

Supplemental Terms for Authorized Resellers

ONLY APPLICABLE TO RESELLERS

These Supplemental Terms (“Supplemental Terms”) are for the resale of subscription plans by a Subscriber under a separately entered services agreement (“Agreement”) entered between Pantheon Systems, Inc. (“Pantheon,” “we,” “us,” or “our”) and a Subscriber who for purposes of these Supplemental Terms shall be an authorized reseller (“Subscriber” or “you”). These Supplemental Terms take effect on the earlier of: the last date a party signs, when you click an “Accept” button or by your use of any of the Services (the “Effective Date”). All capitalized terms are as defined in the Agreement except as set out herein.

1. AGENCIES

Certain Subscribers may either only build websites for third parties or build websites for third parties in addition to their own websites. Such Subscribers are defined as “Agencies” hereunder. Only entities that are direct signatories to this Agreement with Pantheon may be Agencies. Agencies that purchase Subscription Plans for the websites they develop may resell the Subscription Plans provided by Pantheon to their third party customers who agree to be bound by certain obligations Subscriber owes to Pantheon (each, a “Client”). From time to time, Pantheon may opt to exclude certain offerings from those that may be resold.

2. RESALE CONDITIONS

2.1 Authorized resale. Agencies may resell Subscription Plans to Clients that will be operating their own websites, provided that the following conditions are met: (a) Subscriber pays Pantheon its then current fee for each such Subscription Plan and any renewal thereof; (b) Agency obtains the Client’s agreement to be bound by the obligations imposed on Subscriber under the Agreement (the “Pass Through Terms”) and (c) Pantheon is made a third party beneficiary of the Pass Through Terms. Pricing, billing, support, and all other terms and conditions are solely between you and your Client. Your agreement with your Client will include language that specifically exempts third parties, including Pantheon, from any liability (the “Agency Reseller Agreement”). You shall promptly notify Pantheon of any violations of this Agreement or the Agency Reseller Agreement by any Clients.

2.2 Your Failure to Pay for Clients. Pantheon reserves the right to terminate the Subscription Plans, or any renewal thereof, provided by Pantheon to you or that you resold to a Client, if you fail to pay the applicable fees for such Subscription Plan within ten (10) days after such payment becomes due hereunder.

2.3 Client Violations. You are responsible for your Clients’ use of the Services and Subscription Plan. You shall ensure that all Clients comply with the obligations set out in the Agreement. If you become aware of any violation by a Client of the Agreement or these Supplemental Terms, you will immediately indemnify Pantheon as set out below, require Client to comply, and if necessary, terminate such Client’s access to the Subscription Plan.

2.4 No Warranties. You may not make any representation or warranty regarding the functionality or performance of the Services that exceed the terms set forth in the Agreement, and you shall indemnify and hold Pantheon harmless pursuant to the terms of Section 8 for any claims or lawsuits resulting from such action.

2.5 Access to Usernames and Passwords. You shall not disclose user names or passwords to unauthorized users.

2.6 Audit. You will maintain accurate records relating to resales of the Subscription Plans under these Supplemental Terms and for three (3) years after the expiration or termination of the last Subscription Plan hereunder. Pantheon or its agent(s) shall be entitled to audit such records during normal business hours and on reasonable prior notice, in order to verify Subscribers' compliance with the terms of this Section 2.

2.7 Marks. Pantheon hereby grants to you a limited, non-transferable, royalty-free license to use its trademarks and logos ("Marks") solely in connection with the fulfillment of your resale rights under these Supplemental Terms, and at all times subject to Pantheon's specifications as set forth at <https://pantheon.io/pantheon-trademark-standards-use> and the Agreement. You acknowledge and agree that Pantheon holds all right, title and ownership in and to the Pantheon Marks and the goodwill pertaining thereto.

2.8 Indemnification. You will defend, indemnify, and hold us 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 any third party claim in connection with these Supplemental Terms.