

# Global Services Agreement

This **Services Agreement** (the "**Agreement**") is entered into as of the effective date as specified in a SOW entered hereunder by and between Pantheon Systems, Inc. with a business address at 717 California Street, Second Floor, San Francisco, CA 94108, ("**Pantheon**") and a vendor entity as defined in such SOW entered hereunder ("Vendor").

1. **Engagement of Services.** Pantheon may from time to time issue project(s) through the issuance of a Statement of Work ("**SOW**") substantially in the form attached as **Exhibit A**. Vendor will use its best efforts to render the services and products set forth in the SOW (collectively, the "**Services**"). In performing the Services, Vendor agrees to: (a) perform the Services in a good and workmanlike manner consistent with industry standards reasonably applicable to the performance thereof, using personnel with the requisite levels of education, skill and experience to perform the Services; (b) provide its own equipment, tools and other materials at its own expense; (c) perform the Services in a timely and professional manner consistent with good industry standards; and (d) perform the Services at a location, place and time which Pantheon deems appropriate, which may include working on Pantheon premises from time to time.
  - a. **Subcontract.** This Agreement is personal to Vendor, and Vendor may not subcontract or otherwise delegate its obligations under this Agreement without Pantheon's prior written consent. Before any Vendor subcontractor performs Services in connection with this Agreement, the subcontractor and Vendor must have entered into a written agreement expressly for the benefit of Pantheon containing clauses substantially equivalent to this Section 1, Section 5 (Confidentiality Obligation), and all indemnity, liability, and assignment of rights provisions.
  - b. **Retained Based on SOW.** Pantheon has retained Vendor to assist Pantheon in connection with and under the direction and supervision of Pantheon, to develop, advise, perform and at times correspond with Pantheon and its affiliates and business partners, regarding organizational strategies and/or operations, and to provide various professional services in connection with Pantheon's business as assigned and/or requested by Pantheon.
  - c. **Manner of Services.** The Parties hereby acknowledge and confirm that all of Vendor's Services to Pantheon will continue to be at the prompting and under the overall direction and supervision of Pantheon; and that Pantheon is responsible for the creative ideas used to create any works, products, or recommendations resulting from the performance of this Agreement.

2. **Fees and Expenses.** Pantheon will pay Vendor in accordance to Section 2 of this Agreement. For any other expenses, Vendor must obtain Pantheon's written approval prior to incurring such expenses, unless otherwise specified in any SOW in connection with this Agreement. Upon termination of this Agreement for any reason, Pantheon will pay Vendor for all Services specified in a SOW 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.
- a. **Payment and Invoice.** Pantheon will pay the undisputed invoices and pre-approved expenses within thirty (30) days of Pantheon's receipt of Vendor's itemized invoice. Vendor shall submit invoices to Pantheon on the last day of each month, unless otherwise specified in the SOW in connection to this Agreement.
  - b. **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.
  - c. **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.
  - d. **Timely Submittal 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 Agreement 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 Agreement or any SOW, 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 this Agreement or such SOW, as applicable. 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 SOW or this Agreement. Submission timing and invoicing requirements are subject to change by Pantheon with reasonable notice to Vendor.

- e. **Benchmarks.** Pantheon shall have the right during the term of this Agreement and/or any SOW to benchmark the fees and quality for the products/services being rendered by the Vendor to Pantheon. Pantheon will conduct benchmarking exercises not more frequently than every six (6) months during the term. Benchmarking aims to verify that Pantheon is receiving competitive market pricing and service level quality with respect to the management, delivery, and receipt of the products/services. Should the result of the benchmarking exercise show substantially lower costs/price than the current cost/price provided by the Vendor, Vendor shall endeavor to provide better costs/price to Pantheon, that are aligned to the benchmarking exercise.
3. **Independent Contractor Relationship.** Vendor's relationship with Pantheon will be that of an independent contractor, and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. Vendor is not the agent of Pantheon and is not authorized to make any representation, contract, or commitment on behalf of Pantheon. The manner and means by which Vendor chooses to complete the Services are in Vendor's sole discretion and control. Vendor will not be entitled to any of the benefits which Pantheon may make available to its employees, such as group insurance, profit-sharing or retirement benefits. Vendor will be solely responsible for all tax returns and payments required to be filed with or made to any local and/or national agency, VAT, or other tax authority with respect to Vendor's performance of Services and receipt of fees under this Agreement. Pantheon will regularly report amounts paid to Vendor as required by laws and regulations. Because Vendor is an independent contractor, Pantheon will not withhold or make payments for social security, make unemployment insurance or disability insurance contributions, obtain worker's compensation insurance or perform similar duties reserved for employers on Vendor's behalf. Vendor agrees to accept exclusive liability for complying with all applicable local and/or national laws and/or regulations governing independent contractors, including obligations such as payment of taxes, social security, disability and other contributions based on fees paid to Vendor, its agents or employees under this Agreement.
4. **TAXES.** Vendor agrees it shall be responsible for any and all federal, state and/or local taxes payable by Vendor, and will timely file tax returns and pay taxes thereon at the time and in the amount required by law. In addition, Vendor agrees it shall fully defend, indemnify and hold harmless Pantheon from the payment of any monies, taxes, interest and/or penalties that are required by any government agency at any time as the result of the payment of any compensation pursuant to the terms of this Agreement. Vendor has not relied on any advice from Pantheon as to the necessity for withholding or taxability of the payment(s) under this Agreement, whether pursuant to federal, state or local tax statutes or otherwise. Vendor acknowledges that Pantheon has not made any representations regarding the taxability of any compensation received under this Agreement.
5. **CONFIDENTIALITY OBLIGATIONS.**

- a. **Confidential Information.** Each party ("**Receiving Party**") will treat as confidential and properly safeguard any and all information, documents, papers, programs and ideas relating to the other party ("**Disclosing Party**"), its proprietary information, financial information, employee data, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, customers, customer lists, prospect lists, suppliers, vendors, partners, reports, software (source code and object code), developments, inventions, processes, formulas, pricing models, methods, technology, designs, drawings, and other business information, disclosed to the Receiving Party and designated by the Disclosing Party as confidential or which should be reasonably understood to be confidential ("**Confidential Information**"). Confidential Information does not include information which is known to either party at the time of disclosure as evidenced by written records, has become publicly known and made generally available through no wrongful act of the other party, or has been rightfully received from a third party who is authorized to make such disclosure. The Receiving Party shall inform the Disclosing Party of all requests for or inquiries into the Disclosing Party's Confidential Information by third parties and shall only provide same when legally compelled to do so after notice to the Disclosing Party and providing the Disclosing Party with sufficient time to permit the Disclosing Party to seek a protective order, and such disclosure shall not be deemed a breach of this Section 5. This provision shall survive the termination of this Agreement.
- b. **Use of Confidential Information.** Vendor will not, during or subsequent to the term of this Agreement, use Pantheon's Confidential Information for any purpose whatsoever other than the performance of the Services or disclose Pantheon's Confidential Information to any unauthorized third party. Confidential Information shall remain the sole property of the Disclosing Party. Each party shall take all reasonable precautions to prevent any unauthorized disclosure of such Confidential Information.
- c. **Restrictions on Use.** Vendor agrees that Vendor will not, during the term of this Agreement, improperly use or disclose any proprietary information or trade secrets of any former or current employer or other person or entity with which Vendor has an agreement or duty to keep in confidence information acquired by Vendor in confidence, if any, and that Vendor will not bring onto the premises of Pantheon or the premises where the Vendor performs the Services, any unpublished document or proprietary information belonging to such employer, person or entity unless consented to in writing by such employer, person or entity.
- d. **Third Party Information.** Vendor recognizes that Pantheon has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on Pantheon's part to maintain the confidentiality of such information and to use it

only for certain limited purposes (“**Third Party Information**”). Vendor agrees that Vendor owes Pantheon and such third parties, during the term of this Agreement and thereafter, a duty to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out the Services for Pantheon consistent with Pantheon’s agreement with such third party.

- e. **Pantheon PI.** “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.
- f. **Return of Information.** Upon the termination of this Agreement, or upon Pantheon’s earlier request, Vendor will deliver to Pantheon all of Pantheon’s property and all copies of Confidential Information in tangible or intangible form that Vendor may have in Vendor’s possession or control.

6. **DATA PRIVACY AND SECURITY.**

- a. **Data Privacy.** In the event that sharing of any PI is necessary, Parties agree that each Party will 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”) and that each Party will comply with their respective obligations thereunder to maintain the confidentiality of any PI in accordance with applicable law. Both Parties shall ensure that they each have in place appropriate technical and organizational security measures to protect the personal data disclosed as required by the nature of the Services governed by this Agreement.
- b. **Transfers of Personal Data.** Vendor shall not transfer Pantheon PI across any country border unless it is (a) strictly unavoidable for the proper performance of the Services, and (b) notified to Pantheon in writing prior to any such transfer (unless expressly specified in the relevant Statement of Work). Where the Services involve the transfer of PI from any European Economic Area (EEA) Member State, the United Kingdom or Switzerland to any country or recipient (other than a subprocessor) not recognized by the European Commission as providing an adequate level of protection for PI, 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) Pantheon will act as the data exporter and Vendor will act as the data importer and “service provider” as set out in the

California Consumer Privacy Act (1798.100); (b) any subprocessors (as defined under GDPR) will be subject to Clause 11 (Sub-processing) of the Standard Clauses; (c) Appendix 1 of the Standard Clauses will be populated with the information set forth in the relevant Service Agreement or Catalogue; and (d) Appendix 2 of the Standard Clauses will be populated with Annex 2 (Security Requirements). 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.

- c. **Data Breach.** If Vendor has collected or used PI, Vendor shall immediately notify Pantheon within twenty four (24) hours in the event of a known or suspected breach of security of a Vendor system or database that contains PI or any other Confidential Information, or the detection of suspicious activity, or suspected or actual loss or theft of any such data, or access by any unauthorized third party to such data, and will furnish all available information and assistance to Pantheon regarding such breach sufficient for Pantheon to evaluate the likely consequences and any legal or regulatory requirements arising out of the event. Notification must include full details of any security incident or breach relevant to Pantheon data processing, and Vendor shall use its best efforts to immediately terminate any security breaches or suspicious activity, and must do all such acts and things reasonably necessary to remedy or mitigate the effects of the security incident or data breach, and will continuously update Pantheon on developments relating to such security incidents or data breaches. Vendor shall not allow any security breach or suspicious activity to persist for any amount of time or for any reason except as required by law, or as deemed reasonably necessary by Vendor to determine the identity of the perpetrator and to stop such breach or suspicious activity from continuing.
  - d. **Notice.** Vendor shall promptly notify Pantheon regarding (a) any legally binding request for disclosure of the Pantheon PI by a law enforcement authority unless otherwise prohibited to do so; and (b) any request received directly from the data subjects and will not respond to such requests until authorized or requested by Pantheon to do so.
7. **Intellectual Property Rights.** Nothing in this Agreement will function to transfer any of Pantheon's intellectual property rights to the Vendor, subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. Vendor agrees not to engage in the use, copying, or distribution of Pantheon owned Intellectual Property. Any Intellectual Property rights and/or product created by virtue of this Agreement shall be fully and solely owned by Pantheon. All work product of every kind performed by any Vendor personnel on behalf of Pantheon

shall be the sole and exclusive property of Pantheon (“Pantheon Work Product”).

8. **Vendor Representations and Warranties.** Vendor hereby represents and warrants that:
  - (a) it has complied with all the requirements of the law/ordinances and pertinent rules and regulations governing its business operations, Services, and Products; (b) it understands and shall comply with (1) the rules, restrictions, requirements and definitions of applicable Data Protection Laws, including without limitation the GDPR and CCPA and (2) it agrees to refrain from taking any action that would cause any transfers of PI to or from Pantheon to qualify as a sale of personal information under applicable Data Protection Laws all applicable laws, regulations, regulatory requirements, and codes of practice in connection with its data processing obligations under this Agreement and shall not do, cause or permit to be done, anything which may cause or otherwise result in a breach by Pantheon of the same; (c) it has read Pantheon’s Privacy Policy statement (<https://pantheon.io/privacy>) and shall treat all personal data in a manner consistent with such policy; (d) it pays the wages or salaries of its personnel/workers as well as benefits, premiums and protection in accordance with the provisions of applicable laws, decrees, rules and regulations promulgated by competent authority; (e) it will take all necessary precautions to prevent injury to any persons (including employees and contractors of Pantheon) or damage to property (including Pantheon property) during the term of this Agreement; (f) should Pantheon permit Vendor to use any Pantheon equipment, tools, or facilities during the term of this Agreement, Vendor shall be responsible for any injury to any person (including death) or damage to property (including Pantheon property) arising out of such use; (g) it has full right and power to enter into and perform this Agreement and to grant the licenses as described herein; (h) Vendor does not and will not employ personnel, and/or deploy resources who are listed in the denied or restricted parties/persons list created and compiled by respective government authorities/agencies and/or organizations; (j) Vendor is not based nor conducting operations in any location that is specified in the list of sanctioned countries created and compiled by the government of the United States of America; and (k) Vendor has no outstanding agreement or obligation that is in conflict with this Agreement or that would preclude Vendor from complying with the provisions set forth herein, nor will Vendor enter into any such conflicting agreement during the term of this Agreement and; (l) it has read, understood and accept Pantheon's Supplier Code of Conduct ( <https://pantheon.pactsafe.io/VendorAgreements.html#contract-bkdnxa-d> ).
9. **SETTLEMENT OF DISPUTES.** Any dispute arising between the Parties hereto in respect of the interpretation of this Agreement and the performance of obligations hereunder shall be settled amicably by mutual consultations as far as practicable. In the event a claim, controversy or dispute between the Parties arises out of or in connection with this Agreement or the transactions and business contemplated hereby, including the validity, construction or enforcement thereof, whether by way of contractual breach, tort or quasi-delict, the Parties agree that the matter will be referred to an independent mediator agreed upon by the Parties. Where the Parties cannot agree on a mediator, the Parties agree to submit the dispute to either ad hoc or institutional arbitration, the

choice of venue, law and rules of procedure of which shall be mutually agreed upon. All dispute resolution proceedings and records shall be in English. Issuance of an arbitration demand shall suspend the effect of any default entailed by such claim, controversy or dispute and any judicial or administrative proceedings instituted in connection therewith, for the duration of the arbitration proceedings. 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 non-appealable except on grounds provided under the applicable Alternative Dispute Resolution and Arbitration Laws, Rules and Procedures. It is understood that where the Parties have mutually agreed upon a mode of dispute resolution, the same shall be the exclusive remedy, except that Parties shall be entitled to obtain equitable relief, such as injunctive relief, from any court of competent jurisdiction based on the provisions stated in Section 16.2 (Governing Law) in order to protect its rights while such proceeding is pending or in support of any award made pursuant to such arbitration.

10. **Indemnification and Liability.**

- a. **Indemnification.** Vendor will indemnify and hold harmless Pantheon, its officers, directors, employees, sublicensees, 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 breach of Vendor's systems or networks, including but not limited to unauthorized access, physical theft, malware, denial of service attack or other forms of data security incidents; (c) any negligence or willful misconduct of the Vendor, its employees, subcontractors or agents; (d) Vendor's data processing activities under this Agreement including without limitation those arising out of any third party demand, claim or action, or any breach of contract, negligence, fraud, willful misconduct, breach of statutory duty or non-compliance with any part of the Data Protection Laws by Vendor or its employees, agents or contractors; (e) 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; and (f) any claim of infringement of the Deliverables or Services on the intellectual property rights of any third party. The Vendor shall, to the maximum extent permitted by applicable law, defend, indemnify and hold harmless Pantheon against any and all claims or damages including reasonable attorneys' fees and costs of court-approved settlements actually and necessarily incurred by Pantheon in connection with the defense of any action, suit or proceeding and in connection with any appeal, which has been brought against Pantheon by an employee, or agent of the Vendor. 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 Section 10.

b. **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.

11. **INSURANCE.** Prior to commencing any Services, Vendor shall procure and maintain all types of limits of insurance required by applicable law and, further, adequate insurance commensurate with the risks presented by the performance of Vendor's obligations under this Agreement, and which shall cover damages resulting from Vendor's violation of its obligations, negligence and willful misconduct in performance of Service, including, without limitation, claims for bodily injury, death or property damage caused to any person or persons. If Vendor is providing professional services, Vendor shall also maintain appropriate types and amounts of professional liability or errors and omissions coverage given the Services to be performed.

12. **Term; Termination.**

a. **Term of the Agreement.** This Agreement will remain in effect for one year from effective date and automatically renewed on a monthly basis unless terminated by either party according to this Section 12 of this Agreement. For avoidance of doubt, Vendor's fees and expenses shall be governed by SOWs and PO's executed during the Term.

b. **Termination by Pantheon.** Pantheon may terminate this Agreement: (a) at its convenience upon thirty (30) days prior written notice to Vendor; (b) upon fifteen (15) days prior written notice if Vendor materially breaches this Agreement and does not cure such breach within thirty (30) days after receiving written notice of such breach; or (c) immediately upon Vendor's breach of Sections 5 (Confidentiality Obligations), 7 (Intellectual Property Rights), or 12.5 (Non-Interference with Business).

c. **Termination by Vendor.** Vendor may terminate this Agreement (a) upon thirty (30) days

prior written notice to Pantheon if there is no uncompleted SOW in effect; or (b) upon fifteen (15) days prior written notice if Pantheon materially breaches this Agreement and does not cure such breach within thirty (30) days after receiving written notice.

- d. **Payment upon Termination.** Payment for any Services rendered shall be in accordance with Section 2 (Fees and Payment).
  - e. **Non-Interference with Business.** During the term of this Agreement and for a period of one (1) year following termination of this Agreement, Vendor agrees not to solicit or induce any Pantheon employee or contractor to terminate or breach any employment, contractual or other relationship with Pantheon.
  - f. **Return of Pantheon Property.** Upon termination of the Agreement, Vendor shall cease providing all Services, and within one (1) business day, or earlier as requested by Pantheon, Vendor will deliver to Pantheon any and all equipment, drawings, notes, memoranda, specifications, devices, formulas, and documents, together with all copies thereof, and any other materials that contain, disclose or comprise the Pantheon Work Product, Confidential Information or Third Party Information. Vendor shall further refund any prepaid fees provided to Vendor under this Agreement or any applicable SOW hereto that is subject to such termination.
13. **Service Level Agreements.** In case the Vendor fails to deliver, or complete the whole or part of the Services within the agreed upon date of completion, service level or delivery date (as applicable) expressly as stated in the SOW, the Vendor shall be liable for liquidated damages and shall pay 1/10th of 1% of the total fees as indicated in the SOW and/or PO for each day of delay, determined after the issuance of the service acceptance or acceptance of delivery by Pantheon unless otherwise stated in the SOW in connection with this Agreement. Pantheon shall be entitled to deduct the corresponding amount of liquidated damages provided herein from any amount due to the Vendor, and the Vendor hereby expressly authorizes Pantheon to deduct any such amount when proper. This shall be without prejudice to the right of the Pantheon to resort to any other remedy which it may be entitled to. The SLA does not apply in the event that failure to deliver, or complete the whole or part of the Services is (a) caused by factors beyond the reasonable control and not involving any fraud, fault or negligence on the part of the Vendor; or (b) that resulted from Pantheon's equipment or third-party equipment, or both.
14. **CONFLICT OF INTEREST.** Vendor recognizes that it may, from time to time throughout the term of this Agreement, provide services to companies that are in competition with Pantheon. Vendor hereby agrees that this will not limit its ability to provide services in relation to this Agreement, or in any way interfere with its performance under this Agreement. Vendor will immediately notify Pantheon in writing of any such interference that may arise during the term of this Agreement as soon as it arises. Pantheon will have the right to terminate this Agreement without incurring any

liabilities, if Pantheon deems that any actual or potential engagement will interfere with the performance of this Agreement. Vendor agrees to indemnify and hold Pantheon and its affiliates harmless from loss or liability incurred to the extent directly arising from the material breach by Vendor of any agreement with any third party.

15. **INTENTIONALLY LEFT BLANK.**

16. **General Provisions.**

a. **Notice.** All notices, requests and other communications under this Agreement must be in writing, and must be mailed by registered or certified mail, postage prepaid and return receipt requested, or delivered by e-mail, fax or by hand to the party to whom such notice is required or permitted to be given. If mailed, any such notice will be considered to have been given five (5) business days after it was mailed, as evidenced by the postmark. If delivered by e-mail, fax or by hand, any such notice will be considered to have been given when received by the party to whom notice is given, as evidenced by written and dated documentation of the receiving party (such as an e-mail message or fax confirmation page). The mailing address for notice to either party will be the address on the first page of this Agreement. Either party may change its mailing address by notice as provided by this section.

b. **Governing Law.** This Agreement will be governed and interpreted in accordance with applicable laws of the following territories, excluding any applicable conflict of law provisions:

- If Vendor is working on-site in Pantheon's San Francisco office, in the State of California, or if no other choice of law condition is met: Laws of the State of California;
- If Vendor is working in Europe: Laws of England and Wales;
- If Vendor is working in Philippines: Laws of the Republic of the Philippines; and If Vendor is working in other Asian Countries: Laws of the Republic of Singapore.
- However, a party shall have the right to apply for injunctive relief before a court of competent jurisdiction to enforce rights in its intellectual property rights and confidential information. The parties agree that the U.N. Convention for the International Sale of Goods will have no force or effect on this Agreement.

**c. Assignment.** Vendor may assign this Agreement or any rights or obligations hereunder with the prior written consent of Pantheon, which consent shall not

be unreasonably withheld or delayed. Notwithstanding the foregoing, Pantheon may assign its rights and obligations under this Agreement to a parent, affiliate, or subsidiary or to a successor, whether by way of merger, sale of all or substantially all of its assets or business or otherwise. Any attempted assignment of this Agreement not in accordance with this subsection shall be null and void. All of the terms and provisions of this Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors and permitted assigns.

- **d. No Third-Party Beneficiaries.** Except as stated in this Agreement, this Agreement will not benefit or create any right or cause of action in or on behalf of any person or entity other than the parties.

17. **Modification and Waiver.** No modification of this Agreement is effective unless signed by the parties. No waiver by Pantheon of any breach of this Agreement shall be a waiver of any preceding or succeeding breach; no waiver by Pantheon of any right under this Agreement shall be construed as a waiver of any other right.
18. **Severability.** The provisions of this Agreement are severable. If any provision of this Agreement is adjudicated to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and any such provision shall be deemed changed and interpreted to accomplish the intent of the original provision.
19. **Injunctive Relief.** Each party acknowledges it would be difficult to fully compensate for damages that may result from the breach or threatened breach of the provisions of Sections on Confidentiality Obligations and Intellectual Property Rights. Thus, the non-breaching party will be entitled to seek injunctive relief, including temporary restraining orders, preliminary injunctions and permanent injunctions to enforce such provisions. Seeking injunctive relief will not, however, diminish the non-breaching party's right to seek other legal, contractual or equitable remedies, or to claim and recover damages.
20. **Anti-Corruption and Bribery.** 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. Vendor undertakes and warrants to Pantheon that it, shall not, directly or through third parties, give, promise or attempt to give, or approve or authorize the giving of, anything of value to any person or any entity for the purpose of:
  - a. securing any improper advantage for Pantheon;
  - b. inducing or influencing a public official improperly to take action or refrain from taking action in order for any party hereunder to obtain or retain business, or to secure the direction of business to either party; or

- c. inducing or influencing a public official to use his/her influence with any government or public international organization for such purpose.
21. **Publicity.** Vendor will not disclose the existence or terms of this Agreement or the business relationship between Pantheon and Vendor to any third party without prior written approval of Pantheon. This restriction includes use of Pantheon's name, likeness or logo.
22. **Reports.** Vendor agrees that during the term of this Agreement it will keep Pantheon advised as to Vendor's progress in performing the Services hereunder and that Vendor will, as reasonably requested by Pantheon, prepare written reports and participate in status calls regarding the Services.
23. **Audit.** Vendor agrees that Pantheon shall have the right, from time to time, upon written notice to Vendor, to conduct an investigation, and audit of Vendor's policies, books, records and accounts as they pertain to Vendor's performance and compliance herein. Vendor agrees to cooperate fully with such investigation, the method of which shall be at the sole discretion of Pantheon.
24. **Entire Agreement.** This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof; it contains the entire understanding between the parties, and supersedes and merges all prior discussions between the parties with respect to the subject matter. No prior agreement, negotiations, brochures, arrangements, or understanding pertaining to any such matter shall be effective for any purpose unless expressed herein. The terms of this Agreement will govern all SOWs and Services undertaken by Vendor for Pantheon. In the event of any conflict between this Agreement and any SOW, the SOW shall control, but only with respect to the Services therein.
25. **Negotiated Agreement.** The parties hereby acknowledge that the terms and language of this Agreement were the result of negotiations among the Parties. This Agreement shall not be construed against any party on the grounds that such party drafted this Agreement. Any controversy over construction of this Agreement shall be decided without regard to events of authorship or negotiation.
26. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same Agreement. All signed faxed or emailed copies of the Agreement shall be deemed as valid as originals.
27. **Change Order.** This Agreement, and the provisions and scope of the Services set forth in SOW shall not be changed in any material respect without a mutually agreed upon change order executed by an authorized representative of each party. Unless otherwise agreed to by the parties and set forth in **Exhibit B**, all additional services set forth in **Exhibit B** shall be billable as indicated in the change order.
28. **Survival.** Sections 3 through 16 shall survive upon termination of this Agreement.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE EFFECTIVE DATE OF THE APPLICABLE STATEMENT OF WORK ENTERED HEREUNDER. THIS AGREEMENT IS INCORPORATED INTO SUCH SOW BY REFERENCE.