

ETHICS, COMPLIANCE, AND INSURANCE

- 1.1. **Anti-Corruption.** Each Party confirms that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee, agent, or partner of the other Party in connection with this Agreement.
- 1.2. **No Discrimination.** Alteryx is an equal opportunity employer and provides a workplace free from harassment and discrimination. Alteryx does not discriminate on the basis of race, religion, color, creed, sex or gender, gender identity, gender expression, national origin, ancestry, age, marital status, sexual orientation, genetic characteristics or expressions, genetic information, medical condition, pregnancy, childbirth and related medical conditions, physical or mental disability, military service, veteran status or any other classification protected by any Applicable Law.
- 1.3. **Business Conduct.** Alteryx believes in operating with the highest integrity in everything it does. Alteryx's Code of Business Conduct and Ethics can be found here: <https://investor.alteryx.com/governance/governance-documents/default.aspx>.
- 1.4. **Modern Slavery.** Alteryx has a policy to prevent slavery and human trafficking in its business and supply chain, which can be found here: <https://www.alteryx.com/legal>.
- 1.5. **Export Compliance.**
- (a) Customer acknowledges that these Purchased Products are subject to the U.S. Export Administration Regulations (the "EAR") and that Customer will comply with the EAR.
 - (b) Customer represents that Customer is not named on any governmental list of persons or entities prohibited from receiving exports.
 - (c) Customer agrees that Customer shall not, nor shall it allow any third party to, export from the U.S. (or allow the re-export or re-transfer) of any part of the Purchased Product to:
 - (i) any country subject to export control embargo or economic sanctions implemented by any agency of the U.S. government;
 - (ii) any end user who has been prohibited from participating in U.S. export transactions by any Federal agency of the U.S. government; or
 - (iii) any end user who Customer knows, or has reason to know, will utilize them in the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles and sounding rockets, or unmanned air vehicle systems, without first obtaining an export license or other approval that may be required by any governmental agency having jurisdiction with respect to the transaction.
- 1.6. **Insurance.** Alteryx shall keep in full force and effect and maintain at its sole cost and expense the below policies of insurance with at least the specified minimum limits of liability during any applicable License Term. Alteryx agrees that, for any policies listed below that are written on a "claims made" basis, the retroactive coverage date shall be no later than the Order Form Effective Date and shall remain in full force and effect for an additional two-year period following completion of any applicable License Term through any combination of renewing or replacing such insurance or exercising tail coverage. All such insurance shall be procured with reputable insurance companies and such insurance companies shall maintain a rating at least "A-" and be at least a "financial size category X" as both criteria are defined in the most current publication of Best's Policyholder Guide.
- (a) Workers' Compensation limits in accordance with Applicable Law and Employer's Liability Insurance with minimum limits for bodily injury of \$1,000,000 per employee by accident / \$1,000,000 per employee by disease / \$1,000,000 policy limit by disease.
 - (b) Commercial General Liability Insurance (including coverage for contractual liability assumed by Alteryx under this Agreement, premises-operations, completed operations-products, and independent contractors) providing coverage for bodily injury, personal injury, and property

damage with combined single limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

- (c) Business Automobile Liability Insurance including coverage for all non-owned and hired vehicles providing coverage for bodily injury and property damage liability in an amount not less than \$1,000,000 combined single limit.
- (d) Umbrella Excess Liability Insurance in an amount not less than \$5,000,000 in the annual aggregate covering Employers Liability, Commercial General Liability, and Business Automobile Liability.
- (e) Cyber / Network Security / Technology E&O Insurance in an amount not less than \$10,000,000 each claim and in the general aggregate providing coverage for claims involving technology products and services, privacy and cyber security, and media liability, and intended to cover acts, errors or omissions, neglect, negligent misrepresentation, and breach of duty in the performance of or failure to provide Purchased Products under this Agreement by Alteryx or any third party Alteryx is legally liable for.

Upon request by Customer, and no more than once every 12-month period, Alteryx shall provide certificates of insurance evidencing compliance with this section signed by authorized representatives of the respective carriers or insurance broker.