

SYNDICATED DATA TERMS AND CONDITIONS

The following terms and conditions apply to the procurement and use of Syndicated data, as required by the resale agreements between data providers and Alteryx. As used herein, “data providers” shall mean providers of Syndicated data, including their third-party suppliers. All other capitalized terms used but not defined herein shall have the same meaning as in the applicable license agreement between Licensee and Alteryx (herein, the “Agreement”) that references these Syndicated data terms and conditions.

1.1 Licensee may use the Syndicated Data solely through the Licensed Products to create results or output (i) for use internally by Licensee within the scope of the license provided under the applicable Order Form (such results or output for internal use being referred to herein as “Results”); and (ii) that may be delivered to Licensee’s customers as part of Licensee’s business, provided that the delivery of such results or output must be a value added part of Licensee’s business and not sold on a standalone basis (together, the “Output Provision”). Data samples provided by Alteryx for the purpose of previewing or testing a new data set may not be used under the foregoing Output Provision and such samples may only be used for internal, non-commercial review or purposes. Alteryx, at its option, at any time during the term of the Agreement or any Order Form, may substitute data vendors of the Syndicated Data and the data provided by such data vendors, provided that the data substituted is of the same or better utility as the data provided to Licensee prior to such substitution.

1.2 Licensee agrees (i) that Syndicated Data may be used solely as one factor in Licensee’s credit, insurance, marketing or other business decisions and that Licensee is expressly prohibited from using the Syndicated Data as a factor in establishing an individual’s eligibility for (a) credit or insurance to be used primarily for personal, family or household purposes; or (b) employment; (ii) not to use the Syndicated Data to engage in unfair or deceptive practices; and (iii) it shall comply with all applicable Laws in connection with use of the Syndicated Data hereunder.

1.3 Licensee also agrees (i) use of data from the data provider TomTom North America that is provided as part of the Syndicated Data (“TomTom Data”) with a non-TomTom map may result in increased variance between the location displayed on the map and ground truth location; (ii) it shall not provide, display or allow access to actual numerical latitude and longitude coordinates from TomTom Data to any third parties; (iii) it shall not use the TomTom Data to create or assist in the creation of a database of geospatial data with road geometry and street names, routing attributes that enable turn-by-turn navigation on such road geometry, or latitude and longitude of individual addresses and house number ranges; and (iv) it shall not use TomTom Data for in-flight or drone navigation or in connection with any high risk systems, devices, products or services that are critical to the health and safety or security of people and property.

1.4 Licensee may use data from the data provider Experian Marketing Solutions that is provided as part of the Syndicated Data (“Experian Data”) to Match Licensee Customer data to Experian Data for internal analytics use only, which shall include research, Customer analysis, Customer profiling, Customer segmentation, Direct Marketing campaigns to Customers (for internal analytics purposes only), reporting (including media planning reports), and Modeling. Licensee may not use the Experian Data for tactical Direct Marketing campaign execution based on Customer name and address or telephone number variables from the Experian Data. For the purposes of this Section 1.4, (i) “Customer” means a consumer: (a) who has voluntarily provided Licensee with contact information that may include any of name and address, email address, or telephone number; (b) engaged in a monetary transaction with Licensee; (c) whose name and address, email address, or telephone number is owned by Licensee; or (d) whose name and address, email address, or telephone number is leased, licensed or rented by Licensee and used for internal analytics purposes only and not for prospecting purposes; (ii) “Direct Marketing” means contacting (e.g., via mail, telephone or email) an audience using individual name and address, email or telephone variables; (iii) “Match” means by matching Licensee Customer data to Experian Data by means of a Customer name and address or telephone match within the Experian Data; and (iv) “Modeling” means an algorithm derived in whole or in part from Experian Data that is predictive of certain consumer behaviors. Experian Data that is used for data appending shall be restricted to a direct match of either name and address, or telephone number off of the Licensee’s customer database.

1.5 Licensee shall maintain appropriate security measures at least equivalent to those normally used by Licensee with respect to licensed software and data products, provided such measures provide at least a reasonable degree of care, to prevent the accidental or otherwise unauthorized access to or use, modification or disclosure of the Syndicated Data. Licensee shall not permit unauthorized copying of the Syndicated Data, use the Syndicated Data to provide competitive information about Data Providers to third-parties, nor export or download the Syndicated Data on a stand-alone basis out of the Alteryx proprietary format in which it was provided to Licensee by Alteryx. Syndicated Data may only be used in connection with the Licensed Product with which such data has been provided or in which such data has been incorporated and embedded and may not be directly accessed by any personnel of Licensee that is not an Authorized User of such Licensed Product, regardless of whether such personnel has access to other Licensed Products. Any results or output must include the applicable attribution as described at <http://www.alteryx.com/data-copyright-guidelines>. Data Providers may request certification that Licensee’s use of the Syndicated Data is in compliance with the terms herein and Licensee agrees to comply with any such request.

1.6 Alteryx and Data Providers make no representations or warranties of any kind with respect to the accuracy, completeness, timeliness, merchantability or fitness for a particular purpose of the Syndicated Data or of the media on which the Syndicated Data is provided; expressly disclaim all warranties, express or implied; and provide the Syndicated Data on an “as is” basis. Licensee shall indemnify, defend and hold harmless Alteryx and Data Providers from any claim, damages or loss arising out of or relating to Licensee’s use of the Syndicated Data in violation of the Agreement. Neither Alteryx nor the Data Providers will be liable for any loss, damage or injury whatsoever, or for special, incidental, indirect, consequential or exemplary damages, related to the Syndicated Data, regardless of the form of the claim or whether the party was advised of the possibility of such damages.

1.7 If Licensee is an agency, department, or other entity of the United States Government, or funded in whole or in part by the United States Government, then use, duplication, reproduction, release, modification, disclosure or transfer of the Syndicated Data is restricted in accordance with the LIMITED or RESTRICTED rights as described in any applicable DFARS or FAR. In case of conflict between any of the FAR and/or DFARS that may apply to the Syndicated Data, the construction that provides greater limitations on the Government’s rights shall control. Contractor/manufacture of the TomTom Data is TomTom North America, Inc., 11 Lafayette Street, Lebanon, NH 03766-1445. Phone: 603.643.0330. The TomTom Data are © 2006-2018 by TomTom. ALL RIGHTS RESERVED. For purpose of any public disclosure provision under any federal, state or local law, it is agreed that the Syndicated Data is a trade secret and a proprietary commercial product and not subject to disclosure. If Licensee is an agency, department, or other entity of any State government, the United States Government or any other public entity or funded in whole or in part by the United States Government, then Licensee hereby agrees to protect the Syndicated Data from public disclosure and to consider the Syndicated Data exempt from any statute, law, regulation, or code, including any Sunshine Act, Public Records Act, Freedom of Information Act, or equivalent, which permits public access and/or reproduction or use of the Syndicated Data. In the event, that such exemption is challenged under any such laws, this agreement shall be considered breached and any and all right to retain any copies or to use the Syndicated Data shall be terminated and considered immediately null and void. Any copies of the Syndicated Data held by Licensee shall immediately be destroyed. If any court of competent jurisdiction considers this clause void and unenforceable, in whole or in part, for any reason, this Agreement shall be considered terminated and null and void, in its entirety, and any and all copies of the Syndicated Data shall immediately be destroyed.