



SERVICE ORDER AMENDMENT #2

Customer Name: State of Iowa Department of Administrative Services

Amendment Effective Date: September 1, 2020

Customer Primary Contact: Paul Trombino

Original Service Order Effective Date: April 15, 2020

Primary Contact Phone: [REDACTED]

Customer and Domo, Inc. ("Domo") are parties to a Service Order dated as of the Original Service Order Effective Date set forth above (as amended, the "Service Order"). The parties hereby agree to amend the Service Order as set forth below.

Subscription Services - Years 2 and 3	Annual Fees (US\$)
State Government Platform Package <ul style="list-style-type: none"> • Domo Platform (prod7) <ul style="list-style-type: none"> ○ Unlimited Authorized users with iowa.gov email addresses; 750 Authorized Users who are employees of Public Health Entities • Connections: Maximum 20 active data connectors <ul style="list-style-type: none"> ○ Storage: Unlimited data rows (for COVID-19 related data and any other Customer data; Public Health Entities may use data rows only for COVID-19 related data) ○ Table Size; Maximum up to 50M data rows per table ○ Data Refresh: 15-minute (dependent on data source refresh rate ability) ○ Queries: up to 20 million data queries per month • Up to 3 Applications (such as PPE Management Application, ICU Bed Application, and Governor Application) • Domo Embed (includes up to 500K impressions per month across 5K private Embed viewers) 	\$1,500,000

Terms and Conditions

- Effective Date.** This Service Order Amendment is effective as of the Amendment Effective Date specified above.
- Service Agreement Amendments.** Only for purposes of this Service Order Amendment, the parties agree to the following amendments to the Service Agreement:

The following Definitions in the Service Agreement are deleted and replaced with the following new Definitions:

1.3 "**Authorized User**" means your employee, your Affiliate's employee, or a Public Health Entity's employee, or a Permitted Third Party's employee, for whom you create a unique user name and password under your account. A "**Public Health Entity**" means the Iowa Department of Public Health, a local board of health, local health department, or Test Iowa Clinic which needs access to the Service in connection with the relationship between Service Provider and such entity, but only for so long as such relationship exists between Service Provider and such entity.

1.11 "**Service Provider Data**" or "**Data**" means any data uploaded into the Service, or otherwise provided for processing by the Service, by or on behalf of you, an Authorized User, or Your Affiliates in accordance with this Agreement.

Section 3.1 of the Service Agreement is deleted and replaced with the following new section 3.1:

3.1 **Use of the Service.** Subject to the terms and conditions of this Agreement, we grant to you, Authorized Users, and your Affiliates a limited, worldwide, non-exclusive, non-transferable (except as explicitly permitted in this Agreement) right during the term of this Agreement to use the Service solely in connection with (i) Service Provider's internal business operations, (ii) all aspects of the COVID-19 response, COVID-19 disease investigation including case investigation and contact tracing, disease surveillance, and implementation of disease control measures, and, (iii) to the extent required by the relationship between Service Provider and Permitted Service Provider Customers, to provide the Permitted Service Provider Customers with access to the Service for COVID-19 related purposes. Your, the Authorized Users', and your Affiliates' rights to use the Service are subject to any limitations on use of the Service based on the version of the Service you register for (e.g., applicable usage limits) and as set forth in the Service Order (collectively, the "**Scope Limitations**") and your rights to use the Service are contingent upon your compliance with the Scope Limitations and this Agreement. As part of the Service, we may provide you and your Affiliates with Client Software, which you and your Affiliates may install on computer systems or other devices and use solely to upload Service Provider Data into the Service. You are solely responsible for your conduct (including by and between all users), the content of Service Provider Data, and all communications with others while using the Service. You acknowledge that we have no obligation to monitor any information on the Service. We are not responsible for the availability, accuracy, appropriateness, or legality of Service Provider Data or any other information you may access using the Service.

Section 7.1 of the Service Agreement is deleted and replaced with the following new section 7.1:

"**Confidential Information**" means non-public business information, know-how, and trade secrets in any form, including information regarding our product plans, Beta Versions, terms of this Agreement, Subscriber



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Data; reportable disease and other medical, health, and demographic information which is confidential pursuant to Iowa Code sections 139A.3, 135.40, 22.7(2), 22.7(16), and 22.7(18); and any other information a reasonable person should understand to be confidential, which is disclosed by or on behalf of either party, an Authorized User, or Affiliates to the other party, an Authorized User, or Affiliates, directly or indirectly, in writing, orally, or by inspection of tangible objects, and whether such information is disclosed before or after the Effective Date specified on the Service Order. "Confidential Information" excludes information that (a) is publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party through no action or inaction of the receiving party; (b) is already in the possession of the receiving party at the time of disclosure by the disclosing party, as shown by the receiving party's files and records; (c) is obtained by the receiving party from a third party without 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 documents and other competent evidence in the receiving party's possession.

Section 8.3 of the Service Agreement is deleted and replaced with the following new Section 8.3:

8.3 Service Provider Data. Service Provider Data is the property of the State of Iowa, Iowa Department of Public Health. You and Authorized Users grant us a non-exclusive, worldwide, royalty-free license to use, copy, transmit, sub-license, index, store, aggregate, and display Service Provider Data as required to provide or perform the Service, Technical Support Services, account management services, and Professional Services. We shall not otherwise use, access, disclose, display, publish, or distribute Service Provider Data for any reason, except as set forth in the Service Agreement or a Service Order.

- 3. Amendments to Service Order Terms and Conditions. Only for purposes of this Service Order Amendment, the parties agree to the following amendments to the Service Order Terms and Conditions:

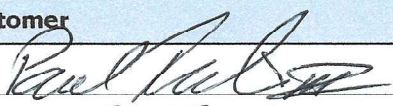
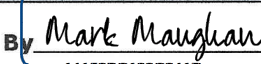
Terms and Conditions, paragraph 4, is deleted and replaced with the following new paragraph 4:

4. Customer Data Rights. The Parties recognize that Customer (or its Authorized Users) own all right, title, and interest in and to all Data. Customer is solely responsible for the accuracy, quality, integrity, legality, reliability, classification, and intellectual property rights to use Data, and shall obtain and maintain all consents necessary for using and processing the Data in accordance herewith. Data is deemed to be Customer's Confidential Information (as defined in the Service Agreement), and we will not use, access, disclose, display, publish, or distribute Data for any purpose other than performing our obligations hereunder or as otherwise set forth in the Service Agreement or agreed to in writing by the Parties.

Terms and Conditions, paragraph 13, is deleted and replaced with the following new paragraph 13:

13. Sensitive Personal Data. Notwithstanding anything to the contrary in Section 9.3 (Sensitive Personal Data) of the Service Agreement, Customer and Authorized Users are specifically permitted to upload into the Service, and otherwise provide for processing by the Service, COVID-19 related health assessment, case investigation, contact tracing, and testing data. The data security protections and requirements under Section 8.1 of the Service Agreement apply to all such uploaded data.

- 4. Customer Responsibility. Customer acknowledges and agrees that by including Public Health Entity employees as Authorized Users, they will have the same ability to access, display, publish, upload, download, and otherwise use the Domo Service to as Customer employees who are Authorized Users, and that Customer is solely responsible for putting in place appropriate use restrictions with respect to Public Health Entity employees. Customer is responsible for ensuring that all Authorized Users' comply, and shall be liable to Domo for any Authorized User's non-compliance, with the terms of the Service Agreement and the Service Order (as amended by this Service Order Amendment) and shall be liable for all other acts and omissions of Authorized Users. Customer will fully defend, indemnify, and hold Domo harmless from any claim by a Public Health Entity that arises based on Customer's acts or omissions under the Service Agreement or the Service Order (as amended by this Service Order Amendment).
- 5. Miscellaneous. Capitalized terms used in this Service Order Amendment and not otherwise defined will have the meaning given to them in the Service Order. Except as modified herein, all other terms and conditions of the Service Order will remain unaffected and continue in full force and effect. If there is a conflict between this Service Order Amendment and the Service Order, the terms in this Service Order Amendment will control. By signing below, each party agrees to comply with the terms of this Service Order Amendment. Each party may sign this Service Order Amendment using an electronic or handwritten signature, which are of equal effect, whether on original or electronic copies.

Customer		Domo, Inc.	
By 	Date 9/9/2020	DocuSigned by: 	Date 16-Sep-2020
Print Name Paul Trombino	Title Interim Director	Print Name Mark Maughan	Title VP, Business Operations



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Billing Address: 1305 E Walnut St, 3 rd Floor Des Moines, IA 50319	Address: 772 E. Utah Valley Drive American Fork, UT 84003
Billing Contact: Al Meyer	Attention: Finance Department
Billing Phone Number: [REDACTED]	Phone Number: [REDACTED]
Billing E-Mail Address: allen.meyer@iowa.gov	E-Mail Address: orders@domo.com
Project Manager: Paul Trombino	Account Executive: [Account Exec Name]