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13. INDEMNIFICATION: Licensee will indemnify, defend, save and hold harmless Alteryx, its affiliates and the respective officers, directors, employees, agents, successors, and assigns of Alteryx or any affiliate and/or any Reseller (if Licensed Products are purchased through a Reseller) ("Alteryx Parties") against any claims, suits and actions asserted by a third party against any of the Alteryx Parties for liabilities, damages and costs, including reasonable attorney's fees, from any and all third party claims regarding Licensee's use of the Licensed Products in violation of or outside the scope of this Agreement, including, but not limited to, third party claims alleging infringement of their intellectual property rights.

14. GOVERNING LAW: This Agreement shall be governed by the laws of the State of California, United States, excluding its conflicts of laws principles and excluding the United Nations Convention on Contracts for the International Sale of Goods. You agree to exclusive jurisdiction of California federal and state courts, Orange County, for resolution of any dispute related to this Agreement.

15. EXPORT CONTROLS: Licensee acknowledge that these Licensed Products are subject to the U.S. Export Administration Regulations (the "EAR") and that Licensee will comply with the EAR. Licensee shall comply with the export laws and regulations of the United States and other applicable jurisdictions in using the Licensed Products and obtain any permits, licenses, and authorizations required for such compliance, and without limiting the foregoing, Licensee represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports. Additionally, Licensee agrees it 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

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16. U.S. GOVERNMENT RESTRICTED RIGHTS: The Licensed Product is a “commercial item” as that term is defined at FAR 2.101. If Licensee is the US Federal Government (Government) Executive Agency (as defined in FAR 2.101), Alteryx provides the Licensed product, including any related software, technical data, and/or professional services in accordance with the following: If acquired by or on behalf of any Executive Agency (other than an agency within the Department of Defense (DoD)), the Government acquires, in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software), only those rights in technical data and software customarily provided to the public as defined in this Agreement. If acquired by or on behalf of any Executive Agency within the DoD, the Government acquires, in accordance with DFARS 227.7202-3 (Rights in commercial computer software or commercial computer software documentation), only those rights in technical data and software customarily provided in this Agreement. In addition, DFARS 252.227-7015 (Technical Data – Commercial Items) applies to technical data acquired by DoD agencies. Any Federal Legislative or Judicial Agency shall obtain only those rights in technical data and software customarily provided to the public as defined in this Agreement. If any Federal Executive, Legislative, or Judicial Agency has a need for rights not conveyed under the terms described in this Section, it must negotiate with Alteryx to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement to be effective. If this Agreement fails to meet the Government’s needs or is inconsistent in any way with Federal law, and the parties cannot reach a mutual agreement on terms for the EULA, the Government agrees to return the Licensed Product, unused, to Alteryx. This U.S. Government Rights clause in this Section is in lieu of, and supersedes, any other FAR, DFARS, or other clause, provision, or supplemental regulation that addresses Government rights in computer software or technical data under this Agreement. Rights are reserved under copyright laws of the United States with respect to unpublished portions of the Software.

17. RESELLER SALES: If Licensee has purchased the Licensed Products through an authorized reseller of Alteryx products (“Reseller”), except with respect to Sections 1, 4, 7, 9, 11, and 13, and except for references to both Alteryx and Reseller, all references herein to obligations of, and duties owed to, Alteryx, shall hereby be deemed to reference Reseller.

18. MISCELLANEOUS: This Agreement represents our entire understanding and agreement regarding the Licensed Product, Data, Tools and Related Materials, and supersedes any prior purchase order, communication, advertising or representation between Licensee and Alteryx and/or any Reseller (if Licensed Products are purchased through a Reseller). By entering into this License Agreement, Licensee agrees that the terms and conditions and the policies available at <http://gallery.alteryx.com/#!legal> shall also govern any Gallery use, including any instances of private Gallery use by Licensee (“Private Gallery”). Any personnel authorized to use the Licensed Products, or non-personnel that are authorized to use the Private Gallery, shall be subject to the same restrictions on the use of the Licensed Products and obligations on the protection of Alteryx’s and Reseller’s (if Licensed Products are purchased through a Reseller) Confidential Information as those that bind the Licensee hereunder, and Licensee shall remain responsible and liable for the compliance of such personnel and non-personnel in the case of

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