WebOps Master Services Agreement

These terms (this "Agreement") govern any access to or use of the Services between Pantheon Systems, Inc. ("Pantheon," "we," "us," or "our") and you the user ("Subscriber" or "you"), each a "Party." This Agreement takes effect when you click an "Accept" button or by your use of any of the Services (the "Effective Date"). If you are using the Services on behalf of an entity, you are agreeing to this Agreement for that entity and representing to Pantheon that you have the authority to bind that entity to this Agreement. If you do not agree to be bound by this Agreement or lack the legal capacity to enter this Agreement, you may not access or use the Services.

Subscriber represents having read, understood, and agrees to be bound to this Agreement, is lawfully able to enter into contracts (e.g., you have adequate legal capacity and are of legal age), and affirmatively agrees to conducting electronic business transactions with digital acceptance processes and electronic signatures.

Changes to this Agreement. This Agreement is subject to change by Pantheon in its sole discretion at any time. You can choose to receive a notice of any updates by e-mail to this Agreement by creating an account with us. Changes to this Agreement will be effective immediately and any material changes shall be effective no later than thirty (30) days after posting of such Agreement, and where required under applicable law with respect to material changes, effective thirty (30) days after submission of our notice. If you do not agree to any change(s) to this Agreement, you may not access or use the Services and must contact us directly at legal@pantheon.io.

1. USE OF THE SERVICES

- 1.1 Services. Pantheon provides a centralized website operations platform. Any Services Pantheon performs for Subscriber are subject to the terms and conditions of this Agreement. Pantheon will provide the Services that you select in the Order Form, solely for your own use, and not for the use or benefit of any third party.
- 1.2 Access to Services. Pantheon will make the Subscription Plans and Software Tools available twenty-four hours a day, seven days a week, provided that Pantheon will not be responsible for any failure in the Services caused by (a) your systems, configuration, third party products or services procured by you and any unauthorized access thereof (b) network, telecommunications or other service or equipment, (c) your gross negligence or willful misconduct or the gross negligence or willful misconduct of third parties engaged by you, (d) any Force Majeure Event, and (e) scheduled maintenance and upgrades or repairs made by us to the platform. Pantheon will minimize such disruption where it is within Pantheon's reasonable control but may otherwise modify or suspend the Services at any time. Updates to the Services will be as set out in the Documentation and corresponding release notes. Certain Pantheon features or Services may be deprecated or limited for access or use in subsequent releases. Pantheon retains the right to limit use and storage in its sole discretion at any time with or without notice. Subscriber will develop, operate, configure and maintain their Subscriber Content and will ensure that any service calls are compatible with the then-current APIs for the applicable Services.
- 1.3 Subscribers Registration. Subscriber will maintain accurate, complete, and updated registration information with Pantheon, including Subscriber's email address as a material condition of this Agreement. Subscriber may not use as a Pantheon URL a name that is subject to any third-party rights without appropriate authorization. Pantheon reserves the right to refuse registration of, or cancel, a Pantheon URL in its discretion. Subscriber shall maintain adequate controls to secure access credentials to the Services and shall notify Pantheon immediately of any actual or suspected loss, theft, or unauthorized use of Subscriber's account or password.
- 1.4 Restrictions. Except as expressly authorized under this Agreement, Subscribers and each End User may not themselves or permit others to: (a) sell, rent, lease, license, sublicense, or assign the Services, or any part thereof to others without express permission under a separate signed written agreement; (b) access or use the Services in a manner intended to avoid incurring fees or exceeding usage limits or quotas; (c) transfer the Services or Documentation, in whole or in part, or any copy thereof to another party; (d) reverse engineer, modify, decompile, disassemble, or otherwise access source code from the Software Tools or Services, or any part thereof; (e) copy, modify or prepare derivative works of the Services, or any part thereof; (f) violate any aspect of Pantheon's AUP; or (g) use the Services to process or store any Restricted Data.
- 1.5 Subscriber's Content. Subscriber will determine any use of Subscriber Content subject to the terms of this Agreement. Subscriber will configure the Services to meet Subscriber's requirements for archiving, storage, backup, and other configuration of such Subscriber

Content used with the Services (including the UI). Pantheon will provide Subscriber any configuration options for scheduling server backups, restoring data, access to log files or other application and server options available to Pantheon related to Subscriber's use of Services. Pantheon will not retain any Subscriber Confidential Information following termination of Services except as may be required under applicable law.

2. SUPPORT AND SERVICES

- 2.1 Support Services. Pantheon provides support services to you as described in the Documentation and the Order Form ("Support"). Pantheon may change the description and features of such Support programs at any time. Support shall be delivered by Pantheon in accordance with the target response times in the Documentation, which are not binding on Pantheon.
- 2.2 Professional Services. Pantheon shall provide any professional services as specified in the Order Form and in accordance with the timeline, requirements and inclusive of any deliverables ("Professional Services"). Any change to such items set out in the Order Form shall be as agreed under a subsequent Order Form entered between the Parties. Subscriber will provide reasonable and timely assistance to Pantheon for Professional Services.

3. CONFIDENTIALITY

- 3.1 Obligations of the Parties. For purposes of any Confidential Information shared by Disclosing Party, Receiving Party shall not disclose Confidential Information to any third party; provided that it may, however, disclose Confidential Information to its employees, contractors, advisors and agents solely for purposes of meeting Receiving Party's obligations under this Agreement under similarly restrictive terms as set forth herein. In the event that Receiving Party is required to disclose Confidential Information pursuant to any applicable statute, regulation or order of a court of competent jurisdiction, Receiving Party will notify Disclosing Party. Each Party will maintain physical, electronic and procedural safeguards designed to protect the confidentiality and integrity of, and to prevent unauthorized access to or use of, Confidential Information provided by the other Party.
- 3.2 Exclusions to Confidentiality. Notwithstanding the foregoing, Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been lawfully known to the Receiving Party when provided by Disclosing Party; (iii) is lawfully received from a third party; or (iv) can be shown by documentation to have been independently developed by the Receiving Party without reference to the Confidential Information. Confidential Information excludes PI, which requires unique protection and is more specifically addressed in Section 4 below.

4. DATA PROCESSING STANDARDS OF ANY PI

- 4.1 Nature of Data Processing Activity. Pantheon's will be hosting Subscriber Content as part of the Services. In the event that Subscriber Content includes sharing of any PI to Pantheon, the Parties each agree to comply with all applicable federal, state and international laws, rules, regulations, and directives regarding the collection, use, disclosure, and/or processing of personal information pursuant to the Agreement, including but not limited to Regulation EU 2016/679 or "GDPR" and the California Consumer Privacy Act (CCPA) (collectively, "Data Protection Laws"). To the extent applicable, each Party understands and will comply with their respective obligations thereunder to protect any PI in accordance with such Data Protection Laws in accordance with this Section 4. Pantheon will not retain, use or disclose any PI for purposes other than the Services and under no circumstance will sell such information to a third party within the meaning of CCPA.
- 4.2 Obligations of the Parties. Both Parties, where Subscriber shall be the data controller and where Pantheon shall be data processor (GDPR) or service provider (CCPA), as those terms are defined under Data Protection Laws, shall ensure they each have in place appropriate technical and organizational security measures to protect any PI disclosed under this Agreement. Pantheon will maintain, and Subscriber expressly agrees, to Pantheon's privacy policy, available at https://www.pantheon.io/privacy and as may be modified

from time to time in accordance with Pantheon's compliance program ("Privacy Policy"). Pantheon will at all times adhere to such Privacy Policy and process any PI received hereunder solely to perform the Services and for no other purpose.

- 4.3. Consents and End User Requests. Subscriber shall maintain adequate legal consent(s) for any PI used by Subscriber with the Services under this Agreement. Subscriber shall promptly notify Pantheon, and Pantheon will promptly respond to Subscriber regarding, any data access, transfer, deletion or other similar requests under Data Protection Laws.
- 4.4 International Transfers. Pantheon participates in and has certified its compliance with the EU-U.S. Privacy Shield Framework and Swiss-U.S. Privacy Shield Framework ("Privacy Shield Framework") for the transfer of Personal Data from the EEA and Switzerland to the U.S. In the event of any onward transfers and solely for purposes of the Services, the applicable standard contractual clauses for the Transfers of Personal Data to Processors Established in Third Countries, dated 5 February 2010 (2010/87/EU), as amended or replaced from time to time (the "Standard Clauses"), will apply and are hereby incorporated by reference into this Agreement. For purposes of the Standard Clauses, (a) Subscriber will act as the data exporter and Pantheon will act as the data importer and service provider; (b) any subprocessors (as defined under GDPR) will be subject to Clause 11 (Sub-processing) of the Standard Clauses; (c) Appendices 1 and 2 of the Standard Clauses will be promptly completed by the Parties and incorporated by reference to this Agreement. If the Standard Clauses are amended or replaced from time to time, then the foregoing Standard Clauses and Appendix references will be deemed updated as appropriate. To the extent that there is a conflict between this Agreement and the Standard Clauses, the Standard Clauses will prevail. In the event that the Standard Clauses or other applicable transfer mechanisms become invalid, they will be replaced with other valid instruments prescribed by applicable Data Protection Laws.
- 4.5 Subcontracting. Pantheon maintains a current list of subprocessors for purposes of Data Protection Laws under its Privacy Policy as set out above. Pantheon shall maintain as current and Subscriber consents to Pantheon's use of such subprocessors solely for purposes of the Services. Pantheon shall maintain adequate data protection agreements with such subprocessors and remain liable for any breach of this Section 4 caused by a Pantheon subprocessor.

5. INTELLECTUAL PROPRIETARY RIGHTS.

- 5.1 Intellectual Property Rights Ownership. Pantheon retains ownership in and reserves all right, title, and interest to the Documentation, Subscription Plans, and Software Tools, in whole and in part, and all derivative works thereof ("Pantheon IP"). The UI is further protected under U.S. and international copyright law. Except for Pantheon IP, Subscriber retains ownership in and reserves all right, title, and interest to Subscriber Content and any works created by Subscriber or End User. Except as expressly set forth in Section 5.2 below, no express or implied license or right of any kind is granted to Subscriber regarding the Services, or any part thereof, including any right to obtain possession of any source code, data or other technical material relating to the Services. All rights not expressly granted to Subscriber are reserved by Pantheon.
- 5.2 License. At all times in accordance with this Agreement, Pantheon grants Subscriber a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license, in object code form only, as applicable, to do the following during the Term: (i) access and use the Documentation, Subscription Plans, and Software Tools and (ii) use the UI solely in connection with your Services. Further, Pantheon grants Subscriber a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license, to copy, modify, distribute, and create derivative works of any Professional Services exclusive of Pantheon IP. The Services may contain open source software components which are licensed under the terms of the applicable open source software licenses and not this Agreement. All licenses and other rights, if any, granted to you in this Agreement are conditional on your continued compliance with this Agreement, and will immediately and automatically terminate if you do not comply with any term or condition of this Agreement.
- 5.3 Cooperation. During and after the term of this Agreement, you will not assert, nor will you authorize, assist, or encourage any third party to assert, against Pantheon or Pantheon's customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding any Services you or any other authorized users have used on your behalf. Subscriber

shall abide by all copyright notices, information, and restrictions contained in any UI accessed through the Services.

- 5.4 Retention of Rights in Downloaded Materials. Subscriber may download or copy the UI, and other items designated for download on the UI in connection with the Services and provided that Subscriber maintains all copyright and other notices contained in such UI. For any such downloads, solely in conjunction with your use of the Services, the intellectual property therein is licensed to you by Pantheon or third-party licensors for your noncommercial use, and no title to the Software Tools or the UI shall be transferred to you.
- 5.5 Proprietary Rights of Subscriber Content. Subscriber shall own all Subscriber Content that Subscriber contributes to the UI. For purposes of Pantheon providing its Services (e.g., hosting, tools, UI) Subscriber hereby grants Pantheon solely for the duration of the Services a non-exclusive, worldwide, royalty-free, non-transferable right and license to use, copy, cache, publish, display, distribute, modify, create derivative works and store such Subscriber Content solely to the extent necessary to provide the Services.
- 5.6 Feedback. If Subscriber identifies problems or changes or provides ideas, suggestions, or tangible materials to Pantheon about the Services ("Feedback") Pantheon may use that information without obligation to Subscriber (including without limitation obligations of confidentiality), and Subscriber hereby irrevocably grants to Pantheon a fully paid, royalty-free, perpetual, worldwide, non-exclusive and fully sub-licensable right and license to use, reproduce, perform, display, distribute, adapt, modify, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights.

6. WARRANTY DISCLAIMER

- 6.1 Specific Warranties. Each party represents and warrants that it has the legal power to enter into and perform under this Agreement. Pantheon warrants any professional services or Support by Pantheon shall be provided in a professional and timely manner.
- 6.2 Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6.1, THE SERVICES, AND ANY CONTENT CONTAINED IN OR ACCESSED THROUGH THE SERVICES ARE PROVIDED "AS IS." PANTHEON SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT (EXCEPT AS SET OUT HEREIN), AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, PANTHEON MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND THAT THE SERVICES, WILL MEET SUBSCRIBER'S, END USERS' OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, DATA OR OTHER SERVICES, OR BE COMPLETE, FREE OF HARMFUL CODE, TIMELY, UNINTERRUPTED OR ERROR-FREE. ANY THIRD PARTY CONTENT, DATA, PRODUCTS OR SERVICES OR ANY OPEN SOURCE SOFTWARE OR CODE THAT MAY BE ACCESSED BY SUBSCRIBER AVAILABLE THROUGH THE SERVICES ARE MADE AVAILABLE "AS IS" AND SHALL BE SUBJECT TO THE APPLICABLE LICENSE AGREEMENTS BETWEEN SUBSCRIBER AND SUCH THIRD PARTY AND ARE NOT SUBJECT TO THIS AGREEMENT. PANTHEON DOES NOT ENDORSE OR MAKE ANY OTHER REPRESENTATIONS OR PROMISES REGARDING SUCH THIRD PARTY MATERIALS.

7. INDEMNIFICATION

7.1 Subscriber Indemnification. Subscriber will defend, indemnify, and hold Pantheon harmless, including our employees, officers, directors, representatives, our licensors and service providers, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) Subscriber or any End Users' use of the Services (including any activities under your account and use by your employees, agents, subcontractors, or customers); (b) violation of Pantheon's AUP; (c) Subscriber Content or the combination of Subscriber Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by your Subscriber Content or by the use, development, design, production, advertising or marketing of Subscriber Content; or (d) a dispute between Subscriber and any End User, employee, agent, contractor, or other third

party (each of the foregoing, a "Subscriber Claim").

7.2 Process. Pantheon will promptly notify Subscriber of any Subscriber Claim, but a failure to do so shall not prejudice Pantheon's rights hereunder. Pantheon will choose legal counsel to defend the Subscriber Claim, provided that these decisions must be reasonable and must be promptly communicated to Subscriber. Subscriber must comply with our reasonable requests for assistance and cooperation in the defense of any Subscriber Claim at your expense. Pantheon will not settle the Subscriber Claim without your consent, although such consent may not be unreasonably withheld or delayed. Subscriber must promptly pay defense expenses incurred hereunder.

8. LIMITATIONS OF LIABILITY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL PANTHEON, ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES OR AFFILIATES (FOR PURPOSES OF THIS SECTION ONLY "PANTHEON"), BE LIABLE TO SUBSCRIBER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF BUSINESS PROFITS OR OPPORTUNITY, LOST DATA, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS. THIS LIMITATION APPLIES EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, THE MAXIMUM AGGREGATE LIABILITY OF PANTHEON AND THE MAXIMUM AGGREGATE AMOUNT WHICH MAY BE AWARDED TO AND COLLECTED BY SUBSCRIBER WITH RESPECT TO CLAIMS UNDER THIS AGREEMENT SHALL NOT EXCEED TWELVE (12) MONTHS OF FEES FOR SERVICES UNDER THE APPLICABLE ORDER FORM FROM WHICH THE FIRST CLAIM AROSE OR \$500 IF NO SUCH FEES WERE OWED TO PANTHEON UNDER AN APPLICABLE ORDER FORM.

9. FEES AND PAYMENTS.

- 9.1 Fees. Any applicable fees for use of the Services will be in U.S. dollars before applicable taxes or statutory withholdings required by law. All fees are non-refundable unless expressly stated in the Order Form or this Agreement. Subscriber represents that it is a lawful account holder authorized to make any payments hereunder to Pantheon. All payments are made without the right of setoff or chargeback. Subscriber will pay interest, at a rate equal to one and one half percent (1.5%) per month, or the maximum rate permitted by law, whichever is lower, on any undisputed amount that remains unpaid after it is due. Subscriber will pay any taxes arising out of this Agreement expressly excluding taxes on Pantheon's net income and all employer reporting and payment obligations with respect to Pantheon's personnel. Subscriber will promptly provide any documentation for withholdings under law affecting any amounts payable to Pantheon hereunder. Pantheon reserves the right to contract with a third party for the purpose of processing payments. Such third party may impose additional terms and conditions governing payment processing.
- 9.2 Failure to Pay. If Subscriber fails to pay amounts owed to Pantheon in accordance with this Agreement, Pantheon may suspend without notice or liability any performance under this Agreement until such payment is received by Pantheon. If Subscriber fails to pay any such amounts following five (5) days' notice, Pantheon may terminate all or a portion of the Services without further notice or any liability.
- 9.3 Modification of Fees. Pantheon may change its prices at any time with notice to you or by updating pricing posted to the UI. You may cancel the affected Services prior to any such price change going into effect.

10.1 Term. The term of this Agreement commences on the Effective Date and shall apply for the duration of Subscriber's use of the Services unless terminated earlier in accordance with this Agreement (the "Term"). The term of any Subscription Plan shall commence as set out in the Order Form and shall apply for the duration of Subscriber's Subscription Plan unless terminated earlier in accordance with this Agreement.

10.2 Right to Terminate. Pantheon may immediately terminate the Services at any time for a violation of Section 1.4 (Use of Services – Restrictions) or Section 5 (Intellectual Property Rights). Subject to Section 9 and Subscriber's compliance with this Agreement, Subscriber may terminate Services under an Order Form at any time.

10.3 Effects of Termination. Upon termination of any Subscription Plan or Services under this Agreement, your right to use the Services, including access to the UI, and any Subscriber Content or Third Party Content will immediately cease. Sections 1.4 (Restrictions), 3 (Confidentiality), 5 (Intellectual Property Rights), 7 (Warranty Disclaimer), 8 (Limitation of Liability), 9 (Fees and Payments), 10.3 (Effects of Termination), 11 (DMCA), 12 (Miscellaneous), 13 (Terms and Definitions) shall survive termination of this Agreement. Pantheon will not retain any Subscriber Confidential Information following termination of Services except as may be required for compliance with applicable law.

11. Compliance with Certain Laws

11.1 Compliance with Laws. Each Party shall comply with all applicable anti-corruption laws and regulations, including without limitation the US Foreign Corrupt Practices Act and the UK Bribery Act of 2010. Each Party shall promptly report any known or suspected conflicts of interest that may arise between the parties. Subscriber shall ensure Subscriber Content and any use thereof with the Services complies at all times with applicable laws.

11.2DMCA.

Pantheon responds to notices of copyright infringement and may, in its discretion, terminate accounts of offenders according to the process set out in the U.S. Digital Millennium Copyright Act (DMCA). Subscriber and Pantheon shall each respond promptly to any such requests. If you believe that any content with Pantheon's services infringes a copyright, please send a DMCA notice to: DMCA Notices, Pantheon Systems, Inc., 717 California Street, Third Floor, San Francisco, CA 94108. You can also contact us at legal@pantheon.io.

11.3 Export Controls Laws.

Subscriber acknowledges that the Services are subject to export restrictions by the U.S. government and import restrictions by certain foreign governments. Subscriber may not export or re-export the Services except in compliance with the U.S. Export Administration Act and the related rules and regulations and similar non-U.S. government restrictions, if applicable. As may further apply to certain government customers, the Services and accompanying Documentation are deemed to be "commercial computer software" and "commercial computer software documentation", respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212(b), as applicable. Any use, modification, reproduction, release, performing, displaying or disclosing of the Services and Documentation by the U.S. Government shall be governed solely by the terms of this Agreement

12. MISCELLANEOUS

12.1 Complete Agreement. This Agreement, along with any Order Form(s) incorporating this Agreement by reference, the Privacy Policy and the AUP, constitute the entire agreement regarding the subject matter herein between Subscriber and Pantheon and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding the subject matter hereof. Purchase orders will be for the sole purpose of defining quantities, prices and describing the Services to be provided under this Agreement and to this extent only are incorporated as a part of this Agreement and all other terms in purchase orders are rejected. Subscriber's access to and use of

certain other products or services by Pantheon may be subject to additional terms ("Supplemental Terms"), and such Supplemental Terms will be referenced in the Order Form or presented for acceptance when such services are added by Subscriber. If the Agreement is inconsistent with the Supplemental Terms, the Supplemental Terms shall control with respect to such service.

- 12.2 No Waiver of Rights. No provision of this Agreement, unless such provision otherwise provides, will be waived by any act, omission or knowledge of either Party or its agents or employees, except by an instrument in writing expressly waiving such provision and signed by a duly authorized officer of such Party. The failure of either Party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.
- 12.3 Force Majeure. Pantheon will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, mechanical, telecommunications, or other utility failures or degradation, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.
- 12.4 Assignment and Transferability of Agreement. Consistent with Section 5 (Intellectual Property Rights), this Agreement is not assignable, transferable or sub-licensable by Subscriber except with Pantheon's prior written consent. Pantheon may assign this Agreement in whole or in part at any time without Subscriber's consent to a parent, affiliate, or subsidiary or to a successor provided that the terms of this Agreement will be binding upon and inure to the benefit of such assignee party by Pantheon.
- 12.5 Relationship of Parties. The relationship between Pantheon and Subscriber are that of independent contractors, each as separate legal entities. Neither is an agent, representative, partner, or in a joint venture with the other Party under contract or by law. Except as set out in the Agreement, neither party may represent to any third party that it has any authority to act on behalf of the other Party.

12.6 Notice. The Parties accept e-mail notices as effective under this Agreement. Any notice shall be in writing and shall be deemed effective when sent to the last known address provided unless notice was given to the other Party otherwise.

Pantheon Notices	Subscriber Notices
Email: legal@pantheon.io	Email: (as set out in Order Form)
To: Customer Support	To: (as set out in Order Form)
Pantheon Systems, Inc.	
717 California Street, 3rd Floor	
San Francisco, CA 94108	

- 12. 7 Injunctive Relief. In the event of an actual or alleged breach of Section 1, Section 3 or Section 5 of this Agreement, the parties acknowledge this will constitute immediate, irreparable harm for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. If any legal action is brought to enforce this Section 1.4 or Section 5, Pantheon will be entitled to receive its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive.
- 12.8 Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- 12.9 Publicity. The pricing and any applicable discounts made available hereunder are conditioned on Subscriber's consent to use its

name and other indicia in Pantheon's customer list and promotional and marketing materials.

13 Applicable Law and Legal Disputes

13.1 Applicable Law. The Parties agree the laws of the State of California, without regard to principles of conflict of laws, will govern this Agreement except as otherwise stated. The Parties expressly agree to the jurisdiction of state and federal courts located in San Francisco, California in any legal action, suit or proceeding hereunder except as otherwise stated.

13.2 Legal Disputes. The Parties will cooperate to settle matters amicably under this Agreement. Except for matters of injunctive relief under Section 12.7 where such requirement shall not be a prerequisite, any claim, controversy or dispute between the Parties under this Agreement including the validity, construction or enforcement, breach, tort or quasi-claim, the Parties agree the matter will be referred to an independent mediator agreed upon by the Parties. Where the Parties cannot agree on a mediator within ten (10) business days, either Party may file a claim and both Parties submit to the jurisdiction and requirements of the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court meeting the requirements of Section 13.1 as each Party's sole and exclusive remedy hereunder. The Parties agree to participate in good faith in any mediation or arbitration begun under this section. Any mediation or arbitral award shall be binding upon the Parties, and shall be final and nonappealable except for (a) matters of Confidentiality or Intellectual Property Rights, which may be appealed in all cases following a decision from arbitration proceedings, or (b) otherwise solely on the grounds provided under the applicable Alternative Dispute Resolution and Arbitration Laws, Rules and Procedures.

14. OTHER DEFINITIONS

"AUP" shall mean the Pantheon Acceptable Use Policy as set out in the Documentation.

"API" means an application program interface.

"Authorized Person" has the meaning set forth in Section 4.4.

"Confidential Information" means any and all technical and non-technical information or other information, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential, disclosed by a Party ("Disclosing Party") to the other Party ("Receiving Party,") which may include without limitation: (a) patent and patent applications, (b) trade secrets and product roadmap or discussions regarding features and enhancements and (c) proprietary and confidential information, ideas, media, drawings, works of authorship, inventions, know-how, processes, algorithms, software programs and software source documents related to the current, future, and proposed products and services of Pantheon or its business partners including their technology, business plans and promotions (d) information concerning research, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, and marketing plans.

"Documentation" means the user guides and operations manuals provided with the Services.

"End User" means any individual or entity that directly or indirectly through another user: (a) accesses or uses your Subscriber Content; or (b) otherwise accesses or uses the Services under your account.

"Order Form" is the list of products or services with any applicable pricing, quantities, and terms of your Subscription Plan provided by Pantheon to you incorporating by reference the terms of this Agreement, whether online, on paper or in digital format. For avoidance of doubt, any sandbox, beta or otherwise unpaid access to the Subscription Plan shall be subject to this Agreement.

"Personal Information" (or "PI") is information, in any form, that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household.

"Restricted Data" shall mean (i) personal health information under the Health Insurance Portability and Accountability Act; (ii) government-issued identification numbers, including Social Security numbers, driver's license numbers and other state-issued identification numbers; (iii) financial account information, including bank account numbers, and primary account numbers including those regulated under the Gramm-Leach Bliley Act; (iv) payment card data, including credit card or debit card numbers; (v) "sensitive personal data" or "special categories of personal data," consisting of racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data, data concerning health or data concerning a natural person's sex life or sexual orientation; or (vi) other data requiring a standard of protection more stringent or specific than reasonable technical, physical, and procedural safeguards against disclosure.

"Services" means the Subscription Plan, Software Tools, or Support offered to Subscriber (and, if Subscriber is an Agency, Subscription Plans offered to such Agency's customers). Services do not include Third Party Content or Subscriber Content.

"Software Tools" means the software tools that allow for development, maintenance, and oversight of one or multiple websites (including, without limitation, development environment, workflow integration tools, dashboard, site access controls and search), the Documentation, the Marks, the UI, and any other web product or service provided by Pantheon under this Agreement. Software Tools do not include Third Party Content or Subscriber Content.

"Subscriber Content" means content that Subscriber or any End User (a) runs on the Services, (b) causes to interface with the Services, or (c) uploads to the Services under its account or otherwise transfers, processes, uses or stores in connection with such account. For the purposes of this definition, "Subscriber Content" means, without limitation, software or source code, audio, video, animations, text, graphics, logos, tools, photographs, images, illustrations, Subscriber programming code and API(s), dashboard(s), administration tools, and graphical interface(s).

"Subscription Plan" means paid or unpaid access to any website operations platform services provided by Pantheon.

"Third Party Content" means content made available to you by any third party on the UI or in conjunction with the Services. For the purposes of this definition, "Third Party Content" means, without limitation, software or source code, audio, video, animations, text, graphics, logos, tools, photographs, images, illustrations, Third Party programming code and API(s), dashboard(s), administration tools, and graphical interface(s).

"UI" or "User Interface" means all Pantheon-created content, including but not limited to software or source code, audio, video, animations, text, graphics, logos, tools, photographs, images, animations, illustrations, the Pantheon programming code and APIs, dashboard(s), administration tools, and graphical interface(s), all as created and/or used by or on behalf of Pantheon in connection with provision of the Services. UI does not include Third Party Content or Subscriber Content.