

Alteryx Cloud Trial Agreement

This Alteryx Cloud Trial Agreement (“Agreement”), including any attachments or terms incorporated herein by reference, governs Your participation in the Alteryx Cloud Trial and Your access to or use of Alteryx products made available as part of the Cloud Trial (collectively, “Cloud Trial”). This Agreement is between the appropriate Alteryx entity, as set forth in Section 7 (“Alteryx”), and you (“You” or “Your”).

By selecting the “I Agree” button, or by accessing or otherwise using any portion of the Cloud Trial, You acknowledge that You have read, understand, and accept the terms and conditions of this Agreement, and a contract is formed between You and Alteryx. If You do not agree to these terms, do not access or use any portion of the Cloud Trial. If You are participating in the Cloud Trial as an employee or other authorized agent of a corporate entity, You represent that You have the authority to enter into this Agreement and bind such entity to these terms.

1. License.

1.1 **License and Use Terms.** Subject to the terms and conditions of this Agreement, Alteryx hereby grants to You a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the Cloud Trial solely for Your trial use and evaluation of the Cloud Trial for Your own business purposes and for no other purposes, conditioned upon use only in accordance with (a) the rights and restrictions set forth in this Agreement; (b) any limits or restrictions set forth in an applicable Order Form; (c) the terms of any Related Materials; and (d) the number of Authorized Users permitted by any of the foregoing, as applicable. If Your Order Form expressly permits Your Affiliates access to and use of the Cloud Trial, such use shall be subject to the terms of this Agreement and both You and Your Affiliates shall remain liable for all acts and omissions by such Affiliates. Alteryx is not responsible for retaining or backing up, and reserves the right to remove, delete, or limit, any data You upload for use with the Cloud Trial or any output You produce from the use thereof (such data and output collectively, “Your Content”). You are solely responsible for backing up Your Content within Your environment.

1.2 **License Restrictions.** EXCEPT AS OTHERWISE EXPRESSLY PERMITTED IN THIS AGREEMENT OR AUTHORIZED IN WRITING BY ALTERYX, YOU MAY NOT: (a) copy, modify or create any derivative works of the Cloud Trial or documentation, including translation or localization; (b) sell, resell, distribute, redistribute, rent, lease, sublicense, encumber, or otherwise disclose or disseminate the Cloud Trial, any outputs obtained by You, any password, lock-code, license key, authorization code, or serial numbers provided by Alteryx (“License Key”), or Your rights under this Agreement; (c) permit use of the Cloud Trial by any other person or entity or share any License Key or other login credentials; (d) reverse engineer, decompile, decode or disassemble or otherwise attempt to derive, reconstruct, or discover the source code of the Cloud Trial; (e) access or attempt to access the Cloud Trial by means not provided or authorized by Alteryx, including through use of any License Key not provided to You by Alteryx; (f) circumvent any access or use restrictions, including any disclosed or undisclosed security device or intended protection mechanism, of the Cloud Trial; (g) make any attempt to unlock or bypass any initialization system or encryption techniques utilized by the Cloud Trial; (h) remove, obscure, or alter any product identification, trademark, service mark, logo, copyright or other notices, legends, symbols, or labels in the Cloud Trial; (i) use the Cloud Trial to develop a product that is competitive with any Alteryx product offering or to violate any law or intellectual property rights; or (j) disclose the terms of this Agreement or any Order Form.

1.3 **Authorized Users.** You must identify to Alteryx Your personnel who are authorized to access and use the Cloud Trial (each, an “Authorized User”) in such manner as may be required by Alteryx (e.g., via a valid, unique email address assigned by You to each Authorized User). The total number of Authorized Users shall not exceed that specified by the applicable Order Form or otherwise expressly authorized by Alteryx. Licenses may be reassigned to other unique individuals in the event of personnel changes but may not be reassigned so frequently as to enable the sharing of any single user license by multiple users.

1.4 **Feedback.** In the event that You provide to Alteryx any feedback, suggestions, ideas, or identification of issues, deficiencies, or possible remedies therefor with respect to the Cloud Trial or any other current or future Alteryx product or service (collectively, “Feedback”), 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 such Feedback into the Cloud Trial or any other current or future product or service of Alteryx, its Affiliates, partners, and resellers.

1.5 **Your Content.** You acknowledge that You may not use the Cloud Trial in connection with (a) Your Content or (b) any third-party data sets licensed by You, to the extent that such data contains any sensitive information, including to process any personal data (as defined by applicable law) or other regulated data, such as, but not limited to, unencrypted health or financial data, or any confidential information of a third party (including, but not limited to, the confidential information of Your employer) without prior authorization by such third party. You may not use the Cloud Trial to violate any applicable law or regulation, nor in connection with any environments, systems, or applications

where the failure of the Cloud Trial may reasonably and foreseeably lead to personal injury or property damage. Alteryx shall not be liable for any damages or claims incurred as a result of Your use of Your Content with the Cloud Trial.

1.6 **Third-Party Code; Third-Party Tools.** The Cloud Trial may contain or be provided with components from Third-Party Licensors ("Third-Party Code"). To the extent applicable to the provision of the Cloud Trial hereunder, Third-Party Code shall be subject to the terms and conditions of the open source software licenses described in the "Help" section of the Cloud Trial. You agree that use of any configurable component or widget not embedded in the Cloud Trial at the time of delivery but created by a third party or You and added to or used by You with the Cloud Trial ("Third-Party Tools") may be subject to applicable terms and conditions for such Third-Party Tools.

2. **Terms Applicable to Partners in the Alteryx Partner Program.** Solely to the extent You access and use the Cloud Trial as part of your participation in the Alteryx Partner Program, the following additional terms apply. The Cloud Trial constitutes a not-for-resale license to use Alteryx products as described in the materials provided to You through the Alteryx Partner Portal.

2.1 **License Grant.** Subject to the terms and conditions of this Agreement, Alteryx hereby grants to You a limited, non-exclusive, non-transferable, non-sublicensable right to access, use, and display the Cloud Trial solely for the purpose of (a) developing and testing Your services associated with the Cloud Trial or ensuring that Your products (if any) are compatible with the Cloud Trial, (b) demonstrating and marketing Alteryx products to current and prospective customers, and (c) training Your employees solely for the purposes outlined by (a) and (b). Your foregoing limited right is conditioned upon both the number of Permitted Seats, as described herein, and Your compliance with all requirements and limitations specified in Related Materials, including those materials provided to You through the Alteryx Partner Portal or as part of Your participation in the Alteryx Partner Program. The Cloud Trial may not be resold, distributed, or used in a production environment unless expressly authorized herein.

2.2 **Permitted Seats.** To the extent applicable, Your use of the Cloud Trial is limited to the total number of personnel user accounts permitted to access or use the Cloud Trial concurrently in a shared cloud environment (each, a "Permitted Seat"), as set forth in the Alteryx Partner Program documentation for Your applicable partner category and tier, which Alteryx may adjust in its sole discretion as Your partner tier changes up or down based on the associated tier requirements and benefits. You will provide sufficient information for each Permitted Seat (e.g., via a valid, unique email address assigned by You to each Permitted Seat) to enable access to or use of the Cloud Trial. Alteryx may, in its sole discretion, allow additional Permitted Seats upon Your request.

2.3 **Your Content and Customer Content.** In addition to the restrictions on Your Content set forth in Section 1.5, You acknowledge and agree that other users of the Cloud Trial will have access to the same demonstration environment and, as a result, Your use of Your Content or any output You produce therewith, or any content provided by the current or prospective customer for which You are conducting a demonstration of the Cloud Trial or any output You produce from the use thereof (such data and output collectively, "Customer Content"), is at Your sole risk. In the event you utilize Customer Content as part of Your demonstration of the Cloud Trial, You shall inform each customer in advance of the risks associated with using a shared demonstration environment to process Customer Content and You shall ensure any such use conforms to the requirements set forth in Section 1.5. Notwithstanding Your permitted use of Customer Content with the Cloud Trial for demonstration purposes, You may not reuse the Customer Content for any purpose other than as permitted hereunder and with respect to the customer from which such Customer Content originated. Alteryx shall not be liable for any damages or claims incurred as a result of Your use of Customer Content with the Cloud Trial and makes no representation or warranty that Alteryx maintains any security or protection mechanism designed to deter or prevent unauthorized access to or use of Your Content or Customer Content. Upon completion of any demonstration, You shall immediately delete all content from the demonstration environment.

2.4 **Liability.** Demonstrations, including uploading Your Content or Customer Content to the Cloud Trial, shall be subject to the terms of this Agreement, and You shall remain liable for all claims of any current and prospective customer arising from or related to any demonstrations that utilize any Customer Content. You will defend any action, claim, demand, or suit brought by a third party against Alteryx Parties (as defined below) that is based on (a) You or Your customers' use, alteration, application, or disclosure of the Cloud Trial in violation of this Agreement or applicable law; or (b) Customer Content or any output or results generated by You or the use thereof, and You will indemnify and hold harmless the Alteryx Parties for any damages and costs (including reasonable attorneys' fees) finally awarded for such claims.

3. **Term and Termination.** This Agreement is effective as of the earlier of delivery of or Your access to the Cloud Trial and automatically expires at the end of Your trial license term, as specified in the Order Form. Either party may terminate this Agreement at any time upon written notice, provided that Alteryx may terminate any no-cost trial license at any time, with immediate effect, for any reason and without liability to Alteryx of any kind. Upon termination or expiration of this Agreement, Your participation in the Cloud Trial and all licenses granted hereunder will

automatically terminate and You agree to immediately cease using the Cloud Trial and to promptly delete any related authorization credentials, License Keys, and Related Materials and any copies thereof. If requested by Alteryx, You will certify to Alteryx in writing that such actions have been taken.

4. Representations and Warranties.

4.1 Feedback and Your Content. You represent and warrant that You will not (a) give any Feedback or (b) use the Cloud Trial with Your Content that (i) violates any copyright, trade secret, or patent claim or other intellectual property right of any third party; (ii) includes any personal information, other data regulated by the Health Insurance Portability and Accountability Act or the Gramm-Leach-Bliley Act, or any payment card information; or (iii) is subject to an excluded license. An “excluded license” is any license requiring, as a condition of the use, modification and/or distribution of software subject to the license, that the software and/or other software combined and/or distributed with the software be disclosed or distributed in source code form, and either licensed for the purpose of making derivative works or redistributable at no charge. You further warrant that You will not use Your Content that contains, or may otherwise introduce, any virus, spyware, malware, Trojan horses, and other similar harmful and destructive code.

5. Limited Warranty and Limitation of Liability.

5.1 Limited Warranty. For purchased licenses to the Cloud Trial, Alteryx warrants for a period of ninety (90) days from initial delivery to You (“Warranty Period”) that the Cloud Trial will operate in substantial conformity with the terms of the Related Materials and will be, at the time of delivery, free of viruses, Trojan horses, worms, spyware, or other such code designed to maliciously impede in any manner, the intended operation of the Cloud Trial. Alteryx’s entire liability and Your exclusive remedy for the forgoing warranty shall be, at Alteryx’s sole expense and discretion, to use commercially reasonable efforts to provide You with a replacement of the Cloud Trial or an error correction or workaround that corrects the defect; provided, however, if Alteryx determines such remedy to be impracticable, Alteryx may terminate the applicable Order Form and provide a prorated refund of the fees paid for the Cloud Trial. Alteryx will have no obligation with respect to a warranty claim unless notified of such claim within the Warranty Period. This warranty applies only to the initial delivery of a paid license to the Cloud Trial under an Order Form and does not renew or reset.

5.2 Limitations of Liability. 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, whether the same arise in contract, tort (including negligence) or otherwise. For paid licenses to the Cloud Trial, Alteryx’s entire liability for claims or obligations arising under or related to this Agreement shall not exceed the license fees paid or payable by You pursuant to the applicable Order Form for Cloud Trial. Except as described in Section 5.3, the only remedy for either party with respect to claims arising from a no-cost license to Cloud Trial is to terminate this Agreement. Without limiting the foregoing, the limitations of liability outlined herein apply to claims related to (a) the Cloud Trial, Related Materials, or any other software, code, or programs of Alteryx or any Third-Party Licensors; (b) any content on any Alteryx or third-party sites made available to You; and (c) loss, corruption, or inaccuracy of data (including Your Content).

5.3 Exclusions from Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE LIMITATIONS IN SUBSECTION 5.2 DO NOT APPLY (A) TO CLAIMS ARISING FROM ANY BREACH OF SECTION 1; AND (B) TO THE EXTENT PROHIBITED BY APPLICABLE LAW. IF THIS AGREEMENT IS GOVERNED BY THE LAWS OF ENGLAND AND WALES PURSUANT TO SECTION 7 BELOW, NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT ANY PARTY’S LIABILITY FOR: (i) FRAUD OR FRAUDULENT MISREPRESENTATION; OR (ii) DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE.

5.4 Disclaimers. Except as may otherwise be expressly set forth herein, neither Alteryx nor any Third-Party Licensors make any representations or warranties, express or implied, with respect to the Cloud Trial, Third-Party Code, or Third-Party Tools, including, but not limited to, the implied warranties of title, merchantability, fitness for a particular purpose, and non-infringement. Any no-cost licenses are provided on an “as-is basis”. Alteryx disclaims any and all liability for Third-Party Code and Third-Party Tools. Neither Alteryx nor any Third-Party Licensors make any representations or warranties, express or implied, with respect to the accuracy, reliability, or completeness of the Cloud Trial, Third-Party Code, or Third-Party Tools. Except as expressly set forth herein, the entire risk as to Your use of the Cloud Trial, Third-Party Code, or Third-Party Tools is assumed by You. You acknowledge that entering into this Agreement, You have not relied upon any promise, warranty, or representation not expressly set forth in this Agreement.

6. Ownership. All title and intellectual property rights in and to any product, service, technology, information, and materials (whether pre-released or not) provided by Alteryx to You in connection with the Cloud Trial (including, but not limited to, the Cloud Trial, content, application programming interfaces, images, photographs, video, audio, text, and “applets”, if any), and any and all copies, derivatives, modifications, and improvements thereto (including any changes which incorporate Your Feedback) are owned or licensed by Alteryx and no ownership rights are conveyed to

You under this Agreement or otherwise. All rights not specifically granted under this Agreement are reserved by Alteryx and its suppliers and Third-Party Licensors and You agree You will not commit or permit any act or omission by Your agents, employees, Affiliates, or any third party that would impair such rights. Nothing in this Agreement constitutes a waiver of Alteryx rights under U.S. or international copyright law or any other federal or state law. You agree to reproduce, and shall not remove or obscure, any copyright notices or proprietary rights legends on all authorized copies of Alteryx products and materials. 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 Your Content.

7. Governing Law; Contracting Entity. 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 (i) Orange County in the State of California when the laws of the State of California apply; or (ii) London when the laws of England and Wales apply. Nothing in this Section 7 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.

8. Usage Data. In furtherance of Alteryx's legitimate business purposes in offering, administering, and improving upon the Cloud Trial and evaluating any Feedback received, Alteryx collects Usage Data with respect to use of the Cloud Trial. "Usage Data" means data automatically collected about and as part of Authorized Users' installation, activation, and use of the Cloud Trial. Usage Data may differ based upon the specific Alteryx product and version used and how the product is delivered and utilized, and may include one or more of the following personal data types: registered email address; log-in credentials; IP address; device ID; network ID; machine host name; internal persistent identifier; username; country or postal code; language preference and browser or operating system settings; and logs, bug reports, and testing that include time stamp and type of actions taken (e.g., specific tools used and how often, number of workflows saved (but not the content of any workflows), names of custom tools, search terms). For the avoidance of doubt, Alteryx does not collect and Usage Data does not include Your Content. Alteryx will not publicly disclose any Usage Data that identifies or can be attributed to You, Your Authorized Users, or Your company.

9. Privacy. In addition to personal data that may be included in any Usage Data or Feedback, Alteryx collects certain personal data about Authorized Users of Alteryx products for the purposes of registration, licensing, and administration. You may provide us with business contact details (e.g., business email address or phone number, company name, Your title or function); social media information when You link to, reference, or comment on Alteryx sites or posts; username, profile photo or avatar, and any comments or actions taken on Alteryx forums; and any identifying information contained in support requests or communications that You initiate. To the extent Alteryx holds and uses any personal data about You for any purpose, Alteryx will comply with its published Privacy Policy, available at <https://www.alteryx.com/privacy>.

10. Export Compliance. You acknowledge that the Cloud Trial is subject to the U.S. Export Administration Regulations (the "EAR") and that You will comply with the EAR. You represent that You are not named on any governmental list of persons or entities prohibited from receiving exports. Additionally, You agree You shall not, nor allow any third party to, export from the U.S. or allow the re-export of any part of the Cloud Trial to (a) any country subject to export control embargo or economic sanctions implemented by any agency of the U.S. government; (b) any end user who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government; or (c) any end user who You know or have reason to know will utilize the Cloud Trial 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.

11. U.S. Government Restricted Rights. The Cloud Trial is a "commercial item" as that term is defined at FAR Subpart 2.1. For U.S. Government participants, Alteryx provides the Cloud Trial, 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 participant require additional rights in the Cloud Trial, 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 all unpublished portions of the Cloud Trial.

12. Anti-Corruption. You confirm that You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an Alteryx employee, agent, or partner in connection with this Agreement. If You have knowledge of any violation of the above restriction, You will promptly notify Alteryx using the "notices" address below.

13. Payment. For purchased licenses, You agree to pay Alteryx the fees and any applicable sales and use taxes, including VAT, GST, and service tax, pursuant to the Order Form. A finance charge equal to the lesser of one and a half percent (1.5%) per month or the maximum amount allowed by applicable law shall be assessed on all undisputed amounts that are past due. If You fail to remit payment for all undisputed fees in accordance with the Order Form, Alteryx may, at its option and without further notice, terminate Your Cloud Trial licenses. Except as expressly set forth herein, Order Forms are non-cancelable and all fees are non-refundable.

14. Indemnification.

14.1 Indemnification by Alteryx. Alteryx will defend any action, claim, demand, or suit brought by a third party against You, Your Affiliates, and the respective officers, directors, employees, agents, successors, and assigns of You or Your Affiliates ("Indemnified Parties") that is based on a claim alleging that the Cloud Trial, as supplied by Alteryx to You, infringes or misappropriates such third party's U.S.-issued patent or any trademark, trade secret, or copyright (an "Infringement Claim"), and Alteryx will indemnify and hold harmless the Indemnified Parties for any damages and costs (including reasonable attorneys' fees) finally awarded against the Indemnified Parties by a court of competent jurisdiction for the Infringement Claim. Alteryx's indemnity obligations under this Section 14.1 shall not apply: (a) if the Cloud Trial is modified except by Alteryx; (b) if the Cloud Trial is customized in accordance with written specifications provided by You; (c) if the Cloud Trial is combined with products or processes not provided by Alteryx; (d) to any unauthorized use of the Cloud Trial; (e) to workflows, outputs, analytic applications, algorithms, or other applications or programming built or created for or on behalf of You through or as a result of Your use of the Cloud Trial; or (f) if you settle or make any admissions with respect to an Infringement Claim without Alteryx's prior, written consent. If an Infringement Claim is brought or threatened, Alteryx may, at its sole discretion and expense, use commercially reasonable efforts to either (i) procure a license that will protect You against such Infringement Claim, without cost to You; (ii) modify or replace all or portions of the Cloud Trial as needed to avoid infringement, such update or replacement having substantially similar or better capabilities; or (iii) if (i) and (ii) are not commercially feasible, terminate this Agreement and any applicable Order Form and refund to You a prorated refund of license fees paid under such Order Form with respect to the Cloud Trial. The rights and remedies granted to You under this Section 14.1 state Alteryx's entire liability, and Your exclusive remedy, with respect to any third-party claim of intellectual property infringement.

14.2 Indemnification by You. You will defend any action, claim, demand, or suit brought by a third party against Alteryx, its Affiliates, the respective officers, directors, employees, agents, successors, and assigns of Alteryx or any Alteryx Affiliates ("Alteryx Parties") that is based on (a) Your use, alteration, application, or disclosure of the Cloud Trial in violation of this Agreement or applicable law; or (b) Your Content or any output or results generated by You or the use thereof, and You will indemnify and hold harmless the Alteryx Parties for any damages and costs (including reasonable attorneys' fees) finally awarded for such claims.

14.3 Indemnification Procedures. In order to seek and receive indemnification under this Agreement, the indemnified party must: (a) give prompt, written notice to the indemnifying party of the indemnifiable event; (b) grant authority to the indemnifying party to defend or settle any related action or 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; and (c) provide, at the indemnifying party's expense, such information, cooperation, and assistance to the indemnifying party as may be reasonably necessary for the indemnifying party to defend or settle the claim or action. An indemnified party may participate, at its own expense, in any defense.

15. Miscellaneous.

15.1 Notices. You may send notices to Alteryx by physical mail to the following address: Alteryx, Inc., Attn: Chief Legal Officer, 17200 Laguna Canyon Rd, Irvine, CA 92618 United States. If to You, notice will be sent to the "ship to" address You provided Alteryx on the Order Form. Notices shall be deemed received: (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 sending if by next-day delivery using a major commercial delivery service.

15.2 Entire Agreement; Severability. This Agreement, together with any terms of use provided to You as part of the Cloud Trial and any Order Forms, is the entire Agreement between Alteryx and You with respect to the subject matter herein. This Agreement supersedes any prior agreements and representations between You and Alteryx in relation to the Cloud Trial. To the extent there is any conflict between the terms of this Agreement and the Order Form, the Order Form shall take precedence. 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 of this Agreement (even if after the effective date of this Agreement or any Order Form), and such terms shall be for administrative purposes only and shall have no legal effect. Alteryx may make changes to this Agreement and will make such modified version available on the website where the Cloud Trial is made available and You agree to be bound by this Agreement, as amended. You may not assign this Agreement or any of Your rights hereunder. 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, and shall in no way affect the validity or enforcement of, the remaining provisions.

15.3 **Equitable Rights.** 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.

15.4 **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 owed) if the delay or failure is due to unforeseen circumstances that occur after the signing of this Agreement and which are beyond the reasonable control of the non-performing party, such as strikes, blockades, war, terrorism, riots, or natural disasters, in so far as the circumstances prevent or delay the non-performing party from fulfilling its obligations and such party is not able to prevent or remedy the force majeure at reasonable cost.

15.5 **Attorneys' Fees.** 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.

15.6 **Language.** Regardless of any language into which this Agreement may be translated, the official, controlling, and governing version of the Agreement shall be exclusively the English language version.

15.7 **Third Party Rights.** Unless otherwise expressly provided in this Agreement, a person not a party to this Agreement shall not have any right to enforce any of its terms.

15.8 **Compliance.** Upon Alteryx's reasonable request, You shall certify in a signed writing that Your access to and use of the Cloud Trial complies with the terms of this Agreement.

15.9 **No Waiver.** None of the provisions of this Agreement shall be deemed to have been waived by any act or failure to act on the part of either party, its agents, or employees but only in writing and signed by an authorized signatory of such party.

15.10 **Representation and Warranties.** Each party hereby represents and warrants that (a) if it is a company or other corporate entity, it is duly organized and validly existing under the Laws of the place of its incorporation or formation and has full corporate power and authority to enter into this Agreement and 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 laws of any court, governmental body, or administrative or other agency having jurisdiction over it; (e) it shall comply with the export laws of the U.S. and other applicable jurisdictions in deploying the Cloud Trial, including through obtaining any permits, licenses, and authorizations required for such compliance; and (f) it shall comply with all other applicable laws, including, but not limited to, data protection laws.

15.11 **Definitions.**

a) "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.

b) "Order Form" means an ordering document executed by You and Alteryx, which describes the Alteryx products and services provided to You. Order Forms that reference this Agreement shall be deemed a part of this Agreement. Should an Affiliate enter into an Order Form that references this Agreement, such Affiliate agrees to be bound to the terms of the Agreement as if it were an original party thereto.

(c) "Related Materials" means the standard published specifications for Alteryx products, including (i) functional, technical, design, and performance specifications; (ii) installation, configuration, administration, operation, and maintenance procedures and instructions; and (iii) training guides and user manuals.

(d) "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.

You may view the current version of this Agreement at any time on the Alteryx website at <https://www.alteryx.com/legal>