

Addendum for Alteryx Cloud Services

This Addendum for Alteryx Cloud Services (the “**Addendum**”) governs Licensee’s use of the Cloud Services (defined below) and supplements the Alteryx End User License Agreement or the master agreement (e.g., Master License Agreement or Software & Data License Agreement) governing Alteryx’s software products between Alteryx and Licensee (as defined below) (such applicable agreement, the “**Agreement**”). Capitalized terms used herein but not defined in this Addendum will have the meanings given them in the Agreement.

1. DEFINITIONS.

1.1 “Cloud Documentation” means the online, standard help materials made generally available by Alteryx for use with the Cloud Services that describe the features and functionality of the Cloud Services.

1.2 “Cloud Services” means the Alteryx software application hosted and made available by Alteryx as a cloud service to Licensee. Except as otherwise specified in this Addendum, Cloud Services are considered “Licensed Product(s)” or “Software” under the Agreement.

1.3 “Licensee”, as used herein, means the customer entity identified in the Agreement.

1.4 “Licensee Content” means any data or information that Licensee uploads, connects to, or imports into the Cloud Services from its internal data sets or other sources not supplied by Alteryx (e.g. Licensee-Sourced Data) to facilitate Licensee’s use of the Cloud Services. Except as otherwise specified in this Addendum, Licensee Content is considered “Licensee-Sourced Data” under the Agreement.

2. LICENSE AND RESTRICTIONS. Except as otherwise specified in this Addendum, the grant and restrictions set forth in this Section 2 applies to Licensee’s use of the Cloud Services and supersedes any license grant or other grant of rights contained in the Agreement. For clarity, any license grant or other grant of rights applicable to any “Licensed Product” or “Software” contained in the Agreement do not apply to the Cloud Services.

2.1 Cloud Services Use Rights. Alteryx will make available, and grants to Licensee a limited, non-exclusive, non-sublicensable, non-transferable right to access and use, the Cloud Services for the applicable subscription term. The Cloud Services may only be used for Licensee’s internal business purposes and the grant thereto is conditioned upon use only in accordance with (i) the rights, limits and restrictions contained in this Addendum, the Agreement, and the applicable Order Form; and (ii) the Cloud Documentation.

2.2 Use Restrictions. Unless expressly set forth otherwise in this Addendum or an Order Form, Licensee may not:

(A) use the Cloud Services (i) in excess of any contractual use limits (including those set forth in an Order); (ii) permit any individual who is not an Authorized User or any third party to access and use the Cloud Services; or (iii) in any manner that circumvents any use limits or technological access control measures;

(B) use the Cloud Services (i) in violation of any applicable law, including data protection laws; (ii) to send or store infringing, obscene, threatening, or otherwise harmful or unlawful material, including material that violates a third party’s privacy rights; (iii) to send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, or agents; (iv) in a manner that interferes with or disrupts the integrity or performance of the Cloud Services; or (v) to gain unauthorized access to the Cloud Services (including unauthorized features and functionality) or Alteryx’s systems or networks;

(C) disclose any login identifications, passwords, lock-codes, authorization codes, license keys, serial numbers, or other credentials provided by Alteryx to anyone except an Authorized User and solely as necessary for access to and use of the Cloud Services, as permitted hereunder;

(D) copy, modify, translate, or make derivative works of any part of the Cloud Services or incorporate the Cloud Services into other software or services;

(E) distribute, sell, resell, rent, lease, sublease, sublicense, timeshare, lend, or otherwise disseminate or make available any part of the Cloud Services, or any copies thereof, or Licensee’s rights hereunder;

(F) make any attempt to unlock or bypass any initialization system or encryption techniques utilized by the Cloud Services;

(G) alter, remove, or obscure any product or service identification, proprietary legend, copyright, trademark, service mark, or other notices contained in or on the Cloud Services;

(H) decompile, disassemble, decode, reverse engineer or in any other way attempt to derive, reconstruct, or discover a source code version of any Cloud Services, or any components thereof, including any data or other materials incorporated therein;

(I) publicly disseminate performance information or analysis from any source relating to the Cloud Services;

(J) access or use the Cloud Services for purposes of developing or operating products or services that are competitive with the Cloud Services or any other Alteryx product or service offering; or

(K) disclose the terms and conditions of this Addendum or any Order Form.

The use restrictions in this Section 2.2 apply in addition to any use restrictions and other limitations set forth in the Agreement or any Order.

2.3 Regional Service Limitations. Unless expressly permitted in the Order Form, Licensee may not use the Cloud Services in mainland China or Russia except at Licensee's sole risk. Any use of the Cloud Services in these regions is not subject to Alteryx's performance, SLA (as defined below), or support requirements, as set out in the Agreement, the Cloud Documentation, or the Order. Licensee warrants and agrees that Licensee shall not use the Cloud Services in any other country or territory where usage is restricted by local laws or regulations or by the laws or regulations of the United States.

3. LICENSEE RESPONSIBILITIES.

3.1 Licensee shall: (i) use the Cloud Services only in accordance with this Addendum, the Agreement, and the applicable Order Form; (ii) be responsible for all acts and omissions of Authorized Users in accessing and using the Cloud Services, including their compliance with this Addendum and applicable law; and (iii) implement and maintain appropriate security measures designed to prevent any unauthorized use of or access to the Cloud Services, and notify Alteryx immediately of any suspected or known unauthorized use of or access to the Cloud Services.

3.2 Licensee has exclusive control and responsibility for (a) determining the Licensee Content used with the Cloud Services and the roles and any access controls applicable to its Authorized Users; (b) obtaining all necessary consents and providing any required notices applicable to Licensee Content and any processing by Alteryx of such Licensee Content; (c) the accuracy, quality, and legality of all Licensee Content; and (d) complying with any applicable terms and conditions of any third-party data, materials, products, services, technologies, platforms, or other components of the Cloud Services. ANY LIMITATIONS ON LICENSEE'S LIABILITY SET FORTH IN THE AGREEMENT WILL NOT APPLY TO A BREACH OF SECTIONS 2 AND 3 OF THIS ADDENDUM.

4. LICENSEE CONTENT.

4.1 License Grant from Licensee. During the subscription term, Licensee grants Alteryx and its Affiliates a limited, non-exclusive, royalty-free license to use, copy, transmit, sub-license, index, store, display, and process Licensee Content solely to the extent necessary to provide the Cloud Services to Licensee, to prevent or address service or technical problems, and to enforce its rights under this Addendum.

4.2 Protection and Retention of Licensee Content. During Licensee's subscription term to the Cloud Services, Alteryx will maintain reasonable administrative and technical safeguards designed to protect the security and confidentiality of Licensee Content in accordance with industry standards and applicable law. To the extent Licensee Content contains personal data, such Licensee Content will be processed in accordance with Alteryx's Data Processing Agreement at <https://www.alteryx.com/dpa>. Following termination or expiration of the Cloud Services, Alteryx will have no obligation to maintain or provide access to any Licensee Content.

4.3 Sensitive Data Prohibited. Licensee is prohibited from using the Cloud Services with highly sensitive data, including, but not limited to, health or HIPAA-regulated data, payment card data, sensitive personal data, as defined by applicable data protection laws (including "sensitive personal data" under the GDPR), and other high-risk or regulated data types. Alteryx provides appropriate security for the Cloud Services based on the customary uses of its products by Alteryx customers. Licensee is solely responsible for understanding and applying any laws, regulations, or industry standards specific to Licensee's industry or Licensee Content.

4.4 Suspension of Access. If Licensee becomes aware of any violation of this Addendum by an Authorized User, Licensee shall promptly suspend that Authorized User's access to the Cloud Services, effective immediately, until such time as the violation is cured. Where Alteryx reasonably determines that Licensee's use of the Cloud Services presents a material risk to the security or operations of Alteryx, any of its customers, or any products, systems, or services pertaining to the Cloud Services or that Licensee has violated any applicable usage limitations or otherwise breached its material obligations (including its payment obligations), Alteryx may, at any time, upon written notice to Licensee (solely to the extent prior notice is feasible):

(A) immediately suspend Licensee's access, in whole or in part, to the Cloud Services until all identified material risks are resolved or the violation or breach has been remedied; or

(B) as a final option, where Alteryx has first used commercially reasonable efforts to assist Licensee in the mitigation of such identified material risks or the violation or breach has not been cured within 30 days from the date of notice, terminate the Cloud Services.

5. SUPPORT, SLA AND UPDATES. For paid Cloud Services, Alteryx will provide support for the Cloud Services to Licensee at no additional charge, in accordance with the Alteryx Support Guidelines available at <https://www.alteryx.com/support-policy-and-guidelines> (the "**Support Guidelines**") and as may be further specified in the applicable Order Form. Additionally, the Service Level Availability (SLA) terms available at <https://www.alteryx.com/cloudsla> apply to the Cloud Services. Alteryx reserves the right to update the Cloud Services at any time in its sole discretion.

6. OWNERSHIP. All title and intellectual property rights in and to any product or service provided by Alteryx to Licensee (including, but not limited to, the Cloud Services, content, application programming interfaces, and the Cloud Documentation) and all copies, modifications, and derivative works thereof (including any changes which incorporate Licensee's feedback) are owned or licensed by Alteryx and no ownership rights are conveyed to Licensee under this Addendum or otherwise. Nothing in this Addendum constitutes a waiver of Alteryx's rights under any laws, including, but not limited to, U.S. or international intellectual property laws. All rights not specifically granted under this Addendum and the Agreement are reserved by Alteryx and its suppliers, including any third-party licensors. Third-party licensors specifically retain title to all code, data, and other components of the Cloud Services owned by them. Licensee retains all title and intellectual property rights to Licensee Content and, except as expressly set forth herein, nothing in this Addendum shall be deemed as granting Alteryx any right, title or interest in or to Licensee Content.

7. LIMITED WARRANTY.

7.1 Cloud Services Warranty. During the subscription term, Alteryx warrants that the Cloud Services, as delivered to Licensee, will operate in substantial conformity with the applicable Cloud Documentation ("**Cloud Warranty**"). Alteryx will have no obligation with respect to a warranty claim unless Licensee provides Alteryx with written notice of such claim within 45 days of the date on which the condition giving rise to the claim first appeared. Such notice must describe the specific way(s) in which the Cloud Services do not conform to the Cloud Warranty and include sufficient information for Alteryx to create a reproducible test case and confirm such non-conformity. If Alteryx, in its sole determination, confirms that the Cloud Services do not conform to the Cloud Warranty, Alteryx shall use commercially reasonable efforts to correct that non-conformity within a 30-day period (which may be mutually extended by the parties). If Alteryx cannot correct the non-conformity during the 30-day cure period, Licensee may give Alteryx a 30-day notice of its intent to terminate the Cloud Services. At the end of the notice period, if the Cloud Services still does not conform to the Cloud Warranty, Customer may elect to terminate the applicable Order Form for Cloud Services and receive a prorated refund of prepaid fees applicable to the remaining period of the current subscription term. THE FOREGOING RIGHT IS THE SOLE AND EXCLUSIVE REMEDY OF LICENSEE (AND ALTERYX'S SOLE LIABILITY) FOR A BREACH OF THE WARRANTY DESCRIBED IN THIS SECTION 7.1. With respect to the Cloud Services, the warranty and remedy described in this Section 7.1 supersedes any representations, warranties, and related remedies set forth in the Agreement. For clarity, any representations or warranties applicable to any "Licensed Product" or "Software" or other product or service contained in the Agreement do not apply to the Cloud Services. The foregoing Cloud Warranty does not cover non-conformity due to: (a) any modification of the Cloud Services not made by Alteryx; (b) any use of the Cloud Services on a system that does not meet Alteryx's minimum requirements; or (c) any software or hardware that is not provided by Alteryx.

7.2 DISCLAIMERS. TO THE MAXIMUM EXTENT NOT PROHIBITED BY APPLICABLE LAW AND EXCEPT FOR THE EXPRESS WARRANTIES IN THIS ADDENDUM, ALTERYX PROVIDES THE CLOUD SERVICES ON AN "AS-IS" BASIS. ALTERYX, ITS AFFILIATES, AND THIRD-PARTY PROVIDERS DISCLAIM AND MAKE NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING REPRESENTATIONS, GUARANTEES OR WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, RELIABILITY, COMPLETENESS OR ACCURACY, WHETHER OF THE CLOUD SERVICES OR ANY OUTPUT OR RESULTS CREATED FROM THE USE THEREOF. LICENSEE ACKNOWLEDGES THAT (A) NEITHER ALTERYX, ITS AFFILIATES NOR ITS THIRD-PARTY PROVIDERS CONTROLS LICENSEE EQUIPMENT OR THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES (INCLUDING THE INTERNET); (B) THE CLOUD SERVICES MAY BE SUBJECT TO LIMITATIONS, INTERRUPTIONS, DELAYS, CANCELLATIONS, AND OTHER PROBLEMS INHERENT IN THE USE OF COMMUNICATIONS FACILITIES (INCLUDING SEARCH ENGINES AND SOCIAL MEDIA CHANNELS); AND (C) LICENSEE IS FULLY RESPONSIBLE FOR PROMPTLY INSTALLING ALL APPROPRIATE SECURITY UPDATES AND PATCHES TO ITS SYSTEMS. ALTERYX, ITS AFFILIATES, AND ITS THIRD-PARTY PROVIDERS ARE NOT RESPONSIBLE FOR ANY INTERRUPTIONS, DELAYS,

CANCELLATIONS, DELIVERY FAILURES, DATA LOSS, CONTENT CORRUPTION, PACKET LOSS, OR OTHER DAMAGE RESULTING FROM THE FOREGOING.

8. MISCELLANEOUS.

8.1 Governing Law. The governing law provision of the Agreement will apply to this Addendum.

8.2 Usage Data. Alteryx may automatically collect usage data regarding Licensee's access to and use of the Cloud Services, which may contain limited personal data with respect to Authorized Users, in order to monitor and support performance of the Cloud Services, improve its products and services, provide support and troubleshooting, ensure compliance with its 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 Licensee or its Authorized Users. For the avoidance of doubt, usage data is not considered Licensee Content. To the extent usage data contains individually identifying information, Alteryx collects and uses such data in its capacity as an independent data controller and in accordance with its published privacy policy available at <https://www.alteryx.com/privacy>.

8.3 Communications. Notwithstanding any notice provisions in the Agreement, required notices and communications related to the maintenance and availability of the Cloud Services (e.g., planned downtime, suspension of access) or Alteryx's obligations under the DPA may be sent, at Alteryx's election, either electronically by Alteryx through the Cloud Services or via email to the designated Licensee contact on the Order Form.

8.4 Entire Agreement. This Addendum, including any attachments attached hereto and incorporated herein, the Agreement, and each Order Form for Cloud Services, represents the parties' entire understanding and agreement regarding the Cloud Services and supersedes any prior agreement, communication, advertising or representation related thereto. Except as modified by this Addendum, all other terms, conditions, provisions and covenants of the Agreement remain in full force and effect. In the event of any inconsistency or conflict between the terms and conditions of this Addendum and those of the Agreement, the terms and conditions of this Addendum shall prevail, notwithstanding that the terms of the Alteryx DPA shall govern with respect to any processing of personal data contained in Licensee Content.