

ALTERYX DEPLOYMENT TERMS

Exhibit A: On-Premise Terms

These On-Premise Terms govern Customer's use of the On-Premise Products and supplements the General Terms.

1. **ADDITIONAL DEFINITIONS.**

1.1. "On-Premise Product(s)" means Purchased Products provided to Customer in an off-the-shelf format and deployed by or on behalf of Customer on hardware owned or controlled by Customer.

1.2. "On-Premise Terms" means the terms of this On-Premise Terms exhibit.

2. **ADDITIONAL LICENSE SCOPE TERMS**

The grants and restrictions in this **section 2** apply in addition to any use restrictions and other limitations set forth in this Agreement or any Order Form.

2.1. Backup Copies.

- a) *Reasonable Backups.* Customer may create a reasonable number of backup copies for each Purchased Product Customer has licensed.
- b) *Syndicated Data.* Notwithstanding the foregoing subsection (a), Customer may only make one backup copy for each Syndicated Data license. For clarity, the foregoing limitation is per license, not per user.
- c) *Conditions.* The foregoing license grants to Customer for backup copies are conditioned on Customer ensuring that any backups must:
 - (i) be cold backups, meaning they are completely disconnected from any use environment and not receiving automatic data updates, and those backup copies require a manual activation process to pick up the use environment load during the failure of the primary copies;
 - (ii) be used only for backup or archival purposes;
 - (iii) maintain all Alteryx and Third-Party Licensor information (including copyright notices); and
 - (iv) be retained in a secure location and possession must be retained by Customer.

2.2. License Restrictions. Unless otherwise expressly set forth in this Agreement, Customer may not use the On-Premise Products with any other product, service, or technology not provided by Alteryx to perform or schedule automated, bulk, or batched actions or queries;

3. **CUSTOMER CONTENT**

3.1. Customer Data. Customer must not provide any Customer Data to Alteryx, except as expressly otherwise agreed to in writing. All processing of Customer Data should occur on Customer systems.

4. **WARRANTY.**

4.1. Warranty for On-Premise Products. Subject to **section 9** of the General Terms, the Product and Service Warranty for the On-Premise Products shall be for a period of 90 days from initial delivery to Customer, and shall warrant that the On-Premise Products will operate in substantial conformity with the terms of the Technical Materials and will be, at the time of delivery of the On-Premise Products, free of viruses, Trojan horses, worms, spyware, or other such code designed to maliciously impede in any manner, the intended operation of the On-Premise Products.

Exhibit B: Cloud and AI Terms

These Cloud and AI Terms govern Customer's use of the Cloud Products and AI Features (collectively, "**Cloud-Based Products**") and supplements the General Terms.

1. ADDITIONAL DEFINITIONS

- 1.1. "Artificial Intelligence" or "AI"** means a machine-based system designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment and that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments.
- 1.2. "AI Feature(s)"** means functionality or components in the Purchased Products that leverage AI to automate tasks, enhance decision-making, or improve user interaction-based AI techniques.
- 1.3. "AI Output"** means the output generated and returned by the AI Feature based on the Customer Content.
- 1.4. "Cloud Product(s)"** means Purchased Products hosted by (or on behalf of) Alteryx and provided to Customer as a software-as-a-service offering. For clarity, "Cloud Product(s)" includes any software licensed to Customer by Alteryx to enable access to and use of the Cloud Products or specific functionality within the Cloud Products.
- 1.5. "Cloud and AI Terms"** means the terms of this Cloud and AI Terms exhibit.
- 1.6. "Customer Content"** means any data or information that Customer uploads, connects to, or imports into the Cloud-Based Products from its internal data sets or other sources not supplied by Alteryx (e.g., Customer Data) to facilitate Customer's use of the Cloud-Based Products. Except as otherwise specified in this Agreement, for the purposes of Cloud-Based Products, Customer Content is considered "Customer Data" under the Agreement. Customer Content is included in the definition of "Customer Data".
- 1.7. "Regulated Data"** means data directly regulated and protected by industry-specific regulations or mandated governance requirements that exceed or differ from general privacy and security requirements applicable to data processing or data hosting, including, without limitation, health data (including U.S. HIPAA-regulated data), payment card data (including PCI data), and personally identifiable financial data.
- 1.8. "Sensitive Data"** means sensitive personal data, sensitive personal information, or "special categories of personal data" as defined by applicable data protection laws, including, but not limited to, data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data for the purpose of uniquely identifying an individual, data concerning health, disability or diagnosis, or an individual's sex life or sexual orientation, marital status, citizenship or immigration status, data relating to criminal convictions and offenses, and the precise geolocation of an individual.

2. ADDITIONAL LICENSE SCOPE TERMS

The grants and restrictions in this **section 2** apply in addition to any use restrictions and other limitations set forth in the Agreement or any Order Form.

- 2.1. Restrictions.** Unless expressly set forth otherwise in these Cloud and AI Terms or an Order Form, Customer may not use the Cloud-Based Products:
 - a) in violation of any Applicable Law;
 - b) to send or store infringing, obscene, threatening, or otherwise harmful or unlawful material, including material that violates a third party's privacy rights;
 - c) to send or store material containing software viruses, worms, trojan horses, or other harmful computer code, files, scripts, or agents;

- d) in a manner that interferes with or disrupts the integrity or performance of the Cloud-Based Products, including any Cloud Products that Alteryx provides to other customers;
- e) to gain unauthorized access to the Cloud-Based Products (including unauthorized features and functionality) or to Alteryx's systems or networks; or
- f) with respect to the AI Features,
 - (i) to exploit the vulnerabilities of an individual based on age, disability, or specific social or economic characteristic;
 - (ii) in a manner that has a high risk of economic or personal harm, or is considered profiling in furtherance of automated decision-making that produces legal or similarly significant effects, or utilizes biometric data for any legally prohibited purpose, including to conduct real-time surveillance of persons in other than approved circumstances;
 - (iii) to exploit, manipulate, or deceive a person or groups of persons through use of subliminal techniques designed to impair or bias individual decision-making; or
 - (iv) to evaluate or classify a person or groups of persons based on social behavior or predictable individual characteristics for the purposes of supporting a discriminatory social scoring system or predictive criminal profiling, or infers emotions of a person in a workplace or educational settings except for medical or safety reasons

2.2. Regional Service Limitations. Unless otherwise expressly stated in the Order Form, Customer may not use the Cloud-Based Products in mainland China or Russia except at Customer's sole risk. Any use of the Cloud-Based Products in these regions will render Alteryx's obligations for performance, SLA (as defined below), warranties, and support requirements (as set out in the Agreement, including the Technical Materials and the Order Form) null and void for the use in such regions. Customer warrants and agrees that Customer shall not use the Cloud-Based Products in any other country or territory where usage is restricted by local laws or regulations or by the laws or regulations of the U.S.

2.3. Customer Responsibilities.

- a) *Access.* Customer shall:
 - (i) be responsible for all acts and omissions of users accessing and using the Cloud-Based Products, including their compliance with this Agreement;
 - (ii) implement and maintain appropriate security measures designed to prevent any unauthorized use of or access to the Cloud-Based Products; and
 - (iii) notify Alteryx immediately of any suspected or known unauthorized use of or access to the Cloud-Based Products, and be responsible for any unauthorized access caused by Customer's acts or omissions.
- b) *Customer Content.* Customer has exclusive control and responsibility for:
 - (i) determining the Customer Content used with the Cloud-Based Products and the roles and any access controls applicable to its Authorized Users;
 - (ii) obtaining all necessary consents and providing any required notices applicable to Customer Content and any processing by Alteryx of such Customer Content; and
 - (iii) the accuracy, quality, and legality of all Customer Content.
- c) *Violation by Authorized Users.* Customer will promptly suspend access to the Cloud-Based Products of any Authorized User who is in violation of this Agreement. Customer is responsible for notifying Alteryx of such violation and maintaining that suspension until such time as the violation is cured.

3. CUSTOMER CONTENT

3.1. License Grant from Customer. During the applicable License Term for a Cloud-Based Product, Customer grants Alteryx and its Affiliates a limited, non-exclusive, worldwide, royalty-free license to use, copy, transmit, sub-license, index, store, display, and process Customer Content solely to the extent necessary to fulfill its obligations under this Agreement, to prevent or address service or technical problems, and to enforce its rights under this Agreement.

3.2. Training LLMs. Alteryx will not use Customer Content, including any Personal Data in Customer Content, to Train LLMs used or developed by Alteryx. For purposes of this Section 3.2, “Train” means the process of teaching an LLM to understand and generate AI Output by adjusting its internal parameters based on patterns and structures found in a dataset of existing examples. “LLM” means a Large Language Model, which is an AI algorithm or set of algorithms that processes and generates AI Output by learning from a dataset of existing examples.

3.3. Security of Customer Content. During the applicable License Term for a Cloud-Based Product, Alteryx will maintain reasonable administrative and technical safeguards designed to protect the security and confidentiality of Customer Content in accordance with industry standards and applicable law. To the extent Customer Content contains Personal Data, such Customer Content will be processed in accordance with Alteryx’s Data Processing Agreement available at <https://www.alteryx.com/dpa>. Alteryx will have no obligation to maintain or provide any Customer Content upon termination or expiration of any License Term (unless the applicable Purchased Products are renewed prior to such termination or expiration) and will, unless prohibited by Applicable Law, delete all Customer Content within the Cloud-Based Products.

3.4. Privacy. Alteryx is responsible for compliance with all Applicable Laws regarding privacy and data protection for the processing and storage of any Customer Data received from Customer in connection with its role as described in this Agreement, provided such provision of Customer Data was not in violation of this Agreement. If Customer is licensing Cloud-Based Products, Alteryx will process and use all Personal Data in accordance with its privacy policy, available at <https://www.alteryx.com/privacy>, and in accordance with Applicable Laws.

3.5. Regulated Data. The Cloud-Based Products are not designed to be used with Regulated Data or Sensitive Data unless the processing of such data is expressly supported as a feature of the applicable Cloud-Based Products, as defined by the Technical Materials. Customer is solely responsible for understanding and applying any laws, regulations and industry standards specific to Customer and Customer Content when using any Cloud-Based Products.

3.6. Suspension of Access. If Alteryx reasonably determines that Customer Content or Customer’s use of the Cloud-Based Products presents a material risk to the security or operations of Alteryx, any of its customers, or any products, systems, or services pertaining to the Cloud-Based Products, Alteryx may, at any time upon written notice to Customer, but solely to the extent prior notice is reasonable for Alteryx:

- a) immediately suspend Customer’s access, in whole or in part, to the Cloud-Based Products until all identified material risks are resolved; or
- b) as a final option, and only if Alteryx has first used commercially reasonable efforts to assist Customer in the mitigation of such identified material risks, terminate the Cloud-Based Products.

4. SLA AND COMMUNICATIONS

4.1. SLA. The Alteryx SLA for Cloud Services (“SLA”) terms available at <https://www.alteryx.com/legal> shall apply to the Cloud Products, except for Cloud Products which are in beta, or have been licensed to Customer free of charge. Notwithstanding the foregoing, the Cloud Products may not be available, and Alteryx will not be responsible for such unavailability, due to: (a) planned downtime (for which Alteryx shall give advance electronic notice, when practicable and reasonable, through the Cloud Products), and (b) circumstances beyond Alteryx’s reasonable control.

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

5. AI FEATURES

5.1. Notice of AI. The Purchased Products may include AI Features. Details regarding AI Features will be included in the Technical Materials. Alteryx may provide an in-app notice or setting that discloses

or provides options with respect to an included AI Feature, such as by indicating if an output includes an AI Output.

5.2. AI-based Support. The Purchased Products may include or make available an AI chatbot to answer basic questions raised by users, or Alteryx Co-Pilot to answer questions and assist users in employing Alteryx tools and workflows. Alternatively, Customer may choose to engage directly with human support at any time. Customer grants Alteryx a royalty-free, worldwide, irrevocable license to use information provided to an AI chatbot or Alteryx Co-Pilot to serve the user and Customer, and in de-identified form, to improve the Purchased Products. Customer and end users should not enter personal data, Sensitive Data or non-public company information into AI chatbots, including those provided by Alteryx.

5.3. Third-Party LLMs. The AI Features may provide the functionality for Customer and Customer's users to connect to third-party services through use of third-party service accounts not provided by Alteryx, including APIs to LLMs ("Third-Party Services"). Such use is at Customer's sole risk and subject to the terms between Customer or Customer's users and such third party. Alteryx will have no liability for Customer's failure to comply with the terms of such Third-Party Services and Customer is solely responsible for responding to any third-party claims regarding such Third-Party Services.

6. AI OUTPUT

6.1. Ownership. Each party shall retain all title and intellectual property rights as set forth in Section 6.1 of the General Terms. For the avoidance of doubt, nothing in the General Terms or these Cloud and AI Terms shall be deemed as granting Alteryx any right, title or interest in or to the AI Output.

6.2. AI Output. Alteryx does not review Customer Content or AI Outputs for accuracy, bias, or intellectual property clearance. Alteryx makes no representation, warranty, or guarantee as to the accuracy or reliability of the AI Features or AI Output or whether such AI Output may infringe on third-party intellectual property rights. Customer is solely responsible for evaluating the accuracy, quality, uniqueness, and reliability of AI Output that Customer generates through use of the AI Features. Due to the inherent nature of AI and based on the use of any available configuration settings, AI Output may not be original, and AI Output may be the same as or similar to AI Output generated for other users of the LLM or AI Feature.

7. WARRANTY

7.1. Warranty for Cloud Products. Subject to **section 9** of the General Terms, the Product and Service Warranty for the Cloud Products shall (a) be for the duration of the License Term and (b) warrants that the Cloud Products operate in substantial conformity with the terms of the Technical Materials and will be, at the time of delivery of the Cloud Products, free of viruses, Trojan horses, worms, spyware, or other such code designed to maliciously impede in any manner the intended operation of the Cloud Products.

8. SECURITY INDEMNITY

8.1. Defense. Alteryx will (at its expense) defend against any third-party Claim against Customer Parties where the incident that gave rise to such Claim relates to an unauthorized access of Customer Data by a third party (such incident, "**Security Incident**") and such Claim was caused by Alteryx's failure to comply with (a) its obligations in **section 3.4** in this Exhibit or (b) any data security terms set forth in the Cloud and AI Terms or Product-Specific Terms, as applicable, including **section 3.3** in this Exhibit (each such Claim, a "**Security Claim**").

8.2. Indemnification. Alteryx will indemnify Customer Parties against the following, to the extent each is directly attributable to a Security Claim:

- a) reasonable out-of-pocket expenses incurred by Customer in satisfying its applicable statutory requirements related to notifying individuals affected by the Security Incident;

- b) credit monitoring services for a duration of up to one year for each individual affected by the Security Incident, with such services being provided through a nationally recognized credit monitoring service;
- c) forensic analysis of the Security Incident;
- d) reasonable attorney's fees and costs associated with an investigation brought by a governmental agency with respect to the Security Incident;
- e) damages, fines, or sanctions finally awarded or assessed by a court of competent jurisdiction, regulatory or administrative body, or other governmental entity given jurisdiction by law over enforcement of privacy or data protection actions; and
- f) Alteryx-negotiated settlement amounts (to the extent Alteryx is permitted to settle).

8.3. Direct Damages. Notwithstanding how damages are characterized by a court of law or written in a settlement agreement, the damages described in **section 8.2** in this Exhibit will constitute direct damages for the purposes of this Agreement.

8.4. Conditions and Exclusions. Alteryx's obligations of defense and indemnity set forth in this section are subject to any conditions and exclusions set forth in **section 10** of the General Terms which governs this Exhibit.

8.5. Sole and Exclusive Remedy. This section 8 shall be Customer's sole and exclusive remedy for any Security Incident and such Security Incident will not be considered a breach of the Confidentiality section of the General Terms for the purposes of limitations of liability.

Exhibit C: Professional Services Terms**1. ADDITIONAL DEFINITIONS**

1.1. “Deliverables” means the materials developed and provided to Customer by Alteryx during the performance of the Professional Services.

1.2. “Professional Services Terms” means the terms of this Professional Services Terms exhibit.

2. PROFESIONAL SERVICES TERMS.

2.1. Professional Services Description. Alteryx will provide Customer with certain implementation and configuration services for the Purchased Products as further described in the Order Form (such services form part of the definition of “**Professional Services**” for purposes of the MLA). Each Order Form will identify the scope of the Professional Services and the fees to be paid by Customer to Alteryx for the Professional Services.

2.2. Customer Obligations. Customer agrees to cooperate in good faith with Alteryx to achieve completion of the Professional Services in a timely manner, including by providing assistance and personnel resources as required in an Order Form or otherwise reasonably requested by Alteryx to perform the Professional Services.

2.3. Use of Subcontractors. Customer agrees that Alteryx may use subcontractors in the performance of the Professional Services. Where Alteryx subcontracts any of its obligations concerning the Professional Services, Alteryx will not be relieved of its obligations to Customer under this Agreement.

3. ADDITIONAL LICENSE SCOPE TERMS

3.1. License Grant for Deliverables. Alteryx grants Customer a non-exclusive, non-sublicensable, and non-transferable license to use the Deliverables solely in connection with the use of the Purchased Products in furtherance of 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.

4. WARRANTY.

4.1. Warranty for Professional Services. Subject to **section 9** of the General Terms, the Product and Service Warranty for the Professional Services shall be for a period of 30 days from the performance of the Professional Services and shall warrant that the Professional Services (a) will be performed in a professional and workmanlike manner and (b) materially conform to the requirements set forth in the Order Form applicable to such Professional Services.