

Agency Partner Agreement

This Agency Partner Agreement (“Agreement”) is entered into between Pantheon Systems, Inc. (“Pantheon”), with its principal place of business at 717 California Street, 2nd Floor, San Francisco, CA 94108, and you the individual or entity (“Partner” or “You”). Pantheon and Partner may each be referred to as a “Party” and together as the “Parties.” This Agreement is effective as of the date you click an “Accept” button (the “Effective Date”) or by you accessing or using the Partner Portal which will constitute acceptance of these terms. Any undefined capitalized terms will have the same meaning as set out in the WebOps Services Agreement at <https://legal.pantheon.io> (“WSA”) or Partner Program Guide at <https://pantheon.io/resources/pantheon-partner-program-guide> (“Program Guide”).

This Agreement supersedes and replaces any prior agreements and understandings regarding the strategic partner program offered by Pantheon (“Program”).

Term

The Agreement commences on the Effective Date and remains in force until one Party gives thirty (30) days prior written notice to the other Party of termination.

Upon termination, Partner may qualify for a lower level partner program as described in the Program Guide. If so, you will be bound by the terms and requirements of that partner program level.

If the Parties discontinue their relationship completely, Partner will cease all display of Pantheon’s trademark or other proprietary property and any advertising contemplated by this Agreement.

Qualification

The Program is offered by Pantheon on an invitation basis. To qualify for consideration, the Partner must comply with the requirements set forth in the Program Guide. For the avoidance of doubt, Pantheon will decide in its sole discretion admission to the Program.

Partner Benefits

The benefits of the Program are listed in the Program Guide. The benefits may be updated from time to time. As long as this Agreement is in effect, Partner will automatically receive any updated or additional benefits as they are added to the Program.

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 its participation in the Program. Once Program participation has ended, 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.

Marketing

The Program requires that Partner engage in marketing activities that reference Pantheon's services. For purposes of that effort, Partner agrees that its respective marketing, sales and services activities in connection with this Agreement will adhere to good professional and industry standards, be consistent with Pantheon's marketing materials and guidelines, and not misrepresent Pantheon's products or services in any way. Partner will follow the requirements of Pantheon's standard trademark guidelines currently set out at <https://pantheon.io/pantheon-trademark-standards-use>.

Pantheon may issue a press release or other public statement, approved in advance by Partner, announcing Partner's enrollment in the Program.

Marketing Development Funds:

Marketing development funds (MDF) will be available for qualified Strategic Tier partners only, exclusively for the type of projects and the acceptance criteria as decided by Pantheon in its sole discretion.

In order to receive such MDF, Partner will submit a specific and measurable proposal to be reviewed by a committee (the "MDF Committee") to determine if the acceptance criteria have been met. Eligible partners will submit documented requests via Crossbeam, Pantheon's PRM software or otherwise, in the manner and through the channels specified by Pantheon. Partner acknowledges that MDF approval will require at a minimum a documented marketing plan aligned with Pantheon's objectives, expected metrics and Return on Investment ("ROI").

The granting and the amount of a MDF will be determined at the sole discretion of Pantheon, but in no case will it exceed:

- i) Thirty percent (30%) of the total cost of any proposed activity; and
- ii) seven per cent (7%) of the Annual Recurring Revenue in the twelve (12) month period immediately prior to the granting of such MDF.

If approved by the MDF Committee, Partner shall provide post-activity reports, which shall include at a minimum a report on leads, conversions, and ROI, as well as any other information required by Pantheon.

Any approved MDF, will automatically expire one (1) year from the day on which the MDF Committee approves Partner's proposal.

If Pantheon experiences recurring payment issues with customers referred by Partner, Pantheon may require Partner to return previously granted MDF amounts in whole or in part. Within thirty (30) days of Pantheon's written request, Partner will promptly return the requested MDF amount to Pantheon.

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.

Liability

EXCEPT WITH RESPECT TO BREACHES OF CONFIDENTIALITY BY YOU, 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.

Relationship

The Parties' relationship is that of independent contractors, and neither Party is an agent of the other. Partner will not represent to any third party that it has any authority to act on behalf of Pantheon and agrees to indemnify and hold Pantheon harmless for any claims resulting from such representation.

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.

Linked Sites

This Agreement, along with the documents contained in the linked websites, constitute the entire agreement between the Parties with respect to the Program. The order of precedence will be this Agreement and then the linked documents, as they may apply to the matter at hand.

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 Pantheon may assign this Agreement to a successor as a result of a merger, reorganization, consolidation or acquisition.

Modification

Pantheon may modify this Agreement with written notice to Partner at the e-mail address Partner maintains with Pantheon. Changes to this Agreement shall be effective immediately and any material changes shall be effective the earlier of thirty (30) days after such notice or the minimum notice period required under applicable law with respect to those material changes requiring additional notice. If Partner does not agree to any change(s) to this Agreement, Partner may not access or use the Partner Program and must contact Pantheon directly at legal@pantheon.io. Any waiver of a term or condition in this Agreement must be in writing and signed by Pantheon.

Termination by Pantheon

Pantheon may terminate this Agreement or your participation in the Partner Program at any time, with or without cause and with notice to You at the email address registered with Pantheon.

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.

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.