

GOVERNMENT - PRICE QUOTATION

Domo Inc.



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
 WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM
 Please submit orders to opensourceorders@carahsoft.com



TO: Candace Alexander
 Accountability and Research
 Dekalb County School District
 USA

FROM: Chase Boschetti
 Domo Government at Carahsoft
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: candace_alexander@dekalbschoolsga.org

EMAIL: Chase.Boschetti@carahsoft.com

PHONE:

PHONE: (571) 590-3471

TERMS: OMNIA Software Solutions and Services contract: R240303
 Term: January 1, 2025 - December 31, 2027
 FTIN:52-2189693
 Shipping Point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 Sales Tax May Apply

QUOTE NO:	56337316
QUOTE DATE:	12/11/2025
QUOTE EXPIRES:	12/20/2025
RFQ NO:	
SHIPPING:	ESD
TOTAL PRICE:	\$137,634.41
TOTAL QUOTE:	\$137,634.41

LINE NO.	PART NO.	DESCRIPTION	PRICING	QUOTE PRICE	QTY	EXTENDED PRICE
1	PL12200038-T100	Standard Credits: 80,000 Standard Credits (Courtesy): 20,000 Card Loads: 4,800,000 Bronze Support + Education Bundle: 1 Authorized Contacts: 2 24/7 Phone Support: 1 Guided Education & Certification: 1 ACE Advise: 1 1-Year Term Start Date: 12/20/2025 End Date: 12/19/2026	LIST: \$153,000.00 CONTR: \$149,940.00	\$137,634.41	COOP 1	\$137,634.41
SUBTOTAL:						\$137,634.41
TOTAL PRICE:						\$137,634.41
TOTAL QUOTE:						\$137,634.41

Subscription Services Visual Layer:

1. Unlimited Users
2. 150+ Chart Types
3. Domo Bricks
4. Dashboards
5. Variable and Custom Calculations

Consumption Included Subscription Services:

- Unlimited Authorized User Licenses
- Domo BYOK (for custom data encryption)
- Writeback Connector Suite
- Workflows Access
- Domo Platform
- Data Connectors
- Domo Sandbox
- Domo Goals App
- Governance Toolkit
- Adrenaline Dataflows
- Cloud Amplifier
- Data Science Tiles
- Domo Everywhere
- Jupyter Access

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AppDB
AutoML
Brand Kit

Note: The above Retainer Services are Professional Services under the Service Agreement. The scope of these services is described in the Statement of Work entered into between Carahsoft and Dekalb Schools ("Subscriber") and attached here to as Attachment A.

Subscriber's use of the services is governed by, and capitalized terms used by not defined in this Quote have the meaning set forth in, the Domo Software as a Service Agreement attached hereto as Exhibit B ("Domo Service Agreement").

Terms Specific to ACE Advise Services

- The Advanced Customer Enablement (ACE) Advise package provides up to 80 hours during the specified annual period (20 hours per quarter) for consulting and advisory services centered around guiding principles and best practices for Domo's suite of platform features and capabilities as may be requested by Subscriber from time to time during the engagement. ACE services are provided on a retainer basis for use by Subscriber throughout the specified period to allow Subscriber to engage with Domo for ACE services on a flexible, as-needed basis. ACE services are designed to provide guidance, training, and support to Subscriber with respect to Subscriber's data strategy and architecture, governance, implementation, adoption, prototyping and development of use cases, and other uses of the Domo Platform, and do not include Domo itself performing implementation, development, or other work within Subscriber's instance(s) of the Domo Platform.
- To initiate a request for ACE services, Subscriber will need to contact the Domo Account Executive or Domo Customer Success Manager to schedule and scope the ACE services with a member of Domo's ACE services team.
- ACE services are provided under a time and materials execution model. Domo will provide up to the number of hours specified above. Effort of each assigned Domo resource counts against the purchased hours, including time on calls, email, trainings, working time, and ad-hoc requests. Domo will notify Subscriber once the purchased hours have been consumed, and Domo will have no further obligation to perform any ACE services unless Subscriber purchases additional hours. Hours expire at the end of each contract year and do not rollover.
- Domo will be excused from delays in performing, or from a failure to perform, any ACE services to the extent such delays or failures result from causes outside of Domo's reasonable control. Without limiting the foregoing, Subscriber acknowledges that Subscriber's delay or failure in furnishing necessary information, providing timely communication and cooperation, or completing required tasks or other obligations, will be considered an excusable delay or excusable failure to perform by Domo. ACE services are Professional Services under the Service Agreement.

Terms Specific to Credits

The above Subscription Services are being provided under a consumption-based model based on utilization of credits. Credits apply based on activities performed within the Subscription Services. The specific activities, the number of credits associated with each activity, and other terms specific to credit utilization are set forth at www.domo.com/consumption-terms (as updated from time to time, the "Supplemental Terms"). The Supplemental Terms form a part of and are incorporated by this reference into this Quote.

Credit Pricing:

Purchase of Additional Standard Credits: During the above Initial Term, Subscriber may purchase additional standard credits at the below specified one-time rate (the "One-Time Rate") or as provided under the tiered pricing option described below. Each purchase of additional standard credits requires a minimum purchase of 1,000 standard credits. All credits expire at the end of the applicable specified period and do not rollover.

Extended Term Tiered Pricing Option: If, at the time of purchase of additional standard credits, Subscriber enters into an amendment to extend the Initial Term of this Quote to continue for a total of 36 months* for at least the same total annual fees paid by Subscriber under this Quote (and any amendments hereto) for standard credits prior to the amendment date plus the total fees payable by Subscriber for the additional standard credits (or for standard credit overages as described below), then the per credit rate for the additional credits will be determined based on the below pricing tiers. The applicable per credit rate for the additional standard credits is calculated based on the total annual fees paid by Subscriber under this Quote (including any amendments hereto) for standard credits during the then-current annual term prior to the date of purchase of the additional standard credits. Upon reaching a new pricing tier, the new per credit rate will apply to additional standard credits purchased by Subscriber during the Initial Term (until Subscriber reaches the next tier and provided that Subscriber enters into another amendment to continue for a total of 36 months*) but will not apply retroactively to standard credits purchased prior to reaching the new tier for that annual period.

Courtesy Credits. Only during the time period specified above, Subscriber is permitted to exceed the number of standard credits purchased for such period by up to the number of courtesy credits specified above at no additional charge. Courtesy credits will not apply to any other time periods under this Quote or to any renewal of this Quote.

Overages: If, at any time, standard credit utilization, aggregated across all instances of the Domo Platform, the Domo Everywhere suite of services, and all apps, exceeds the specified number of standard credits (plus, if applicable, the number of courtesy credits), Carahsoft will invoice End User Subscriber for payment, the amount of the overage and Carahsoft and End User Subscriber will address the overage in an amendment or purchase order. For avoidance of doubt, End User Subscriber will not be responsible for payment for overages until an amendment or additional purchase order addressing such overages has been mutually executed between Carahsoft and End User Subscriber or, if earlier, the End User Subscriber has paid Carahsoft the invoiced overage amount; provided, however, that, if End User Subscriber fails to execute an amendment or purchase order addressing the overages, Domo may immediately suspend the End User Subscriber's access to the Domo Platform Instance and provision of the Services until a mutually agreeable amendment or new purchase order is executed by End User Subscriber. Overages will be charged at the One-Time Rate. Alternatively, a tiered rate may apply if an amendment or purchase order is executed.

Contract Rate (USD): \$1.34
One-Time Rate (USD): \$1.61
Tiered Rates (USD): 36 Months
• \$107,000: \$1.07
• \$160,500: \$1.02

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• \$321,000: \$0.96



DOMO SOFTWARE AS A SERVICE AGREEMENT

1. DEFINITIONS

1.1 "Affiliate" means, with respect to a specified entity, any other entity that, directly or indirectly, controls, is controlled by or is under common control with such entity (but only for so long as such control exists), where "control" means the ownership of more than 50% of the outstanding shares or securities representing the right to vote in the election of directors or other managing authority of such entity.

1.2 "Agreement" means this Domo Software as a Service Agreement.

1.3 "Authorized User" means your employee, your Affiliate's employee, or a Permitted Third Party's employee, for whom you create a unique login under your account. Only for End Customer Accounts, Authorized Users also include an End Customer's employees for whom a unique login is created under the applicable End Customer Account.

1.4 "Documentation" means our user documentation, in all forms, relating to the Subscription Services (e.g., user manuals, on-line help files, etc.).

1.5 "Effective Date" means the Effective Date set forth above.

1.6 "End Customer" means an entity that is your or your Affiliate's customer, vendor, or partner that has an existing contractual relationship with you or your Affiliate and is not our competitor.

1.7 "Installed Software" means software components made available by us to be installed on your or Authorized Users' computer systems or devices, including but not limited to Domo Workbench.

1.8 "Non-Domo App" means a software application developed by you or by a third party that interoperates with the Subscription Services and may be listed in the Domo Appstore.

1.9 "Permitted Third Party" means an entity under contract with you or your Affiliates that needs to access the Subscription Services to perform its obligations to you or your Affiliates and is not our competitor.

1.10 "Professional Services" means the professional services specified in a Service Order, which may include, without limitation, implementation, configuration, consulting, and training services.

1.11 "Service Order" means an ordering document entered into between you or your Affiliate and us (or our authorized reseller) specifying the services to be provided thereunder, including any exhibits, addenda and supplements thereto and any amendments and renewals thereof. By entering into a Service Order under this Agreement, your Affiliate agrees to be bound by the terms of this Agreement as if it were an original party to this Agreement.

1.12 "Services" means, collectively, the Subscription Services, Technical Support Services, Professional Services, and any other services identified in a Service Order or accessed by you through Domo's online order or registration process.

1.13 "Subscriber Data" means any data uploaded into the Subscription Services, or otherwise provided for processing by the Subscription Services, by or on behalf of you or your Affiliates in accordance with this Agreement.

1.14 "Subscription Fees" means the fees payable for the Subscription Services.

1.15 "Subscription Services" means Domo's cloud-based platform service (also referred to as the Domo Service or Domo Platform), and any other subscription services provided by us, as identified in a Service Order, as we may modify the services from time to time in our discretion. If you are accessing a Domo cloud-based service through online provisioning or an online registration or order process, then the "Subscription Services" are the Domo cloud-based services you access through such means.

1.16 "Technical Support Services" means our then-current technical support services offering, as described at <http://www.domo.com/company/support-package>. Unless otherwise specified in the applicable Service Order, our Standard support package applies to the Subscription Services.

1.17 "we" or "us" or "our" or "Domo" means Domo, Inc., a Utah corporation, or its designated Affiliate as specified in a Service Order or invoice.

1.18 "you" or "your" or "Subscriber" means the entity identified above that signs this Agreement as "Subscriber." Any of Subscriber's Affiliates may enter into a Service Order that references this Agreement directly with Domo and, for purposes of such Service Order, the Affiliate signing the Service Order will be considered "you," "your," and "Subscriber."

2. FREE TRIALS AND FREE ACCOUNT SERVICES

2.1 Free Trials. From time to time, we may offer trials of the Subscription Services for a specified period of time without payment or at a reduced rate (each, a "Free Trial"). If you register on our website or via a Service Order for a Free Trial, we will make the applicable Subscription Services available to you under the Free Trial until the earlier of: (a) the end of the Free Trial period for which you registered to use the Subscription Services; (b) the start date of a paid subscription for such Subscription Services under a Service Order; or (c) termination by us in our sole discretion. Additional Free Trial terms and conditions may appear on the Free Trial registration web page and are incorporated into this Agreement by this reference and are legally binding. We reserve the right, in our sole discretion, to determine your eligibility for a Free Trial, and to withdraw or to modify a Free Trial at any time without prior notice and with no liability, to the greatest extent permitted under applicable laws. You may use the Subscription Services provided under a Free Trial solely for the purpose of evaluating the Subscription Services to determine whether to purchase a paid subscription for such Subscription Services. You may not use the Subscription Services provided under a Free Trial for any other purpose, including for competitive analysis. ANY DATA YOU ENTER INTO THE SUBSCRIPTION SERVICES, AND ANY CONFIGURATION CHANGES MADE TO THE SUBSCRIPTION SERVICES BY OR FOR YOU, DURING A FREE TRIAL WILL BE PERMANENTLY LOST UNLESS YOU PURCHASE A

PAID SUBSCRIPTION TO THE SAME SUBSCRIPTION SERVICES PROVIDED UNDER THE FREE TRIAL, OR YOU EXPORT SUCH DATA, BEFORE THE END OF THE FREE TRIAL PERIOD.

2.2 Terms Specific to Free Account Services. We may provide certain versions of the Subscription Services to you free of charge up to certain credit limits (the "Free Account Services"). The Free Account Additional Terms at <https://www.domo.com/company/free-terms> ("Free Account Additional Terms") apply to your use of the Free Account Services and additional Free Account Services terms and conditions may appear on the Free Account Services registration web page (collectively, the "Free Account Additional Terms"). The Free Account Additional Terms are incorporated into this Agreement by this reference and are legally binding. Free Account Services are provided to Subscriber without charge up to certain credit limits as described in the Free Account Additional Terms. Usage over these limits requires Subscriber's purchase of additional credits or a paid subscription. If you register on our website or via a Service Order for Free Account Services, we will make the applicable Subscription Services available to you until the earlier of the start date of a paid subscription for such Subscription Services under a Service Order or termination by us in our sole discretion. Domo may terminate your use of Free Account Services at any time for any reason in Domo's sole discretion and without prior notice. You agree that Domo will not be liable to Subscriber for any such termination. You are solely responsible for exporting Subscriber Data from the Free Account Services prior to termination, provided, however, that, if the Free Account Services are terminated without prior notice to you, Domo will provide you a reasonable opportunity (not to exceed 30 days following termination) to export Subscriber Data. We reserve the right, in our sole discretion, to determine your eligibility for Free Account Services, and to withdraw or to modify the Free Account Services at any time without prior notice and with no liability, to the greatest extent permitted under applicable laws. ANY DATA YOU ENTER INTO THE FREE ACCOUNT SERVICES, AND ANY CONFIGURATION CHANGES MADE TO THE FREE ACCOUNT SERVICES BY OR FOR YOU WILL BE PERMANENTLY LOST UNLESS YOU PURCHASE A PAID SUBSCRIPTION TO THE SAME SUBSCRIPTION SERVICES, OR YOU EXPORT SUCH DATA BEFORE TERMINATION OF THE FREE ACCOUNT SERVICES.

2.3 No Warranty or Liability. NOTWITHSTANDING SECTION 9 (WARRANTIES AND DISCLAIMER) OF THIS AGREEMENT, FREE TRIALS AND FREE ACCOUNT SERVICES ARE PROVIDED AS-IS WITHOUT ANY WARRANTY AND DOMO WILL HAVE NO DEFENSE OR INDEMNIFICATION OBLIGATIONS UNDER SECTION 10 (DOMO INDEMNIFICATION). DOMO WILL HAVE NO LIABILITY OF ANY KIND WITH RESPECT TO FREE TRIALS OR THE FREE ACCOUNT SERVICES UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW, IN WHICH CASE, DOMO'S LIABILITY WITH RESPECT TO FREE TRIALS OR THE FREE ACCOUNT SERVICES SHALL NOT EXCEED, IN THE AGGREGATE, \$1,000.00. WITHOUT LIMITING THE FOREGOING, DOMO DOES NOT REPRESENT OR WARRANT TO SUBSCRIBER THAT SUBSCRIBER'S USE OF A FREE TRIAL OR THE FREE ACCOUNT SERVICES WILL MEET SUBSCRIBER'S REQUIREMENTS OR SUBSCRIBER'S USE OF A FREE TRIAL OR THE FREE ACCOUNT SERVICES WILL BE SECURE, UNINTERRUPTED, OR ERROR FREE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN SECTION 12 (LIMITATIONS OF LIABILITY), SUBSCRIBER WILL BE FULLY LIABLE UNDER THIS AGREEMENT TO DOMO AND ITS AFFILIATES FOR ANY DAMAGES ARISING OUT OF SUBSCRIBER'S USE OF A FREE TRIAL OR THE FREE ACCOUNT SERVICES, ANY BREACH BY SUBSCRIBER OF THIS AGREEMENT, AND ANY OF SUBSCRIBER'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT. In the event of a conflict between this Section 2 and any other portion of this Agreement, the terms of this Section 2 will govern and control.

3. USE OF THE SUBSCRIPTION SERVICES

3.1 Permitted Use. Subject to the terms and conditions of this Agreement and the applicable Service Order, we grant to you a limited, worldwide, non-exclusive, non-transferable (except as expressly permitted in this Agreement) right during the term of the applicable Service Order to: (a) use the Subscription Services solely for your and your Affiliates' internal business operations (or, with respect to Domo Everywhere, solely for End Customers' internal business purposes in connection with the standard business conducted between you and the End Customer); (b) install the Installed Software on your or your Affiliates' computer system or other devices for use solely to facilitate your authorized use of the Subscription Services; and (c) use internally, and reproduce without modification, a reasonable number of copies of the Documentation solely in connection with your authorized use of the Subscription Services. Your rights to use the Subscription Services and Installed Software are subject to any scope and usage limitations set forth in the applicable Service Order, which may include, without limitation, limits on the number of users, data storage rows, and/or connectors (collectively, the "Scope Limitations"), and your compliance with all terms of this Agreement and the applicable Service Order. You agree to use the Subscription Services within, and are solely responsible for ensuring that you do not exceed, the Scope Limitations. If you exceed any of the Scope Limitations set forth in a Service Order, we may invoice you and you agree to pay for the excess usage at Domo's then-current rates.

3.2 Use Restrictions. Except as may be expressly permitted by applicable law, you will not, and will not permit your Affiliates or any third parties to: (a) sell, rent, lease, or, except as expressly permitted in this Agreement or an applicable Service Order, license, sublicense, distribute, or otherwise permit third parties to access or use the Subscription Services, Installed Software, or Documentation; (b) except as expressly permitted in this Agreement or an applicable Service Order, use the Subscription Services to provide services to third parties as a service bureau or for time sharing or service provider purposes; (c) circumvent or disable any security or other technological features or measures of the Subscription Services or Installed Software, or attempt to probe, scan or test the vulnerability of a network or system, breach security or authentication measures, or gain unauthorized access to any service, system or network; (d) upload or provide for processing, or use the Subscription Services to store, display or transmit, any information or material that is illegal, defamatory, offensive, abusive, obscene, or tortious, or that violates privacy or intellectual property rights; (e) use the Subscription Services to harm, threaten, or harass another person or organization or in any way that violates applicable laws or regulations; (f) use the Subscription Services to create, send, store, run, or distribute any viruses, worms, Trojan horses, or other disabling code, malware component, or code or program harmful to a network or system; (g) copy, reproduce, modify, translate, enhance, decompile, disassemble, reverse engineer, or create derivative works of the Subscription Services or any feature or function thereof, or any Installed Software; (h) access the Subscription Services or Installed Software for the purpose of monitoring availability, performance or functionality or for any benchmarking or other competitive purpose; (i) alter nor remove any trademark, copyright notice, or other proprietary rights notice that may appear in any part of the Subscription Services, Installed Software, or Documentation (and you will include all such notices on any copies, including any reports printed via the use of the Subscription Services); or (j) use the Subscription Services in excess of the Scope Limitations. You are solely responsible for your conduct (including by and between all users) and all communications with others while using the Subscription Services.

3.3 Authorized Users Only. This Agreement restricts the use of the Subscription Services and Installed Software to Authorized Users, up to the number of users specified in the applicable Service Order. An Authorized User license or account must not be shared among users. You may allow your Affiliates and Permitted Third Parties to access and use the Subscription Services as Authorized Users in accordance with, and subject to the terms and conditions of, this Agreement and the applicable Service Order; provided, however, that Authorized Users who are employees of Permitted Third Parties may access and use the Subscription Services solely

to perform the Permitted Third Party's contractual obligations to you. As part of the registration process, you may be asked to identify your company and Authorized Users who should be associated with your account. You will not misrepresent the identity or nature of the company or Authorized Users who should be associated with your account. You are responsible for maintaining the confidentiality of your logins and account and for all activities that occur under your logins and account, including the activities of Authorized Users.

3.4 Protection Against Unauthorized Use. You will, and will ensure that your Affiliates, Permitted Third Parties, and End Customers, use reasonable efforts to prevent any unauthorized use of the Subscription Services, Installed Software, or Documentation, and you will promptly notify us in writing of any unauthorized use that comes to your attention. If there is unauthorized use by anyone who obtained access to the Subscription Services, Installed Software, or Documentation directly or indirectly through you, your Affiliate, or a Permitted Third Party or End Customer, you will take all steps reasonably necessary to terminate the unauthorized use. You will cooperate and assist with any actions taken by us to prevent or terminate unauthorized use of the Subscription Services, Installed Software, or Documentation. We may remotely monitor your use of the Subscription Services to verify that your use complies with the Scope Limitations and other terms of this Agreement and any Service Orders. You will ensure that your Affiliates, Permitted Third Parties, and End Customers comply with the terms of this Agreement and all Service Orders, and you will be directly and fully responsible to us for their conduct and any breach of this Agreement or any Service Order by them.

3.5 Domo Everywhere Subscription Services. If the Subscription Services under a Service Order include a subscription to a Domo Everywhere service, the terms of this Section 3.5 apply. If your Domo Everywhere subscription includes Domo Everywhere end customer accounts ("End Customer Accounts"), you may permit End Customers to access and use the End Customer Accounts specified in the applicable Service Order solely for their internal business purposes in connection with the standard business conducted between you and the End Customer and subject to any additional terms and limitations set forth in the applicable Service Order. For clarity, End Customer access to the Domo Platform is permitted only as to End Customer Accounts. For Domo Everywhere services that do not include End Customer Accounts, you may provide End Customers with external view-only access to cards and dashboards that you make available to End Customers. Unless otherwise specified in the applicable Service Order, End Customer Accounts and other Domo Everywhere services may not be used for Subscriber's own internal business purposes.

3.6 Beta Versions. From time to time, we may make available for you to try, at your sole discretion, certain functionality, features, software, or services related to the Subscription Services which are clearly designated as beta, pilot, limited release, non-production, or by a similar description (each, a "Beta Version"). Beta Versions are intended for evaluation purposes only and are not for production use, are not supported, and may be subject to additional terms and limitations. We may discontinue Beta Versions at any time in our sole discretion and may choose to never make them generally available. Notwithstanding Section 9 (Warranties and Disclaimer) of this Agreement, Beta Versions are provided "AS-IS" without any warranty. We will have no defense or indemnification obligations under Section 10 (Domo Indemnification) with respect to Beta Versions and no liability for any harm or damage arising out of or in connection with Beta Versions.

3.7 Reservation of Rights. Domo and its licensors retain exclusive ownership of all right, title, and interest, including all intellectual property rights, in, to and under the Subscription Services, Installed Software, and Documentation, all apps, cards and other add-ons to the Subscription Services, and any deliverables created by us as part of the Services, together with all modifications, updates, customizations, enhancements, improvements, and derivative works of any of the foregoing (collectively, "Domo Technology"). Your rights to use the Subscription Services and other Domo Technology are limited to those expressly set forth in this Agreement and the applicable Service Order and no other rights (express, implied, by estoppel, through exhaustion, or otherwise) are granted to you. We reserve all other rights in and to Domo Technology. Any Subscription Services or other Domo Technology delivered to you or to which you may have access will not be deemed to have been sold, even if, for convenience, we make reference to words such as "sale" or "purchase" in a Service Order or other documents.

3.8 Service Availability. We perform and maintain regular database backups according to our retention policy appropriate for the particular system. We incorporate database and system maintenance operations and processes designed to address data consistency, indexing, and integrity requirements and that also help improve query performance. We have implemented and will maintain commercially reasonable measures intended to avoid unplanned interruptions to the Subscription Services. We will use commercially reasonable efforts to notify you in advance of planned interruptions to the Subscription Services. In the event of an unplanned interruption, you may contact us for Technical Support Services. The Subscription Services depend on the availability of Subscriber Data from you and third-party data providers. You are responsible for making the Subscriber Data available as is necessary for us to provide the Subscription Services. We reserve the right, upon reasonable notice, to change the way you access the Subscription Services or to deactivate, change, or require you to change user IDs, the domain name associated with your account, and any custom or vanity URLs, links or domains you may obtain through the Subscription Services.

4. PROFESSIONAL AND TECHNICAL SUPPORT SERVICES

4.1 Professional Services. You may contract with us to perform Professional Services. The specific details of the Professional Services to be performed will be determined on a per-project basis, and the Professional Services for each project will be described in a Service Order. Domo grants you a license to use any Domo Technology delivered as part of the Professional Services under the same terms of your license to use the Subscription Services. You are responsible for any actual travel expenses we incur in providing Professional Services. Unless otherwise specified in the applicable Service Order, any unused portion of Professional Services hours/days will expire, and may not be carried over after, 12 months from the Service Order effective date.

4.2 Changes to Professional Services. You may request in writing that reasonable revisions be made with respect to the Professional Services set forth in a Service Order. If your requested revisions materially increase the scope of the Professional Services or the effort required to perform the Professional Services under the Service Order, then we will deliver to you a written proposal reflecting our reasonable determination of the revised Professional Services, delivery schedule, and payment schedule, if any, that applies to the requested revisions. If you approve the proposal, then the parties will execute an amendment to the Service Order. Otherwise, the then-existing Service Order will remain in full force and effect, and we will have no obligation with respect to the relevant change request.

4.3 Technical Support Services. We will provide you with the applicable Technical Support Services for the version of the Subscription Service to which you are subscribed.

4.4 Your Responsibilities. You will provide us with assistance, cooperation, information, equipment, data, a suitable work environment, and resources reasonably necessary to enable us to perform the Professional Services and Technical Support Services.

You acknowledge that our ability to provide Professional Services and Technical Support Services may be affected if you do not meet your responsibilities as set forth in this Agreement or the applicable Service Order. Our obligation to perform Professional Services and Technical Support Services is subject to your payment of the applicable fees.

4.5 Feedback. You, your Affiliates, Permitted Third Parties, and End Customers may, on an entirely voluntary basis, submit feedback, user community contributions and comments, technical support information, suggestions, enhancement requests, recommendations, and messages relating to the operations, functionality, or features of the Subscription Services or other Domo products or services (collectively, "Feedback"). You grant us a royalty-free, fully paid, non-exclusive, perpetual, irrevocable, worldwide, transferable license to display, use, incorporate into Domo's products and services, copy, modify, publish, perform, translate, create derivative works from, sublicense, distribute, and otherwise exploit Feedback without restriction. Feedback is not Subscriber Confidential Information.

5. FEES AND PAYMENT

5.1 Fees and Payment Terms. You agree to pay all fees set out in a Service Order and any other amounts payable under this Agreement. Except as otherwise expressly provided in this Agreement or the applicable Service Order, upon both parties' execution of a Service Order, the Service Order is non-cancellable and the fees are non-refundable and based on Services purchased, not actual usage. The initial term specified in a Service Order is a non-divisible, continuous commitment, regardless of the invoice schedule, and pricing is based on purchase of the Services in the specified quantity and configuration for the entire initial term (or applicable renewal term). Unless otherwise specified in the applicable Service Order (a) Subscription Fees and fees for any Professional Services, Technical Support Services, and other Services are due annually in advance; (b) all invoiced amounts are due in full within 30 days from the invoice date (regardless of the date of approval of any purchase order); and (c) Subscription Fees for each renewal term will be invoiced and payable at Domo's rates in effect at the time of renewal. Notwithstanding anything to the contrary, any renewal of Subscription Services at a lower volume or for a changed configuration will result in re-pricing at renewal without regard to the prior term's per-unit pricing. Any purchase order you submit is for your own internal purposes and any purchase order terms that add to or in any way conflict with the terms of this Agreement or the applicable Service Order are rejected and will have no effect. At your request, we will reference the purchase order number on our invoices (solely for your administrative convenience), so long as you provide us with the purchase order number at least 15 days before the invoice date. The charges in an invoice will be considered accepted by you unless we are notified of a good faith dispute in writing within 15 days of the date of the invoice. Unless expressly provided otherwise in the applicable Service Order, all amounts payable under this Agreement are denominated and must be paid in United States dollars. You must provide accurate and complete billing information and keep all such information current.

5.2 Credit Card Payments. If you use a credit card to set up an account or pay for any of the Services, you must be authorized to use the credit card information that you enter when you create the billing account. You authorize us to charge your credit card for the Services for the initial term and any renewal terms of a Service Order as provided in Section 5.1, plus a reasonable processing fee. We may charge your credit card (a) in advance; (b) at the time of purchase; (c) shortly after purchase; and/or (d) on a recurring basis for a subscription to the Subscription Services. If you set up a Free Trial or pay for credits in connection with the Free Account Services using a credit card, you agree that we may automatically charge your credit card the applicable Subscription Fees plus a reasonable processing fee unless you cancel or Domo terminates your subscription.

5.3 Intentionally Omitted.

5.4 Taxes. The fees stated in a Service Order do not include local, state, federal, or foreign taxes (e.g., value-added, sales, or use taxes), or fees, duties, or other governmental charges resulting from this Agreement or any Service Order ("Taxes"). You are responsible for paying all applicable Taxes, excluding taxes on Domo's net income or property. If we determine that we have the legal obligation to pay or collect such Taxes, we will add such Taxes to the applicable invoice and you will pay such Taxes, unless you provide us with a valid tax exemption certificate from the appropriate taxing authority. If a taxing authority subsequently pursues us for unpaid Taxes for which you are responsible under this Agreement and which you did not pay to us, we may invoice you and you will pay such Taxes to us or directly to the taxing authority, plus all applicable interest, penalties and fees.

5.5 Future Functionality. Your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by us regarding future functionality or features.

6. TERM AND TERMINATION

6.1 Term. This Agreement shall commence on the Effective Date. Additionally, as required by O.C.G.A. § 20-2-506, this Agreement shall terminate absolutely and without further obligation on the part of the Subscriber at the end of one year from the date of first we provide you Subscription Services and the close of each succeeding one-year period for which it Subscription Services is renewed. The Subscription Services may only be renewed by mutual consent of the parties and as applicable any reseller.

6.2 Termination. Either party may terminate this Agreement upon 30 days' written notice if at the time of notice there are no Service Orders then in effect. Either party may terminate this Agreement or an applicable Service Order for cause immediately upon written notice to the other party if the other party materially breaches its obligations under this Agreement or the applicable Service Order and, after receiving written notice from the non-breaching party identifying such material breach in reasonable detail and expressing the non-breaching party's intent to terminate, fails to cure such breach within 30 days of the date of such notice. Termination of this Agreement for cause will terminate all Service Orders then in effect. If you fail to timely pay any Subscription Fees or other fees owing under this Agreement or a Service Order, we may, without limitation to any of our other rights or remedies, suspend performance of the Services until we receive all amounts due, or terminate this Agreement or the applicable Service Order pursuant to this Section 6.2. We may terminate your license to use Free Account Services, Free Trials or Beta Versions at any time in our sole discretion.

6.3 Effect of Termination. If this Agreement or an applicable Service Order is terminated for any reason: (a) we have no obligation to provide or perform any Services after the effective date of the termination; (b) you will immediately pay to us any Subscription Fees, fees for Professional Services, and other amounts that have accrued prior to the effective date of the termination; (c) any and all liabilities accrued prior to the effective date of termination will survive; (d) if requested by us, you will provide us with a written certification signed by your authorized representative certifying that all use of the Subscription Services and Documentation by you, your Affiliates, Permitted Third Parties, and End Customers has been discontinued and the Installed Software has been de-installed from your and your Affiliates' computer systems; and (e) Sections 2, 3.7, 4.5, 5, 6.3, 7, 8.2, 8.3, 8.5, 8.6, 9.3, 11, 12, 13 and 14 will survive termination. If this Agreement or a Service Order is terminated by us for your uncured material breach, or by you

other than as a result of Domo's material uncured breach, you will pay us the amounts due under all terminated Service Orders for the remainder of the relevant term. If you terminate this Agreement or a Service Order for Domo's uncured material breach, as your exclusive remedy, we will provide you a pro-rata refund of all prepaid, unused Subscription Fees for the remainder of the relevant term. If requested by you in writing prior to the effective date of termination of this Agreement or an applicable Service Order, we will make the relevant instance of the Domo Platform accessible to you at no additional charge for a period of 30 days after the effective date of termination for the sole limited purpose of downloading or exporting Subscriber Data. We have no obligation to retain Subscriber Data after such 30-day period and we may, unless legally prohibited, thereafter delete all Subscriber Data in our possession or control. Subscriber's obligation to pay for future Services is contingent upon funds for that purpose being appropriated by an authority not controlled by the Subscriber and in accordance with applicable law. Subscriber represents and warrants that funds have been appropriated for the current one-year period to cover the costs of the Services set forth in this Agreement through the end of the first one-year period. If funds are not appropriated in the future in accordance with law, then Subscriber's may immediately terminate a portion or all of the Services.

7. CONFIDENTIAL INFORMATION

7.1 Definition. "Confidential Information" means any non-public business information, know-how, trade secrets, and other information, in any form, that is designated as confidential or that a reasonable person should understand to be confidential due to the nature of the information or the circumstances of disclosure, and is disclosed by or on behalf of either party or its Affiliates (the "disclosing party") to the other party or its Affiliates (the "receiving party"), directly or indirectly, in writing, orally, or by inspection of tangible objects, whether before or after the Effective Date. Confidential Information includes, without limitation, Subscriber Data (which is your Confidential Information), and information regarding the Subscription Services, Domo Technology, Beta Versions, our systems and networks, product plans, security information and assessments, audit reports, pricing information, and the terms of this Agreement and any Service Order (all of which is our Confidential Information). Notwithstanding anything to the contrary, "Confidential Information" excludes information that: (a) is or becomes generally publicly available through no action or inaction of the receiving party; (b) is already in the possession of the receiving party on a non-confidential basis at the time of disclosure by the disclosing party, as shown by the receiving party's written records or other competent evidence in the receiving party's possession; (c) is obtained by the receiving party on a non-confidential basis from a third party without, to the receiving party's knowledge, a breach of the third party's obligations of confidentiality; or (d) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by written records or other competent evidence in the receiving party's possession.

7.2 Maintenance of Confidentiality. The receiving party agrees to hold in confidence and not disclose to any third party, except as expressly permitted under this Agreement, Confidential Information of the disclosing party, and to take reasonable steps, substantially equivalent to the steps it takes to protect its own confidential information of like nature, but no less than reasonable steps, to prevent the unauthorized use or disclosure of the disclosing party's Confidential Information. The receiving party may disclose the disclosing party's Confidential Information to the receiving party's and its Affiliates' employees or agents who reasonably need to have access to such information to perform the receiving party's obligations under this Agreement or any Service Order and are bound by obligations of confidentiality and nonuse at least as restrictive as the terms of this Agreement. In addition, you may disclose our Confidential Information to Permitted Third Parties to the extent required for the Permitted Third Parties to be able to access and use the Subscription Services pursuant to this Agreement, and we may disclose your Confidential Information to our subcontractors in connection with performance of the Services; provided, however, that such Permitted Third Parties and subcontractors must be bound by obligations of confidentiality and nonuse at least as restrictive as the terms of this Agreement. The receiving party may disclose the disclosing party's Confidential Information to the extent required by law so long as the receiving party: (a) gives the disclosing party written notice of the requirement prior to the disclosure (where permitted) and reasonable assistance, at the disclosing party's expense, in limiting disclosure or obtaining an order protecting the Confidential Information from public disclosure; and (b) in the event Confidential Information is nevertheless required to be disclosed, discloses only such portion of Confidential Information as is advised by its counsel to be legally required, and takes reasonable steps to obtain confidential treatment of the Confidential Information so disclosed.

7.3 Return of Confidential Information. Upon written request of the disclosing party, the receiving party will promptly return to the disclosing party or destroy all materials, in any medium, to the extent containing or reflecting any of the disclosing party's Confidential Information. The obligations in this Section 7 survive for three years following expiration or termination of this Agreement, except that Confidential Information that is non-public personally identifiable information or that constitutes a trade secret or proprietary technology of the disclosing party will continue to be subject to the confidentiality obligations of this Section 7 for as long as such information remains Confidential Information or a trade secret.

8. DATA SECURITY

8.1 Data Security. We implement and maintain reasonable administrative, physical, and technical safeguards intended to protect against the unauthorized access, use, disclosure, alteration, or destruction (other than by you or Authorized Users) of Subscriber Data. These measures include, where applicable and enforceable, availability of encryption of Subscriber Data in transit across external untrusted networks, and encryption of authentication credentials at rest, utilizing industry standard cryptography and key management practices. We will promptly notify you following our discovery of any unauthorized access to, or use, disclosure, alteration or destruction of, Subscriber Data (a "Security Breach"). In the event of a Security Breach caused by our breach, we will cooperate with you in good faith to investigate the cause of the Security Breach, to take reasonable steps to prevent any future recurrence, and to enable you to comply with applicable data breach notification laws.

8.2 Data Transmission. You acknowledge that use of the Subscription Services involves transmission of Subscriber Data and other communications over the internet and other networks, and that such transmissions could potentially be accessed by unauthorized parties. You must protect your Authorized User logins from access or use by unauthorized parties, and you are solely responsible for any failure to do so. You must promptly notify us of any suspected security breach at security@domo.com. You are fully responsible, and Domo has no liability, for any viruses, worms, Trojan horses, or other disabling code, malware component, or code or program harmful to a network or system contained in or originating from Subscriber Data.

8.3 Subscriber Data. Subscriber Data is your property and, as between you and us, you retain exclusive ownership of all right, title and interest in Subscriber Data. You grant us a non-exclusive, worldwide, royalty-free license to access, use, copy, transmit, sublicense, store, aggregate, publish, distribute, analyze, process and display Subscriber Data as required to provide or perform the

Services and for account management and other purposes compatible with providing the Services. You are responsible for the content, accuracy, availability, appropriateness, and legality of Subscriber Data and for your use of Subscriber Data with the Services.

8.4 Data Protection Agreements. To the extent Subscriber Data includes personal data or personal information as such terms are defined under applicable privacy or data protection laws (“Personal Data”), the terms of Domo’s U.S. state data processing addendum at <https://www.domo.com/company/usdpa> (the “US State DPA”) and/or Domo’s E.U., U.K. and Switzerland data processing addendum at www.domo.com/company/dpa (“GDPR DPA”), together with the Standard Contractual Clauses and Appendices, as applicable, form a part of and are hereby incorporated into this Agreement by this reference. In the event we transfer Subscriber Personal Data from the European Economic Area (EEA), the United Kingdom and/or Switzerland, the Standard Contractual Clauses or another adequate means of protection will apply, as further set forth in the GDPR DPA. For the purposes of the Standard Contractual Clauses, Subscriber and its applicable Affiliates are each the data exporter, and your acceptance of this Agreement, and your Affiliate’s execution of a Service Order, will be treated as your or your applicable Affiliate’s execution of the Standard Contractual Clauses and Appendices. The US State DPA and GDPR DPA are referred to collectively as the “DPA.” Subscriber Data does not include Personal Data independently collected by Domo as a controller as described in Domo’s Privacy Notice (available at <https://www.domo.com/company/privacy-policy>), including, but not limited to, Personal Data provided by Subscriber to register a user account to use the Subscription Services.

8.5 Subscriber Personal Data & Sensitive Personal Data. You have control over the type and content of Subscriber Data; provided, however, that it must be specified within the applicable Service Order or you must otherwise obtain Domo’s advance written approval if you intend to upload any Sensitive Personal Data to, or otherwise provide any Sensitive Personal Data for processing by, the Subscription Services. You acknowledge and agree that, notwithstanding anything to the contrary, Domo will have no liability with respect to Sensitive Personal Data unless the Service Order specifies that Sensitive Personal Data will be uploaded or you otherwise obtain such approval. You also acknowledge and agree that Domo is not compliant with the Payment Card Industry Data Security Standards (PCI DSS) and, as such, in no case will you upload financial account or payment card information. “Sensitive Personal Data” means an individual’s (a) financial account or payment card information; (b) patient, medical or other protected health information; (c) personal information of children protected under child protection laws; (d) social security, national identity, or similar personal identifiers; (e) “special categories of personal data” as defined under the General Data Protection Regulation, Regulation (EU) 2016/679 (GDPR); and (f) any other sensitive personal data as such term (or a similar term) is defined under applicable privacy or data protection laws. You represent and warrant that you will comply with all applicable laws, regulations, self-regulatory guidelines, and your privacy policy with respect to your use of the Subscription Services and your collection, transfer, use, distribution, and display of any personal data or personal information in connection with the Subscription Services, including proper disclosure to and receipt of all required consents from each individual to transfer such personal information to us and to allow us to use, disclose and otherwise process such information for the purpose of providing the Services, which may include transferring or disclosing such information outside the individual’s jurisdiction (including to the U.S.).

8.6 Analytics Data. You acknowledge and agree that Domo may collect, use, transmit, aggregate, distribute, publish and display statistical information and other information derived from your use of the Subscription Services (“Analytics Data”) for purposes of improving or demonstrating the effectiveness of our products and services, analyzing trends, and other lawful business purposes. Domo will not publicly publish, distribute or display Analytics Data in any manner that will reveal the identity, whether directly or indirectly, of Subscriber or any individual. Analytics Data is not Subscriber Data and is owned by Domo.

9. WARRANTIES AND DISCLAIMER

9.1 Mutual Warranties. Each party represents and warrants to the other that: (a) this Agreement and each Service Order constitutes a valid and binding agreement enforceable against it in accordance with its terms; and (b) no authorization or approval from any third party is required in connection with such party’s execution and delivery of any Service Order or performance of this Agreement.

9.2 Our Warranty. We warrant that the Subscription Services as delivered to you by us will materially conform to the specifications set forth in the applicable Service Order during the term of the applicable Service Order. You must notify us of a claim under this warranty within 30 days of the date on which you first become aware of the condition giving rise to the claim. We further warrant that we will perform Professional Services in a professional and workmanlike manner in accordance with the specifications set forth in the applicable Service Order. To the extent permitted by law, your sole and exclusive remedy arising out of or in connection with a breach of warranty is limited to correction of the non-conforming Subscription Services or re-performance of the Professional Services, as applicable, or if correction or re-performance is not commercially reasonable, termination of the applicable Service Order and a refund of any prepaid unused fees for the applicable Subscription Services or Professional Services.

9.3 Disclaimer. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. WE DO NOT WARRANT AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE SUBSCRIPTION SERVICES OR INSTALLED SOFTWARE OR THAT THE SUBSCRIPTION SERVICES, INSTALLED SOFTWARE, OR DOCUMENTATION ARE ERROR-FREE OR THAT OPERATION OR USE OF THE SUBSCRIPTION SERVICES OR INSTALLED SOFTWARE WILL BE SECURE OR UNINTERRUPTED. WE EXERCISE NO CONTROL OVER AND EXPRESSLY DISCLAIM ANY LIABILITY ARISING OUT OF OR BASED UPON THE RESULTS OF USE OF THE SUBSCRIPTION SERVICES OR INSTALLED SOFTWARE.

9.4 High-Risk Activities. THE SUBSCRIPTION SERVICES ARE NOT DESIGNED OR LICENSED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAILSAFE CONTROLS, INCLUDING WITHOUT LIMITATION OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATIONS SYSTEMS, AIR TRAFFIC CONTROL, OR LIFE SUPPORT OR WEAPONS SYSTEMS, IN WHICH THE FAILURE OF THE SUBSCRIPTION SERVICES OR INSTALLED SOFTWARE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE. WE SPECIFICALLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR SUCH HIGH-RISK ACTIVITIES.

10. DOMO INDEMNIFICATION

10.1 Defense and Indemnity. We will, at our expense, either defend you from or settle any claim, proceeding, or suit brought by a third party (“Claim”) against you alleging that your use of the Subscription Services or Installed Software infringes or misappropriates any patent, copyright, trade secret, trademark, or other intellectual property right of such third party. We will

indemnify you and your Affiliates from and pay: (a) all damages, costs, and attorneys' fees finally awarded against you and your Affiliates in any such Claim; (b) all out-of-pocket costs, including reasonable attorneys' fees, reasonably incurred by you in connection with the defense of any such Claim (other than attorneys' fees and costs incurred without our consent after we have accepted defense of the Claim and expenses incurred pursuant to the last sentence of this Section 10.1); and (c) all amounts that we agree to pay to any third party to settle any such Claim. You must: (i) give us prompt written notice of the Claim; (ii) grant us full and complete control over the defense and settlement of the Claim; and (iii) provide assistance in connection with the defense and settlement of the Claim as we may reasonably request. You will not defend or settle any Claim under this Section 10.1 without our prior written consent. You may participate in the defense of the Claim at your own expense and with counsel of your own choosing on a monitoring and non-controlling basis.

10.2 Exclusions. We have no obligation under Section 10.1 for any infringement or misappropriation to the extent that it arises out of or is based upon: (a) use of the Subscription Services or Installed Software in combination with products or services not provided by us; (b) any aspect of the Subscription Services or Installed Software configured specifically for you to comply with your designs, requirements, or specifications; (c) use of the Subscription Services or Installed Software by you, your Affiliate, or any Permitted Third Party or End Customer outside the scope of the rights granted in, or otherwise in violation of, this Agreement, any Service Order, the Documentation, or applicable law; (d) Subscriber Data or any materials, software, or information provided by you or by a third party; or (e) any modification of the Subscription Services or Installed Software not made by us or our subcontractors.

10.3 Infringement Remedies. In the event of any Claim under Section 10.1, we may, at our sole option and expense: (a) procure for you a license to continue using the Subscription Services or Installed Software; (b) replace or modify the allegedly infringing technology to avoid the infringement; or (c) if the foregoing are not commercially reasonable in our sole judgment, then terminate your access to and right to use the Subscription Services and license to the Installed Software and refund any prepaid, unused Subscription Fees as of the date of termination. Section 10 states our sole and exclusive liability, and your sole and exclusive remedy, for the actual or alleged infringement or misappropriation of any third-party intellectual property right by the Subscription Services or Installed Software.

11. SUBSCRIBER INDEMNIFICATION

To the extent permitted by law, you will, at your expense, defend us and our Affiliates from or settle any actual or threatened Claim arising out of or based upon: (a) use of the Subscription Services by you, your Affiliates, or Permitted Third Parties or End Customers in violation of the use restrictions provided under Section 3.2 of this Agreement; (b) an allegation that Subscriber Data or other materials, software, or information provided by you or on your behalf, or your collection, use, distribution, transfer or display thereof, infringes, misappropriates, or otherwise violates the rights of any person or third party or applicable law; or (c) any actual or threatened Claim brought by a Permitted Third Party or End Customer arising out of or based upon your acts or omissions. You will indemnify us and our Affiliates from and pay: (i) all damages, costs, and attorneys' fees finally awarded against us in any such Claim; (ii) all out-of-pocket costs, including reasonable attorneys' fees reasonably incurred by us in connection with the defense of any such Claim (other than attorneys' fees and costs incurred without your consent after you have accepted defense of the Claim and expenses incurred pursuant to the last sentence of this Section 11); and (iii) all amounts that you agree to pay to any third party to settle any such Claim. We will give you prompt written notice of the Claim and provide assistance in connection with the defense and settlement of the Claim as you may reasonably request. You may not settle any Claim against Domo unless you unconditionally release Domo from all liability. We may participate in the defense of any Claim at our own expense and with counsel of our own choosing.

12. LIMITATIONS OF LIABILITY

12.1 Disclaimer of Indirect Damages. TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR LOST PROFITS, LOSS OF BUSINESS, OR COSTS ASSOCIATED WITH PROCURING SUBSTITUTE OR REPLACEMENT SERVICES, ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE SERVICES, ANY SERVICE ORDER, OR ANY OTHER AGREEMENT ENTERED INTO BETWEEN THE PARTIES OR THEIR AFFILIATES RELATED TO THIS AGREEMENT OR THE SERVICES (INCLUDING BUT NOT LIMITED TO THE DPA AND STANDARD CONTRACTUAL CLAUSES), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER IN AN ACTION BASED ON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), OR OTHERWISE, EVEN IF THE PARTY IS APPRISED IN ADVANCE OF THE LIKELIHOOD OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE REASONABLY BEEN FORESEEN.

12.2 Cap on Liability. TO THE EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE SERVICES, ANY SERVICE ORDER, OR ANY OTHER AGREEMENT ENTERED INTO BETWEEN THE PARTIES OR THEIR AFFILIATES RELATED TO THIS AGREEMENT OR THE SERVICES (INCLUDING BUT NOT LIMITED TO THE DPA AND STANDARD CONTRACTUAL CLAUSES), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER IN AN ACTION BASED ON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), OR OTHERWISE, EXCEED, IN THE AGGREGATE, THE TOTAL FEES PAID BY YOU UNDER THE SERVICE ORDER FOR THE SERVICES GIVING RISE TO THE LIABILITY DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM. HOWEVER, THE FOREGOING CAP ON LIABILITY AND THE LIMITATIONS UNDER SECTION 12.1 WILL NOT APPLY TO YOUR OBLIGATION TO PAY ANY FEES UNDER THIS AGREEMENT OR A SERVICE ORDER, YOUR LIABILITY FOR VIOLATION OF THE USE RESTRICTIONS PROVIDED UNDER SECTION 3.2 OF THIS AGREEMENT, OR YOUR INFRINGEMENT OR MISAPPROPRIATION OF OUR INTELLECTUAL PROPERTY RIGHTS.

12.3 Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY US TO YOU AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION 12 WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT.

13. NON-DOMO PRODUCTS & SERVICES

Non-Domo Apps, connectors, and any other third-party products or services made available to you in connection with the Subscription Services (collectively, "Non-Domo Products/Services") are provided pursuant to, and any use by you of Non-Domo Products/Services is governed exclusively by, the terms of the applicable third-party agreement. Notwithstanding anything to the contrary in this Agreement, and regardless of whether the Non-Domo Product/Service is designated as certified by Domo, Non-Domo

Products/Services are provided "AS-IS" without any warranty, and Domo specifically disclaims any obligation or liability with respect to Non-Domo Products/Services, including but not limited to any obligation to defend or indemnify under Section 10 (Domo Indemnification) and any liability for unauthorized disclosure, use, alteration, or destruction of Subscriber Data resulting from processing by Non-Domo Products/Services or their third-party providers. Domo does not guarantee the continued availability of any Non-Domo Product/Service or of any feature of the Subscription Services designed to interoperate with a Non-Domo Product/Service and may cease providing a Non-Domo Product/Service at any time.

14. MISCELLANEOUS

14.1 Export Compliance. The Subscription Services, Installed Software, and other Domo Technology may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any government denied-party list. You further represent that you are not located, and will not access or use, or permit any Authorized User to access or use, any Domo technology in any U.S.-embargoed country or region (including but not limited to Cuba, Iran, North Korea, Sudan, Syria or Crimea), or access or use any Domo Technology in violation of any applicable U.S., local or foreign export laws or regulations.

14.2 Insurance. Each party, at its sole cost and expense, will maintain during the term of this Agreement insurance in the type and amount required by law and consistent with standard industry practices based on its business and the scope of this Agreement. Upon written request of a party, the other party will provide a certificate of insurance evidencing its insurance coverage.

14.3 Access by Competitors. You may not access the Subscription Services if you are our direct competitor, except with our prior written consent.

14.4 Patent Marking. The Subscription Services are protected by one or more claims of patents in the U.S. and elsewhere. Please see the following link for details on these patents: <https://www.domo.com/company/patents>.

14.5 U.S. Government Use. If the Subscription Services are licensed under a U.S. government contract, you acknowledge that the Subscription Services are a "commercial item" as defined in 48 CFR 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are defined in FAR Section 2.101 and Section 252.227-7014 of the Defense Federal Acquisition Regulation Supplement (48 CFR 252.227-7014) and used in 48 CFR 12.212 or 48 CFR 227.7202-1, as applicable. You also acknowledge that the Subscription Services are "commercial computer software" as defined in 48 CFR 252.227-7014(a)(1). United States government agencies and entities and others acquiring under a U.S. government contract will have only those rights, and will be subject to all restrictions, set forth in this Agreement and any applicable Service Order.

14.6 Anti-Corruption. You represent that you have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If you learn of any violation of the above restriction, you must promptly notify our Legal Department at legal@domo.com.

14.7 Relationship. We will be and act as an independent contractor (and not as the agent or representative of you) in the performance of this Agreement and any Service Order.

14.8 Publicity. We may use your name, trademarks, and service marks to the extent necessary to fulfill our obligations under this Agreement and any Service Order or as otherwise expressly authorized in this Agreement or a Service Order. We reserve the right to use your name and trademark as a reference for marketing and promotional purposes on our website and in other communications with our existing and prospective customers. If you do not want to be listed as a reference for the Subscription Services, you may send an email to legal@domo.com stating that you do not wish to be identified as a reference.

14.9 Assignment and Delegation. You may not assign any of your rights or delegate any of your obligations under this Agreement or any Service Order (in whole or in part) without our prior written consent, except that you may assign this Agreement to a successor pursuant to a change of control or merger or by operation of law. You must provide us written notice of such an assignment promptly after the closing of the assignment transaction. We will not assign this Agreement or any Service Order without your prior written consent except to our Affiliate or in connection with a change of control, merger, or asset sale, or by operation of law. Any purported assignment or delegation in violation of this Section will be null and void. Subject to this Section, this Agreement will be binding upon and inure to the benefit of each party's respective permitted successors and assigns.

14.10 Subcontractors. We may use subcontractors or other third parties in carrying out our obligations under this Agreement and any Service Order. We remain responsible to you for the performance of the Services that are subcontracted under this Agreement.

14.11 Notices. Any notice or consent required or permitted to be given in accordance with this Agreement will be effective if it is in writing and sent by certified or registered mail, or nationally recognized overnight courier, return receipt requested and postage prepaid, to the appropriate party. Notices to Domo must be sent to Domo, Inc., 802 E. 1050 S., American Fork, UT 84003 to the attention of Chief Legal Officer. Notices are deemed given upon receipt if by certified or registered mail or one business day after it is sent if by overnight courier. The parties may agree, with respect to routine notices and approvals, to accept email delivery if such delivery is confirmed by the recipient by replying to the email as acknowledgement of receipt (an automatic reply or "read receipt" does not constitute acknowledgement). Email will not be sufficient for notices regarding a claim or alleged breach unless legal counsel of both parties expressly agree to accept email delivery with respect to the specific claim or alleged breach. Email notice (if delivery is confirmed in accordance with this Section) is deemed given the next business day after the email is sent. Either party may change its address for notices by providing notice to the other party in accordance with this Section.

14.12 Force Majeure. Neither party will be liable for, or be considered to be in breach of or default under this Agreement or a Service Order on account of, any delay or failure to perform any obligations under this Agreement or any Service Order (except for payment obligations) due to any cause or condition beyond its reasonable control, so long as that party uses all commercially reasonable efforts to avoid or remove the cause of the delay or non-performance.

14.13 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, and venue for any dispute shall be in the State Court of DeKalb County, Georgia.

14.14 Intentionally omitted.

14.15 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement or any Service Order, including but not limited to your Affiliates, Permitted Third Parties, or End Customers.

14.16 Waiver and Modifications. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed as a waiver of the party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice the party's right to take subsequent action. Exercise or enforcement by either party of any right or remedy under this Agreement will not preclude the enforcement by the party of any other right or remedy under this Agreement or that the party is entitled by law to enforce.

14.17 Severability. If any part of this Agreement is found to be illegal, unenforceable, or invalid, the remaining portions of this Agreement will remain in full force and effect. If any material limitation or restriction on the use of the Subscription Services under this Agreement is found to be illegal, unenforceable, or invalid, your right to use the Subscription Services will immediately terminate.

14.18 Headings. Headings are used in this Agreement for reference only and will not be considered when interpreting this Agreement.

14.19 Counterparts. This Agreement and any Service Order may be executed in any number of identical counterparts, notwithstanding that the parties have not signed the same counterpart, with the same effect as if the parties had signed the same document. All counterparts will be construed as and constitute the same agreement. This Agreement and any Service Order may also be executed and delivered by facsimile or electronically and such execution and delivery will have the same force and effect of an original document with original signatures.

14.20 Partner Transactions. If you order our Services from a Domo reseller or other authorized partner, the terms of this Agreement apply to your receipt and use of the Services. If you do not accept the terms of this Agreement, then you must not use, or must immediately cease using, our Services.

14.21 Entire Agreement. This Agreement, together with all Service Orders, and all schedules, exhibits, and attachments to this Agreement and any Service Order, all of which are deemed incorporated into this Agreement by this reference, contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to said subject matter, including any prior non-disclosure agreement between the parties or their Affiliates. If there is a conflict between the terms of this Agreement and a Service Order, the terms of the applicable Service Order will control (but only with respect to the specific Service Order). No usage of trade or other regular practice or method of dealing between the parties will be used to modify, interpret, supplement, or alter the terms of this Agreement or any Service Order. Neither party will be bound by, and specifically objects to, any term, condition, or other provision that is different from or in addition to this Agreement or an applicable Service Order (regardless of whether it would materially alter this Agreement or the applicable Service Order) that is proffered by the other party in any acceptance, confirmation, invoice, purchase order, receipt, correspondence, or otherwise, unless each party mutually and expressly agrees to such provision in writing.