

Additional Terms and Conditions of Use – Podium Corporation, Inc.

IMPORTANT - READ CAREFULLY: These Additional Terms and Conditions of Use (these "Additional Terms") modify, supplement and amend the Universal Terms and Conditions of Use and End User License Agreement – KMA Dealer Digital Program (the "Master Terms") between Sanctus, LLC (doing business as Shift Digital) and you, the automotive dealer ("Dealer") subscribing to receive the services provided by Podium Corporation, Inc. ("Podium"). These Additional Terms and the Master Terms are collectively referred to herein as the "Agreement." "Services" as defined in the Master Terms shall include the services provided by Podium in accordance with these Additional Terms. Initially capitalized terms used in these Additional Terms not otherwise defined herein shall have the meanings as defined in the Master Terms.

IN ORDER TO ACCESS AND USE THE SERVICES PROVIDED BY PODIUM, DEALER MUST FIRST AGREE TO THESE ADDITIONAL TERMS BY CLICKING "ENROLL NOW" ON THE ENROLLMENT PORTAL AFTER MAKING THE SERVICE SELECTIONS, OR BY SELECTING SERVICES AND SIGNING A SERVICES ENROLLMENT FORM. DEALER MAY NOT USE THE SERVICES IF DEALER DOES NOT ACCEPT THE TERMS OF THIS AGREEMENT. DEALER CAN ACCEPT THE TERMS OF THIS AGREEMENT BY ENROLLING FOR AND/OR BY USING THE SERVICES, IN WHICH CASE, DEALER UNDERSTANDS AND AGREES THAT SHIFT DIGITAL WILL TREAT DEALER'S USE OF THE SERVICES AS ACCEPTANCE OF THE TERMS OF THIS AGREEMENT..

In the event of any inconsistency between these Additional Terms and the Master Terms, these Additional Terms shall govern and control. In all other respects, the Master Terms are and shall remain in full force and effect.

Before you continue, you should print or save a local copy of these Additional Terms for your records.

Shift Digital agrees to provide the Podium Services to Dealer in accordance with the terms and conditions of the Agreement. The following terms and conditions shall apply to the Podium Services:

## 1. Data

- 1.1. Aggregate/Anonymous Data. Dealer agrees that Podium will have the right to generate Aggregate/Anonymous Data using data from the Podium Services including without limitation Dealer's use of the Podium Services. As used herein, "Aggregate/Anonymous Data means data that is aggregated (combined with other data) and de-identified (not attributable to any Dealer or any Dealer product or service). Podium shall have the right to use Aggregate/Anonymous Data for product improvement, industry reports, sales material, and similar business uses. Notwithstanding anything to the contrary herein, Dealer agree that Aggregate/Anonymous Data shall be owned by Podium. Neither Shift Digital nor Podium will distribute Aggregate/Anonymous Data in a manner that personally identifies Dealer or Dealer's customers, or that would otherwise violate applicable laws.
- 1.2. Monitoring. Dealer understand and agree that Podium, and any third-party platform(s) Dealer uses or accesses in connection with the Podium Services, may monitor and analyze Dealer Content Dealer submits (including but not limited to reviews, surveys, messages, chats, etc.) to improve the Website, Services or third-party platform; to improve Dealer's experience using the Website, Services or third-party platform; to customize and communicate informational or product offerings and promotions to Dealer; and/or to make the Website, Services, or third-party Platform more helpful or useful to Dealer and other users.

1.3. Feedback. If Dealer or any employee of Dealer elects to provide any suggestions, comments, improvements, information, ideas or other feedback or related materials to Podium (collectively, "Feedback"), Dealer 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.

## 2. User Obligations

2.1. Warranty. Dealer warrants and represents that Dealer will not use the Podium Services in a manner that violates the Federal Trade Commission's Telemarketing Sales Rule, the Telephone Consumer Protection Act of 1991, the Gramm-Leach-Bliley Act of 1999, or any other applicable federal, state, or local law. Dealer also represents and warrants that (a) Dealer is authorized to provide Podium with any customer, client or authorized user information that Dealer provides in connection with the Services, including without limitation any personally identifying information ("Customer Information"); (b) Dealer's delivery of Customer Information to Podium and Podium's possession and/or use of the Customer Information in connection with the Podium Service will not violate any applicable privacy policy or other agreement, law, or regulation; (c) any Dealer Content that Dealer and/or its 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; (d) Dealer and/or its authorized representative(s) will only use the Podium Services for interaction with bonafide customers whose most recent transaction with Dealer occurred less than ninety (90) days from the date Customer Information is provided to Podium. Additionally, if an integration is included in the Podium Service, Dealer grants Podium the right to access the Customer Information through Dealer's systems, including without limitation Dealer's CRM system, either directly or through a third-party service, for the purposes of providing the Podium Service, and Dealer warrants that Dealer is not restricted by any applicable agreement, law or regulation from granting Podium such right. Podium will not be held liable for any consequences of false and/or inaccurate Dealer Content published to an online review or ratings website through the Podium Services.

2.2. Customer Consent. Dealer agrees to: (i) provide all required disclosures to Dealer's customers and obtain all required consents and/or authorizations from Dealer's customers prior to utilizing the Podium Service; and (ii) obtain all necessary rights, releases and consents to allow Consumer Data to be collected, used and disclosed in the manner contemplated by this Agreement and to grant Podium the rights herein.

## 3. General Legal Terms

3.1 These Additional Terms shall be governed by, and construed in accordance with, the law of the state under which the Master Terms are governed. No amendment to or modification of these Additional Terms will be binding unless in writing and signed by Dealer and Shift Digital.