upon the termination of this Agreement by either party. Either You or Alteryx may terminate this Agreement at any time upon written notice (email will suffice). Additionally, if Your Beta Program account is deactivated, this Agreement will also terminate. Upon termination of this Agreement, Your participation in the Beta Program and all licenses granted hereunder will automatically terminate and You agree to immediately cease using all Beta Products and promptly uninstall and erase all Beta Products, any Confidential Information, related authorization credentials, and any copies thereof from Your devices. The following sections of this Agreement will survive any termination of this Agreement: Sections 1.3, 2, 3, 5 through 13.

4. Representations and Warranties.

4.1 **Feedback & Your Content.** You warrant that You will not (a) give any Feedback or (b) use any Beta Product with Your Content that (i) violates any copyright, trade secret, or patent claim or other intellectual property right of any third party; (ii) includes any personal information, other data regulated by the Health Insurance Portability and Accountability Act or the Gramm-Leach-Bliley Act, or any payment card information; or (iii) is subject to an excluded license. An "excluded license" is any license requiring, as a condition of the use, modification and/or distribution of software subject to the license, that the software and/or other software combined and/or distributed with the software be disclosed or distributed in source code form, and either licensed for the purpose of making derivative works or redistributable at no charge. You further warrant that You will not use Your Content that contains, or may otherwise introduce, any virus, spyware, malware, Trojan horses, and other similar harmful and destructive code.

4.2 **Authority.** You and Alteryx each represents (a) it has full power and authority to enter into this Agreement and to carry out the provisions hereof; (b) the execution, delivery, and performance of this Agreement do not conflict with any agreement, instrument, or understanding, oral or written, to which it is a party or by which it may be bound, nor violates any applicable laws or regulations of any court, governmental body, or administrative or other agency

having jurisdiction over it; and (c) it will comply with all applicable laws, including privacy and export laws, in its performance of this Agreement.

5. Disclaimer of Warranties and Limitation of Liability.

5.1 Disclaimer of Warranties. ALL BETA PRODUCTS AND ALL RELATED TECHNOLOGY, DATA, INFORMATION, AND MATERIALS ARE PROVIDED “AS-IS” WITHOUT WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, AND YOU ASSUME THE ENTIRE RISK OF THE USE THEREOF. YOU ACKNOWLEDGE THAT ANY BETA PRODUCT MADE AVAILABLE HEREUNDER IS STILL IN DEVELOPMENT AND PROVIDED FOR TESTING PURPOSES AND MAY CONTAIN SIGNIFICANT ERRORS, DEFECTS, OR BUGS THAT MAY CAUSE SYSTEM OR OTHER FAILURE AND DATA LOSS. THE TECHNOLOGY IS PRE-RELEASE AND MAY WORK DIFFERENTLY THAN THE FINAL VERSION OF THE SOFTWARE. ALTERYX RESERVES THE RIGHT TO CHANGE ANY BETA PRODUCT, IN WHOLE OR IN PART, FOR THE COMMERCIAL VERSION, OR NOT TO RELEASE OR MARKET A COMMERCIAL VERSION. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALTERYX EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, DATA SECURITY, ACCURACY, COMPLETENESS, RESULTS, REASONABLE CARE OR WORKMANLIKE EFFORT, NON-INFRINGEMENT, AND THAT THE BETA PRODUCTS ARE FREE OF VIRUSES, ALL WITH REGARD TO THE BETA PRODUCTS AND ALL RELATED TECHNOLOGY, DATA, INFORMATION, AND MATERIALS PROVIDED BY ALTERYX TO YOU IN CONNECTION WITH THIS AGREEMENT OR THE BETA PROGRAM.

5.2 Limitation of Liability. EXCEPT AS DESCRIBED IN SECTION 5.3 THE ONLY REMEDY EITHER PARTY HAS FOR CLAIMS RELATING TO THIS AGREEMENT IS TO TERMINATE THIS AGREEMENT AND IN NO EVENT SHALL YOU OR ALTERYX BE LIABLE, REGARDLESS OF THE CAUSE, FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, INCLUDING LOSS OF PROFITS, BUSINESS OPPORTUNITY, ANTICIPATED SAVINGS, GOODWILL, OR DATA, EVEN IF THE AFFECTED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER THE SAME ARISE IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE. WITHOUT LIMITING THE FOREGOING, THIS LIMITATION APPLIES TO CLAIMS RELATED TO (A) THE BETA PROGRAM, BETA PRODUCTS, OR OTHER SOFTWARE, CODE, OR PROGRAMS OF ALTERYX OR A THIRD PARTY; (B) ANY CONTENT ON ANY ALTERYX OR THIRD-PARTY SITES MADE AVAILABLE TO YOU; AND (C) LOSS, CORRUPTION OR INACCURACY OF DATA (INCLUDING YOUR CONTENT).

5.3 Exclusions from Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE LIMITATIONS IN SUBSECTION 5.2 DO NOT APPLY (A) TO CLAIMS ARISING FROM ANY BREACH OF SECTIONS 1, 2, AND 4; OR (B) TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

6. Ownership. All title and intellectual property rights in and to any product, service, technology, information, and materials (whether pre-released or not) provided by Alteryx to You in connection with the Beta Program (including any and all Beta Products), and any derivatives, modifications, and improvements thereto (including any changes which incorporate any

Feedback) are owned or licensed by Alteryx and no ownership rights are conveyed to You under this Agreement or otherwise. All rights not specifically granted under this Agreement are reserved by Alteryx and You agree You will not commit or permit any act or omission by Your agents, employees, or any third party that would impair such rights. Nothing in this Agreement constitutes a waiver of Alteryx rights under U.S. or international copyright law or any other federal or state law. You retain all title and intellectual property rights to Your Content.

7. Governing Law. The laws of the State of California govern this Agreement, excluding its conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act, as may be enacted or codified or amended from time to time, do not apply to this Agreement. Each party consents to exclusive jurisdiction and venue in the federal and state courts in Orange County, State of California for resolution of any dispute of this Agreement.

8. No Product Commitments; U.S. Securities Law. You acknowledge that any disclosure by Alteryx of Confidential Information hereunder, including any Beta Product and any other unreleased products, functionality, features, or services, are intended for information purposes only and to outline Alteryx's general product direction. The disclosure of any such Confidential Information or the provision of any Beta Product is not a commitment by Alteryx to deliver any material, code, feature, functionality, product, or service, which may not be released as proposed or at all. Accordingly, You agree You will not rely on any Confidential Information, any Beta Product, or Your participation in the Beta Program to make any current or future purchasing decisions and that no Confidential Information or Beta Product may be incorporated into any contract. The development, release, and timing of any features or functionality for Alteryx's products or services remain at the sole discretion of Alteryx. You further acknowledge that Alteryx is a U.S. publicly traded company and U.S. securities laws prohibit any person who has material, non-public information concerning another party from purchasing or selling securities of such other party or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities.

9. Usage Data. In furtherance of Alteryx's legitimate business purposes in offering the Beta Program, to administer the Beta Program and provide the Beta Products for testing, and to evaluate Feedback received, Alteryx collects Usage Data with respect to participation in the Beta Program. "Usage Data" means data automatically collected about and as part of program participants' installation, activation, and use of the Beta Products and participation in the Beta Program. Usage Data may differ based on the Beta Product and how a Beta Product is delivered and utilized, and may include one or more of the following personal data types: registered email address; log-in credentials; IP address; device ID; network ID; machine host name; internal persistent identifier; username; country or postal code; language preference and browser or operating system settings; and logs, bug reports, and testing that include time stamp and type of actions taken (e.g., specific tools used and how often, number of workflows saved (but not the content of any workflows), names of custom tools, search terms). For the avoidance of doubt, Alteryx does not collect, and "Usage Data" does not include, Your Content. Alteryx will not publicly disclose any Usage Data that identifies or can be attributed to You.

10. Privacy. In addition to personal data that may be included in any Usage Data or Feedback, Alteryx collects certain personal data about participants of the Beta Program for the

purposes of registering participants and administering the program. You may provide us with business contact details (e.g. business email address or phone number, company name, Your title or function, Your business location); social media information where You link to, reference, or comment on Alteryx sites or posts; username, profile photo or avatar, and any comments or actions taken on Alteryx forums, such as Alteryx Community or as part of Alteryx certification programs; and any identifying information contained in support requests or program communications that You initiate. To the extent Alteryx holds and uses any personal data about You for any purpose, Alteryx will comply with its published Privacy Policy, available at <https://www.alteryx.com/privacy>. Except where Alteryx may request Your express consent to collect and use Your data (such as through an opt-in to receive Alteryx emails unrelated to the Beta Program), with respect to any personal data processed as part of the Beta Program, Alteryx relies upon its legitimate interest in developing, improving, and supporting its products and services. More information about Alteryx data practices and data privacy rights that may be available under applicable law are outlined in the Alteryx Privacy Policy.

11. Export Compliance. You acknowledge that the Beta Products are subject to the U.S. Export Administration Regulations (the “EAR”) and that You will comply with the EAR. You represent that You are not named on any governmental list of persons or entities prohibited from receiving exports. Additionally, You agree You shall not, nor allow any third party to, export from the U.S. or allow the re-export of any part of a Beta Product to (i) any country subject to export control embargo or economic sanctions implemented by any agency of the U.S. government; (ii) any end user who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government; or (iii) any end user who You know or have reason to know will utilize the Beta Products in the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles and sounding rockets, or unmanned air vehicle systems, without first obtaining an export license or other approval that may be required by any governmental agency having jurisdiction with respect to the transaction.

12. U.S. Government Restricted Rights. The Beta Product is a “commercial item” as that term is defined at FAR Subpart 2.1. For U.S. Government participants, Alteryx provides the Beta Product, including any related software, technical data, and/or services, with those rights in technical data and computer software it customarily provides to the public, as delineated herein. In addition, DFARS 252.227-7015 shall apply to technical data acquired by DoD. Should a U.S. Government participant require additional rights in a Beta Product, Alteryx will consider such requests, and upon reaching mutual agreement, any additional rights shall be incorporated into a written addendum. Rights are reserved under copyright Laws of the U.S. with respect to unpublished portions of the Beta Products.

13. Miscellaneous. You may send termination notices to Alteryx by email to betas@alteryx.com or by physical mail at Alteryx’s address as set forth below. All other notices You send to Alteryx must be sent by physical mail to the following address: Alteryx, Inc., Attn: Chief Legal Officer, 3345 Michelson Drive, Suite 400, Irvine, California 92612 United States. Any notices Alteryx sends to You will be sent to the email address You provide as part of Your registration with the Beta Program. You may not assign this Agreement or any of Your rights hereunder. This Agreement, together with any terms of use provided to You as part of the Beta Program, is the entire Agreement between Alteryx and You with respect to Your participation in the Beta Program. This Agreement supersedes any prior agreements and representations

between You and Alteryx in relation to the subject matter herein. If any provision of this Agreement shall be determined unlawful, void, or for any reason unenforceable, that provision shall be enforced only to the extent permitted by applicable law and otherwise deemed severable from, and shall in no way affect the validity or enforceability of, the remaining provisions. Alteryx may make changes to this Agreement from time to time by either publishing the revised version on the Beta Program web portal or through email notice to You, and You acknowledge and agree that continued participation in the program following such revision or notice constitutes Your acceptance of this Agreement as amended.

After You have accepted this Agreement, You may view this Agreement and other documents You executed regarding the Beta Program or Beta Product at <http://betaprogram.alteryx.com/agreements>.