
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934
Date of Report (Date of earliest event reported): May 8, 2019

DOMO, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

001-38553
(Commission
File Number)

27-3687433
(I.R.S. Employer
Identification Number)

772 East Utah Valley Drive
American Fork, UT 84003

(Address of principal executive offices)

Registrant's telephone number, including area code: (801) 899-1000

Not applicable

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading symbol(s)	Name of each exchange on which registered
Class B Common Stock, par value \$0.001 per share	DOMO	The Nasdaq Global Market

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

As previously disclosed on the Registration Statement on Form S-1 (File No. 333-225348) (the “Registration Statement”) of Domo, Inc. (the “Company”), the Company entered into employment letters in June 2018 with each of Joshua G. James, the Company’s founder, chief executive officer and chairman, and Bruce Felt, the Company’s chief financial officer, confirming the terms of the respective officer’s employment with the Company. The confirmatory employment letters with Messrs. James and Felt filed as Exhibits 10.12 and 10.13, respectively, to the Registration Statement, did not reflect the changes to their respective base salaries and with respect to Mr. Felt’s confirmatory employment letter, his target annual cash bonus opportunity, as approved by the Company’s board of directors in February 2018. The corrected versions of the confirmatory employment letters with Messrs. James and Felt are filed as Exhibits 10.1 and 10.2, respectively.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
<u>10.1</u>	<u>Corrected Confirmatory Employment Letter, dated June 17, 2018, between the Company and Joshua G. James</u>
<u>10.2</u>	<u>Corrected Confirmatory Employment Letter, dated June 15, 2018, between the Company and Bruce Felt</u>



June 17, 2018

Joshua G. James
c/o Domo, Inc.
722 East Utah Valley Drive
American Fork, UT 84003

Re: Confirmatory Employment Letter

Dear Josh:

This letter agreement (the "Agreement") is entered into between Joshua G. James ("you") and Domo, Inc. (the "Company" or "we"), effective as of June 17, 2018 (the "Effective Date"), to confirm the terms and conditions of your employment with the Company as of the Effective Date. This Agreement supersedes and replaces any and all employment terms, compensation, or benefits you may have had or to which you may have been entitled prior to the Effective Date.

1. *Title; Position.* You will continue to serve as the Company's Chief Executive Officer. You also will continue to report to the Company's Board of Directors and will perform the duties and responsibilities customary for such position and such other related duties as are lawfully assigned by the Company's Board. By signing this Agreement, you confirm that you have no contractual commitments or other legal obligations that would prohibit you from performing your duties for the Company.
2. *Base Salary.* As of the Effective Date, your annual base salary will be \$400,000, which will be payable, less any applicable withholdings, in accordance with the Company's normal payroll practices. Your annual base salary will be subject to review and adjustment from time to time by our Board or its Compensation Committee (the "Committee"), as applicable, in its sole discretion.
3. *Annual Bonus.* For the Company's 2019 fiscal year, you will have the opportunity to earn a target annual cash bonus at least equal to 50% of your annual base salary earned during the fiscal year, based on achieving performance objectives established by the Board or Committee, as applicable, in its sole discretion and payable upon achievement of those objectives as determined by the Committee. Unless determined otherwise by the Board or Committee, as applicable, any such bonus will be subject to your continued employment through and until the date of payment. Your annual bonus opportunity and the applicable terms and conditions may be adjusted from time to time by our Board or the Committee, as applicable, in its sole discretion.

4. *Equity Awards*. You will be eligible to receive awards of stock options, restricted stock units or other equity awards pursuant to any plans or arrangements the Company may have in effect from time to time. The Board or Committee, as applicable, will determine in its sole discretion whether you will be granted any such equity awards and the terms of any such award in accordance with the terms of any applicable plan or arrangement that may be in effect from time to time.
5. *Employee Benefits*. You will continue to be eligible to participate in the benefit plans and programs established by the Company for its employees from time to time, subject to their applicable terms and conditions, including without limitation any eligibility requirements. The Company reserves the right to modify, amend, suspend or terminate the benefit plans and programs it offers to its employees at any time.
6. *Severance*. You will be eligible to enter into a Change in Control and Severance Agreement (the “Severance Agreement”) applicable to you based on your position within the Company. The Severance Agreement will specify the severance payments and benefits you may become entitled to receive in connection with certain qualifying terminations of your employment with the Company. These protections will supersede all other severance payments and benefits to which you otherwise may be entitled, or may become entitled in the future, under any plan, program or policy that the Company may have in effect from time to time. For purposes of clarification, any severance benefits or arrangements that may have applied to you before the Effective Date no longer will apply and you will have no rights or entitlements under any such plans, programs, agreements or arrangements.
7. *Confidentiality Agreement*. As an employee of the Company, you will continue to have access to certain confidential information of the Company and you may, during the course of your employment, develop certain information or inventions that will be the property of the Company. To protect the interests of the Company, your acceptance of this Agreement confirms that the terms of the Company’s At-Will Employment, Confidential Information, Invention Assignment, Nonsolicitation, and Arbitration Agreement you previously signed with the Company (the “Confidentiality Agreement”) still apply.
8. *At-Will Employment*. This Agreement does not imply any right to your continued employment for any period with the Company or any of its affiliates. Your employment with the Company will continue to be “at will.” It is for no specified term, and may be terminated by you or the Company at any time, with or without cause or advance notice.
9. *Protected Activity Not Prohibited*. Nothing in this Agreement or in any other agreement between you and the Company, as applicable, will in any way limit or prohibit you from engaging for a lawful purpose in any Protected Activity. For purposes of this Agreement, “Protected Activity” means filing a charge, complaint, or report with, or otherwise communicating, cooperating, or participating in any investigation or proceeding that may be conducted by, any state, federal, or

local governmental agency or commission, including the U.S. Securities and Exchange Commission, the Equal Employment Opportunity Commission, the Occupational Safety and Health Administration, and the National Labor Relations Board (the "Government Agencies"). You understand that in connection with such Protected Activity, you are permitted to disclose documents or other information as permitted by law, and without giving notice to, or receiving authorization from, the Company. Notwithstanding the foregoing, you agree to take all reasonable precautions to prevent any unauthorized use or disclosure of any information that may constitute Company confidential information under the Confidentiality Agreement to any parties other than the Government Agencies. You further understand that "Protected Activity" does not include the disclosure of any Company attorney-client privileged communications. Any language in the Confidentiality Agreement regarding your right to engage in Protected Activity that conflicts with, or is contrary to, this paragraph is superseded by this Agreement. In addition, pursuant to the Defend Trade Secrets Act of 2016, you are notified that an individual will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (i) is made in confidence to a federal, state, or local government official (directly or indirectly) or to an attorney *solely* for the purpose of reporting or investigating a suspected violation of law, or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if (and only if) such filing is made under seal. In addition, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the individual's attorney and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

10. *Miscellaneous.* This Agreement, together with the Confidentiality Agreement, the Severance Agreement and any outstanding equity awards granted to you by the Company under its 2011 Equity Incentive Plan and the applicable award agreements thereunder, constitute the entire agreement between you and the Company regarding the material terms and conditions of your employment, and they supersede and replace all prior negotiations, representations or agreements between you and the Company. This Agreement may be modified only by a written agreement signed by you and a duly authorized officer of the Company.

[Signature page follows]

To confirm the current terms and conditions of your employment, please sign and date in the spaces indicated and return this Agreement to me.

Sincerely,

Domo, Inc.

By: /s/ Daniel Stevenson
Chief Legal Officer
17-Jun-2018

Agreed to and accepted:

/s/ Joshua G. James
Joshua G. James

Dated: 17-Jun-2018



June 15, 2018

Bruce C. Felt
c/o Domo, Inc.
722 East Utah Valley Drive
American Fork, UT 84003

Re: Confirmatory Employment Letter

Dear Bruce:

This letter agreement (the “Agreement”) is entered into between Bruce C. Felt (“you”) and Domo, Inc. (the “Company” or “we”), effective as of June 15, 2018 (the “Effective Date”), to confirm the terms and conditions of your employment with the Company as of the Effective Date. This Agreement supersedes and replaces any and all employment terms, compensation, or benefits you may have had or to which you may have been entitled prior to the Effective Date.

1. *Title; Position.* You will continue to serve as the Company’s Chief Financial Officer. You also will continue to report to the Company’s Chief Executive Officer and will perform the duties and responsibilities customary for such position and such other related duties as are lawfully assigned by the Company’s Chief Executive Officer. While you render services to the Company, you will not engage in any other employment, consulting or other business activity (whether full-time or part-time) that would create a conflict of interest with the Company. You may engage in civic and not-for-profit activities as long as such activities do not interfere with the performance of your duties under this Agreement. By signing this Agreement, you confirm that you have no contractual commitments or other legal obligations that would prohibit you from performing your duties for the Company.
 2. *Base Salary.* As of the Effective Date, your annual base salary will be \$375,000, which will be payable, less any applicable withholdings, in accordance with the Company’s normal payroll practices. Your annual base salary will be subject to review and adjustment from time to time by our Board or its Compensation Committee (the “Committee”), as applicable, in its sole discretion.
 3. *Annual Bonus.* For the Company’s 2019 fiscal year, you will have the opportunity to earn a target annual cash bonus equal to \$187,500, based on achieving performance objectives established by the Board or Committee, as applicable, in its sole discretion and payable upon achievement of those objectives as determined by the Committee. Unless determined otherwise by the Board or Committee, as applicable, any such bonus will be subject to your continued
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employment through and until the date of payment. Your annual bonus opportunity and the applicable terms and conditions may be adjusted from time to time by our Board or the Committee, as applicable, in its sole discretion.

4. *Equity Awards*. You will be eligible to receive awards of stock options, restricted stock units or other equity awards pursuant to any plans or arrangements the Company may have in effect from time to time. The Board or Committee, as applicable, will determine in its sole discretion whether you will be granted any such equity awards and the terms of any such award in accordance with the terms of any applicable plan or arrangement that may be in effect from time to time.
5. *Employee Benefits*. You will continue to be eligible to participate in the benefit plans and programs established by the Company for its employees from time to time, subject to their applicable terms and conditions, including without limitation any eligibility requirements. The Company reserves the right to modify, amend, suspend or terminate the benefit plans and programs it offers to its employees at any time.
6. *Travel Expenses*. During your employment with the Company while your primary place of residence is in California, you will be eligible to be reimbursed by the Company for any and all Travel Expenses (as defined below), provided that you timely submit supporting receipts and/or documentation in form and substance reasonably acceptable to the Company, in accordance with the Company's reimbursement policy (the "Reimbursement Policy"), as in effect from time to time. Such reimbursements will be paid to you at such time or times as specified in the Reimbursement Policy. In no event, however, will any reimbursement occur later than the fifteenth (15) day of the third month following the later of (i) the end of the Company's fiscal year in which such Travel Expenses are incurred or (ii) the end of the calendar year in which such Travel Expenses are incurred. "Travel Expenses" will include ordinary and reasonable expenses incurred by you for you and your family to travel from your personal residence in California to the Company's Utah headquarters, including expenses for first class airfare for your spouse, lodging in close proximity to the Company's Utah headquarters, and a rental car. Your airfare will be an upgradable coach seat for such travel, with any exceptions from time to time as determined in your reasonable discretion, as appropriate.

In addition, to the extent any reimbursement for Travel Expenses that you receive is taxable to you, you will receive a "gross-up" payment equal to the applicable federal and state taxes on such reimbursement payment, as estimated by the Company in good faith, at the same time as the applicable reimbursement is made.

7. *Severance*. You will be eligible to enter into a Change in Control and Severance Agreement (the "Severance Agreement") applicable to you based on your position within the Company. The Severance Agreement will specify the severance payments and benefits you may become entitled to receive in connection with certain qualifying terminations of your employment with
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the Company. These protections will supersede all other severance payments and benefits to which you otherwise may be entitled, or may become entitled in the future, under any plan, program or policy that the Company may have in effect from time to time. For purposes of clarification, any severance benefits or arrangements that may have applied to you before the Effective Date no longer will apply and you will have no rights or entitlements under any such plans, programs, agreements or arrangements.

8. *Confidentiality Agreement.* As an employee of the Company, you will continue to have access to certain confidential information of the Company and you may, during the course of your employment, develop certain information or inventions that will be the property of the Company. To protect the interests of the Company, your acceptance of this Agreement confirms that the terms of the Company's At-Will Employment, Confidential Information, Invention Assignment, Nonsolicitation, and Arbitration Agreement you previously signed with the Company (the "Confidentiality Agreement") still apply.
 9. *At-Will Employment.* This Agreement does not imply any right to your continued employment for any period with the Company or any of its affiliates. Your employment with the Company will continue to be "at will." It is for no specified term, and may be terminated by you or the Company at any time, with or without cause or advance notice.
 10. *Protected Activity Not Prohibited.* Nothing in this Agreement or in any other agreement between you and the Company, as applicable, will in any way limit or prohibit you from engaging for a lawful purpose in any Protected Activity. For purposes of this Agreement, "Protected Activity" means filing a charge, complaint, or report with, or otherwise communicating, cooperating, or participating in any investigation or proceeding that may be conducted by, any state, federal, or local governmental agency or commission, including the U.S. Securities and Exchange Commission, the Equal Employment Opportunity Commission, the Occupational Safety and Health Administration, and the National Labor Relations Board (the "Government Agencies"). You understand that in connection with such Protected Activity, you are permitted to disclose documents or other information as permitted by law, and without giving notice to, or receiving authorization from, the Company. Notwithstanding the foregoing, you agree to take all reasonable precautions to prevent any unauthorized use or disclosure of any information that may constitute Company confidential information under the Confidentiality Agreement to any parties other than the Government Agencies. You further understand that "Protected Activity" does not include the disclosure of any Company attorney-client privileged communications. Any language in the Confidentiality Agreement regarding your right to engage in Protected Activity that conflicts with, or is contrary to, this paragraph is superseded by this Agreement. In addition, pursuant to the Defend Trade Secrets Act of 2016, you are notified that an individual will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (i) is made in confidence to a federal, state, or local government official (directly or indirectly) or to an attorney *solely* for the purpose of reporting or investigating a suspected violation of law, or (ii) is made in a complaint or other document filed in a lawsuit
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or other proceeding, if (and only if) such filing is made under seal. In addition, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the individual's attorney and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

11. *Miscellaneous*. This Agreement, together with the Confidentiality Agreement, the Severance Agreement and any outstanding equity awards granted to you by the Company under its 2011 Equity Incentive Plan and the applicable award agreements thereunder, constitute the entire agreement between you and the Company regarding the material terms and conditions of your employment, and they supersede and replace all prior negotiations, representations or agreements between you and the Company. This Agreement may be modified only by a written agreement signed by you and a duly authorized officer of the Company.

[Signature page follows]

To confirm the current terms and conditions of your employment, please sign and date in the spaces indicated and return this Agreement to me.

Sincerely,

Domo, Inc.

By: /s/ Joshua G. James
Joshua G. James
Chief Executive Officer

Agreed to and accepted:

/s/ Bruce C. Felt
Bruce C. Felt

Dated: 15-Jun-2018