

## Alteryx EULA

**This Alteryx End User License Terms (“EULA”) governs Your access and use of certain Alteryx products which are hosted and made available to You by Kalibrate (“Service Provider”). You acknowledge that Service Provider, and not Alteryx, Inc. or its affiliates (“Alteryx”), is solely responsible for the provisioning of the Licensed Products (as defined below and including any updates) to You and any other products and services that Service Provider may make available to You.**

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

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 “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.

1.3 “Licensed Product(s)” means the proprietary Alteryx software in object code form as hosted and made available by Service Provider to You under this EULA, together with the Related Materials and any updates. Licensed Product(s) do not include any Third-Party Tools or Third-Party Code.

1.4 “Order Form” means the agreement, including any ordering document, executed by You and the Service Provider which describes the Licensed Products to be provided to You and includes this EULA.

1.5 “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.

1.6 “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 EULA as it relates to their respective software or data or Third-Party Tools.

1.7 “You” or “Your” (and “Licensee”) means the individual or entity that has procured and accessed the Licensed Product(s) for use as an end user.

### 2. LICENSES; RESTRICTIONS:

2.1 GRANT OF LICENSE: You are granted a limited, non-transferable, non-sublicensable, non-assignable and non-exclusive license to access and use the Licensed Products for which You have been issued a License Key (as defined below) by Service Provider, but conditioned upon use only in accordance with (i) the rights and restrictions contained in this EULA; (ii) any limits or restrictions set forth on any applicable Order Form; (iii) the Related Materials; (iv) the number of Authorized Users; and (v) applicable Law. You will use reasonable efforts to prevent any unauthorized access to or use

of the Licensed Products. The Licensed Products may be used only in furtherance of Your internal business purposes.

2.2 USES NOT PERMITTED: Unless otherwise expressly set forth in this EULA, You may not: (i) copy, modify or make derivative works of any part of the Licensed Product or Third-Party Code, 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, sublicense, sublicense, timeshare, lend or otherwise disseminate the Licensed Product, Third-Party Code, or any copies thereof, or Your rights under this EULA; (iii) place the Licensed Product on the Internet or any similar network or network service or virtualize an 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 user identifications, passwords, lock-codes, authorization codes, license keys or serial numbers provided by the Service Provider (each, a “License Key”), or use any License Key not supplied by the Service Provider; (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 EULA or any Order Form.

2.3 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.

### 3. DATA AND THIRD-PARTY TOOLS:

3.1 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.

**3.2 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. TERMINATION:** This EULA and the license(s) granted pursuant to these terms may be suspended or terminated immediately upon any breach of Section 2.2.

**5. OWNERSHIP:** All title and intellectual property rights in and to the Licensed Products, Third-Party Code, Third-Party Tools, Related Materials, and any related data, information, materials, products, or services (including but not limited to the 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 are owned or licensed by Alteryx and no ownership rights are being conveyed to You under this EULA or otherwise. Nothing in this EULA 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 EULA are reserved by Alteryx and its suppliers, including the Third-Party Licensors. 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.

**6. DISCLAIMERS:** Neither Alteryx nor Third-Party Licensors make any representations or warranties, express or implied, with respect to the Licensed Products, 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 and SDKs are provided on an “as-is” basis. Alteryx disclaims any and all liability for the Licensed Products, 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, availability, reliability or completeness of the Licensed Products, Third-Party Code or Third-Party Tools. Except as expressly set forth in this EULA, the entire risk as to the use of the Licensed Products, Third-Party Code and Third-Party Tools is assumed by You. You acknowledge that in entering into this EULA, You have not relied on any promise, warranty or representation not expressly set forth in this EULA.

#### **7. LIMITATION OF LIABILITY:**

**7.1** In no event shall Alteryx or Third-Party Licensors be liable to You 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 service interruptions or failures; data or security breaches; 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.

**7.2** Alteryx shall have no monetary liability to You for claims or obligations arising under or related to this EULA.

**7.3** The limitations on liability set forth in Sections 7.1 and 7.2 shall not apply to the extent prohibited by applicable Law.

#### **8. INDEMNIFICATION:**

**8.1 INDEMNIFICATION:** 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 in violation of this EULA 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.

#### **9. MISCELLANEOUS:**

**9.1 USAGE DATA:** Alteryx may automatically collect usage data regarding Your registration and use of the Licensed Products, 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>.

**9.2 GOVERNING LAW:** Without regard to any conflict of laws principles, this EULA will be governed by the Laws of the State of California, United States. 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 EULA.

**9.3 U.S. GOVERNMENT 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. Rights are reserved under copyright Laws of the U.S. with respect to unpublished portions of the Licensed Products.

**9.4 EXPORT COMPLIANCE:** You acknowledge that these Licensed Products are 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 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;  
(ii) any end user who has been prohibited from participating in U.S. export transactions by any Federal agency of the U.S. government; 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.