THIRD-PARTY SERVICE TERMS

The Podium platform integrates with or enables access to Third-Party Services. Podium is contractually required to provide Client with specific terms and notices from certain third-party providers. The terms below (the "**Third-Party Terms**") apply ***only*** to Clients who use the corresponding Third-Party Service. By enabling or using such Third-Party Service, Client agrees to the applicable Third-Party Terms in addition to Podium's Terms of Service.

Podium may update or modify the Third-Party Terms at any time to reflect updates received from third-party providers. Third-Party Terms are effective when posted, and Client's continued use of a Third-Party Service after any such update constitutes acceptance of the revised terms. Capitalized terms used herein without a definition have the same meaning as the defined term in the Podium Terms of Service to the extent applicable.

Autodata, Inc. (dba ChromeData)

If you are using any services provided by Autodata, Inc. (dba ChromeData) ("ChromeData") in connection with your use of Podium Services, you acknowledge and agree that the following terms and conditions apply:

To provide certified inventory services, Podium and ChromeData need permission to access your dealership's inventory data, including data stored in third-party systems. By using ChromeData services, you confirm:

1. You agree to provide inventory information and related material from each of your enrolled locations ("Content") to Podium and ChromeData and grant these parties and their affiliates a worldwide, non-exclusive, sublicensable, royalty-free, non-terminable, irrevocable license (the "Content License") to host, reproduce, distribute, publish, modify, create derivative works, communicate, and otherwise use the Content in connection with providing certain services to you (the "Services").
2. If the Content is stored on a third party system, you authorize Podium and ChromeData to access and extract such information from the applicable system(s), as necessary to provide such Services.
3. Any Content provided under this agreement prior to the effective date of termination of the Services will survive such termination. Upon such termination, the license to receive and access new, additional, or replacement Content will cease.
4. You represent and warrant that:
    1. the Content was obtained in compliance with applicable laws,
    2. you have all necessary rights to grant the Content License,
    3. Podium's/ChromeData's use of the Content pursuant to the Content License will not infringe any third party rights when used as contemplated under this agreement, and
    4. you have the legal power and authority to accept these terms on behalf of your business or entity.
5. You agree to defend, indemnify, and hold Podium and ChromeData harmless from and against all damages, including reasonable attorney's fees and costs, arising out of any third party claim that (i) the Content was not obtained in compliance with applicable law or (ii) that it infringes any third party rights.

Better Car People

If you are using services provided by Better Car People, LLC ("BCP") in connection with your use of Podium Services, you acknowledge and agree that the following terms and conditions apply:

1. APPROVED ACCESS. During the Term, Client will provide BCP with access and credentials necessary to provide Managed Conversations services (the "Managed Conversations"), which access may be provided through approved login credentials, or

some other method agreed to by the parties ("Approved Access"). Client grants to BCP the right and license to use the Approved Access to monitor the Managed Conversations, provide Replies, and otherwise provide the BCP services generally.

2. TRADEMARKS. Client hereby grants to BCP the right to use any intellectual property (such as trade names, trademarks, images, and logos) of the Client necessary to provide the BCP services.

3. CLIENT RESPONSIBILITIES. Client is solely responsible for (and neither Podium nor BCP) have any responsibility to Client or any third party for): (a) any third-party accounts associated with the Approved Access, including, but not limited to, compliance with any terms and conditions and any payment or fees required for such account; and (b) regularly reviewing Managed Conversations and other content deployed through the Services to ensure all information posted (i) is accurate, up to date, and acceptable, and (ii) complies with all laws, rules and regulations, including, but not limited to, all federal, state and industry-specific online advertising (or similar) laws, regulations and guidelines. Client shall be solely liable for any fines or other penalties imposed relating to any non-compliance.

4. SCOPE OF USE. If Client's use of the Managed Conversations Services exceeds the Scope of Use limits set forth in Client's Subscription Documentation in any month, Podium will notify Client of the overage and Client will have up to 30 days to upgrade to the next Managed Conversations Services tier. If Client fails to upgrade within 30 days of receiving the overage notice, Podium may terminate the Managed Conversation Services immediately. For purposes of the terms, "Conversation" means a single threaded interaction between BCP, on Client's behalf, and one of Client's Customers that takes place within a twenty-four (24) hour period after the initial contact between the Customer and Client (or BCP acting on Client's behalf).

5. PAYMENTS. Podium will invoice, and Client will pay the fees set forth in any applicable Subscription Documentation that includes an order for any BCP services according to the terms of the applicable Subscription Documentation. Unless otherwise stated in the applicable Subscription Documentation Client will pay invoices for the BCP services within thirty (30) days of the date of invoice. Any amounts due hereunder are exclusive of, and Client shall be responsible for, all sales taxes, value added taxes, duties, use taxes, withholdings and other governmental assessments, excluding taxes based on the net income of BCP or its reseller, unless Client provides a valid tax-exempt certificate.

6. WARRANTY. Client hereby represents and warrants that it has full and adequate rights to grant all rights and licenses provided under these terms.

Black Book (NAR)

If you are using any services provided by the National Auto Research, a division of Hearst Business Media Corporation d/b/a Black Book® or its affiliates (collectively “NAR”) in connection with your use of Podium Services, you acknowledge and agree that these NAR End User Terms (the “NAR Terms”) apply and are incorporated into and made a part of the Podium Terms of Service (the “Agreement”), the terms and provisions of which, except as expressly modified in these NAR Terms, remain in full force and effect.

Podium hereby grants Client a personal, non-transferable and non-exclusive limited license to use the web based application service program (the “Program”) consisting of a compilation of certain modules of the Program combined with National Auto Research, a division of Hearst Business Media Corporation (“NAR’s”) proprietary data consisting of model years from 1981 to present of information relating to the vehicle identification number, model year, make, model, series and body style, universal vehicle code, engine descriptions, extra clean, clean, average and rough retail value, and extra clean, clean, average and rough wholesale United States pricing information for used cars, vans and light trucks (the “Black Book Data”) and further grants Client a personal, nontransferable and nonexclusive limited sublicense to use the Data within the Program under a license granted by NAR to Podium. NAR is a third-party beneficiary under this Agreement and may enforce its rights hereunder directly against Client, which shall be governed by the laws of the State of New York without giving effect to any principles of conflict of laws and subject to the jurisdiction and venue of the State and Federal courts located in New York.

Client is only authorized to access the Data within the Program for its own internal use for vehicle appraisal. No other use or access of the Data is permitted.

Client agrees that NAR owns all rights, title and interest in and to the Data, and any derivative works thereof, including but not limited to all literary property rights, copyrights, trademarks, trade secrets, trade names or service marks, including goodwill and all rights, title and that all rights, title and interest shall remain with NAR and use of the Data by Client or any information therein by any person or firm other than Client or its employee (on a need to know basis) is prohibited by NAR. Client shall keep confidential the Data or any information therein and use its best efforts to prevent and protect the contents of the Data from unauthorized disclosure, copying or use. The Data is protected by U.S. copyright law and the Black Book® trademark is registered with the U.S. Patent and Trademark Office, Reg. No. 767893.

ALTHOUGH NAR MAY COMPILE THE DATA CONTAINED WITHIN THE PROGRAM, NAR DOES NOT WARRANT THE PROGRAM OR THE CONTENTS THEREIN. THEREFORE, THE DATA IS PROVIDED "AS IS" AND NAR MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE ACCURACY OF THE DATA FROM WHICH THE DATA IS COMPILED, THAT THE DATA IS FREE FROM ERRORS AND OMISSIONS, THE MERCHANTABILITY AND FITNESS OF THE DATA FOR A PARTICULAR PURPOSE, OR USE, OR PERFORMANCE OR RESULTS OBTAINED BY USING THE DATA WITHIN THE PROGRAM. UNDER NO CIRCUMSTANCES SHALL NAR BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR CHARACTER INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, ALL OTHER COMMERCIAL DAMAGES OR LOSSES IN CONNECTION WITH THE DATABASE. NAR EXPRESSLY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED WITH RESPECT TO THE PROGRAM, AND SHALL HAVE NO LIABILITY WHATSOEVER WITH RESPECT THERETO.

Client's obligations concerning misuse and confidentiality of the Data and NAR's right of action or claim against Client for any breach thereof shall survive the termination of this Agreement.

Failure of NAR at any time or times to enforce its rights under this Agreement shall in no manner affect its rights at a later time to enforce the same."

Cox Automotive (Dealertrack)

If you are using any services provided by Cox Automotive, Inc. or its affiliates, including Dealertrack, Inc. (collectively, "Cox"), in connection with your use of Podium Services, including submitting credit applications to lenders through Dealertrack F&I, lender routing, or document upload (the "Cox Services"), you acknowledge and agree that the following terms and conditions apply:

1. Ownership. Cox and its licensors own all right, title, and interest in and to the Cox Services. They also own all data, calculated payments, lender decisioning data, and other responses returned through the Cox Services ("Cox Data"). You will not challenge, or help any third party challenge, Cox's ownership of or rights in the Cox Services or Cox Data.
2. Permitted Use. You may use the Cox Services and Cox Data only through the Podium Services, and only to enable and complete vehicle sale and lease transactions in the ordinary course of your business.
3. Restrictions. Cox Data is Cox's confidential information. You will not, and will not permit any third party to:
3.1. sell, license, distribute, publish, or otherwise make Cox Data available to any third party, except as necessary to complete the applicable vehicle transaction;
3.2. use Cox Data for any other purpose, or combine it with other data except as the Podium Services do in the ordinary course;
3.3. copy, modify, reverse engineer, scrape, or create derivative works of the Cox Services;
3.4. use the Cox Services for benchmarking or comparative analysis, or to develop a competing product or service; or
3.5. enter Cox Data into any generative artificial intelligence tool, other than as processed by the Podium Services in delivering the Cox Services to you.
4. Consumer Consents. You will not submit, or direct Podium to submit, a credit application or credit report request for a consumer through the Cox Services without that consumer's explicit consent to that submission. Before any consumer document is uploaded, you will obtain the consumer's consent to the use, transmission, storage, and display of that document by Cox, Podium, and the lenders you select. You will provide all notices and obtain all consents required by applicable law, including the Gramm-Leach-Bliley Act. These must cover Podium's and Cox's processing of consumer personal information, including Cox's processing as an independent controller under its privacy statement. You will provide Podium or Cox with evidence of these consents promptly on request.
5. Lender List Feature. In order to use the Lender List Feature you must affirmatively opt in. By opting in, you agree to the following:
(i) Definitions: "Cox" shall mean Cox Automotive, Inc. (or its affiliate, such as Dealertrack, Inc., as applicable), that provides access to

the Lender network. “Correspondent Lender” shall mean, with respect to any dealer, each lender to which such dealer is currently enabled to submit a consumer’s credit application through the Cox system. “Lender List Feature” shall mean a functionality that enables or permits a third-party provider to submit a consumer credit application to one or more Correspondent Lenders on a dealer’s behalf. “We (Us)” shall mean Podium Corporation, Inc. “You” shall mean Client.
(ii) Lender List Feature. You acknowledge and agree that the Lender List Feature will enable Us to submit, on behalf of Your customer or potential customer, credit application(s) to one or more of Your Correspondent Lenders. Such action was otherwise intended to be reserved to Your authorized person(s). Cox does not currently provide (and may not in the future provide) visibility or reporting to You as to credit applications submitted by Us on Your behalf, and it shall be Your sole option and responsibility to procure such visibility or reporting directly from Us at Your own expense. As between You and Cox or any Correspondent Lender, You shall be responsible for any credit application (including applicable fees) submitted on Your behalf using the Lender List Feature to the same extent as if submitted directly by You. The Lender List Feature is being provided on an “as is” basis, without representations or warranties of any nature from Cox, all of which are expressly disclaimed. You shall indemnify and hold harmless Cox for any claims, to the extent such claims are attributable to the enablement or use of the Lender List Feature.
6. Lender Decisions; Estimates. Credit decisions are made solely by the applicable lender. Neither Podium nor Cox makes credit decisions. All calculated payment amounts are estimates and are not guaranteed. Cox provides the Cox Services “as is,” without warranty of any kind.
7. Indemnification. You will defend, indemnify, and hold harmless Podium and Cox from and against all third-party claims, and related damages, costs, and expenses (including reasonable attorneys’ fees), arising from:
(a) your use of the Cox Services or Cox Data;
(b) any credit application submitted on your behalf, including through the Lender List Feature; or
(c) your failure to provide any required notice or obtain any required consent.
8. Suspension and Termination. Cox may suspend, modify, or discontinue the Cox Services at any time. When the Cox Services end, your access ends, and Podium may delete Cox Data in its possession, subject to applicable law. You remain responsible for keeping any records that applicable law requires you to keep.
9. Third-Party Beneficiary. Cox is an intended third-party beneficiary of these terms and may enforce them directly against you.

Reynolds & Reynolds

If you are using any services provided by the Reynolds & Reynolds Company or its affiliates (collectively “Reynolds”) in connection with your use of Podium Services, you acknowledge and agree that this Reynolds Qualified End User Agreement (the “Reynolds EULA”) applies and is incorporated into and made a part of the Podium Terms of Service (the “Agreement”), the terms and provisions of which, except as expressly modified in this Reynolds EULA, remain in full force and effect.

1. DEFINITIONS.

1.1. “Customer NPI” means any nonpublic personal information of a customer of a Qualified End User collected or submitted to the Service(s) and Reynolds Interface by Qualified End User or captured by the Service or Reynolds Interface.

1.2. “Qualified End User(s)” means a single dealership store and application area (or branch) combination (and its associated employees), as defined in the Reynolds System, which has obtained the appropriate license rights granted by Podium to receive access to the Reynolds Interface.

1.3. “Reynolds Interface” means the interface developed by Reynolds that allows for the transfer of data to or from one or more Reynolds Systems.

1.4. “Reynolds System(s)” means any Reynolds software, hardware, process, product, service, application or DMS provided by, sold and/ or marketed by Reynolds or its affiliates.

1.5. “Service(s)” means the specific proprietary product of Podium provided to Qualified End User for Qualified End User’s use during the Subscription Term, as part of Qualified End User’s Subscription. The “Service(s)” also includes the Website, as defined herein. The “Service” does not include any Third-Party Product.

1.6. “Subscription Documentation” means any and all documentation evidencing Client’s agreeing to enter into a Subscription for the Service(s), including but not limited to a Proposal, Quote, Services Agreement, Order Form or Statement of Work, which references this Agreement.

1.7. “Subscription” means Qualified End User’s acceptance of the Subscription Documentation provided to Qualified End User by Podium, whereby Qualified End User agreed to receive the Service on an ongoing basis, according to the terms and conditions referenced in the Subscription Documentation.

1.8. “Subscription Term” means the term for the Subscription to the applicable Service, as specified on Qualified End User’s Subscription Documentation, including any renewal term.

Other terms are defined in other Sections of this Reynolds EULA.

2. INTERFACE.

2.1. As part of its “Reynolds Certified Interface” program, your Dealer Management System (“DMS”) provider, Reynolds, has developed certain processes that allow certain third party software clients, including Podium, to receive from Reynolds certain data from your DMS and/or allow Podium to send data to your DMS (“RCI Integration”). By agreeing to these terms, you are providing your consent to: (a) Reynolds’ providing Podium with access to data from your DMS; and (b) to Podium providing Reynolds with access to Services data, both of which may include, without limitation, non-public information regarding your customers. By agreeing to these terms you represent and agree that: (a) Reynolds makes no representations, assurances, warranties or guarantees with respect to the Services or Podium’s obtaining access to data from your DMS through RCI Integration or otherwise; (b) Reynolds shall have no liability whatsoever for any damages you may suffer as a result of using Website or because of Podium’s access to data from your DMS; (c) Reynolds has no responsibility for the activities of Podium with respect to its access to data from your DMS, including without limitation, with respect to Customer NPI obtained or used by Podium; (d) Reynolds may terminate the integration described in this agreement at any time if Reynolds determines that such integration may conflict with or adversely affect the operation or security of your DMS (including without limitation the integrity or security of the data) or such access may violate any applicable laws or regulations; (e) problems caused by the data access described in this agreement will not be covered by any software support and equipment maintenance services or fees previously agreed between you and Reynolds; and (f) Reynolds has the right to enforce its rights under this agreement. NOTICE TO NORTH CAROLINA DEALERS: THIS REYNOLDS EULA RELATES TO THE TRANSFER AND ACCESSING OF CONFIDENTIAL INFORMATION AND CUSTOMER RELATED DATA.

2.2. Podium provides a limited license during the Subscription Term authorizing the operation of the Reynolds Interface only with the Service and only for one (1) Qualified End User for each Reynolds Interface license fee that is paid.

3. USE RIGHTS; RESTRICTIONS.

3.1. Podium reserves all rights, title and interest in and to the Service, and Reynolds reserves all rights, title and interest in and to the Reynolds Interface.

3.2. Qualified End User must not copy, disassemble, decompile, and/or reverse engineer any of the Service and the Reynolds Interface.

3.3. Qualified End User is prohibited from: (a) the transfer of or access to the Service and the Reynolds Interface to or by third parties; (b) lending, leasing, sublicensing or pledging of the Service and the Reynolds Interface by Qualified End User; and (c) service bureau or outsourcing uses of the Service and Reynolds Interface;

3.4. Qualified End User is prohibited from using the Service and Reynolds Interface outside the definitions and process defined in the Interface Agreement between Podium and Reynolds.

4. DISCLAIMERS. The Service and Reynolds Interface provided under this Agreement contain portions of program code owned by third party licensors and such licensors will be entitled to enforce this license as an intended third party beneficiary and the obligations of the licensee cannot be modified or terminated without the written consent of such third party licensors. Qualified End User shall not disclose any passwords or other security information that are related to the Service and Reynolds Interface or other

software licensed under this Reynolds EULA. ALL LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING (WITHOUT LIMITATION) ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. In no event will any licensor be liable for indirect, incidental, consequential or exemplary damages arising from use, or inability to use Reynolds Interface(s), even if they knew of the possibility of such damages.

5. CUSTOMER NPI.

5.1. Customer NPI may be accessed by Podium pursuant to this Reynolds EULA and may be provided to third parties pursuant to the Services Agreement.

5.2. Qualified End User warrants that for purposes of the data that may be accessed by Podium and/or the Qualified End User's DMS provider pursuant to the Interface Agreement between Podium and Reynolds, Qualified End User has provided any required privacy notices to its customers as required by applicable law, including the Gramm-Leach-Bliley Act and its implementing regulations ("GLBA"), and to the extent applicable, the privacy laws of any state, Canada's Personal Information Protection and Electronic Documents Act ("PIPEDA"), and any other relevant privacy laws Canada or of any province of Canada or other relevant jurisdiction.

5.3. Qualified End User grants the Qualified End User's DMS provider and Podium permission to access Customer NPI to the extent necessary to provide the services contracted for under this Reynolds EULA (including the Service and the Reynolds Interfaces) and specifically permits Reynolds and Podium to provide access to Customer NPI to one another for that purpose.

5.4. Podium is prohibited from accessing, storing, sharing, disclosing or using any Customer NPI obtained pursuant to this Reynolds EULA other than as necessary to carry out the purposes for which the Qualified End User has provided access to the Customer NPI, as specifically set forth in the Services Agreement, or as otherwise required by law.

5.5. Podium will implement and maintain appropriate safeguards to protect any Customer NPI that Podium may obtain pursuant to this Reynolds EULA for so long as Podium has access to any such Customer NPI.

5.6. Podium will provide prompt notice to the Qualified End User in the event of known privacy or security breaches.

5.7. Podium will return or destroy any Customer NPI at the termination of the Reynolds EULA or as otherwise set forth in the Services Agreement.

5.8. To the extent the Qualified End User operates in Canada and Podium has access to Customer NPI for the purposes of processing the data:

5.8.1. Qualified End User may contact privacy@podium.com regarding privacy aspects of this Reynolds EULA.

5.8.2. Podium will direct persons seeking access to their personal information to the Qualified End User.

5.8.3. Qualified End User will provide its customers in Canada with a notice specifying that the Customer NPI or other personal information as defined under Canadian law may be transferred to and stored in the United States and may be subject to disclosure pursuant to the laws of the United States.

5.8.4. Qualified End User will comply fully with the applicable laws.

5.8.5. Qualified End User has obtained all consents from its customers required under the applicable laws for the collection, use and disclosure of personal information by the Qualified End User and by Podium.

5.8.6. Podium will comply with all applicable laws.

6. TERM AND TERMINATION.

6.1. This Reynolds EULA is effective until the applicable Subscription Term for the Service(s) has expired or the Subscription is terminated as expressly permitted under the Services Agreement.

6.2. Qualified End User will have the right to terminate this Reynolds EULA for Podium noncompliance with any privacy laws or regulations.

7. GENERAL

7.1. Except as set forth explicitly herein, all other terms and conditions of the Services Agreement will remain the same.

7.2. Capitalized terms not defined herein shall retain their definitions as set forth in the Agreement.

R.L. Polk & Co.

If you are using Third-Party Services provided by R.L. Polk & Co. or any of its affiliates in connection with your use of Podium Services, you acknowledge and agree that the following terms and conditions apply:

1. **End User Terms**. Lease, finance and cash option calculations ("**Information**") are provided to Client by Market Scan Information Systems, Inc. ("**S&P**").
2. **Access to Information**. Client agrees to permit only those employees who need to access the Information to do so and employ commercially reasonable procedures to track and monitor its employee's access to and use of the Information. Client will investigate any misuse of the Information in full cooperation with S&P.
3. **Information**. Client agrees to be responsible to provide to S&P, on a timely basis all regional and non-regional data regarding manufacturer and vehicle rebate, incentive, lease and or retail finance information as it becomes available. Client further agrees to provide S&P with Client's electronic access to rebate, incentive, lease and retail finance data by providing S&P with valid login credentials to all applicable manufacturer and lender portals. Client is providing this login information to allow S&P to populate the Information contained from Client's unique, individual S&P database on Client's behalf. Client warrants it has the authority and right to send to S&P, and for S&P to utilize as necessary hereunder, such data or information for the purpose Client sent such data or information, and Client shall indemnify S&P for any all third party claims arising out of any such provided data, information, or log in submitted to S&P by Client.
4. **Compliance with Laws**. Client shall comply with all applicable laws and regulations, including, but not limited to, all applicable finance, privacy, consumer protection, data security and intellectual property laws.
5. **Warranty**. The Information shall be as current, accurate and complete as may be achieved using the Client's supplied information and inputs, S&P's source data, compilation and data processing methods customarily employed by S&P and its suppliers in the ordinary course of its business but is not warranted to be error free. Accordingly, the Information is provided on an 'as is' and 'as available' basis. Any use or reliance upon the Information shall be at Client's own risk. THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED HEREUNDER, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
6. **Limitation of Liability**. IN NO EVENT SHALL S&P NOR ANY OF ITS SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST INCOME OR LOST REVENUE WHETHER BASED IN CONTRACT, TORT OR ANY OTHER THEORY.
7. **Confidentiality**. Any policies, business practices, plans and methods not in the public domain which may be known or disclosed to either party as a result of this agreement shall be considered Confidential Information. Client agrees that it will not advertise, disclose, or in any other way publicly announce through any media, or directly to third parties that it has entered into this agreement or the use and source of the Information without the express prior written consent of S&P.

Yext

If you are using any Yext products in connection with your use of Podium Services, you acknowledge and agree that these Yext Product Terms (these "Yext Terms") apply and are incorporated into and made a part of the Podium Terms of Service (the "Agreement"), the terms and provisions of which, except as expressly modified in these Yext Terms, remain in full force and effect.

1. DEFINITIONS.

1.1. “Client Content” means all location data and other information or content that is made available to Podium by or on behalf of Client in connection with its use of the Products.

1.2.“Product(s)” means the specific proprietary products and services developed by Yext which Podium will provide for Client’s use during the Subscription Term, as part of Client’s Subscription. “Service(s)” as set forth in the Agreement shall include Products.

1.3.“Publishers” means third parties that own or operate Publisher Sites.

1.4.“Publisher Sites” means online business directories, search web sites, social media web sites, mobile apps or other online properties owned or operated by Publishers.

1.5.“Yext” means the entity Yext, Inc.

1.6.“Yext Indemnitees” means Yext, its third party licensors and Publishers, and its affiliates, and each of its and their respective officers, directors, members, managers, employees, sublicensees, contractors and agents.

Capitalized terms not defined herein shall retain their definitions as set forth in the Agreement. Other terms are defined in other Sections of these Yext Terms.

2. USE RIGHTS. Subject to all terms and conditions of the Agreement as modified by these Yext Terms, Podium grants Client a non-exclusive, non-transferable, non-sublicensable right and license during the Term to access and use the Products designated in these Yext Terms solely for Client’s internal business purposes, but only in accordance with the Agreement as modified by these Yext Terms

3. CLIENT CONTENT.

3.1 Rights in Client Content. Client grants Yext a license during Term to use and distribute the Client Content in connection with the provision of the Products. Specifically, Client grants Yext and its affiliates and each applicable Publisher a worldwide, nonexclusive, perpetual, irrevocable, royalty-free, unlimited, sublicensable (through multiple tiers of sublicensees) license to use, reproduce, prepare derivative works of, display and distribute the Client Content for any and all purposes.

3.2 Distribution. Client acknowledges and agrees that (i) certain Products may involve distribution of Client Content, including but not limited to business listing information (e.g. store location, hours of operation, and contact information) and/or other interactions with Publishers and Publisher Sites; (ii) all Client Content shall be subject to the Publishers’ character limits, quality standards and other applicable content policies, and that any such content may be rejected, in whole or in part, by a Publisher at any time in its sole discretion, or modified at any time to comply with such policies; (iii) Yext does not guarantee that any Client Content will be displayed on any Publisher Site; and (iv) the appearance and/or location of any Client Content placement may change at any time.

3.3 Permissions. Client shall provide Client Content that Client owns or otherwise has all rights and permissions necessary to grant all relevant rights and permissions to Yext and its publisher partners with respect to such Client Content; and

3.4 Waiver. Client hereby waives any right to bring or participate in a class action litigation with respect to the Products and name Yext or Podium as an intended third party beneficiary with respect to such class action waiver.

4. YEXT ADDITIONAL TERMS.

4.1 Yext reserves the right to update, improve, replace, discontinue, modify or alter the specifications for or functionality of the Products from time to time. Upon request from Yext, Podium may provide Yext demonstration account access to any Client-accessible platform leveraging the Products during the Term of this Agreement to review Client’s platform for compliance with this Agreement through Podium-provided.

4.2 Client agrees that its use of and access to certain Products are subject to the “Yext Product Terms” currently located at http://www.yext.com/terms/enproduct-terms/, and are incorporated into, and form a part of, these Yext Terms. If Yext makes any

material change(s) to the Yext Product Terms during the term of Client's Services, such change(s) will apply only upon renewal of the Client's Term.

5. INDEMNIFICATION. Client will defend, indemnify, and hold harmless Podium and the Yext Indemnitees from and against third-party claims and will pay any losses associated with such third-party claims, in each case to the extent arising from or relating to Client Content and/or the conduct of Client's business (including, but not limited to, any allegation that any Client Content infringes any third party patents, trademarks, copyrights or other proprietary rights, constitutes false advertising or is defamatory).

6. LIMITED WARRANTY; DISCLAIMERS. Except as may be limited by these Yext Terms, Podium warrants that it shall provide the Products in a professional manner in accordance with the applicable standard of care in the state and county in which it maintains its principal place of business. EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FOR IN THIS SECTION ALL PRODUCTS AND RELATED SERVICES ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. NEITHER PODIUM NOR YEXT 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 AND YEXT MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE THAT THE PRODUCTS WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS, THAT CLIENT DATA WILL BE ACCURATE, COMPLETE OR PRESERVED WITHOUT LOSS, OR THAT THE PRODUCTS WILL BE TIMELY, UNINTERRUPTED OR ERROR-FREE. PODIUM AND YEXT WILL NOT BE RESPONSIBLE OR LIABLE IN ANY MANNER FOR ANY CLIENT PROPERTIES, THIRD-PARTY PRODUCTS, THIRD-PARTY CONTENT, OR NON-PODIUM AND NON-YEXT 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 THE PRODUCTS OR RELATED SERVICES (INCLUDING CHANGES TO CLIENT PROPERTIES). THE DISCLAIMERS IN THIS SECTION SHALL 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.

7. LIMITATIONS OF LIABILITY.

7.1. Exclusion of Consequential and Related Damages. EXCEPT FOR CLIENT'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 5, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM SUCH OTHER PARTY'S RIGHTS) FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES OF ANY KIND, OR FOR ANY LOST REVENUES OR PROFITS, LOSS OF USE, LOSS OF COST OR OTHER SAVINGS, LOSS OF DATA, OR LOSS OF GOODWILL OR REPUTATION, WITH RESPECT TO ANY CLAIMS BASED ON CONTRACT, TORT OR OTHERWISE (INCLUDING NEGLIGENCE AND STRICT LIABILITY) ARISING OUT OF OR RELATING TO THE PRODUCTS OR OTHERWISE ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING ANY SUBSCRIPTION SCHEDULE), REGARDLESS OF WHETHER THE PARTY LIABLE OR ALLEGEDLY LIABLE WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD PARTY HOSTING PROVIDERS.

7.2. Limitation of Damages. EXCEPT FOR CLIENT'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 5, EACH PARTY'S MAXIMUM LIABILITY ARISING OUT OF OR RELATING TO THE PRODUCTS OR OTHERWISE ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING ANY SUBSCRIPTION SCHEDULE, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED, IN THE AGGREGATE FOR ALL CLAIMS, THE TOTAL FEES PAID BY CLIENT TO PODIUM UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE ON WHICH THE FIRST CLAIM ARISES.

8. EFFECT OF TERMINATION. Upon expiration or termination of the Agreement for any reason: (a) Yext reserves the rights in its sole discretion to disable all access, by Clients, to the Products, using any lawful means, including, but not limited to those that disable Client's access automatically with the passage of time; and (b) Clients shall immediately cease any and all use of the Products.