

PODIUM VOICE SERVICE TERMS

By using or accessing Podium's Voice Service ("Voice"), or by signing or clicking accept to any Subscription Documentation that includes Voice or references these terms, you ("you" or "Client") agree to be bound by the following terms and conditions (the "**Voice Service Terms**").

These Voice Service Terms incorporate by this reference the Podium Terms of Service (currently available at: <https://legal.podium.com/#termsofservice-us>) (the "Podium Terms of Service") as may be updated from time to time, which, among other terms, contain provisions governing the resolution of claims (see Section 13 ("Disclaimers"), Section 14 ("Limitations of Liability"), Section 15 ("Dispute Resolution"), and Section 16 ("General") of the Podium Terms of Service). In the event of any conflict or inconsistency between these Voice Service Terms and the Podium Terms of Service, these Voice Service Terms will govern.

Capitalized terms used herein without a definition have the same meaning as the defined term in the Podium Terms of Service. All documents linked in these Voice Service Terms are deemed to those documents as updated from time to time. For the avoidance of doubt, all references to the "Agreement" will include these Voice Service Terms.

1. DEFINITIONS

1.1. "Voice Service Provider(s)" means the third-party service provider(s) used by Podium to facilitate certain features of Voice. Podium may add or remove Voice Service Providers from time to time.

1.2. "Personal Data" means information about an identifiable individual, or information that is capable of being used (alone or in combination with other information) to identify an individual, (not a company, legal entity, or machine) and is transmitted to or accessible through the Services.

1.3. "Hardphone Products" or "Hardphones" means the physical device and any hardware and accessories provided or made available by Podium as part of Voice. Any software and/or firmware preinstalled on, or distributed with, the Hardphone Products forms part of the Hardphone Products.

2. SERVICES

2.1. Podium Voice is a voice over internet protocol phone system integrated with Podium software to support communication with Client's Customers. Subject to the performance of Client's duties and obligations under the Agreement (including any additional terms set forth in the applicable Subscription Documentation), Podium will provide Client with access to Voice. Podium Voice includes software, hardware, and other related elements.

2.2. In order to access and fully use Voice, Client must register for and maintain an active account with Podium via Podium's Website. Client understands and agrees that Voice may be used in the United States only.

2.3. Client understands that Voice is a Beta Release (as defined in the Podium Terms of Service), until such time as Podium removes that designation.

3. CLIENT OBLIGATIONS

3.1. In addition to Client's obligations under the Podium Terms of Service, Client agrees that where Client provides or makes available to Podium or the Voice Service Provider, any Client Data (including without limitation, Personal Data about Customers) in connection with Client's use of Voice, Client grants Podium, and its respective affiliates, the worldwide, non-exclusive, royalty-free, perpetual, fully-paid-up, and irrevocable, right to (i) to collect, use, retain, transfer, and disclose Client Data (including to Podium's and Voice Service Provider's third-party service providers) in order to provide the Voice Services to Client and (ii) to enable Voice Service Provider to use Client Data to: (a) provide the Voice Services Provider's services to Voice Service Provider's and its affiliates

other clients; (b) analyze and improve, and incorporate Client Data into, the Voice Service Provider's products, systems, and tools.

3.2. Client understands and agrees that 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 utilizing Voice; (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 Voice only in compliance with all Laws, the terms of this Agreement, including Podium's Acceptable Use Policy ("Acceptable Use Policy") (currently available at <https://legal.podium.com/#aup-us>), and industry-specific best practices, including but not limited to Do Not Call rules and prohibitions. 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 applicable 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 these Voice Service Terms.

3.3. Podium may disclose Client Data pursuant to a data subject access request or consumer data request as required by applicable Law, provided that to the extent permitted under applicable Law, Podium notify Client of any such disclosure. Notwithstanding anything herein to the contrary, Podium will be permitted to retain and use Client Data (to the extent such use is permitted under these Voice Service Terms) after the expiration or termination of your applicable Subscription Documentation. Solely for purposes of the California Consumer Privacy Act of 2018, Cal. Civil Code § 1798.100 et seq. (as may be amended from time to time) (the "CCPA"), (i) Podium is acting as a Service Provider (as defined in the CCPA) for Client as a Business (as defined in the CCPA), (ii) except as set forth herein, Podium is prohibited from selling the Client Data or retaining, using, or disclosing the Client Data for any purpose other than for the specific purpose of performing the Voice Services, (iii) Client hereby instructs Podium that the Business Purpose includes Podium using and retaining the Client Data internally for the benefit of all of Podium's clients for detecting fraud, optimizing e-commerce solutions, and similar performance enhancing purposes, and (iv) Podium understands and will comply with the restrictions herein.

3.4. Client understands that Podium Voice is an internet based phone service. Accordingly, Client understands and agrees that it is responsible for maintaining sufficient internet access, network connectivity, and power to enable the use of Voice. Client acknowledges that placing telephones on a publicly accessible internet protocol address or a publicly accessible network will subject it to a higher level of risk for fraudulent activity.

4. TERMS AND TERMINATION

4.1. The Term of this Agreement commences upon the date you sign up for, or otherwise begin using, Voice and shall remain in effect as set forth in your applicable Subscription Documentation.

5. OWNERSHIP AND RIGHTS.

5.1. These Voice Service Terms do not grant any rights or licenses in Voice, Hardphone Products, Podium Technology, or related software other than as expressly stated in these Voice Service Terms. As between the parties, Podium owns all right, title, and interest, including all intellectual property rights, in and to Voice, Hardphone Products, and software. All rights not expressly granted are reserved.

6. FEES AND PAYMENT.

6.1. Unless otherwise specified on the applicable Subscription Documentation, Voice is provided on an ongoing, per-license subscription basis, including automatically recurring payments for periodic charges, according to the terms and conditions referenced in the Subscription Documentation or Agreement, as applicable. Client agrees to pay to Podium the fees for the Subscription to the Services or any Bundle, including Voice ("Subscription Fees") and any additional fees (if applicable), all as set forth in the applicable Subscription Documentation or Agreement (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.

6.2. Client will be responsible for all applicable taxes and fees accrued through Client's use of Voice. These charges may change from time to time and vary depending on federal, state, and local rules. Podium may charge Client for applicable taxes and fees

through Client's invoice.

7. HARDPHONE PRODUCTS.

7.1. The Hardphone Products are manufactured by third parties and are resold by Podium. All Hardphone Products features, specifications, and prices are subject to change at any time. Podium does not warrant that product descriptions are accurate, complete, reliable, current, or error-free, or that the Hardphone Products are available for lease or purchase.

7.2. Podium is not obligated to accept any Subscription Documentation for the purchase of Hardphone Products, and Podium may cancel accepted Subscription Documentation at any time if Podium is unable to fulfill the purchase request for any reason. If Podium cancels your Subscription Documentation for the purchase of Hardphone Products because it is unable to fulfill the purchase request for any reason, Podium will fully refund the purchase fees pre-paid by you for such Hardphone Products.

7.3. The following terms apply to Hardphone Products purchased by Client (as specified in Client's Subscription Documentation):

7.3.1. Podium shall deliver the Hardphone Products to the delivery address specified in the Subscription Documentation, at which time risk of loss will pass to you. Podium will use commercially reasonable efforts to provide you with an estimated delivery date for each Hardphone Product; however, such delivery date is a good-faith estimate only and is not binding on Podium. Title to each Hardphone Product will transfer to you upon: (a) your payment of all applicable purchase fees in respect of such Hardphone Product and (b) delivery of the Hardphone Product in accordance with this Section 7.3, whichever is later.

7.4. Your use of the Hardphone Products: (a) is subject to the terms of the Podium Terms of Service, Acceptable Use Policy, these Voice Service Terms, and any additional terms set forth in the applicable Subscription Documentation; (b) is limited to use in conjunction with the Voice and Hardphone Services and other Podium Services; and (c) is limited to use by competent trained employees authorized by Client to operate or use Hardphone Products, and with adequate security measures in place to safeguard Hardphone Products and data collected by, and held on, Hardphone Products.

7.5. You will not, and neither will you permit any third party to: (a) copy, reproduce, republish, upload, post, transmit, resell, or distribute in any way, any data, content, or any part of a Hardphone Product; (b) work around any of the technical limitations implemented in a Hardphone Product or enable functionality that is disabled or prohibited; (c) reverse engineer or attempt to reverse engineer a Hardphone Products except as expressly permitted by applicable Law; (d) perform or attempt to perform any actions that would interfere with the normal operation of a Hardphone Product or impact the use of the Hardphone Products by other users; (e) use the Hardphone Products in any manner not permitted hereunder or for any purpose other than commercial purposes; (f) use the Hardphone Product in any location other than the registered location or move the Hardphone Products to a new location without registering the device to its new location; (g) remove, modify, deface, or replace any of Podium's or any Voice Service Provider's proprietary notices or marks which appear on or are affixed to a Hardphone Product; or (h) use the Hardphone Products to violate any applicable Laws, including any laws and regulations related to notification and consumer protection, unfair competition, privacy, and false advertising, and any other laws relevant to the Hardphone Products.

7.6. You are responsible for installing, integrating, and maintaining the Hardphone Products, which includes updating the software as may be required by Podium or its Voice Service Provider(s) from time to time. Podium may make updates to the Hardphone Products available to you. You must install these updates to continue using the Hardphone Products. Podium will not be obligated to provide services or support for any outdated versions. Any updates are subject to these Voice Service Terms unless other terms are provided with the updates.

7.7. Unless otherwise expressly provided in an applicable Subscription Documentation, Client will pay the purchase fee upon placing the order for purchase of the Hardphone Product.

8. LIMITED HARDPHONE WARRANTY AND SUPPORT.

8.1. Podium provides a one-year limited warranty against defective materials and faulty workmanship in a Hardphone Product. The warranty period starts on the date of your original purchase of the Hardphone Products from Podium and ends one year after that date. If you submit a claim during this warranty period that is within the scope of the limited warranty, follow Podium's instructions for returning the Hardphone Product, and it appears that any product or part thereof contains a defect in materials or workmanship, Podium will at its option, to the extent permitted by applicable Law, either repair the Hardphone Product, replace the Hardphone

Product, or refund to you all or part of the purchase price of the Hardphone Product. This limited warranty applies only to unaltered hardware components of the Hardphone Products that are used in accordance with these Voice Service Terms and not subject to accident, misuse, or neglect. Hardphone Products with the original factory serial number removed, defaced, or altered will not receive the original manufacturer's warranty coverage.

8.2. This limited warranty is provided by Podium and not the Voice Service Provider. This limited warranty gives you specific rights and is personal to you. You may not transfer this warranty to any other person. You may have additional rights under applicable Law, and this limited warranty does not affect such rights. To make a warranty claim, please contact Podium. Podium will provide you with information about how to return your Hardphone Products.

8.3. THE VOICE SERVICES AND HARPHONE PRODUCTS ARE PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS. EXCEPT AS EXPRESSLY STATED IN THESE VOICE TERMS, PODIUM PROVIDES NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, AND PODIUM DISCLAIMS ANY IMPLIED REPRESENTATIONS, WARRANTIES, AND CONDITIONS WITH RESPECT TO THE HARDPHONE PRODUCTS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, SATISFACTORY QUALITY AND NON-INFRINGEMENT, AS WELL AS ANY OTHER IMPLIED WARRANTIES, SUCH AS WARRANTIES REGARDING DATA LOSS, AVAILABILITY, ACCURACY, FUNCTIONALITY, AND LACK OF VIRUSES. THIS SECTION 8.3 APPLIES TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND IN ADDITION TO ANY LIMITATIONS AND DISCLAIMERS THAT MAY BE CONTAINED IN THE PODIUM TERMS OF SERVICE. ANY WARRANTIES, GUARANTEES, OR CONDITIONS THAT CANNOT BE DISCLAIMED AS A MATTER OF LAW, BUT WHICH MAY BE LIMITED IN DURATION, LAST FOR ONE YEAR FROM THE DATE ON WHICH YOU RECEIVE A HARDPHONE PRODUCT. Use of the Hardphone Products in conjunction with any other products, such as hardware accessories, may lead to incompatibilities which cause the Hardware Products to not function correctly. As a consequence, all such use is at your own risk.

9. PHONE NUMBER PORTING.

9.1. If you request Podium to port your phone number to Voice, you must execute the letter of authorization provided to you by Podium, authorizing a Voice Service Provider to initiate the porting process. Podium assumes no responsibility for any lost communication during the porting process.

9.2. Podium, at its sole discretion, reserves the right to refuse to allow you to port away any phone number ported into Podium, unless otherwise prohibited by Law. Podium may, at our sole discretion, allow you to port away phone numbers that you purchase from Podium and will allow you to port away phone numbers that you port to Podium, provided that you (a) have a Podium account in good standing; (b) have either ported in or purchased the phone number more than ninety (90) days prior to the port-away date; (c) provide all requested information including written notice to Podium of your intent to port the phone number(s) away from us before execution of the port-away request; and (d) are in compliance with these Voice Terms of Service.

10. SECURITY.

10.1. Client is solely responsible for all use(s) related to your use of Voice. Client is responsible for complying and ensuring its Authorized Users comply, with all Laws applicable to Client's use of Voice. Client is solely responsible and accepts full liability for all use of its Voice Service, with or without Client's permission. Client will be solely responsible for any and all actions taken using its and its Authorized Users' accounts, passwords, or access credentials. 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. In the event that Podium discovers or has reason to believe the occurrence of unauthorized or prohibited usage of Voice, Podium reserves the right to take actions it deems reasonably necessary, without prior notice.

11. EMERGENCY SERVICES

11.1. Voice provides Client with phone services over internet connection. Accordingly, there are important limitations to Voice. Voice access may differ depending on your location, internet connection, or the device you are using.

11.1.1. Voice has the ability to deliver your address, name, and phone number through a Voice Service Provider to the Public Safety Answering Point ("**PSAP**"). For technical reasons, the dispatcher may not receive your contact information. Therefore, you should immediately inform the dispatcher of your location (or the location of the emergency) and other contact information.

You must not disconnect the emergency call until told to do so by the dispatcher. If you are inadvertently disconnected, you must call back immediately.

11.1.2. USE OF VOICE FROM A LOCATION OTHER THAN YOUR REGISTERED LOCATION MAY CAUSE YOUR EMERGENCY CALL TO BE ROUTED TO THE WRONG PSAP OR CAUSE EMERGENCY RESPONSE PERSONNEL TO BE DISPATCHED TO THE WRONG ADDRESS. YOU ARE RESPONSIBLE FOR CONTACT INFORMATION ACCURACY BY PROVIDING, MAINTAINING, AND UPDATING CORRECT CONTACT INFORMATION FOR YOUR ACCOUNT. CLIENT MAINTAINS THE RESPONSIBILITY TO PERIODICALLY CHECK THAT COMMUNICATIONS INFRASTRUCTURE IS PROPERLY CONFIGURED FOR EMERGENCY CALLING. There are two methods by which you can verify your contact information as correct:

11.1.2.1. By dialing 933. You will then be connected to an automated system that will read back the Podium Voice phone number that you are calling from, along with the address associated with that number.

11.1.2.2. By visiting the "Location Setup" page of the Podium portal and viewing your contact information on record.

11.1.3. Voice emergency calling will not function (i) in the event of an internet or power outage; (ii) if your broadband, ISP, or Podium Voice is terminated or suspended; or (iii) if your system access equipment fails or is not configured correctly. It is possible that network congestion may delay or prevent completion of any emergency call. You will not be able to complete an emergency call if you move to a physical location outside the country in which your Voice line is provided.

11.1.4. If you are not comfortable with the limitations of Voice emergency calls, you should utilize alternate means for accessing emergency services.

11.1.5. YOUR USE, AND USE BY YOUR EMPLOYEES, GUESTS, AND OTHER THIRD PARTIES AND AUTHORIZED USERS, OF PODIUM VOICE ARE SUBJECT TO THE LIMITATIONS DESCRIBED HEREIN. You are responsible for notifying any user or potential users of Voice, including but not limited to your Authorized Users, of the limitations of Voice emergency calls. The availability of certain features, such as transmission of a registered address or your Podium Voice number, depends on whether local emergency response centers support those features, and other factors outside of Podium's control. Podium relies on qualified third parties to assist us in routing emergency calls and text messages to emergency response centers. Podium does not have control over emergency response centers, emergency responders, or other third parties. Podium disclaims all responsibility for the conduct of emergency response centers, third parties engaged by Client to facilitate address updates, and all other third parties involved in the provision of emergency response services.

11.1.6. Client will indemnify and hold harmless Podium Entities, as well as any third-party provider(s), from and against any and all third-party claims and related costs, damages, liabilities, and expenses (including reasonable attorney's fees) arising from or pertaining to: (i) Client's incorrect information; (ii) Client's failure to properly notify any person who may place calls using Voice of the emergency calling limitations; or (iii) the absence, failure, or outage of emergency service calling using Voice for any reason; and (iv) the inability of any user of Voice to be able to access emergency service personnel for any reason.

11.1.7. Neither Podium nor its representatives will be liable under any legal or equitable theory for any claim, damage, or loss (and Client will hold Podium harmless against any and all such claims) arising from or relating to the inability to use the services to contact emergency services. To the extent permitted by applicable Law, you hereby release, discharge, and hold harmless Podium from and against any and all liability relating to or arising from any acts or omissions of such third parties or other third parties involved in the handling of or response to any emergency or emergency call.