ALTERYX, INC. END USER LICENSE AGREEMENT

BY CHECKING THE ACCEPTANCE BOX OR INSTALLING OR USING THE PURCHASED PRODUCT(S), YOU ACCEPT THE TERMS OF THIS AGREEMENT, WHICH IS BINDING AND ENFORCEABLE LIKE ANY WRITTEN AGREEMENT SIGNED BY YOU. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT INSTALL OR USE THE PURCHASED PRODUCT(S). IF YOU ARE USING THE PURCHASED PRODUCT(S) AS AN EMPLOYEE OR OTHER AUTHORIZED AGENT OF A COMPANY OR OTHER ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT AND BIND THE COMPANY OR OTHER ENTITY THAT IS THE CUSTOMER HEREUNDER.

This End User License Agreement, including any attachments or terms incorporated by reference, is between Alteryx, Inc. or its applicable Affiliate as set forth in Section 14.4 below ("Alteryx"), and You (as defined below) and governs Your use of the Purchased Product. The use of any additional services or websites may be subject to separate terms of use, as provided therewith.

1.DEFINITIONS: As used in this agreement:

1.1. "Affiliate" means any entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party hereto. "Control" for purposes of this definition means direct or indirect ownership or control of more than 50% of the voting interest in the subject entity.

1.2. "Agreement" means the applicable Order Form that incorporates this End User License Agreement (**"EULA"**) and this EULA (including the General Terms, any applicable Deployment Terms, any applicable Product-Specific Terms), and includes any addenda, amendments, attachments and exhibits thereto.

1.3. "Alteryx Software" means technology owned by Alteryx and provided to You as part of this Agreement. "Alteryx Software" does not include any Trial Licenses, Non-Commercial Licenses, or unpaid or beta products.

1.4. "Applicable Law(s)" means any law, ordinance, regulation, order, judgment, or other requirement of any federal, state, local or foreign government, or any court or tribunal of competent jurisdiction that is applicable to this Agreement.

1.5. "Claim" means a claim, action, complaint, or lawsuit filed against a Party that is (a) brought by a legal, regulatory, or administrative body, or (b) part of a judicial proceeding.

1.6. "Confidential Information" means non-public or proprietary information about a Disclosing Party's (as defined below) business related to technical, commercial, financial, employee, or planning information that is disclosed by the Disclosing Party to the Receiving Party (as defined below) in connection with this Agreement, and (a) is identified in writing as confidential at the time of disclosure, whether in printed, textual, graphic, or electronic form, or (b) is not identified as confidential at the time of disclosure, but is by its nature confidential or the Receiving Party knows, or reasonably should have known, is confidential.

1.7. "Customer Data" means Your own data sets and/or third-party data sets licensed directly by You from a third party.

1.8. "Deployment Terms" means the applicable deployment terms exhibit (e.g., the Exhibits for Cloud Terms, On-Premise Terms, or Professional Services Terms) found at https://www.alteryx.com/la-deploy.

1.9. "General Terms" means the terms set forth in this End User Licensing Agreement, which are product-agnostic. The "General Terms" do not include the Deployment Terms, Product-Specific Terms, or Order Forms.

1.10. "License Term" means the duration of the license for a Purchased Product as stated in the Order Form (or, if purchased through a Reseller, then in the Purchasing Documentation), or any shorter term arising from a termination of the applicable Order Form in accordance with the terms of this Agreement.

1.11. "Order Form" means that certain Alteryx ordering document executed by and between You and Alteryx that describes the products and services to be provided to You, subject to the terms of this EULA. For clarity, Your purchase order or similar purchasing document presented by or on behalf of You is not an Order Form.

1.12. "Party" or "Parties" means Alteryx or You, or both, as applicable.

1.13. "Product(s)" means the Alteryx software in object code or software-as-a-service form made available by Alteryx to You under this Agreement, together with the applicable Technical Materials and Updates.

1.14. "Product-Specific Terms" means the terms within a document or exhibit attached to, or referenced by, this Agreement (including in an Order Form) that describe additional terms required for use of specific Products, Syndicated Data, SDK, or other Alteryx offering, if such terms are applicable.

1.15. "Professional Service(s)" means the training, enablement, or other professional services as may be purchased by You and set forth in an Order Form.

1.16. "Purchased Product(s)" means a Product(s), Professional Service(s), SDK, or Syndicated Data (a) for which fees are paid or payable by You, (b) which Alteryx has bundled with another Product, Service, or Syndicated Data, or (c) for which Alteryx has waived its fees and provided to You free of charge. "Purchased Product(s)" includes any related Technical Materials and Updates provided to You, or to which You were provided access.

1.17. "Purchasing Documentation" means an ordering document executed by and between You and a Reseller which describes the Purchased Products to be provided to You.

1.18."Representatives" means, individually and collectively, the directors, employees, affiliates, consultants, subcontractors, attorneys, accountants, and other professional advisors of a Party.

1.19."Reseller" means an Alteryx authorized reseller, partner, distributor, or original equipment manufacturer of Alteryx Products and Professional Services.

1.20."Results" means any results or outputs created by the Products.

1.21."SDK" means the Alteryx Software Development Kit made available by Alteryx to You under this Agreement, including any Updates, plus any previous versions of an Alteryx SDK You have obtained without an accompanying license agreement (if applicable).

1.22."Syndicated Data" means third-party data sourced by Alteryx that You have licensed and paid for.

1.23. "Technical Materials" means the standard published specifications made generally available for the Products that (a) are published at https://help.alteryx.com and (b) (i) describe functional, technical, design and performance specifications, (ii) describe installation, configuration, administration, operation and maintenance procedures and instructions, and (iii) include training guides and user manuals. **"Technical Materials"** do not include any third-party content, content posted in user forums, or content related to any future Products or future Product functionality. Technical Materials may be updated by Alteryx from time to time.

1.24. "Third-Party Code" means any component within a Purchased Product to the extent that such component is (a) provided by any Third-Party Licensor(s), (b) is delivered as part of the Purchased Products, and (c) is embedded and may not be removed (or used separately) from the Purchased Product.

1.25. "Third-Party Licensors" means third parties that have licensed to Alteryx the right to sublicense and/or distribute certain software, data or Third-Party Tools proprietary to such third parties. Third-Party Licensors shall be beneficiaries of this Agreement as it relates to their respective software, data or Third-Party Tools.

1.26. "Third-Party Tools" means any configurable component, widget, or add-on that is not embedded in or delivered by Alteryx with the Purchased Product at the time of delivery, but that is created by a third party or You and added to or used by You with the Purchased Product.

1.27. "Updates" means revised releases of the Purchased Products provided to You during the License Term, incorporating corrections, improvements and enhancements to such Purchased Products.

1.28. "You" or "Your" (and "Customer") means the individual or entity that has downloaded or otherwise procured the Purchased Product(s) for use as an end user. However, for the purpose of any agreement arising from an Order Form, reference to "You" shall be construed solely as a reference to the specific customer entity that executes the Order Form.

2. PAYMENT AND DELIVERY: You will timely pay all undisputed fees as set forth in the Order Form. You must notify Alteryx of any fees disputed in good faith within 30 days of the invoice date. Payment terms are net 30 from the date of receipt of electronic invoice, unless otherwise specified in the Order Form. Except as expressly set forth in this Agreement, Order Forms are non-cancelable and all fees are non-refundable. All undisputed fees (including fees not yet invoiced but committed to by You) become immediately due and payable upon the date of termination of this EULA or the applicable Order Form.

Your failure to pay undisputed fees by the required due date will be a material breach of this Agreement and Alteryx may, in its sole discretion, invoke any or all of the following actions (without limiting any other remedies available to it under this Agreement or under Applicable Law): (a) provide notice to You of Your failure to pay ("**Failure-to-Pay Notice**"); a Failure-to-Pay Notice shall also serve as notice of breach under **section 12.2** of this Agreement; (b) if You fail to pay Alteryx within 10 business days following receipt of such Failure-to-Pay Notice, Alteryx may suspend access to the Purchased Products in the applicable Order Form; and (c) if You fail to pay Alteryx within 30 days following such suspension, Alteryx may terminate the applicable Order Form and all fees for the full License Term applicable to the Purchased Products shall become immediately due and payable.

For Purchased Products, You agree to pay Alteryx the fees and any applicable sales and use taxes, including VAT, GST, and service tax, set forth in the invoice sent by Alteryx. Where applicable, You must provide proper tax-exemption documentation to Alteryx before signing an Order Form. If You are required to withhold income taxes from Your payment to Alteryx, You agree to send Alteryx an official tax receipt within 60 days of payment to Alteryx.

Alteryx will deliver or make available the Purchased Products, electronically or on physical media (if, in Alteryx's sole discretion, electronic delivery is commercially unreasonable), to the delivery location as specified in the applicable Order Form or as otherwise agreed to by the Parties in writing. All Purchased Products delivered electronically shall be deemed delivered when such Purchased Products are made available to You for download. All Purchased Products delivered on physical media shall be deemed accepted when delivered to the physical "Ship-To" address set forth in the Order Form.

3. LICENSE GRANT AND LICENSE RESTRICTIONS:
3.1 LICENSE GRANT: Alteryx grants You a limited, non-transferable, worldwide (except as otherwise restricted in this Agreement), royalty-free, non-sublicensable, non-assignable and non-exclusive license to install and use the Purchased Products for which You have been issued a License Key (as defined below) by Alteryx for Your internal business purposes, but conditioned upon use only in accordance with (a) the rights and restrictions contained in this Agreement; (b) any limits or restrictions set forth on any applicable Order Form; (c) the Technical Materials; and (d) the number of Authorized Users and/or permitted number of Cores (as applicable). If Your Order Form specifically permits Your Affiliates to use the Purchased Products, such use shall be subject to this Agreement and You, and such Affiliates, shall remain liable for all acts and omissions of all such Affiliates.

3.2 AUTHORIZED USERS: You must identify to Alteryx Your personnel who are authorized to use the Purchased Product and for whom the applicable license fees are paid (each an "Authorized User") in such a manner as required by Alteryx (e.g., via a valid email address assigned by You to each such Authorized User). The total count of Authorized Users must not exceed the number of User-Based Licenses purchased pursuant to an Order Form or otherwise granted by Alteryx in the case of Non-Commercial Licenses and Trial Licenses. User-Based Licenses may be reassigned to other uniquely identified individuals over time in the event personnel are no longer employed by You or the job description of designated personnel no longer includes usage of the Purchased Products, but may not be reassigned so frequently as to enable the sharing of any single User-Based License between multiple users.

3.3 USES NOT PERMITTED: UNLESS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, YOU MAY NOT: (a) copy, modify or make derivative works of any part of the Purchased Products or incorporate the Purchased Products into other software; (b) distribute, sell, resell, rent, lease, sublease, sublicense, timeshare, lend, or otherwise disseminate the Purchased Products (or any copies thereof) or Your rights under this Agreement; (c) offer, use, or permit the use of the Purchased Products and/or Results, as applicable, in a computer service business, data processing service, third-party outsourcing service, in support of client-based consulting services, on a membership or subscription basis, on a service bureau basis, on a time-sharing basis, as part of a hosted service, or on behalf of any third-party, including but not limited to using the Purchased Products and/or Results to create or offer for sale third-party or client-based products or services; (d) place the Purchased Products on the internet or any similar network or network service

or virtualize a user-based license unless set forth specifically in an Order Form or otherwise authorized by Alteryx in writing; (e) make any attempt to unlock or bypass any initialization system or encryption techniques utilized by the Purchased Products, or otherwise use the Purchased Products in any manner that circumvents any use limits or technological access control measures; (f) alter, remove or obscure any product identification, proprietary legend, copyright, trademark, service mark, or other notices contained in or on the Purchased Products; (g) allow access to the Purchased Products (or disclose any login identifications, passwords, lock-codes, authorization codes, license keys, serial numbers, or other credentials provided by Alteryx) (i) to anyone except an Authorized User, (ii) for any purpose other than for access to and use of the Purchased Products, and (iii) without ensuring that multiple Authorized Users do not use identical credentials; (h) permit any individual who is not an Authorized User or any third party to access and use the Purchased Products; (i) decompile, disassemble, decode, reverse engineer or in any other way attempt to derive, reconstruct, or discover a source code version of any Purchased Products or any of its components, including any data incorporated therein; (j) publicly disseminate information or analysis (such as benchmarking data) specific to the performance of the Purchased Products; (k) use the Purchased Products to develop, modify, or improve a product that is competitive with any Alteryx product offering; (l) assert (nor authorize, assist or encourage any third party to assert) against Alteryx, any of its Affiliates, or Third-Party Licensors, any patent infringement or other intellectual property infringement claim regarding any Alteryx Software, Purchased Product, or workflow created by the foregoing or a derivative work thereof; (m) disclose the terms and conditions of this Agreement or any Order Form; (n) use or enable the use of the Purchased Products and/or Results created by You for anything other than Your internal business purposes, provided such use is within the scope of the license provided under this Agreement (including the applicable Order Form); (o) use the Purchased Products in excess of any contractual use limits (including those set forth in an Order Form); or (p) use any third-party data in the Purchased Products (including incorporating such third-party data into any Results) on behalf of or for the benefit of such third party (e.g., client data or data provided from a third party under a services or consulting contract with You); for clarity, this does not preclude the use of third-party data licensed by You for Your internal business purposes.

3.4**.** LICENSE METRICS, TRIAL LICENSES, AND NON-COMMERCIAL LICENSES**:** Your use of the Purchased Products is additionally governed by any License Metrics, Trial Licenses, and Non-Commercial Licenses terms that are applicable to Your purchase, which can be found at https://www.alteryx.com/la-metrics.

3.5 SYNDICATED DATA: If You purchase a license to Syndicated Data, use of Syndicated Data is governed by the terms of this Agreement and the additional terms found at https://www.alteryx.com/la-data.

3.6. UPDATES. Alteryx will release Updates to the Purchased Products from time to time, incorporating corrections, improvements and enhancements. Alteryx reserves the right to update the Purchased Products at any time and in its sole discretion.

3.7 COMPLIANCE: Upon Alteryx's reasonable request, You shall certify in a signed writing that Your use of the Purchased Product is in compliance with the terms of this Agreement. Alteryx may, at its expense and no more than once every 12 months, appoint its own personnel or an independent third-party (or both) to verify that Your use, installation, or deployment of the Purchased Products comply with the terms of this Agreement.

3.8 THIRD-PARTY CODE: The Purchased Products may contain Third-Party Code. Some of the Third-Party Code may have additional terms that apply to the use of the Purchased Product (e.g., the obligation for Alteryx to provide attribution of a specific Third-Party Licensor).

3.9 SDK: If You use any SDKs (which are included free of charge with the Purchased Products), such use is governed by the terms of this Agreement and the additional terms found at https://www.alteryx.com/la-sdk.

3.10 DEPLOYMENT TERMS: The Parties agree that the applicable Deployment Terms exhibit (e.g., the Exhibits for Cloud and AI Terms, On-Premise Terms, or Professional Services Terms) shall apply to the correlating Purchased Product.

4. THIRD-PARTY ACCESS AND TOOLS:

4.1 AFFILIATE USE: You may allow its Affiliates to access and use the Purchased Products only if such use is expressly allowed for in the applicable Order Form. You and applicable Affiliates shall be jointly and severally liable for all acts and omissions of all such Affiliates.

4.2 THIRD-PARTY USE ON YOUR BEHALF: You may allow an Affiliate or a third-party contractor to operate, use or access the Purchased Products solely on Your behalf (or on an Affiliate's behalf, if allowed for in the Order Form), provided such use or access is only in furtherance of Your (or an Affiliate's, if allowed for) internal business purposes. For clarity, no Affiliate (unless allowed for in the Order Form**)** or third-party contractor may utilize a Purchased Product for its own commercial purposes and must use (a) Your provided credentials to access a Purchased Product and (b) a Purchased Product procured by You to provide services to You. You are responsible for ensuring that any Affiliate or third-party contractor operating, using or accessing the Purchased Products on Your behalf complies with the terms of this Agreement. You are solely responsible for and liable for the acts or omissions of such Affiliate or third-party contractor. Upon reasonable request by Alteryx, You must identify Affiliates or any third-party entities using the Purchased Products pursuant to this section.

4.3 THIRD-PARTY TOOLS: You agree that use of Third-Party Tools may be subject to any applicable third-party terms and conditions. You are responsible for complying with any terms or conditions required by the Third-Party Tools and all use of the Third-Party Tools is at your own risk.

5. CONFIDENTIALITY:

5.1 Without any marking of further designation: (a) all Purchased Products shall be deemed to be Confidential Information of Alteryx; (b) all Customer Data shall be deemed to be Confidential Information of You; and (c) the terms and conditions of this Agreement will be deemed Confidential Information of both Parties. "Confidential Information" does not include information that: (i) has become public knowledge through no fault of the Receiving Party; (ii) was in the possession of or known to the Receiving Party, free of any confidentiality obligations, at the time of its disclosure by the Disclosing Party; (iii) becomes known to the Receiving Party, free of any confidentiality obligations, from a source other than the Disclosing Party, provided such person or entity is not bound by a confidentiality obligation or a restriction on use with respect thereto; or (iv) is independently developed by the Receiving Party without the use of the Disclosing Party's Confidential Information.

5.2 Each party when receiving Confidential Information (in such instance, the "**Receiving Party**") agrees that it shall, and it shall instruct in writing its Representatives to, preserve the confidentiality of any Confidential Information disclosed to the Receiving Party by the other party (the "**Disclosing Party**") pursuant to or in connection with this Agreement either directly or indirectly. Each party shall advise its respective Representatives of the obligations of confidentiality set forth in this Agreement with respect to such Confidential Information, and the Receiving Party shall be responsible for any breach of the terms of this Agreement by such Representatives with respect to the Confidential Information. The obligation of the Receiving Party to protect the confidentiality of any Confidential Information hereunder will remain in effect for a period of five years following the date of actual disclosure of such Confidential Information by the Disclosing Party hereunder, except the obligation to protect trade secrets, which will survive for so long as such information remains a trade secret under Applicable Law.

5.3 The Receiving Party may disclose Confidential Information only: (a) as necessary to provide or use the Purchased Products under the terms of this Agreement; (b) to Representatives of the Receiving Party, on a need-to-know basis; (c) to Representatives of the Receiving Party to which disclosure is explicitly allowed for or required under this Agreement; or (d) in the event of a dispute between the Parties, as necessary to establish its rights. Notwithstanding the foregoing, if the Receiving Party is required to disclose the Disclosing Party's Confidential Information in connection with Applicable Law, the Receiving Party will give prior written notice of the required disclosure (where the Receiving Party is able to do so under Applicable Law) so that the Disclosing Party may seek a protective order, confidential treatment, or other appropriate relief. The Receiving Party that is required to disclose the Confidential Information shall provide the Disclosing Party reasonable assistance (at the Disclosing Party's expense) in connection with such action.

6. OWNERSHIP:

6.1 OWNERSHIP BY A PARTY: All title and intellectual property rights in and to any product or service provided by Alteryx to You (including but not limited to the Purchased Products, Syndicated Data, content, application programming interfaces, maps, directions, and any images, photographs, video, audio, text, and "applets," if any) and all copies, modifications, and derivative works thereof (including any changes which incorporate Your Feedback) are owned or licensed by Alteryx and no ownership rights are being conveyed to You under this Agreement or otherwise. Nothing in this Agreement constitutes a waiver of Alteryx's rights under any Applicable Laws, including but not limited to U.S. or international intellectual property laws. All rights not specifically granted under this Agreement are reserved by Alteryx and its suppliers, including the Third-Party Licensors. The Professional Services and any related deliverables are not a Work-for-Hire as defined by Applicable Law. Third-Party Licensors specifically retain title to all Third-Party Code, data or Third-Party Tools owned by them. You retain all title and intellectual property rights to any data or information owned and provided by You when using the Purchased Product.

6.2 FEEDBACK: In the event that You provide to Alteryx any feedback, suggestions, ideas, or identification of problems or deficiencies and possible remedies therefor (collectively, "Feedback") with respect to the Purchased Product(s) or any other existing or potential product or service of Alteryx, You grant to Alteryx and its Affiliates a worldwide, non-exclusive, royalty-free, non-terminable license to use such Feedback in any way, including but not limited to incorporating it into the Purchased Product(s) or other existing or future products or services of Alteryx, its Affiliates, partners, and Resellers.

7. DATA:

You may use the Purchased Products with Customer Data, including third-party data sets licensed directly by You from third parties, provided that You are compliant with the terms and conditions of Your agreement with such third party and such use is in accordance with this Agreement. Alteryx shall not be liable for any damages or claims incurred arising from Your provision or use of Customer Data. You are responsible for compliance with all Applicable Laws regarding data privacy and protection, including those regarding obtaining and handling all Customer Data in connection with its role as described in this Agreement. Any breach of this section by You shall be considered a breach of the license scope of this Agreement.

Alteryx may automatically collect usage data regarding Your installation, registration and use of the Purchased Products, which may contain limited personal data, in order to improve its products and services, provide support and troubleshooting, ensure compliance with our agreements and terms of use, and carry out business operations as needed to deliver products and services. Alteryx will not publicly disclose any usage data that identifies You or any Authorized Users. To the extent usage data contains individually identifying information, Alteryx collects and uses such data in accordance with its published privacy policy available at https://www.alteryx.com/privacy.

8. SUPPORT & PROFESSIONAL SERVICES:

8.1 SUPPORT: For Purchased Products which You have licensed from Alteryx, Alteryx will provide You support in accordance with the Alteryx Support Guidelines found at https://www.alteryx.com/support-policy-and-guidelines and as may be further specified in an applicable Order Form.

8.2 PROFESSIONAL SERVICES: Alteryx will provide the number of days or hours of Professional Services that You purchase and are set forth in an Order Form. The Parties acknowledge that the scope of the Professional Services covered by the General Terms consist solely of assistance with enablement and training in use of the Purchased Products. Any additional Professional Services will be governed by the Professional Services Terms in the Deployment Terms.

9. LIMITED WARRANTY:

9.1 Alteryx warrants all Purchased Products (except any Trial Licenses, Non-Commercial Licenses, or unpaid or beta Products) as further described in the Warranty section of the applicable Deployment Terms (each a **"Product and Service Warranty"**, and, together, the **"Product and Service Warranties"**).

9.2 Alteryx will have no obligation with respect to a Product and Service Warranty claim unless You provide Alteryx with written notice of such claim within 45 days of the date on which the condition giving rise to the claim first appeared. The notice described above must (a) describe the specific way(s) in which the Purchased Products do not conform to the Technical Materials, and (b) include sufficient information for Alteryx to create a reproducible test case to confirm such non-conformity.

9.3 If Alteryx, in its sole and reasonable determination, confirms that the Purchased Products do not materially conform to the Technical Materials, Alteryx will: (a) provide You with a replacement of the Purchased Product or an error correction or workaround which corrects the defect within a commercially reasonable timeframe; or (b) if Alteryx determines the remedy set forth in subsection (a) above to be impracticable or commercially unreasonable, Alteryx may terminate the Purchased Product in

the applicable Order Form and provide a pro-rata refund for the remaining License Term of the defective Purchased Product.

9.4 Alteryx shall have no obligation to provide a remedy for a Product and Service Warranty claim due to: (a) any modification of the Purchased Products not made by Alteryx, (b) any use of the Purchased Products on a system that does not meet Alteryx's minimum requirements, or (c) any software or hardware that is not provided by Alteryx.

9.5 Alteryx's entire liability and Your sole and exclusive remedy for the subject matter giving rise to any Product and Service Warranty claim are the remedies set forth in this section 9.

9.6 Each Party hereby represents and warrants that: (a) if it is a company or other entity, it is duly organized and validly existing under the Applicable Laws of the place of its incorporation or formation and has full corporate power and authority to enter into this Agreement and to carry out the provisions hereof; (b) it is duly authorized to execute and deliver this Agreement and to perform its obligations hereunder; (c) this Agreement is a legal and valid obligation binding upon it and enforceable according to its terms; (d) 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 violate any Applicable Laws of any court, governmental body, or administrative or other agency having jurisdiction over it; and (e) it will comply with all Applicable Laws in its performance of this Agreement.

9.7 DISCLAIMERS. EXCEPT AS MAY OTHERWISE BE EXPRESSLY SET FORTH HEREIN, NEITHER ALTERYX NOR THIRD-PARTY LICENSORS MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PURCHASED PRODUCTS OR THIRD-PARTY TOOLS, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. ANY TRIAL LICENSES, NON-COMMERCIAL LICENSES, UNPAID OR BETA PRODUCTS, AND SDKS ARE PROVIDED ON AN "AS-IS" BASIS. ALTERYX DISCLAIMS ANY AND ALL LIABILITY FOR THIRD-PARTY CODE, THIRD-PARTY TOOLS, AND YOUR USE OF THE SDKS. NEITHER ALTERYX NOR THIRD-PARTY LICENSORS MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE ACCURACY, RELIABILITY OR COMPLETENESS OF THE PURCHASED PRODUCTS OR THIRD-PARTY TOOLS. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE ENTIRE RISK AS TO THE USE OF THE PURCHASED PRODUCTS AND THIRD-PARTY TOOLS ARE ASSUMED BY YOU. YOU ACKNOWLEDGE THAT IN ENTERING INTO THIS AGREEMENT, YOU HAVE NOT RELIED ON ANY PROMISE, WARRANTY, OR REPRESENTATION NOT EXPRESSLY SET FORTH IN THIS AGREEMENT.

10. CLAIMS AND INDEMNIFICATION:

10.1 Alteryx will (at its expense) defend and indemnify You for any Claim brought by a third party against You or Your Representatives (jointly and separately, **"Customer Parties"**) that alleges that Alteryx Software (as supplied by Alteryx to You) directly infringes or misappropriates such third party's U.S. issued patent or any trademark, trade secret right or copyright (an "**Infringement Claim**"). Alteryx's indemnification obligation to Customer Parties will be limited to damages and costs (including reasonable attorneys' fees) finally awarded against Customer Parties by a court of competent jurisdiction for the Infringement Claim and settlements pre-approved by Alteryx in writing.

If an Infringement Claim is brought or threatened, Alteryx may, at its sole option and expense: (a) procure a license as needed to avoid the Infringement Claim; (b) modify or replace all or portions of the Product as needed to avoid the Infringement Claim, provided that such modification or replacement must have substantially similar or better capabilities; or (c) solely in the event that Alteryx determines that **section 10.1(a)** or **(b)** are not commercially reasonable, Alteryx may terminate: (i) this Agreement, (ii) any applicable Order Form(s), or (iii) any applicable Purchased Products in an applicable Order Form.

If Alteryx terminates this Agreement, an applicable Order Form or an applicable Purchased Product as described immediately above, it will provide to You a pro-rata refund of the license fees paid under the applicable Order Form(s) for the remainder of the terminated portion of the License Term of such Purchased Product(s). **The rights and remedies granted to You under this section 10 state Alteryx's entire liability, and Your exclusive remedy, with respect to any third-party claim of intellectual property infringement.**

10.2 Alteryx shall have no obligation to defend and indemnify You against, and Alteryx has no liability for, a Claim to the extent: (a) the Purchased Products are customized or modified by any party other than Alteryx; (b) the Purchased Products are customized or modified in accordance with written specifications provided by You; (c) the Purchased Products are combined with products or processes not provided by Alteryx; (d) the use of the Purchased Products is in violation of this Agreement; (e) You are using an unsupported release of the Purchased Product or You have failed to install an Update provided by Alteryx that could have avoided the actual or alleged Claim; (f) the Claim is related to Results or related to workflows, output, analytic applications, algorithms or other applications or programming built or created by or on behalf of You; (g) You are in breach of **section 4.3 (Third-Party Tools)**; or (h) an act or omission by You prevents or materially hinders Alteryx's ability to comply with the terms of this Agreement.

10.3 You will (at your expense) defend and indemnify against any Claim brought by a third party against Alteryx or Alteryx's Representatives (jointly and separately, "**Alteryx Parties**") that is based on: (a) Your use, alteration, application or disclosure of the Purchased Products in violation of this Agreement or Applicable Law; (b) Customer Data or any use thereof; or (c) any Results generated by Your use of the Purchased Products or use thereof.

Your indemnification obligation to Alteryx Parties will be limited to damages and costs (including reasonable attorneys' fees) attributable to the Claim, as finally awarded against Alteryx Parties by a court of competent jurisdiction, and settlements pre-approved by You in writing.

10.4 The indemnifying party will have no liability or obligation to defend or indemnify the indemnified party to the extent the indemnified party fails to: (a) give prompt notice to the indemnifying party of the indemnifiable Claim; (b) grant exclusive rights to the indemnifying party to defend or settle the Claim (and any related Claim), provided that the indemnifying party will not enter into any settlement that would diminish the rights of the indemnified party or that includes an admission of fault or wrongdoing or the payment of money by the indemnified party; (c) provide any information, cooperation and assistance to the indemnifying party as may be reasonably necessary for the indemnifying party to defend or settle the Claim ; or (d) refrain from making any admissions or statements with respect to a Claim, or attempting to settle a Claim, unless the indemnifying party has provided prior written consent. An indemnified party may participate, at its own expense, in any defense, provided that the indemnifying party retains sole control over the defense.

11. LIMITATION OF LIABILITY:

11.1 In no event shall You, Alteryx, or Third-Party Licensors be liable regardless of the cause, for any special, indirect, incidental, consequential, exemplary or punitive damages; loss of goodwill, profits, business opportunity, anticipated savings, or data; work stoppage; or computer failure or malfunction, 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.

11.2 Alteryx's entire liability for claims or obligations arising under or related to this Agreement shall not exceed the license fees paid and/or payable by You in the twelve-month period prior to the events giving rise to the claim or obligation.

11.3 INCLUSIONS AND EXCLUSIONS: The limitations on liability set forth in this section: (a) apply 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; (b) do not apply to the extent prohibited by Applicable Law; and (c) do not apply to: (i) liability arising out of a Party's gross negligence or willful misconduct, fraud or fraudulent misrepresentation, or death or personal injury caused by a Party's negligence; (ii) any liability arising out of Your use of the Purchased Products beyond the scope of any license granted under this Agreement, or Your failure to pay any amounts properly due and owing to Alteryx under this Agreement.

12. TERM AND TERMINATION:

12.1 TERM: This Agreement is effective as the execution of an Order Form referencing this EULA, or when the software is deemed delivered (whichever is sooner) and expires when all licenses and services hereunder have expired in accordance with their own terms. The term of Your license under this Agreement is limited as specified in the Order Form or in the Purchasing Documentation if purchased through a Reseller. Each Order Form shall become effective when duly signed by each of the parties and shall continue in effect through the expiration date for the licenses granted thereunder, unless terminated earlier by either party in accordance with this Agreement.

12.2 TERMINATION: Alteryx or You may terminate this Agreement upon notice to the other party if the other party: (a) breaches any material obligation under this Agreement and fails to cure such breach within thirty (30) days from the date the other party receives notice of the breach from the non-breaching party, provided that Alteryx may terminate this Agreement and any license(s) immediately upon any breach of Section 3.3; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against such party (and not dismissed within sixty (60) days). Termination is not an exclusive remedy and the exercise by either party of any remedy under this Agreement will be without prejudice to any other remedies it may have under this Agreement, by law, or otherwise. Alteryx may suspend Your access to the Purchased Products in the event that You violate any applicable usage limitations or otherwise breaches its material obligations under this Agreement, until such time such violation or breach is cured.

12.3 EFFECTS OF TERMINATION: Upon expiration or termination of this Agreement, You agree to remove all copies of the Purchased Product(s), Third-Party Tools and Syndicated Data from all computers and servers on which they have been installed and to destroy all copies of the Purchased Product(s), Third-Party Tools and Syndicated Data in Your possession, provided that You may retain copies of any Results. If so requested by Alteryx, You shall certify to Alteryx in writing that such actions have been taken. The termination or expiration of this Agreement will not affect any terms in this Agreement which, by their nature, ought to survive termination or expiration, including but not limited to provisions addressing the subject matters of definitions, payment obligations, confidentiality, term and termination, effect of termination, ownership or intellectual property, permitted use, license compliance, limitation of liability, privacy, usage analytics, and the General Terms.

13. ETHICS AND COMPLIANCE: Additional terms governing the Parties' ethics and compliance obligations can be found here at https://www.alteryx.com/la-comply.

14. GENERAL:

14.1 MISCELLANEOUS TERMS: This Agreement represents the Parties' entire understanding and agreement regarding the Purchased Products, and Third-Party Tools, and supersedes any prior purchase order, communication, advertising or representation between You and Alteryx and/or any Reseller. To the extent there is any conflict between the terms of these General Terms and one of the documents hereafter described, such conflict shall be resolved according to the following hierarchy: (a) the Order Form, then (b) the applicable Product-Specific Terms, then (c) the Deployment Terms, and then (d) the General Terms. No provision of any purchase order or other business form, including any electronic invoicing portals and vendor registration processes, employed by You will supersede the terms and conditions of this Agreement (even if after the date of this Agreement or any Order Form), and any such document shall be for administrative purposes only and shall have no legal effect. Any Order Form not terminated concurrently with the termination of this Agreement shall survive until such Order Form expires or terminates by its own terms.. Alteryx may update this Agreement from time to time and will make a such version available on https://www.alteryx.com/legal. You agree to be bound by this Agreement, as updated.

The provisions of Sections 1, 2, 4, 5, 6, 7 and 9 through 14 shall survive any termination of this Agreement. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of either Party, its agents, or employees, but only by an instrument in writing signed by an authorized signatory of a Party.

14.2 SEVERABILITY: If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, that provision shall be enforced only to the extent permissible by Applicable Law and otherwise deemed severable from, and shall in no way affect the validity or enforceability of, the remaining provisions.

14.3 ASSIGNMENT: This Agreement will bind and inure to the benefit of each Party's permitted successors and assigns. You may not assign this Agreement or any of its rights or obligations granted hereunder, including by operation of Applicable Law, without the prior written consent of Alteryx, which shall not be unreasonably withheld or delayed. Any attempt to transfer or assign this Agreement without such written consent will be null and void. Alteryx may assign this Agreement to any Affiliate or in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of Alteryx's assets or voting securities.

14.4 GOVERNING LAW; VENUE:

Without regard to any conflict of laws principles, this Agreement (a) if You are located in North or South America, the licensing entity is Alteryx, Inc., a Delaware corporation, and this Agreement will be governed by the Laws of the State of California, United

States; or (b) if You are located outside of North or South America, the licensing entity is Alteryx UK Ltd., a United Kingdom limited company, and this Agreement will be governed by the Laws of England and Wales.

All disputes arising out of or in relation to this Agreement shall be submitted to the exclusive jurisdiction of the courts of (a) Orange County in the State of California when the Laws of the State of California apply; or (b) London when the Laws of England and Wales apply. Nothing in this section shall restrict a Party's right to bring an action (including any motion for injunctive relief) against the other Party in the jurisdiction where the other Party's place of business is located. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act, as currently enacted by any jurisdiction or as may be codified or amended from time to time by any jurisdiction, do not apply to this Agreement.

14.5 FORCE MAJEURE: Neither Party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events that occur after the signing of this Agreement and which are beyond the reasonable control of the parties, such as strikes, blockade, war, terrorism, riots, natural disasters, denial of service attacks or other malicious conduct, utility failures or power outages, and governmental acts, orders, and restrictions, in so far as such an event prevents or delays the affected Party from fulfilling its obligations and such Party is not able to prevent or remove the force majeure at reasonable cost.

14.6 PUBLICITY: Notwithstanding the Confidentiality section, Alteryx may identify You as a customer of Alteryx and use Your name and logo in any of its advertising or marketing materials (including any press release or statement) solely in connection with such identification. You can retract the foregoing permission by submitting a written request via email to logo.optout@alteryx.com.

14.7 NOTICES: Any notice hereunder shall be in writing. If to Alteryx, such notice shall be sent to Alteryx, Inc. at 3347 Michelson Drive, Suite 400, Irvine, CA 92612, USA, to the attention of "Chief Legal Officer". If to You, such notice or report shall be sent to the "ship to" address You provided to Alteryx and/or a Reseller upon placing Your order. Notices shall be deemed given: (a) upon receipt if by personal delivery; (b) upon receipt if sent by certified or registered mail (return receipt requested); or (c) one day after it is sent if by next day delivery by a major commercial delivery service.

14.8 TERMS FOR LITIGATION: You acknowledge that monetary damages may not be a sufficient remedy for breaches of this Agreement and that Alteryx shall be entitled to seek, without waiving any other rights or remedies, injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction. The prevailing Party in any action required to enforce this Agreement will be entitled to recover its reasonable attorneys' fees and costs in connection with such action. Regardless of any language into which this Agreement may be translated, the official, controlling and governing version of this Agreement shall be exclusively the English language version.

14.9 RESELLER SALES: If You acquired the Purchased Products through an Alteryx authorized reseller, partner, or original equipment manufacturer of Alteryx products (each, a "Reseller"), You acknowledge that (a) payment and delivery terms for the Purchased Products must be established separately and independently between You and Reseller; (b) this Agreement constitutes the entire agreement between You and Alteryx regarding the license rights for the Purchased Products and the obligations of Alteryx as set forth herein and is controlling; (c) the terms and conditions of any purchase order or any other agreement between You and Reseller are not binding on Alteryx; (d) Reseller is not authorized to alter, amend or modify the terms of this Agreement or to otherwise grant any license or other rights or any obligations relating in any way to the Purchased Products; and (v) Your nonpayment of any amount due to a Reseller or any other relevant third party relating to its licensed rights under this Agreement shall constitute a basis for Alteryx's termination of this Agreement. You further acknowledge that Alteryx makes no representation or warranty, nor incurs an obligation with respect to, with regard to any services or other products provided by any Reseller, or any actions or failures to act by any Reseller.

14.10 U.S. GOVERNMENT RESTRICTED RIGHTS: The Purchased Product is a "commercial item" as that term is defined at FAR Subpart 2.1. For U.S. Government customers, Alteryx provides the Purchased 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 customer require additional rights in Purchased Products, 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 Purchased Products.

14.11 THIRD PARTY RIGHTS: Unless otherwise expressly provided in this Agreement, a person who is not a party to this Agreement shall not have any rights to enforce any term of this Agreement.