

DOMO FOR HIGHER EDUCATION SERVICE AGREEMENT

This Agreement governs your license to and use of the Domo for Higher Education services.

BY CLICKING THE BOX INDICATING YOUR ACCEPTANCE, OR USING THE CLASSROOM INSTANCE, THE CURRICULUM, OR ANY OTHER DOMO FOR HIGHER EDUCATION SERVICES, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT CLICK THE BOX INDICATING YOUR ACCEPTANCE AND YOU MAY NOT USE THE CLASSROOM PLATFORM INSTANCE OR THE CURRICULUM.

1. DEFINITIONS

- 1.1 "Agreement" means this Domo for Higher Education Service Agreement.
- 1.2 "Authorized Student User" means a student enrolled in a Course.
- 1.3 "Course" means a class or course you teach at the institution and in the field of study you specified on the online registration page.
- 1.4 "Curriculum" means curriculum, assignments, labs, quizzes, lectures, exams, and other content provided or made accessible to you by Domo via an importable file or other means, as we may modify the content from time to time in our discretion.
- 1.5 "Domo for Higher Education Services" means the Classroom Instance, the Curriculum, and any other services accessed by you through Domo's online order or registration process or otherwise provided to you by Domo.
- 1.6 "Classroom Instance" means Domo's cloud-based platform service and any other cloud-based services provided or made accessible to you by us, as we may modify the services from time to time in our discretion.
- 1.7 "We" or "Us" or "Our" or "Domo" means Domo, Inc., a Utah corporation.
- 1.8 "You" or "Your" means the individual indicating acceptance of this Agreement.

2. USE OF THE DOMO FOR HIGHER EDUCATION SERVICES

2.1 Permitted Use. Subject to the terms and conditions of this Agreement, we grant to you a limited, worldwide, non-exclusive, non-transferable right during the duration of the Course to: (a) use the Classroom Instance solely for academic instruction and educational use for the Course; and (b) use the Curriculum solely for academic instruction and educational use in connection with your authorized use of the Classroom Instance. You may not use the Classroom Instance or Curriculum for any other purpose. We reserve the right, in our sole discretion, to determine your eligibility for the Domo for Higher Education Services, and to withdraw or to modify the Classroom Instance or other Domo for Higher Education Services at any time without prior notice and with no liability, to the greatest extent permitted under applicable laws.

2.2 Use Restrictions. Except as may be expressly permitted by applicable law, you will not, and will not permit Authorized Student Users or any third parties to: (a) use the Domo for Higher Education Services for any commercial use or purpose, including but not limited to, administrative use, commercial research, institutional research, or any other non-educational use; (b) sell, rent, lease, or, except as expressly permitted in this Agreement, license, sublicense, distribute, or otherwise permit third parties to access or use the Domo Classroom Platform Instance or Curriculum; (c) use the Classroom Instance to provide services to third parties as a service bureau or for time sharing or service provider purposes; (d) circumvent or disable any security or other technological features or measures of the Classroom Instance, 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; (e) upload or provide for processing, or use the Classroom Instance 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; (f) use the Classroom Instance to harm, threaten, or harass another person or organization or in any way that violates applicable laws or regulations; (g) use the Domo Platform 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; (h) copy, reproduce, modify, translate, enhance, decompile, disassemble, reverse engineer, or create derivative works of the Classroom Platform Instance or any feature or function thereof; (i) access the Classroom Instance for the purpose of monitoring availability, performance or functionality or for any benchmarking or other competitive purpose; (j) alter nor remove any trademark, copyright notice, or other proprietary rights notice that may appear in any part of the Classroom Instance or Curriculum (and you will include all such notices on any copies, including any reports printed via the use of the Classroom Instance); or (k) use the Classroom Instance for any purpose other than the limited purpose set forth in Section 2.2 of this Agreement. You are solely responsible for your conduct (including by and between all users) and all communications with others while using the Classroom Instance.

2.3 Authorized Student Users Only. This Agreement restricts the use of the Classroom Instance to Authorized Student Users and you agree that you will not issue licenses or log-in access to the Classroom Instance to any other students, faculty, staff or other personnel. An Authorized Student User license or account must not be shared among users. You may allow Authorized Student Users to access and use the Classroom Instance solely for Course work. As part of the registration process, you may be asked to identify the school and the Authorized Student Users who should be associated with your account. You will not misrepresent the identity of the school or Authorized Student Users. 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 Student Users.

2.4 Protection Against Unauthorized Use. You will, and will ensure that Authorized Student Users, use reasonable efforts to prevent any unauthorized use of the Classroom Instance or Curriculum, 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 Classroom Instance or Curriculum directly or indirectly through you or an Authorized Student User, 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 Classroom Instance or Curriculum. We may remotely monitor your use of the Classroom Instance to verify that your use complies with the use limitations and other terms of this Agreement. You will ensure that Authorized Student Users comply with the terms of this Agreement, and you will be directly and fully responsible to us for their conduct and any breach of this Agreement by them.

2.5 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 Classroom Instance, Curriculum, any user manuals, online help files, or other user documentation in any form, all apps, cards and other add-ons to the Classroom Platform Instance, and any deliverables created by us as part of the Domo for Higher Education 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 Classroom Instance, Curriculum, and other Domo Technology are limited to those expressly set forth in this Agreement and no other rights (express, implied, by estoppel, through exhaustion, or otherwise) are granted to you. We reserve all other rights in and to the Domo Technology.

2.6 Feedback. You and Authorized Student Users 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 Classroom Instance, the Curriculum, 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 the Classroom Instance, Curriculum, and/or other Domo products or services, copy, modify, publish, perform, translate, create derivative works from, sublicense, distribute, and otherwise exploit Feedback without restriction.

3. TERM AND TERMINATION

3.1 Term and Termination. We will make the applicable Domo for Higher Education Services available to you until the earlier of: (a) one year from the date the Classroom Instance is made available to you; or (b) termination of this Agreement and/or your access to the Domo for Higher Education Services by us in our sole discretion. We may terminate this Agreement at any time for any reason. You may terminate this Agreement upon 30 days' written notice. Termination of this Agreement will automatically terminate any right or license to use the Classroom Instance, the Curriculum, and any other Domo for Higher Education Services.

3.2 Effect of Termination. Upon termination of this Agreement for any reason, any and all liabilities accrued prior to the effective date of termination will survive and, if requested by us, you will provide us with a written certification signed by you certifying that all use of the Classroom Instance and Curriculum by you and Authorized Student Users has been discontinued. Sections 2.5, 2.6, 3, 4, 5.2, 6, 7, 8.4, 8.7 through 8.14 of this Agreement will survive any termination of this Agreement.

4. CONFIDENTIAL INFORMATION

4.1 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 Domo to you, directly or indirectly, in writing, orally, or by inspection of tangible objects. Confidential Information includes, without limitation, information regarding the Classroom Instance, the Curriculum, Domo Technology, our systems and networks, product plans, security information and assessments, and the terms of this Agreement.

4.2 Maintenance of Confidentiality. You agree to hold in confidence and not disclose to any third party, except as expressly permitted under this Agreement, Confidential Information, and to take reasonable steps to prevent the unauthorized use or disclosure of Confidential Information. You may disclose Confidential Information only to Authorized Student Users who must have access to such Confidential Information to use the Classroom Instance, provided that the Authorized Student Users are bound by obligations of confidentiality and nonuse at least as restrictive as the terms of this Agreement. You may disclose Confidential Information to the extent required by law so long as you: (a) give us written notice of the requirement prior to the disclosure (where permitted) and

reasonable assistance 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, disclose only such portion of Confidential Information as is advised by your counsel to be legally required, and take reasonable steps to obtain confidential treatment of the Confidential Information so disclosed.

4.3 Return of Confidential Information. Upon written request of Domo, you will promptly return to us or destroy all materials, in any medium, to the extent containing or reflecting any Confidential Information. The obligations in this Section survive any termination or expiration of this Agreement.

5. DATA TRANSMISSION AND ANALYTICS

5.1 Data Transmission. You acknowledge that use of the Classroom Instance involves transmission of 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 and the Authorized Student 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.

5.2 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 Classroom Platform Instance ("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 you or any individual. Analytics Data is owned by Domo.

6. NO WARRANTIES; DISCLAIMER

DOMO MAKES NO 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 CLASSROOM PLATFORM INSTANCE OR THAT THE CLASSROOM INSTANCE OR CURRICULUM ARE ERROR-FREE OR THAT OPERATION OR USE OF THE CLASSROOM INSTANCE 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 CLASSROOM INSTANCE.

7. LIMITATIONS OF LIABILITY

7.1 Disclaimer of Indirect Damages. TO THE EXTENT PERMITTED BY APPLICABLE LAW, DOMO WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO YOU OR ANY OTHER PERSON OR 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 OR THE CLASSROOM INSTANCE, 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 DOMO IS APPRISED IN ADVANCE OF THE LIKELIHOOD OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE REASONABLY BEEN FORESEEN.

7.2 Cap on Liability. TO THE EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL DOMO'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE CLASSROOM INSTANCE, 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, ONE THOUSAND DOLLARS (\$1,000).

7.3 Independent Allocations of Risk. EACH OF THE PROVISIONS IN THIS SECTION 7 IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION 7 WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT.

8. MISCELLANEOUS

8.1 Export Compliance. The Classroom Instance and other Domo Technology may be subject to export laws and regulations of the United States and other jurisdictions. You represent that you are 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 Student 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.

8.2 Patent Marking. The Classroom Instance 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>.

8.3 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 Domo's Legal Department at legal@domo.com.

8.4 Publicity. We may use your name and the name of the school with which you are associated as necessary to fulfill our obligations under this Agreement and as a reference for marketing and promotional purposes on our website and in other communications with our existing and prospective customers.

8.5 Assignment and Delegation. You may not assign any of your rights or delegate any of your obligations under this Agreement (in whole or in part) without our prior written consent. We may assign this Agreement 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.

8.6 Subcontractors. We may use subcontractors or other third parties in carrying out our obligations under this Agreement.

8.7 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., 772 E. Utah Valley Drive, 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.

8.8 Governing Law. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the local laws of the State of Utah, U.S.A., without reference to its choice of law rules and not including the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods.

8.9 Arbitration. Any action arising out of or in connection with this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, will be determined by binding arbitration in Salt Lake County, Utah, U.S.A. by one arbitrator. The arbitration will be administered by the American Arbitration Association (AAA) pursuant to its Commercial Arbitration Rules and Mediation Procedures. Judgment upon the award rendered by an arbitrator may be entered in any court of competent jurisdiction. The prevailing party will be entitled to receive from the other party its reasonable attorneys' fees and costs incurred in connection with any arbitration or litigation instituted in connection with this Agreement. This Section does not prohibit either party from applying to a court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other injunctive relief to preserve the status quo or prevent irreparable harm.

8.10 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement, including but not limited to, the school through which the Course is offered or Authorized Student Users.

8.11 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. We reserve the right, at our discretion, to change the terms of this Agreement on a going-forward basis at any time. Please check the terms of this Agreement periodically for changes. If a change materially modifies your rights or obligations, you will be required to accept the modified Agreement in order to continue to use the Classroom Instance. Material modifications are effective upon your acceptance of the modified Agreement. Immaterial modifications are effective upon publication. Disputes arising under this Agreement will be resolved in accordance with the version of this Agreement that was in effect at the time the dispute arose.

8.12 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 Classroom Instance under this Agreement is found to be illegal, unenforceable, or invalid, your right to use the Classroom Instance will immediately terminate.

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

8.14 Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes 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. 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. 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 (regardless of whether it would materially alter this Agreement) 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.

