

## Alteryx Usability and Testing Agreement

This Alteryx Usability and Testing Agreement (“Agreement”), including any attachments or terms incorporated by reference, governs your participation in the Alteryx Usability and Testing Program (“UX Program”), whereby Alteryx conducts surveys and questionnaires, interviews, focus groups, and tests of current and new designs, features, and functionalities for certain Alteryx products (each, a “Usability Study”), during which participants will interact with prototypes or actual builds containing such designs, features, and functionalities or other materials that may be provided by Alteryx (collectively, “Alteryx Materials”) 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 or legal entity participating in the UX Program (“You” or “Your”), and sets forth the terms and conditions regarding Your participation in the UX Program.

By selecting the “I Agree” button, 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. If the participating individual is participating as an employee or other authorized agent of a company or other legal entity, such individual represents that they have the authority to bind such entity to this Agreement, in which case the term “You” shall also refer to such entity. Notwithstanding the forgoing, each individual user must accept this Agreement prior to accessing the UX Program or Alteryx Materials hereunder and must create individual, unique log-in credentials prior to registering for or accessing the UX Program or Usability Studies, which log-in credentials may not be shared with any other person or entity.

### 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 any Alteryx materials to which You may be provided access solely for purposes of the UX Program and for no other purposes. The license provided hereunder is a per-user license for use by You, the designated participant to whom the license is provided as part of the UX Program, and may not be shared or used by anyone other than You.

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 Alteryx Materials provided hereunder, including translation or localization; (b) place any Alteryx Materials on the Internet or any similar network or network services; (c) sell, resell, distribute, redistribute, rent, lease, sublicense, encumber, or otherwise disseminate any Alteryx Materials or Your rights under this Agreement; (d) permit use of any Alteryx Materials by any other person or entity or share account information, passwords, license keys, authorization codes, or other login credentials; (e) access or attempt to access any Alteryx Materials by means not provided or authorized by Alteryx; (f) remove, obscure, or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in any Alteryx Materials; or (g) use any Alteryx Materials 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 understand and agree that the UX Program is offered for the purpose of providing Alteryx with suggestions, comments and feedback regarding the Alteryx Materials and Alteryx products, including, but not limited to, use cases, usability, potential feature enhancements, bug reports, test results, and completion of periodic surveys, questionnaires, and interviews (“Feedback”). 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 Alteryx product or other offering, without any obligation to You or restriction of any kind. Feedback and support questions should be addressed to [uxresearch@alteryx.com](mailto:uxresearch@alteryx.com) or as Alteryx may otherwise specify from time to time.

1.4 **Voluntary Participation.** You and Alteryx each acknowledge that participation in the UX Program and any Usability Study are strictly voluntary. You have no obligation under this Agreement to purchase any products, services, or other items from Alteryx. Likewise, Alteryx does not have any obligation to offer You any products or services. You further acknowledge that Alteryx is not obligated to provide You access to any Usability Study or to provide compensation or any other form of consideration to You in connection with the UX Program, any Usability Study, or the provision of Feedback (unless otherwise agreed to by Alteryx, in its sole discretion, in writing).

1.5 **Prohibited Content.** You acknowledge that You may not provide as part of the UX Program or any Usability Study any sensitive information, including personal data (as defined by applicable law) 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.

## **2. Confidentiality.**

2.1 Pursuant to and in the course of Your participation in the UX 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 UX 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 Alteryx products (whether released or unreleased), technologies, or services; (c) links, passwords, license keys, authorization codes or other login credentials relating to the UX Program; (d) the Alteryx Materials and existence, contents, and nature of the UX Program 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 UX 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 UX 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 any 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 UX 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). Upon termination of this Agreement, Your participation in the UX Program and all licenses granted hereunder will automatically terminate and You agree to immediately cease using all Alteryx Materials provided as part of the UX Program, any Confidential Information, related authorization credentials, and any copies thereof. The following sections of this Agreement will survive any termination of this Agreement: Sections 1.3, 2, 3, 5 through 12.

## **4. Representations and Warranties.**

4.1 **Feedback & Your Content.** You warrant that You will not (a) give any Feedback that (i) violates any copyright, trade secret, or patent claim or other intellectual property right of any third party; or (ii) includes any personal information of a third party.

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.** THE USABILITY STUDIES AND ALL ALTERYX MATERIALS AND CONFIDENTIAL INFORMATION PROVIDED AS PART OF THE UX PROGRAM, TOGETHER WITH 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. 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 ANY ALTERYX MATERIALS PROVIDED HEREUNDER ARE FREE OF VIRUSES.

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 UX PROGRAM, USABILITY STUDIES, ALTERYX MATERIALS OR OTHER SOFTWARE, CODE, OR MATERIALS OF ALTERYX OR A THIRD PARTY; (B) ANY CONTENT ON ANY ALTERYX OR THIRD-PARTY SITES MADE AVAILABLE TO YOU; AND (C) ANY LOSS, CORRUPTION OR INACCURACY OF DATA.

**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 UX Program (including any and all Alteryx Materials, Usability Studies and Confidential Information or Access provided thereunder), and any derivatives, modifications, and improvements thereto (including any changes which incorporate Your 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's rights under U.S. or international copyright law or any other federal or state law.

**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 Alteryx Materials 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 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 upon any Confidential Information, any Usability Study, any Alteryx Materials, or Your participation in the UX Program to make any current or future purchasing decisions and that no Confidential Information 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 and Recorded Media.** In furtherance of Alteryx's legitimate business purposes in offering the UX Program, to administer the UX Program and the Usability Studies, and to evaluate Feedback received, Alteryx may collect Usage Data with respect to participation in the UX Program. "Usage Data" means data automatically collected about and as part of program participants' installation, activation, and use of the Alteryx products and services, any Alteryx Materials, and participation in the UX Program. Usage Data may differ based on the requirements and scope of a Usability Study 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 or access, and "Usage Data" does not include, any content You use together with Alteryx products and any Alteryx Materials. Alteryx will not publicly disclose any Usage Data that identifies or can be attributed to You and Usage Data is used solely for internal purposes related to the UX Program.

Alteryx may record all or a portion of your participation in the Usability Study. You acknowledge that Your image and/or voice may be recorded in any medium ("Recorded Media") during the Usability Study. You further acknowledge that Alteryx may display, perform, modify, copy, and make derivative works of the Recorded Media in any manner or form that it so chooses, without reference to its source or any obligation to You.

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

participants and administering the program and Usability Studies. 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 UX Program), with respect to any personal data processed as part of the UX 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. Miscellaneous.** You may send termination notices to Alteryx by email to [uxresearch@alteryx.com](mailto:uxresearch@alteryx.com). 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 UX 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 UX Program, is the entire Agreement between Alteryx and You with respect to Your participation in the UX 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 UX 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 the current Agreement at:**  
<https://www.alteryx.com/terms-and-conditions>