

Partner Events 2025 Terms and Conditions

(Last updated: February 20, 2025)

THESE PARTNER EVENTS 2025 TERMS AND CONDITIONS ("TERMS" OR "AGREEMENT") GOVERN YOUR REGISTRATION AND PARTICIPATION IN DOMO'S PARTNER EVENTS, TO BE HELD IN 2025. THIS AGREEMENT IS BETWEEN YOU (THE INDIVIDUAL ACCEPTING THESE TERMS AND, IF APPLICABLE, THE COMPANY OR OTHER LEGAL ENTITY FOR WHICH YOU ARE ACCEPTING THESE TERMS) AND DOMO, INC., A UTAH CORPORATION WITH OFFICES AT 802 EAST 1050 SOUTH, AMERICAN FORK, UTAH 84003.

By registering for a Partner Event you are agreeing to the terms set forth below, which include by reference the Partner Event participation guidelines made available to you or provided to you by Domo.

REGISTRATION AND YOUR PERSONAL INFORMATION

All individuals attending a Partner Event ("Attendees") must be registered for a Partner Event. To register for a Partner Event, you must provide the required registration information, which may include personal information such as, name, photo, company, address, job title, and phone number. Domo reserves the right to cancel or terminate any registration at any time in its sole discretion. Domo may share your registration information with Domo partners participating in a Partner Event. You will receive a registration confirmation email at the email address you provided during registration.

By supplying your personal information, you authorize Domo and its agents to contact you via email, phone or mail about the Partner Event and other Domo products and services, including product releases and upgrades, seminars, events, surveys, trainings, and special offers. Domo will use the data you have provided in accordance with the Domo Privacy Policy, provided at: <http://www.domo.com/company/privacy-policy>. You understand that you will have the opportunity to opt-out of future communications.

PAYMENT

If Attendees require travel to attend a Partner Event, all reservations and travel costs and expenses are the responsibility of the Attendee.

ATTENDEE CODE OF CONDUCT

By attending a Partner Event, you agree to comply with the Attendee's Code of Conduct attached to these Terms and Conditions as Exhibit A.

ASSUMPTION OF RISK

Event materials may contain links to third party sites. Such linked sites are not under the control of Domo and Domo is not responsible for the content of any linked site or any link contained in a linked site. Domo reserves the right to remove any links at any time. Domo does not endorse the companies or products to which it links. If you decide to access any of the third party sites linked you do so entirely at your own risk.

Your participation in and attendance of a Partner Event is completely voluntary. Domo does not guarantee admittance to any specific event and reserves the right to refuse admittance to any session, keynote or event to any Attendee, at its sole discretion. Unless specified otherwise, all events are seated on a first-come first-served basis. You accept and assume all risks of any and all personal injury or damage to your personal property while attending a Partner Event or using any affiliated services. You hereby release, waive, covenant not to sue, and discharge Domo, its administrators, directors, agents, officers, employees, other participants, sponsors, affiliates and event holders from all liability, claims or obligations of any kind in connection with my participation in the Activity, both known or unknown, both present and future, that arise from, during or because of my participation in the Activity.

PUBLICITY RELEASE

Domo or others on behalf of Domo, will be photographing, audio and video recording, webcasting, and podcasting at Partner Event venues and events. This includes, but is not limited to the technical session, keynotes, and cocktail reception. You agree that Domo may use and share without compensation, your image or likeness, if captured, in connection with any advertising or promotional content, program, or material for Partner Events, Domo and Domo business and projects, or for any other lawful purpose, including by posting on public websites. Domo is not, however, obligated to make any use of your image, name or likeness, or exercise any of the rights granted to it. You also understand that your image may appear in Partner Event photos made available to you, other attendees, or the public, and that these

third-parties may retain and distribute those photos. Attendees grant Domo and its agents, assignees, and transferees the worldwide right to use, copy, distribute, exhibit, broadcast, transmit, perform, publish, and display the photos/videos of Attendees, with or without names and biographic material, in any media including in print and electronic. Domo may use the photos/videos for any lawful purpose including, but not limited to, publicity, marketing, and advertising.

FORWARD LOOKING STATEMENTS

Some of the Partner Event presentations and sessions may contain projections or other forward-looking statements regarding future events or the future financial performance of Domo, its partners and affiliates. Words such as "expects," "goals," "plans," "believes," "continues," "may," and variations of such words and similar expressions identify forward looking statements. In addition, any statements that refer to or may imply future financial performance, our anticipated growth and trends in our businesses, and other characterizations of future events or circumstances are forward-looking statements. All such statements that are not historical facts are based on our current expectations and are subject to a number of risks and uncertainties, and the actual events or results may differ materially.

INDEMNIFICATION

You agree to defend, indemnify, and hold Domo harmless against any actual or threatened third party claim, proceeding, loss, liability, or damage, including reasonable attorney's fees and expenses, arising from your participation in a Partner Event and its affiliated activities and services.

WARRANTIES AND LIABILITY LIMITS

DOMO MAKES NO WARRANTIES OF ANY KIND WITH RESPECT TO THE EVENT OR EVENT REGISTRATION, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND DOMO SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

DOMO WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO YOU FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS

EVENT AND THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF DOMO IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. UNDER NO CIRCUMSTANCES WILL DOMO'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THE PARTNER EVENT OR THIS AGREEMENT, REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE AMOUNTS \$1,000.00.

CHANGES TO THESE TERMS

Domo may make changes to these Terms from time to time. When these changes are made, Domo will make the updated copy of these Terms available with a notation indicating the date on which the Terms were last updated. Remember to check the Partner Event site for updates. You understand and agree that if you participate in a Partner Event after the date on which the Terms have changed, your participation will signify acceptance of the updated Terms.

GENERAL TERMS

These Terms and any disputes arising out of or related hereto, shall be governed exclusively by the internal laws of the State of Utah and controlling United States federal law, without regard to their conflict of laws rules or the United Nations Convention on the International Sale of Goods.

The state and federal courts located in Utah County, Utah shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to these Terms. Each party hereby consents to the exclusive jurisdiction of such courts.

No failure or delay by either party in exercising any right under these Terms constitutes a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

If any provision in these Terms is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms shall remain in effect.

You may not assign any of your rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent Domo. Domo's sole remedy for any purported assignment in breach of this paragraph shall be termination of this Agreement and nonparticipation in the Event. Domo may assign these Terms, in whole or in part, as necessary for the execution of the Event without your consent and at its sole discretion. Subject to the foregoing, these Terms shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

These Terms constitutes the entire agreement between the parties in relation to the Event and Event Registration and supersedes all prior and contemporaneous terms, agreements, proposals or representations, written or oral, concerning its subject matter.

EXHIBIT A

PARTNER EVENT 2025 ATTENDEE CODE OF CONDUCT

PURPOSE

Domo is committed to providing a friendly, safe and welcoming environment for all, regardless of gender, sexual orientation, disability, ethnicity, or religion. This code of conduct outlines our expectations for participant behavior. Domo invites all sponsors, volunteers, speakers, attendees, vendors, and other participants to help us realize a safe and positive conference experience for everyone.

SCOPE

Conference participants (sponsors, volunteers, speakers, attendees, vendors, and other guests) will abide by this code of conduct at all conference venues and conference-related social events.

EXPECTED BEHAVIOR

Be welcoming. Partner Events are an all-inclusive environment with people from different backgrounds and points of view. Everyone should feel welcome regardless of their accomplishments, prominence, success, knowledge, or years of experience.

Be respectful, considerate and collaborative. Personal differences are no excuse for poor behavior, bad manners or personal attacks. It's important to remember that an environment where people feel uncomfortable or threatened is not a productive one. Help us make this a diverse conference where people can collaborate and share ideas without fear of backlash or ridicule.

Be careful with the words that you choose. We are professionals, and we conduct ourselves professionally. Be kind to others. Do not insult or put down others. Harassment and other exclusionary behaviors aren't acceptable, including, but not limited to: (i) violent threats or language directed against another person, (ii) sexist, racist, or otherwise discriminatory jokes and language, (iii) inappropriate use of nudity, sexual images, and/or sexual innuendo (including presentation slides), (iv) strong or excessive profanity, (v) deliberate intimidation, stalking or following, (vi) harassing photography or recording, (vii) sustained disruption of talks or other events, (viii) personal insults, especially those using racist or sexist terms, (ix) inappropriate physical contact or unwelcome sexual attention, (x) advocating for, or encouraging, any of the above behavior, and (xi) repeated harassment of others. In general, if someone asks you to stop, then stop.

When we disagree, try to understand why. Disagreements happen, and it is important that we resolve differing views constructively. The strength of our Partner Events comes from its attendees with a wide range of backgrounds. Different people have different perspectives., and we should seek to understand attendees who hold perspectives different from our own.

CONSEQUENCES OF UNACCEPTABLE BEHAVIOR

Unacceptable behavior by attendees, organizers, speakers, volunteers, venue staff, sponsors, or other patrons of a Partner Event will not be tolerated. Anyone asked to stop unacceptable behavior is expected to comply immediately. If anyone engages in unacceptable behavior, Domo may take any action deemed appropriate, including expulsion from Domopalooza, without warning or refund, and the possibly of exclusion from future Domo events.

WHAT TO DO IF YOU WITNESS OR ARE SUBJECT TO UNACCEPTABLE BEHAVIOR

If you are or someone else is being subject to unacceptable behavior, or you encounter something that makes you uncomfortable, contact a member of a Partner Event staff as soon as possible. The Partner Event staff will be wearing name badges. We will make every effort to handle concerns as respectfully, privately, and confidentially as possible.

Partner Event staff will be happy to help participants contact venue security or local law enforcement, provide escorts, or otherwise assist those experiencing harassment to feel safe for the duration of the event. We value your attendance.