

# ALTERYX, INC. SOFTWARE LICENSE AGREEMENT

## (Public Sector End User – General)

This Software License Agreement (Public Sector End User – General) (“Agreement”), including any attachments or terms incorporated by reference, is between Alteryx, Inc. (“Alteryx”) and You (as defined below) and governs Your use of the Licensed Product (as defined below). The use of any additional services or websites may be subject to separate terms of use, as provided therewith.

### 1. DEFINITIONS: As used in this agreement:

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 “Gallery” means a public cloud, multi-studio (tenant) web platform offered by Alteryx pursuant to its terms and conditions, which allows users to publish analytic applications they create via the Licensed Product.

1.3 “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, in each case as may be limited by the context of its use.

1.4 “Licensed Product(s)” means the proprietary Alteryx software in object code form made available by Alteryx to You under this Agreement, together with the Related Materials and Updates (as both are defined below). Licensed Product(s) do not include any Third-Party Tools or Third-Party Code (as both are defined below).

1.5 “Order Form” means an ordering or purchasing document executed by You and Alteryx or You and a Reseller (as defined below), which describes the Licensed Products and Services (as defined below) to be 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 by the terms of this Agreement as if it were an original party hereto.

1.6 “Related Materials” means the standard published specifications for the Licensed 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.

1.7 “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.

1.8 “You” or “Your” (and “Licensee”) means the entity, as named and may be defined in Your Order Form, that has downloaded or otherwise procured the Licensed Product(s) for use as an end user. However, for the purpose of any agreement arising from an Order

Form, reference to “You” shall be construed solely as a reference to the specific customer entity that executes the Order Form.

### 2. LICENSES: RESTRICTIONS:

2.1 GRANT OF LICENSE: Alteryx grants You a limited, non-transferable, non-sublicensable, non-assignable and non-exclusive license to install and use the Licensed Products for which You have been issued a License Key (as defined below) by Alteryx, but conditioned upon use only in accordance with (i) the rights and restrictions contained in this Agreement; (ii) any limits or restrictions set forth on any applicable Order Form; (iii) the Related Materials; and (iv) the number of Authorized Users (as defined below) and/or permitted number of Cores (as applicable and as defined below). If Your Order Form specifically permits Your Affiliates to use the Licensed Products, such use shall be subject to this Agreement and You, and such Affiliates, shall remain liable for all acts and omissions of all such Affiliates.

2.1.1 PURCHASED LICENSES: User-Based Licenses and Core-Based Licenses (each as defined below, and together, “Purchased Licenses”) shall be used solely in furtherance of Your business purposes.

2.1.1.1 USER-BASED LICENSES: If, per Your Order Form, You purchased a license for a Licensed Product that is limited to a certain number of Authorized Users who may use such Licensed Product (a “User-Based License”), each such Licensed Product may only be used by one (1) Authorized User on one (1) personal computer. A User-Based License may not be shared by multiple users or used concurrently on different computers.

2.1.1.2 CORE-BASED LICENSES: If, per Your Order Form, You purchased a license for a Licensed Product that is limited to a number of Cores made available to each installation of such license (a “Core-Based License”), each Licensed Product may only be installed on one (1) server. The total number of Cores made available to each installation of a Core-Based License shall not exceed the permitted number of Cores identified on Your Order Form. “Core” means an individual physical processor within a computer’s central processing unit (CPU) that receives and executes commands. For a computer having a multi-processor CPU, the number of Cores is equal to the number of physical processors in the CPU. Each such physical processor shall be considered a single Core for purposes of this Agreement regardless of whether it is being utilized with technologies such as hyper-threading or similar technologies to make multiple logical cores or logical CPUs visible to the operating system.

2.1.2 TRIAL LICENSES: If You ordered or downloaded a Licensed Product on an unpaid, trial basis (a “Trial License”), You may use the Licensed Product solely in connection with Your own

trial use and evaluation of the Licensed Product, and You shall not resell, sublicense or otherwise publicly disclose or disseminate any output of the Licensed Product. A Trial License entitles You to use the Licensed Product on a single personal computer for a fourteen (14) day trial and evaluation period or such other period as may be granted by Alteryx (“Trial Period”). The Trial License automatically expires at the end of the Trial Period, at which point, the Licensed Product shall become inoperable. Alteryx may terminate Your Trial License at any time with immediate effect for any reason and without liability to Alteryx of any kind.

**2.1.3 NON-COMMERCIAL LICENSES:** If You obtained an unpaid license to any Licensed Product for educational purposes or for a not-for-profit organization (a “Non-Commercial License”), You may use and access the Licensed Product solely for non-commercial purposes for Your educational institution or not-for-profit organization (each, an “Organization”), as applicable. Eligibility for Non-Commercial Licenses is based on verification by Alteryx, in its discretion, of Your enrollment or employment, as applicable, with an Organization. Each Non-Commercial License is for a one (1) year term. If the Non-Commercial License is a User-Based License, Section 2.1.1.1 shall apply. If the Non-Commercial License is a Core-Based License, Section 2.1.1.2 shall apply. Alteryx may terminate Your Non-Commercial License at any time upon thirty (30) days’ notice, with or without cause, and without liability to Alteryx of any kind.

**2.2 AUTHORIZED USERS:** You must identify to Alteryx Your personnel who are authorized to use the Licensed Product and for whom the applicable license fees are paid (each an “Authorized User”) in such a manner as required by Alteryx (e.g., via a valid email address assigned by You 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 in the case of Non-Commercial Licenses and Trial Licenses. User-Based Licenses may be reassigned to other uniquely identified individuals over time in the event personnel are no longer employed by You or the job description of designated personnel no longer includes usage of the Licensed Products, but may not be reassigned so frequently as to enable the sharing of any single User-Based License between multiple users.

**2.3 BACKUP COPIES:** You may create one (1) backup copy for each Licensed Product You have (not per user) as may be legally necessary, provided that (i) it is used only for backup purposes; (ii) all Alteryx and Third Party Licensor information including copyright notices are maintained on such copy; and (iii) possession of the copy is retained by You in a secure location.

**2.4 USES NOT PERMITTED:** Unless otherwise expressly set forth in this Agreement, You may not: (i) copy, modify or make derivative works of any part of the Licensed Product or Third-Party Code (as defined below), or incorporate the Licensed Product or Third-Party Code into other software (in each case, except to the extent permitted by an applicable open source software license); (ii) distribute, sell, resell, rent, lease, sublease, sublicense, timeshare, lend or otherwise disseminate the Licensed Product, Syndicated Data, Third-Party Code, or any copies thereof, or Your rights under this Agreement; (iii) place the Licensed Product on the Internet or any similar network or network service or virtualize a User-Based License without Alteryx’s prior written consent; (iv) make any

attempt to unlock or bypass any initialization system, or encryption techniques utilized by the Licensed Product; (v) alter, remove or obscure any product identification, proprietary legend, copyright, trademark, service mark, or other notices contained in or on the Licensed Product; (vi) disclose any passwords, lock-codes, authorization codes, license keys or serial numbers provided by Alteryx (each, a “License Key”), or use any License Key not supplied by Alteryx; (vii) decompile, disassemble, decode, reverse engineer or in any other way attempt to derive, reconstruct, or discover a source code version of any Licensed Product or any of its components, including any data incorporated therein; (viii) publicly disseminate performance information or analysis from any source relating to the Licensed Product; (ix) use the Licensed Product to develop a product that is competitive with any Alteryx product offering; (x) assert, nor will You 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 Licensed Product, workflow or derivative work thereof; or (xi) disclose the terms and conditions of this Agreement or any Order Form.

**2.5 THIRD-PARTY CODE:** The Licensed Product may contain or be provided with components from Third-Party Licensors (“Third-Party Code”). To the extent applicable to the provision of Licensed Products hereunder, Third-Party Code shall be subject to the terms and conditions of open source software licenses as described in the “Help” section of the Licensed Product.

**2.6 ALTERYX SDK:** The following terms, also attached hereto, apply to Your use of the Alteryx SDK: <https://www.alteryx.com/sdkterms>. “SDK” means the Alteryx Software Development Kit made available by Alteryx or a Reseller to You under this Agreement, including any Updates, plus any previous versions of an Alteryx SDK that You have obtained without an accompanying license agreement (if applicable).

### **3. THIRD-PARTY TOOLS:**

**3.1 SYNDICATED DATA:** If You purchased a license to third-party data sourced by Alteryx (“Syndicated Data”), the following terms, also attached hereto, apply to Your use of the Syndicated Data: <https://www.alteryx.com/syndicateddata>. The definitions of “Output Provision” and “Results” as used in this Agreement may be found in the foregoing link.

**3.2 LICENSEE-SOURCED DATA:** You may use the Licensed Products with Your own data sets and/or third-party data sets licensed directly by You from third parties (“Licensee-Sourced Data”), provided that You are compliant with the terms and conditions of Your agreement with such third party. Alteryx shall not be liable for any damages or claims incurred as a result of Your use of Licensee-Sourced Data with the Licensed Products. The Output Provision with respect to use of Syndicated Data shall apply if output or results include both Licensee-Sourced Data and Syndicated Data.

**3.3 THIRD-PARTY TOOLS:** You agree that use of any configurable component or widget not embedded in the Licensed Product at the time of delivery but created by a third party or You and added to or used by You with the Licensed Product (“Third-

Party Tools”) may be subject to applicable terms and conditions for such the Third-Party Tools.

**4. SUPPORT AND UPDATES:** For Purchased Licenses, Alteryx will provide to You support and consultation in accordance with the Alteryx Support Guidelines available at <https://www.alteryx.com/support-policy-and-guidelines> and also attached hereto (the “Support Guidelines”) and as may be further specified in an applicable Order Form. During the term of the applicable Order Form, Alteryx will provide revised releases of the Licensed Products, incorporating corrections, improvements and enhancements (“Updates”) to You in accordance with the Support Guidelines.

**5. SERVICES:** Alteryx will provide the number of days or hours of training, enablement or other services (“Services”) as may be purchased by You and set forth in an Order Form. The parties acknowledge that the scope of the Services consists solely of assistance with deployment, training and guidance in use of the Licensed Product.

**6. PAYMENT:** Intentionally Omitted.

**7. DELIVERY:** Alteryx will deliver the Licensed Product, at its option, electronically or on physical media, to the delivery location as specified in the applicable Order Form or as otherwise agreed to by the parties in writing. All Licensed Products shall be deemed delivered when made available to You for download.

**8. TERM AND TERMINATION:**

**8.1 TERM:** The term (“Term”) of this Agreement is as specified in the Order Form.

**8.2 TERMINATION:** This Agreement may be terminated if one party materially breaches the Agreement and fails to cure such breach within thirty (30) days or receipt of notice of the breach from the non-breaching party. Notwithstanding anything to the contrary herein, if You are an agency of the U.S. or Canadian Federal Government, (i) Alteryx shall not unilaterally revoke, terminate or suspend any rights granted herein; and (ii) in the event of a breach by You, Alteryx may pursue its rights under the Contract Disputes Act or other applicable law.

**8.3 EFFECTS OF TERMINATION:** Upon expiration or termination of this Agreement, You agree to remove all copies of the Licensed 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 Licensed Product(s), Third-Party Tools and Syndicated Data in Your possession, provided that You may retain copies of any Results. If so requested by Alteryx, You shall certify to Alteryx in writing that such actions have been taken.

**9. FEEDBACK:** In the event that You provide to Alteryx any feedback, suggestions, ideas, or identification of problems or deficiencies and possible remedies therefor (collectively, “Feedback”) with respect to the Licensed Product(s) or Services or any other existing or potential product or service of Alteryx, 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 it into the Licensed

Product(s) or other existing or future products or services of Alteryx, its Affiliates, partners, and Resellers.

**10. OWNERSHIP:** All title and intellectual property rights in and to any product or service provided by Alteryx to You (including but not limited to the Licensed Products, Syndicated Data, 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 (including any changes which incorporate Your Feedback) are owned or licensed by Alteryx and no ownership rights are being conveyed to You under this Agreement or otherwise. Nothing in this Agreement constitutes a waiver of Alteryx’s rights under any Laws, including but not limited to U.S., Canadian or other 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 Services and any related deliverables are not a Work-for-Hire as defined by applicable Law. You agree to reproduce, and shall not remove or obscure, any copyright notices and proprietary rights legends on all authorized copies of the Licensed Products and Syndicated Data. 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 any data or information owned and provided by You when using the Licensed Product..

**11. LIMITED WARRANTY:**

**11.1 PRODUCT WARRANTY:** For Purchased Licenses, Alteryx warrants for a period of ninety (90) days from initial delivery to You (“Warranty Period”) that the Licensed Product will operate in substantial conformity with the terms of the Related Materials and will be, at the time of delivery of the Licensed Product, free of viruses, Trojan horses, worms, spyware, or other such code designed to maliciously impede in any manner, the intended operation of the Licensed Product. Alteryx’s entire liability and Your exclusive remedy for the foregoing warranties shall be, at Alteryx’s sole option and discretion, to use commercially reasonable efforts to provide You with a replacement of the Licensed Product or an error correction or workaround which corrects the defect; provided, however, if Alteryx determines such remedy to be impracticable, Alteryx may terminate the applicable Order Form and provide a refund of the applicable purchase price of the defective Licensed Product. 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 Licensed Product under an Order Form and does not renew or reset.

**11.2 REPRESENTATIONS AND WARRANTIES:** Each party hereby represents and warrants that (i) it has full power and authority to enter into this Agreement and to carry out the provisions hereof; (ii) it is duly authorized to execute and deliver this Agreement and to perform its obligations hereunder; (iii) this Agreement is a legal and valid obligation binding upon it and enforceable according to its terms; (iv) the execution, delivery, and performance of this Agreement does 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; (v) it will comply with all applicable Laws in its performance of this Agreement; and (vi) it shall comply with all applicable export Laws of the U.S., Canada and other applicable

jurisdictions in using the Licensed Products and obtain any permits, licenses and authorizations required for such compliance.

11.3 **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 Licensed Products, Services, Gallery, 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 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 Your 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 Licensed Products, Third-Party Code or Third-Party Tools. Except as expressly set forth herein, the entire risk as to the use of the Licensed Products, Gallery, Third-Party Code and Third-Party Tools is assumed by You. You acknowledge that in entering into this Agreement, You have not relied on any promise, warranty or representation not expressly set forth in this Agreement.

## 12. LIMITATION OF LIABILITY:

12.1 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, and whether the same arise in contract, tort (including negligence) or otherwise. The foregoing limitation of liability shall not exclude or limit any party’s liability for (1) personal injury or death caused by negligence; (2) fraud; or (3) any other matter for which liability cannot be excluded by law.

12.2 Alteryx’s entire liability for claims or obligations arising under or related to this Agreement shall not exceed the license fees paid and/or payable by You in the twelve-month period prior to the events giving rise to the claim or obligation.

12.3 The limitations on liability set forth in Sections 12.1 and 12.2 shall not apply to the extent prohibited by applicable Law.

## 13. INDEMNIFICATION:

13.1 **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 (“Licensee Parties”) that is based on a claim alleging a Licensed Product as supplied by Alteryx to You infringes or misappropriates such third party’s U.S. or Canadian issued patent, or any trademark, trade secret right or copyright (an “Infringement Claim”) and Alteryx will indemnify and hold harmless the Licensee Parties for any damages and costs (including reasonable attorneys’ fees) finally awarded against Licensee Parties by a court of competent jurisdiction for the Infringement Claim. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice’s right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516. Alteryx’s indemnity obligation under this Section 13.1 shall not apply: (i) if the Licensed Product(s) is modified by any party

other than Alteryx; (ii) if the Licensed Product(s) is customized in accordance with written specifications provided by You; (iii) if the Licensed Product(s) is combined with products or processes not provided by Alteryx; (iv) to any unauthorized use of the Licensed Product(s); (v) to any unsupported release of the Licensed Product(s) or if You fail to install an Update provided by Alteryx that could have avoided the actual or alleged Infringement Claim; (vi) to workflows, output, analytic applications, algorithms or other applications or programming built or created by or on behalf of You through or as a result of use of the Licensed Product or any SDKs; or (vii) 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 option 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 Licensed Product 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(s) and refund to You a pro-rata refund of the license fees paid under such applicable Order Form(s) for the terminated portion of the term of such Order Form(s). The rights and remedies granted to You under this Section 13 state Alteryx’s entire liability, and Your exclusive remedy, with respect to any third-party claim of intellectual property infringement.

13.2 **INDEMNIFICATION BY YOU:** To the extent expressly authorized by applicable federal law and subject to available appropriated funds, 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 Affiliate (“Alteryx Parties”) that is based on (i) Your use, alteration, application or disclosure of the Licensed Products or Syndicated Data in violation of this Agreement or applicable Law; or (ii) any Licensee-Sourced Data 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

13.3 **INDEMNIFICATION PROCEDURES:** In order to seek and receive indemnification under this Agreement, the indemnified party must: (i) give prompt notice to the indemnifying party of the indemnifiable event; (ii) 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 (iii) provide, at the indemnifying party’s expense, 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. Notwithstanding anything in Section 13, if You are an agency of the U.S. Federal Government, the United States Department of Justice shall be solely responsible for determining whether to avail itself of indemnification provided herein.

## 14. GENERAL:

14.1 **ENTIRE AGREEMENT; SURVIVAL:** This Agreement represents our entire understanding and agreement regarding the

Licensed Products, or Syndicated Data, Third-Party Code and Third-Party Tools, and supersedes any prior purchase order, communication, advertising or representation between You and Alteryx and/or any Reseller. To the extent there is any conflict between the terms of this Agreement and an Order Form, the terms of 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 and conditions of this Agreement (even if after the date of this Agreement or any Order Form), and any such document shall be for administrative purposes only and shall have no legal effect. Any Order Form not terminated concurrently with the termination of this Agreement shall survive until such Order Form expires or terminates by its own terms. The termination of this Agreement but not all issued and outstanding Order Form(s) shall prevent any new Order Forms from being executed by the parties. Except as provided herein, Alteryx may make changes to this Agreement and will make a such version available on the website where the Licensed Product is made available, and You agree to be bound by this Agreement, as amended. If You are an agency of the U.S. Federal Government or the Canadian Federal or provincial Government, any modification to this Agreement that materially changes the terms shall only be effective upon a written modification executed by both parties. The provisions of Sections 1, 3, 6 and 8 through 14 shall survive any termination of this Agreement.

**14.2 SEVERABILITY:** If any provision of this Agreement shall 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 enforceability of, the remaining provisions.

**14.3 ANTI-CORRUPTION:** You confirm 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. In case You have knowledge of any violation of the above restriction, You will promptly notify Alteryx.

**14.4 USAGE DATA:** Alteryx may automatically collect usage data regarding Your installation, registration and use of the Licensed Products and Services, which may contain limited personal data, in order to improve its products and services, provide support and troubleshooting, ensure compliance with our agreements and terms of use, and carry out business operations as needed to deliver products and services. Alteryx will not publicly disclose any usage data that identifies You or any Authorized Users. To the extent usage data contains individually identifying information, Alteryx collects and uses such data in accordance with its published privacy policy available at <https://www.alteryx.com/privacy> and attached hereto.

**14.5 PUBLICITY:** Alteryx may identify You as a customer of Alteryx and use Your name in any of its advertising or marketing materials (including any press release or statement) solely in connection with such identification to the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71. You can retract the foregoing permission by submitting a written request via email to [logo.optout@alteryx.com](mailto:logo.optout@alteryx.com).

**14.6 ASSIGNMENT:** This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. You 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, which shall not be unreasonably withheld or delayed. Any attempt to transfer or assign this Agreement without such written consent will be null and void. Alteryx may assign this Agreement to any Affiliate or in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of Alteryx's assets or voting securities if such assignment is permitted under and processed in accordance with any applicable federal acquisition regulations including FAR 42.1204.

**14.7 GOVERNING LAW:** If You are a U.S. government agency, this Agreement will be governed by the Federal laws of the United States. If You are a Canadian government agency, (i) this Agreement will be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein, and (ii) the parties will submit any dispute arising in connection with this Agreement to the exclusive jurisdiction of the courts of Ontario.

**14.8 RESTRICTED RIGHTS:** The Licensed Product is a "commercial item" as that term is defined at FAR Subpart 2.1. For U.S. Government customers, Alteryx provides the Licensed 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 DoD. Should a U.S. Government customer require additional rights in Licensed Products, Alteryx will consider such requests, and upon reaching mutual agreement, any additional rights shall be incorporated into a written addendum. Alteryx reserves all its rights under copyright Laws of the U.S. and Canada with respect to unpublished portions of the Licensed Products.

**14.9 RESELLER SALES:** If You acquired the Licensed Products through an Alteryx authorized reseller, partner, or original equipment manufacturer of Alteryx products (each, a "Reseller"), You acknowledge that (i) payment and delivery terms for the Licensed Products must be established separately and independently between You and Reseller; (ii) this Agreement constitutes the entire agreement between You and Alteryx regarding the license rights for the Licensed Products and the obligations of Alteryx as set forth herein and is controlling; (iii) the terms and conditions of any purchase order or any other agreement between You and Reseller are not binding on Alteryx; and (iv) 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 Licensed Products. You further acknowledge that Alteryx makes no representation or warranty, nor incurs an obligation with respect to, with regard to any services or other products provided by any Reseller, or any actions or failures to act by any Reseller.

**14.10 EXPORT COMPLIANCE:** You acknowledge that these Licensed Products are subject to the U.S. Export Administration Regulations (the "EAR") and may be subject to Canada's Export and Import Permits Act ("EIPA") and that You will comply with the EAR and EIPA. 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 Canada or allow the re-export or

re-transfer of any part of the Licensed Product to (i) any country subject to export control embargo or economic sanctions implemented by any agency of the U.S. government or by Canada; (ii) any end user who has been prohibited from participating in U.S. or Canadian export transactions by any Federal agency of the U.S. government or by Canada; or (iii) any end user who You know or have reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles and sounding rockets, or unmanned air vehicle systems, without first obtaining an export license or other approval that may be required by any governmental agency having jurisdiction with respect to the transaction.

14.11 COMPLIANCE: Upon Alteryx's reasonable request, You shall certify in a signed writing that Your use of the Licensed Product is in compliance with the terms of this Agreement.

14.12 NOTICES: Any notice hereunder shall be in writing. If to Alteryx, unless otherwise provided herein, such notice shall be sent to Alteryx, Inc. at 17200 Laguna Canyon Road, Irvine, California 92618, USA, to the attention of "Chief Legal Officer". If to You, such notice or report shall be sent to the "ship to" address You provided to Alteryx and/or a Reseller upon placing Your order. Notices shall be deemed given: (i) upon receipt if 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 by next day delivery by a major commercial delivery service.

14.13 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.

14.14 RESERVED.

14.15 FORCE MAJEURE: In accordance with FAR 552.212-4(f), 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 causes beyond the reasonable control of the parties, such as strikes, blockade, war, terrorism, epidemics, pandemics, public health crises, riots, natural disasters, in so far as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure at reasonable cost.

14.16 RESERVED.

14.17 LANGUAGE: Regardless of any language into which this Agreement may be translated, the official, controlling and governing version of this Agreement shall be exclusively the English language version.

14.18 THIRD PARTY RIGHTS: Unless otherwise expressly provided in this Agreement, a person who is not a party to this Agreement shall not have any rights to enforce any term of this Agreement.