

SERVICE AGREEMENT

This Service Agreement ("Agreement" or "Primary Agreement") is dated July 14, 2026 and is between Domo, Inc., a Utah corporation ("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

A. The County's Department of Behavioral Health ("DBH") currently uses Contractor's business intelligence ("Business Intelligence") tools to analyze complex health data to better serve County residents.

B. DBH continues to require a robust, cloud-hosted Business Intelligence solution that is compliant with the Health Insurance Portability and Accountability Act (HIPAA) to provide high-level, data-driven information that can be made available to both internal County staff and contracted providers.

C. Contractor is willing to continue to provide a cloud-hosted and HIPAA-compliant Business Intelligence solution that is compatible with the County's Behavioral Health data and will provide the desired Business Intelligence tools to County staff and other relevant partners.

D. Contractor now offers a consumption-based model which will enable the County to expand usage of the Business Intelligence solution to other DBH divisions and tailor its costs to its specific usage of the solution.

E. The County and the Contractor desire to execute this Agreement for software maintenance, support, and related services based on the new consumption-based model.

The parties therefore agree as follows:

Article 1

Contractor's Services

1.1 **Scope of Services.** The Contractor shall perform all of the services provided in a service order or other ordering document between Contractor and County ("Service Orders"). A copy of the form of the Service Order effective as of the date of this Agreement and which will be utilized pursuant to this Agreement is attached as Exhibit A to this Agreement, titled "Scope of Services." The parties agree that the purchase of the services will be governed by the Domo

1 Software-as-a-Service Agreement, which is attached and incorporated herein as **Exhibit F** (the
2 “Domo SaaS Agreement”). Capitalized terms used but not defined in this Agreement will have
3 the meaning given such terms in the Domo SaaS Agreement. In the event of a conflict between
4 the terms of this Agreement and the Domo SaaS Agreement, the terms of this Agreement will
5 govern. In the event of a conflict between the terms of this Agreement, the Domo SaaS
6 Agreement, and a Service Order, the terms of the Service Order will control.

7 1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and
8 able to perform all of the services provided in a Service Order.

9 1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all
10 federal, state, and local laws and regulations as are applicable to Contractor in the performance
11 of its obligations under this Agreement, including but not limited to workers compensation, labor,
12 and confidentiality laws and regulations.

13 1.4 **Coordination of Work.** The Contractor shall coordinate all work comprising
14 Professional Services with the County to minimize any interruptions to the normal operation of
15 County operations, through the appointee as identified in section 2.1 of this Agreement.

16 1.5 **Infringement.** The Contractor further represents and warrants that it has the right to
17 grant the licenses granted to the County hereunder and the Contractor provides indemnification
18 for claims that the services provided under this Agreement infringe upon or violate the United
19 States patent of rights of any third party or infringe upon or violate the copyright or trade secret
20 of any third party as provided under Section 10 of the Domo SaaS Agreement. This section
21 survives the termination of this agreement.

22 1.6 **Viruses.** The Contractor shall use commercially reasonable, diligent measures to
23 screen the Subscription Services to avoid introducing, or coding of, any virus or other
24 destructive programming designed to permit unauthorized access or use by third parties to the
25 software installed on County’s systems (as defined in Exhibit D), or to disable or damage the
26 County’s systems (each, a “Virus”). Without limiting the rights and remedies of the County, in
27 the event any Virus is introduced into the County’s systems through any of the Subscription
28 Services, whether or not such introduction is attributable to the Contractor (including the

Contractor's failure to perform its obligations under this Agreement), except for Viruses attributable to the County or contained in or originating from Subscriber Data, the Contractor shall, as soon as practicable, use its diligent, commercially reasonable efforts to assist the County in eliminating the effects of the Virus, and if the Virus causes a loss of operational efficiency or loss of data, and upon the County's request, the Contractor will, diligently work as soon as practicable to contain and remedy the problem and to restore lost data resulting from the introduction of such Virus.

1.7 Americans with Disabilities Act/Accessibility Compliance. Contractor is actively engaged in bringing its Services into compliance with the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA (or successor standards), as may be updated or superseded by applicable federal or state law or regulation. Upon request by the County, Contractor shall provide a current Voluntary Product Accessibility Template (VPAT) or other documentation demonstrating the extent of its accessibility conformance. Contractor shall reasonably cooperate with the County in sharing its available roadmap for addressing identified accessibility issues.

1.8 HIPAA Compliance. The Contractor will follow present practices as outlined in Article 11.

Article 2

County's Responsibilities

2.1 County Representative. The County shall provide a County representative who will serve as point of contact for the Contractor in fulfillment of its duties under this Agreement ("County Representative"). The County Representative will be the Division Manager of the DBH Health Information Technology and Privacy Management division and/or their designee.

Article 3

Compensation, Invoices, and Payments

3.1 The County agrees to pay, and the Contractor agrees to receive, compensation for the performance of the Services as described in Exhibit A (or other applicable Service Order).

3.2 Maximum Compensation. The total maximum compensation payable to the Contractor under the Service Order attached as Exhibit A during the three-year term of this

1 Agreement is \$416,893; provided, however, that the County is responsible for any overages it
2 incurs and will pay for such overages in accordance with the terms of the Service Order. If the
3 County enters into new or amended Service Orders for additional services during the term of
4 this Agreement, the maximum compensation for the applicable period will be increased to
5 include the amounts payable under such Service Orders.

6 The Contractor acknowledges that the County is a local government entity and does so with
7 notice that the County's powers are limited by the California Constitution and by State law, and
8 with notice that the Contractor may receive compensation under this Agreement only for
9 services performed according to the terms of this Agreement and while this Agreement is in
10 effect, and subject to the maximum amount payable under this section (plus any overages the
11 County incurs). The Contractor further acknowledges that County employees have no authority
12 to pay the Contractor except as expressly provided in this Agreement.

13 3.3 **Invoices.** The Contractor shall submit annual invoices referencing the provided
14 agreement number to the County of Fresno, Attention: Business Office, 333 W. Pontiac Way,
15 Clovis, CA 93612, ITSDBusinessOffice@fresnocountyca.gov and
16 helpdesk@fresnodbh.freshservice.com.

17 3.4 **Payment.** The County shall pay each correctly completed and timely submitted
18 invoice within 45 days after receipt. The County shall remit any payment to the Contractor's
19 address specified in the invoice.

20 3.5 **Incidental Expenses.** The Contractor is solely responsible for all its costs and
21 expenses that are not specified as payable by the County under a Service Order.

22 3.6 **Unspent Funding Rollover.** Not applicable.

23 **Article 4**

24 **Term of Agreement**

25 4.1 **Term.** This Agreement is effective on July 13, 2026, and terminates on July 12,
26 2029, provided, however, that, if this Agreement expires during the term of a Service Order(s),
27 this Agreement will remain in effect and continue to govern the Service Order(s) for the
28 remainder of its/their current term.

Article 5

Notices

5.1 **Contact Information.** The persons and their addresses having authority to give and receive notices provided for or permitted under this Agreement include the following:

For the County:

Director of Information Technology Services
County of Fresno
333 W. Pontiac Way
Clovis, CA 93612
itsdadminoffice@fresnoCountyca.gov

For the Contractor:

Chief Legal Officer
Domo Inc.
802 E. 1050 S.
American Fork, UT 84003

5.2 **Change of Contact Information.** Either party may change the information in section 5.1 by giving notice as provided in section 5.3.

5.3 **Method of Delivery.** Each notice between the County and the Contractor provided for or permitted under this Agreement must be in writing, state that it is a notice provided under this Agreement, and be delivered either by personal service, by first-class United States mail, or by an overnight commercial courier service.

(A) A notice delivered by personal service is effective upon service to the recipient.

(B) A notice delivered by first-class United States mail is effective three County business days after deposit in the United States mail, postage prepaid, addressed to the recipient.

(C) A notice delivered by an overnight commercial courier service is effective one County business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient.

5.4 **Claims Presentation.** For all claims arising from or related to this Agreement, nothing in this Agreement establishes, waives, or modifies any claims presentation

requirements or procedures provided by law, including the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

Article 6

Termination and Suspension

6.1 Termination for Non-Allocation of Funds. The Services under a Service Order are contingent on the approval of funds by the appropriating government agency. If sufficient funds are not allocated, then the County, upon at least 30 days' advance written notice to the Contractor, may:

(A) Modify the services provided by the Contractor under this Agreement upon mutual agreement; or

(B) Terminate this Agreement.

Funds for each contract year under a Service Order will be appropriated not less than 30 days prior to the start of such contract year. Once funds are appropriated for each year of a Service Order or the Agreement, the services under a Service Order for that time period cannot be terminated or modified pursuant to this Section 6.1.

The County agrees that it will not enter into a Service Order unless funds for payment of all fees payable under such Service Order have been appropriated for at least the first 12 months of the Service Order and, for each additional year of such Service Order, the County must provide written notice of termination for non-appropriation for the applicable contract year at least 30 days prior to the start of such contract year. If the County fails to send such written notice of termination for non-appropriation at least 30 days prior to the start date of the applicable contract year, then, notwithstanding anything to the contrary, the Service Order will continue in effect, and the County will be responsible for payment of all fees payable thereunder, for such contract year.

6.2 Termination for Breach.

(A) If either party material breaches this Agreement, the Domo SaaS Agreement, or a Service Order, the non-breaching party may give written notice of the breach to the

breaching party. The written notice may suspend performance under this Agreement and must provide at least 30 days for the breaching party to cure the breach.

(B) If the breaching party fails to cure the breach within the time stated in the written notice, the non-breaching party may terminate this Agreement immediately upon written notice to the breaching party.

(C) For purposes of this section, a breach by Contractor occurs when, the Contractor has:

(1) Obtained or used funds illegally or improperly;

(2) Failed to comply with any part of this Agreement;

(3) Submitted a substantially incorrect or incomplete report to the County; or

(4) Improperly performed any of its obligations under this Agreement.

6.3 No Penalty. Any termination of this Agreement by a party under this Article 6 is without any early termination penalty.

6.4 County's Rights upon Termination. Upon termination by the County for Contractor's material breach under this Article 6, the County may demand repayment by the Contractor of any prepaid, unused monies disbursed to the Contractor under this Agreement. The Contractor shall promptly refund all such monies upon demand. This section survives the termination of this Agreement.

Article 7

Independent Contractor

7.1 Status. In performing under this Agreement, the Contractor, including its officers, agents, employees, and volunteers, is at all times acting and performing as an independent Contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the County.

7.2 Verifying Performance. The County has no right to control, supervise, or direct the manner or method of the Contractor's performance under this Agreement, but the County may verify that the Contractor is performing according to the terms of this Agreement as provided in Section 12 (Inspections, Audits, and Public Records) of this Agreement.

7.3 **Benefits.** Because of its status as an independent Contractor, the Contractor has no right to employment rights or benefits available to County employees. The Contractor is solely responsible for providing to its own employees all employee benefits required by law. The Contractor shall save the County harmless from all matters relating to the payment of Contractor's employees, including compliance with Social Security withholding and all related regulations.

7.4 **Services to Others.** The parties acknowledge that, during the term of this Agreement, the Contractor may provide services to others unrelated to the County.

Article 8

Indemnity and Defense

8.1 **Indemnity.** The Contractor shall indemnify the County as set forth in Section 10 of the Domo SaaS Agreement.

8.2 Survival. This Article 8 survives the termination of this Agreement.

Article 9

Insurance

9.1 The Contractor shall comply with all the insurance requirements in Exhibit C to this Agreement.

Article 10

Ownership of Data

10.1 **Ownership of Data.** The parties acknowledge and agree that all data uploaded by the County to, or otherwise provided by the County for processing by, the Services (Data), is and shall remain the exclusive property of the County. The Contractor acknowledges that in performing its obligations under the Agreement it may have access to the County's networks and Data. The Contractor shall use and access such Data only as necessary for the purpose of providing the services and supporting the Software and Services and as agreed under this Agreement, the Domo SaaS Agreement, and any Service Orders.

10.2 **Ownership of System Software.** Ownership of System Software. The parties acknowledge and agree that, as between the Contractor and the County, title and full ownership

1 of all rights in and to the System Software, System Documentation (as defined in Exhibit A), and
2 all other materials provided to the County by the Contractor under the terms of this Agreement,
3 including all Domo Technology (as defined in the Domo SaaS Agreement), shall remain with the
4 Contractor. The County will take reasonable steps to protect trade secrets (as defined in
5 Government Code Section 7924.510(f)) of the System Software and System Documentation,
6 and which are identified as such by the Contractor. The County may not disclose or make
7 available to third parties the System Software or System Documentation or Domo Technology
8 any portion thereof, unless otherwise required by court order. The Contractor shall own all right,
9 title and interest in and to all corrections, modifications, enhancements, programs, and work
10 product conceived, created or developed, alone or with the County or others, as a result of or
11 related to the performance of this Agreement, including all proprietary rights therein and based
12 thereon. Except and to the extent expressly provided herein, the Contractor does not grant to
13 the County any right or license, express or implied, in or to the System Software and System
14 Documentation or Domo Technology or any of the foregoing. The parties acknowledge and
15 agree that, as between the Contractor and the County, full ownership of all rights in and to all
16 Data, whether in magnetic or paper form, including without limitation printed output of Data from
17 the System, are the exclusive property of the County.

18 **Article 11**

19 **Confidentiality & Data Security**

20 11.1 **Confidentiality.** The County and the Contractor may have access to information that
21 the other considers to be a trade secret as defined in California Government Code section
22 7924.510(f) and other Confidential Information (as defined in the Domo SaaS Agreement).

23 11.2 Each party shall use the other's Confidential Information is subject to the terms of
24 Section 7 (Confidential Information) of the Domo SaaS Agreement.

25 11.3 The Contractor shall not disclose Data except except to any third parties as
26 necessary to perform the Services and as otherwise set forth in the DPA and Domo SaaS
27 Agreement.
28

1 11.4 Upon termination of this Agreement, or upon a Party's request, each Party shall
2 return to the other or destroy all Confidential Information of the other in its possession. All
3 provisions of the Agreement relating to confidentiality, ownership, and limitations of liability shall
4 survive the termination of the Agreement.

5 11.5 Contractor shall perform all Services in strict conformance with all Federal, State of
6 California, and/or local laws and regulations directly applicable to Contractor relating to
7 confidentiality, including but not limited to, California Civil Code, California Welfare and
8 Institutions Code, California Health and Safety Code, California Code of Regulations, and the
9 Code of Federal Regulations, as applicable.

10 11.6 Contractor shall comply with data security requirements in Exhibit D to this
11 Agreement.

12 **Article 12**

13 **Inspections, Audits, and Public Records**

14 12.1 **Inspection of Documents.** The Contractor shall make available to the County, and
15 the County may examine at any time, its most recent SOC2 report, ISO certification, and other
16 independent security audits and assessments that Contractor makes generally available to its
17 customers with respect to the matters covered by this Agreement (collectively, the "Independent
18 Assessments"), excluding attorney-client privileged communications. The Contractor shall, upon
19 request by the County, permit the County to examine all such Independent Assessments to
20 ensure the Contractor's compliance with the terms of this Agreement.

21 12.2 **State Audit Requirements.** If the compensation to be paid by the County under this
22 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the
23 California State Auditor, as provided in Government Code section 8546.7, for a period of three
24 years after final payment under this Agreement. This section survives the termination of this
25 Agreement.

26 12.3 **Public Records.** The County is not limited in any manner with respect to its public
27 disclosure of this Agreement to the extent required by applicable law. The County's public
28

disclosure of this Agreement may include but is not limited to the following to the extent required by applicable law:

(A) The County may voluntarily, or upon request by any member of the public or governmental agency, disclose this Agreement to the public or such governmental agency.

(B) The County may voluntarily, or upon request by any member of the public or governmental agency, disclose to the public or such governmental agency any record or data that the Contractor may provide to the County only to the extent such disclosure is required by applicable California law.

(C) This Agreement, and any record or data that the Contractor may provide to the County, is subject to public disclosure under the Ralph M. Brown Act (California Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

(D) This Agreement, and any record or data that the Contractor may provide to the County, is subject to public disclosure as a public record under the California Public Records Act (California Government Code, Title 1, Division 10, Chapter 3, beginning with section 7920.200) ("CPRA").

(E) This Agreement, and any record or data that the Contractor may provide to the County, is subject to public disclosure as information concerning the conduct of the people's business of the State of California under California Constitution, Article 1, section 3, subdivision (b).

(F) Any marking of confidentiality or restricted access upon or otherwise made with respect to any record or data that the Contractor may provide to the County shall be disregarded and have no effect on the County's right or duty to disclose to the public or governmental agency any such record or data.

12.4 Public Records Act Requests. If the County receives a written or oral request under the CPRA to publicly disclose any record that is in the Contractor's possession or control, and which the County has a right, under applicable law, to possess or control, then the County may demand, in writing, that the Contractor deliver to the County, for purposes of public

disclosure, the requested records that may be in the possession or control of the Contractor. Within 15 business days after the County's demand, the Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's possession or control and that Contractor is required to provide under applicable law and that the County does not itself have access through its use of the Services, together with a written statement that the Contractor, after conducting a diligent search, has produced all requested records that are in the Contractor's possession or control that Contractor is required to provide under applicable law and that the County does not itself have access through its use of the Services, or (b) provide to the County a written statement that the Contractor, after conducting a diligent search, does not possess or control any of the requested records. The Contractor shall reasonably cooperate with the County with respect to any County demand for such records. If the Contractor wishes to assert that any specific record or data is exempt from disclosure under the CPRA or other applicable law, it must assert the exemption by citation to specific legal authority within the written statement that it provides to the County under this section. The Contractor shall indemnify the County for any court-ordered award of costs or attorney's fees under the CPRA to the extent directly resulting from the Contractor's breach of its obligations under this Article 12.

Article 13

Federal and State Laws

13.1 Health Insurance Portability and Accountability Act. County considers and represents itself as a covered entity as defined by the U.S. Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA) and agrees to use and discloses Protected Health Information (PHI) as required by law. Contractor is a Business Associate as defined by HIPAA. County and Contractor acknowledge that the exchange of PHI between them is only for the purpose of enabling the County's ongoing business intelligence processing and analytics within the Domo platform. County and Contractor intend to protect the privacy and provide for the security of PHI pursuant to this Agreement in compliance with their respective obligations under HIPAA, the Health Information Technology for Economic and Clinical Health

1 Act, Public Law 111-005 (HITECH), and regulations promulgated thereunder by the U.S.
2 Department of Health and Human Services (HIPAA Regulations) and other applicable laws. As
3 part of the HIPAA Regulations, the Privacy Rule and the Security Rule require Contractor and
4 the County to enter into an agreement containing specific requirements prior to the disclosure of
5 PHI, as set forth in, but not limited to, Title 45 Sections 164.314(a), 164.502(e) and 164.504(e)
6 of the Code of Federal Regulations.

7 13.2 Contractor and County mutually agree to maintain the confidentiality of records and
8 information of persons served in compliance with all applicable State and Federal statutes and
9 regulations, including, but not limited to, HIPAA, California Confidentiality of Medical Information
10 Act (CMIA), and California Welfare and Institutions Code section 5328, each as directly
11 applicable to the respective party in relation to the Services. The Parties shall be responsible for
12 the compliance of all of their employees and agents who perform services under this Agreement
13 with the confidentiality provisions of all applicable statutes.

14 13.3 The County is a "Covered Entity" and the Contractor is a "Business Associate," as
15 these terms are defined by 45 CFR 160.103. As a Business Associate, Contractor agrees to
16 comply with the terms of Exhibit E to this Agreement, titled "Health Insurance Portability and
17 Accountability Act (HIPAA) Business Associate Agreement".

18 **Article 14**

19 **Disclosure of Self-Dealing Transactions**

20 14.1 **Applicability.** This Article 14 applies if the Contractor is operating as a corporation
21 or changes its status to operate as a corporation.

22 14.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a
23 self-dealing transaction, he or she shall disclose the transaction by completing and signing a
24 "Self-Dealing Transaction Disclosure Form" (Exhibit B to this Agreement) and submitting it to the
25 County before commencing the transaction or immediately after.

26 14.3 **Definition.** "Self-dealing transaction" means a transaction to which the Contractor is
27 a party and in which one or more of its directors, as an individual, has a material financial
28 interest.

Article 15

General Terms

15.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this Agreement may not be modified, and no waiver is effective, except by written agreement signed by both parties. The Contractor acknowledges that County employees have no authority to modify this Agreement except as expressly provided in this Agreement.

15.2 **Non-Assignment.** Neither party may assign this Agreement under this Agreement except to an Affiliate or in connection with a merger, acquisition, or sale of all or substantially all of its assets, without the prior written consent of the other party, not to be unreasonably withheld or delayed.

15.3 **Governing Law.** The laws of the State of California govern all matters arising from or related to this Agreement.

15.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno County, California. Contractor consents to California jurisdiction for actions arising from or related to this Agreement, and, subject to the Government Claims Act, all such actions must be brought and maintained in Fresno County. 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. Furthermore, this Section does not prohibit any action by Contractor to collect amounts not paid to Contractor when due.

15.5 **Construction.** The final form of this Agreement is the result of the parties' combined efforts. If anything in this Agreement is found by a court of competent jurisdiction to be ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement against either party.

15.6 **Days.** Unless otherwise specified, "days" means calendar days.

15.7 **Headings.** The headings and section titles in this Agreement are for convenience only and are not part of this Agreement.

1 15.8 **Severability.** If anything in this Agreement is found by a court of competent
2 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
3 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
4 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
5 intent.

6 15.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall
7 not unlawfully discriminate against any employee or applicant for employment, or recipient of
8 services, because of race, religious creed, color, national origin, ancestry, physical disability,
9 mental disability, medical condition, genetic information, marital status, sex, gender, gender
10 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
11 all applicable State of California and federal statutes and regulation.

12 15.10 **No Waiver.** Payment, waiver, or discharge by a party of any liability or obligation of
13 the other party under this Agreement on any one or more occasions is not a waiver of
14 performance of any continuing or other obligation of such other party and does not prohibit
15 enforcement by the party of any obligation on any other occasion.

16 15.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
17 between the Contractor and the County with respect to the subject matter of this Agreement,
18 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
19 publications, and understandings of any nature unless those things are expressly included in
20 this Agreement. If there is any inconsistency between the terms of this Agreement without its
21 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
22 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
23 exhibits.

24 15.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
25 create any rights or obligations for any person or entity except for the parties.

26 15.13 **Authorized Signature.** The Contractor represents and warrants to the County that:

27 (A) The Contractor is duly authorized and empowered to sign and perform its
28 obligations under this Agreement.

1 (B) The individual signing this Agreement on behalf of the Contractor is duly
2 authorized to do so and his or her signature on this Agreement legally binds the
3 Contractor to the terms of this Agreement.

4 15.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by
5 electronic signature as provided in this section.

6 (A) An “electronic signature” means any symbol or process intended by an individual
7 signing this Agreement to represent their signature, including but not limited to (1) a
8 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
9 electronically scanned and transmitted (for example by PDF document) version of an
10 original handwritten signature.

11 (B) Each electronic signature affixed or attached to this Agreement (1) is deemed
12 equivalent to a valid original handwritten signature of the person signing this Agreement
13 for all purposes, including but not limited to evidentiary proof in any administrative or
14 judicial proceeding, and (2) has the same force and effect as the valid original
15 handwritten signature of that person.

16 (C) The provisions of this section satisfy the requirements of Civil Code section
17 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
18 Part 2, Title 2.5, beginning with section 1633.1).

19 (D) Each party using a digital signature represents that it has undertaken and
20 satisfied the requirements of Government Code section 16.5, subdivision (a),
21 paragraphs (1) through (5), and agrees that each other party may rely upon that
22 representation.

23 (E) This Agreement is not conditioned upon the parties conducting the transactions
24 under it by electronic means and either party may sign this Agreement with an original
25 handwritten signature.

26 15.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
27 original, and all of which together constitute this Agreement.

15.16 Limits of Liability. For avoidance of doubt, the limits of liability set forth in Section 12 of the Domo SaaS Agreement apply, and are incorporated herein by this reference, to any and all liability of any kind by either party under or in relation to Agreement, including any and all Exhibits attached to this Agreement, and are incorporated herein by this reference.

[SIGNATURE PAGE FOLLOWS]

1 The parties are signing this Agreement on the date stated in the introductory clause.

2 DOMO, INC.

COUNTY OF FRESNO

3 DocuSigned by:

4 Nick Ludwig

5 Nick Ludwig, VP, Sales Operations

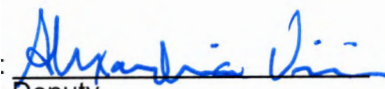
6 802 E. 1050 S.
7 American Fork, UT 84003



Garry Bredefeld, Chairman of the Board of
Supervisors of the County of Fresno

Attest:

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: 
Deputy

11 For accounting use only:

12 Org No.: 8905
13 Account No.: 7311
14 Fund No.: 1020
15 Subclass No.: 10000



Subscriber Name: County of Fresno
Primary Contact: Michael Miller
Primary Contact Phone: 5596004608

Effective Date: July 13, 2026
Initial Term Start Date: July 13, 2026
Initial Term End Date: July 12, 2029
Quote Number: Q-86772

Subscription Services Visual Layer	Annual Fees (USD)
1. Unlimited Users	Free
2. 150+ Chart Types	Free
3. Domo Bricks	Free
4. Dashboards	Free
5. Variable and Custom Calculations	Free
Total Annual Subscription Fees	Free

Consumption Included Subscription Services				
Unlimited Authorized User Licenses	Domo Platform	Governance Toolkit	Data Science Tiles	AppDB
Domo BYOK (for custom data encryption)	Workflows Access	Adrenaline Dataflows	Domo Everywhere	AutoML
Writeback Connector Suite	Domo Sandbox	Cloud Amplifier	Jupyter Access	Brand Kit
And more....				

Subscription Services July 13, 2026 - July 12, 2027	Quantity	Annual Fees (USD)
Standard Credits	13,543	\$19,637.35
Standard Credits: Migration <i>(one-time subscription services)</i>	5,000	
Base Data Storage Credits: Materialized Rows <i>(monthly limit: total quantity divided by number of months in the above period)</i>	15,720	\$103,000.75
Legacy Credits <i>(monthly limit: total quantity divided by number of months in the above period)</i>	71,035	
Legacy Credits <i>(monthly limit: total quantity divided by number of months in the above period)</i>	122,965	
Card Loads	5,074,680	
Healthcare Instance	1	
Total Annual Subscription Fees		\$122,638.10

Subscription Services July 13, 2027 - July 12, 2028	Quantity	Annual Fees (USD)
Standard Credits	18,057	\$28,800.92
Standard Credits: Migration <i>(one-time subscription services)</i>	1	
Base Data Storage Credits: Materialized Rows <i>(monthly limit: total quantity divided by number of months in the above period)</i>	15,720	\$103,000.75
Legacy Credits <i>(monthly limit: total quantity divided by number of months in the above period)</i>	71,035	
Legacy Credits <i>(monthly limit: total quantity divided by number of months in the above period)</i>	122,965	
Card Loads	5,453,862	
Healthcare Instance	1	

	Total Annual Subscription Fees	\$131,801.67
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Subscription Services July 13, 2028 - July 12, 2029	Quantity	Annual Fees (USD)
Standard Credits	22,572	\$39,602.57
Standard Credits: Migration (one-time subscription services)	1	
Base Data Storage Credits: Materialized Rows (monthly limit: total quantity divided by number of months in the above period)	15,720	
Legacy Credits (monthly limit: total quantity divided by number of months in the above period)	71,035	\$103,000.75
Legacy Credits (monthly limit: total quantity divided by number of months in the above period)	122,965	
Card Loads	5,900,827	
Healthcare Instance	1	
	Total Annual Subscription Fees	\$142,603.32

Pricing Expires: July 13, 2026

Payment Schedule	Payment Term	Invoice Amount (USD)
Year 1	Annual In Advance - Net 45	\$122,638.10
Year 2	Annual In Advance - Net 45	\$131,801.67
Year 3	Annual In Advance - Net 45	\$142,603.32

Note: Campaigns App includes 10,000 monthly messages

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 (the "Supplemental Terms"). The Supplemental Terms form a part of and are incorporated by this reference into this Service Order.

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, you enter into an amendment to extend the Initial Term of this Service Order to continue for a total of 36 months* for at least the same total annual fees paid by you under this Service Order (and any amendments hereto) for standard credits prior to the amendment date plus the total fees payable by you 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 Service Order (including any amendments hereto) for standard credits PLUS, if applicable, fees paid for Advanced Customer Enablement (ACE) services, 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 you during the Initial Term (until you reach the next tier and provided that you enter 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.
- **Migration 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 migration credits specified above at no additional charge. Migration credits will not apply to any other time periods under this Service Order or to any renewal of this Service Order.

- **Overages.** If, at any time, standard credit utilization, aggregated across all instances of the Domo Platform, including the Domo Everywhere suite of services, and all apps, exceeds the specified number of standard credits, Domo will invoice you, and you will pay, for the excess usage at the One-Time Rate. Alternatively, overages will be charged at the applicable tiered rate if, at the time the overages are incurred, you elect to enter into an amendment to extend the term of this Service Order for a total of 36 months.*

*36 months is measured from the closest of (i) the first day of the then-current contract year under this Service Order, (ii) the first day of the next contract year under this Service Order, or (iii) the expiration date of this Service Order.

Contract Rate (USD): \$1.45 (Rate for initial standard credits purchased under this Service Order)

One-Time Rate (USD): \$1.70

Tiered Rates (USD): 36 Months

- \$300,000: \$1.05
- \$450,000: \$1.00

Terms Specific to Legacy Credits

The above Subscription Services include legacy credits that will be applied to Subscriber's pre-existing scheduled dataset updates ("Legacy Content") to allow Subscriber to retain and manage Legacy Content without consuming standard credits. The number of legacy credits specified above is based on a snapshot of Subscriber's current Legacy Content, and, after the allotted legacy credits are consumed, standard credits will apply.

Legacy Content cannot be repurposed for new use cases. Domo actively monitors adjustments made to Legacy Content for any behavior indicating it is being used for a different purpose, such as replacement of dataflow inputs fundamentally changing the underlying data. If Subscriber repurposes any Legacy Content, it will be counted as new content and will consume standard credits. Before designating Legacy Content as repurposed, Domo will notify Subscriber and Subscriber will have 30 days to rectify or dispute the repurposing.

Terms Specific to Base Data Storage Credits

Storage rows consume credits based on the table set forth in the Supplemental Terms. Storage rows first consume materialized row credits or virtual row credits, as applicable, up to the number of materialized row credits and virtual row credits specified above. Storage rows consume standard credits when the monthly allotted number of materialized row credits or virtual row credits, as applicable, have been exhausted. For example, if Subscriber is allocated 10M materialized row credits per month, and the 3rd lowest number of daily materialized storage rows during that month is 15M, Subscriber will have consumed five standard credits for materialized storage rows for that month. Materialized row credits and virtual row credits expire at the end of each month and do not roll over.

Early Termination for Non-Allocation of Funds

This Service Order is for an Initial Term of three year(s); provided, however, that, if sufficient funds are not allocated by the appropriating government agency for the second (7.13.27 – 7.12.28) or third (7.13.28 – 7.12.29) contract year of the Initial Term, then Subscriber may, by emailing written notice of termination for reason of insufficient allocation of funds to orders@domo.com at least 30 days prior to the start of the applicable contract year, terminate this Service Order effective at the end of the then-current contract year. If Subscriber does not send such written notice of termination at least 30 days prior to the start of the applicable contract year, this Service Order will continue in effect for the subsequent contract year.

General Terms and Conditions

- This Service Order is between you (the Subscriber identified above) and Domo, Inc. and is subject to the Service Agreement between us and you (or your affiliate) dated effective July 13, 2026 (the "Service Agreement") attached hereto as Exhibit A.
- You agree to pay the non-refundable fees described in this Service Order. Our invoices to you will include applicable taxes and government charges as well as actual travel expenses we incur in providing professional services and training. This Service Order will automatically renew on the Initial Term End Date for successive 12-month terms unless at least 30 days before the end of the then-current term either party provides written notice to the other party that it does not want to renew.
- This Service Order may be signed using an electronic or handwritten signature, which are of equal effect, whether on original or electronic copies.

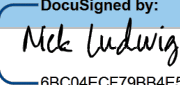
County of Fresno	Domo, Inc.
Signature: By: Garry Bredefeld Date: Title: Chairman of the Board of Supervisors of the County of Fresno	DocuSigned by:  Signature: By: Nick Ludwig Date: 07-Jul-2026 Title: VP, Sales Operations
Billing Address: 2420 Mariposa St Fresno, CA 93721-2204 United States	Address: 802 E. 1050 S. American Fork, UT 84003 United States
Billing Contact: Claudia Favors	Attention: Finance Department
Billing Phone Number: (559) 600-5800	Phone Number: (801) 805-9400
Billing E-Mail Address: cfavors@fresnocountyca.gov	E-Mail Address: orders@domo.com
Project Manager: Michael Miller	Account Executive: Sam Albornoz

Exhibit B

Self-Dealing Transaction Disclosure Form

In order to conduct business with the County of Fresno ("County"), members of a Contractor's board of directors ("County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest."

The definition above will be used for purposes of completing this disclosure form.

Instructions

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit B

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code § 5233 (a)			
(5) Authorized Signature			
Signature:		Date:	

Exhibit C

Insurance Requirements

1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties and without increasing or decreasing the limits of liability set forth in Section 12 of the Domo SaaS Agreement, Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. Blank endorsement to this policy shall apply to the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Technology Professional Liability (Errors and Omissions).** Technology professional liability (errors and omissions) insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and in the aggregate. Coverage must encompass all of the Contractor's obligations under this Agreement, including but not limited to claims involving Cyber Risks.
- (F) **Cyber Liability.** Cyber liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. Coverage must include claims involving Cyber Risks.

Definition of Cyber Risks. "Cyber Risks" include but are not limited to (i) Security Breach, which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) data breach; (iii) breach of any of the Contractor's obligations under [identify the Article, section, or exhibit containing data security obligations] of this Agreement; (iv) system failure; (v) data recovery; (vi) failure to timely disclose data breach or Security Breach; (vii) failure to comply with privacy policy; (viii) [reserved]; (ix) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (x) invasion of privacy, including release of private information; (xi) information theft; (xii) damage to or destruction or alteration of electronic information; (xiii) cyber extortion; (xiv) extortion related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; (xv) fraudulent instruction; (xvi) funds transfer fraud; (xvii) telephone fraud; (xviii) network

Exhibit C

security; (xix) data breach response costs, including Security Breach response costs; (xx) regulatory fines and penalties related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; and (xxi) credit monitoring expenses.

2. Additional Requirements

- (A) **Verification of Coverage.** At any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or HRRiskManagement@fresnoCountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance for all of the coverages required under this Agreement.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy that causes the Contractor to be out of compliance with the insurance coverage requirements hereunder. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change.
- (D) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.
- (E) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure if Contractor fails to cure such failure within 30 days of written notice to Contractor of County's intent to suspend or terminate.

Exhibit D

Data Security

A. Definitions.

Capitalized terms used in this Exhibit D have the meanings set forth in this section A.

“Authorized Employees” means the Contractor’s employees who have access to Personal Information.

“Authorized Persons” means: (i) any and all Authorized Employees; and (ii) any and all of the Contractor’s subcontractors, representatives, agents, outsourcers, and consultants, and providers of professional services to the Contractor, who have access to Personal Information and are bound by law or in writing by confidentiality obligations sufficient to protect Personal Information in accordance with the terms of this Exhibit D.

“Director” means the County’s Director of Information Technology/Chief Information Officer or his or her designee.

“Disclose” or any derivative of that word means to disclose, release, transfer, disseminate, or otherwise provide access to or communicate all or any part of any Personal Information orally, in writing, or by electronic or any other means to any person.

“Person” means any natural person, corporation, partnership, limited liability company, firm, or association.

“Personal Information” means any and all information, including any data provided, or to which access is provided, to the Contractor by or upon the authorization of the County, including but not limited to vital records, that: (i) identifies, describes, or relates to, or is associated with, or is capable of being used to identify, describe, or relate to, or associate with, a person (including, without limitation, names, physical descriptions, signatures, addresses, telephone numbers, e-mail addresses, education, financial matters, employment history, and other unique identifiers, as well as statements made by or attributable to the person); (ii) is used or is capable of being used to authenticate a person (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or personal identification numbers (PINs), financial account numbers, credit report information, answers to security questions, and other personal identifiers); or is personal information within the meaning of California Civil Code section 1798.3,

Exhibit D

subdivision (a), or 1798.80, subdivision (e). Personal Information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records. For clarity, Personal Information as referenced in this Exhibit D 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.

“Privacy Practices Complaint” means a complaint received by the County relating to the Contractor's (or any Authorized Person's) privacy practices, or alleging a Security Breach. Such complaint shall have sufficient detail to enable the Contractor to promptly investigate and take remedial action under this Exhibit D.

“Security Safeguards” means physical, technical, administrative or organizational security procedures and practices put in place by the Contractor (or any Authorized Persons) that relate to the protection of the security, confidentiality, value, or integrity of Personal Information. Security Safeguards shall satisfy the minimal requirements set forth in subsection C.(5) of this Exhibit D.

“Security Breach” means any unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage to, any Personal Information.

“Use” or any derivative thereof means to receive, acquire, collect, apply, manipulate, employ, process, transmit, disseminate, access, store, disclose, or dispose of Personal Information.

B. Standard of Care.

(1) The Contractor acknowledges that, in the course of its engagement by the County under this Agreement, the Contractor, or any Authorized Persons, may Use Personal Information only as permitted in this Agreement.

(2) The Contractor acknowledges that Personal Information is deemed to be confidential information of, or owned by, the County (or persons from whom the County receives or has received Personal Information) and is not confidential information of, or owned or by, the Contractor, or any Authorized Persons. The Contractor further acknowledges that all right, title, and

Exhibit D

interest in or to the Personal Information remains in the County (or persons from whom the County receives or has received Personal Information) regardless of the Contractor's, or any Authorized Person's, Use of that Personal Information.

(3) The Contractor agrees and covenants in favor of the County that the Contractor shall: (i) keep and maintain all Personal Information in strict confidence, using such degree of care under this Subsection B as is reasonable and appropriate to avoid a Security Breach; (ii) Use Personal Information exclusively for the purposes for which the Personal Information is made accessible to the Contractor pursuant to the terms of this Exhibit D; (iii) not Use, Disclose, sell, rent, license, or otherwise make available Personal Information for the Contractor's own purposes or for the benefit of anyone other than the County or its Affiliates, without the County's express prior written consent, which the County may give or withhold in its sole and absolute discretion (or unless County, in its use of the Services, Uses, Discloses, or otherwise makes available Personal Information).

Notwithstanding the foregoing paragraph, in any case in which the Contractor believes it, or any Authorized Person, is required to disclose Personal Information to government regulatory authorities, or pursuant to a legal proceeding, or otherwise as may be required by applicable law, the Contractor shall (a) promptly notify the County of the specific demand for, and legal authority for the disclosure, including providing the County with a copy of any notice, discovery demand, subpoena, or order, as applicable, received by the Contractor, or any Authorized Person, from any government regulatory authorities, or in relation to any legal proceeding, and (b) promptly notify the County before such Personal Information is offered by the Contractor for such disclosure so that the County may seek to obtain a court order or take any other action the County may deem necessary to protect the Personal Information from such disclosure, and the Contractor shall cooperate with the County to minimize the scope of such disclosure of such Personal Information.

The Contractor shall remain liable to the County for the actions and omissions of any Authorized Persons concerning its Use of such Personal Information as if they were the Contractor's own actions and omissions.

C. Information Security.

(1) The Contractor covenants, represents and warrants to the County that the Contractor's

Exhibit D

Use of Personal Information under this Agreement does and shall at all times comply with all federal, state, and local, privacy and data protection laws, as well as all other applicable regulations and directives, including but not limited to California Civil Code, Division 3, Part 4, Title 1.81 (beginning with section 1798.80), and the Song-Beverly Credit Card Act of 1971 (California Civil Code, Division 3, Part 4, Title 1.3, beginning with section 1747), in each case as are applicable to Contractor as the processor of Personal Information in its performance of the Services.

(2) The Contractor covenants, represents and warrants to the County that, as of the Effective Date, the Contractor has not received notice of any violation of any privacy or data protection laws, as well as any other applicable regulations or directives, with respect to its performance of the Services for the County and is not the subject of any pending legal action or investigation by, any government regulatory authority regarding same.

(3) Without limiting the Contractor's obligations under subsection C.(1) of this Exhibit D, the Contractor's (or Authorized Person's) Security Safeguards shall be no less rigorous than accepted industry practices and, at a minimum, include the following: (i) limiting Use of Personal Information strictly to the Contractor's and Authorized Persons' technical and administrative personnel who are necessary for the Contractor's, or Authorized Persons', Use of the Personal Information pursuant to this Agreement (and to the County and Authorized Users (as defined in Exhibit F), and it is County's responsibility to ensure that only Authorized Users Use Personal Information); (ii) ensuring that all of the Contractor's connectivity to the County computing systems will only be through the County's security gateways and firewalls, and only through security procedures approved upon the express prior written consent of the Director; (iii) to the extent that they contain or provide access to Personal Information, (a) securing the Contractor's business facilities, data centers, paper files, servers, back-up systems and computing equipment, operating systems, and software applications, including, but not limited to, all mobile devices and other equipment, operating systems, and software applications with information storage capability; (b) employing adequate controls and data security measures with respect to the Contractor Facilities and Equipment), both internally and externally, designed to protect (1) the Personal Information from potential loss or misappropriation, or unauthorized Use, and (2) the County's operations from

Exhibit D

disruption and abuse; (c) having and maintaining network, device application, database and platform security; (d) maintaining authentication and access controls within media, computing equipment, operating systems, and software applications; and (e) installing and maintaining in all mobile, wireless, or handheld devices a secure internet connection, having continuously updated anti-virus software protection and a remote wipe feature always enabled, all of which is subject to express prior written consent of the Director; (iv) encrypting all Personal Information at advance encryption standards of Advanced Encryption Standards (AES) of 128 bit or higher (a) stored on any mobile devices, including but not limited to hard disks, portable storage devices, or remote installation, or (b) transmitted over public or wireless networks (the encrypted Personal Information must be subject to password or pass phrase, and be stored on a secure server and transferred by means of a Virtual Private Network (VPN) connection, or another type of secure connection, all of which is subject to express prior written consent of the Director); (v) strictly segregating Personal Information from all other information of the Contractor, including any Authorized Person, or anyone with whom the Contractor or any Authorized Person deals so that Personal Information is not commingled with any other types of information; (vi) having a patch management process including installation of all operating system/software vendor security patches; (vii) maintaining appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks of Authorized Employees consistent with applicable law; and (viii) providing appropriate privacy and information security training to Authorized Employees.

(4) During the term of each Authorized Employee's employment by the Contractor, the Contractor shall cause such Authorized Employees to abide strictly by the Contractor's obligations under this Exhibit D. The Contractor further agrees that it shall maintain a disciplinary process to address any unauthorized Use of Personal Information by any Authorized Employees.

(5) The Contractor shall, in a secure manner, backup daily, or more frequently if it is the Contractor's practice to do so more frequently, Personal Information received from the County.

(6) Upon request, the Contractor shall provide the County with the name and contact information for each Authorized Person (including such Authorized Person's work shift, and at least one alternate Authorized Employee for each Authorized Employee during such work shift) who

Exhibit D

shall serve as the County's primary security contact with the Contractor as a contact in resolving the Contractor's and any Authorized Persons' obligations associated with a Security Breach or a Privacy Practices Complaint.

D. Security Breach Procedures.

(1) Promptly, and without undue delay, upon the Contractor's confirmation of a Security Breach, the Contractor shall (a) notify the Director of the Security Breach, such notice to be given first by telephone at the following telephone number, followed promptly by email at the following email address: (559) 600-5900 / fresnoCounty@service-now.com (which telephone number and email address the County may update by providing notice to the Contractor), and (b) preserve all relevant evidence (and cause any affected Authorized Person to preserve all relevant evidence) relating to the Security Breach. The notification shall include, to the extent reasonably known and feasible, the identification of each type and the extent of Personal Information that has been, or is reasonably believed to have been, breached, including but not limited to, subjected to unauthorized Use, Disclosure, or modification, or any loss or destruction, corruption, or damage.

(2) Immediately following the Contractor's notification to the County of a Security Breach, as provided pursuant to subsection D.(1) of this Exhibit D, the Contractor agrees to reasonably cooperate with the County, including, without limitation: (i) reasonably assisting the County in conducting any investigation; and (ii) making available, upon request, relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards, or as otherwise reasonably required by the County. To that end, if the Security Breach was caused by the Contractor's or Authorized Person's negligence, willful misconduct, or breach of this Agreement (a "Contractor-Caused Security Breach"), the Contractor shall, with respect to a Security Breach, be solely responsible for the cost of all notifications required by law and regulation.

(3) The County shall promptly notify the Contractor of the Director's knowledge, or reasonable belief, of any Privacy Practices Complaint, and upon the Contractor's receipt of notification thereof, the Contractor shall promptly address such Privacy Practices Complaint, including taking any corrective action under this Exhibit D, and if such Privacy Practices Complaint

Exhibit D

arises from a Contractor-Caused Security Breach, corrective action shall be at the Contractor's sole expense, in accordance with applicable privacy rights, laws, regulations and standards., Promptly upon receiving the Privacy Practices Complaint, the Contractor shall investigate and notify the County whether it believes the matter is a Security Breach, or otherwise has been corrected and the manner of correction, or determined not to require corrective action and the reason therefor.

(4) The Contractor shall take prompt corrective action to respond to and remedy any Contractor-Caused Security and take reasonable mitigating actions designed to prevent any reoccurrence of the Security Breach and correcting any deficiency in Security Safeguards as a result of such incident, all at the Contractor's sole expense, in accordance with applicable privacy rights, laws, regulations and standards. The Contractor shall reimburse the County for the following reasonable costs incurred by the County in responding to, and mitigating damages caused by, any Contractor-Caused Security Breach: (1) the cost of providing affected individuals with credit monitoring services for a specific period not to exceed 12 months, to the extent the incident is reasonably likely to a compromise of the data subject's credit or credit standing; (2) call center support for such affected individuals for a specific period not to exceed thirty (30) days; and (3) the cost of any measures required under applicable laws.

E. Oversight of Security Compliance.

(1) The Contractor shall have and maintain a written information security policy that specifies Security Safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.

(2) Upon the County's written request, to confirm the Contractor's compliance with this Exhibit D, as well as any applicable laws, regulations and industry standards, the Contractor grants the County or, upon the County's election, a third party on the County's behalf, permission to perform an assessment, audit, examination or review of all controls in the Contractor's physical and technical environment in relation to all Personal Information that is Used by the Contractor pursuant to this Agreement in the form of review of Contractor's annual SOC2, Type 2 audit report, ISO 27001 certification, and such other independent assessments that Contractor makes generally

Exhibit D

available to its customers (collectively, the “Independent Assessments”). The Contractor shall provide the County with the Independent Assessments that assess the effectiveness of the Contractor’s information security program as relevant to the security and confidentiality of Personal Information Used by the Contractor or Authorized Persons during the course of this Agreement under this Exhibit D upon request.

(3) The Contractor shall ensure that all third-party Authorized Persons who Use Personal Information agree to security terms at least as protective as the data security terms in this Exhibit D as are applicable to the scope of the Authorized Persons’ services by incorporating the relevant provisions of these provisions into a valid and binding written agreement between the Contractor and such Authorized Persons, or amending any written agreements to provide same.

F. Return or Destruction of Personal Information.

Upon the termination of this Agreement, the Contractor shall, and shall instruct all Authorized Persons to, promptly return to the County or securely destroy all such Personal Information, and certify in writing to the County upon request that such Personal Information have been returned to the County or disposed of securely, as applicable. If return or disposal of such Personal Information or copies of Personal Information is not feasible, the Contractor shall notify the County accordingly, specifying the reason, and continue to extend the protections of this Exhibit D to all such Personal Information and copies of Personal Information. The Contractor shall not retain any copy of any Personal Information after returning or disposing of Personal Information as required by this section F. The Contractor’s obligations under this section F survive the termination of this Agreement and apply to all Personal Information that the Contractor retains if return or disposal is not feasible and to all Personal Information that the Contractor may later discover.

G. Equitable Relief.

The Contractor acknowledges that any breach of its covenants or obligations set forth in this Exhibit D may cause the County irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the County is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other

Exhibit D

remedy to which the County may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available to the County at law or in equity or under this Agreement.

H. Indemnification.

The Contractor shall defend and indemnify the County, its officers, employees, and agents, (each, a “**County Indemnitee**”) from and against any and all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, fines, and penalties reasonable (including regulatory fines and penalties), reasonable costs or expenses, including attorney’s fees and costs, incurred by County Indemnites arising out of or resulting from any third party claim or action against any County Indemnitee arising out of or based upon a Contractor-Caused Security Breach. The provisions of this section H do not apply to the extent the claim is based upon or arises out of acts or omissions of the County. The provisions of this section H are cumulative to any other obligation of the Contractor to defend, indemnify, or hold harmless any County Indemnity under this Agreement. The provisions of this section H shall survive the termination of this Agreement. The County must: (i) give Contractor prompt written notice of the claim; (ii) grant Contractor 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 Contractor may reasonably request. The County shall not defend or settle any claim under this section H without Contractor’s prior written consent. The County may participate in the defense of the claim at its own expense and with counsel of its own choosing on a monitoring and non-controlling basis.

I. Survival.

The respective rights and obligations of the Contractor and the County as stated in this Exhibit D shall survive the termination of this Agreement.

J. No Third Party Beneficiary.

Nothing express or implied in the provisions of in this Exhibit D is intended to confer, nor shall anything herein confer, upon any person other than the County or the Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

L. Limited County Warranty.

Exhibit D

The County is responsible for the content, accuracy, availability, appropriateness, and legality of Personal Information and for the County's use of Personal Information with the Services. Except as specified in the Domo SaaS Agreement, the County does not make any warranty or representation whether any Personal Information in the Contractor's (or any Authorized Person's) possession or control or Use by the Contractor (or any Authorized Person), pursuant to the terms of this Agreement is or will be secure from unauthorized Use, or a Security Breach or Privacy Practices Complaint.

Exhibit E

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) BUSINESS ASSOCIATE AGREEMENT

I. County is a “Covered Entity,” and Contractor is a “Business Associate,” as these terms are defined by 45 CFR 160.103. In connection with providing services under the Agreement, the parties anticipate that Contractor will receive Protected Health Information (“PHI”) from or on behalf of County. The parties enter into this Business Associate Agreement (BAA) to comply with the Business Associate requirements of HIPAA, to govern the use and disclosures of PHI under this Agreement. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and 164.

The parties to this Agreement shall be in strict conformance with all applicable federal and State of California laws and regulations, including, but not limited to California Welfare and Institutions Code sections 5328, 10850, and 14100.2 *et seq.*; 42 CFR 2; 42 CFR 431; California Civil Code section 56 *et seq.*; the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”), including, but not limited to, 45 CFR Parts 160, 45 CFR 162, and 45 CFR 164; the Health Information Technology for Economic and Clinical Health Act (“HITECH”) regarding the confidentiality and security of patient information, including, but not limited to 42 USC 17901 *et seq.*; and the Genetic Information Nondiscrimination Act (“GINA”) of 2008 regarding the confidentiality of genetic information, in each case to the extent applicable to the respective party.

Contractor, as a business associate of County, may use or disclose Protected Health Information (“PHI”) to perform functions, activities or services for or on behalf of County, as specified in this Agreement. The uses and disclosures of PHI shall be limited to performance of the Services, except that Contractor may use PHI as authorized for management, administrative or legal responsibilities of Contractor.

II. Contractor shall implement appropriate administrative and technical measures designed to protect, from unauthorized access, use, or disclosure of names and other identifying information concerning persons receiving services pursuant to this Agreement, except where permitted in order to carry out data aggregation purposes for health care

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operations. (45 CFR Sections 164.504 (e)(2)(i), 164.504 (3)(2)(ii)(A), and 164.504 (e)(4)(i).) This pertains to any and all persons receiving services pursuant to a County funded program. Contractor shall not use such identifying information for any purpose other than carrying out Contractor's obligations under this Agreement.

III. Contractor shall not disclose any such identifying information to any person or entity, except as otherwise specifically permitted by this Agreement, authorized by law, or authorized by the client/patient.

IV. For purposes of the above sections, identifying information shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print, or a photograph.

V. Contractor shall promptly provide access, at the request of County, to PHI in a designated record set (as defined in 45 CFR Section 164.501), to County in order to meet the requirements of 45 CFR Section 164.524 regarding access by individuals to their PHI.

Contractor shall promptly make any amendment(s) to PHI in a designated record set at the request of County in accordance with 45 CFR Section 164.526.

Contractor shall promptly provide to County information collected in accordance with 45 CFR Section 164.528 to permit County to respond to a request by the individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

VI. Contractor shall report to County, in writing, any knowledge or reasonable belief that there has been unauthorized access, viewing, use, disclosure, or loss of PHI not permitted by this Agreement, and any such unauthorized access, viewing, use, disclosure, or loss of unsecured PHI of which it becomes aware (collectively, a "HIPAA Breach"), promptly and without reasonable delay and in no case later than two (2) business days of discovery. Such notification shall be made to County's Information Security Officer (OIS@fresnocountyca.gov) and Privacy Officer and DBH's HIPAA Representative (helpdesk@fresnodbh.freshservice.com) via email, within two (2) business days of discovery. The notification shall include, to the extent known and feasible, the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, used, disclosed, or lost. Unless the HIPAA breach was caused by the County or its Authorized Users. Contractor shall take prompt

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corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required of Business Associates by applicable Federal and State Laws and regulations. Contractor shall investigate such HIPAA Breach and shall reimburse County for all reasonable costs of providing all notifications required by applicable law and regulation and shall provide a written report of the investigation and reporting required to County’s Information Security Officer and Privacy Officer and DBH’s HIPAA Representative.

This written investigation and description of any reporting necessary shall be provided promptly upon the County’s request to the addresses below:

County of Fresno	County of Fresno	County of Fresno
Department of Public Health	Department of Public Health	Office of Information Security
HIPAA Representative	Privacy Officer	Chief Information Security Officer
(559) 600-6439	(559) 600-6405	(559) 600-5810
P.O. Box 11867	P.O. Box 11867	333 W. Pontiac Way
Fresno, California 93775	Fresno, California 93775	Clovis CA, 93612

VII. Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from County or created or received by Contractor on behalf of County, available to the United States Department of Health and Human Services upon demand.

VIII. Safeguards

Contractor shall implement administrative, physical, and technical safeguards as required by 45 CFR 164.308, 164.310, and 164.312 that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI, including electronic PHI, that it creates, receives, maintains or transmits on behalf of County, and that are designed to prevent access, use or disclosure of PHI other than as provided for by this Agreement. Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of

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Contractor's operations and the nature and scope of its activities. Upon County's request, Contractor shall provide County with reasonable information concerning such safeguards in the form of a copy of Domo's annual SOC2 audit report and ISO 27001 certification.

Contractor shall implement/make available strong access controls and other security safeguards and precautions in order to restrict logical and physical access to confidential, personal (e.g., PHI) or sensitive data to authorized users only.

IX. Mitigation of Harmful Effects

Contractor shall mitigate, to the extent commercially reasonable and practicable, any materially harmful effect that is known to Contractor of a HIPAA Breach caused by Contractor or its subcontractors in violation of the requirements of these provisions.

X. Contractor's Subcontractors

Contractor shall ensure that any of its subcontractors, if applicable, to whom Contractor provides PHI received from or created or received by Contractor on behalf of County, agree to substantially equivalent restrictions and conditions that apply to Contractor with respect to such PHI under this Exhibit.

XI. Effect of Termination

Upon termination or expiration of this Agreement for any reason, Contractor shall return or destroy all PHI received from County (or created or received by Contractor on behalf of County) that Contractor still maintains in any form and shall retain no copies of such PHI. If return or destruction of PHI is not feasible, it shall continue to extend the protections of these provisions to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents, if applicable, of Contractor. If Contractor destroys the PHI data, a certification of date and time of destruction shall be provided to County by Contractor upon request.

XII. Interpretation

The terms and conditions in these provisions shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable State

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laws. The parties agree that any ambiguity in the terms and conditions of these provisions shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.

XIII. Regulatory References

A reference in the terms and conditions of these provisions to a section in the HIPAA regulations means the section as in effect or as amended.

XIV. Survival

The respective rights and obligations of Contractor as stated in this Section shall survive the termination or expiration of this Agreement.

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Domo Software as a Service Agreement

This Agreement ("Domo SaaS Agreement") governs your license to and use of our services.

BY ACCEPTING THIS Domo SaaS Agreement, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE, EXECUTING A SERVICE ORDER THAT REFERENCES THIS Domo SaaS Agreement, OR USING ANY SUBSCRIPTION SERVICES, YOU AGREE TO THE TERMS OF THIS Domo SaaS Agreement. IF YOU ARE ENTERING INTO THIS Domo SaaS Agreement ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS Domo SaaS Agreement AND MAY NOT USE THE SUBSCRIPTION SERVICES. IF YOU REGISTER FOR USE OF A FREE TRIAL OR FREE VERSION OF THE SUBSCRIPTION SERVICES, THE APPLICABLE PROVISIONS OF THIS Domo SaaS Agreement ALSO GOVERN YOUR USE OF THOSE SERVICES.

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, collectively, the Primary Agreement and this Domo SaaS Agreement. For clarity, reference in this Domo SaaS Agreement to this Agreement" includes both this Domo SaaS Agreement and the Primary Agreement and all other Exhibits to the Primary 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 earlier of (a) the effective date of the first Service Order referencing this Agreement and (b) the date you first access a Subscription Service.

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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.

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1.16 "Technical Support Services" means our then-current technical support services offering, as described at <https://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 subscriber named on the Service Order or, for online orders, the company or other legal entity on whose behalf the individual indicating acceptance of this Agreement is acting. 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

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Additional Terms at <https://www.domo.com/company/free-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, as they are on the date the Free Account Services are provided, 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

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(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 Embed, 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

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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 and 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

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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 Embed Subscription Services. If the Subscription Services under a Service Order include a subscription to the Domo Embed service, the terms of this Section 3.5 apply. If your Domo Embed subscription includes Domo Embed 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 Embed 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 Embed 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

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(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 the 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 SERVICES 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

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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 the Subscription 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 or payable under a Service Order. 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

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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 Late Payment. Without limiting our other rights or remedies, any amount not subject to a good faith dispute and not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded monthly from the date due until the date paid, and you will reimburse us for any costs or expenses (including but not limited to reasonable attorneys' fees) incurred by us to collect any such amount. Amounts due from you under this Agreement or a Service Order may not be withheld or offset by you against amounts due to you for any reason.

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

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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 commences on the Effective Date and continues until terminated in accordance with the terms of Section 6.2. Each Service Order commences on the effective date specified in the Service Order and, unless earlier terminated for cause pursuant to Section 6.2, continues for the initial term specified in such Service Order and any renewal terms. Unless otherwise specified in the applicable Service Order, each Service Order will automatically renew for additional successive one-year terms unless at least 30 days before the end of the then-current term either party provides written notice to the other party of non-renewal.

6.2 Termination. Subject also to Article 6 of the Primary Agreement, 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 if the other party does not cure its material breach of this Agreement or the applicable Service Order within 30 days of receiving written notice of the breach from the non-breaching party. 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

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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.

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

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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.

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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 reoccurrence, 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 Agreement. 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 <https://www.domo.com/company/dpa> ("GDPR DPA"), together with the Standard Contractual Clauses and Appendices, as applicable, form a part of and

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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 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.).

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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

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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

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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. This 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

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.

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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 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 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

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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.

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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 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

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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 South, 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 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.

Exhibit F

14.14 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. The existence and outcome of any action or dispute will be maintained as Confidential Information of both parties. 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. Furthermore, this Section does not prohibit any action by us to collect amounts not paid to us when due.

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 or 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. 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, the change will become effective only upon renewal of your current Service Order or entry into a new Service Order. Immaterial modifications and urgent material modifications (e.g., due to changes in the law or other exigent circumstances) 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.

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.

Exhibit F

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 any 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.