

DOMO SERVICES DATA PROCESSING ADDENDUM

(EU, SWITZERLAND, AND UK STANDARD CONTRACTUAL CLAUSES)



This Domo Services Data Processing Addendum ("DPA") forms a part of the Domo Software as a Service Agreement between Domo and Subscriber for the purchase of services from Domo (the "Agreement"). This DPA reflects the parties' agreement with regard to the Processing of Personal Data in accordance with the requirements of Data Protection Laws and Regulations. All capitalized terms not defined herein will have the meaning set forth in the Agreement.

In the course of providing the Subscription Services, Technical Support Services, and/or Professional Services to Subscriber pursuant to the Agreement (collectively, the "Services"), Domo may Process Personal Data on behalf of Subscriber. Domo and Subscriber agree to comply with the following provisions with respect to any Personal Data.

1. DEFINITIONS

"Clauses" means the EU Standard Contractual Clauses and the UK Approved Addendum.

"Data Controller" means the entity that determines the purposes and means of the Processing of Personal Data.

"Data Processor" means the entity that Processes Personal Data on behalf of the Data Controller.

"Data Protection Laws and Regulations"

- (a) In the European Union means laws and regulations of the European Union, the European Economic Area and their member states, applicable to the Processing of Personal Data under the Agreement; and
- (b) In the United Kingdom (UK) means laws and regulations of the UK applicable to the Processing of Personal Data under the Agreement; and
- (c) (c) Swiss Data Protection Law.

"Data Subject" means the individual to whom Personal Data relates.

"EU Standard Contractual Clauses" means module two, controller to processor, the Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council (the approved version of which is available at https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj) and which, together with the Annexes included at Schedule 1, form a part of this DPA.

"GDPR"

- (a) In the European Union means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (the "EU GDPR"), as may be amended and replaced from time to time; and
- (b) In the UK means the UK General Data Protection Regulation 2016/679, as implemented by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 and the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2020 (the "UK GDPR"), the Data Protection Act 2018, and the Privacy and Electronic Communications (EC Directive) Regulations 2003 as may be amended and replaced from time to time.
- (c) In Switzerland means the Swiss Federal Data Protection Act of 19 June 1992 and, when in force, the Swiss Federal Data Protection Act of 25 September 2020 and its corresponding ordinances as amended, superseded or replaced from time to time.

"Personal Data" means any information relating to an identified or identifiable natural person where such information is protected as personal data under Data Protection Laws and Regulations, where such data is submitted to the Services as Subscriber Data. Personal Data does not include data independently collected by Domo as a Controller as described in Domo's Privacy Statement (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 Domo's Services.

"Processing" means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

"Sub-processor" means any Data Processor engaged by Domo.

"Supervisory Authority" in the European Union means an independent public authority established by a European Union member state pursuant to the EU GDPR, in the UK, the Information Commissioner's Office ("ICO") (and, where applicable, the Secretary of State or the government), and, in Switzerland means Federal Data Protection and Information Commissioner (FDPIC).

"Swiss Addendum" means the addendum set out in Schedule 3 and which forms part of this DPA in accordance with section 8.

"Swiss Data Protection Law" means the Swiss Federal Data Protection Act of 19 June 1992 and, when in force, the Swiss Federal Data Protection Act of 25 September 2020 and its corresponding ordinances as amended, superseded, or replaced from time to time "UK Approved Addendum" means the template Addendum B.1.0 issued by the UK's Information Commissioner's Office and laid before Parliament in accordance with s119A of the Data Protection Act 2018 of the UK on 2 February 2022, which came into

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force on 21 March 2022 and together with the appendices to the UK Approved Addendum referenced in Schedule 2 to this DPA, form part of this DPA in accordance with section 8 and Schedule 2;

"UK Mandatory Clauses" means the Mandatory Clauses of the UK Approved Addendum, as updated from time to time and/or replaced by any final version published by the ICO.

2. PROCESSING OF PERSONAL DATA

- 2.1. Roles of the Parties. The parties acknowledge and agree that, with regard to the Processing of Personal Data, Subscriber is the Data Controller, Domo is a Data Processor, and Domo will engage Sub-processors pursuant to the requirements set forth in clause 5 "Sub-processors" below. ⁽¹⁾_{SEP}
- 2.2. Subscriber's Processing of Personal Data. Subscriber will, in its use of the Services, Process Personal Data in accordance with the requirements of Data Protection Laws and Regulations. For the avoidance of doubt, Subscriber will ensure that its instructions to Domo for the Processing of Personal Data comply with Data Protection Laws and Regulations. Subscriber will have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Subscriber acquires Personal Data. ⁽¹⁾_{SEP}
- 2.3. Processing on Documented Instructions. This DPA, the applicable Service Order and the Agreement are Subscriber and its Affiliates' complete and final instructions to Domo for the Processing of Personal Data. Any additional or alternate instructions must be separately agreed upon in writing.
- 2.4. Domo's Processing of Personal Data. Domo will only Process Personal Data on behalf of and in accordance with Subscriber's instructions and will treat Personal Data as Subscriber's Confidential Information. Subscriber instructs Domo to Process Personal Data for the following purposes: (i) Processing in accordance with the Agreement and applicable Service Order; (ii) Processing initiated by Authorized Users in their use of the Services; and (iii) Processing to comply with other reasonable instructions provided by Subscriber in writing (e.g., via email) where such instructions are consistent with the terms of the Agreement.
- 2.5. Description of the Processing. The subject matter of Processing of Personal Data by Domo is the performance of the Services pursuant to the Agreement. The duration of the processing will be as set out in the Agreement or applicable Service Order or as otherwise agreed between the parties. The description of the Services and Processing is further set out at Annex I of Schedule 1. ⁽¹⁾_{SEP}

3. ASSISTANCE TO SUBSCRIBER

- 3.1. Correction, Blocking and Deletion. To the extent Subscriber, in its use of the Services, does not have the ability to correct, amend, block, transfer, or delete Personal Data as required by Data Protection Laws and Regulations, Domo will comply with any commercially reasonable request by Subscriber to facilitate such actions to the extent Domo is legally permitted to do so. To the extent legally permitted, Subscriber will be responsible for any costs arising from Domo's provision of such assistance. ⁽¹⁾_{SEP}
- 3.2. Certification of Deletion. Upon expiration or termination of this DPA for any reason or upon Subscriber's earlier request, Domo will delete all Personal Data except for Personal Data that it is legally permitted to retain. The parties agree that a certification of deletion of Personal Data will be provided by Domo to Subscriber only upon Subscriber's written request.
- 3.3. Data Subject Requests. Domo will, to the extent legally permitted, promptly notify Subscriber if Domo receives a request from a Data Subject to exercise the Data Subject's right of access, right to rectification, restriction of Processing, erasure ("right to be forgotten"), data portability or object to Processing, or its right not to be subject to an automated individual decision making (each, a "Data Subject Request"). To the extent Subscriber, in its use of the Services, does not have the ability to address a Data Subject Request itself, and taking into account the nature of the Processing, Domo will assist Subscriber by appropriate technical and organizational measures, insofar as this is possible, for the fulfillment of Subscriber's obligation to respond to a Data Subject Request under Data Protection Laws and Regulations. To the extent legally permitted, Subscriber will be responsible for any costs arising from Domo's provision of such assistance. ⁽¹⁾_{SEP}
- 3.4. Data Protection Impact Assessments. Domo will Process Personal Data in accordance with Data Protection Laws and Regulations requirements directly applicable to Domo in its provision of the Services. Upon Subscriber's request, and to the extent Subscriber does not otherwise have access to the relevant information and such information is available to Domo, Domo will provide Subscriber with reasonable cooperation and assistance needed to fulfill Subscriber's obligation under Data Protection Laws and Regulations to carry out a data protection impact assessment related to Subscriber's use of the Services. Domo will provide reasonable assistance to Subscriber in its cooperation with the Supervisory Authority to the extent required under applicable Data Protection Laws and Regulations.

4. DOMO PERSONNEL

- 4.1. Confidentiality. Domo will ensure that its personnel engaged in Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities, and have executed written confidentiality agreements. ⁽¹⁾_{SEP}

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4.2. Domo Contact. Subscriber may submit queries, notifications, or requests to Domo by contacting privacy@domo.com.

5. SUB-PROCESSORS

- 5.1. Appointment of Sub-processors. Subscriber acknowledges and agrees that, in connection with provision of the Services: (a) Domo's Affiliates may be retained as Sub-processors; and (b) Domo and its Affiliates may engage third-party Sub-processors. ^[SEP]Domo will enter into agreements with its Sub-processors containing materially similar data protection obligations as set forth in this DPA, subject to any standard data processing terms, addendum or equivalent required by international Sub-processors which Domo has no reasonable opportunity to negotiate. Subscriber may access the list of current Sub-Processors here: <http://www.domo.com/company/subprocessors>.
- 5.2. Objection to Sub-processors. If Subscriber has a reasonable basis to object to Domo's use of a specific Sub-processor, Subscriber may object to Domo's use of that Sub-processor by notifying Domo in writing within 10 business days after receipt of Domo's notice of the use of such Sub-processor. In the event Subscriber timely objects to a specific Sub-processor(s) and that objection is not unreasonable, Domo will promptly make reasonable efforts to address Subscriber's objection.
- 5.3. The parties agree that the copies of the Sub-processor agreements that must be sent by Domo to Subscriber under Data Protection Laws and Regulations may have all commercial information, and clauses unrelated to the Clauses, removed by the Domo beforehand. The parties further agree that such copies will be provided by Domo only upon reasonable request by Subscriber.
- 5.4. Liability. Except as otherwise set forth in the Agreement, Domo will be liable for the acts and omissions of its Sub-processors to the same extent Domo would be liable if performing the services of each Sub-processor directly.

6. SECURITY

- 6.1. Controls for the Protection of Personal Data. Domo will maintain reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Subscriber Data, including Personal Data, as described in Annex II of Schedule 1.
- 6.2. Domo regularly monitors compliance with these safeguards. Domo will not materially decrease the overall security of the Services during a subscription term. ^[SEP]
- 6.3. Third-Party Certifications and Audits. Domo has obtained third-party certifications and audits (e.g., SOC 2). Upon Subscriber's written request, and subject to the confidentiality obligations set forth in the Agreement, Domo will make available to Subscriber or its independent third-party auditor (so long as neither is a competitor of Domo) information regarding Domo's compliance with the obligations set forth in this DPA in the form of the third-party certifications and audits, or summaries thereof, that Domo generally makes available to its customers. Domo will provide additional information in its possession or control to the Supervisory Authority when it requests or requires additional information in relation to the data processing activities carried out by Domo under this DPA.

7. **SECURITY BREACH MANAGEMENT AND NOTIFICATION.** Domo maintains security incident management policies and procedures and will, to the extent permitted by law, notify Subscriber without undue delay of any actual or reasonably suspected security breach leading to unauthorized access to, or use, disclosure, alteration or destruction of, Personal Data of which Domo becomes aware (a "Security Breach"). To the extent reasonably feasible, Domo's breach notification to Subscriber will include the nature of the Security Breach, contact information, the likely consequences of the Security Breach, and the measures being taken to address the breach. Domo will reasonably cooperate with Subscriber to assist Subscriber in meeting any legally required notification obligations. Domo will make reasonable efforts to identify and, unless such Security Breach is caused by Subscriber or its Authorized Users, remediate the cause of, any Security Breach. Such identification and remediation efforts will be made at Domo's expense unless Subscriber or its Authorized Users caused the Security Breach.

8. INTERNATIONAL DATA TRANSFERS

- 8.1 International Transfer Mechanisms. The terms in this clause 8 will apply to transfers of Personal Data which are subject to Data Protection Laws and Regulations, and which are made in the course of providing the Services to Subscriber pursuant to this DPA and the Agreement.
- 8.2 European Personal Data. The EU Standard Contractual Clauses apply only to transfers of Personal Data which are subject to the EU GDPR, by or on behalf of Subscriber and/or its Affiliates (that have signed a Service Order for Services from Domo) to Domo and/or its Affiliates, to any country or recipient: (i) not recognized by the European Commission as providing an adequate level of protection for Personal Data (as described in the EU GDPR), and (ii) not

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covered by a suitable framework (e.g. Binding Corporate Rules for Processors) recognized by the relevant authorities or courts as providing an adequate level of protection for Personal Data. Where the EU Standard Contractual Clauses apply, Domo will be the "data importer," and Subscriber, and all Affiliates of Subscriber established within the European Economic Area that have signed a Service Order for Services from Domo, will be "data exporter(s)." Schedule 1 contains the information required by the EU Standard Contractual Clauses.

8.2.1 Application of the EU Standard Contractual Clauses. With respect to the EU Standard Contractual Clauses, the parties agree: (i) not to include the optional Docking Clause 7; (ii) the requirements to provide certification of deletion under clause 8.5 and clause 16 (d) are satisfied by cause 3.2 of this DPA; (iii) that Subscriber's rights of audit under clauses 8.9(c), (d) and (e) and clause 13(b) are satisfied by clause 6.3 of this DPA; (iv) option two (general authorization of sub-processors) under clause 9(a); (v) that the time period required by clause 9(a) will be as set out in clause 5.2 of this DPA; (vi) not to implement the optional clause at clause 11 (a); (v) option one of clause 17 and the choice of governing law will be Ireland; and (vii) that the choice of courts required by clause 18(b) will be Ireland.

8.2.2. Relevant Supervisory Authority under the EU Standard Contractual Clauses. With respect to the EU Standard Contractual Clauses, where the data exporter is established in the European Economic Area, clause 13(a) will apply as follows: "the supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer will act as competent supervisory authority." Where the data exporter is established outside of the European Economic Area but within the extraterritorial scope of the EU GDPR and has appointed an EU Representative, clause 13(a) will apply as follows: "The supervisory authority of the Member State in which the representative within the meaning of Article 27(1) of Regulation (EU) 2016/679 is established will act as competent supervisory authority." Where the data exporter is established outside of the European Economic Area but within the extraterritorial scope of the GDPR, but is not required to appoint an EU Representative, clause 13(a) will apply as follows: "The supervisory authority of one of the Member States in which the data subjects whose personal data is transferred under these clauses in relation to the offering of goods or services to them, or whose behaviour is monitored, is located will act as competent supervisory authority."

8.3 UK Personal Data. The UK Approved Addendum applies only to transfers of Personal Data which are subject to the UK GDPR, by or on behalf of Subscriber and/or its Affiliates (that have signed a Service Order for Services from Domo) to Domo and/or its Affiliates, to any country or recipient: (i) not recognized by the UK Information Commissioner or other relevant UK authorities as providing an adequate level of protection for Personal Data (as described in the UK GDPR), and (ii) not covered by a suitable framework (e.g. Binding Corporate Rules for Processors) recognized by the relevant UK authorities or courts as providing an adequate level of protection for Personal Data. Where the UK Approved Addendum applies, Domo will be the "data importer," and the Subscriber, and all Affiliates of Subscriber established within the UK that have signed a Service Order for Services from Domo, will be "data exporter(s)." Schedule 2 references the information required by Tables 1 to 4 inclusive of the UK Approved Addendum.

8.4 Swiss transfers. The EU Standard Contractual Clauses subject to the Swiss Addendum apply only to transfers of Personal Data by or on behalf of Subscriber and/or its Affiliates (that have signed a Service Order for Services from Domo) to Domo and/or its Affiliates which are subject to Swiss Data Protection law to any country or recipient: (i) not recognized by the relevant Swiss authorities as providing an adequate level of protection for Personal Data (as described in Swiss Data Protection Law), and (ii) not covered by a suitable framework (e.g. Binding Corporate Rules for Processors) recognized by the relevant authorities or courts as providing an adequate level of protection for Personal Data, in circumstances where such transfer would be prohibited by Swiss Data Protection Laws in the absence of a transfer mechanism. The parties agree that the EU Standard Contractual Clauses subject to the Swiss Addendum are incorporated into this DPA. Where the Swiss Addendum applies, Domo will be the "data importer," and the Subscriber, and all Affiliates of Subscriber established within Switzerland that have signed a Service Order for Services from Domo, will be "data exporter(s)." Schedule 1 contains the information required by the EU Standard Contractual Clauses, including for the purposes of transfers to which this clause 8.4 applies.

8.5 Updates to Data Transfer Mechanisms. The parties agree that Domo may (i) replace the UK Approved Addendum, the Swiss Addendum, and/or the EU Standard Contractual Clauses generally or in respect of the UK, Switzerland, and/or the European Economic Area only (as appropriate) with any alternative or replacement transfer mechanism in compliance with applicable Data Protection Laws and Regulations, including any standard contractual clauses approved by an applicable Supervisory Authority or competent government body; and/or (ii) make reasonably necessary changes to this clause 8 by notifying Subscriber of the new transfer mechanism or content of any new alternative standard contractual clauses or approved addendum applying standard contractual clauses (provided their content is in compliance with the relevant decision or approval), as applicable.

8.6 Conflict. In the event of any conflict or inconsistency between this DPA and the EU Standard Contractual Clauses, the EU Standard Contractual Clauses will prevail. In the event of any conflict or inconsistency between this DPA and the UK Approved Addendum, the UK Approved Addendum will prevail. In the event of any conflict or inconsistency between this DPA and the Swiss Addendum, the Swiss Addendum will prevail.

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9. **GOVERNING LAW.** The governing law of this DPA will be Irish law. The governing law of the (i) EU Standard Contractual Clauses will be Irish law as set out at clause 8.2.1 of this DPA, (ii) UK Approved Addendum will be English law, and (iii) Swiss Addendum will be Swiss law.

10. **LIMITATION OF LIABILITY**

- 10.1 Subject to the provisions of this clause 10, the other terms of this DPA and the Agreement, Domo acknowledges that each of the applicable Subscriber Affiliates that has signed a Service Order for Services from Domo may enforce the terms of the EU Standard Contractual Clauses and UK Approved Addendum, solely by exercising its rights through the Subscriber entity which is party to the Agreement. Any communications relating to any complaint, allegation, or claim arising in connection with the EU Standard Contractual Clauses and/or UK Approved Addendum by a Subscriber Affiliate that has signed a Service Order for Services from Domo may only be communicated to and discussed with Domo by the Subscriber entity that has signed the Agreement with Domo. For the avoidance of doubt, this DPA does not establish direct rights of such Subscriber Affiliates regarding the provision of Services or any other obligations detailed in the Agreement.
- 10.2 If Subscriber or applicable Subscriber Affiliate exercises its rights under this DPA, the EU Standard Contractual Clauses and the UK Approved Addendum, there will be no double counting of losses so that the Subscriber is not able to claim for the same loss suffered by the Subscriber Affiliate and vice versa.
- 10.3 Each party's and its Affiliates' liability arising out of or related to this DPA is subject to the Limitations of Liability section of the Agreement, whether based in contract, tort or under any other theory of liability.

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Schedule 1

ANNEX I

A. LIST OF PARTIES

MODULE TWO: Transfer controller to processor

Data exporter(s):

Name: The data exporter is the Subscriber as set out in the Agreement, and all Affiliates of Subscriber established within the European Economic Area and Switzerland that have signed a Service Order for Services from Domo.

Address: As set out in the Agreement or Service Order (as applicable).

Contact person's name, position and contact details: As set out in the Agreement or Service Order (as applicable) (key contact).

Activities relevant to the data transferred under these Clauses: Subscriber and Affiliates of Subscriber are subject to the GDPR and have purchased Services on the basis of one or more Service Orders.

Signature and date: As executed in the Agreement or Service Order (as applicable). Role

(controller/processor): Controller

Data importer(s):

Name: The data importer is Domo, Inc., a Utah corporation

Address: 805 E. 1050 S., American Fork, UT 84003, U.S.A.

Contact person's name, position and contact details: Jennifer Ward, VP Legal, 805 E. 1050 S., American Fork, UT 84003, privacy@domo.com (key contact)

Activities relevant to the data transferred under these Clauses: Domo provides the Domo Platform and other subscription-based services as a hosted software as a service offering, plus related support and professional services.

Signature and date: As executed in the Agreement or Service Order (as applicable).

Role (controller/processor): Processor

B. DESCRIPTION OF TRANSFER

MODULE TWO: Transfer controller to processor

Categories of data subjects whose personal data is transferred:

Data exporter may submit Personal Data to the Services, the extent of which is determined and controlled by the data exporter in its sole discretion except as limited by the Agreement. Such Personal Data may include but is not limited to Personal Data relating to the following categories of data subjects:

- Potential customers, current customers, business partners and vendors of data exporter (who are natural persons)
- Employees or contact persons of data exporter's potential customers, customers, business partners and vendors
- Employees, agents, advisors, freelancers of data exporter (who are natural persons)
- Data exporter's users authorized by data exporter to use the Services
- Data exporter's website visitors
- Data subjects who interact with Data exporter through social media, emails, message boards, or blogs

Categories of personal data transferred:

Data exporter may submit Personal Data to the Services, the extent of which is determined and controlled by the data exporter in its sole discretion except as limited by the Agreement, and which may include, but is not limited to the following categories of Personal Data:

- Name
- Title
- Position
- Employer
- Contact information (company, email, phone, physical business address)
- Government issued identification data
- Professional life data

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- Personal life data
- Connection data
- Location data

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures:

Subject to the requirements under the Agreement, the data exporter will not submit special categories of data to the Services, which, for the sake of clarity, is Personal Data with information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, and the processing of data concerning health or sexual orientation.

The frequency of the transfer (e.g., whether the data is transferred on a one-off or continuous basis):

The transfer will occur on a continuous basis throughout the duration of the Agreement.

Nature of the processing:

Data exporters will be able to view, manipulate, and create visualizations of the Personal Data via the Services provided by the data importer pursuant to the Agreement.

Purpose(s) of the data transfer and further processing

The purpose of the Processing is the provision of the Services by Domo to Subscriber and Affiliates of Subscriber.

The Services:

- Domo will provide a business intelligence platform (the "Domo Platform"), delivered as a service, together with other subscription-based services, to Subscriber to support its business intelligence activities (collectively the "Subscription Services"), as described in the Agreement and applicable Service Order. The Subscription Services allow Subscriber to bring together data from various locations designated by Subscriber into the Domo Platform. Subscriber's Authorized Users will have access to the Domo Platform (subject to specific license rights and restrictions), and will be able to create connections, reports and visualizations of Subscriber Data.
- Domo will also provide related technical support, and training, consulting, implementation, and other professional services related to the Subscription Services.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period:

Personal Data will be retained for as long is legally required or permitted. The start date is the date from which the Services are provided.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:

- The subject matter and nature of transfers to the data importer's sub-processors are set out at <http://www.domo.com/company/subprocessors>.
- The duration of the processing by sub-processors performing hosting services will be for the duration of the applicable Service Order.
- The duration of the processing by sub-processors performing training, IT consulting, implementation, or other professional services will be the period for which the relevant Services are provided.

C. COMPETENT SUPERVISORY AUTHORITY

MODULE TWO: Transfer controller to processor

Identify the competent supervisory authority/ies in accordance with Clause 13:

Please see clause 8.2.2 of this DPA.

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ANNEX II

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

MODULE TWO: Transfer controller to processor

As the data importer, Domo maintains appropriate technical and organizational measures for protection of the security, confidentiality and integrity of Personal Data uploaded to the Services, as applicable to the specific Services purchased by data exporter and any Personal Data limitations and restrictions provided in the Agreement, as described in this Annex.

1. Measures of pseudonymization and encryption of personal data:

- Encryption of Subscriber Data in transit across external untrusted networks when using Domo APIs and services utilizing industry standard cryptography and key management practices;
- Where technically enforced, encryption of Subscriber Data and back-ups of Subscriber Data at rest utilizing industry standard cryptography and key management practices;
- Encryption of authentication credentials at rest utilizing industry standard cryptography and key management practices;
- Additional features available for Subscriber to implement such as Bring Your Own Key to facilitate encryption of Subscriber Data and backups of Subscriber Data using Subscriber's own encryption keys.

2. Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services:

- Maintenance of intrusion detection and prevention measures and end point security controls;
- Utilization of anti-virus and anti-malware software against appropriate Domo information assets;
- Installation and maintenance of firewalls intended to help protect Subscriber Data accessible via the internet or from other untrusted networks;
- Implementation and maintenance of a written, comprehensive information security program;
- Monitoring of security controls on a regular basis to assess whether the controls are operating in a manner reasonably calculated to prevent and detect unauthorized access to or use of Subscriber Data;
- Review of the scope of Domo's security measures annually or when there is a material change in business practices that may reasonably implicate the security or integrity of Subscriber Data.

3. Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident:

- Maintenance of a system contingency plan and assignment of appropriate personnel to coordinate contingency planning, training and testing activities;
- Maintenance and periodic evaluation of a written disaster recovery program that documents business impact assessments, contingency plans, and recovery procedures.

4. Processes for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures in order to ensure the security of the processing:

- Monitoring of security controls on a regular basis to assess whether the controls are operating in a manner reasonably calculated to prevent and detect unauthorized access to or use of Subscriber Data;
- Review of the scope of Domo's security measures annually or when there is a material change in business practices that may reasonably implicate the security or integrity of Subscriber Data.

5. Measures for user identification and authorization:

- Requiring two-factor authentication for remote access into systems which house Subscriber Data;
- Blocking access to user accounts after multiple unsuccessful attempts to gain access;
- Implementation of controls such as VPN access requirements, multi-factor authentication requirements, user access provisioning and de-provisioning tools and processes to help prevent a third party from accessing, using or disclosing Subscriber Data except as specifically authorized in the Agreement or as otherwise approved by Subscriber.

6. Measures for the protection of data during transmission:

- Encryption of Subscriber Data in transit across external untrusted networks when using Domo APIs and services, utilizing industry standard cryptography and key management practices;

7. Measures for the protection of data during storage:

- Maintenance of physical or logical separation of Subscriber Data;

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- Encryption of Subscriber Data and backups of Subscriber Data and authentication credentials at rest;
- Additional features available for Subscriber to implement such as Bring Your Own Key to facilitate encryption of Subscriber Data and backups of Subscriber Data using Subscriber's own encryption keys;
- Installation and maintenance of firewalls intended to help protect Subscriber Data accessible via the internet or from other untrusted networks;
- Implementation of consistent hardening procedures and practices for Domo systems which access, store or connect to Subscriber Data.

8. Measures for ensuring physical security of locations at which personal data are processed:

- Maintenance of physical or logical separation of Subscriber Data;
- Implementation of physical entry controls and monitoring for locations where Subscriber Data is processed, including requiring Domo personnel accessing these locations to employ individually identifiable entry controls (such as card keys) that provide an audit trail of each entry.

9. Measures for ensuring events logging:

- Implementation of logging and alerting controls which include alerting of significant events;
- Implementation of intrusion prevention and detection systems to monitor and log system resources for potential unauthorized access and generate alerts on attempted attacks;
- Maintenance of retention policies for logs, audit trails and other documentation that provides evidence of security, systems, and audit processes and procedures related to Subscriber Data.

10. Measures for ensuring system configuration, including default configuration:

- Ongoing monitoring and review of configurations including assessing the Domo Platform for security flaws;

11. Measures for internal IT and IT security governance and management:

- Maintenance of a written, proportionally comprehensive information security program consistent with applicable industry standards that includes:
 - Information security policies,
 - Access management,
 - Change management,
 - Secure System Development Lifecycle (SSDLC),
 - Physical and environmental security,
 - Incident response plans and procedures,
 - Vulnerability management,
 - Patch management,
 - Business continuity/Disaster Recovery plans,
 - Continuous monitoring,
 - Asset criticality and data classification,
 - Data retention and destruction policies,
 - Third party and software supply chain security,
 - Hiring policies,
 - Employment termination policies,
 - Security awareness,
 - Privacy policies, and
 - Data security procedures.
- Implementation of a risk management program to help address security vulnerabilities, and deploy security patches within a commercially reasonable timeframe;
- Identification and assessment of reasonably foreseeable internal and external risks to the security, confidentiality, and/or integrity of any electronic, paper or other records containing Subscriber Data and evaluation and implementation of improvements, where necessary, of the effectiveness of the current safeguards for limiting such risks;
- Annual employee security and privacy awareness training;
- Written agreements with Domo sub-processors who have access to Subscriber Data;

12. Measures for certification/assurance of processes and products:

- Maintenance of an information security program in compliance with ISO 27001 and SOC 2.

13. Measures for ensuring data minimization:

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- Implementation of data retention policies;
- Implementation of controls designed to ensure that Subscriber Data is deleted consistent with applicable data retention policies;
- Restriction of Domo personnel access to Subscriber Data to authorized personnel who are subject to written confidentiality obligations and have participated in security awareness training.

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14. Measures for ensuring data quality:

- Identification and assessment of reasonably foreseeable internal and external risks to the security, confidentiality, and/or integrity of any electronic, paper or other records containing Subscriber Data, and evaluation of and implementation of improvements, where necessary, to the effectiveness of the current safeguards for limiting such risks.

15. Measures for ensuring limited data retention:

- Implementation of data retention policies;
- Implementation of controls designed to ensure that Subscribed Data is deleted consistent with applicable data retention policies.

16. Measures for ensuring accountability:

- Adoption and implementation of data protection policies;
- Execution of written agreements with Domo sub-processors who may have access to Subscriber Data;
- Implementation of intrusion prevention and detection systems to monitor and log system resources for potential unauthorized access and generate alerts on attempted attacks;
- Adoption of retention policies for logs, audit trails and other documentation that provides evidence of security, systems, and audit processes and procedures related to Subscriber Data;
- Annual employee security and privacy awareness training.

17. Measures for allowing data portability and ensuring erasure:

- Encryption of Subscriber Data in transit across external untrusted networks when using Domo APIs and services utilizing industry standard cryptography and key management practices;
- Where technically enforced, encryption of Subscriber Data and back-ups of Subscriber Data at rest utilizing industry standard cryptography and key management practices;
- Encryption of authentication credentials at rest utilizing industry standard cryptography and key management practices.

For transfers to Sub-processors, Domo, as processor, requires that its Sub-processors take appropriate technical and organizational measures to assist the controller and data exporter in protecting the security, confidentiality and integrity of Personal Data uploaded to the Services as follows:

1. Relevant agreements with sub-processors include requirements for appropriate technical and organizational measures relevant to the sub-processor services provided to Domo.
2. Technical and organizational measures used to mitigate any risks associated with sub-processor access to Subscriber Data in its provision of relevant sub-processor services to Domo are agreed upon with the sub-processor and documented.
3. All relevant technical and organizational measures are established and agreed upon with each sub-processor that may access, process, or store Subscriber Data.
4. A Domo security and risk review is performed for each Sub-processor that may access, process or store Subscriber Data.

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Schedule 2

UK transfers

For the purposes of the UK Approved Addendum:

1. the information required for Table 1 is contained in Annex I of Schedule 1 of this DPA and the start date shall be deemed dated the same date as the EU Standard Contractual Clauses;
2. in relation to Table 2, the version of the EU Standard Contractual Clauses to which the UK Approved Addendum applies is Module Two for Controller to Processor;
3. the terms of clause 8.2.1 of this DPA shall also apply to the version of the EU Standard Contractual Clauses to which the UK Approved Addendum applies;
4. in relation to Table 3, the list of parties and description of the transfer are as set out in Annex 1 of Schedule 1 of this DPA, Domo's technical and organisational measures are set in Annex II of Schedule 1 of this DPA, and the list of Domo's current sub-processors are provided at <http://www.domo.com/company/subprocessors> ; and
5. in relation to Table 4, neither party will be entitled to terminate the UK Approved Addendum in accordance with clause 19 of the UK Mandatory Clauses.

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SCHEDULE 3

Swiss Addendum

In respect of transfers otherwise prohibited by Swiss Personal Data:

1. The FDPIC will be the competent supervisory authority;
2. Data subjects in Switzerland may enforce their rights in Switzerland under Clause 18c of the EU Standard Contractual Clauses; and
3. References in the EU Standard Contractual Clauses to the EU GDPR should be understood as references to Swiss Data Protection Law insofar as the data transfers are subject to Swiss Data Protection Law.