

PODIUM PREFERRED VENDOR GENERAL TERMS

These terms and conditions, together with Partner's applicable Preferred Vendor Agreement, are an agreement between you ("Partner" or "you") and Podium Corporation, Inc. ("Podium," "we," or "us"). By clicking to accept these terms or by signing or clicking to accept any agreement referencing these Terms, you agree to all the applicable terms and conditions of these Podium Preferred Vendor General Terms ("Terms") and Partner's Applicable Preferred Vendor Agreement (together with the "Terms," this Agreement").

By accepting these Terms, you represent and warrant that you have the legal power and authority to enter into this Agreement. If Partner is an entity, you represent and warrant that this Agreement is entered into by an employee or agent with all necessary authority to bind that entity to this Agreement.

We may periodically update these Terms. If we update or replace these Terms we will notify you in accordance with Section 11 below. If you have entered into another agreement with Podium concerning your role as a Podium partner, the terms of that agreement control in the event of any conflict with these Terms. Capitalized terms used in herein without a definition have the same meaning as the defined term in the applicable Preferred Vendor Agreement.

1. DATA & OWNERSHIP.

The Parties agree that each Party shall retain all right, title, and interest worldwide in its inventions and all applicable intellectual property rights, as of the Effective Date or discovered, conceived, or reduced to practice by such Party during the Term. The Parties further agree that data transmitted under this Agreement (including, but not limited to, reports, structured data, and visual representations of data), together with all intellectual property rights in such data ("**Data**"), shall be owned as follows: (i) Data transferred by Partner to Podium (excluding any Data provided to Podium to which Partner would not otherwise have any ownership rights) shall be owned by Partner; (ii) Data stored in Podium's platform shall be owned by Podium (excluding any Data provided by Partner to which Podium would not otherwise have any ownership rights).

2. PODIUM NAME AND TRADEMARK USAGE

2.1. Use of Company Names. Podium may identify Partner in Podium advertising and marketing materials as a Podium partner. Partner may identify Podium as the supplier of the Podium Services in Partner's advertising and marketing materials as approved in writing in advance by Podium, which approval will not be unreasonably withheld.

2.2. Use of Podium Trademarks. Subject to the provisions of this Agreement, during the Term, Partner will have the right to advertise Podium Services with Podium trademarks, trade names, service marks, and logos of Podium ("Podium Trademarks"), subject to Podium's prior inspection and written approval of all materials bearing Podium Trademarks. Partner will fully comply with all guidelines, if any, communicated by Podium concerning the use of Podium Trademarks. Partner will not alter or remove any Podium Trademarks contained on or within the Podium Products. Additionally, Partner will not: (a) use the Podium Trademarks or variations or misspellings thereof in Partner's business name, logo, branding, advertising, social media, or domain name (including without limitation top-level domains, sub-domains and page URLs), products, or services (including without limitation, in the name or design of any Application or Theme), unless granted express written permission by Podium in advance of each use; or (b) purchase or register search engine or other pay-per-click keywords (such as Google Ads), trademarks, email addresses, or domain names that use the Podium Trademarks or any variations or misspellings thereof that may be deceptively or confusingly similar to the Podium Trademarks.

2.3. Rights in Podium Trademarks. Except as expressly set forth in this Agreement, nothing contained herein will grant or will be deemed to grant to Partner any right, title, or interest in or to Podium Trademarks. All uses of Podium Trademarks and related

goodwill will inure solely to Podium. Partner will obtain no rights or goodwill with respect to any Podium Trademarks, other than as expressly set forth in this Agreement, and Partner irrevocably assigns to Podium all such right, title, interest, and goodwill, if any, in any Podium Trademarks. At no time during or after the Term of this Agreement will Partner challenge or assist others to challenge any Podium Trademarks (except to the extent expressly required by applicable law) or the registration thereof or attempt to register any Podium Trademarks or marks or trade names that are confusingly similar to those of Podium.

2.4. Feedback. If Partner elects to provide any suggestions, comments, improvements, information, ideas, or other feedback or related materials to Podium with respect to Podium's business operations or Services (collectively, "Feedback"), Partner hereby grants Podium a worldwide, perpetual, non-revocable, sublicensable, royalty-free right and license to use, copy, disclose, license, distribute, and exploit any such Feedback 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 Feedback or otherwise.

3. CONFIDENTIALITY.

3.1. Confidential Information. "Confidential Information" means code, inventions, know-how, product plans, technical and financial, business, operational, or other information exchanged under this Agreement or learned during the performance of 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. This includes any information relating to or shared by Podium as part of any data integration.

3.2. 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 or subcontractors having a legitimate need to know provided that such Party remains responsible for any recipient's compliance with the terms of this Section and these recipients are bound to confidentiality obligations no less protective than this Section.

3.3. 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 or court order, provided it gives advance notice (if permitted by law) and cooperates in any effort by the other Party to obtain confidential treatment for the information.

3.4. 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.

4. INDEMNIFICATION.

4.1. Partner Obligations. Partner will indemnify, defend and hold Podium 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 (i) a breach or alleged breach of Partner's obligations under this Agreement, (ii) any claim of a governmental entity or other party that Partner has violated any law, rule, or regulation, or (iii) Podium's use, as contemplated in this Agreement, of any Member information provided to Podium by Partner. Partner also agrees to defend Podium 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. Partner must 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.

4.2. Podium Obligations. Podium will indemnify, defend and hold Partner harmless from and against any third-party claims and related out-of-pocket costs, damages, liabilities and out-of-pocket expenses arising from or pertaining to (a) a breach or alleged breach of Podium's obligations under this Agreement, (b) any claim of a governmental entity or other party that Podium has

violated any law, rule, or regulation, and (c) Podium's gross negligence or willful misconduct in performing its obligations under this Agreement. Podium also agrees to defend Partner against these claims at Partner's request, but Partner 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 Partner's prior written consent if the settlement does not fully release Partner from liability or would require Partner to admit fault, pay any amounts or take or refrain from taking any action.

5. LIMITATION ON LIABILITY.

IN NO EVENT WILL PODIUM, ITS SHAREHOLDERS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY LOST PROFITS, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES WILL PODIUM'S TOTAL LIABILITY OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT AND USE OF THE SERVICES AND PRODUCTS (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED IN AGGREGATE THE TOTAL AMOUNT PAID OR PAYABLE BY ENROLLED MEMBERS TO PODIUM IN RELATION TO THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM GIVING RISE TO LIABILITY. THE PARTIES AGREE THAT THIS SECTION SHALL SURVIVE AND CONTINUE IN FULL FORCE AND EFFECT DESPITE ANY FAILURE OF CONSIDERATION OR OF AN EXCLUSIVE REMEDY. THE PARTIES ACKNOWLEDGE THAT THE SERVICES CAN BE MADE AVAILABLE FOR FREE OR AT REDUCED PRICES, ONLY BECAUSE OF PODIUM'S RELIANCE UPON THESE LIMITATIONS OF LIABILITY AND THAT ALL SUCH LIMITATIONS FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. SOME STATES LIMIT THE APPLICABILITY OF SUCH LIMITATIONS AND DISCLAIMERS. IN THOSE STATES, THE LIMITATIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT ALLOWED BY LAW.

6. 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](#) and include "Attn. Legal Department" in the subject line. Podium may send notices to the e-mail addresses listed on Partner's Preferred Vendor Agreement or, at Podium's option, to Partner's last-known postal address.

7. NON-EXCLUSIVITY.

The engagement contemplated under this Agreement between Partner and Podium will be on a non-exclusive basis, and nothing will prevent either Party from entering into other or similar agreements with other persons or entities.

8. PUBLICITY.

Unless otherwise specified herein, Podium may use Partner's name, logo and marks to identify Partner as a Podium partner and/or client on Podium's Website and other marketing materials.

9. INDEPENDENT CONTRACTORS.

Although the term "partner" is used throughout the Agreement, the relationship of the parties established by this Agreement is that of independent contractors, and nothing contained in this Agreement should be construed to give either party the power to: (a) act as an agent; or (b) direct or control the day-to-day activities of the other. Financial and other obligations associated with each party's business are the sole responsibility of that party. Neither Party is authorized to bind the other Party to any liability or obligation or to represent that such Party has any authority.

10. 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.

11. AMENDMENTS; WAIVERS.

Podium may update or modify these Terms (including referenced policies and other documents) from time to time by posting a revised version on the Website or by notification via the email associated with your Podium Partner 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. Material modifications are effective upon the earlier of your acceptance of the modified Terms or upon your next subsequent Renewal Term. Immaterial modifications will become effective upon posting or notification. Except as otherwise set forth in this Agreement, any modification 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 under this Agreement. No waiver of any provision of the 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

12. Assignability.

Partner may not assign its rights, duties, or obligations under this Agreement without Podium's prior written consent, except in connection with a merger, acquisition, or sale or exclusive license of all or substantially all of Partner's assets to a party that could not reasonably be deemed a competitor of Podium. If consent is given, this Agreement will bind Partner's successors and assigns. Any attempt by Partner to transfer its rights, duties, or obligations under this Agreement except as expressly provided in this Agreement is void.

13. SEVERABILITY; BINDING EFFECT.

If any provision of the Terms shall be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of the terms shall not be impaired. The Terms shall be binding on and inure to the benefit of the Parties and their heirs, personal representatives, successors, and assigns.

14. NO THIRD-PARTY BENEFICIARIES.

Nothing in the Terms, express or implied, is intended to confer on any person, other than the Parties to the Terms, any right or remedy of any nature whatsoever.

15. ENTIRE AGREEMENT.

This Agreement 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 Services or any other subject matter covered by this Agreement.

16. COUNTERPARTS; ELECTRONIC TRANSMISSION.

This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which shall 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 shall 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.

17. GOVERNING LAW; JURISDICTION AND VENUE.

This Agreement is governed by the laws of Utah, 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 shall be Utah, and both Parties submit to the personal jurisdiction of these courts.