Vendor Work Order

Pantheon Systems, Inc.

717 California Street

San Francisco, California

94108

Purchase From	Ship To
Vendor Name: Vendor Complete Business Address:	Pantheon Systems, Inc. 717 California Street San Francisco, California 94108
Vendor Contact Name: Vendor Contact Number: Vendor Contract email:	Pantheon Contact Name: Pantheon Contact Number: Pantheon Contract email:

1. **Scope of Service:**

   The Vendor shall provide the following services and deliverable/s as described below: (*If not applicable, write "N/A"*)

Item #	Item Description (Required)	Deliverable	Due Date	Quantity	Unit Price	Total Price
Ex: 1	*Vendor to provide photoshoot services to Pantheon on July 1, 2020 from 8AM-10AM*	*50 pcs of photos in JPEG*	*July 1, 2020*	*2 hrs*	*$500/hr*	*$1,000.00*

2. **FEES AND EXPENSES**. Pantheon will pay Vendor in accordance to Section 1 of this Agreement. For any other expenses, Vendor must

obtain Pantheon's written approval prior to incurring such expenses. Upon termination of this Agreement for any reason, Pantheon will pay Vendor for all Services specified in a Work Order that have been completed and accepted, up to and including the effective date of such termination. Such payment may be on a proportional basis in the event Vendor has not completed the Services set forth in the SOW.

2.1 Payment and Invoice. Pantheon will pay the undisputed invoices and pre-approved expenses as below within thirty (30) days of Pantheon's receipt of Vendor's itemized invoice.

2.2. Other Compensation. Vendor shall not be entitled to any other compensation in connection with the performance of Services and/or in connection with the rights granted herein and/or the exploitation of any works unless agreed to in writing.

2.3. Disputed Invoices. In the event that Pantheon, in good faith, disputes any item in an invoice, Pantheon shall notify the Vendor in writing, no later than thirty (30) days after the receipt of the invoice. The parties shall negotiate to resolve the disputed items. Pantheon shall have the right to withhold payment of the disputed invoice without interest. Pantheon will pay the amount within thirty (30) days after the resolution of dispute. Pantheon reserves rights of set-off and withholding from any amounts otherwise due to Vendor. Nonpayment of a disputed invoice shall not constitute a breach by Pantheon or permit suspension services by Vendor.

2.4. Timely Submission of Invoices. Vendor shall submit invoices, including expense reimbursement information, in a timely manner and in accordance with Pantheon's invoicing submission requirements. In no event shall Pantheon be liable for any fees, costs, expenses or other charges that are not invoiced as required under this Work Order within ninety (90) days after the month in which the associated services were performed or in which such fees, costs, expenses or charges were incurred or should have been accrued. Within thirty (30) days after termination or expiration of this Work Order, Vendor shall submit to Pantheon a final itemized invoice for any fees, costs, expenses or other payments theretofore arising out of or in connection with the Work Order. Upon payment of such amounts so invoiced, Pantheon shall have no further liability or obligation to Vendor whatsoever for any further fees, costs, expenses, or other payment arising out of or in connection with any such Work Order. Submission timing and invoicing requirements are subject to change by Pantheon with reasonable notice to Vendor.

2.5 Pantheon Invoice. Vendor shall email invoice to payables.pantheon@bill.com and all AP correspondence to payables@pantheon.io.

3. Term

This Work Order is effective on ("Effective Date") and terminate on ("End Date").

4. Indemnification and Liability.

4.1 Indemnification. Vendor will indemnify and hold harmless Pantheon, its officers, directors, employees, sub-licenses, customers and agents (collectively, "Pantheon Parties") from any and all claims, losses, liabilities, damages, penalties, fines, expenses and costs (including attorneys' fees and court costs) (collectively, "Claims") arising out of or in connection with: (a) the Vendor's breach of this Agreement; (b) any negligence or willful misconduct of the Vendor, its employees, subcontractors or agents; (c) any person, firm, or corporation that may be injured or damaged due to any negligence or willful misconduct of Vendor, its employees, subcontractors, and agents. The foregoing indemnification obligations are conditioned on Pantheon giving Vendor written notice of any such Claim and allowing Vendor to participate in the defense thereof at its expense. From the date of written notice from Pantheon to Vendor of any such Claim, Pantheon shall have the right to withhold from any payments due to Vendor under this Agreement the amount of any defense costs, plus additional reasonable amounts as security for Vendor's obligations under this Work Order.

4.2 Liability. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY

APPLICABLE LAW, IN NO EVENT WILL PANTHEON, ITS AFFILIATES, OR ANY PANTHEON PARTY, BE LIABLE TO THE VENDOR 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, 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 PURSUANT TO THIS AGREEMENT AND THE MAXIMUM AGGREGATE AMOUNT WHICH MAY BE AWARDED TO AND COLLECTED BY VENDOR WITH RESPECT TO CLAIMS UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY PANTHEON UNDER THIS AGREEMENT.

5. Vendor Code of Conduct. The Vendor shall comply with the Supplier Code of Conduct.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS WORK ORDER AS OF THE EFFECTIVE DATE.

Signature of Vendor:

Signatory's Name:

Title:

Date of Signature: