

Service Level Agreement for Alteryx Cloud Services

This Alteryx Service Level Agreement (“**SLA**”) describes the service level agreement of Alteryx, Inc. or its applicable affiliate (“**Alteryx**”) regarding certain Alteryx proprietary and hosted cloud-based services identified herein (“**Alteryx Cloud Services**”) to its customers who have an active, paid subscription to the Alteryx Cloud Services (each, a “**Customer**”) pursuant to an Order Form for Alteryx Cloud Services (the “**Agreement**”). This SLA is governed by the Customer’s Agreement and applies only to the Alteryx Cloud Service(s) expressly identified in Section 3 of this SLA, which sets forth the specific availability commitment and credits for each such Alteryx Cloud Service(s).

1. DEFINITIONS. Capitalized terms not defined herein will have the same meaning as defined in the Agreement.

- 1.1. “**Calendar Month**” means the calendar month in which this SLA applies, and which uptime Percentage is being calculated.
- 1.2. “**Available**”/ “**Availability**” of Alteryx Cloud Services is defined in Section 3 of this SLA.
- 1.3. “**Downtime**” means the minutes during the Calendar Month when the Alteryx Cloud Services are not Available to the Customer, save for any Excluded Minutes. Partial minutes or intermittent Downtime for a period of less than ten minutes will not be counted towards any Downtime periods.
- 1.4. “**Excluded Minutes**” means:
 - (A) the minutes that the Alteryx Cloud Services are not Available for the features or functionality of the applicable Alteryx Cloud Services that are:
 - a. designated as preview, beta, trial, or pre-general release (unless otherwise included as specified herein or in the applicable Alteryx Cloud Services documentation);
 - b. specified herein or in the applicable Alteryx Cloud Services documentation as excluded from this SLA;
 - (B) the minutes that the Alteryx Cloud Services are not Available caused by any of the following:
 - a. Maintenance Minutes
 - b. emergency maintenance periods necessary to prevent imminent harm to the Alteryx Cloud Services;
 - c. errors or performance issues arising from (i) force majeure events, any law, regulation or order issued by the government, or other factors outside of our reasonable control (e.g., a network or device failure external to our data center); (ii) software, hardware, services, or other products not provided by or on behalf of Alteryx); (iii) any breach of the Agreement by Customer; (iv) Customer exceeding or making attempts to exceed limits or quotas listed in the Agreement or Admin Console; or (v) Internet access or related problems beyond the demarcation point of the applicable Alteryx Cloud Service;
 - d. Customer’s failure to adhere to Alteryx’s acceptable use policies or documented recommendations, including hardware or software configuration necessary to meet minimum system requirements, for the Alteryx Cloud Services, or Customer’s continued use of the Alteryx Cloud Service after Alteryx advised Customer to modify its use of such Alteryx Cloud Service;
 - e. Alteryx’s suspension or termination of Customer’s right to use the applicable Alteryx Cloud Services.
- 1.5. “**Maximum Uptime**” means the total minutes In the Calendar Month minus Maintenance Minutes during the same Calendar Month.
- 1.6. “**Maintenance Minutes**” means the number of minutes accrued during maintenance performed by Alteryx that results in the Alteryx Cloud Services not being Available, but only where Alteryx has provided Customer with reasonable advance notice.
- 1.7. “**Minimum Uptime Percentage**” means, for the applicable Alteryx Cloud Services, the minimum Uptime Percentage specified in **Section 3** of this SLA for such Alteryx Cloud Services.
- 1.8. “**Uptime Percentage**” means the Maximum Uptime minus Downtime and divided by Maximum Uptime.

2. UPTIME PERCENTAGE AND CREDITS.

- 2.1. During a particular calendar month within the term of the Agreement, if the Uptime Percentage is lower than Minimum Uptime Percentage and Customer notifies Alteryx Technical Support about such Downtime within 30 days of the Downtime, then Alteryx will provide Customer with a credit as specified in Section 2.3 and Section 3 below (“**Service Credit**”).
- 2.2. Customer’s notification must include all information necessary for Alteryx to validate the claim, including (i) a detailed description of the incident and Downtime and (ii) descriptions of your attempts to resolve the incident at the time of occurrence.
- 2.3. Service Credits will be made in the form of a monetary credit applied to future purchases of Alteryx products and services. Alteryx will issue a credit memo to Customer within 90 days after the Service Credit was requested.
- 2.4. Service Credits are Customer’s sole and exclusive remedy for any performance or availability issues for any Alteryx Cloud Services under the Agreement and this SLA. Customer may not unilaterally offset its applicable fees for any performance or availability issues.

3. ALTERYX CLOUD SERVICES SLA.

3.1. Alteryx Designer Cloud.

- (A) Availability: defined as when Alteryx’s Customers and their Authorized Users are able use the application for normal business operations.
- (B) Minimum Uptime Percentage: 99.5%
- (C) Service Credits:

Availability	Credit (% of Monthly Subscription Fee)
<i>Less than 99.5%</i>	2%
<i>Less than 99.0%</i>	5%
<i>Less than 95.0%</i>	10%

The “Monthly Subscription Fee” will be calculated based upon the fees for the Alteryx Designer Cloud as stated in the applicable Agreement. If the fee for the Alteryx Designer Cloud is an annual fee, then the Monthly Subscription Fee will be equal to the annual fee applicable to the Alteryx Designer Cloud divided by 12. By way of further example, if the Alteryx Designer Cloud is a semi-annual fee, then the Monthly Subscription Fee will be equal to the semi-annual fee applicable to the Alteryx Designer Cloud divided by 6.

3.2. Alteryx Machine Learning.

- (D) Availability: defined as when Alteryx’s Customers and their Authorized Users are able use the application for normal business operations.
- (E) Minimum Uptime Percentage: 99.5%
- (F) Service Credits:

Availability	Credit (% of Monthly Subscription Fee)
<i>Less than 99.5%</i>	2%
<i>Less than 99.0%</i>	5%
<i>Less than 95.0%</i>	10%

The “Monthly Subscription Fee” will be calculated based upon the fees for the Alteryx Machine Learning as stated in the applicable Agreement. If the fee for the Alteryx Machine Learning is an annual fee, then the Monthly Subscription Fee will be equal to the annual fee applicable to the Alteryx Machine Learning divided by 12. By way of further example, if the Alteryx Machine Learning is a semi-annual fee, then the Monthly Subscription Fee will be equal to the semi-annual fee applicable to the Alteryx Machine Learning divided by 6.

3.3. Alteryx Auto Insights.

- (G) Availability: defined as when Alteryx’s Customers and their Authorized Users are able use the application for normal business operations.
- (H) Minimum Uptime Percentage: 99.5%
- (I) Service Credits:

Availability	Credit (% of Monthly Subscription Fee)
<i>Less than 99.5%</i>	2%
<i>Less than 99.0%</i>	5%
<i>Less than 95.0%</i>	10%

The “Monthly Subscription Fee” will be calculated based upon the fees for Alteryx Auto Insights as stated in the applicable Agreement. If the fee for Hyper Anna by Alteryx is an annual fee, then the Monthly Subscription Fee will be equal to the annual fee applicable to Hyper Anna by Alteryx divided by 12. By way of further example, if Hyper Anna by Alteryx is a semi-annual fee, then the Monthly Subscription Fee will be equal to the semi-annual fee applicable to Hyper Anna by Alteryx divided by 6.

3.4. Alteryx Cloud Execution for Desktop.

- (J) Availability: defined as when Alteryx’s Customers and their Authorized Users are able use the application for normal business operations.
- (K) Minimum Uptime Percentage: 99.5%
- (L) Service Credits:

Availability	Credit (% of Monthly Subscription Fee)
<i>Less than 99.5%</i>	2%
<i>Less than 99.0%</i>	5%
<i>Less than 95.0%</i>	10%

The “Monthly Subscription Fee” will be calculated based upon the fees for Alteryx Cloud Execution for Desktop as stated in the applicable Agreement. If the fee for Alteryx Cloud Execution for Desktop is an annual fee, then the Monthly Subscription Fee will be equal to the annual fee applicable to Alteryx Cloud Execution for Desktop divided by 12. By way of further example, if Alteryx Cloud Execution for Desktop is a semi-annual fee, then the Monthly Subscription Fee will be equal to the semi-annual fee applicable to Alteryx Cloud Execution for Desktop divided by 6.