

The file named "**Original Alteryx EULA v20 2006**" was compared to the file "**Signed Alteryx EULA with Markups**" and these pages were automatically determined as likely to have markups.

In other words, somebody appears to have written in changes or notes.

**Human inspection of these pages is recommended.**

3 Original Alteryx EULA v20 2006

Signed Alteryx EULA with Markups

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 <http://community.alteryx.com/supportguidelines> (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: 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 invoice schedule set forth in 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 undisputed fees past due, Alteryx may, at its option and upon notification, terminate Services or rescind any Licenses unless You remit payment to Alteryx within ten (10) business days of notification. Such notice shall also serve as notice of breach under Section 8.2(i) of this Agreement. Except as expressly set forth herein, Order Forms are non-cancelable and all fees are non-refundable.

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: This Agreement is effective as of the delivery or download of the Licensed Products and expires when all Licenses and Services hereunder have expired in accordance with their own terms. The term of Your license under this Agreement is limited as specified in the Order Form or in the purchasing documentation if purchased through a Reseller. Each Order Form shall become effective when duly signed by each of the parties and shall continue in effect through the expiration date for the licenses granted thereunder, unless terminated earlier by either party in accordance with this Agreement.

8.2 TERMINATION: Alteryx or You may terminate this Agreement upon notice to the other party if the other party: (i) breaches any material obligation under this Agreement and fails to cure such breach within thirty (30) days from the date the other party receives notice of the breach from the non-breaching party, provided that Alteryx may terminate this Agreement and any

license(s) immediately upon any breach of Section 2.4; (ii) ceases operation without a successor; or (iii) seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against such party (and not dismissed within sixty (60) days). Termination is not an exclusive remedy and the exercise by either party of any remedy under this Agreement will be without prejudice to any other remedies it may have under this Agreement, by law, or otherwise.

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 "appslet," 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. or international intellectual property Laws. All rights not specifically granted under this Agreement are reserved by Alteryx and its suppliers, including the Third-Party Licenses. 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 any Syndicated Data. Third-Party Licenses 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

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license(s) immediately upon any breach of Section 2.4; (ii) ceases operation without a successor; or (iii) seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against such party (and not dismissed within sixty (60) days). Termination is not an exclusive remedy and the exercise by either party of any remedy under this Agreement will be without prejudice to any other remedies it may have under this Agreement, by law, or otherwise.

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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 "appslet," 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. or international intellectual property Laws. All rights not specifically granted under this Agreement are reserved by Alteryx and its suppliers, including the Third-Party Licenses. 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 any Syndicated Data. Third-Party Licenses 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~~ <sup>years</sup> 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

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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) if it is a company or other 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 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 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; (v) it will comply with all applicable Laws in its performance of this Agreement; and (vi) it shall comply with the export Laws of the U.S. 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.

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. If this Agreement is governed by the Laws of England and Wales pursuant to Section 14.7 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.

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. 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. 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: 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'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.

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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.

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