

Addendum for Alteryx Cloud-Based Products

This Addendum for Alteryx Cloud-Based Products (the “**Addendum**”) governs Customer’s use of Cloud Products and AI Features (collectively, “**Cloud-Based Products**”) and supplements the master agreement (e.g., Master License Agreement, Software & Data License Agreement) between Alteryx and Customer (as defined below) governing Alteryx’s software and services (the “**Agreement**”). Capitalized terms used herein but not defined in this Addendum will have the meanings given them in the Agreement.

1. **DEFINITIONS**

- 1.1. “**Artificial Intelligence**” or “**AI**” means a machine-based system designed to operate with varying levels of autonomy, 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 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 an AI Feature based on Customer Content.
- 1.4. “**Cloud Product(s)**” means Purchased Products hosted by Alteryx and provided to Customer as a software-as-a-service offering.
- 1.5. “**Customer**” means the customer entity identified in the Agreement (e.g., “Customer” or “Licensee”).
- 1.6. “**Customer Content**” means any data or information that Customer uploads or connects to Cloud-Based Products from sources not supplied by Alteryx (e.g., Customer Data), or created by Customer using Purchased Products (e.g., AI Outputs). Customer Content is considered “Customer Data” or “Licensee-Sourced Data” under the Agreement.
- 1.7. “**Regulated Data**” means data directly regulated 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 (e.g., U.S. HIPAA-regulated data), payment card data (e.g., 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. **LICENSE AND RESTRICTIONS**

This license grant is the sole license grant governing the use of Cloud-Based Products, superseding any other license or rights granted in the Agreement. All use restrictions and limitations in the Agreement continue to apply to Cloud-Based Products unless expressly modified by this Addendum. For the avoidance of doubt, Cloud-Based Products are “Licensed Products” or “Software” under the Agreement.

- 2.1. **License Grant.** Alteryx grants to Customer a limited, non-exclusive, non-sublicensable, non-transferable right to access and use Cloud-Based Products for the applicable subscription term in an Order Form. Cloud-Based Products may only be used for Customer’s internal business purposes and this license is conditioned upon use only in accordance with this Addendum, the Agreement, applicable Order Form, and the Technical Materials.
- 2.2. **Restrictions.** Customer may not use Cloud-Based Products: (a) in violation of any applicable law, including, to the extent applicable, the EU AI Act; (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 Cloud-Based Products, including any Cloud-Based Products that Alteryx provides to other customers; or (e) to gain unauthorized access to Cloud-Based Products (including features and functionality not expressly authorized by a valid Order Form) or to Alteryx’s systems or networks.

2.3. Regional Service Limitations. Customer may not use Cloud-Based Products in the People's Republic of China or Russia or any other country or territory where usage is restricted by export law, local laws, or regulation. Any use of Cloud-Based Products in these regions will render Alteryx's obligations under the Agreement null and void.

2.4. Customer Responsibilities.

- a) **Access.** Customer shall: (i) be fully responsible for all acts and omissions of its users; (ii) implement and maintain appropriate security measures designed to prevent any unauthorized use of or access to the Cloud-Based Products and any features or functionality not expressly authorized by a valid Order Form; and (iii) immediately notify Alteryx of any suspected or identified unauthorized use of or access to the Cloud-Based Products.
- b) **Customer Content.** Customer is solely responsible for determining the accuracy, quality, and legality of Customer Content, any necessary consents applicable to Customer Content, and the roles and access controls for Customer's users.
- c) **Violation by Authorized Users.** Customer will promptly suspend the access of any user who is in violation of this Agreement. Customer is responsible for promptly notifying Alteryx of such violation and maintaining any suspension until such time as the violation is fully cured.

ANY LIMITATIONS ON CUSTOMER'S LIABILITY SET FORTH IN THE AGREEMENT WILL NOT APPLY TO A BREACH OF SECTION 2 OF THIS ADDENDUM.

3. CUSTOMER CONTENT

3.1. License Grant from Customer. 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 necessary to fulfill its obligations under this Agreement, and to prevent or address service or technical problems.

3.2. Training LLMs. Alteryx will not use Customer Content, including any Personal Data in Customer Content, to Train LLMs. 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 and Privacy of Customer Content. Alteryx will maintain reasonable administrative and technical safeguards, as described in its Information Security Program Description available at <https://www.alteryx.com/security-standards> which are designed to protect the security and confidentiality of Customer Content in accordance with industry standards and applicable law. Personal Data in Customer Content will be processed in accordance with Alteryx's Data Processing Agreement available at <https://www.alteryx.com/dpa> ("DPA"). Alteryx will have no obligation to maintain any Customer Content upon termination or expiration of any subscription term and will, unless prohibited by applicable law, delete all Customer Content used with Cloud-Based Products.

3.4. Regulated Data and Sensitive 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 set forth in the Technical Materials, and Alteryx shall not be liable for Customer's use of Cloud-Based Products with Regulated Data or Sensitive Data. 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.

3.5. Suspension of Access. If Alteryx reasonably determines that Customer Content or Customer's use of Cloud-Based Products pose a material risk to the security or operations of Alteryx, its customers, products, systems, or services, Alteryx may, upon written notice to Customer (email will suffice) and where reasonable under the circumstances suspend Customer's access, in whole or in part, to the Cloud-Based Products until all identified material risks leading to the suspension are resolved.

4. SERVICE LEVEL AGREEMENT

4.1. SLA. The Alteryx SLA for Cloud Services ("SLA") at <https://www.alteryx.com/legal> applies to Cloud Products, except for Cloud Products which are offered in beta or have been licensed to Customer free of charge.

5. AI FEATURES

5.1. Notice of AI. Purchased Products may include AI Features, as described in the Technical Materials or in an in-app notice or setting. Alteryx may also provide Customer the functionality to connect to third-party AI services through use of third-party service accounts not provided by Alteryx, including APIs to LLMs ("**Third-Party AI Services**"). Customer's use of Third-Party AI Services is subject to applicable third-party terms and conditions. Customer is responsible for complying with all terms or conditions required by Third-Party AI Services and such use is at Customer's own risk.

5.2. AI-based Support. Purchased Products may include an AI chatbot to answer basic questions, or Alteryx Co-Pilot to answer questions and assist users in employing Alteryx tools and workflows ("**AI Support Tools**"). 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 Support Tool to serve the user and Customer, and in de-identified form, to improve Purchased Products.

5.3. AI Output. Except as provided in Section 3.1, nothing in the Agreement or this Addendum shall be deemed as granting Alteryx any right, title, or interest in an AI Output and any Customer Content used to generate the 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 AI Features or AI Output or whether such AI Output may infringe on third-party intellectual property rights.

6. WARRANTY

6.1. Warranty for Cloud Products. Cloud Products, as delivered to Customer, will substantially conform to the applicable Technical Materials ("**Cloud Warranty**"). To make a warranty claim, Customer must provide Alteryx with written notice describing the specific non-conformity within 45 days of the first appearance of the condition giving rise to the Cloud Warranty claim. If Alteryx confirms the non-conformity, Alteryx will, in its sole and reasonable determination, (i) use commercially reasonable efforts to correct the non-conformity within 30 days (which may be mutually extended by the parties); or (ii) if Alteryx cannot correct the non-conformity during the cure period, Alteryx may terminate the Cloud Products and provide a prorated refund of prepaid fees for the affected Cloud Product(s). THIS IS THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER (AND ALTERYX'S SOLE LIABILITY) FOR A BREACH OF THE WARRANTY DESCRIBED IN THIS SECTION 6.1. This warranty and remedy supersedes any representations, warranties, and related remedies set forth in the Agreement with respect to the Cloud Products. Any representations or warranties applicable to any products or service contained in the Agreement do not apply to the Cloud Products. The foregoing Cloud Warranty does not cover non-conformity due to: (a) modifications of the Cloud Products not made by Alteryx; (b) use on a system not meeting Alteryx's minimum requirements; or (c) software or hardware not provided by Alteryx.

6.2. DISCLAIMERS. TO THE EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT FOR THE EXPRESS WARRANTIES IN THIS ADDENDUM, ALTERYX PROVIDES THE CLOUD-BASED PRODUCTS ON AN "AS-IS" BASIS. ALTERYX, ITS AFFILIATES, AND THIRD-PARTY PROVIDERS DISCLAIM AND MAKE NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING REPRESENTATIONS, GUARANTEES OR WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, RELIABILITY, COMPLETENESS OR ACCURACY, WHETHER OF THE CLOUD-BASED PRODUCTS OR ANY OUTPUT OR RESULTS CREATED FROM THE USE THEREOF. ALTERYX, ITS AFFILIATES, AND ITS THIRD-PARTY PROVIDERS ARE NOT RESPONSIBLE FOR ANY INTERRUPTIONS, DELAYS, CANCELLATIONS, DELIVERY FAILURES, DATA LOSS, CONTENT CORRUPTION, PACKET LOSS, OR OTHER DAMAGE RESULTING FROM THE FOREGOING.

7. SECURITY INDEMNITY

7.1. Defense. Alteryx will (at its expense) defend against any third-party claim, action, complaint or lawsuit (each, a "**Claim**") against Customer where the incident that gave rise to such Claim relates to unauthorized access to Customer Content by a third party (such incident, a "**Security Incident**") and such Claim was caused by Alteryx's failure to comply with its obligations in **section 3.3** in this Addendum (each such Claim, a "**Security Claim**").

7.2. Indemnification. Alteryx will indemnify Customer against the following, to the extent each is directly attributable to a covered 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) to the extent required by local law, 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) reasonably necessary 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).

7.3. Direct Damages. Notwithstanding how damages are characterized by a court of law or written in a settlement agreement, the damages described in **section 7.2** of this Addendum will constitute direct damages for the purposes of the Agreement.

7.4. Conditions and Exclusions. Alteryx's obligations of defense and indemnity set forth in this section are subject to any limitations and exclusions of indemnification as set forth in the Agreement.

7.5. Sole and Exclusive Remedy. This section 7 shall be Customer's sole and exclusive remedy for any Security Incident and such Security Incident will not be considered a breach of any confidentiality or non-disclosure terms for the purposes of limitations of liability.

8. MISCELLANEOUS

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

8.2. Entire Agreement. This Addendum, the Agreement, and each Order Form for Cloud-Based Products, represents the parties' entire understanding and agreement regarding Cloud-Based Products. Except as modified by this Addendum, all other provisions of the Agreement remain in full force and effect. "**Technical Materials**" shall have the same meaning as "Related Materials" or "Documentation" under the Agreement. In the event of any inconsistency or conflict between the terms and conditions of this Addendum and the Agreement, this Addendum shall prevail, notwithstanding that the terms of the DPA shall govern with respect to any processing of Personal Data contained in Customer Content.