



Omada Identity Customer Agreement

Last Updated: January 6th, 2025.

OMADA AND CUSTOMER AGREE TO THE TERMS AND CONDITIONS OF THIS CUSTOMER AGREEMENT, WHICH AGREEMENT GOVERNS EACH PARTY'S RIGHTS AND OBLIGATIONS IN CONNECTION WITH THE OMADA SOLUTION OFFERING, AND ANY PURCHASES MADE BY CUSTOMER THROUGH ANY ORDER REFERENCING THIS AGREEMENT.

IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT (AS DEFINED BELOW) IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE AUTHORITY TO BIND SUCH COMPANY OR ENTITY TO THIS AGREEMENT. BY ACCESSING OR USING THE OMADA SOLUTION OFFERING, YOU (THE "CUSTOMER") AGREE TO AND ACKNOWLEDGE THE TERMS AND CONDITIONS OF THIS AGREEMENT BETWEEN THE CUSTOMER AND OMADA. "OMADA" SHALL MEAN THE APPLICABLE LEGAL ENTITY WITHIN THE OMADA AFFILIATE GROUP THAT IS PROVIDING THE OMADA SOLUTION OFFERINGS UNDER THIS AGREEMENT. THIS ENTITY IS DETERMINED BASED ON THE DOMICILE OF THE CUSTOMER, AS SPECIFIED IN THE ORDER. BY DEFAULT, AND UNLESS EXPRESSLY STATED OTHERWISE IN A SEPARATE EXECUTED ORDER DIRECTLY WITH OMADA, THE APPLICABLE OMADA ENTITY SHALL BE:

- **FOR CUSTOMERS DOMICILED IN USA OR CANADA:** OMADA SOLUTIONS, INC.
- **FOR CUSTOMERS DOMICILED IN THE UNITED KINGDOM:** OMADA SOLUTIONS, LTD.
- **FOR CUSTOMERS DOMICILED IN THE EEA OR ANY OTHER UNLISTED JURISDICTION:** OMADA A/S.

OMADA MAY REVISE AND UPDATE THIS AGREEMENT FROM TIME TO TIME IN ITS SOLE DISCRETION. UNLESS STATED OTHERWISE BY OMADA, ALL CHANGES BECOME EFFECTIVE FOR CUSTOMER UPON RENEWAL OF THE THEN- CURRENT ORDER TERM OR UPON THE EFFECTIVE DATE OF A NEW ORDER FORM AFTER OMADA PUBLISHES AN UPDATED VERSION OF THIS CUSTOMER AGREEMENT. OMADA WILL USE REASONABLE EFFORTS TO NOTIFY CUSTOMER OF CHANGES TO THE TERMS AND CONDITIONS THROUGH COMMUNICATIONS VIA THE OMADA SOFTWARE OFFERING, THE CUSTOMER'S ACCOUNT, EMAIL OR OTHER MEANS. CUSTOMER MAY BE REQUIRED TO CLICK TO ACCEPT OR OTHERWISE AGREE TO THE MODIFIED AGREEMENT BEFORE RENEWING AN ORDER TERM OR UPON THE EFFECTIVE DATE OF A NEW ORDER FORM, AND IN ANY EVENT CONTINUED USE OF ANY OMADA SOLUTION OFFERING AFTER AN UPDATED VERSION OF THIS AGREEMENT GOES INTO EFFECT WILL CONSTITUTE CUSTOMER'S ACCEPTANCE OF THE UPDATED VERSION.

1. DEFINITIONS

"**Affiliate**" means a business entity that controls, is controlled by or shares common control with such party, but only so long as such control continues to exist, provided that any entity that is a direct competitor of Omada shall not be a Customer "Affiliate" as defined herein without the prior written consent of Omada. "Control" as used herein means direct or indirect ownership interest of greater than fifty percent (50%) of the voting rights in such entity (or equivalent of a non-corporate entity).

"**Agreement**" means this Customer Agreement, including without limitation, any exhibits or addenda to this Customer Agreement attached to or otherwise incorporated by reference herein, as well as any Omada Order arising under or referencing this Agreement.

"**Information**" means all proprietary, non-public information disclosed by the Disclosing Party to the Receiving Party, directly or indirectly, which, (a) if in written, graphic, machine-readable or other tangible form, is marked as "confidential" or "proprietary," (b) if disclosed orally or by demonstration, is identified at the time of initial disclosure as and is confirmed in writing to the Receiving Party to be "confidential" or "proprietary" within thirty (30) days of the disclosure, or (c) reasonably appears to be or proprietary because of the circumstances of disclosure and the nature of the information itself, including the Customer Data, the content of this Agreement, the Omada Solution Offering, and the business and marketing plans, technology and technical information, product designs, and business processes of either party. Information of Omada includes, without limitation, the Omada Solution Offering and User Guides. The terms and conditions of this Agreement are Information; however, the existence of this Agreement is not Information. "Information" does not include information that: (i) is known publicly at the time of the disclosure by the Disclosing Party or becomes known publicly after disclosure through no fault of the Receiving Party; (ii) is known to the Receiving Party at the time of disclosure by the Disclosing Party due to previous receipt from a source that was not bound by confidentiality obligations to the Disclosing Party at that time; or (iii) is independently developed by the Receiving Party without use of or reference to the Information as demonstrated by the written records of the Receiving Party.

"**Customer Data**" means all electronic data and information submitted to and stored in the Omada Identity Cloud by or on behalf of Customer, excluding Non-Omada Technologies. Customer Data does not include data derived from the Omada Identity Cloud, including patterns identified using the Omada Identity Cloud, configurations, log data, and data regarding the performance and availability of the Omada Identity Cloud, in each case which are not personally identifying or identifiable information.

"**DPA**" means the provisions detailed in Omada's Data Processing Addendum, the current version of which is made available at

<https://omadaidentity.com/legal/> and incorporated herein by reference unless otherwise separately agreed and executed by Omada and Customer.

“**Effective Date**” means the date which is the earlier of (a) Customer’s initial access to any Omada Solution Offering through any online provisioning, registration or order process, or (b) the effective date of the first Order referencing this Agreement.

“**Marketplace**” means an online marketplace operated or controlled by a third party, which is authorized to market and/or distribute the Omada Solution Offering.

“**Omada Identity Cloud**” means the Omada Identity Cloud internet-accessible software-as-a-service offering hosted by Omada, or its service providers, that has been purchased for Customer’s use under an Order and made available to Customer over a network, together with the Omada Identity Cloud Product Support provided in accordance with the Omada Identity Cloud Support Specification.

“**Omada Enterprise Support**” means the supplemental support available for an additional fee subject to subscription on an Order Form, which support may be subject to additional terms and conditions set forth in the Order Form.

“**Omada Enterprise Success**” means Omada’s supplement customer support available for an additional fee on a Professional Services Order Form, which support may be subject to additional terms and conditions set forth in the Professional Services Order Form.

“**Omada Identity Subscription**” means the object code version of the specific Omada computer software licensed to Customer under an Order, including any updates, modifications, new versions, or release, together with the Omada Identity Subscription Product Support provided in accordance with the Omada Support Specifications.

“**Omada Professional Services**” means the services provided by Omada to Customer set forth in a Professional Services Order Form, including without limitation, Training Services, Omada Enterprise Success, implementation services, and advisory services as further described in, and subject to, Section 3, but excludes Product Support, which is part of the software, and Enterprise Support which is a separate purchased product under Omada Software Offering.

“**Omada Software Offering**” means, collectively, the Omada Identity Cloud and Omada Identity Subscription software.

“**Omada Solution Offering**” means, collectively, the Omada Software Offering, Required Software, or Omada Professional Services including support purchased by Customer for Customer’s use or benefit in accordance with this Agreement. Omada Solution Offering specifically excludes any pre-production and sandbox environments that may be provided with the Omada Software Offering and Non-Omada Technologies.

“**Omada Support Specification**” means the applicable support specifications provided by Omada that outlines the support services available for each Omada Solution Offering, which Omada Support Specifications are incorporated into the Agreement by reference. For Omada Identity Cloud, the Product Support Omada Support Specifications are accessible at: <https://omadaidentity.com/legal/>. For Omada Identity Subscription, the Product Support Omada Support Specification are included in the Order Form, User Guides, or supplied to the Customer in writing.

“**Order**” means any Order Form, Professional Services Order Form, or other ordering document accepted by Omada that specifies the details of the purchase, including pricing, terms, and conditions for the acquisition of Omada Solution Offering by the Customer.

“**Order Form**” the Omada Order Form, or ordering documents accepted by Omada that identifies, among other details, the applicable Customer, Omada Solution Offering, pricing, license metrics, and Order Term.

“**Order Term**” means a time-limited term for which Customer has purchased a license or right to use the Omada Solution Offering, or commits to a subscription or term for Omada Professional Services, as detailed in the applicable Order.

“**Partner**” means a third party that has an agreement with Omada that authorizes the third party to resell specific Omada Solution Offering to Customer. This may include Partners that host the Omada Software Offering and maintain such software on behalf of a named customer.

“**Product Support**” means the standard support specifications available to any Customer with an active subscription to Omada Software Offering. Product Support is provided in accordance with the applicable Omada Support Specification for such Omada Software Offering.

“**Professional Services Order Form**” means the Omada Professional Services Order Form, along with any applicable statements of work, vouchers, or other ordering document accepted by Omada that identifies, among other details, the applicable Customer, Omada Professional Services and any Omada service-specific terms and conditions, pricing, and applicable Order Term.

“**Required Software**” means, if provided by Omada for installation and use with the Omada Identity Cloud to which Customer has subscribed, a virtual machine or gateway that connects Customer’s Customer-managed or subscribed to target system using public APIs, connectors, and integrations to the Omada Identity Cloud.

“**Training Services**” means the educational courses and certification programs aimed at instructing and enhancing proficiency regarding the Omada Solution Offering, made available to or accessible for individual Users online, on-site, or through classroom led instruction.

“**User Guides**” means the online help resources, policies and release notes provided or made available by Omada to Customer regarding the use or operation of a Omada Solutions Offering made available via Omada Service Delivery and Support portal or at login to the Omada Solutions Offering, as may be amended from time to time.

“**Users**” means any person or entity authorized by Customer to use the Omada Solutions Offering, which may include, Customer’s and its Affiliates’ employees, consultants, contractors, and agents, with which Customer does business.

2. ENGAGEMENT

2.1. Use Rights. During the applicable Order Term, Omada grants Customer a limited, non-exclusive, non-transferrable, non-sublicensable, royalty free, worldwide right to access, install, execute, and/or use (as applicable) the purchased Omada Solution Offering solely for Customer's internal business operations, solely in accordance with its User Guides and subject to the terms and limitations of this Agreement and the applicable Order.

2.2. General Restrictions. Customer and its Users shall not, and shall not permit any third party to: (i) copy or republish any Omada Solution Offering; (ii) make any Omada Solution Offering available to any person other than Users, or use the Omada Solutions Offering or any part thereof for the benefit of anyone other than the Customer or its Affiliates, unless expressly allowed in the Order with Omada; (iii) except otherwise expressly agreed to by Omada in writing, rent, lend, sell, resell, license or sublicense the Omada Solution Offering, or any part thereof, or make available or use any Omada Solution Offering to provide a service bureau, time-sharing or other service offering to third parties; (iv) send to Omada, or store in the Omada Identity Cloud, any sensitive data, including without limitation, any data that constitutes sensitive personal data or like terms under applicable data privacy laws, intellectual property, proprietary business models, and any data which may be subject to the Health Insurance Portability and Accountability Act (HIPAA), Gramm-Leach-Bliley (GLB) Act, the Payment Card Industry (PCI) Data Security Standards, or similar laws, including social security or other government-issued identification numbers, medical or health information, account security information, individual financial account information, credit/debit/gift or other payment card information, account passwords, individual credit and income information; (v) install the Omada Software Offering or Required Software in any country that has data residency or data transmission restrictions; (vi) send or store viruses, spyware, ransomware, timebombs, Trojan horses, or other harmful or malicious code, or files to, or in connection with, the Omada Identity Cloud or the Required Software; (vii) send or store infringing or otherwise unlawful material in connection with the Omada Solution Offering; (viii) modify or create derivative works based upon any Omada Solution Offering; (ix) remove, modify, or obscure any copyright, trademark, or other proprietary notices contained in any Omada Solution Offering; (x) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code used or embodied in any Omada Solution Offering, which for the avoidance of doubt includes the related algorithms, methods, and techniques; (xi) access or use any Omada Solution Offering to build a similar or competitive product; or (xii) attempt to gain unauthorized access to or interfere with or disrupt the integrity or performance of, the Omada Identity Cloud or its related systems or networks or the data contained therein. If for some reason these restrictions are prohibited by applicable law or by an agreement Omada has with one of its licensors, then the activities are permitted only to the extent required to comply with the law or agreement. Customer will cause all Users to abide by the terms and conditions of this Agreement, the Order and any applicable User Guides. Any action or omission of a User, which, if attributable to Customer would constitute a breach of this Agreement by Customer, will be deemed to be a breach of this Agreement by Customer. Omada may suspend any User's access to the Omada Solution Offering for any suspected breach without notice.

3. OMADA PROFESSIONAL SERVICES

3.1. Scope. Omada Professional Services will be documented in Professional Services Order Form and any documents that are referenced therein. Some Omada Professional Services, such as Omada Enterprise Success and Training Services may be agreed to in an Order via a subscription model, or purchased on an ad hoc basis, and may be subject to additional terms and conditions. Omada Professional Services shall not constitute works-for-hire. While performing Omada Professional Services at Customer's site, Omada will comply with all applicable laws and the Customer network and safety rules, guidelines and policies that are provided to Omada in writing, provided such terms do not conflict with the terms of this Agreement. Customer shall reasonably cooperate and provide access for the provision of such Omada Professional Services. Unless earlier terminated in accordance with this Agreement, Omada Professional Services will begin and terminate on the dates or times described in the applicable Order.

3.2. Fees and Expenses. The fees for Omada Professional Services are outlined in the applicable Professional Services Order Form. Any fee estimates, whether for planning or other purposes, are for informational purposes only and are not legally binding. Customer will be invoiced for Omada Professional Services in accordance with the payment schedule documented in the applicable Order, provided if no such schedule is listed, invoices will be issued monthly. If Customer is purchasing through a Partner, invoices will be issued by the Partner. Customer will be invoiced for all actual and reasonable expenses for travel, food and lodging. Fee rates quoted in the Professional Services Order Form are location(s) specific rates and any changes in the location(s) listed thereon may result in an adjustment to the applicable fees. Time and materials fee rates set out in the Professional Services Order Form may be adjusted by giving the Customer thirty (30) days written notice of the variation. Variations may include increases arising because of the promotion of individuals assigned to work for the Customer.

3.3. Termination or Delay. Either party may terminate project based Omada Professional Services upon thirty (30) days prior written notice, provided such Omada Professional Service is not subject to an Order Term commitment or designated as non-terminable in the Professional Services Order Form. Any such termination shall be effective thirty (30) days after Omada's receipt of the notice. If Customer delays or postpones the scheduled start of contracted Omada Professional Services, Customer shall reimburse Omada for any actual non-refundable costs incurred, including any expenses and contractors, due to the delay. If Customer terminates Omada Professional Services before the agreed end of a Omada Professional Services engagement as set forth in a Professional Services Order Form, Customer shall pay for any Omada Professional Services performed but not yet paid for prior to the termination date, as well as reasonable and actual costs, including for expenses and contractors, incurred by Omada through the effective date of the termination.

3.4. Personnel. Where key Omada personnel are named in the Professional Services Order Form, Omada will use reasonable efforts to ensure the individual(s) are available in accordance therein. Customer acknowledges that these personnel may occasionally need to be absent due to circumstances such as participation in training programs, resignations, terminations, or other unforeseen events. Omada will give the Customer reasonable notice of any changes to key individuals and will provide the Customer with details of the substitute. Customer will ensure

its personnel are available and provides the necessary assistance as Omada reasonably requires, and will grant Omada reasonable access to senior management and any staff specified in the Order to facilitate service provision. Moreover, the Customer is responsible for ensuring its personnel possess the skills and experience needed to meet its obligations under this Customer Agreement and the relevant Order. Should any personnel fail to perform as required, the Customer will promptly provide suitable additional or alternative personnel.

3.5. Materials and Schedule. Customer agrees at its own expense to provide to Omada within a reasonable period all information and materials that Omada reasonably requires to enable it to provide the Omada Professional Services, which information and materials are or will be true, accurate and not misleading in any material respect. Omada will not be liable for any loss, damage or deficiencies in the Omada Professional Services arising from inaccurate, incomplete or otherwise defective information and materials supplied by the Customer nor be responsible for default or delays arising from inaccurate, incomplete or otherwise defective information and materials supplied by the Customer. Where a date for performance is referred to or specified in the Professional Services Order Form, Omada will use reasonable efforts to carry out its obligations in accordance with the date. Any such dates are intended for planning and estimating purposes and are not contractually binding, unless the Professional Services Order Form states otherwise by direct reference to this Section 3.5. The parties will work diligently to reach a mutually acceptable performance schedule in accordance with Customer's schedule, business needs and equipment availability.

3.6. Changes to the Professional Services. Either party may request in writing changes to the type and scope of the Omada Professional Services or to any other aspect of an associated Professional Services Order Form. If either party requests such a change, it must be sufficiently detailed to enable the requested change(s) and for the other party to assess the effect of the requested change on the cost, any dates for performance, or any other aspect of the Omada Professional Services. Both parties agree to work together in good faith to attempt to accommodate any change request. No change order is effective until executed by the parties in a formalized written change order or amendment to the Order. If Customer is purchasing through a Partner, such request for changes must be submitted to the Partner, and the parties agree to work in good faith with the Partner.

3.7. Timetable. Where a date for performance is referred to or specified in the Professional Services Order Form, Omada will use reasonable efforts to carry out its obligations in accordance with the date. However, dates contained in the Professional Services Order Form are intended for planning and estimating purposes and are not contractually binding, unless the Professional Services Order Form state otherwise by reference to this Section 3.7. The parties will work diligently to reach a mutually acceptable performance schedule in accordance with Customer's schedule, business needs and equipment availability.

3.8. Contract Management. Each party will appoint a contact in a Professional Services Order Form who will be responsible for managing all queries and matters relating to the performance under this Agreement. Either party may change such contact by notifying the other party in writing.

3.9. Acceptance. For any deliverables specified in the Professional Services Order Form, such deliverables will be considered accepted by the Customer when the acceptance process or criteria, if any, specified in the Professional Services Order Form, have been met or when the Customer makes any productive or live use of the deliverables, whichever occurs first. Where no acceptance process or criteria are specified in the Professional Services Order Form, the deliverables will be accepted on delivery to the Customer.

4. OMADA SOFTWARE OFFERING

4.1. Support. During the applicable Order Term, Omada will provide Product Support to the Customer, as outlined in the Omada Support Specifications associated with the purchase of the relevant Omada Software Offering subscription. Customers may purchase Omada Enterprise Support services for an additional fee, which Omada Enterprise Support may be subject to additional terms and conditions set forth in an Order Form.

4.2. Customer Obligations. Except for Omada's obligations described in Section 5, Customer shall: (i) have sole responsibility for and comply with all laws, rules and regulations applicable to the accuracy, quality, processing, transmission and right to possess all Customer Data, the means by which Customer acquired the Customer Data and the right to provide the Customer Data for the purposes of this Agreement; (ii) be responsible for the security and information of Customer's and its Users' account information; (iii) be responsible for maintaining a back-up of all Customer Data; (iv) have sole responsibility of the export of all Customer Data in compliance with all data residency and data restrictions requirements for any applicable countries, prior to connecting any Omada Solution Offering; and (v) prevent unauthorized access to, or use of, the Omada Solution Offering, and notify Omada promptly of any unauthorized access or use. Customer acknowledges that Omada exercises no control over the Customer Data transmitted by Customer or Users to or through the Omada Identity Cloud or Required Software. Omada may impose limits on the use of or access to Omada Solution Offering as required by applicable law. As it relates to the Omada Identity Subscription, Customer will be responsible for ensuring that it has appropriate back-up, security, and virus-checking procedures in place for any computer facilities it provides. Omada is not responsible for default or delays caused by the Customer's non-performance of the responsibilities set out in the Agreement, or any other Customer caused default or delays, including without limitation and as applicable to the Omada Solutions Offering, failure to provide accurate instructions, information, access to facilities or suitable product or application environment.

4.3. Required Software for Omada Identity Cloud. Utilizing the Omada Identity Cloud might necessitate the installation of specific Required Software. The Customer agrees to install this Required Software, including any necessary updates as they become available. Omada grants the Customer a limited, non-exclusive, non-transferable, and non-sublicensable license to install, run, display, and use the Required Software in line with the User Guides. This license is solely for use in conjunction with the Omada Identity Cloud, applicable during the Order Term, and is subject to the conditions set forth in this Agreement.

4.4. Free Trial Licenses. If Customer receives a free trial or if Omada provides a pre-production or sandbox instance of the Omada Software Offering (whether offered independently or alongside a purchased Omada Software Offering), such licenses are granted on an "as is" and

“as available” basis. Omada does not offer Product Support or other support, warranties, service level commitments, or indemnification for trials, pre-production or sandbox instances, evaluations, or free or beta offerings.

4.5. Test Systems. Omada may provide Customers with access to non-production testing environments of the Omada Identity Cloud (“**Test System**”) to facilitate evaluation and development activities. These Test Systems are configured to support the number of users/identities specified in the applicable Order Form, optimizing stability during testing. Customers are required to comply with all usage limits and guidelines as outlined in the Order Form or communicated by Omada. Exceeding these limits may adversely affect system performance. Test Systems are designed for non-production purposes and are recommended for limited, exploratory testing scenarios rather than full-scale deployment. While Omada endeavors to provide Product Support for Test Systems in line with the Omada Identity Cloud Support Specifications, this policy does not extend to Test Systems, and resolution times may vary based on the non-critical nature of these environments.

4.6. Non-Omada Technologies. The Customer acknowledges and accepts that Omada Solutions Offerings may interface with products, software, applications, and services provided by the Customer or third parties (“Non-Omada Technologies”), utilizing application programming interfaces (APIs) and open-source software. Responsibility for these Non-Omada Technologies lies solely with the Customer, and Omada disclaims any responsibility or liability for the acquisition or use of such Non-Omada Technologies, including data transmission through them. This Agreement does not extend to the use of Non-Omada Technologies, including any Required Software, which could impact the performance or availability of Omada Solutions Offerings. The Customer is obligated to adhere to the licensing terms with the respective licensors of any Non-Omada Technologies, including any applicable end-user license restrictions. Omada is not responsible for addressing or compensating for any performance or availability issues stemming from the use of Non-Omada Technologies with Omada Solutions Offerings. Obtaining all necessary API keys, tokens, access credentials, or rights to use these Non-Omada Technologies is the sole responsibility of the Customer.

4.7. Connectors and System Integrations. Certain end-to-end connectors, referred to as “Connectors,” facilitate the operation of Omada Software Offering with Non-Omada Technologies. Additionally, some end-to-end integrations, which can be purchased by or provided to the Customer, allow the Omada Software Offering to work with Non-Omada Technologies (“Integrations”). These are provided to the Customer for use under the terms of this Agreement and the User Guides. It is important to note that these Connectors and Integrations may themselves constitute Non-Omada Technologies. Omada commits to making commercially reasonable efforts to deliver Product Support for these Connectors and Integrations, but only regarding their functionality that falls under Omada’s control.

4.8. Open Source Software. From time to time, Omada may make available to Customer certain Omada Software Offering that contains or is distributed with open-source software code, components, or libraries (“**Open-Source Software**”) which Open-Source Software is subject to the applicable licenses (“**Open-Source Licenses**”). Omada will make available a list of applicable Open-Source Software to Customer upon Customer’s written request. To the extent required under the Open-Source Licenses applicable to the Open-Source Software contained in, or distributed with, the Omada Software Offering: (i) Omada will use commercially reasonable efforts to deliver to Customer any notices or other materials (such as source code that is required to be delivered), and (ii) the terms of such licenses will apply to such Open-Source Software and supersede any conflicting term of this Agreement.

4.9. Verification of Usage. Omada has the right to verify Customer’s use of the Omada Software Offering against Customer’s current use rights and licenses under all active Orders. For Omada Identity Subscription verification, Omada will conduct the verification upon reasonable advance notice during Customer’s normal business hours and without unreasonable interference with Customer’s normal business operations, and not more frequently than once annually unless otherwise agreed in writing. For Omada Identity Cloud, Omada shall conduct verifications of Customer’s usage, at Omada’s sole discretion. If Customer exceeds the rights granted under the applicable Order, Customer shall, upon receiving notice from Omada, work with Omada to purchase all necessary use rights or licenses within thirty (30) days of such notice to meet Customer’s actual usage of the Omada Software Offering for the remainder of the then-current term of the applicable Order.

4.10. Future Functionalities. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Omada regarding future functionality or features (if any). Omada may provide new features and functions that may be made generally available during the term of this Agreement to the Customer, either included in the subscription fees paid by the Customer under this Agreement or for a separate fee.

5. DATA PROCESSING AND SECURITY

5.1. Protection of Information. From time to time during the term, a party may disclose Information (the “**Disclosing Party**”) to the other party (the “**Receiving Party**”). The Receiving Party shall use at least the same degree of care that it uses to protect its own similar information (but not less than reasonable care) to: (a) use the Disclosing Party’s Information only as permitted under this Agreement, unless the Disclosing Party has provided prior written consent for other uses, and (b) only disclose the Disclosing Party’s Information to Receiving Party’s or its Affiliates’, employees, partners, contractors (including legal counsel and accountants), and service providers (“**Representatives**”) who (i) are bound by non-use and non-disclosure obligations at least as protective as those contained in this Agreement, and (ii) have a need to know the Information for the Receiving Party to exercise its rights or perform its obligations under this Agreement. The Receiving Party shall be liable to the Disclosing Party for any breach by its Representatives of such Confidentiality obligations.

5.2. Compelled Disclosure. The Receiving Party may disclose Information of the Disclosing Party to the extent the disclosure is required by law or order of a court or other governmental authority; provided that the Receiving Party shall use commercially reasonable efforts to promptly notify the Disclosing Party prior to the disclosure to enable the Disclosing Party to seek a protective order or otherwise prevent or restrict the disclosure to the extent legally permissible.

5.3. Equitable Relief. The parties agree that monetary damages may be insufficient to fully compensate either party for its losses in the event the other party violates the Confidentiality provisions of this Agreement. Therefore, the Disclosing Party may be entitled to seek

injunctive relief in addition to any other rights or remedies they may have at law or in equity.

5.4. Data Processing Addendum. The parties agree to comply with the DPA incorporated into this Agreement. In the event of a conflict between the terms of the DPA and this Agreement related to data processing and security obligations of the parties, the terms of the DPA shall govern. The current version of the DPA at the time of any renewal of the Agreement or any Order Term will prevail, superseding any prior versions, unless otherwise amended and agreed in writing by both parties.

5.5. Security. Omada will maintain the commercially reasonable organizational, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, as described in the DPA. The safeguards will include, among others, measures reasonably designed to prevent unauthorized access to, or the disclosure of, Customer Data (other than by the Customer or Users) as well as the handling of Security Incidents (as defined in the DPA). Omada will maintain commercially reasonable standards for the administrative, physical, and technical safeguards designed to protect the security and confidentiality of Customer Data, including security measures designed to prevent a Security Incident. The Omada Data Security Program is subject to change at any time without notice provided that any change shall not materially diminish Omada's information security obligations described therein. With respect to the Omada Identity Cloud, Omada will operate in conformance with the physical, technical, operational, and administrative measures and protocols regarding data security that are set forth in its then-current Service Organization Control 2 (SOC 2) Type 2 Report(s) (or equivalent report(s)), received from its third-party auditors, which reports will be provided upon Customer's written request subject to the duties of confidentiality in this Section 5. Notwithstanding anything to contrary in this Agreement, or any policy or terms referenced herein via hyperlink (or any update thereto), Omada may not, during an Order Term, materially diminish the security protections set forth in this Agreement.

6. **ORDERS, FEES AND PAYMENT**

6.1. Orders. Customer may purchase Omada Solution Offering by either: (a) entering into an Order with Omada; (b) entering into an Order with a Partner; or (c) entering into an Order through a Marketplace. All Orders placed through a Partner will be subject to pricing as mutually agreed by Customer and Partner. All Omada Solution Offering purchased by Customer from Omada directly, or through a Partner shall be governed exclusively by this Customer Agreement and, subject to Section 12.5, the applicable Order.

6.2. Fees. All fees for the Omada Solution Offering shall be set forth in the applicable Order.

6.3. Invoicing and Payment. Unless otherwise provided in the Order, all fees and amounts stated on each Order are due net thirty (30) days from date of invoice, provided that for time and materials charges, invoices will be issued on a monthly basis. Except as expressly provided otherwise in this Customer Agreement, fees are non-refundable, non-cancellable, and not subject to set-off. All fees shall be stated in and paid by the Customer in the currency stated on the Order. If Customer purchases through a Omada Partner and/or Marketplace, this Agreement will govern Customer's use of such Omada Solution Offering.

6.4. Default. Any overdue amounts may accrue late charges at the rate of the lesser of one and one-half (1.5%) percent of the outstanding balance per month or the maximum rate permitted by law from the date the fees were due. If Customer fails to pay the Partner or Marketplace for the Omada Solution Offering, Omada retains the right to enforce Customer's payment obligations and collect directly from Customer. If a Partner notifies Omada that the Partner is entitled to, and seeks to, terminate, or suspend any Omada Solution Offering purchased by Customer through the Partner pursuant to an agreement between the Partner and the Customer, Omada may suspend or terminate the Omada Solution Offering identified by the Partner. Omada shall not be liable to Customer or to any third party for any liabilities, claims, or expenses arising from or relating to any suspension or termination of Omada Solution Offering in accordance with this section.

6.5. Taxes. All fees for Omada Solution Offering are exclusive of sales and use taxes, value added taxes (VAT), or similar charges and assessment ("**Taxes**"). Customer is responsible for payment of all Taxes relating to Customer's purchase and use of the Omada Solution Offering, excluding taxes based on Omada's net income. If Omada has the legal obligation to pay or collect Taxes for which the Customer is responsible, Customer will be invoiced accordingly, and the Customer must pay that amount unless the Customer provides Omada with a valid tax exemption certificate authorized by the appropriate taxing authority.

7. **INTELLECTUAL PROPERTY**

7.1. Customer Data. As between Omada and Customer, Customer owns the Customer Data. Customer hereby grants to Omada and its contractors, a limited-term, worldwide, non-exclusive, transferable, sublicensable, royalty-free license to host, copy, reproduce, transmit, display, and process the Customer Data during the applicable Order Term as reasonably necessary to provide, support, and improve the Omada Identity Cloud. Upon request by Customer made at least thirty (30) days prior to the effective date of the termination of the applicable Order Term, at no cost for a maximum of thirty (30) days following the termination, or such longer duration agreed to by Omada or the applicable Partner for the fees set forth in an Order ("**Download Period**"), Omada will make a file of the Customer Data then-currently stored in the Omada Identity Cloud available to Customer for download. Customer may purchase Omada assistance in any extraction of Customer Data or related exit support for the fees set forth in any Order. After the Download Period, Omada shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, be entitled to delete all Customer Data from Omada's servers; provided, however, that Omada will not be required to remove copies of the Customer Data from its backup servers until such time as the backup copies are scheduled to be overwritten in the normal course of business. In all cases Omada will continue to protect the Customer Data in accordance with Section 5 for so long as the Customer Data remains on its backup servers. Omada may collect, retain, disclose, and use, during and after the Order Term for purposes of Omada's business, usage data that is derived from the operation of the Omada Identity Cloud, including patterns identified through the use of the Omada Identity Cloud and algorithms, log data, and data regarding the performance and availability of the Omada Identity Cloud.

7.2. Omada Intellectual Property. Except for the limited rights expressly granted to Customer under this Agreement, Omada and its applicable licensors own and retain all right, title, and interest in and to all Omada Solution Offering, User Guides, any modifications to the Omada Solution Offering developed in whole or in part through Omada Professional Services, and any other materials provided by Omada or its licensors under this Agreement, including all copies thereof made by Customer and all modifications, derivative works, patches, revisions, and updates related thereto and intellectual property rights therein.

7.3. Feedback. To the extent Customer or any of its Users provides any suggestions for modification or improvement or other comments, code, information, know-how, or other feedback (whether in oral or written form) relating to Omada Solution Offering ("**Feedback**"), Customer hereby grants to Omada a perpetual, irrevocable, worldwide, non-exclusive, transferable, sublicensable, royalty-free license to use and commercially exploit the Feedback in any manner Omada sees fit without accounting or other obligation.

8. WARRANTIES, REMEDIES, AND DISCLAIMERS

8.1. Mutual Representations. Each party represents and warrants that it has the legal power and authority to enter into and perform under this Agreement.

8.2. Omada Representations. Omada warrants that: (a) Omada will perform Omada Professional Services in a professional and workmanlike manner consistent with applicable industry standards; (b) during the applicable Order Term for the Omada Identity Cloud, the Omada Identity Cloud and if applicable, Required Software, will perform substantially in accordance with its User Guides; and (c) Omada warrants that the Omada Identity Subscription will materially conform to its User Guides for a period of ninety (90) days from the start date of the Order Term for the Omada Identity Subscription.

8.3. Exclusions. The warranty set forth in Sections 8.1 and 8.2 shall not apply to the extent there has been: (a) a modification of the Omada Solutions Offering or Required Software by a party other than Omada; (b) use of the Omada Solution Offering or Required Software in combination with any other product, service, Non-Omada Technologies, or device if the non-compliance would have been avoided by the use of the Omada Solution Offering or Required Software without the other product, service, Non-Omada Technologies, or device; and/or (c) use otherwise not in accordance with the applicable User Guides, this Agreement and applicable law.

8.4. Remedies. As Customer's exclusive remedy and Omada's sole liability for breach of the warranty set forth in Section 8.2: (i) subclause (a), Omada will, at its sole option and expense, promptly re-perform any Omada Professional Services that fail to meet this limited warranty or cause the refund to Customer of the fees paid for the non-conforming portion of the Omada Professional Services; (ii) subclause (b): (1) Omada shall correct, or cause to be corrected, the non-conforming Omada Identity Cloud and Required Software within its control at no additional charge to Customer; or (2) in the event Omada is unable to correct the deficiencies after good-faith efforts and within a commercially reasonable timeframe, Customer shall be entitled to terminate the applicable Omada Identity Cloud subscription and Customer will receive a pro-rata portion of any prepaid fees (net of any applicable Partner margin) attributable to the defective Omada Identity Cloud calculated from the date Omada received the notice contemplated in the next sentence to the end of the paid up period; and (c) subclause (c): at Omada's expense and option, either correct or replace the non-conforming Omada Identity Subscription software, or refund Customer any prepaid fees attributable to the defective Omada Identity Subscription software on a pro-rata basis (net of any applicable Partner margin) calculated from the date Omada received written notice of the defect through the end of the paid-up period. To receive such remedy, Customer must promptly report deficiencies in writing to Omada during the warranty period and not later than thirty (30) days from the date Customer first identifies the deficiency. If license fees to Customer are refunded for defective Omada Identity Subscription software, Customer's license to the Omada Identity Subscription shall terminate, Customer shall permanently delete all copies of the Omada Identity Subscription software from Customer's systems, and upon Omada's request, Customer shall certify in writing to the permanent deletion. To receive such remedies under this Section 8.4, Customer must promptly report deficiencies in writing to Omada, but no later than thirty (30) days of the first date the deficiency is identified by Customer.

8.5. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 8 AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OMADA MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, MERCHANTABLE QUALITY, ACCURACY OF INFORMATIONAL CONTENT, SYSTEMS INTEGRATION, NON-INFRINGEMENT, NON-INTERFERENCE WITH ENJOYMENT OR OTHERWISE OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE. OMADA DOES NOT REPRESENT OR WARRANT THAT THE OPERATION OF THE OMADA SOLUTION OFFERINGS WILL BE ERROR FREE OR UNINTERRUPTED. OMADA MAKES NO WARRANTY REGARDING ANY NON-OMADA TECHNOLOGIES WITH WHICH THE OMADA SOLUTION OFFERING MAY INTEROPERATE. THE LIMITED WARRANTIES PROVIDED IN THIS SECTION 8 ARE THE SOLE AND EXCLUSIVE REPRESENTATIONS AND WARRANTIES PROVIDED TO CUSTOMER IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT. ADDITIONALLY, TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE WARRANTY PERIOD.

9. LIMITATIONS OF LIABILITY; INSURANCE

9.1. Exclusion of Certain Damages. EXCEPT FOR DAMAGES RESULTING FROM A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR DAMAGES ARISING FROM A PARTY'S BREACH OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING (BY WAY OF EXAMPLE AND NOT AN EXHAUSTIVE LIST), LOSS OF PROFITS, LOSS

OF DATA, BUSINESS INTERRUPTION, LOSS OF USE, OR OTHER COMMERCIAL DAMAGES OR LOSSES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, HOWEVER CAUSED AND WHETHER IN CONTRACT, TORT, OR OTHERWISE AND REGARDLESS OF THE THEORY OF LIABILITY AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

9.2. Maximum Liability. EXCEPT FOR DAMAGES ARISING FROM EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 10 (INDEMNIFICATION), DAMAGES RESULTING FROM A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, DAMAGES ARISING FROM A PARTY'S BREACH OF SECTION 2.2, OR CUSTOMER'S PAYMENT OBLIGATIONS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT: (I) FOR OMADA PROFESSIONAL SERVICES, EXCEED THE AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER FOR THE APPLICABLE OMADA PROFESSIONAL SERVICE UNDER THE APPLICABLE PROFESSIONAL SERVICES ORDER FORM GIVING RISE TO THE CLAIM FOR THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM; AND (II) FOR ALL OTHER OMADA SOLUTION OFFERING, THE AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER FOR THE APPLICABLE OMADA SOLUTIONS OFFERING UNDER THE APPLICABLE ORDER GIVING RISE TO THE CLAIM FOR THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATION SHALL APPLY WHETHER AN ACTION IS IN CONTRACT, TORT, OR OTHERWISE AND REGARDLESS OF THE THEORY OF LIABILITY.

9.3. Timing. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY LEGAL PROCEEDINGS ARISING FROM THIS AGREEMENT OR THE APPLICABLE ORDER MUST BE BROUGHT WITHIN ONE (1) YEAR FROM THE DATE WHEN THE PARTY BRINGING THE PROCEEDINGS FIRST BECOMES AWARE OF THE FACTS WHICH GIVE RISE TO THE LIABILITY OR THE ALLEGED LIABILITY OR ANY RELEVANT STATUTORY LIMITATION PERIOD, WHICHEVER IS THE EARLIER.

9.4. Application. THE LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES STATED HEREIN WILL APPLY REGARDLESS OF THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. BOTH PARTIES HEREUNDER SPECIFICALLY ACKNOWLEDGE THAT THE LIMITATIONS OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES STATED HEREIN ARE REFLECTED IN THE PRICING AND BUT FOR SUCH LIMITATIONS AND EXCLUSIONS, OMADA WOULD NOT HAVE MADE THE OMADA SOLUTION OFFERING AVAILABLE TO CUSTOMER.

9.5. Insurance. For Customers domiciled in the United States, during the Term of this Agreement, Omada shall maintain, at its own expense, the types of insurance coverage specified below, with insurance companies with at least an A.M. Best Rating of A-VII authorized to do business in the jurisdictions where the Omada Solution Offering are to be provided. Upon Customer's written request, Omada shall provide a certificate of insurance evidencing the following coverages: (1) Workers' Compensation insurance prescribed by applicable local law and Employers Liability insurance with limits not less than USD \$1,000,000 per accident/per employee; (2) Commercial General Liability insurance including Contractual Liability Coverage with an aggregate limit of no less than USD \$2,000,000; and (3) combined Technology Professional Liability and Cyber policy (which includes Cyber Risk coverage and Unauthorized Access and Breach of Confidentiality and Privacy Liability coverage) with a limit of no less than USD \$2,000,000 per occurrence and in the aggregate. For Customers domiciled in any other jurisdiction, such Customer will receive appropriate insurance coverages in the types and amounts provided in the certificate of insurance.

10. INDEMNIFICATION

10.1. Indemnification by Omada. Subject to Section 10.3 below, Omada will defend Customer from any and all claims, demands, suits, or proceedings brought against Customer by a third party alleging that the Omada Software Offering, as provided by Omada to Customer under this Agreement, infringes any patent, copyright, or trademark or misappropriates any trade secret of that third party (each, an "**Infringement Claim**"). Omada will indemnify Customer for all damages and costs (including reasonable attorneys' fees) ("**Losses**") finally awarded by a court of competent jurisdiction, authorized arbitral panel, or paid to a third party in accordance with a written settlement agreement signed by Omada, in connection with an Infringement Claim. In the event an Infringement Claim is brought, or in Omada's reasonable opinion is likely to be brought, Omada may, at its option: (a) procure the right to permit Customer to continue use of the Omada Software Offering, (b) replace or modify the Omada Software Offering with a non-infringing alternative having substantially equivalent performance within a reasonable period of time, or (c) if the foregoing options are not reasonably practicable, terminate the license for the applicable infringing Omada Solutions Offering(s) and repay to Customer any prepaid fees paid by Customer to Omada for such infringing Omada Solutions Offering(s) with respect to any period of time following the termination date. Notwithstanding the foregoing, Omada shall have no liability for any Infringement Claim of any kind to the extent that it relates to (i) modification of the Omada Software Offering by a party other than Omada, (ii) use of the Omada Software Offering in combination with any other product, service, Non-Omada Technologies, or device, if the infringement would have been avoided by the use of the Omada Software Offering without the other product, service, Non-Omada Technologies, or device, or (iii) use of the Omada Software Offering other than in accordance with the applicable User Guides and this Agreement. The indemnification obligations set forth in this Section 10.1 are Customer's exclusive remedy and Omada's sole liability with respect to Omada's infringement or misappropriation of third-party intellectual property rights of any kind.

10.2. Indemnification by Customer. Subject to Section 10.3, Customer will defend Omada and its Affiliates from all claims, demands, suits, or proceedings brought against Omada by a third party alleging (i) a violation of a User's or third party's rights arising from or related to any Customer Data, including the Customer's provision of the Customer Data to Omada or its Affiliates or their respective use of the Customer Data in connection with providing Omada Identity Cloud or Omada Professional Services in accordance with this Agreement, and (ii) Customers use of the Omada Solution Offering in violation of the Agreement or applicable law. Customer will indemnify and hold harmless

Omada for all Losses finally awarded by a court of competent jurisdiction, authorized arbitral panel, or paid to a third party in accordance with a written settlement agreement signed by Customer, in connection with any such claims, demands, suits, or proceedings.

10.3. Indemnity Process. The party seeking indemnification under this Section 10 (“**Indemnitee**”) must (a) promptly notify the other party (“**Indemnitor**”) of the claim (provided that any failure to provide prompt written notice will only relieve the Indemnitor of its obligations to the extent its ability to defend a claim is materially prejudiced by the failure), (b) give the Indemnitor sole control of the defense and settlement of the claim (provided that Indemnitor shall not consent to entry of any judgment or admission of any liability of the Indemnitee without the prior written approval of the Indemnitee), and (c) provide reasonable assistance, cooperation, and required information with respect to the defense and settlement of the claim, at the Indemnitor’s expense. At its own expense, the Indemnitee may retain separate counsel to advise the indemnitee regarding the defense or settlement of the claim.

11. TERM, TERMINATION, AND SUSPENSION

11.1. Term & Renewal. The term of this Agreement commences on the Effective Date and shall continue until the later of: (i) the expiration of the Order Term for all Orders, or (ii) the expiration or termination of all Orders in accordance with its terms (“**Term**”). Except as otherwise set forth in an Order, unless either Party provides ninety (90) days prior written notice of its intention to terminate prior to the expiration of the then current Order, Order Terms for Omada Software Offering and subscription or program based Omada Professional Services shall automatically renew for successive 12-month terms.

11.2. Termination for Breach. In the event a party materially breaches its obligations under this Customer Agreement or any specific Order (including a failure by the Customer to pay any undisputed fees when due), the non-breaching party may serve a 30-day notice to terminate the Order affected by the breach. This termination will become effective on the 30th day unless the breaching party remedies the breach within this 30-day period or such other termination schedule stated in the applicable Omada Support Specifications. A breach affecting one Order will not impact the validity or performance of any other Orders under this Agreement. Upon any termination of an Order by Customer pursuant to this Section 11.2, Customer will receive a pro-rata portion of any fees paid by Customer, net of any applicable Partner margin, that cover the terminated Omada Solution Offering that have not been delivered as of the effective date of termination. In the event Omada terminates this Agreement because of Customer’s material breach, all unpaid fees under all Orders shall be accelerated and become immediately due and payable.

11.3. Termination for Insolvency. To the extent permitted by law, this Agreement may be terminated before the expiration date of the Term on written notice by Omada if Customer (i) becomes insolvent, (ii) is generally unable to pay, or fails to pay, its debts as they become due, (iii) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, (iv) makes or seeks to make a general assignment for the benefit of its creditors, (v) applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property or business, or (vi) the Customer rejects the Agreement pursuant to Section 365 of the U.S. Bankruptcy Code or any similar insolvency laws, whether such rejection is by order of the court or by operation of law, and Customer or its successors or assigns fail to timely cure all monetary defaults under this Agreement or timely perform the Customer’s obligations hereunder.

11.4. Suspension. Omada may suspend Customer’s use of, or access to, the Omada Solution Offering if (i) Omada reasonably believes that there is a significant threat to the security, integrity, functionality, or availability of the Omada Solution Offering or any data in the Omada Solution Offering; (ii) Customer or its Users are in breach of Section 2.2; or (iii) Customer fails to pay any undisputed fees due, either directly to Omada or to Partner; provided however Omada will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy the violation or threat prior to the suspension. Suspension of the Omada Solution Offering under (i) this Section 11.4 or (ii) Omada Professional Services under Section 3, shall not release Customer of its payment obligations under this Agreement.

11.5. Effect of Termination. Upon expiration or termination of this Agreement, all licenses to the Omada Identity Subscription and Required Software, access to the Omada Identity Cloud granted to Customer under this Agreement, and all Orders for Omada Solution Offering associated with this Agreement, including use of, and access to, the User Guides, shall immediately terminate and Customer will cease using any Omada Identity Subscription software, Required Software, Omada Identity Cloud (except as permitted under Section 7.1, User Guides and Omada Information, and Customer shall remove all Omada Identity Subscription software, Required Software and User Guides from its systems and destroy all copies thereof. If an Order is terminated for any reason other than Customer’s termination for Omada’s material breach, such termination shall not relieve Customer of the obligation to pay all fees stated in the Order, whether currently due or would be due in the future for the full term of the Orders. Including this Section 11.5, Sections 2.2, 7, 6, 8.3, 8.4, 8.5, 5.1, 5.2, 5.3, 9.1, 9.2, 9.3, 9.4, 10, and 12 shall survive the expiration or termination of this Agreement for any reason.

12. GENERAL

12.1. Assignment. Neither party may assign this Agreement or otherwise transfer any right or obligation under this Agreement, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed, except to an Affiliate in connection with a corporate reorganization or in connection with a merger, acquisition or sale of substantially all its business and/or assets. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties’ successors and permitted assigns. Either party may employ subcontractors, in performing its duties under this Agreement, provided, however, that the party shall not be relieved of any obligation under this Agreement and subject (as applicable) to the sub-processing terms of the DPA. Omada reserves the right to designate an alternative Affiliate within the Omada Affiliate group to fulfill its obligations under this Agreement, provided that such designation is communicated to the Customer in a timely manner. Such Affiliate will comply with all the terms and conditions set forth in this Agreement.

12.2. Notices. Except as otherwise expressly permitted in this Agreement, notices under this Agreement shall be sent in writing to

the addresses in the applicable Order, or to such other address as may be specified by either party. Notices shall be in writing and shall be deemed to have been given (a) five (5) business days after mailing if sent by registered or certified mail, (b) when personally delivered, or (c) one (1) business day after deposit for overnight delivery with a recognized courier for U.S. deliveries (or three (3) business days for international deliveries) or (d) except for notices of termination or an indemnifiable claim, which shall clearly be identifiable as “Legal Notices”, the day of sending by email.

12.3. Force Majeure. Neither party shall be liable to the other for any delay or failure to perform hereunder due to circumstances beyond the party’s reasonable control, including acts of God, acts of government, computer related attacks, hacking, or acts of terror, service disruptions involving hardware, software, or power systems not within the party’s possession or reasonable control. Notwithstanding the foregoing, Customer shall remain liable for the payment of all amounts required to be paid pursuant to an applicable Order.

12.4. Equitable Relief. The parties agree that a material breach of Section 2.2, sub-part (iv) of Section 4.2, or Section 5 may cause irreparable injury to the non-breaching party for which monetary damages alone would not be an adequate remedy, and therefore the non-breaching party shall be entitled to seek equitable relief in addition to any other remedies it may have hereunder or at law, without the requirement of posting bond or proving actual damages.

12.5. Entire Agreement. This Customer Agreement together with the documents incorporated herein by reference (e.g., DPA, Order) contains the entire agreement of the parties with respect to the subject matter hereof and supersedes, and the parties hereby disclaim reliance on, all previous oral and written communications, representations, understandings, and agreements by the parties concerning the subject matter of this Agreement. Customer agrees that its purchase of Omada Solution Offering is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by Omada with respect to future functionality or features. No terms, provisions or conditions contained in any purchase order, sales confirmation, or other business form that Customer may use in connection with the transactions contemplated by this Agreement will have any effect on the rights or obligations of the parties under, or otherwise modify, this Agreement. If there is any conflict between the terms and conditions of this Customer Agreement and any Order or similar ordering document with a Partner, the terms of this Customer Agreement shall control unless Omada and Customer expressly agree otherwise in the applicable Order. Where Omada is required to “click through” or otherwise accept any online terms to register as Customer’s vendor, to provide Omada Solution Offering to Customer, to enable Customer’s receipt of the Omada Solution Offering (as a condition to the provision, vendor registration for, or receipt of the Omada Solution Offering), to issue invoices, or facilitate execution of any Order, the terms are not binding and shall not be deemed to modify this Agreement and Omada shall not be required to pay any fees for access to or use of such applications made available by Customer or its third party service provider. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by authorized representatives of both parties hereto. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision and a waiver of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach. If any provision of this Agreement shall be held or made invalid by a court decision, statute or rule, or shall be otherwise rendered invalid, the remainder of this Agreement shall not be affected thereby.

12.6. Independent Contractors; No Third-Party Beneficiaries. The parties have the status of independent contractors, and nothing in this Agreement nor the conduct of the parties will be deemed to place the parties in any other relationship, including without limitation, any partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Except as provided in this Agreement, neither party shall be responsible for the acts or omissions of the other party or the other party’s personnel. Save as contained expressly above, this Agreement confers no rights upon either party’s employees, agents, contractors, partners, or customers or upon any other person or entity.

12.7. Governing Law and Venue. Except as otherwise set forth on Exhibit A, this Agreement and all claims and disputes related to or arising out of this Agreement will be governed by the internal laws of the Country of Denmark, excluding any of its or any other jurisdiction’s rules on conflicts of law. Any legal suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be instituted in the courts of Denmark in each case located in Denmark, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such legal suit, action, or proceeding. Notwithstanding anything to the contrary in the Agreement to the contrary, the prevailing party in any dispute between the parties, including but not limited to arbitration, arising out of the interpretation, application, or enforcement of any provision of this Agreement or other dispute shall be entitled to recover all of its reasonable attorneys’ fees and costs including, without limitation, costs and attorneys’ fees related to or arising out of any claim, arbitration, proceeding, trial, or appellate proceedings.

12.8. Anti-Bribery/Corruption. Neither party (a) has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement or (b) has made, paid, given, or agreed to make, pay, or give any bribe, kickback, payment, gift, or thing of value to any foreign government official or other person in violation of applicable laws related to bribery or the prevention of corruption (“**Anti-Corruption Laws**”) in connection with this Agreement. Both parties agree to comply with Anti-Corruption Laws in relation to this Agreement. If either party learns of any violation of the foregoing restriction, the party will use reasonable efforts to promptly notify the other party. The violating party shall indemnify and hold the other party harmless from any violations of such laws or regulations.

12.9. Export Laws. Export controls and sanctions laws of the United States and any other relevant local export controls and sanctions laws apply to the Omada Solution Offering (collectively “**Export Laws**”). Customer agrees that the Export Laws govern its use of the Omada Solution Offering (including technical data), and any materials provided under this Agreement, and Customer agrees to comply with all Export Laws. Customer agrees that no data, information, software programs, or other materials resulting from the Omada Solution Offering (or that are a direct product thereof) will be exported, re-exported, transferred, or released, directly or indirectly, in violation of the Export Laws. Each party represents that it is not (i) named on any U.S. government list of persons or entities with which U.S. persons are prohibited from transacting, (ii) owned or controlled by or acting on behalf of any such persons or entities, or (iii) residing, located, operating, or organized in a

country or region subject to a United States or European Union trade embargo. Customer agrees that it will not access or use the Omada Identity Cloud in any manner that would cause any party to violate any Export Laws.

12.10. Omada Customer Advocacy Program. Users of the Customer may voluntarily participate in Omada’s customer advocacy program, which encourages sharing and learning about Omada products to enhance success with Omada solutions. Customer acknowledges that Omada may use the Customer’s name and logo to identify them as a customer in accordance with this Section 12.10: on Omada’s website and marketing materials, following any available logo instructions.

12.11. Interpretation. For purposes of interpreting this Agreement, (a) unless the context otherwise requires, the singular includes the plural, and the plural includes the singular; (b) unless otherwise specifically stated, the words “herein,” “hereof,” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular section or paragraph; (c) the words “include” and “including” will not be construed as terms of limitation, and will therefore mean “including but not limited to” and “including without limitation”; (d) unless otherwise specifically stated, the words “writing” or “written” mean preserved or presented in retrievable or reproducible form, whether electronic (including email but excluding voice mail) or hard copy; and (e) the captions and section and paragraph headings used in this Agreement are inserted for convenience only and will not affect the meaning or interpretation of this Agreement.

(End of Customer Agreement)

EXHIBIT A
COUNTRY SPECIFIC TERMS

If Customer is domiciled in the United States and a government entity or subject to FAR, the following shall apply:

Government End User. If Customer is a U.S. government entity or if this Agreement otherwise becomes subject to the Federal Acquisition Regulations (FAR), Customer acknowledges that elements of the Omada Software Offering constitute software and documentation and are provided as “Commercial Items” and are being licensed to U.S. Government End User as “Commercial Computer Software,” in each case as defined in 48 C.F.R. 2.101, subject to the restrictions set forth in 48 C.F.R. 12.201, 12.211 and 12.212 and the terms of this Agreement. If licensed to any agency within the Department of Defense (“**DOD**”), the U.S. Government acquires a license to this Commercial Computer Software and/or Commercial Computer Software User Guides subject to the terms of this Agreement as specified in 48 C.F.R. 227.7202-3, and the restrictions set forth therein, of the DOD FAR Supplement (“**DFARS**”) and its successors. The use of the Omada Software Offering by the U.S. Government End User constitutes acknowledgement of Omada’s proprietary rights in the Omada Software Offering and the Government End User shall only use the Omada Software Offering as set forth in the Agreement. This Section (Government End User) is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision that addresses government rights in computer software or technical data.

If Customer is domiciled in the United States or Canada

Governing Law and Venue. This Agreement and all claims and disputes related to or arising out of this Agreement will be governed by the internal laws of the State of Delaware, excluding any of its or any other jurisdiction’s rules on conflicts of law. Any legal suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be instituted in the federal courts of the United States of America or the courts of the State of Delaware in each case located in Delaware, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such legal suit, action, or proceeding. Notwithstanding anything to the contrary in the Agreement to the contrary, the prevailing party in any dispute between the parties, including but not limited to arbitration, arising out of the interpretation, application, or enforcement of any provision of this Agreement or other dispute shall be entitled to recover all of its reasonable attorneys’ fees and costs including, without limitation, costs and attorneys’ fees related to or arising out of any claim, arbitration, proceeding, trial, or appellate proceedings.

If Customer is domiciled in Germany, the following terms shall apply:

Governing Law and Venue. This Agreement and all claims and disputes related to or arising out of this Agreement will be governed by the laws of the Germany, excluding any of its or any other jurisdiction’s rules on conflicts of law. Any legal suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be instituted in the Frankfurt Chamber for International Commercial Disputes, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such legal suit, action, or proceeding. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

Limitations of Liability. Section 9 (Limitations of Liability) of this Agreement shall be replaced in its entirety with the following provisions:

10. Limitations of Liability.

10.1 Neither party excludes nor limits its liability:

1. in case of intent and gross negligence;
2. in case of injury of body, life or health;
3. for any breach of the “Indemnification” or “ity” provisions of this Agreement;
4. for a breach of its respective obligations under the DPA due to wilful misconduct, or gross negligence;
5. in case of a warranty (Garantie), for losses arising from the lack of any warranted characteristics, up to the amount of damage which, given the purpose of the warranty, could be typically expected and which was foreseeable for Omada at the time the warranty was given; and
6. according to the German Product Liability Act (Produkthaftungsgesetz) in the event of product liability or according to any other applicable mandatory statutory provisions (including Art. 82 GDPR).

10.2 In case of breach of any material duty, which was essential for the conclusion of this Agreement and on the performance on which the other party may rely (Kardinalspflicht), through simple negligence, the liability of the infringing party shall be limited to the amount which was foreseeable and typical with regard to the time and kind of the respective action.

10.3 Omada shall be liable for loss of data only up to the amount of typical recovery costs which would have arisen had proper and regular data backup measures been taken by the Customer.

10.4 A further liability does not subsist. The preceding limitation of liability does also apply with regard to personal liability of each party’s employees, representatives, and board members.

10.5 Both parties hereunder specifically acknowledge that the limitations of liability and exclusion of damages stated herein are reflected in the pricing and, but for such limitations and exclusions, Omada would not have provided the Omada Solution Offering or other services to Customer.

If Customer is domiciled in United Kingdom, the following terms shall apply:

Governing Law and Venue. This Agreement will be governed by, and construed in accordance with the laws of England and Wales. Any legal suit shall be brought in the Courts of England. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

Additionally:

(a) Limitation of Liability

Gross Negligence as referred to in Sections 9.2 and 9.3 will be defined as follows:

“Gross Negligence” means:

- i a disregard of an obvious risk
- ii an indifference to an obvious risk; or
- iii a deliberate and malicious action.

(b) Third Party Rights:

A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

(c) Severance

If any provision or part-provision of this Agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

If Customer is domiciled in France, the following terms shall apply:

Governing Law. This Agreement will be governed by and construed in accordance with the laws of France, with venue to be in Paris, France. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

Additionally:

(a) The parties to this Agreement do not intend to condition their engagement to a period of reflection, as mentioned in Article 1122 of the French Civil Code.

(b) The parties, fully informed of their rights under Article 1195 of the Civil Code, expressly exclude the application to unforeseen circumstances, as defined in Article 1195 of the Civil Code, regardless of the circumstances beyond the parties’ control. The parties agree to assume the risks relating to any change in circumstances unforeseeable as of the time of conclusion of this Agreement, or as the case may be, at the effective date of a first Order under this Agreement, that would render its performance excessively onerous for a party, and expressly waive the right to request any renegotiation and/or judicial and/or non-judicial review of this Customer Agreement on the hardship basis.

(c) By way of derogation from the provisions of article 1221 and article 1222 of the Civil Code, the parties agree in the event Omada fails to fulfil its obligations, Customer may not request forced execution and/or enforce Omada’s obligation by itself or by a third party, at the expense of Omada. If such event occurs, Customer shall send a prior written notice to Omada related to the non-performance in accordance with Section 11.2 of this Agreement, and if subsequently terminated, only the provisions as agreed in Section 11.5 (of this Agreement) shall apply.

(d) By way of derogation from the provisions of article 1223 of the Civil Code, the parties agree in the event Omada fails to fulfil its obligations, Customer may not reduce the price proportionally.

(e) The notice to perform Omada’s obligations will take effect only if it refers expressly to the non-performance and Section 11.2 of this Agreement.

(f) In relation to Section 6 of this Agreement: (i) it is expressly agreed between the parties that in relation to a notice pursuant to Section 6.3, Customer will be validly put on formal notice to comply with its payment obligations, in accordance with the provisions of article 1344 of the Civil Code; (ii) no discount will be granted in the event of early payment; and (iii) Customer delaying any payment properly due and owing to Omada becomes a debtor to Omada automatically, in addition to the penalties for late payment, of a fixed allowance for recovery costs of forty (40) euros according to articles L441-10 and D441-5 of the French commercial code. Omada reserves the right to claim an additional compensation justifying having spent more than forty (40) euros for recovery costs.

If Customer is domiciled in any country other than the United States, Canada, France, Germany, or the United Kingdom, the following

terms shall apply:

This Agreement will be governed by Danish law, excluding any rules on conflicts of law. The parties will submit any legal suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby to the exclusive jurisdiction of Danish courts. The venue for any dispute must be the Copenhagen City Court, Denmark. The United Nations Convention on Contracts for the International Sale of Goods does not apply.