

# PODIUM DATA PROCESSING ADDENDUM

This Podium Data Processing Addendum (“**DPA**”) applies to the extent Podium Processes any Covered Data as Client’s Processor or Service Provider in connection with Podium’s provision of the Services to Client pursuant to the [Podium Terms of Service](#) or Master Services Agreement (as applicable, the “**Underlying Agreement**”).

## 1. DEFINITIONS.

1.1 “**Applicable Data Privacy Law**” means, as applicable to the Covered Data at issue, the Australian Privacy Act of 1988, Canadian Personal Information Protection and Electronic Documents Act, California Act, Colorado Act, Connecticut Act, Utah Act, Virginia Act, or Safeguards Rule, in each case together with its implementing regulations and as amended, superseded, or replaced from time to time.

1.2 “**California Act**” means the California Consumer Privacy Act, as amended by the California Privacy Rights Act.

1.3 “**Colorado Act**” means the Colorado Privacy Act.

1.4 “**Connecticut Act**” means the Connecticut Data Privacy Act.

1.5 “**Covered Data**” means any Personal Data, Personal Information, or Customer Information provided to Podium by Client or otherwise Processed by Podium in connection with Podium’s provision of the Services to Client pursuant to the Underlying Agreement.

1.6 “**Customer Information**” has the meaning set forth in the Safeguards Rule (16 C.F.R. § 314.2(d)).

1.7 “**Financial Institution**” has the meaning set forth in the Safeguards Rule (16 C.F.R. § 314.2(h)).

1.8 “**Safeguards Rule**” means the Federal Trade Commission’s Standards for Safeguarding Customer Information implemented under the Gramm-Leach-Bliley Act, codified at 16 C.F.R. § 314 et seq.

1.9 “**Utah Act**” means the Utah Consumer Privacy Act.

1.10 “**Virginia Act**” means the Virginia Consumer Data Protection Act.

In addition, “**Business**”, “**Business Purpose**”, “**Consumer**”, “**Controller**”, “**Data Subject**”, “**Personal Data**”, “**Personal Information**”, “**Process**”, “**Processor**”, “**Sale**”, “**Share**”, and “**Service Provider**” and their respective derivative terms as used in this DPA shall be interpreted in accordance with Applicable Data Privacy Laws. All other capitalized terms used in this DPA have the meanings ascribed to them in the Underlying Agreement.

## 2. GENERAL TERMS.

2.1 Processing Details. The parties acknowledge and agree that with respect to the Covered Data, Client is the Controller and Podium acts as a Processor or Service Provider for, and on behalf of, Client and conducts its Processing operations in accordance with Client’s instructions. Client hereby instructs Podium to Process Covered Data on Client’s behalf pursuant to this DPA and the Underlying Agreement. Notwithstanding anything to the contrary in this DPA, Podium may deidentify, aggregate, or anonymize all or portions of Covered Data so that it no longer constitutes Personal Data or Personal Information under Applicable Data Privacy Laws, at which point such data will no longer constitute Covered Data under this DPA.

2.2 Client’s Obligations. Client determines the purposes for and means by which Covered Data is being or will be Processed, and the manner in which Covered Data is or will be Processed. Client represents and warrants that: (a) with respect to Covered Data, Client complies with data security and other obligations prescribed by Applicable Data Privacy Laws for Controllers/Businesses and Financial Institutions (if applicable), and the provision of Covered Data to Podium complies with all Applicable Data Privacy Laws; and (b) Client

will provide notice to individuals and obtain all consents, rights, authorizations, or other lawful basis regarding Client's Processing and sharing of Covered Data with Podium as required by applicable Law, including without limitation Applicable Data Privacy Laws. Client will promptly notify Podium of any Consumer or Data Subject request made pursuant to any Applicable Data Privacy Law with which Client must comply that requires Podium to take any action with respect to Covered Data being Processed, and will provide the information necessary for Podium to comply with such request.

### **2.3 Podium's Obligations.**

2.3.1 Unless otherwise permitted or required by applicable Law, Podium will Process Covered Data as a Processor or Service Provider in compliance with Client's instructions in this DPA and the Underlying Agreement.

2.3.2 Podium will ensure that any person authorized to Process Covered Data under this DPA is bound by appropriate obligations of confidentiality.

2.3.3 Podium has developed and implemented, and will maintain, a comprehensive written information security program that contains administrative, technical, and physical safeguards that are appropriate to Podium's size and complexity, the nature and scope of Podium's activities, and the sensitivity of any Covered Data at issue, designed to protect the security and confidentiality of Covered Data, protect against any anticipated threats or hazards to the security or integrity of Covered Data, and protect against unauthorized access to or use of Covered Data that could result in substantial harm or inconvenience to any Consumer, Data Subject, or Customer (as such term is defined in the Safeguards Rule, 16 C.F.R. § 314.2(c)).

2.3.4 Taking into account the nature of the Processing and the information available to Podium, Podium will provide Client with reasonable cooperation and assistance to enable Client as a Business or Controller to fulfill Client's binding obligations with respect to the Covered Data, if any, under Applicable Data Privacy Laws to: (a) respond to requests from Data Subjects or Consumers for the exercise of their rights; and (b) provide notification of a Covered Data breach (or analogous concept) as required under Applicable Data Privacy Law.

2.3.5 Upon Client's written request no more than once per year, Podium will provide a copy of Podium's then-current audit report to Client. Such audit report refers to an ISO 27001 certification or another industry standard audit that may be deemed appropriate by Podium which relates to Podium's Processing of Covered Data and is conducted by an independent third-party auditor on at least an annual basis. The audit report will be deemed to be Podium's Confidential Information.

2.3.6 Upon termination of the Underlying Agreement and receipt of Client's written request, delete Covered Data in Podium's possession, subject to any limitations described in the Underlying Agreement and unless applicable Law requires further storage.

### **3. U.S. STATE-SPECIFIC TERMS.**

3.1. California. In addition to the general terms in Section 2 of this DPA, this Section 3.1 applies to the extent that Client is a Business under the California Act and Podium Processes Personal Information subject to the California Act in connection with its provision of the Services to Client. Podium will: (a) not Sell or Share such Personal Information, nor retain, use, or disclose such Personal Information for any purpose other than the Business Purposes specified in the Underlying Agreement, unless otherwise permitted by the California Act; (b) except to perform the specific Business Purposes or as otherwise permitted by the California Act, not combine such Personal Information with Personal Information received from or on behalf of another person or source; (c) otherwise comply with provisions of the California Act applicable to Service Providers, providing the same level of privacy protection required of Businesses by the California Act, and notify Client if Podium can no longer meet these obligations; (d) upon receipt of Client's written request, take reasonable and appropriate steps to make available to Client information to demonstrate Podium's compliance with provisions of the California Act applicable to Service Providers, and to allow Client to verify Podium's compliance with Podium's obligations under this Section 3.1 as set forth in Section 2.3.5 of this DPA; and (e) upon receipt of written notice that Client reasonably believes Podium is using Personal Information in an unauthorized manner, take reasonable and appropriate steps to work with Client to remediate the allegedly unauthorized use, if necessary. Podium will notify Client in the event Podium determines it can no longer meet its obligations under the California Act.

3.2. Colorado, Connecticut, Utah, and Virginia. In addition to the general terms in Section 2 of this DPA, this Section 3.2 applies to the extent that Client is a Controller under the Colorado Act, Connecticut Act, Utah Act, or Virginia Act, and Podium Processes Personal

Data subject to the Colorado Act, Connecticut Act, Utah Act, and/or Virginia Act in connection with its provision of the Services to Client. With respect to such Personal Data, Podium will: (a) Process such Personal Information as a Processor on Client's behalf to provide the Services described in the Underlying Agreement or as otherwise permitted by the Colorado Act, Connecticut Act, Utah Act, or Virginia Act (as applicable); and (b) upon written notice, take reasonable and appropriate steps to make available to Client information to demonstrate Podium's compliance with provisions of the Colorado Act, Connecticut Act, Utah Act, and/or Virginia Act applicable to Processors.

#### **5. PODIUM SERVICE PARTNERS.**

Client specifically authorizes Podium to engage sub-Processors/Service Providers from the agreed list of sub-Processors/Service Providers available at <https://legal.podium.com/#servicepartners> ("**Podium Service Partner List**"). In the event that Podium seeks to use additional sub-Processors/Service Providers and update the Podium Service Partner List, Podium will provide notice of such update to Client (which may be via email, an online posting or notification, or other reasonable means). Client may reasonably object to a change to the Podium Service Partner List on legitimate grounds within 30 days of notice of this change by emailing [legal@podium.com](mailto:legal@podium.com). Notwithstanding the foregoing, Client acknowledges that Podium's sub-Processors/Service Providers are essential to provide the Services and if Client objects to Podium's use of a sub-Processor/Service Provider, then notwithstanding anything to the contrary in the Underlying Agreement (including this DPA), Podium will not be obligated to provide to Client the Services for which Podium uses that sub-Processor/Service Provider.

#### **6. CONFLICTS.**

To the extent there is a conflict or inconsistency between this DPA and the Underlying Agreement, this DPA will control.