ALTERYX CERTIFICATION AGREEMENT

BY ELECTING TO PARTICIPATE IN THE ALTERYX CERTIFICATION PROGRAM AND REGISTERING FOR OR ACCESSING AN ALTERYX CERTIFICATION EXAM, AS EXPRESSED BY CLICKING THE “ACCEPT”, “TAKE EXAM”, OR “START” BUTTON/LINK, YOU ACCEPT AND AGREE TO ALL OF THE TERMS OF THIS ALTERYX CERTIFICATION AGREEMENT, WHICH IS BINDING AND ENFORCEABLE LIKE ANY WRITTEN AGREEMENT SIGNED BY THE PARTIES.

IF YOU ARE NOT AT LEAST 18 YEARS OLD (OR OF YOUR COUNTRY’S LEGAL AGE, IF GREATER), YOU MAY ONLY REGISTER FOR ALTERYX CERTIFICATION AND MICRO-CREDENTIAL EXAMS THROUGH A PARENT OR LEGAL GUARDIAN BY REGISTERING WITH THE ALTERYX K-12 PROGRAM at https://www.alteryx.com/sparked/alteryx-k-12. IF YOU ARE NOT AT LEAST 18 YEARS OLD (OR OF YOUR COUNTRY’S LEGAL AGE, IF GREATER), YOU MAY NOT REGISTER FOR AND COMPLETE ANY PAID EXAMS (e.g., Alteryx Expert Certification Exam).

IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS ALTERYX CERTIFICATION AGREEMENT OR IF YOU ARE UNDER 18 AND DO NOT MEET THE REQUIREMENTS IN THE PARAGRAPH ABOVE, DO NOT CLICK THE “ACCEPT”, “TAKE EXAM”, OR “START” BUTTON/LINK OR OTHERWISE REGISTER FOR OR ACCESS THE ALTERYX CERTIFICATION EXAM.

This Alteryx Certification Agreement (the “Agreement”), including any attachments or terms incorporated by reference, is between Alteryx, Inc., a Delaware corporation (“Alteryx”), and you, an individual candidate for an Alteryx Certification (as defined below) (“You” or “Your”), and governs Your participation in the Alteryx Certification program (the “Program”). Except as otherwise provided above, You must be 18 years old (or of Your country’s legal age, if greater) to participate in the Program.

1. Exam Access. Upon Your acceptance of this Agreement and election to register for or begin taking an Exam, You will be granted access to the Exam and Exam Content for purposes of testing Your knowledge of a specific Alteryx product and qualifying for the applicable Alteryx Certification. As used in this Agreement, (a) “Certification” means any of the certifications offered by Alteryx related to the use of its software products. (b) “Exam” means the applicable test for a particular Certification, and (c) “Exam Content” means any and all questions, answers, data, software, and other materials made available to you for purposes of completing the Exam.

2. Your Information. In order to administer the Program and Exam, Alteryx will collect certain information about Your participation in the Program and Exam, including Your name and email address. If You are taking a paid Exam, TrueAbility, Inc. and Examity, Inc. (“Exam Administrators”) will administer the Exam on Alteryx’s behalf. The Exam Administrators will collect certain information during Exam registration and completion, including Your name, email address, phone number, payment information, and proof of identification. To ensure integrity of Exams and Certifications, the Exam Administrators may monitor, view, and record Your webcam and computer screen activity during the Exam and audit and share with Alteryx such activity. Your information will be used to facilitate and administer Your participation in the Program and Exam, including to schedule, deliver, and proctor an Exam, verify Your identity, process Your payment for an Exam, verify compliance with this Agreement, and process Your Certification. Information provided by You to Alteryx will be treated in accordance with Alteryx’s Privacy Policy available at https://www.alteryx.com/privacy-policy. Alteryx may also share Your Exam date and Certification status with Your employer, if they registered and/or paid for Your Exam. You should review the privacy policies of the Exam Administrators to understand how information provided by You to the Exam Administrators will be treated.

3. Candidate Conduct Policy. To maintain the value of the Certifications and ensure that only qualified individuals are certified, You agree to comply with the following:

a. You will only provide truthful information about Your identity, demographics, and corresponding documentation as requested. You will not impersonate another person or misrepresent Yourself in any manner, or share any credentials provided to You upon registration.

b. You will comply with all testing regulations required by an Exam Administrator.

c. You will only take the Exam by Yourself, using only the permitted materials. You may not receive assistance from another person, allow another person to take an Exam on Your behalf, plagiarize any Exam answers, or use any other materials, including unauthorized publications of Exam answers.

d. Any credentials provided to You for Exam access must be kept confidential and may not be shared with any other person. You may not use another individual’s credentials to access the Exam.

e. You will not circumvent, or attempt to circumvent, the Exam re-take policy by registering under a different name or email address or by bypassing any authorization or initialization systems.

f. Any Exam vouchers provided by Alteryx are non-transferable. You will not allow any other person to use any Exam vouchers provided to You by Alteryx and You will not use any Exam vouchers not provided to You by Alteryx.

g. You will access and use the Exam and Exam Content solely for purposes of completing the Exam to become Alteryx Certified. You will not access or use the Exam or Exam Content for any other purpose and You will keep the Exam and Exam Content strictly confidential. Further, You will not copy, distribute, disclose, display, export, publish, sell, modify, reverse engineer, decompile, disassemble, translate, or create derivative works of any Exam or Exam Content in any form (whether oral, written, or digital).

h. You will not forge any Certification Designations or Logos, Exam scores, or any Program or other Exam records.

i. You will not engage in any other conduct that compromises the integrity, security, or confidentiality of the Exam or Program and Alteryx Certification Agreement (v. 2020-09) You will uphold the highest standards of professional conduct as it relates to Your participation in the Program and the Exam. Any violation of the above may result in revocation of any existing certifications and/or prohibition on participating in future certification exams and programs.
4. **Exam Cancellations; Rescheduling.** You may cancel Your Exam registration or participation at any time. Any fees paid for an Exam will be non-refundable. If You cancel a paid Exam prior to the scheduled Exam date, You will be permitted to reschedule the Exam in accordance with Alteryx’s Certification policies.

5. **Certification Designation.**
   a. **Right to Use.** Upon successful completion of the applicable certification requirements and receipt of a passing score on the applicable Exam, You will receive a designation for the applicable Alteryx certification (the “Certification Designation”). In connection with the receipt of a Certification Designation and subject to the terms of this Agreement, Alteryx grants you a non-exclusive, nontransferable, revocable, limited personal right to use the Certification Designation and corresponding logo (the “Logo”) on Your resume, email signature, business card, marketing collateral, letterhead, and websites solely to promote Your skills with respect to the use of the applicable Alteryx product and for no other purpose. This right automatically terminates upon expiration of Your Certification.
   b. **Certification Term.** The term during which You may use Your applicable Certification Designation will commence upon achieving Your Certification Designation and continue for the period defined for each Certification Designation or as otherwise expired by Alteryx. To maintain Your Certification Designation, you must fulfill any continuing Certification requirements in accordance with Alteryx’s Certification policies.
   c. **Restrictions on Use.** You acknowledge and agree that successful completion of an Exam or receipt of a Certification Designation is not, in any way, an endorsement, warranty, or guarantee from Alteryx of Your abilities or qualifications. You may not use or modify the Certification Designation or Logo in any way that may be construed as an endorsement by Alteryx of your qualifications or as establishing an affiliation between Alteryx and any third-party, and You may not make any misrepresentations or suggestions to such effect. You may not use the Certification Designation or Logo in a manner that negatively impacts Alteryx’s reputation or goodwill.

6. **Ownership.** Alteryx owns and retains all rights, title, and interest (including intellectual property rights) in the Exam, Certification Designation and Logo. Any rights not expressly granted in this Agreement are reserved by Alteryx.

7. **Consequences of Non-Compliance.** If Alteryx believes, in its sole discretion, You have violated the Candidate Conduct Policy in Section 3 above, Alteryx will have the right to deny You further participation in the Exam or Program, cancel a passing Exam result, or revoke existing Certifications or rights to use the Certification Designation or Logo. Such determination by Alteryx will be without the need to provide supporting documentation or incurring any liability or additional obligation to You.

8. **Agreement Term and Termination.** This Agreement will be effective upon Your acceptance thereof and continue until terminated as provided herein. Either Alteryx or You may terminate this Agreement with or without cause upon thirty (30) days’ written notice to the other. Alteryx may also terminate this Agreement in connection with Section 7 above. Upon termination of this Agreement, Your rights to use the Certification Designation and Logo will immediately cease and You must remove the Certification Designation and Logo from all electronic and physical copy materials, including Your resume, email signature, business card, marketing collateral, letterhead, and websites.

9. **DISCLAIMERS; LIMITATION OF LIABILITY.** ALTERYX MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROGRAM, EXAM, CERTIFICATION DESIGNATION, LOGO, OR YOUR PARTICIPATION OR USE THEREOF, AND ALTERYX EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL ALTERYX BE LIABLE REGARDLESS OF THE CAUSE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES. ALTERYX’S MAXIMUM AGGREGATE LIABILITY TO YOU ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE FEES PAID BY YOU TO ALTERYX TO PARTICIPATE IN THE PROGRAM. THE FOREGOING DISCLAIMERS AND LIMITATIONS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

10. **Miscellaneous.** This Agreement constitute the entire agreement between the parties with respect to the subject matter herein and supersedes all prior and contemporaneous agreements, representations, or communication, whether written or oral, between You and Alteryx. The terms of this Agreement and any receipt of a Certification Designation will not be construed as creating a partnership, agency, joint enterprise, or employment relationship. This Agreement and the right to use any Certificate Designation received may not be assigned by You to any third party and any such attempted assignment will be null and void. None of the provisions of this Agreement will be deemed waived as a result of any act or acquiescence by Alteryx, unless signed by an authorized signatory of Alteryx. If any provision of this Agreement is deemed unlawful, void, or unenforceable for any reason, such provision will be enforced only to the extent permissible by applicable law and otherwise deemed severable from, and will not affect the validity or enforceability of, the remaining provisions of this Agreement.

11. **Governing Law.** This Agreement will be governed by the laws of the State of California, United States, without regard to its conflict of laws rules and all disputes arising out of or in relation to this Agreement will be submitted to the exclusive jurisdiction of the courts of Orange County, California.