

Website Terms of Service

Last modified: April 23, 2021

Alteryx, Inc. ("Alteryx," "we," "us," or "our") provides www.alteryx.com (the "Site") and other related sites and online services, including the Alteryx Analytics Gallery and Alteryx Community (collectively, the "Service(s)"), to users (each, "you" or "your") subject to these Website Terms of Service and any posted guidelines, rules, or terms of use applicable to the Services (collectively, the "Terms"), which may be updated from time to time. By accessing the Site or Services, you agree to comply with and be bound by the Terms.

PROHIBITED USE OR CONTENT

You may not use, or encourage, promote, facilitate or instruct others to use, the Site, Services, or your Account for any illegal, unlawful, harmful, or offensive use, or to create, transmit, store, display, or distribute or otherwise make available content that is illegal, unlawful, harmful, or offensive. Examples of prohibited activities and content include:

Illegal activities- using the Site or Services in any manner that violates any laws or regulations, such as advertising, transmitting, or otherwise making available gambling sites or services or storing, disseminating, promoting, or facilitating child pornography.

Harmful or fraudulent activities- engaging in activities that may be harmful to others or to Alteryx's operations or reputation, such as offering or disseminating speculative or fraudulent goods, services, schemes, or promotions; engaging in any deceptive practices or practices that pose or create a privacy or security risk to any person; attempting to impersonate another person or affiliation with an entity, including, but not limited to, Alteryx, or attempting to circumvent any bans or suspensions by Alteryx moderators or to evade any content filters.

Infringing content- posting any material that you don't have the right to transmit under law (such as copyright, trade secret, or securities) or under contractual obligation (such as nondisclosure agreements), or posting content other than as authorized or in a manner that misappropriates the intellectual property or proprietary rights of others, including, but not limited to, your employer or former employers.

Threatening content- posting or reposting content that is threatening, defamatory, or abusive towards other users or an Alteryx Associate; "rants," "slams," or threats against Alteryx or any another company or person.

Harmful content- posting or reposting any content, file, link or technology that may damage, interfere with, modify, intercept, or expropriate any system, program, or data, such as viruses, Trojan horses, worms, time bombs, and cancelbots; attempting to interfere in any way with Alteryx operations or with another user's account, including, but not limited to, mail or "post" bombing, news bombing, use of other flooding techniques, deliberate attempts to overload the system, or attempts to avoid message blocking.

Unsolicited or unlawful mailings or posting of duplicative content- transmitting or distributing "junk mail," "chain letters," "SPAM," or other forms of unsolicited mail or instant messages; distributing, posting or reposting of advertising or promotional materials, or any other forms of solicitation, including class action suits, charitable appeals and offering or disseminating goods, services, schemes, or promotions (including through advertising links in signatures); unreasonably or unnecessarily posting the same comments, content and workflows in multiple places while using the Site or Services.

Personal data- posting or reposting any content that discloses the personal data of others- including any individually identifying information, in any format- whether about users, others, or Alteryx Associates, on forums, comments, templates, workflows, use cases, or examples uploaded to the Alteryx Gallery or Community, or any other sharing of content using the Site or Services; soliciting of personal data from anyone under the age of 18. As with any publicly accessible forum, for your privacy and security, you should not post personal data about yourself while using the Site or Services.

You may not post or repost hyperlinks to sites that violate any of the Terms.

If you recognize any violation of the prohibited use and content terms outlined above, please promptly notify us using one of the following methods:

For Alteryx Community: use the "Notify Moderator" option in the message or article Options menu to describe why you feel the content is inappropriate or in violation of the Terms. You may also contact us directly at: community@alteryx.com

For Alteryx Gallery: email us at curator@alteryx.com

SECURITY VIOLATIONS

You may not use the Site or Services to violate the security or integrity of any network, computer or computing device, communications system, or application (each, a "System"). Prohibited activities include unauthorized access or use of any System, including the Site and Services, such as attempting to probe, scan, or test the vulnerability of a System or to breach any security or authentication measures used by a System.

You may not disrupt the Site or Services or any function of the Site or Services, interfere with another user's enjoyment of the Site or Services, or use the Site or Services for fraudulent or deceptive purposes. Examples of security violations under these Terms include, but are not limited to:

- (1) forging any TCP/IP packet header or any part of the header information in any posting, or in any way using the Site or Services to send altered, deceptive, or false source-identifying information;
- (2) using viruses, bots, worms, or any other malicious computer code, files, or programs that interrupt, destroy, or limit the functionality of any System or otherwise permit the unauthorized use of or access to a System;
- (3) interfering with the access of any user, host, or network to the Site or Services;
- (4) making any automated use of a System, such as, but not limited to, using scripts to send images or videos;
- (5) interfering with, disrupting, or creating an undue burden on the Site or Services, including any networks or services connected to the Site or Services;
- (6) impersonating or attempting to impersonate or otherwise attribute content to or misrepresenting your affiliation with another user, person, or entity, including through pretexting or any other form of social engineering;
- (7) selling or otherwise transferring your profile;
- (8) collecting, using, or storing any personal data about another user without their express consent by electronic or other means and for any purpose; and
- (9) scraping the Site or Services using crawlers, bots, or other automated mechanisms.

We reserve the right, at our sole discretion, to investigate any violation of these Terms or misuse of the Site or Services and may remove, disable your access to, or modify any content on the Site or Services that violates the Terms, applicable law or regulation, or fails to comply with any other agreement between you and Alteryx.

Alteryx may report any activity that we suspect violates any law or regulation to law enforcement, regulators, or appropriate third parties, including, but not limited to, for the purposes of enforcing Alteryx's legal rights and remedies. Our reporting may disclose relevant information about you and your use of the Site or Services, including network and systems information pertaining to illegal conduct or an alleged violation of these Terms.

CONTENT AND FEEDBACK

User-generated content

Alteryx makes no claims or representations as to the accuracy, completeness, or truth of any material or content submitted or found in the discussion areas of the Site and Services. Your situation, configuration, or implementation may vary from that of the user sharing a solution and some advice posted by users may even be wrong. You are solely responsible for using your judgement about the user-generated content found on the Site and Services, and any decision to act upon the information provided by other users.

We are not liable for any websites not administered by or under the control of Alteryx; you open website links posted on the Site or Services at your own risk. Alteryx makes no guarantee of the confidentiality or privacy of any communication or information transmitted on the Services or any website linked to the Services.

Content moderation

Alteryx reserves the right of its moderators to edit, move, block or remove comments, content, signatures or images that they consider inappropriate or that violate the Terms. We may also ban any user at our sole discretion and will inform you of a decision regarding your content or Account via private message within the Service or by email. Questions or comments about a decision regarding content moderation may be directed to the moderator of the applicable Service, either by private message (where applicable) or via email.

Alteryx Community: community@alteryx.com

Alteryx Gallery: curator@alteryx.com

Feedback

If you provide any ideas, suggestions, or recommendations regarding Alteryx's products, technologies or the Services ("Feedback"), we may use such Feedback and incorporate it into Alteryx's products, technologies, and services without paying royalties and without any other obligations or restrictions.

USAGE DATA

In order to provide Alteryx products and Services, ensure compliance with the Terms, provide support and recommendations, and to develop and improve functionality, Alteryx collects data about your use of our Sites and Services. Usage data includes how and when you use the Site and Services; your participation and completion of training and certification courses; your user preferences; the content and type of posts,

workflows, and use cases you publish; your membership in user groups; your use of posted content, including downloads and podcasts; the details of any support tickets or questions you submit; and any data you upload or link to your profiles within the Site or Services, including photos or avatars, social media accounts, username, title or role, and employer. To the extent usage data includes any individually identifying information, Alteryx and its third-party service providers shall treat such data in accordance with Alteryx's published Privacy Policy. The most current version of the Privacy Policy is accessible at <https://www.alteryx.com/privacy>.

ELECTRONIC COMMUNICATIONS

We will communicate with you by email or by posting notices or updated Terms on the Site or as part of the Services. You agree that all agreements, notices, disclosures and other communications that Alteryx provides to you electronically satisfy any legal requirement that such communications be in writing.

ALTERYX TRADEMARKS

"Alteryx," "Alteryx Analytics Gallery," and other Alteryx graphics, logos, page headers, button icons, scripts, and service names are trademarks, registered trademarks, or trade dress of Alteryx in the U.S. and/or other countries. Alteryx's trademarks and trade dress may not be used in connection with any product or service except as expressly authorized by Alteryx, and may not be used in any manner that is likely to cause confusion among customers or otherwise in the marketplace, or in any manner that disparages or discredits Alteryx. All other trademarks not owned by Alteryx that appear on the Site and Services are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Alteryx.

YOUR ACCOUNT

We may refuse to approve a username or email address that is already being used by another user or that, in our sole discretion, violates the Terms or is rejected by Alteryx for any other reason. You represent that all information provided in your profile is accurate, true, and complete and you agree to keep all such information up-to-date. Alteryx may terminate your Account at any time if any of the information provided is found to be inaccurate, false, out of date, or incomplete.

You may not share or permit anyone else to use your Alteryx account and credentials ("Account"). Each user must establish an Account, subject to the Terms, which may be used only on an individual basis. If you are under the age of 16, your parent or legal guardian must establish your Account on your behalf.

You are responsible for maintaining the confidentiality of your Account credentials and restricting any access to your Account. You agree to accept responsibility for all activities that occur using your Alteryx Account. If your Account log-in credentials are compromised, or if you become aware of any unauthorized use of your Account or other breach of security on the Services, you are responsible for promptly notifying us by sending an email to community@alteryx.com.

Alteryx reserves the right, in its sole discretion, to refuse service, terminate accounts, or to remove or edit content posted to the Site or Services. You understand and agree that Alteryx may remove any prohibited content and/or terminate your use of the Site or Services without prior notice to you.

SITE AVAILABILITY

Alteryx will make commercially reasonable efforts to make the Site and Services available. We are not liable for any errors or delays in the content or transmission of postings while using the Services.

COPYRIGHT INFRINGEMENT

If you believe that content belonging to you has been made available on the Site or Services without your permission, please notify Alteryx:

- By mail: Copyright Agent, Alteryx, Inc., 3345 Michelson Drive, Suite 400, Irvine, CA 92612
- By email alteryxlegalnotices@alteryx.com

In accordance with the Digital Millennium Copyright Act, your written notification must include:

- Your physical or electronic signature, or that of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on a single site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or the subject of infringing activity and for which removal or disabled access is requested, together with information reasonably sufficient to permit Alteryx to locate the material;
- Information reasonably sufficient to permit Alteryx to contact you or the complaining party, such as an address, telephone number, and, if available, an email address, at which you or the complaining party may be contacted;
- A statement that you or the complaining party has a good faith belief that use of the material in the manner described in the notification is not authorized by you or the copyright owner, its agent, or the law; and
- A statement that the information provided in the notification is accurate and, under penalty of perjury, that you or the complaining party is authorized to act as or on behalf of the owner of an exclusive right that is allegedly infringed.

INTELLECTUAL PROPERTY

You are not provided any rights to any intellectual property made part of or accessible to you through use of the Site or Services. All rights not expressly granted under these Terms are reserved by Alteryx and its partners and third-party service providers.

With respect to any specific combination of tools you utilize through the Alteryx software (each, a "Workflow") and publish to the Site or Services, you agree and grant Alteryx and any user of the Site or Services a perpetual, irrevocable, worldwide, non-exclusive, non-assignable, royalty-free license (with the right to sublicense) to copy, distribute, publicly display (e.g., post elsewhere), reproduce and create derivative works of, whether in print or any kind of electronic version that exists now or later developed, for any purpose, including a commercial purpose.

With respect to any Workflow published by you to a Private Studio, you hereby grant Alteryx a worldwide, perpetual, irrevocable, non-exclusive, non-assignable, royalty-free license to sublicense to any user to whom you have provided access to such Private Studio, the right to use, run, or view, as applicable, the Workflow, including the use of your data to create output or results.

When you publish, upload, submit, store, send, or receive content to or through the Site and Services, you give Alteryx (and our partners and third-party service providers) a worldwide license to use, host, store, reproduce, modify, create derivative works (such as those resulting from translations, adaptations, or other changes we make so that your content works better with the Services), communicate, publish, publicly perform, publicly display, and distribute such content. This license continues even if you stop using the Site and/or Services.

You warrant that the content, including any Workflow, that you make available on the Site or Services shall not infringe the rights of others. You, and not Alteryx, are solely responsible for any violation of any intellectual property rights in the content (including any Workflow) that you upload or otherwise make available on the Site or Services.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

YOUR ENTIRE USE OF THE SITE AND SERVICES (INCLUDING ANY CONTENT OR WORKFLOW) IS AT YOUR OWN RISK. THE SITE, SERVICES, AND ANY DATA, INFORMATION, CONTENT, MATERIALS, PRODUCTS, AND WORKFLOWS INCLUDED OR PUBLISHED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SITE AND SERVICES (COLLECTIVELY, THE "SITE MATERIALS") ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALTERYX DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY OR COMPLETENESS OF RESPONSES, RESULTS, REASONABLE CARE OR WORKMANLIKE EFFORT, LACK OF NEGLIGENCE, AND/OR LACK OF VIRUSES, ALL WITH REGARD TO THE SITE, SERVICES, AND SITE MATERIALS. FURTHER, ALTERYX MAKES NO WARRANTY THAT THE SITES, SERVICES, OR SITE MATERIALS WILL OPERATE PROPERLY AS INTEGRATED WITH YOUR WORKFLOWS, APPLICATIONS, OR SYSTEMS, OR PROVIDE ANY PARTICULAR RESULTS. ALTERYX DOES NOT WARRANT THAT THE SITE, SERVICES, SITE MATERIALS, ALTERYX'S SERVERS, OR EMAIL SENT FROM ALTERYX ARE FREE OF VIRUSES OR OTHER HARMFUL CODE.

ALTERYX AND ITS AFFILIATES AND EACH OF THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS, AND LICENSORS SHALL HAVE NO LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, RELIANCE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THE SITES, SERVICES, TERMS, OR SITE MATERIALS, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR ANY WORKFLOWS OR CONTENT PUBLISHED BY ANY PARTY ON THE SITE OR SERVICES, OR DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA, EVEN IF ALTERYX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL LEGAL RIGHTS.

INDEMNIFICATION

You shall indemnify, defend, and hold harmless Alteryx and its affiliates and each of their respective officers, directors, employees, attorneys, suppliers, licensors and agents from and against any and all claims, costs, damages, losses, liabilities, and expenses (including attorneys' fees and costs) arising out of or in connection with any third-party claim based on or related to: (i) your use of the Site or Services in breach of the Terms or violation of applicable law; (ii) your access or use of any Workflow or content on the Site or Services; or (iii) your violation or alleged violation of any third party intellectual property or privacy rights.

APPLICABLE LAW AND JURISDICTION

You agree that the laws of the state of California, without regard to principles of conflict of laws, will govern these Terms and any dispute of any sort that may arise between you and Alteryx. You agree to exclusive jurisdiction of California federal and state courts, Orange County, for resolution of any dispute related to the Terms.

SITE POLICIES, MODIFICATION, AND SEVERABILITY

Your access to or use of the Site or Services is governed by the Terms and all policies and guidelines published on the Site and as part of the Services. We reserve the right to make changes to the Site, Services, published policies and guidelines, and the Terms at any time. If any provision of the Terms is deemed invalid, void, or for any reason unenforceable, that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.