

Podium Terms of Service

Podium.com (<https://www.podium.com>), including all of its related applications, dashboards, or platforms (individually and collectively, the "Website"), is owned and operated by Podium Corporation, Inc. ("Podium," "we," "us," or "our"). By using, installing, or accessing the Website or Services (as defined below), or by signing or clicking to accept these terms or any Subscription Documentation (as defined below) referencing these terms, you agree to be bound by the following terms and conditions (together, these "Terms", or this "Agreement").

If you are using a Podium Service on behalf of a company, organization, or other entity, then "Client" or "you" means that entity, and you are binding that entity to this Agreement. You represent and warrant that you have the legal power and authority to enter into this Agreement and that, if the Client is an entity, this Agreement is entered into by an employee, agent, or other authorized representative with all necessary authority to bind that entity to this Agreement.

This Agreement includes and hereby incorporates by reference any Subscription Documentation executed between you and Podium, as well as any policies or exhibits linked to or referenced herein. If you have entered into a separate written agreement with Podium concerning specific Services, the terms of such agreement control if there is any conflict between the terms of such agreement and these Terms. Please note that we may modify this Agreement as described in Section 16.9 below.

1. DEFINITIONS.

1.1. "**Business Associate Agreement**" (hereinafter "**BAA**") means a written agreement between a Covered Entity and a Business Associate (as those terms are defined under HIPAA) containing the elements specified at 45 CFR 164.504(e).

1.2. "**Confidential Information**" means code, inventions, know-how, product plans, technical and financial, business, operational, or other information exchanged or learned in connection with this Agreement, or that is identified as confidential at the time of disclosure or should reasonably be considered confidential based on the circumstances surrounding the disclosure and the nature of the information disclosed.

1.3. "**HIPAA**" means the Health Information Technology for Economic and Clinical Health Act of 2009 (the "**HITECH Act**"), the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. §1320d through d-8, as amended from time to time, and the requirements of any regulations promulgated under either the HITECH Act or HIPAA, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Parts 160 and 164, the federal security standards as contained in 45 C.F.R. Parts 160 and 162, and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160, all as may be amended from time to time.

1.4. "**Law(s)**" means all applicable local, state, federal, and international laws, rules, and regulations, or amendments thereto, including but not limited to the Federal Trade Commission's Telemarketing Sales Rule, the Telephone Consumer Protection Act of 1991, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Gramm-Leach-Bliley Act of 1999, the CAN-SPAM Act, Do Not Call rules and prohibitions, Canada's Anti-Spam Legislation ("CASL"), the Australian Consumer Law, the AU Privacy Act 1988 (Cth), and the AU Spam Act 2023 (Cth).

1.5. "**Protected Health Information**" (hereinafter "**PHI**") has the same meaning as that term is defined in HIPAA.

1.6. "**Territory**" means the United States, Canada, and Australia, unless otherwise expressly set forth in Client's Subscription Documentation.

Other terms are defined in other Sections of this Agreement.

2. SERVICES.

2.1. Services. Podium provides a proprietary multi-product platform that includes without limitation, artificial intelligence services, reputation management tools ("Reviews" and "Feedback"), messaging and communication tools ("Inbox," "Webchat," "Automations," "Phones," and "Bulk Messages,") payment processing and related services ("Payments"), certain Free Access Subscription or Beta Releases (as defined below), and any other services Podium may offer from time to time (together with the Website, the "Service(s)"). Client will, from time to time, enter into a proposal, quote, services/purchase agreement, order form, statement of work, or otherwise click to accept or agree to an online registration form ("Subscription Documentation"), which references this Agreement and details the Services ordered from Podium and, if applicable, the usage limits or other scope of use descriptions for the Services (including without limitation any usage or volume limits, numerical limits on Authorized Users, and descriptions of product feature levels) ("Scope of Use"). Client's use of the Services in excess of the applicable Scope of Use may result in additional fees as set forth in Section 7.6 (Usage Overages and Overage Fees). Client may be provided the option to purchase certain Services as part of a package or bundle offer (each, a "Bundle"), as detailed in the applicable Subscription Documentation. The Services included in Podium's standard Bundles are currently specified [here](#) (the Services and pricing available to clients in Australia are currently specified [here](#)). Podium has no obligation to provide any services or perform any tasks not specifically set forth in this Agreement, including any applicable Subscription Documentation.

2.2. Alteration of Subscription Documentation. Except as otherwise expressly stated in this Agreement, any amendments or modifications to any existing Subscription Documentation must be agreed to in writing by the parties. Podium has no obligation to perform any Services under any amended Subscription Documentation until the parties have agreed to the effect of such changes on the applicable Fees.

2.3. Modification of the Services. Podium reserves the right, at its sole discretion, to modify or discontinue the Services at any time (including by limiting or discontinuing certain features of the Services), or to alter the offering of the Services (including by adding, limiting, or discontinuing certain Bundles) temporarily or permanently. Podium also reserves the right to replace certain Services and Bundles with functionally equivalent Services or Bundles, at its sole discretion. In the event Podium makes any modification or alteration to the Services or the offering thereof that has a material adverse effect on the functionality of the Services ordered under your Subscription Documentation, Client may terminate the affected Service(s) and receive a pro-rated refund of pre-paid, unused Fees attributable to such affected Service(s) for the remainder of Client's Subscription Term (as defined below).

2.4. Additional Terms. Client's subscription to or use of certain Services or features of the Services may be subject to additional terms, policies, rules, or guidelines that we may post on or link to from these Terms or the Services (the "Additional Terms"). To the extent applicable, all Additional Terms are incorporated by this reference into, and made a part of, these Terms. If Client purchases or otherwise uses any of the following Services, Client's use is subject to and Client accepts the applicable Additional Terms, as set forth below.

2.4.1. Podium Payments. If Client uses Podium Payments, Client agrees to be bound by the Podium [Payments Service Terms](#).

2.4.2. Podium Phones. If Client uses Podium Phones, Client agrees to be bound by the [Podium Phones Service Terms](#).

2.4.3. Podium Marketplace. If Client uses the Podium Marketplace, Client agrees to be bound by the [Podium Marketplace Terms of Use](#).

2.4.4. Podium API. If Client uses the Podium API, Client agrees to be bound by the applicable terms of the [Podium API Terms of Use](#).

2.4.5. Podium Developer Platform. If Client uses the Podium Developer Platform, Client agrees to be bound by the [Podium Developer Terms](#).

2.4.6. Third-Party Terms. If Client uses Third-Party Services (as defined below) in connection with the Services, Client agrees to be bound by the applicable [Third-Party Terms](#).

3. USE RIGHTS; RESTRICTIONS.

3.1. Use of Services. Subject to all terms of this Agreement, including any Additional Terms, Podium grants Client a non-exclusive, non-transferable, non-sublicensable, revocable, limited right and license during the applicable Subscription Term and within the Territory (to the extent available in the Territory) to: (a) install and use an object code copy of any mobile application associated

with the Services; and (b) access and use the Services, designated on Client's Subscription Documentation solely for Client's internal business purposes, but only in accordance with this Agreement, [Podium's Acceptable Use Policy](#) ("Acceptable Use Policy"), the applicable Subscription Documentation, and all applicable Scope of Use descriptions. Podium makes no representation that the Services are appropriate or available for use in locations outside the Territory (or that all products or features of the Services are available throughout the Territory). Furthermore, accessing the Services from territories where their content or use is illegal, is prohibited under this Agreement. If Client attempts to access or use the Services outside of the Territory, Client does so at its own initiative and is responsible for compliance with all Laws and any costs associated with access or use outside the Territory. You may not use or export the Services in violation of U.S. export laws and regulations.

3.2. Account Registration. Client must register for a Podium account in order to access or receive the Services. Account information must be accurate, current, and complete. Client agrees to keep its account information up to date so that Podium may send notices, statements, and other information by email or through Client's account. Client is solely responsible for all use of its Services account(s). Podium will not be liable for any losses or damages arising from unauthorized use of Client's account(s) not solely and directly caused by Podium's gross negligence or willful misconduct.

3.3. Eligibility and Use by Others. By agreeing to these Terms, Client warrants that it and its employees, agents, contractors, and any other users (including but not limited to Developers or any providers of Third-Party Services) whom Client has authorized to access the Services on its behalf ("Authorized Users"): (a) are natural persons over 18 years old; (b) have not previously been suspended or removed from the Services; and (c) will comply with all Laws when using the Services. Additionally, notwithstanding anything to the contrary herein, "Authorized Users" expressly excludes: (i) any artificial intelligence agent, bot, automated system, or similar technology other than in accordance with the Acceptable Use Policy; (ii) any competitor of Podium; and (iii) any third-party software, platform, or service that aggregates, scrapes, or otherwise collects data from the Services for purposes of developing, training, or improving any artificial intelligence, machine learning model, or competitive product or service. Client may permit its Authorized Users to use the Services provided their use is for Client's benefit only and remains in compliance with this Agreement. Authorized Users are and will be subject to the applicable terms and conditions of this Agreement, which may be communicated by posting to the Website or on a click-through basis to Authorized Users upon access to the Services and/or Website. During the term of the Agreement, Podium may, in Podium's sole discretion, audit Client, and Client's Authorized Users', use of the Services to ensure compliance with this Agreement.

3.4. Responsibility for Authorized Users. Client will be responsible and liable for all Authorized Users' use and access and their compliance with this Agreement. Client will be solely responsible for authorizing and creating user IDs, passwords, and other access credentials for Authorized Users. Client is solely responsible for determining its Authorized Users and restricting and/or terminating the rights of such users during the Subscription Term, as Client deems appropriate. Provided, however, Podium may, in its sole discretion, suspend any Authorized User's access to the Services, as set forth in Section 8.2 below. Client is solely responsible for ensuring that any user IDs, passwords, and other access credentials (such as API tokens) for the Services are kept strictly confidential and not shared with any unauthorized person. Additionally, Client is solely responsible for complying, and ensuring its Authorized Users comply, with all Laws applicable to Client. Client will be solely responsible for any and all actions taken using its and its Authorized Users' accounts, passwords, or access credentials and must ensure that each Authorized User has a separate and distinct user account (with separate and distinct access credentials) that is not shared with any other user(s). Client must notify Podium within twenty-four (24) hours of any breach of security or unauthorized use of its account. Use by all Authorized Users in aggregate will count towards any applicable Scope of Use restrictions.

3.5. Use by Customers. Any person that is a client, customer, or patient of Client, or that is a potential client, customer, or patient of Client ("Customer(s)") who accesses and/or uses the Services, including via Client's account or website, is subject to the Acceptable Use Policy and such other terms as may be provided by Podium from time to time, which includes Podium's right to remove or disable access to any Customer or content or resource that violates the Acceptable Use Policy.

3.6. General Restrictions. Client must not (and must not allow any third party to): (a) rent, lease, copy, transfer, sublicense, or provide access to the Podium Technology (as defined below) to a third party (except Authorized Users as specifically authorized above); (b) incorporate the Podium Technology (or any portion thereof) into, or use it with or to provide, any site, product, or service,

except as otherwise expressly authorized by Podium in writing; (c) use the Podium Technology (or any portion thereof) for time-sharing purposes or for a third party's benefit; (d) publicly disseminate information regarding the performance of the Podium Technology (which is deemed Podium's Confidential Information); (e) modify or create a derivative work of the Podium Technology or any portion thereof or access the services with the intent to copy or create a competitive or derivative product/service; (f) reverse engineer, disassemble, decompile, translate, or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats, or non-public APIs to any Podium Technology or Services, except to the extent expressly permitted by applicable Law and then only upon advance written notice to Podium; (g) break or circumvent any security measures or rate limits for Services; (h) distribute any portion of the Podium Technology other than as specifically permitted above; (i) use the Services in violation of the Acceptable Use Policy; (j) remove or obscure any proprietary or other notices contained in the Podium Technology including in any reports or output obtained from the Podium Technology; or (k) access the Services using any automated means, including but not limited to robots, crawlers, scrapers, bots, spiders, or artificial intelligence agents, except in accordance with the Acceptable Use Policy.

3.7. Beta Releases and Free Access Subscriptions. Subject to Client's compliance with the terms of this Agreement, Podium may provide Client with certain Services for free or on a trial basis (a "Free Access Subscription") or with "alpha", "beta", or other early stage Services, integrations, or features ("Beta Release(s)") for the Subscription Term set forth in the applicable Subscription Documentation (if applicable). This Section 3.7 and any relevant Additional Terms will apply to any Free Access Subscription or Beta Release (even if a Beta Release is provided for a fee or counts towards Client's Scope of Use allocations) and supersedes any contrary provision in this Agreement. For the avoidance of doubt, Section 6 (Availability of Services; Support) will not apply to any Free Access Subscription or Beta Release; though Podium may use good faith efforts, in its discretion, to assist Client with Free Access Subscriptions or Beta Releases. Without limiting the other disclaimers and limitations in this Agreement, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, CLIENT AGREES THAT ANY FREE ACCESS SUBSCRIPTION OR BETA RELEASE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTY, SUPPORT, MAINTENANCE, STORAGE, SERVICE LEVEL AGREEMENT (SLA), OR INDEMNITY OBLIGATIONS OF ANY KIND. CLIENT FURTHER ACKNOWLEDGES AND AGREES THAT FREE ACCESS SUBSCRIPTIONS AND BETA RELEASES MAY NOT BE COMPLETE OR FULLY FUNCTIONAL AND MAY CONTAIN BUGS, ERRORS, OMISSIONS, AND OTHER PROBLEMS FOR WHICH PODIUM WILL NOT BE RESPONSIBLE. ACCORDINGLY, ANY USE OF A FREE ACCESS SUBSCRIPTION OR BETA RELEASE IS AT CLIENT'S SOLE RISK. You may choose to use Free Access Subscriptions and Beta Releases at your sole discretion. Podium makes no guarantees or promises with respect to the continued availability of any Free Access Subscriptions or Beta Releases or that future versions of a Free Access Subscription or Beta Release will be released or will be available under the same commercial or other terms. Podium may discontinue Free Access Subscriptions or Beta Releases at any time, in our sole discretion, and decide not to make them generally available. Notwithstanding anything to the contrary herein, Podium may terminate Client's right to use any Free Access Subscription or Beta Release at any time and with reasonable notice for any reason or no reason in Podium's sole discretion, without liability.

3.8. AI Services. Podium offers certain Services that use artificial intelligence ("AI Services"). As with all Services, Client must use AI Services in compliance with these Terms, including the Acceptable Use Policy. Client acknowledges that any output, suggestions, or other content generated by the AI Services ("Output") may contain inaccuracies, be incomplete, or be based on outdated information. Podium makes no representations or warranties regarding the accuracy, completeness, or reliability of any Output. Without limiting any other provision in this Agreement, Client is responsible for disclosing its use of AI Services to its Customers in accordance with applicable Law.

3.8.1. Client Supervision; No High Risk Activities. Client agrees to treat the AI Services as tools under its direct supervision. Client is responsible for all actions, decisions, and communications made by the AI Services on its behalf, as if they were made by Client's own employee or agent. Client will not use the AI Services for high-risk activities, including but not limited to, the provision of medical diagnoses or advice, legal advice, or financial advice or decisions (such as investment advice, loan approvals, determining financial eligibility or creditworthiness). Where Client configures the AI Services to operate autonomously (such as booking appointments, responding to inquiries, or quoting pricing), Client's configuration and activation of such features constitutes Client's authorization and approval of actions taken by the AI Services within those configured parameters.

3.8.2. Pricing Output. Client acknowledges and agrees that when utilizing the AI Services to present, discuss, quote, or negotiate pricing on Client's behalf, Podium shall have no liability for any pricing errors, inaccuracies, or discrepancies that may result from such interactions. Client retains full responsibility for reviewing, approving, and confirming all pricing terms before any binding commitments are made. Client understands that the AI Services operate based on programmed parameters and may not account for all variables, market conditions, or specific business considerations that could affect appropriate pricing. By enabling the AI Services to handle pricing discussions, Client assumes all risk associated with pricing decisions and waives any claims against Podium for financial losses, missed opportunities, or other damages arising from pricing activities of the AI Services.

4. CLIENT DATA.

4.1. Rights in Client Data. As between the parties, Client retains all right, title, and interest (including any intellectual property rights) in and to any text, images, or other content and data that Client selects or submits for use or incorporation with the Services (including without limitation, Client trademarks, trade names, service marks, and logos, chat and message logs, Customer Data, PHI, or any Third-Party Content) ("Client Data"). To the extent Client is a Covered Entity or a Business Associate, as those terms are defined in HIPAA, "Client Data" also includes PHI. "Customer Data" means data related to the identity, characteristics, and activities of Customers, collected or submitted to the Services by Client or captured by the Services. "Third-Party Content" means content, data, or other materials that Client provides to the Podium Services from its third-party data providers, including through Third-Party Services (as defined below) used by Client. Client hereby grants Podium a non-exclusive, worldwide, royalty-free, transferable right and license to collect, use, copy, store, transmit, modify, and create derivative works of the Client Data as necessary to provide the Services and related services to Client and as otherwise provided herein and in Podium's [Privacy Policy](#) (the "Privacy Policy"), and hereby instructs Podium to do the same. Client further instructs Podium to use and disclose Customer Data as necessary to provide the Services consistent with this Agreement and as otherwise set forth in the [Privacy Policy](#).

4.2. Aggregate/Anonymous Data. Client agrees that Podium will have the right to generate usage data from Client's use of the Services and may aggregate anonymized Client Data ("Aggregate/Anonymous Data"). Notwithstanding anything to the contrary herein, the parties agree that Aggregate/Anonymous Data is Podium Technology, which Podium may use for any business purpose during or after the term of this Agreement (including without limitation to develop and improve Podium's products and services and to create and distribute reports and other materials). Podium will not distribute Aggregate/Anonymous Data in a manner that personally identifies Client or its Customers, or that would otherwise violate applicable Laws. If Client and Podium have entered into a BAA, Podium will use the Aggregate/Anonymous Data only in conformity with the terms of such agreement.

4.3. Monitoring. Client understands and agrees that Podium may monitor and analyze Client Data or Customer Data (including but not limited to reviews, surveys, messages, chats, etc.) to improve the Website or Services; to improve Client's experience using the Website or Services; to customize and communicate informational or product offerings and promotions to Client; to ensure compliance with the Acceptable Use Policy (including taking corrective action permitted therein); and/or to make the Website or Services more helpful or useful to Client and other users. This may include use of technologies (such as session replay services, transcription services, cookie, pixel, or other tracking technologies) that maintain records of browsing sessions and other activities on the Website and Services. Client also understands that any third-party platform(s) or Third-Party Service(s) Client elects to use or access in conjunction with the Services may also monitor and analyze the Client Data and/or Customer Data Client uses or accesses in connection with such third-party platforms, to customize and communicate information or product offerings and promotions to Client; to ensure compliance with applicable terms of use; and to make such third-party platform(s) more helpful or useful to Client and other users.

4.4. Security. Podium agrees to maintain physical, technical, and organizational measures designed, in its discretion, to secure its systems from unauthorized access, use, or disclosure. If Client is a Covered Entity or Business Associate, as defined in HIPAA, Podium and Client agree to the terms of Podium's BAA (currently available at <https://legal.podium.com/#baa>), which may be amended from time to time, and to secure and utilize PHI in accordance with the BAA. Podium takes no responsibility and assumes no liability for any Client Data other than its express security obligations in this Section 4.4.

4.5. Privacy and Data Processing. The Privacy Policy describes how we handle the information you provide to us or we otherwise collect when you and your Customers use the Services. You understand that through your use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information, including, as applicable, the transfer of this information to the United States and other countries for storage, processing, and use by Podium and its affiliates. Additionally, to the extent applicable, the parties agree that Podium's [Data Processing Addendum](#) ("Data Processing Addendum" or "DPA") (currently available at <https://legal.podium.com/#dpa>), governs in the event Podium Processes any Covered Data as Client's Processor (as defined in the DPA) in connection with this Agreement, and Podium's obligations with respect to Client Data are limited to those explicitly stated in this Agreement and the DPA. Client is solely responsible for the accuracy, quality, integrity, and legality of all Client Data.

4.6. Franchisor/Licensor Access. If Client is a franchisee or licensee, Client hereby authorizes Podium to provide Client's franchisor or licensor with access to Client Data; provided that the franchisor or licensor has a contractual right to access Client Data pursuant to an agreement between Client and the franchisor or licensor (a "Franchise/License Agreement"). If Client requests that Podium share Client Data with Client's franchisor or licensor, or Client's franchisor or licensor requests access to Client Data, Client agrees to provide to Podium a fully executed copy of its Franchise/License Agreement demonstrating the franchisor's or licensor's right to access Client Data.

4.7. Importing Client Data. If Client transmits any data to Podium, Client acknowledges that data transfers involve inherent risks, including the possibility of human and machine errors, omissions, data loss, and media damage. Podium will not be liable for any such errors, omissions, losses or damages.

5. CLIENT OBLIGATIONS.

5.1. Warranty. Client warrants and represents that it will use the Services in full compliance with all Laws and terms of this Agreement, including the Acceptable Use Policy, and that it will not use the Services in a manner that would cause Podium to violate any obligation with respect to any such Laws. Client also warrants and represents that: (a) Client has sole ownership of any Client Data it provides to Podium, or otherwise has legal rights to provide such Client Data, and Client Data will not violate third-party rights, including intellectual property, privacy, and publicity rights; (b) Podium's possession and/or use of the Client Data on Client's behalf in connection with the Services, as contemplated hereunder, will not violate any contract, statute, regulation, or other third-party rights; (c) any Client Data Client and/or Client's authorized representative(s) submit for publication on an online review or ratings website as a provider of goods or services will be true and accurate, and will only concern Client or the goods and/or services that Client provides; (d) Client is authorized to provide Podium with any Customer, Client, or Authorized User information it provides in connection with the Services, including any personally identifying information; and (e) Client and/or Client's Authorized User(s) will only use the Services for interaction with actual Customers. If Client receives any take-down requests or infringement notices related to Client Data or its use of Third-Party Services, it will promptly stop using these items with the Services and notify Podium immediately. Additionally, if an integration is included in the Services Client orders, Client grants Podium the right to access Client's Data and, if applicable, Client's CRM system directly or through a third-party service for the purposes of fulfilling Podium's obligations under this Agreement, and Client warrants that Client is not restricted by law or applicable agreement from granting Podium such right.

5.2. Customer Consent; Intended Use of the Services. Client understands and agrees that the Services are intended to allow Client to communicate electronically only with Client's own current Customers who have consented to the receipt of such communications and are provided with all necessary notices in accordance with applicable Laws. Without limiting the foregoing, some AI Services may include automatic speech recognition technology, speech-to-text or text-to-speech capabilities, or natural language understanding and involve the monitoring or capture of real-time transcription of Customer communications by Podium that requires informed consent from Customers in accordance with applicable Laws. Accordingly, Client will for the duration of the Subscription Term: (a) provide all required disclosures to Customers and obtain all required consents and/or authorizations from Customers, based on applicable Laws, prior to and during use of the Services; (b) obtain all necessary rights, releases, and consents to allow Client Data to be collected, used, and disclosed in the manner contemplated by this Agreement and to grant Podium the rights herein; and (c) use the Services in compliance with all Laws, the terms of this Agreement (including the

Acceptable Use Policy) and industry-specific best practices, including but not limited to Do Not Call rules and prohibitions. Client also understands and agrees that the Services are intended primarily to be used for transactional and/or informational communications. If Client uses the Services to make or send any written electronic communication (including but not limited text messages) that includes advertisements, marketing, telemarketing, or promotional messaging, as such are defined in applicable Laws (hereinafter, collectively "Marketing"), Client must, in each instance, clearly designate such message(s) as "Marketing" within the Service prior to sending. Client agrees and acknowledges that Client is solely responsible for its compliance with applicable Laws and the Acceptable Use Policy and must not rely on the Services for any such compliance. Use of the Services does not guarantee compliance with Laws or the Acceptable Use Policy, and Podium expressly disclaims any liability for Client's non-compliance. Podium reserves the right to suspend or terminate Client's access to the Services or specific feature(s) of the Services if Podium believes, in its sole discretion, that Client has violated this Section 5.

6. AVAILABILITY OF SERVICES; SUPPORT.

6.1. Availability. Subject to the terms of this Agreement and any scheduled maintenance and unavailability caused by: (a) actions or omissions of Client; (b) failures, errors, or defects in the facilities, hardware, software, or network of Client; or (c) circumstances that constitute a force majeure event or that are beyond Podium's reasonable control, the Services will be available for access via the Website 99.0% of the time during of the applicable Subscription Term. Client's sole remedy and Podium's sole liability for failure to meet the aforementioned availability will be support in accordance with Section 6.2.

6.2. Support. If you are current with payment of applicable Fees, Podium will provide you with standard technical support for the Service, which may include web-based support resources through the Website. Such support will be provided in accordance with Podium's then-current support policies, if any, as may be published or updated from time to time. Additional support services may be available to Client subject to payment of applicable fees (if any), as specified in any applicable Subscription Documentation. Any support services are subject to this Agreement. Podium may also provide onboarding, deployment, and other services under this Agreement, including via Third-Party Services or subcontractors. If applicable, the scope, pricing, and other terms for these additional services will be set forth in the applicable Subscription Documentation or Additional Terms. Podium's ability to deliver the Services depend on Client's reasonable and timely cooperation and the accuracy and completeness of any information from Client needed to deliver the Services. Except as otherwise expressly stated in this Agreement or any applicable Subscription Documentation, Client is primarily responsible for its own account setup and onboarding. Please note that while Podium can help explain how the Services work, Podium cannot provide legal, financial, or other professional advice. Client must consult the services of a competent professional should Client need this type of assistance. Where the Services include migration of Client's data into Podium's platform, Client is responsible for obtaining and delivering all data to be migrated in a usable format and for confirming its completeness and accuracy prior to delivery. Podium will load Client-provided data in the form and organization in which it is delivered and is not responsible for the retrieval, completeness, accuracy, or organization of Client's data from any prior system. Any migration work outside Podium's standard supported scope is subject to additional fees as set forth in the applicable Subscription Documentation.

7. FEES AND PAYMENT.

7.1. Fees. Unless otherwise specified on Client's Subscription Documentation, the Services are provided on an ongoing, per license subscription-basis, including automatically recurring payments for periodic charges, according to the terms and conditions of the Subscription Documentation ("Subscription"). Client agrees to pay to Podium the fees for the Subscription to the Services or any Bundle ("Subscription Fees"), any one-time fees for setup implementation, onboarding, professional services, or similar services ("One-Time Fees"), any fees calculated based on Client's consumption of the Services ("Usage Fees"), any Overage Fees as set forth in Section 7.6, and any other additional fees (if applicable), all as set forth in the applicable Subscription Documentation or Additional Terms (collectively, the "Fees"). Unless otherwise specified in the applicable Subscription Documentation, payment for all Fees is due within thirty (30) days of the invoice date.

7.2. Payment of Fees. Unless otherwise specified in the applicable Subscription Documentation, the following default payment terms apply to all Fees, and all references to currency set forth herein will mean U.S. dollars, with all payments hereunder to be

made in U.S. dollars: (a) Subscription Fees will be paid annually in advance; (b) One-Time Fees are due and payable as invoiced and are not subject to the auto-renewal or recurring billing provisions of this Agreement; (c) Usage Fees will be invoiced monthly in arrears based on Client's usage during the applicable billing period, and Podium's usage records and systems of measurement will be the authoritative basis for calculating Usage Fees; and (d) Overage Fees will be charged in arrears as set forth in Section 7.6. Client may dispute Usage Fees or Overage Fees within thirty (30) days of invoice by providing written notice to Podium detailing the basis for the dispute. For any single payment or aggregate annual Subscription Fees exceeding Two Hundred Thousand Dollars (\$200,000.00), Client must pay by wire transfer or ACH; credit card payments are not permitted for amounts exceeding this threshold. All Fees are non-refundable and non-creditable, except as expressly set forth in Sections 2.3 (Modification of the Services) and 8.3 (Termination for Cause). If the payment method selected on Client's Subscription Documentation is credit card, ACH, or direct debit, Client acknowledges and authorizes Podium to charge Subscription Fees, Usage Fees, Overage Fees, and other applicable amounts (such as taxes or Industry Fees) automatically, on an auto-renew basis on your Subscription Start Date (as defined below) for each subsequent Subscription Term. For the avoidance of doubt, all additional Subscription Fees for additional Services accessed by Client will be billed when the Service is first accessed by Client and automatically, on an auto-renew basis on Client's existing Subscription Start Date. Podium may from time to time provide notice to Client regarding any Renewal Term(s) and the auto-renew processes. The Subscription will continue unless and until you or Podium terminate your Subscription in accordance with Section 8. You must cancel your Subscription before it renews in order to avoid billing the next periodic Subscription Fees to your account. If Client pays by credit card, then Client is responsible for both (a) enabling auto-recharge on Client's account and (b) ensuring that the account has a sufficient positive balance to cover all Fees when due. Should Podium be unable to process/receive the Fees when due and owing, payment will be considered overdue. Podium will have the right to charge interest on all overdue amounts equal to the maximum amounts allowed by applicable Law. Additionally, after payment becomes overdue, Podium will have the right to immediately suspend Client's access to the Services and/or seek to enforce Client's payment obligations, including through the use of third-party services. If Podium sends Client's account for collection and/or initiates legal action to collect overdue amounts, Podium may seek to recover all costs and expenses of such action, including reasonable legal or attorney's fees, court costs, and expenses.

7.3. Taxes and Other Governmental or Regulatory Fees. Podium's Fees are exclusive of all taxes, regulatory fees, or levies and Client must pay any applicable taxes, regulatory fees, or levies (which for clients located in Australia, includes any applicable goods and services taxes as set out in a New Tax System (Goods and Services Tax) Act 1999 (Cth)), whether domestic or foreign, other than taxes based on the income of Podium. Client will make tax and regulatory fee payments to Podium to the extent amounts are included on Podium's invoices. For cross-border sales into Canada or Australia, Podium requires Client to provide a valid tax registration number (e.g., Canadian GST/HST Number, Australian Business Number / ABN) confirming Client's status as a registered business entity prior to contract execution or invoice generation.

7.4. Industry Fees and Surcharges. Your use of the Services may also be subject to certain industry-related fees or surcharges (such as fees imposed by telecommunications carriers or other over the top communications providers (for example, 10-digit long code (10DLC)-related fees)) (collectively, "Industry Fees"). Industry Fees may also include cost recovery fees representing a reasonable recovery of the charges, fees, and administrative expenses imposed on Podium and associated with the provision of the Services to you and your use of the Services. Podium's Fees are exclusive of any such Industry Fees, and you will be required to pay any such Industry Fees related to your use of the Services. Where required by law, or at our own election, Podium will reflect such Industry Fees as a separate line on your invoice. Industry Fees may change at any time.

7.5. Fee Increase. Podium reserves the right to determine the applicable Fees for any Service(s). While Podium will make reasonable efforts to keep the information relating to Fees published on its Website up to date, you should check the Website periodically for information about current Fees. If any Fees (other than taxes, Industry Fees, or governmental/regulatory fees, which may change at any time) are specified on your Subscription Documentation, Podium may increase Fees applicable to you upon forty-five (45) days' prior written notice, effective on the start date of your subsequent Subscription Term (if Client has not elected to opt out of the automatic renewal or renegotiate the Fees). With respect to Usage Fees, Podium may update its published usage rates at any time upon thirty (30) days' prior written notice to Client. Updated usage rates will apply to all usage occurring on or after the effective date specified in the notice, regardless of Client's current Subscription Term. Additionally, notwithstanding the

foregoing, Podium may adjust the Payments Services Fees as set forth in the Payments Service Terms. Podium may also, from time to time and in its sole discretion, make promotional offers or different Fees available to its clients or other users. Such promotional offers will not apply to you or this Agreement unless specified in writing in your Subscription Documentation. Your continued use of the Services after a Fee increase will constitute your agreement and acceptance to any increase in Fees.

7.6. Usage Overages and Overage Fees. Use of the Services exceeding the applicable Scope of Use during any billing period constitutes "Overage Usage" and may result in automatic overage charges at Podium's then-current standard rates, unless otherwise specified in your Subscription Documentation ("Overage Fee(s)"). Overage Fees are calculated based on your usage data, automatically charged in arrears in the month following the Overage Usage, and due within thirty (30) days of invoice date, unless otherwise specified on your Subscription Documentation. If you have authorized automatic payments for your Fees, Overage Fees will be automatically charged to your designated payment method along with your regular Fees. Client may dispute Overage Fees within thirty (30) days of invoice by providing written notice to Podium detailing the basis for the dispute.

8. TERM AND TERMINATION.

8.1. Term. This Agreement is effective until the applicable Subscription Term for the Services has expired or the Subscription is terminated as expressly permitted herein. Unless otherwise stated in Client's Subscription Documentation, the initial term for any Subscription to the Services is twelve (12) months and will automatically renew for subsequent periods of equal duration (the "Subscription Term"), unless either party gives written notice of non-renewal at least thirty (30) days before the end of the then-current Subscription Term. Client may give notice of non-renewal by sending an email to support@podium.com. If no Subscription start date is specified on the applicable Subscription Documentation, the Subscription starts when Client first obtains access to the Services ("Subscription Start Date"). By agreeing to any Subscription Documentation, Client is agreeing to pay applicable fees for the entire Subscription Term. Client cannot cancel or terminate a Subscription Term except as expressly permitted by this Section 8.1 (Term) or Section 8.3 (Termination for Cause). Unless Client's Subscription Documentation expressly states otherwise, any additional Services purchased during Client's Subscription Term will be coterminous with Client's most recent Podium platform Subscription Term.

8.2. Suspension of Services. Podium may suspend Client's (or any Authorized User's, as applicable) access to the Services if: (a) Client's account is overdue (including any unpaid Fees, including Overage Fees, Usage Fees, and One-Time Fees, if applicable), or (b) Client has exceeded its Scope of Use limits and has not paid any applicable Overage Fees. Podium may also suspend Client's (or any Authorized User's, as applicable) access to the Services, remove Client Data, or disable Third-Party Services if it determines that: (i) Client has breached Sections 3 (Use Rights; Restrictions) or 5 (Client Obligations); (ii) Client has violated the Acceptable Use Policy, including the reasonable use policies; or (iii) suspension is necessary to prevent harm or liability to other clients of Podium or third parties or to preserve the security, stability, availability, or integrity of the Services. Podium will have no liability for taking action as permitted above. For avoidance of doubt, Client will remain responsible for payment of Fees during any suspension period. Unless this Agreement has been terminated, Podium will cooperate with Client to restore access to the Services once it verifies that Client has resolved the condition requiring suspension.

8.3. Termination for Cause. Either party may terminate this Agreement, including any related Subscription Documentation, if the other party: (a) fails to cure any material breach of this Agreement (including a failure to pay fees) within thirty (30) days after written notice detailing the breach; or (b) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against that party (and not dismissed within sixty (60) days thereafter) (or in the case of clients located in Australia, such party has a liquidator appointed or otherwise ceases to carry on business). If Client terminates during the Subscription Term for any reason other than the foregoing, Client will be responsible for the Fees due for the entire Subscription Term. Podium may also terminate this Agreement or any related Subscription Documentation immediately if Client breaches Sections 3 (Use Rights; Restrictions) or 5 (Client Obligations), for repeated violations of other Sections of this Agreement, or if applicable, a breach of the parties' BAA and Client will be responsible for the Fees due for the entire Subscription Term, as set forth in Section 8.4.

8.3.1. Dissolution or Cessation of Business. Podium may, in its sole discretion, terminate this Agreement if Client: (a) files articles of dissolution or cancellation with its jurisdiction of formation; (b) has its existence terminated or revoked by its

jurisdiction of formation; (c) makes a general assignment for the benefit of creditors; or (d) sells all or substantially all of its assets other than in a permitted assignment under Section 16.1. Client must deliver to Podium a certified copy of the applicable filing, certificate, court order, or assignment instrument issued by the relevant governmental authority. Client's assertion of dissolution alone is not grounds for termination, and Client remains responsible for all Fees due for the remainder of the Subscription Term regardless of any dissolution or cessation event. A change in ownership, management, or branding, a reduction in workforce, locations, or scope of operations, Client's decision to stop using the Services, or Client's formation of a new entity to continue substantially similar operations does not constitute dissolution or cessation under this subsection. Any request by Client for termination under this subsection is subject to approval in Podium's sole discretion.

8.4. Effect of Termination. Upon any expiration or termination of this Agreement or any Subscription Documentation: (a) Client's license rights will terminate and it must immediately cease use of the Services (including any related Podium Technology) and delete (or, at Podium's request, return) any and all copies of any Podium documentation, scripts, passwords or access codes, and any other Podium Confidential Information in Client's possession, custody, or control; and (b) Client's right to access any Client Data in the applicable Services will cease, and Podium's obligations with respect to Client Data following termination will be as set forth in Section 8.4.1 below. If Podium terminates this Agreement for cause as provided in Section 8.3 (Termination for Cause), any payments for the remaining portion of the Subscription Term will become due and must be paid immediately by Client. Upon any expiration or termination of this Agreement: (i) all accrued and unpaid Fees (including Subscription Fees, Usage Fees, Overage Fees, and One-Time Fees) through the effective date of termination will become immediately due and payable; (ii) One-Time Fees paid prior to termination are fully earned and non-refundable; and (iii) Usage Fees and Overage Fees will be calculated through the effective date of termination and invoiced in accordance with Sections 7.2 and 7.6. Except where this Agreement specifies an exclusive remedy, all remedies under this Agreement, including termination or suspension, are cumulative and not exclusive of any other rights or remedies that may be available to a party.

8.4.1. Client Data Export and Deletion. If Client is current with payment of all applicable Fees, Client may export Client Data from its account at any time during the Subscription Term using standard features Podium makes available within the platform. Following expiration or termination, Client's ability to access Client Data through its account will no longer be available. However, upon written request within thirty (30) days following expiration or termination (the "Export Period"), and provided Client has paid all outstanding Fees, an export of Client Data may be available as a professional services engagement, subject to Podium's then-current Fees. Podium makes no warranty regarding the integrity, completeness, or timeliness of exported data. After the Export Period, Podium may delete all Client Data in its possession, except to the extent prohibited by applicable Law or a BAA, and will not be required to remove Client Data from backup systems until such backups are deleted in the ordinary course, provided Podium continues to protect such data in accordance with Section 4.4 until deletion.

8.5. Survival. The following Sections survive any expiration or termination of this Agreement: 1 (Definitions); 3 (Use Rights; Restrictions); 4 (Client Data); 7 (Fees and Payment); 8 (Term and Termination); 9 (Confidential Information); 10 (Podium Technology); 11 (Third-Party Services); 12 (Indemnification); 13 (Disclaimers); 14 (Limitations of Liability); 15 (Dispute Resolution); and 16 (General).

9. CONFIDENTIAL INFORMATION.

9.1. Obligation of Confidentiality. Except as otherwise expressly permitted in this Agreement, each party (as the receiving party) must: (a) hold in confidence and not disclose the other party's Confidential Information to third parties; and (b) use the other party's Confidential Information only as necessary to fulfill its obligations and exercise its rights under this Agreement. Each party may share the other party's Confidential Information with its employees, agents, contractors, subcontractors, or Authorized Users having a legitimate need to know (which, for Podium, includes the subcontractors referenced in Section 16.6), provided that such party remains responsible for any recipient's compliance with the terms of this Section 9 and these recipients are bound to confidentiality obligations no less protective than this Section.

9.2. Exclusions. These confidentiality obligations do not apply to (and Confidential Information does not include) information that: (a) is or becomes public knowledge through no fault of the receiving party; (b) was known by the receiving party prior to receipt of the Confidential Information; (c) is rightfully obtained by the receiving party from a third party without breach of any confidentiality

obligation; or (d) is independently developed by the receiving party without using the disclosing party's Confidential Information. A party may also disclose the other party's Confidential Information to the extent required by law, subpoenas, or court orders, provided it uses commercially reasonable efforts to notify the other party (where permitted to do so) and cooperates in any effort by the other party to obtain confidential treatment for the information.

9.3. Remedies. The parties acknowledge that disclosure of Confidential Information may cause substantial harm for which damages alone may be an insufficient remedy, and so upon breach of this Section, each party is entitled to seek appropriate equitable relief in addition to any other remedies it may have at law.

10. PODIUM TECHNOLOGY.

10.1. Ownership and Updates. By accepting this Agreement, Client acknowledges that it is obtaining only a limited right to use the Services and irrespective of any use of the words "purchase", "sale", or similar terms, no ownership rights are transferred to Client under this Agreement and, except as expressly permitted by such limited right, Client may not make any use of Podium Technology. Client agrees that Podium (or its suppliers) exclusively retains all rights, title, and interest (including all intellectual property rights) in and to all Services, products, any and all related documentation, software, technology, code, know-how, logos, trademarks, service marks, and templates (including in any reports or output obtained from the Services), anything delivered as part of support, materials or other services, and any updates, modifications, or derivative works of any of the foregoing, including as may incorporate any Suggestions (as defined below) provided by Podium (collectively, "Podium Technology") (which is deemed Podium's Confidential Information) and reserves any licenses not specifically granted herein. Furthermore, Podium exclusively owns and reserves all right, title, and interest in and to Podium's Confidential Information and any data, in anonymized or aggregated form that does not identify you, any end users, or any natural person, generated or derived from the use or operation of the Services, including volumes, frequencies, bounce rates, and performance results for the Services. The Services are offered as an online, hosted product. Accordingly, Client acknowledges and agrees that it has no right to obtain a copy of the software behind any Services and that Podium at its option may make updates, bug fixes, modifications, or improvements to the Services from time to time.

10.2. Suggestions. If Client elects to provide any suggestions, comments, improvements, information, ideas, or other feedback or related materials to Podium (collectively, "Suggestions"), Client hereby grants Podium a worldwide, exclusive, perpetual, non-revocable, sublicensable, royalty-free right, and license to use, copy, disclose, license, distribute, and exploit any such Suggestions in any manner without any obligation, payment, or restriction based on intellectual property rights or otherwise. Nothing in this Agreement limits Podium's right to independently use, develop, evaluate, or market products, whether incorporating Suggestions or otherwise.

11. THIRD-PARTY SERVICES.

Podium may, from time to time, contract with a third party, including Service Partners and/or Subcontractors, as defined in Section 16.6 below, to facilitate certain features of the Services. Podium may also allow or facilitate Client to make arrangements with other third-party platforms or providers that offer products or services, such as applications, integrations, add-ons, software, code, online services, systems, and other products that are not Podium Technology, in connection with, but which are not included in, the Services as defined in this Agreement ("Third-Party Service(s)"). If Client elects to use any Third-Party Service(s) in connection with the Services, such Third-Party Service(s) may make Third-Party Content available to Client and may access Client's instance of the Services, including Client Data. Client agrees and acknowledges that use of such Third-Party Service(s) may require Client to enter into separate terms and conditions with such third-party. Unless Podium expressly agrees otherwise in a signed writing, Podium (a) is not a party to any such terms; (b) will not be liable thereunder; (c) does not warrant or support Third-Party Services or Third-Party Content; and (d) disclaims all responsibility and liability for Third-Party Services and their access to the Services, including their modification, deletion, disclosure, or collection of Client Data. Podium is not responsible in any way for Client Data once it is transmitted, copied, or removed from the Services. Unless Podium expressly states otherwise in signed writing, Third-Party Services are not "subcontractors" under this Agreement, and Podium disclaims all responsibility and liability for the actions or omissions of any Third-Party Services, including but not limited to Developers.

12. INDEMNIFICATION.

12.1. Indemnification by Client. Client will indemnify and hold harmless Podium and its officers, directors, employees, consultants, contractors, sub-contractors, affiliates, subsidiaries, and agents (together, the "Podium Entities") from and against any third-party claims and related costs, damages, liabilities, and expenses (including reasonable attorney's fees) arising from or pertaining to: (a) your unauthorized use of, or misuse of, the Services, including but not limited to the Podium Marketplace and Podium API, as applicable; (b) your violation of, or any claim that you have violated, any applicable Law or third party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; (c) any dispute or issue between you and any third party (including but not limited to your Customers, any Developers, and any Third-Party Services); (d) any demand, dispute, or issue (including without limitation fee disputes) between you and any Payment Service Provider(s) (as defined in the applicable Additional Terms); (e) any Client Data; (f) Podium's use, as contemplated in this Agreement, of any information provided to Podium by you or your Customers; (g) breach or alleged breach of this Agreement, including Client's warranties and obligations; (h) your reliance or implementation of any Output generated by the AI Services; or (i) if applicable, any breach or alleged breach of Client's obligations contained in the BAA. Client also agrees to defend the Podium Entities against these claims at Podium's request, but Podium may participate in any claim through counsel of its own choosing and the parties will reasonably cooperate on any defense. In the event Podium assumes exclusive defense of such claims, Client agrees to cooperate with our defense of any such claims. Client may not settle any claim without Podium's prior written consent if the settlement does not fully release Podium from liability or would require Podium to admit fault, pay any amounts, or take or refrain from taking any action.

12.2. Indemnification by Podium. Podium will indemnify and hold Client harmless from and against any third-party claims and related costs, damages, liabilities, and expenses (including reasonable attorney's fees) arising from or pertaining to (a) Podium's gross negligence or willful misconduct; or (b) Podium's infringement, misappropriation, or violation of a third party's intellectual property rights. Podium also agrees to defend Client against these claims at Client's request, but Client may participate in any claim through counsel of its own choosing and the parties will reasonably cooperate on any defense. Podium must not settle any claim without Client's prior written consent if the settlement does not fully release Client from liability or would require Client to admit fault, pay any amounts, or take or refrain from taking any action.

12.3. Exclusions to Podium's Indemnification. Podium will not be required to indemnify Client under Section 12.2(b) above, to the extent that the infringement, misappropriation, or violation of a third party's intellectual property rights arises from: (a) modification of the Services by Client, its Authorized Users, Developers, Third-Party Services, affiliates, employees, or contractors in conflict with Client's obligations or as a result of any prohibited activity under this Agreement, (b) use of the Services in a manner inconsistent with this Agreement, the Acceptable Use Policy, the Additional Terms, the Subscription Documentation, or any other agreement related to this Agreement, or (c) use of the Services in combination with any other application, product, or service not provided by Podium if such claim would not have occurred without such combination. In the event Client is unable to use a portion of the Services due to an allegation arising under 12.2(b), Podium may, at its option, procure the right for Client to continue to use such Service, or replace or modify such Service so that it becomes non-infringing. If neither option is available, Podium may terminate this Agreement or the applicable Subscription Documentation and refund all paid and unused Fees. This section details Client's sole and exclusive remedy with respect to any claim related to intellectual property infringement.

13. DISCLAIMERS.

13.1. EXCEPT AS PROVIDED EXPRESSLY HEREIN, ALL PODIUM TECHNOLOGY AND RELATED SERVICES, MATERIALS, AND CONTENT AVAILABLE THROUGH THE PODIUM TECHNOLOGY ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. NEITHER PODIUM NOR ITS SUPPLIERS MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. PODIUM MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE THAT PODIUM TECHNOLOGY WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS, THAT CLIENT DATA WILL BE ACCURATE, COMPLETE, OR PRESERVED WITHOUT LOSS, OR THAT PODIUM TECHNOLOGY WILL BE SECURE, TIMELY, UNINTERRUPTED, OR ERROR-FREE, AND PODIUM DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED. PODIUM WILL NOT BE RESPONSIBLE OR LIABLE IN

ANY MANNER FOR ANY CLIENT PROPERTIES, THIRD-PARTY SERVICES, THIRD-PARTY CONTENT, OR NON-PODIUM SERVICES (INCLUDING FOR ANY DELAYS, INTERRUPTIONS, TRANSMISSION ERRORS, SECURITY FAILURES, AND OTHER PROBLEMS CAUSED BY THESE ITEMS), FOR THE COLLECTION, USE, AND DISCLOSURE OF CLIENT DATA AUTHORIZED BY THIS AGREEMENT, OR FOR DECISIONS OR ACTIONS TAKEN (OR NOT TAKEN) BY CLIENT BASED UPON PODIUM TECHNOLOGY OR PODIUM'S RELATED SERVICES (INCLUDING CHANGES TO CLIENT PROPERTIES). THE DISCLAIMERS IN THIS SECTION 13 WILL APPLY TO THE MAXIMUM EXTENT NOT PROHIBITED BY APPLICABLE LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN. CLIENT MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, ANY STATUTORILY REQUIRED WARRANTIES UNDER APPLICABLE LAW, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERIOD AND MAXIMUM EXTENT PERMITTED BY LAW.

13.2. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICES OR PODIUM ENTITIES OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICES WILL CREATE ANY WARRANTY REGARDING ANY OF THE PODIUM ENTITIES OR THE SERVICES THAT IS NOT EXPRESSLY STATED IN THESE TERMS. PODIUM DOES NOT PROVIDE ITS CLIENTS WITH LEGAL ADVICE REGARDING DATA PRIVACY OR COMPLIANCE WITH RELEVANT LAW IN ANY JURISDICTION, AND ANY STATEMENTS MADE BY PODIUM TO ITS CLIENT(S) DO NOT CONSTITUTE LEGAL ADVICE. USE OF THE SERVICES DOES NOT GUARANTEE COMPLIANCE WITH APPLICABLE LAWS IN ANY JURISDICTION.

13.3. For Clients Located in Australia Only. Neither this Section 13 (Disclaimers) nor Section 14 (Limitations of Liability) below excludes, restricts, or modifies the application of any provision of the Australian Consumer Law (ACL) (whether applicable as a law of the Commonwealth, or any state or territory of Australia), the exercise of any right to remedy conferred by the ACL, or the liability of Podium for a failure to comply with any applicable consumer guarantees where to do so would contravene the ACL or cause any part of these sections to be void. Additionally, Section 13.2 above does not apply to the extent Client is entitled to a right to rely under applicable Law.

14. LIMITATIONS OF LIABILITY.

14.1. TO THE MAXIMUM EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL PODIUM OR ITS SUPPLIERS BE LIABLE FOR ANY LOSS OF USE, LOST OR INACCURATE DATA, INTERRUPTION OF BUSINESS, LOST PROFITS, COSTS OF DELAY, REPUTATIONAL HARM, OR ANY INDIRECT, SPECIAL, INCIDENTAL, COVER, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER CAUSED, EVEN IF INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL PODIUM'S OR ITS SUPPLIERS' TOTAL LIABILITY EXCEED IN AGGREGATE THE AMOUNT ACTUALLY PAID BY CLIENT TO PODIUM FOR THE APPLICABLE SERVICE(S) OR RELATED SERVICE(S) IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM. FOR FREE ACCESS SUBSCRIPTIONS OR BETA RELEASES, PODIUM'S TOTAL LIABILITY WILL NOT EXCEED IN AGGREGATE FIFTY U.S. DOLLARS (\$50.00 US). NOTWITHSTANDING THE FOREGOING, NONE OF THE LIMITATIONS IN THIS SECTION 14 EXCLUDES EITHER PARTY'S LIABILITY FOR FRAUD OR FOR DEATH OR PERSONAL INJURY TO THE EXTENT CAUSED BY A PARTY'S NEGLIGENCE. IN ADDITION, THE LAWS IN SOME JURISDICTIONS MAY NOT ALLOW SOME OF THE LIMITATIONS OF LIABILITY IN THIS SECTION. IF ANY OF THESE LAWS IS FOUND TO APPLY TO THIS AGREEMENT, THIS SECTION 14 WILL APPLY TO THE MAXIMUM EXTENT NOT PROHIBITED BY SUCH LAW. EACH PARTY ACKNOWLEDGES AND AGREES THAT THIS SECTION 14 IS A FUNDAMENTAL BASIS OF THE BARGAIN AND A REASONABLE ALLOCATION OF RISK BETWEEN THE PARTIES AND WILL SURVIVE AND APPLY TO ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY PODIUM TECHNOLOGY, OR ANY RELATED SERVICES, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE), EVEN IF ANY LIMITED REMEDY IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 14 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

14.2. FOR CLIENTS LOCATED IN AUSTRALIA ONLY. TO THE EXTENT THAT LIABILITY CANNOT BE EXCLUDED UNDER THIS SECTION 14, AND WHERE THE ACL APPLIES, PODIUM'S LIABILITY IS LIMITED AT THE OPTION OF PODIUM TO (A) IN THE CASE OF ANY PRODUCT, ANY ONE OR MORE OF THE FOLLOWING (i) THE REPLACEMENT OF THE PRODUCT OR THE SUPPLY OF

EQUIVALENT PRODUCT, (ii) THE REPAIR OF THE PRODUCT, (iii) THE PAYMENT OF THE COST OF REPLACING THE PRODUCT OR OF ACQUIRING EQUIVALENT PRODUCT, OR (iv) THE PAYMENT OF THE COST OF HAVING THE PRODUCT REQUIRED, IF APPLICABLE; AND (B) IN THE CASE OF ANY PODIUM TECHNOLOGY OR SERVICES OR RELATED SERVICES PERFORMED BY PODIUM: (i) THE SUPPLY OF THOSE SERVICES AGAIN, OR (ii) THE PAYMENT OF THE COST OF HAVING THOSE SERVICES APPLIED AGAIN.

15. DISPUTE RESOLUTION.

If a dispute arises between the parties related to this Agreement or the Services provided therefrom, and the dispute cannot be settled through informal negotiations, the parties agree to resolve their dispute (referred to herein as "Claim(s)") as follows:

15.1. Mediation. The parties agree to participate in mediation to settle their Claims in accordance with the rules and procedures found in Utah Code § 78B-10-101 et seq. (Utah Uniform Mediation Act and referred to as "UUMA") (or for clients located in Australia, the rules and procedures found in the Institute of Arbitrators and Mediators Australia Mediation Rules ("Rules")) and this Agreement before a party can file a judicial action, whether in a court of law, an administrative body, government agency, or otherwise. If there are any conflicting provisions between UUMA (or for clients located in Australia, the Rules) and this Agreement, the provisions in this Agreement will govern.

15.1.1. Notice. Mediation must be conducted within sixty (60) days from a party receiving written notice of Claims from a complaining party. The notice must contain a detailed description of the nature of the Claims and the requested relief sought.

15.1.2. Mediator Selection and Mediator Fees. A neutral mediator will be selected as mutually agreed upon by the parties. The mediator's fees and costs will be paid to the mediator at the end of mediation, with both parties equally sharing the mediation costs and paying their own legal fees and costs.

15.1.3. Location. Mediation will occur in Salt Lake City, Utah, unless you are located in Australia, in which case mediation will occur remotely or in Melbourne, Victoria, Australia.

15.2. Judicial Action. If the parties are unable to resolve the Claim pursuant to the mandatory mediation referenced above (or if one of the parties refuses to participate in the mandatory mediation or fails to respond to a complaining party's request for mediation), the parties may subsequently file a judicial action. Any such judicial action shall be conducted on an individual basis only, without a jury, in accordance with Section 15.4 below.

15.3. Disputes Not Subject to the Mediation Process. The following claims or actions are not subject to the mandatory mediation provisions of this Section 15:

15.3.1. A request for an order of injunctive relief and any related incidental damages;

15.3.2. A request for an order to prevent the disclosure of or misuse of Confidential Information or trade secrets; and/or

15.3.3. Enforcement of Client's payment obligations as set forth under Section 7.

15.4. Class and Jury Trial Waiver. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY AGREES THAT ANY CLAIMS ARISING UNDER THIS AGREEMENT, WHETHER IN MEDIATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION. EACH PARTY ALSO HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY ACKNOWLEDGES THAT THESE WAIVERS ARE MADE KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY. Client may opt out of the class action waiver by sending written notice to legal@podium.com within thirty (30) days of first accepting this Agreement. The opt-out notice must include Client's name, address, and a clear statement that Client wishes to opt out of the class action waiver. If Client opts out, the class waiver set forth in this Section 15.4 will not apply to Client, but all other provisions of this Agreement remain in full force and effect.

15.5. Limitation on Claims. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY CLAIM ARISING UNDER OR RELATED TO THIS AGREEMENT MUST BE COMMENCED WITHIN TWELVE (12) MONTHS AFTER THE PARTY ASSERTING THE CLAIM FIRST KNEW, OR REASONABLY SHOULD HAVE KNOWN, OF THE EVENT GIVING RISE TO THE CLAIM. ANY CLAIM NOT COMMENCED

WITHIN SUCH PERIOD IS PERMANENTLY BARRED. THIS PERIOD IS TOLLED FROM THE DATE A PARTY DELIVERS A WRITTEN MEDIATION DEMAND UNDER SECTION 15 UNTIL THIRTY (30) DAYS AFTER MEDIATION CONCLUDES OR TERMINATES. THIS SECTION DOES NOT APPLY TO FRAUD, WILLFUL MISCONDUCT, OR CLIENT'S PAYMENT OBLIGATIONS. FOR CLIENTS LOCATED IN AUSTRALIA, THIS SECTION DOES NOT APPLY TO THE EXTENT IT WOULD EXCLUDE, RESTRICT, OR MODIFY ANY NON-EXCLUDABLE RIGHT OR REMEDY UNDER THE AUSTRALIAN CONSUMER LAW.

16. GENERAL.

16.1. Assignment. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party may assign or purport to assign any of its rights or obligations under this Agreement without the advance written consent of the other party (which must not be unreasonably withheld), except that Podium may assign this Agreement without consent to an affiliate or in connection with a merger, reorganization, acquisition, or other transfer of all or substantially all of its assets or voting securities. Any attempt to transfer or assign this Agreement except as expressly authorized under this Section 16.1 will be null and void.

16.2. Notices. Any notice or communication to Podium under this Agreement must be in writing. Client must send any notices under this Agreement (including breach notices) to [Podium Headquarters](#) (include "Attn. Legal Department" in the subject line) and by email to legal@podium.com. Podium may send notices to the e-mail addresses on Client's account or, at Podium's option, to Client's last-known postal address. Podium may also provide operational notices regarding the Services or other business-related notices through conspicuous posting of such notice on Podium's Website or the Services. Podium may provide usage notifications and Overage Fee notices through the Services dashboard, email, or other electronic means as specified in Section 7.6. Each party hereby consents to receipt of electronic notices and agrees that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing. Podium is not responsible for any automatic filtering Client or its network provider may apply to email notifications.

16.3. Publicity. Unless otherwise specified in the applicable Subscription Documentation, Podium may use Client's name, logo, and marks to identify Client as a Podium Client on Podium's website and other marketing materials.

16.4. Podium Communication with Client. You agree that Podium may send you emails and text messages, including transactional, operational, and marketing messages, possibly using automated technology, to the email or phone number you provide to Podium. Message and/or data rates may apply to such messages, and you may opt out at any time. You will keep your contact information up to date and will notify Podium immediately in the event that your contact information changes.

16.5. Referral Programs. Podium may, from time to time, and in its sole discretion, offer referral programs or opportunities to certain Podium clients or users. Such programs or opportunities may include incentives for such clients or users to promote Podium and/or its Services to their family or friends. Participation in such programs or opportunities is completely voluntary and is subject to this Agreement and the Podium Referral Program Terms ("Referral Program Terms"). Podium may modify, discontinue, or terminate any referral program or similar opportunity at any time, without notice.

16.6. Subcontractors; Service Partners.

16.6.1. Podium may use certain third parties to support the delivery of Services under this Agreement, as follows:

- Service Partners: third parties, as defined in Podium's DPA, who are engaged primarily to support Podium's technology, infrastructure, and data processing obligations; and
- Subcontractors: third party personnel Podium engages directly to perform discrete tasks or functions related to the Services, but who are not Service Partners as defined above. For avoidance of doubt, "Subcontractors" does not include individuals or entities performing work on behalf of Client or acting as Client's agents or representatives.

16.6.2. For clarity, Third-Party Services are defined in Section 11 and are not considered Podium's Subcontractors or Service Partners.

16.6.3. Except as otherwise set forth in the DPA, Podium will not be required to obtain Client's consent or provide notice of such use of Service Partners or Subcontractors. Podium remains responsible for the performance of its obligations under this Agreement, regardless of any subcontracting or delegation.

16.7. Independent Contractors. The parties to this Agreement are independent contractors, and this Agreement does not create a partnership, joint venture, employment, franchise, or agency relationship. Neither party has the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

16.8. Force Majeure. Neither party will be liable for any delay or failure to perform its obligations under this Agreement (except payment obligations) if the delay or failure is due to causes beyond its reasonable control, such as a strike, blockade, war, act of terrorism, riot, natural disaster, disruption in transportation systems, disruption of labor force, national or state emergency, epidemic, pandemic, communicable disease outbreak, failure or reduction of power or telecommunications or data networks or services, or government act or order.

16.9. Amendments; Waivers. Podium may update or modify these Terms (including the Additional Terms and any referenced policies and other documents) from time to time by giving reasonable notice and posting a revised version on the Website or Services or by notification via the email associated with your account. If a change to these Terms materially modifies your rights or obligations, you may be required to click through the updated Terms to show acceptance and to continue to use the Services. Material modifications are effective upon the earlier of your acceptance of the modified Terms or upon your next subsequent Subscription Term. Immaterial modifications will become effective upon posting or notification, and continued use of the Services or Website, following the update, will constitute acceptance of the updated Terms. If Client does not agree to the updated Terms, Client will no longer have the right to use the Services, except where applicable Law requires different treatment. Except as otherwise described in this Section 16.9, any modification, supplementation, replacement, novation or amendment to this Agreement must be made in writing and signed by a duly authorized representative of each party (each in its discretion). No waiver will be implied from conduct or failure to enforce or exercise rights or delay in exercising any right under this Agreement. No waiver of any provision of this Agreement will constitute a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. Failure to enforce any provision of this Agreement will not operate as a waiver of such provision or any other provision or of the right to enforce such provision or any other provision. Waivers must be made in writing and executed by a duly authorized representative of the waiving party.

16.10. Headings. The headings used in this Agreement are for ease of reference only. They are not intended as a complete restatement of the matters contained under each heading, and you acknowledge that you have read and understand all the text of this Agreement, and not just the headings.

16.11. Severability. If any provision of this Agreement is found by any court of competent jurisdiction to be unenforceable or invalid, that provision will be limited to the minimum extent necessary so that this Agreement may otherwise remain in effect, and all other provisions remain in full effect.

16.12. No Third-Party Rights. Nothing in this Agreement confers on any third party the right to enforce any provision of this Agreement. Client acknowledges that each Subscription only permits use by and for the legal entity or entities identified in the Subscription Documentation and not any affiliates. Furthermore, Client's affiliates are not permitted to use the Services under these Terms unless an affiliate agrees to these Terms individually and creates its own account.

16.13. Attorneys' Fees and Costs. In any action by Podium to (a) collect unpaid fees or amounts owing under this Agreement, (b) enforce its intellectual property rights, or (c) enforce Client's compliance with the use restrictions or acceptable use policies set forth in this Agreement, Podium, if it is the substantially prevailing party, will be entitled to recover its reasonable attorneys' fees and costs incurred in connection with such action.

16.14. Entire Agreement. This Agreement, including these Terms and any applicable Subscription Documentation, represents the parties' complete and exclusive understanding relating to the Agreement's subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, and representations with respect to the Podium Technology or any

other subject matter covered by this Agreement. The terms of the United Nations Convention on Contracts for the Sale of Goods do not apply to this Agreement. The Uniform Computer Information Transactions Act (UCITA) will not apply to this Agreement regardless of when or where adopted. Any terms provided by Client (including as part of any purchase order or other business form used by Client) are for administrative purposes only and have no legal effect.

16.15. Counterparts; Electronic Transmission. This Agreement may be executed in counterparts, each of which will constitute an original, and all of which will constitute one and the same instrument. A facsimile or other reproduction of this Agreement may be executed by one or more parties hereto, and an executed copy of this Agreement may be delivered by one or more parties hereto by facsimile or similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, and such execution and delivery will be considered valid, binding and effective for all purposes. At the request of any party hereto, all parties hereto agree to execute an original of this Agreement as well as any facsimile or other reproduction hereof.

16.16. Governing Law; Jurisdiction and Venue. This Agreement is governed by the laws of the State of Utah and the United States, without regard to choice or conflict of law rules thereof. The exclusive jurisdiction and venue for actions related to the subject matter of this Agreement will be the state courts located in Salt Lake County or Utah County, Utah or the United States District Court for the District of Utah, and both parties submit to the personal jurisdiction of these courts. The parties acknowledge that the jury trial waiver and class action waiver provisions in Section 15.4 are material terms of this Agreement and were specifically bargained for by the parties.

16.16.1. Australia Clients. If you are a Podium client located in Australia, this Agreement is governed by the laws of Victoria, Australia. To the extent permitted by law, the courts of Victoria, Australia, will be the exclusive jurisdiction for disputes arising out of or in connection with this Agreement.

16.17. Notice to California Residents. If you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the Services or to receive further information regarding use of the Services.

16.18. Notice Regarding Apple. This Section 16.18 only applies to the extent you are using our mobile application on an iOS device. You acknowledge that these Terms are between you and Podium only, not with Apple Inc. ("Apple"), and Apple is not responsible for the Services or the content thereof. Apple has no obligation to furnish any maintenance and support services with respect to the Services. If the Services fail to conform to any applicable warranty, you may notify Apple and Apple will refund any applicable purchase price for the mobile application to you; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation with respect to the Services. Apple is not responsible for addressing any claims by you or any third party relating to the Services or your possession and/or use of the Services, including: (a) product liability claims; (b) any claim that the Services fails to conform to any applicable legal or regulatory requirement; or (c) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement, and discharge of any third-party claim that the Services and/or your possession and use of the Services infringe a third party's intellectual property rights. You agree to comply with any applicable third-party terms when using the Services. Apple and Apple's subsidiaries are third-party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary of these Terms. You hereby represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

Effective: October 1, 2026