



# Domo Tiered Customer Referral Program

## TERMS & CONDITIONS

Domo ("Domo," "we," "us") offers you the opportunity to earn rewards by referring friends and colleagues to try Domo's BI platform (the "Service"). Through your participation in the Domo Tiered Customer Referral Program (the "Program"), you may be eligible for an e-gift card redeemable at various third-party merchants ("e-Gift Card") for each Qualified Referral, and additional rewards for multiple Qualified Referrals, as set forth below. We reserve the right to terminate, change, or suspend the Program at any time for any reason.

These Terms and Conditions (these "Terms"), together with any documents expressly incorporated herein by reference, govern your participation in the Program. By participating in the Program, you agree to these Terms. If you do not agree to these Terms, you cannot participate in the Program. You also cannot participate in the Program if in so doing you would violate any applicable law.

## ELIGIBILITY

The Program is void where such referral programs are prohibited by applicable law. You are eligible to participate in the Program if: (i) you have received an email from Domo inviting you to participate in the Program and you opt-in to participate in the Program by completing the form on [domo.com/referral](https://domo.com/referral) to receive your unique referral link (a "Referral Link"); (ii) you are at least 18 years old and legally able to participate in the Program, (iii) you are located in the U.S., (iv) you are not a Domo employee or an immediate family or household member of a Domo employee, and (v) you are not an employee, immediate family, or household member of a Domo partner. To participate in the Program, you must be an individual, not a company. You must not engage in spamming, creating fake accounts, harassing potential referrals, or other unfair or illegal practices.

## HOW REFERRALS WORK

You may share your Referral Link with as many potential Referrals as you choose (subject to these Terms). You should only send your Referral Link to persons who have given you prior permission and you agree to use best efforts to distribute your Referral Link only to Qualified Referrals. You must comply with Domo's Privacy Policy available at [domo.com/company/privacy-policy](https://domo.com/company/privacy-policy), which is incorporated herein by this reference.

## REFERRAL REWARDS

By providing your Referral Link to a Qualified Referral, you will be eligible for the following rewards based on the outcome of the Qualified Referral's contact with Domo:

- 1. \$50 e-Gift Card:** If a Qualified Referral completes the referral form at the Referral Link, you will receive an e-Gift Card worth \$50.

2. **\$150 e-Gift Card:** Once a Qualified Referral completes the referral form at the Referral Link, Domo will contact the Qualified Referral to arrange a sales call or meeting. If a Qualified Referral (or another person with decision-making authority as to purchase of the Service by the Prospective Customer who is introduced to Domo by the Qualified Referral) participates in and completes a bona fide call or meeting with an Account Executive (AE) and the AE assumes ownership of the opportunity within six months of the date the Qualified Referral completes the referral form at the Referral Link, you will receive an e-Gift Card worth \$150.
3. **\$300 e-Gift Card:** If a Prospective Customer becomes a new Domo customer by entering into an agreement with Domo for the Service within 12 months of the date the Qualified Referral completes the referral form at the Referral Link (a "Qualifying Agreement"), you will receive an e-Gift Card worth \$300.
4. **Additional Rewards for Multiple Referrals:**
  - A. If three Prospective Customers enter into Qualifying Agreements, you will receive a pair of custom Domo-branded Nike sneakers;
  - B. If five Prospective Customers enter into Qualifying Agreements, you will receive a Traeger Grill (Pro 780 or equivalent);
  - C. If ten or more Prospective Customers enter into Qualifying Agreements, you will receive a trip to Domo's headquarters in Utah, inclusive of airfare, two-nights' hotel, and activities arranged and paid for by Domo. Other expenses incurred by the trip recipient are the recipient's responsibility.

## QUALIFIED REFERRAL CRITERIA

You will be eligible for an e-Gift Card and the other rewards described in these Terms only if the Referral is a Qualified Referral. A "Referral" is an individual who uses your Referral Link to request further information about Domo. A "Qualified Referral" is a Referral who meets all of the following criteria:

1. The Referral has decision-making authority regarding the prospective purchase of the Service on behalf of the entity with whom the Referral is employed ("Prospective Customer");
2. Domo has not had previous contact with the Referral or the Prospective Customer;
3. Domo is first introduced to the Referral and the Prospective Customer through the Referral's completion of the online referral form accessed through your Referral Link and not through any other channel or source; and
4. The Prospective Customer has a relevant project or need, a defined business leader, and a time frame for the project, and is in a position to allocate budget.

You cannot refer yourself or be a Referral for another participant in the Program. If a Referral receives more than one Referral Link, Domo will provide the e-Gift Card(s) to the person whose Referral Link is used by the Referral to access the completed referral form. Domo in its sole discretion will determine whether a Referral qualifies as a Qualified Referral.

## PRIVACY

The personal information Domo collects, processes and uses as part of the Program will be used in accordance with Domo's Privacy Policy available at [domo.com/company/privacy-policy](https://domo.com/company/privacy-policy).

## **HOW GIFT CARDS AND OTHER REWARDS ARE AWARDED**

If all conditions have been met for award of an e-Gift Card, the e-Gift Card will be awarded and sent to the email address you provided when you joined the Program generally within 30 days of the qualifying outcome. E-Gift Cards are administered through Alyce. Domo, in its sole discretion, may withhold or invalidate any referral it deems fraudulent, suspect, or in violation of these Terms and may withhold an e-Gift Card if it believes awarding the e-Gift Card will impose liability on Domo or its affiliates. For the additional rewards for multiple referrals, a Domo representative will contact you within 30 days of eligibility (i.e., after three, five, or ten Qualifying Agreements have been signed by your Qualified Referrals).

## **ACCEPTANCE OF GIFT CARDS AND OTHER REWARDS**

e-Gift Cards may only be used according to Alyce's terms and conditions. Referral e-gift cards and other rewards may not be transferred or traded and may not be redeemed for cash or traded, sold or auctioned.

## **REFERRER'S CODE OF CONDUCT; NO BULK DISTRIBUTION (SPAM)**

You agree not to use the Program to:

- Violate the intellectual property rights of Domo;
- Spam or otherwise create bulk distributions of your Referral Link;
- Collect or attempt to collect personal data about users of the Service or potential referrals;
- Engage in any actions that are designed to disrupt or undermine the Program;
- Make attempts to gain unauthorized access to the Service or other software for any reason;
- Transmit files that contain bots, viruses, worms, Trojan horses, or any other file that could contaminate or otherwise destroy the Service or any of Domo's intellectual property;
- Engage in illegal or unsportsmanlike activities;
- Engage in behavior that could be considered harassment toward other persons or that is otherwise intended to annoy or harass others; or
- Engage in actions that disparage or malign or call into question Domo's reputation as determined in Domo's sole discretion.

You understand that you are the actual sender of the emails containing your Referral Link. Any email you send to potential Referrals must be created and distributed in a personal manner that is appropriate and customary for communications with friends and colleagues. Bulk email distribution, use of any automated system to generate referrals, distribution to strangers, or any other activities in violation of anti-spam laws or any other applicable laws or regulations is strictly prohibited, and, if discovered, will result in immediate disqualification from participation in the Program.

## **LIABILITY RELEASE**

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, BY PARTICIPATING IN THE PROGRAM YOU AGREE TO RELEASE AND HOLD HARMLESS DOMO AND ITS AFFILIATES AND ITS AND THEIR EMPLOYEES, DIRECTORS, OFFICERS, VENDORS, ALYCE AND THIRD-PARTY ISSUERS OF GIFT CARDS, SHAREHOLDERS, AGENTS, AND OTHER REPRESENTATIVES (COLLECTIVELY, THE "Released Parties"), FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LOSSES, LIABILITIES, COSTS OR EXPENSES CAUSED BY, ARISING OUT OF, OR RELATED TO YOUR PARTICIPATION IN THE PROGRAM

OR USE OR MISUSE OF ANY GIFT CARD, INCLUDING BUT NOT LIMITED TO ANY PROPERTY LOSS, PERSONAL INJURY OR DEATH CAUSED TO ANY PERSON(S).

Except to the extent prohibited by applicable law, the Released Parties are not liable for: (i) delayed, stolen, misdirected, incomplete unreadable, inaccurate, or unintelligible referral information; (ii) late, lost, delayed, stolen or misdirected e-Gift Cards; (iii) computer hardware or software or technical difficulties, including but not limited to computer malfunctions, lost connections, disconnections, delays or transmission errors; (iv) data corruption, theft, destruction, unauthorized access to or alteration of personal information or other materials; (v) any injuries, losses or damages of any kind resulting from acceptance, possession or use of a e-Gift Card or participation in the Program; or (vi) any printing, typographical, administrative or technological errors in any websites or materials associated with the Program.

AS A CONDITION OF PARTICIPATING IN THE PROGRAM, EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, YOU AGREE THAT IN NO EVENT WILL DOMO OR ANY OTHER RELEASED PARTIES BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR PARTICIPATION, OR INABILITY TO PARTICIPATE, IN THE PROGRAM, OR YOUR USE, OR INABILITY TO USE ANY e-GIFT CARDS OR ANY OTHER SERVICES OR ITEMS OBTAINED IN RELATION TO THE PROGRAM, INCLUDING BUT NOT LIMITED TO ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, OR LOSS OF DATA, WHETHER CAUSED BY TORT, NEGLIGENCE, BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## **INAPPROPRIATE BEHAVIOR**

Domo may prohibit anyone from participating in the Program or receiving an e-Gift Card or other reward if we determine such participant is attempting to undermine the fairness, integrity or legitimate operation of the Program or annoy, abuse, threaten or harass Domo or any person or entity (whether or not enrolled in the Program). Domo reserves the right at any time to disqualify any participants, cancel any e-Gift Cards or other rewards, disable or suspend any accounts, and contact legal authorities (including law enforcement), if we discover a participant is tampering with the referral process or the operation of the Program or violating these Terms.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE PROGRAM. SHOULD SUCH AN ATTEMPT BE MADE, DOMO RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION.

## **GEOGRAPHIC RESTRICTIONS**

Domo is based in the state of Utah in the United States. We are providing the Program only for persons located in the United States. We make no claims that the Program is accessible or appropriate outside of the United States. Participation in the Program may not be legal by

certain persons or in certain countries. If you participate in the Program from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

## **RIGHT TO MODIFY OR TERMINATE**

We reserve the right to change these Terms at any time in our sole discretion. Please check the terms of these Terms periodically for changes. Except to the extent prohibited by applicable law, any changes to these Terms will become effective upon publication. Disputes arising under these Terms will be resolved in accordance with the version of these Terms that was in effect at the time the dispute arose.

## **GOVERNING LAW AND JURISDICTION**

All matters relating to the Program and these Terms, and any dispute or claim arising therefrom or related thereto, including without limitation any non-contractual disputes or claims, will be governed by and construed in accordance with the laws of the state of Utah without giving effect to any choice or conflict of law provisions (whether of the state of Utah or any other jurisdiction).

Unless Domo requires submission to arbitration as provided below, any legal claim, action or proceeding arising out of or related to these Terms or the Program will be instituted exclusively in the federal courts of the United States or the courts of the state of Utah, in each case located in Salt Lake City, Utah. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts. We retain the right to bring any claim, action or proceeding against you for breach of these Terms in your place of residence or any other relevant jurisdiction.

## **ARBITRATION**

At our sole discretion, we may require you to submit any disputes arising from these Terms or participation in the Program, including disputes arising from or concerning interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration in Salt Lake City, Utah under the Rules of Arbitration of the American Arbitration Association applying Utah law.

## **LIMITATION ON TIME TO FILE CLAIMS**

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OR THE PROGRAM MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

## **DISCLAIMER OF WARRANTIES**

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, DOMO HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND WITH RESPECT TO THE PROGRAM, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## **TAXES**

The value of the e-Gift Cards and other rewards available through the Program may be taxable income to you, and Domo may be required to send you a Form 1099-MISC and you must complete it and file it with the IRS. You are responsible for any federal or state taxes resulting from receipt of e-Gift Cards and other rewards.

## **MISCELLANEOUS**

Domo's failure to enforce any term of these Terms shall not constitute a waiver of that provision. If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of these Terms will continue in full force and effect.

*Updated 04/11/22*