

## Pantheon Technology Partner Agreement

This Pantheon Technology Partner Agreement (“Agreement”) is entered into between Pantheon Systems, Inc. (“Pantheon”) with its principal place of business at 717 California Street, San Francisco, CA 94108 and **[Name of Technology Partner]** (“Technology Partner”) with its principal place of business at **[Address of Technology Partner]**.

Pantheon and Technology Partner may each be referred to as a “Party” and together as the “Parties.” This Agreement is effective on the date that the last Party signs. Any undefined capitalized terms will have the same meaning as set out in the Technology Partner Program Guide at **[insert applicable URL]** (“Program Guide”) or in the WebOps Services Agreement at <https://legal.pantheon.io/ClientAgreements.html#webopsmsa> (“WSA”).

Now, therefore, the Parties agree as follows:

**1. Technology Partner.** By entering into this Agreement, Technology Partner is hereby recognized as a Technology Partner of Pantheon. Partner shall comply with the obligations applicable to a “Technology Partner” specified in the Program Guide as updated from time to time by Pantheon. Technology Partner acknowledges and agrees that Pantheon may expand, change the scope or contents of, and/or delete, any terms or benefits offered under the Program Guide.

### **2. Benefits & Responsibilities.**

**(a) Additional UI Functionality.** Technology Partner is permitted to use the Additional UI Functionality during the term of this Agreement under the terms set forth in the WSA.

**(b) Listing in Technology Partner Directory.** Technology Partner’s name and logo will be listed in the Pantheon partner directory on the Pantheon website. Technology Partner hereby grants to Pantheon a limited, non-transferable, royalty-free license to use its trademarks, service marks, trade names, and logos (“Technology Partner Marks”) solely in connection with the promotion, advertisement, distribution and sale of the Parties’ service offerings during the term of this Agreement and, at all times, subject to Technology Partner’s reasonable specifications as provided to Pantheon and the terms and conditions of this Agreement. Pantheon shall have no rights to use the Technology Partner Marks other than for purposes set forth above and acknowledges and agrees that Technology Partner holds all right, title and interest in and to the Technology Partner Marks and the goodwill appurtenant thereto.

**(c) Marketing Materials.** Pantheon hereby grants Technology Partner a non-exclusive, non-transferable license to use, copy and supply the marketing materials provided by Pantheon to Technology Partner (“Marketing Materials”) to potential and existing clients and end users. If Technology Partner performs any localization of Marketing Materials, Technology Partner will ensure that the original meaning, quality and intent are preserved in the translation, and Technology Partner shall own all intellectual property rights to such localized Marketing Materials. Technology Partner will provide copies of all localized versions of the Marketing Materials to Pantheon prior to distribution. Except for the foregoing limited license, Pantheon shall retain all right, title and interest in and to the Marketing Materials. Upon termination of this Agreement, Technology Partner shall cease all use of the Marketing Materials.

**(d) Promotional Activities.** Technology Partner and Pantheon shall cooperate during the term of the Agreement to carry out collaborative promotional activities which shall include the following:

(i) within thirty (30) days of the Effective Date, issuing a joint press release announcing Technology Partner’s status as a partner of Pantheon;

(ii) listing of Pantheon as a technology partner on Technology Partner’s website (use of Pantheon’s trademark shall be in accordance with Pantheon’s trademark guidelines as set out at <https://pantheon.io/pantheon-trademark-standards-use>);

(iii) within thirty (30) days of the Effective Date or such longer period as mutually agreed by the Parties, updating of Technology Partner’s website with information regarding Pantheon’s Technology Partner program;

(iv) promoting Technology Partner’s participation in the Technology Partner program in Pantheon’s partner newsletter;

(v) co-development and publishing on the Parties' respective websites of client success stories regarding the use of the Parties' service offerings; and

(vi) support of any additional forms of publicity or marketing efforts as agreed upon by the Parties.

**(e) Go-To-Market (GTM) Activities.** Technology Partner shall refer potential clients to Pantheon and introduce Pantheon to Technology Partner's installed client base and prospects. Technology Partner shall perform the following GTM activities:

(i) engage in marketing and sales efforts to generate leads for Pantheon's service offerings;

(ii) in collaboration with Pantheon, develop goals for marketing pipeline, sales enablement and sales pipeline/revenue;

(iii) engage in good faith efforts to achieve agreed goals for marketing pipeline, sales enablement and sales pipeline/revenue; and

(iv) meet regularly with Pantheon (monthly at a minimum) to review progress towards goals.

**(f) Technology Cooperation.** Technology Partner and Pantheon agree to cooperate during the term of the Agreement to carry out collaborative technical development and integration activities which shall include the following:

(i) access for Technology Partner to Pantheon's products and services for demos and proofs of concept;

(ii) if mutually agreed, technical support collaboration; and

(iii) development and maintenance of integrations between Technology Partner's products and services and Pantheon-supported content management systems.

**(g) Designated Point of Contact.** Within thirty (30) days of the Effective Date, each Party will designate an individual to act as a point of contact for the other Party and to manage each Party's responsibilities under this Agreement.

**3. Term and Termination.** This Agreement commences on the Effective Date and will remain in full force and effect until one Party gives the other thirty (30) days' prior written notice of termination. Upon the termination of this Agreement, Technology Partner shall cease all use of the Additional UI Functionality and Marketing Materials, and Technology Partner shall certify to Pantheon in writing compliance with this requirement within ten (10) days of termination of this Agreement. Upon termination of this Agreement, each Party shall cease acting in a manner that would suggest any continuing relationship between the Parties regarding this Agreement and shall cease all display and advertising contemplated under this Agreement.

**4. Confidential Information.** "Confidential Information" means all non-public or other information disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party") that, given the nature of the information or circumstances of its disclosure, reasonably should be understood by the Receiving Party to be confidential. To be Confidential Information, information need not be marked as such at the time of disclosure. Confidential Information includes, but is not limited to, patent and patent applications, trade secrets, 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, information concerning research, development, design details and specifications, engineering, financial information including price lists, rate cards, discounts and margins, customer lists, investors, employees, business and contractual relationships, proposals, business forecasts, sales collateral, playbooks and guides, merchandising and marketing plans.

Confidential Information does not include any information that becomes publicly available without a violation of this Agreement, can be shown by documentation to have been lawfully known by the Receiving Party when provided by the Disclosing Party, is lawfully received from a third party without obligations of confidentiality, or can be shown by documentation to have been independently developed by the Receiving Party without reference to Confidential Information.

For purposes of any Confidential Information shared by the Disclosing Party, Receiving Party will not disclose the Confidential Information to any third party, except for its own employees, contractors, advisors and agents who have a need to know the Confidential Information and who have agreed to confidentiality terms at least as restrictive as these. Receiving Party will use Confidential Information solely in connection with the exercise of its rights and obligations under this Agreement. Once this Agreement

has been terminated, Receiving Party will return or destroy all Confidential Information of the Disclosing Party in its possession or control. If the Receiving Party is required to disclose the Disclosing Party's Confidential Information pursuant to law or court order, Receiving Party will reasonably notify Disclosing Party.

Each Party will maintain physical, technical and organizational safeguards designed to protect confidentiality and to prevent unauthorized access or use of Confidential Information of the other Party.

**5. Warranties.** Each Party represents and warrants that it has full power to enter into and perform the obligations under this Agreement.

THE INFORMATION, CONTENT AND MATERIALS PROVIDED BY EACH PARTY UNDER THIS AGREEMENT ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY ARISING FROM COURSE OF DEALING OR PERFORMANCE.

**6. Liability.** Each Party represents and warrants that it has full power to enter into and perform the obligations under this Agreement.

EXCEPT WITH RESPECT TO BREACHES OF CONFIDENTIALITY, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOSS OF USE, REVENUE OR PROFIT OR ANY DIRECT, CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES UNDER THIS AGREEMENT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**7. Independent Contractors and Relationships of Third Parties.** Technology Partner's relationship to Pantheon is that of an independent contractor, and neither Party is an agent or partner of the other. Technology Partner will not have, and will not represent to any third party that it has, any authority to act on behalf of Pantheon and further indemnifies and holds Pantheon harmless for any claims or lawsuits resulting from such action.

**8. Notices.** Each Party will deliver any notices, requests, consents, claims, waivers and other communications under this Agreement (each, a "Notice") in writing and addressed to the other Party at the address on page 1 of this Agreement. All Notices must be delivered by personal delivery, overnight express courier, or email (with confirmation of receipt). A notice is effective only upon receipt by the receiving Party.

**9. Assignment.** Neither Party may assign, transfer or delegate its rights and responsibilities under this Agreement without the prior written consent of the other Party, except that, upon written notice to Technology Partner, Pantheon may assign this Agreement, in whole or in part, to a parent, affiliate or subsidiary of Pantheon or to a successor as a result of a merger, reorganization, consolidation, acquisition or sale of all or part of Pantheon's assets.

**10. Modification.** This Agreement can be modified or amended by an agreement in writing signed by each Party. Any waiver of a term or condition in this Agreement must be in writing and signed by the Party providing the waiver.

**11. Validity of Terms.** If any term of this Agreement is invalid, illegal or unenforceable in any jurisdiction, the invalid, illegal or unenforceable provision will not affect any other term or invalidate or render unenforceable the term in any other jurisdiction. If a term is found invalid, illegal or unenforceable, the Parties will negotiate in good faith to modify the Agreement to give effect to the original intent of the Parties as closely as possible in order for the obligations contemplated in this Agreement may be performed, to the greatest extent possible, as originally contemplated.

**12. Compliance with Laws.** Technology Partner shall participate in Pantheon's partner compliance training programs if and when available. In addition, Technology Partner shall comply with all applicable laws, rules and regulations relating to its performance under this Agreement, including, without limitation, the Foreign Corrupt Practices Act and any similar anti-corruption laws applicable to it.

**13. Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of California without giving effect to any choice of law provision or rule that would cause the application of the laws of any other jurisdiction. Any legal action or proceeding arising out of this Agreement must be instituted in the state or federal courts sitting in the city and county of San Francisco. Each Party submits to the exclusive jurisdiction of such courts

**14. Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same document. A digitally signed copy of this Agreement delivered by electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy.

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Technology Partner Agreement as of the dates specified below and with effect from the date the last party signs ("Effective Date").

<b>[Name of Technology Partner]</b>	<b>Pantheon Systems, Inc.</b>
By:  Name: Title: Date:	By:  Name: Title: Date: