Omada Community Access Terms V1.0

Effective Date: 25.11.2025

These Omada Community Access Terms (the "Terms") govern access to and use of certain Omada-owned or controlled content, materials, environments, and resources, including protectively marked or confidential information, made available by Omada A/S or its affiliates ("Omada", "we", "us", or "our") to eligible third parties (each, "You" or "Recipient"). By accessing or using any Omada Content (as defined below), You agree to be bound by these Terms.

If the individual accepting these Terms is accepting on behalf of a company or other entity, such individual represents that they have authority to bind such company or entity to these Terms. By accessing or using the Omada Content (as defined below), you agree to and acknowledge the terms and conditions of these Terms between you and Omada.

These Terms do not create any reseller, partner, or agency relationship, do not authorize You to make commitments on Omada's behalf, and do not confer any status or rights beyond those expressly granted herein.

1. Definitions

- 1.1 "Omada Content" means any content, information, materials, documentation, training, datasets, roadmaps, presentations, internal enablement, community content, platform access, demonstration or sandbox environments, design artifacts, software or tools, and any associated intellectual property, that Omada makes available to You under these Terms, whether labeled confidential, protectively marked, restricted, or otherwise, including materials made available via the Omada Community and through other programs not limited to the following and subject to change, Omada Knowledge Base & Tech Talks, Omada Tips and Discussions, Omada Advisory Board Access, Omada Ideas Hub, Omada Webinars, Omada Event Content, Omada Documentation, Omada Training Content, Omada Product Content, Omada Sales Training Enablement, Omada Sales Content (customer facing), the Omada Identity Cloud Demo Instance, and the Omada On-Premise Demo Instance as well as accompanying online and physical events.
- 1.2 "Protectively Marked" means content marked or designated by Omada as Confidential, Internal, Restricted, or similar sensitivity labels, including without limitation roadmap materials, internal enablement containing customer names, design documentation, and prerelease or experimental content.
- 1.3 "Permitted Purpose" means Your internal review and evaluation, and where expressly permitted by Omada in writing, commentary or awareness activities limited to high-level messaging approved by Omada, in each case excluding any commercial exploitation, product development use, or redistribution.
- 1.4 "Personal Data" has the meaning assigned by applicable data protection laws and, for clarity, excludes anonymized or de-identified data.
- 1.5 "Feedback" means suggestions, ideas, or recommendations relating to the Omada Content or Omada offerings.

2. Access grant; no fees; no partner status

- 2.1 Limited License. Subject to these Terms, Omada grants You a personal, revocable, non-exclusive, non-transferable, non-sublicensable right to access and use the Omada Content solely for the Permitted Purpose during the Term.
- 2.2 No Partner or Reseller Rights. Access under these Terms does not establish You as an Omada partner, reseller, agent, or representative, and You must not hold Yourself out as such. You may not market, sell, resell, bundle, distribute, or support Omada products or services based on access granted hereunder.
- 2.3 Account Controls. Access may be gated by user accounts, role-based permissions, time limits, download restrictions, watermarks, monitoring, and other safeguards. You must not circumvent any controls.

3. Confidentiality; protective marking

- 3.1 Confidential Obligations. You must keep all Omada Content confidential, use at least the same degree of care You use to protect Your own confidential information (but no less than reasonable care), and not disclose it to any third party except Your employees or independent contractors who have a strict need-to-know for the Permitted Purpose, are bound by written confidentiality obligations no less protective than these Terms, and for whom You remain responsible.
- 3.2 No Public Disclosure. You may not disclose, publish, post, or otherwise make available any Omada Content (including any performance data, screenshots, or feature details) without prior written approval from Omada. This includes social media, blogs, analyst research, and marketing collateral, unless expressly pre-approved in writing.
- 3.3 Handling and Return. Upon Omada's request or upon termination, You must promptly cease use, return, and/or securely delete Omada Content in Your possession or control, and certify deletion upon request. You must promptly report any suspected or actual unauthorized access, use, or disclosure.
- 3.4 Carve-outs. Confidentiality obligations do not apply to information that You can demonstrate: (a) was rightfully known to You without restriction before receipt; (b) becomes publicly available through no breach by You; (c) is independently developed without use of Omada Content; or (d) is rightfully received from a third party without restriction and without breach of any obligation.
- 3.5 Legal Process. If You are required by law to disclose Omada Content, You will provide prompt notice to Omada (to the extent legally permitted) and reasonably cooperate to seek confidential treatment.

4. Acceptable use and restrictions

4.1 Prohibited Conduct. You must not: (a) copy, reproduce, modify, adapt, translate, create derivative works from, publicly display, or distribute Omada Content except as expressly permitted; (b) share access credentials or allow third-party access; (c) scrape, harvest, mine, or automate extraction of Omada Content; (d) perform benchmarking, competitive analysis, reverse engineering, decompilation, or disassembly, except to the extent such restriction is prohibited by applicable law; (e) remove or alter proprietary notices or watermarks; (f) use Omada Content to build, train, or improve competing products or services; or (g) interfere with or degrade any systems or environments.

- 4.2 Technical Safeguards. You will implement reasonable administrative, technical, and physical safeguards to protect Omada Content, including secure storage, access logging, and least-privilege access.
- 4.3 Export and Sanctions. You will comply with applicable export control and sanctions laws and will not access or use Omada Content in violation of such laws.

5. Intellectual property; feedback

- 5.1 Ownership. As between the parties, Omada and its licensors retain all right, title, and interest in and to the Omada Content and all associated intellectual property and proprietary rights. No rights are granted by implication, estoppel, or otherwise.
- 5.2 Feedback License. If You provide Feedback, You grant Omada a worldwide, perpetual, irrevocable, sublicensable, transferable, royalty-free license to use, reproduce, modify, distribute, and otherwise exploit such Feedback without restriction and without attribution or compensation.

6. Publicity; influencer and analyst use

- 6.1 No Public Statements Without Approval. You may not issue press releases, public statements, case studies, research notes, or social media posts referencing Omada or Omada Content without Omada's prior written approval specifying the scope of permitted disclosure and messaging.
- 6.2 Influencer/Analyst Programs. If You participate in an Omada influencer, analyst, or similar program, additional program-specific guidelines may apply. In the event of a conflict, such written program guidelines govern with respect to public communications.

7. Personal data

- 7.1 Limited Exposure. Omada does not intend to share Personal Data under these Terms. If Personal Data is incidentally included in Omada Content, You will not seek to identify individuals, will not copy or further process such Personal Data, and will promptly notify Omada so it can be masked or removed.
- 7.2 Compliance. To the extent You process any Personal Data within the Omada Content, You will comply with applicable data protection laws and process such data only for the Permitted Purpose.

8. Term; suspension; termination

- 8.1 Term. These Terms commence on the Effective Date and continue until terminated by either party upon notice, or until access to the Omada Content expires or is withdrawn.
- 8.2 Suspension. Omada may suspend or limit access at any time for security, legal, operational, or business reasons.
- 8.3 Termination for Cause. Omada may terminate immediately upon notice if You breach these Terms. Sections 3–7, 8.3, 9–12 survive termination.

9. Disclaimers

9.1 As-Is; No Warranties. Omada Content is provided "as is" and "as available." To the fullest extent permitted by law, Omada disclaims all warranties, express, implied, statutory, or otherwise, including any implied warranties of merchantability, fitness for a particular

purpose, title, and non-infringement. Omada does not warrant that any Omada Content is accurate, complete, current, error-free, or fit for Your intended use.

9.2 No Reliance. You acknowledge that roadmaps, forward-looking statements, and prerelease materials are non-binding and subject to change without notice.

10. Liability

- 10.1 Limitation of Liability. To the fullest extent permitted by law, Omada will not be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages, or for any loss of profits, revenue, goodwill, data, or business interruption, arising out of or relating to these Terms or the Omada Content, even if advised of the possibility of such damages.
- 10.2 Cap. To the fullest extent permitted by law, Omada's aggregate liability arising out of or relating to these Terms will not exceed one hundred U.S. dollars (US\$100).
- 10.3 Exclusions. The above limitations do not apply to liability that cannot be limited under applicable law.

11. Injunctive relief; audit

- 11.1 Injunctive Relief. Unauthorized use or disclosure of Omada Content may cause irreparable harm. Omada is entitled to seek injunctive or other equitable relief without posting bond in addition to any other remedies.
- 11.2 Audit. During the Term and for twelve (12) months thereafter, upon reasonable notice, Omada may request reasonable information to verify Your compliance with these Terms.

12. Miscellaneous

- 12.1 Governing Law and Venue. These Terms are governed by the laws of Denmark without regard to conflict-of-law principles. The parties submit to the exclusive jurisdiction of the courts located in Copenhagen, Denmark, and waive any objections to venue or forum non conveniens.
- 12.2 Order of Precedence. If You have a separate, duly executed written agreement with Omada that expressly governs access to the specific Omada Content at issue, that agreement will control to the extent of a direct conflict with these Terms.
- 12.3 Assignment. You may not assign or transfer these Terms (by operation of law or otherwise) without Omada's prior written consent. Any unauthorized assignment is void. Omada may assign to an affiliate or in connection with a merger, acquisition, or sale of assets.
- 12.4 Notices. Notices to Omada must be sent to legal@omada.net with a copy to Omada A/S, Attn: Legal, Oesterbrogade 135, 2100 Kopenhagen, Denmark. Omada may provide notices via the access portal, email, or in-product notifications.
- 12.5 Entire Agreement; Amendments; Waiver. These Terms constitute the entire agreement regarding their subject matter and supersede prior or contemporaneous understandings. Omada may update these Terms prospectively by posting a revised version; material changes take effect upon posting or as otherwise stated. No failure or delay to enforce any provision constitutes a waiver.

- 12.6 Severability. If any provision is found unenforceable, the remaining provisions remain in full force, and the unenforceable provision will be modified to the minimum extent necessary to be enforceable.
- 12.7 Interpretation. Headings are for convenience only and do not affect interpretation. "Including" means "including without limitation."

13. Acceptance

By clicking "I Agree," accessing, or using the Omada Content, You acknowledge that You have read, understood, and agree to be bound by these Terms.