

**ALTERYX MASTER LICENSE AGREEMENT**

This Master License Agreement (“**MLA**”), including any attachments or terms incorporated by reference (but not any Order Forms referencing this MLA), is effective as of the date of the final signature included below (“**MLA Effective Date**”) and is entered into by and between Alteryx (as defined below) and \_\_\_\_\_, a \_\_\_\_\_ corporation with its primary place of business located at \_\_\_\_\_ (“**Customer**”). This MLA governs Customer’s use of the Purchased Products.

**GENERAL TERMS****1. DEFINITIONS.**

- 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 MLA (including the General Terms, any applicable Deployment Terms, any applicable Product-Specific Terms), any applicable Order Form(s), and any other attachments or exhibits thereto.
- 1.3. “**Alteryx**” means one or both of the following, as applicable:
  - (a) If Customer is located in North America or South America: Alteryx, Inc., having its principal place of business at 17200 Laguna Canyon Road, Irvine, CA 92618; or
  - (b) If Customer is located outside North America or South America: Alteryx UK Ltd, having its registered address at 10th Floor, 5 Churchill Place LONDON, E14 5HU United Kingdom.
- 1.4. “**Alteryx Software**” means technology owned by Alteryx and provided to Customer as part of this Agreement. “Alteryx Software” does not include any Trial Licenses, Non-Commercial Licenses, unpaid proofs-of-concept, or any beta Products.
- 1.5. “**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.
- 1.6. “**Authorized User**” means an employee of Customer, or other user who is authorized to use the Purchased Products, as further described in **section 3.2** of this Agreement.
- 1.7. “**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.
- 1.8. “**Customer Data**” means Customer’s own data sets and/or third-party data sets licensed directly by Customer from a third party.
- 1.9. “**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>.
- 1.10. “**Effective Date**” means either the MLA Effective Date or the Order Form Effective Date, as applicable.
- 1.11. “**General Terms**” means the terms set forth in this Master Licensing Agreement, which are product-agnostic. The “General Terms” do not include the Deployment Terms, Product-Specific Terms, or Order Forms.

- 1.12. **“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.
- 1.13. **“Order Form”** means that certain Alteryx ordering document executed by and between Customer and Alteryx that describes the products and services to be provided to Customer, subject to the terms of this MLA. For clarity, a Customer purchase order or similar purchasing document presented by or on behalf of the Customer is not an Order Form.
- 1.14. **“Party”** or **“Parties”** means Alteryx or Customer, or both, as applicable.
- 1.15. **“Personal Data”** shall have the meaning assigned to the terms “personal data”, “personally identifiable information”, “personal information” or similar terms under Applicable Law.
- 1.16. **“Purchasing Documentation”** means an ordering document executed by and between Customer and a Reseller which describes the Purchased Products to be provided to Customer.
- 1.17. **“Product(s)”** means the Alteryx software in object code or software-as-a-service form made available by Alteryx to Customer under this Agreement, together with the applicable Technical Materials and Updates.
- 1.18. **“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.
- 1.19. **“Professional Service(s)”** means the training, enablement, or other professional services as may be purchased by Customer and set forth in an Order Form.
- 1.20. **“Purchased Product(s)”** means a Product(s), Professional Service(s), SDK, or Syndicated Data (a) for which fees are paid or payable by Customer, (b) which Alteryx has bundled with another Product, Service, or Syndicated Data, or (c) for which Alteryx has waived its fees and provided to Customer free of charge. “Purchased Product(s)” includes any related Technical Materials and Updates provided to Customer, or to which Customer was provided access.
- 1.21. **“Representatives”** means, individually and collectively, the directors, employees, affiliates, consultants, subcontractors, attorneys, accountants, and other professional advisors of a Party.
- 1.22. **“Reseller”** means an Alteryx authorized reseller, partner, distributor, or original equipment manufacturer of Alteryx Products and Professional Services.
- 1.23. **“Results”** means any results or outputs created by the Products.
- 1.24. **“SDK”** means the Alteryx Software Development Kit made available by Alteryx to Customer under this Agreement, including any Updates, plus any previous versions of an Alteryx SDK Customer has obtained without an accompanying license agreement (if applicable).
- 1.25. **“Syndicated Data”** means third-party data sourced by Alteryx that Customer has licensed and paid for.
- 1.26. **“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.

- 1.27. **“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.
- 1.28. **“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.
- 1.29. **“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 the Customer and added to or used by the Customer with the Purchased Product.
- 1.30. **“Updates”** means revised releases of the Purchased Products provided to Customer during the License Term, incorporating corrections, improvements and enhancements to such Purchased Products.

## 2. **PAYMENT AND DELIVERY.**

- 2.1. **Payment.** Customer will timely pay all undisputed fees as set forth in the Order Form. Customer 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 Customer) become immediately due and payable upon the date of termination of this MLA or the applicable Order Form.
- 2.2. **Failure to Pay.** Customer’s 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 Customer of its failure to pay (**“Failure-to-Pay Notice”**); a Failure-to-Pay Notice shall also serve as notice of breach under **section 12.4(a)(i)** of this Agreement;
  - (b) if Customer fails 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 Customer fails 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.
- 2.3. **Taxes.** For Purchased Products, Customer agrees 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, Customer must provide proper tax-exemption documentation to Alteryx before signing an Order Form. If Customer is required to withhold income taxes from its payment to Alteryx, Customer agrees to send Alteryx an official tax receipt within 60 days of payment to Alteryx.
- 2.4. **Delivery.**
- (a) *Alteryx Obligations.* 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.
  - (b) *Delivery.* All Purchased Products delivered electronically shall be deemed delivered when such Purchased Products are made available to Customer 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 Customer a limited, worldwide (except as otherwise restricted in this Agreement), royalty-free (except for any fees expressly stated in this Agreement), non-transferable, non-sublicensable, non-assignable and non-exclusive license to install and use the Purchased Products for Customer’s internal business purposes but conditioned upon use only in accordance with the rights and restrictions contained in this Agreement, including in any Technical Materials.

3.2. **Authorized Users.** With respect to user-based licenses, Customer must identify its Authorized Users who are authorized to use the Purchased Products and for whom the applicable license fees are paid, as required by Alteryx (e.g., via a valid email address assigned by Customer 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. User-based licenses may be reassigned to other uniquely identified individuals over time in the event personnel are no longer employed by Customer 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. **Restrictions.** UNLESS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, CUSTOMER 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 Customer’s rights under this Agreement;
- (c) offer, use, or permit the use of the Purchased Products in a computer service business, third-party outsourcing service, 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;
- (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 Results created by Customer for any use other than Customer's internal use, provided such use is within the scope of the license provided under this Agreement (including the applicable Order Form); or
- (o) use the Purchased Products in excess of any contractual use limits (including those set forth in an Order Form).

**3.4. License Metrics, Trial Licenses, and Non-Commercial Licenses.** Customer's use of the Purchased Products is additionally governed by any License Metrics, Trial Licenses, and Non-Commercial Licenses terms that are applicable to Customer's purchase, which can be found at <https://www.alteryx.com/la-metrics>.

**3.5. Syndicated Data.** If Customer purchases 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.**

- (a) *Certification.* Upon Alteryx's reasonable request, Customer shall certify in a writing, signed by an employee with appropriate authority, that Customer's use of the Purchased Products is in compliance with the terms of this Agreement.
- (b) *Verification.* 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 Customer's 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), and those terms will be included in the Technical Materials, provided that such terms will not (a) impose any additional restrictions on Customer's use of the Purchased Products, or (b) diminish any of Alteryx's obligations as set forth in this Agreement.

**3.9. SDK.** If Customer uses any SDK (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>.

**4. THIRD-PARTY ACCESS AND TOOLS**

**4.1. Affiliate Use and Ordering.**

- (a) *Affiliate Use.* Customer may allow its Affiliates to access and use the Purchased Products only if such use is expressly allowed for in the applicable Order Form. Customer and applicable Affiliates shall be jointly and severally liable for all acts and omissions of all such Affiliates.

- (b) *Affiliate Ordering.* Customer's Affiliates may enter into Order Forms under this MLA and subject to the terms of this Agreement.
- (c) *Responsibility.* Customer and applicable Affiliates shall be jointly and severally liable for all acts and omissions of all such Affiliates. Should an Affiliate enter into an Order Form that references this Agreement, such Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

#### 4.2. **Third-Party Use on Customer's Behalf.**

- (a) Customer may allow an Affiliate or a third-party contractor to operate, use or access the Purchased Products solely on Customer's behalf (or on an Affiliate's behalf, if allowed for under **section 4.1**), provided such use or access is only in furtherance of Customer's (or an Affiliate's, if applicable) internal business purposes. For clarity, no Affiliate (unless allowed for in **section 4.1**) or third-party contractor may utilize a Purchased Product for its own commercial purposes and must use (i) Customer-provided credentials to access a Purchased Product and (ii) a Purchased Product procured by Customer to provide services to the Customer.
- (b) Customer is responsible for ensuring that any Affiliate or third-party contractor operating, using or accessing the Purchased Products on Customer's behalf complies with the terms of this Agreement. Customer is solely responsible for and liable for the acts or omissions of such Affiliate or third-party contractor.
- (c) Upon reasonable request by Alteryx, Customer must identify Affiliates or any third-party entities using the Purchased Products pursuant to subsection (a) above.

4.3. **Third-Party Tools.** Customer agrees that use of Third-Party Tools may be subject to any applicable third-party terms and conditions. Customer is responsible for complying with any terms or conditions required by the Third-Party Tools and all use of the Third-Party Tools is at Customer's own risk.

## 5. **CONFIDENTIALITY**

### 5.1. **Definition.**

- (a) **"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 (i) is identified in writing as confidential at the time of disclosure, whether in printed, textual, graphic, or electronic form, or (ii) 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.
- (b) *Inclusions.* Without any marking of further designation:
  - (i) all Purchased Products shall be deemed to be Confidential Information of Alteryx;
  - (ii) all Customer Data shall be deemed to be Confidential Information of Customer; and
  - (iii) the terms and conditions of this Agreement will be deemed Confidential Information of both Parties.
- (c) *Exclusions.* "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. **Confidentiality.** 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. **Disclosures.** 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;
- (d) in the event of a dispute between the Parties, as necessary to establish its rights; or
- (e) if required by Applicable Law (subject to **section 5.4**).

5.4. **Disclosures Required by Law.** 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 Alteryx.** All title and intellectual property rights in and to any product or service provided by Alteryx to Customer (including but not limited to the Alteryx Software, Purchased Products, 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 are owned or licensed by Alteryx and no ownership rights are being conveyed to Customer under this Agreement or otherwise. Nothing in this Agreement constitutes a waiver of Alteryx's rights under 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 arising therefrom or otherwise covered by this Agreement 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.

6.2. **Ownership by Customer.** As between Alteryx and Customer, Customer owns any Customer Data that may be provided to Alteryx or used with a Purchased Product.

6.3. **Feedback.** In the event that Customer provides to Alteryx any feedback, suggestions, ideas, or identification of problems or deficiencies and possible remedies therefor (collectively, "**Feedback**") with respect to the Product(s) or Professional Services or any other existing or potential product or service of Alteryx, Customer grants to Alteryx and its Affiliates a worldwide, non-exclusive, royalty-free, irrevocable license to use such Feedback in any way, including but not limited to incorporating it into the Product(s) or other existing or future products or services of Alteryx, its Affiliates, partners, and Resellers.

## 7. **DATA.**

7.1. **Customer's Rights and Responsibilities.**

- (a) *Customer Data.* Customer may use the Products with Customer Data, including third-party data sets licensed directly by Customer from third parties, provided that Customer is compliant with the terms and conditions of Customer's agreement with such third party. Alteryx shall not be liable for any damages or claims incurred arising from Customer's provision or use of Customer Data.

- (b) *Compliance with Privacy Laws.* Customer is 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.
- (c) *Breach.* Any breach of this **section 7.1** by Customer shall be considered a breach of the license scope of this Agreement.

## 7.2. **Alteryx’s Rights and Responsibilities.**

- (a) *Usage Data.*
  - (i) Alteryx may automatically collect usage data regarding Customer’s installation, registration, access to and use of the Purchased Products, which may contain limited Personal Data with respect to Authorized Users, in order to monitor and support performance of the Purchased Products, 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 (“**Usage Data**”). For the avoidance of doubt, Usage Data does not contain, nor shall it be considered, Customer Data.
  - (ii) Alteryx will not publicly disclose any Usage Data that identifies Customer or its Authorized Users. To the extent Usage Data contains Personal Data, Alteryx collects and uses such Usage Data in its capacity as a data controller and in accordance with its published privacy policy available at <https://www.alteryx.com/privacy>.

## 8. **SUPPORT AND PROFESSIONAL SERVICES.**

8.1. **Support.** For Products which Customer has licensed from Alteryx, Alteryx will provide to Customer 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 Customer purchases 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. **WARRANTY.**

9.1. **Product and Service Warranty.** Alteryx warrants all Purchased Products (except any Trial Licenses, Non-Commercial Licenses, unpaid proof-of-concept, 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. **Conditions and Remedies to the Product and Service Warranties.**

- (a) *Notice Period.* Alteryx will have no obligation with respect to a Product and Service Warranty claim unless Customer 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.
- (b) *Specific Claim.* The notice described in subsection (a) above must (i) describe the specific way(s) in which the Purchased Products do not conform to the Technical Materials, and (ii) include sufficient information for Alteryx to create a reproducible test case to confirm such non-conformity.
- (c) *Remedy.* If Alteryx, in its sole and reasonable determination, confirms that the Purchased Products do not materially conform to the Technical Materials, Alteryx will:
  - (i) provide Customer with a replacement of the Purchased Product or an error correction or workaround which corrects the defect within a commercially reasonable timeframe; or
  - (ii) if Alteryx determines the remedy set forth in subsection (i) 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.



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

**(e) Sole and Exclusive Remedy.** Alteryx's entire liability and Customer's 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 9.2.

**9.3. Mutual Representations and Warranties.** 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.

**9.4. 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-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. ANY TRIAL LICENSES, NON-COMMERCIAL LICENSES AND SDKS ARE PROVIDED ON AN "AS-IS" BASIS. ALTERYX DISCLAIMS ANY AND ALL LIABILITY FOR THIRD-PARTY CODE, THIRD-PARTY TOOLS, AND CUSTOMER'S 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 IS ASSUMED BY CUSTOMER. CUSTOMER ACKNOWLEDGES THAT IN ENTERING INTO THIS AGREEMENT, CUSTOMER HAS NOT RELIED ON ANY PROMISE, WARRANTY, OR REPRESENTATION NOT EXPRESSLY SET FORTH IN THIS AGREEMENT.

## 10. **CLAIMS AND INDEMNIFICATION**

### 10.1. **Intellectual Property Claims.**

- (a) *Infringement Claims.* Alteryx will (at its expense) defend and indemnify Customer for any Claim brought by a third party against Customer or Customer's Representatives (jointly and separately, "**Customer Parties**") that alleges that Alteryx Software (as supplied by Alteryx to Customer) 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.
- (b) *Alteryx Response.* If an Infringement Claim is brought or threatened, Alteryx may, at its sole option and expense:
  - (i) procure a license as needed to avoid the Infringement Claim;
  - (ii) 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

- (iii) solely in the event that Alteryx determines that **section 10.1(b)(i)** or **(b)(ii)** are not commercially reasonable, Alteryx may terminate:
  - (1) this Agreement,
  - (2) any applicable Order Form(s), or
  - (3) 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 Customer 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 Customer under this section 10.1 state Alteryx's entire liability, and Customer's exclusive remedy, with respect to any third-party claim of intellectual property infringement.**

- 10.2. **Exclusions to Alteryx's Indemnification Obligations.** Alteryx shall have no obligation to defend and indemnify Customer 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 Customer;
  - (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) Customer is using an unsupported release of the Purchased Product or Customer has 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 Customer;
  - (g) Customer is in breach of **section 4.3 (Third-Party Tools)**; or
  - (h) an act or omission of Customer prevents or materially hinders Alteryx's ability to comply with the terms of this Agreement.

- 10.3. **Indemnification by Customer.** Customer will (at its 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) Customer's 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 Customer's use of the Purchased Products or use thereof.

Customer's 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 Customer in writing.

- 10.4. **Conditions for Indemnification.** 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.

- 10.5. **Participation in Defense.** 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. **Consequential Damages.** In no event shall Customer, Alteryx, or the 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.
- 11.2. **General Liability Cap.** Alteryx's entire liability for Claims or obligations arising under or related to this Agreement shall not exceed the fees paid and payable by Customer 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 sections 11.1 and 11.2:
- (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 breach by a Party of its confidentiality obligations set forth in the Confidentiality section of the General Terms;
    - (iii) any liability arising out of the Customer's use of the Purchased Products beyond the scope of any license granted under this Agreement, or Customer's failure to pay any amounts properly due and owing to Alteryx under this Agreement.
- 11.4. **Indemnity Cap.** Notwithstanding section 11.2, Alteryx's entire liability for Claims or obligations arising from its indemnification obligations in this Agreement shall not exceed three times the license fees paid and payable by Customer in the twelve-month period prior to the events giving rise to the Claim or obligation.

## 12. TERM AND TERMINATION

- 12.1. **Term and Termination of the MLA.** The term of this MLA shall be three years from the MLA Effective Date (the "**Initial Term**"), unless earlier terminated in accordance with the terms of this Agreement. Upon expiration of the Initial Term, the term of this MLA will continue for additional terms of one year each (each a "**Renewal Term**" and, collectively with the Initial Term, the "**Term**"), subject to Alteryx's receipt of all payments then-due from Customer, unless either Party notifies the other at least sixty (60) days prior to the end of the then-current Term that such Party has elected to terminate this Agreement. For clarity, the automatic renewal of the MLA set forth in this **section 12.1** shall not automatically renew the License Term of the Purchased Products.
- 12.2. **License Term.** 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. Except as expressly set forth in **section 12.4** or in the applicable Order Form, neither Party may terminate an Order Form or any License Term for a Purchased Product therein.
- 12.3. **Suspension.** Alteryx may suspend Customer's access to the Purchased Products in the event that Customer violates any applicable usage limitations or otherwise breaches its material obligations under this Agreement, until such time such violation or breach is cured.

#### 12.4. **Termination.**

- (a) *By Either Party.* Either Party may terminate this Agreement, and any affected Order Form, upon notice to the other Party if such other Party:
- (i) has breached any material obligation under this Agreement and fails to cure such breach within 30 days following the date the breaching Party receives notice of the breach from the non-breaching party;
  - (ii) ceases operation without a successor; or
  - (iii) 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 such proceeding is not dismissed within 60 days.
- (b) *By Alteryx.* If Customer is in breach of **section 3.3** of the General Terms or any license restrictions set forth this Agreement, Alteryx may immediately suspend access to the Purchased Products or terminate this Agreement (including any Order Forms) in whole or in part, upon notice to Customer.
- (c) *Non-Exclusive Remedy.* Termination, as set forth in this **section 12.44**, 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.

#### 12.5. **Effects of Termination.**

- (a) *MLA.* The expiration or termination of the MLA shall have no effect on any active Order Form under this MLA that was executed prior to such expiration or termination. This MLA shall survive for the purposes of such Order Form.
- (b) *Order Form.* Upon expiration or termination of a License Term within any Order Form, Customer agrees 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) and Third-Party Tools and Syndicated Data in Customer's possession; provided, however, that Customer may retain copies of any Results, including any Syndicated Data embedded within such Results. If requested by Alteryx, Customer shall certify to Alteryx in writing that the obligations set forth in this **section 12.5** have been fulfilled.
- (c) *Survival.* 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 Provisions" section of the General Terms.

### 13. **ETHICS, COMPLIANCE, AND INSURANCE.**

Additional terms governing the Parties' ethics, compliance, and insurance obligations can be found here at <https://www.alteryx.com/la-comply>.

### 14. **GENERAL**

#### 14.1. **Miscellaneous Agreement Terms**

- (a) *Entire Agreement.* This Agreement represents the Parties' understanding and agreement regarding the Purchased Products, and Third-Party Tools, and supersedes any prior purchase order, communication, advertising, or representation by and between Customer and Alteryx, and by and between Customer and any Reseller (as applicable), with respect to the subject matter addressed herein.
- (b) *Counterpart.* This Agreement (or a component thereof) may be executed in one or more counterparts, each of which constitutes an original and all of which taken together constitutes the same agreement. Each Party may sign this Agreement using an electronic or handwritten signature, which are of equal effect, whether on original or electronic copies.

- (c) *Purchase Order Terms.* No provision of any purchase order or other business form, including any electronic invoicing portals and vendor registration processes, employed by Customer will supersede the terms and conditions of this Agreement (even if after the date of this Agreement or any Order Form). Any terms in such document form, portal, or process shall have no binding effect on the Parties and any such document shall be only for administrative purposes.
- (d) *Modification.* This Agreement shall not be modified except by a written agreement dated subsequent to the Effective Date and signed on behalf of Customer and Alteryx by their respective duly authorized representatives.
- (e) *No Waiver.* 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.
- (f) *Severability.* If any provision of this Agreement is found to 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 this Agreement and shall in no way affect the validity or enforceability of the remaining provisions.
- (g) *Conflicts.* To the extent there is any conflict between the terms of this General Terms and one of the documents hereafter described, such conflict shall be resolved according to the following hierarchy: (i) the Order Form, then (ii) the applicable Product-Specific Terms, then (iii) the Deployment Terms, and then (iv) the General Terms. Notwithstanding the foregoing, the terms of any “Data Processing Agreement” (or similar document) referenced to or otherwise executed by the Parties shall take precedence over other terms in this Agreement with respect to any processing of Personal Data.
- (h) *No Agency.* Nothing in this Agreement is intended to constitute a fiduciary relationship, agency, joint venture, partnership, or trust between the Parties. No Party has authority to bind the other Party.

#### 14.2. **Assignment.**

- (a) *General.* This Agreement will bind and inure to the benefit of each Party’s permitted successors and assigns.
- (b) *Assignment by Alteryx.* Alteryx may assign this Agreement:
  - (i) to any of its Affiliates, or
  - (ii) to its successor-in-interest in connection with a merger, reorganization, acquisition, or other transfer of all or substantially all of Alteryx’s assets or voting securities.
- (c) *Assignment by Customer.* Customer may not assign this Agreement or any of its rights or obligations granted hereunder, including by operation of law, without the prior written consent of Alteryx; provided, however, that such consent shall not be unreasonably withheld or delayed. Any attempt to transfer or assign this Agreement without such written consent will be null and void. Any assignment of this Agreement may not expand the scope of any licenses or any Order Forms, including by increasing the users on an unlimited or enterprise-wide license by more than 10%.

#### 14.3. **Governing Law; Venue.**

- (a) *Alteryx, Inc.* For Purchased Products licensed by Alteryx, Inc.: without regard to any conflict of laws principles, this Agreement will be governed by the Applicable Laws of the State of California, U.S. All disputes arising out of or in relation to this Agreement shall be submitted to the exclusive jurisdiction of the courts of Orange County in the State of California.
- (b) *Alteryx UK Ltd.* For Purchased Products licensed by Alteryx UK Ltd: without regard to any conflict of laws principles, this Agreement will be governed by the Applicable 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 London, England.

(c) *No Restriction*. Nothing in this **section 14.3** 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 Party not bringing such action has its principal place of business.

(d) *Non-Applicable Conventions and Acts*. 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.

14.4. **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 events which are beyond the reasonable control of the Party invoking this clause, including acts of God, strikes, blockades, wars, terrorism, riots, natural disasters, denial of service attacks or other malicious conduct, utility failures or power outages, and governmental acts, orders, and restrictions.

14.5. **Publicity**. Notwithstanding **section 5**, Alteryx may identify Customer as a customer of Alteryx and use Customer's name and logo in any of its advertising or marketing materials (including any press release or statement) solely in connection with such identification. Customer can retract the foregoing permission by submitting a written request via email to [logo.optout@alteryx.com](mailto:logo.optout@alteryx.com).

14.6. **Notices**.

(a) *Notices to Alteryx*. Any notice provided by Customer to Alteryx must be sent to Alteryx, Inc. at 17200 Laguna Canyon Road, Irvine, CA 92618, USA, to the attention of "Chief Legal Officer".

(b) *Notices to Customer*. Any notice provided to Customer by Alteryx must be sent to the "ship to" address Customer provided to Alteryx and/or a Reseller upon placing Customer's order.

(c) *In Writing*. Any notice hereunder must be provided in writing.

(d) *Delivery*. A notice shall be deemed delivered:

(i) upon receipt, if sent by personal delivery;

(ii) upon receipt, if sent by certified or registered mail (return receipt requested); or

(iii) one day after it is sent, if sent by next day delivery by a major commercial delivery service.

14.7. **Terms for Litigation**.

(a) *Injunctive Relief*. Customer acknowledges that monetary damages may not be a sufficient remedy for breaches of this Agreement, and Customer further acknowledges that Alteryx shall be entitled to seek (without waiver of any other rights or remedies) injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

(b) *Attorneys' Fees*. The prevailing Party in any legal action required to enforce this Agreement will be entitled to recover its reasonable attorneys' fees and costs in connection with such action.

(c) *Language*. If this Agreement is translated into any other language, the official, controlling, and governing version of this Agreement shall be exclusively deemed to be the English language version.

14.8. **Reseller Sales**. If Customer obtained the Purchased Products through a Reseller, Customer acknowledges that:

(a) payment and delivery terms for the Purchased Products must be established separately and independently between Customer and Reseller;

(b) this Agreement constitutes the entire agreement between Customer and Alteryx regarding the license rights for the Purchased Products and the obligations of Alteryx as set forth herein;

(c) the terms and conditions of any Purchasing Documentation between Customer 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 Products; and

(e) Customer’s non-payment 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.

Customer further acknowledges that Alteryx makes no representation or warranty, nor incurs any obligation with respect to any services or other products provided by any Reseller or any actions or failures to act by any Reseller.

14.9. **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 the U.S. Department of Defense. 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 Applicable Laws with respect to copyrights in the U.S. with respect to unpublished portions of the Purchased Products.

**AGREED AND ACCEPTED:**

XXXXXXXXXX  
("Alteryx")

XXXXXXXXXX  
("Customer")

By: \_\_\_\_\_  
Signature (Authorized Representative Only)

By: \_\_\_\_\_  
Signature (Authorized Representative Only)

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_