

Master Services Agreement

This Master Services Agreement (“**Agreement**”) governs access to or use of the Services between Pantheon Systems, Inc. (“**Pantheon**,” “**we**,” “**us**,” or “**our**”) and you, the individual or entity referenced in the applicable ordering document or page (“**Subscriber**” or “**you**”), each a “**Party**” and together the “**Parties**.” This Agreement takes effect on the earlier of (i) the last date a party signs this Agreement, (ii) when you click an “Accept” button to access the Services or (iii) by your use of any of the Services (the “**Effective Date**”). When used in this Agreement, the terms defined in Section 14 below and throughout the Agreement when initially capitalized shall have the meanings ascribed to them.

Subscriber hereby represents that it has read, understood, and agrees to be bound by this Agreement and to conduct electronic business transactions with digital acceptance processes and electronic signatures including acceptance of personal data processing terms via such processes.

Pantheon may modify this Agreement with written notice to Subscriber at the e-mail address Subscriber 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 you do not agree to any change(s) to this Agreement, you may not access or use the Services and must contact Pantheon directly at legal@pantheon.io.

1. USE OF SERVICES

1.1 Services. Pantheon will provide the services described in the applicable Order Form which may include, if purchased, website hosting and ancillary services, website operations services, content services and professional services. All Services are subject to the terms and conditions of this Agreement. Pantheon shall provide the Services you select in the Order Form, solely for your own use and the use of your affiliates (as may be specified in the Order Form) and not for the use or benefit of any third party except under Supplemental Terms (defined below) to this Agreement. Any authorized resale of the Services are subject to the Reseller Terms of Service set out at <https://legal.pantheon.io>.

1.2 Access to Services. Pantheon will exercise commercially reasonable efforts to make the Services available twenty-four hours a day, seven days a week (“Target Availability”). If the Target Availability for a Service falls below the applicable service level objective specified at <https://pantheon.io/plans/pricing>, the applicable service level agreement specified at <https://legal.pantheon.io> or the Target Availability if no service level objective or service level agreement applies, then Pantheon will exercise commercially reasonable efforts to improve service availability if a service level objective or the Target Availability is not met or will provide financial credits as stated in the service level agreement if the applicable service level is not met, provided Pantheon will not be responsible for any failure caused by (a) your systems, configurations, and third party products or services procured by you and any unauthorized access thereof,

(b) network, telecommunications or other service or equipment not supplied by Pantheon, (c) your gross negligence or willful misconduct or the gross negligence or willful misconduct of third parties engaged by you, (d) any force majeure event, and (e) reasonable measures necessary to maintain the security and/or stability of the Services or to provide updates or upgrades. If Pantheon interrupts Services to apply measures to maintain security and/or stability or to provide updates or upgrades, Pantheon will provide advance written notice through the UI if feasible and will minimize the interruption where it is within Pantheon's reasonable control. Updates to the Services will be described in the Documentation and corresponding release notes. Certain Pantheon features or Services may be deprecated or limited for access or use in subsequent releases. Pantheon retains the right to limit use and storage to those levels purchased by Subscriber at any time. Subscriber will develop, operate, configure and maintain their Subscriber Content and will ensure that any service calls are compatible with the then-current APIs for the applicable Services.

1.3 Subscribers Registration. Subscriber will maintain accurate, complete, and updated registration information with Pantheon, including Subscriber's email address as a material condition of this Agreement. Subscriber may not use the Services with a domain name that is subject to any Pantheon or third party right without appropriate authorization. Pantheon reserves the right to refuse registration of, or cancel, a domain name that does not comply with the AUP or the terms and conditions of this Agreement. Subscriber will maintain adequate controls to secure access credentials to the Services and will notify Pantheon immediately of any actual or suspected loss, theft, or unauthorized use of Subscriber's account or password.

1.4 Restrictions. Except as expressly authorized under this Agreement, neither you or any Authorized User may, or permit any other to: (a) sell, rent, lease, license, sublicense or assign the Services, or any part thereof to others without express permission under a separate signed written agreement; (b) access or use the Services in a manner intended to avoid incurring fees or exceeding usage limits or quotas; (c) transfer the Services or Documentation, in whole or in part, or any copy thereof to any third party; (d) reverse engineer, modify, decompile, disassemble, or otherwise access source code from the Software Tools or Services, or any part thereof; (e) copy, modify or prepare derivative works of the Services, or any part thereof; (f) violate any aspect of Pantheon's AUP; or (g) use the Services to process or store any Restricted Data.

1.5 Subscriber Content. Subscriber will be responsible for the accuracy, integrity, content, and compliance of all Subscriber Content, including but not limited to Subscriber's appropriate legal rights to use all Subscriber Content. Subscriber will configure the Services to meet Subscriber's requirements for archiving, storage, backup, and other configuration of such Subscriber Content used with the Services (including the UI). Pantheon will provide Subscriber with controls to schedule server backups, restore data and access log files and access to other application and server options available to Pantheon related to Subscriber's use of Services.

2. SUPPORT AND PROFESSIONAL SERVICES.

2.1 Support Services. Pantheon will provide support services to you as described in the Documentation for your purchased support level ("**Support**"). Pantheon will provide Support with guaranteed response times as specified at <https://docs.pantheon.io/guides/support/>. If the response time for Support is exceeded for 50% or more of Subscriber's tickets in a month and the failure occurs for two consecutive months, then Subscriber will receive a credit equal to 5% of the monthly value of its annual contract value for the applicable Order Form that will be applied against its next invoice. Subscriber must request the credit within fifteen (15) days of the end of the second consecutive month in which a failure occurs.

2.2 Professional Services. Pantheon will provide professional services as specified in the applicable Order Form and in accordance with the timeline, requirements (inclusive of any deliverables) and assumptions stated in the applicable statement of work ("**Professional Services**"). The Parties may change items set out in the Order Form or statement of work only as agreed upon in writing under a subsequent or amended Order Form or statement of work entered between the Parties. Subscriber will provide reasonable and timely assistance to Pantheon for Professional Services.

3. CONFIDENTIALITY.

3.1 Obligations of the Parties. For purposes of any Confidential Information shared by Disclosing Party, Receiving Party will use such Confidential Information solely for the purposes of this Agreement and will not disclose such Confidential Information to any third party provided it may disclose Confidential Information to its employees, contractors, advisors, and agents solely for purposes of performing its obligations under this Agreement under similar confidentiality terms. Each Party will maintain physical, technical, and organizational safeguards designed to protect the confidentiality and integrity of, and to prevent unauthorized access to or use of, Confidential Information provided by the other Party. Pantheon will not retain any Subscriber Confidential Information following the termination of Services except as may be required under applicable law or to comply with audit obligations.

3.2 Exclusions to Confidentiality. Confidential Information does not include any information that (i) was in the public domain at the time it was disclosed to the Receiving Party; (ii) entered the public domain subsequent to the time it was disclosed to the Receiving Party, through no fault of the Receiving Party; (iii) was in the Receiving Party's possession free of any obligation of confidence at the time it was disclosed to the Receiving Party; (iv) was rightfully communicated to the Receiving Party free of any obligation of confidence subsequent to the time it was disclosed to the Receiving Party; or (v) was developed by employees or agents of the Receiving Party independently of and without reference to any information communicated to the Receiving Party by the Disclosing Party. Confidential Information does not include PI, which requires unique protection and is specifically addressed in Section 4 below.

3.3 Compelled Disclosure. A Receiving Party may disclose the Confidential Information of the Disclosing Party if required by law or by a valid court order, provided that the Receiving Party provides the Disclosing Party with reasonable prior written notice of such compelled disclosure and makes a reasonable effort to

obtain, or to assist the Disclosing Party in obtaining, a protective order preventing or limiting the disclosure and/or requiring that the disclosed Confidential Information is used only for the purposes for which the law or court order requires.

4. SUBSCRIBER PERSONAL DATA.

4.1 Nature of Personal Data Processing Activity. Pantheon hosts Subscriber Content as part of the Services. If Subscriber Content includes any Subscriber Personal Data or Pantheon receives Subscriber Personal Data in connection with the Services, Pantheon will process such Personal Data in accordance with the Client Data Processing Addendum located at <https://legal.pantheon.io/>.

5. INTELLECTUAL PROPERTY RIGHTS.

5.1 Intellectual Property Rights Ownership. Pantheon retains ownership of and reserves all Proprietary Rights in and to the Services, Feedback, Documentation and all deliverables resulting from Professional Services. Subscriber retains ownership of and reserves all Proprietary Rights in and to Subscriber Content.

5.2 License. Subject to this Agreement, Pantheon grants to Subscriber and Authorized Users during the Term a limited, revocable, non-exclusive, non-sublicensable, non-transferable license, in object code form only, to access and use the Services and Documentation. Further, except as otherwise agreed in the applicable statement of work, Pantheon grants Subscriber a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license, to use, copy and distribute any deliverables resulting from Professional Services. The Services may provide access to open source software components which are licensed under the terms of the applicable open source software licenses and not this Agreement.

5.3 Retention of Rights in Downloaded Materials. Subject to this Agreement and any license restrictions included in such download, Subscriber may download or copy the UI, and other items designated for download, on the UI in connection with the Services and provided that Subscriber maintains all copyright and other notices contained in such UI. Such downloads and their use are provided solely in conjunction with your use of the Services and are licensed to you solely for your noncommercial use. No title to the Software Tools or the UI will be transferred to you.

5.4 Subscriber Content License; Use of AI Technologies. For purposes of Pantheon providing its Services, Subscriber grants Pantheon during the Term a non-exclusive, worldwide, fully paid, royalty-free, sublicensable, non-transferable right and license to use, copy, cache, publish, display, distribute, modify, create derivative works and store Subscriber Content solely to the extent necessary to provide the Services. Subscriber authorizes Pantheon to process Subscriber Content through large language models and other artificial intelligence technologies (collectively, "AI Technologies") to enable enhanced search capabilities, automated categorization and metadata tagging, content creation, modification and summarization as well as other capabilities related to the Services. Pantheon will not process, nor permit its subcontractors to

process, Subscriber Content through AI Technologies for the purposes of training or improving such technologies.

5.5 Aggregate Data. Pantheon may collect, process and use Aggregate Data to provide Subscriber with statistical analysis of its use of the Services, to offer recommendations based on such analysis and to improve the Services, including developing new capabilities and features.

6. WARRANTY AND DISCLAIMER.

6.1 Mutual Warranties. Each party represents and warrants to the other party that it: (a) has the legal power to enter into and perform under this Agreement; (b) applies targeted measures to protect against the Services and UI containing any disabling devices, viruses, trojan horses, trap doors, back doors, easter eggs, time bombs, cancelbots, or other computer programming routines that damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; and (c) its performance under this Agreement will not violate any applicable law.

6.2 Pantheon Warranties. Pantheon warrants any professional services or Support by Pantheon will be provided in a professional and timely manner. Pantheon further warrants the Services will operate in accordance with the Documentation, and any non-conforming Services, as Subscriber specifies in writing to Pantheon within thirty (30) days of the Effective Date, will be corrected by Pantheon at no cost to Subscriber to operate in accordance with the Documentation as Subscriber's sole and exclusive remedy for such non-conformity.

6.3 Disclaimer of Warranties. EXCEPT AS EXPRESSLY STATED IN THIS SECTION 6, THE SERVICES, AND ANY CONTENT CONTAINED IN OR ACCESSED THROUGH THE SERVICES ARE PROVIDED "AS IS." PANTHEON SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, PANTHEON MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND THAT THE SERVICES WILL MEET SUBSCRIBER'S, AUTHORIZED USERS' OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, DATA OR OTHER SERVICES, OR BE FREE OF HARMFUL CODE OR ERROR-FREE. ANY THIRD PARTY CONTENT, DATA, PRODUCTS OR SERVICES OR ANY OPEN SOURCE SOFTWARE OR CODE THAT MAY BE ACCESSED BY SUBSCRIBER AVAILABLE THROUGH THE SERVICES ARE MADE AVAILABLE "AS IS" AND WILL BE SUBJECT TO THE APPLICABLE LICENSE AGREEMENTS BETWEEN SUBSCRIBER AND SUCH THIRD PARTY AND ARE NOT SUBJECT TO THIS AGREEMENT. PANTHEON DOES NOT ENDORSE OR MAKE ANY OTHER REPRESENTATIONS OR PROMISES REGARDING SUCH THIRD PARTY MATERIALS.

7. INDEMNIFICATION.

7.1 Pantheon Indemnification. Pantheon will defend, indemnify, and hold you harmless, including your 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 alleging Subscriber's use of the Services in accordance with the Documentation infringes the Proprietary Rights of a third party.

7.2 Subscriber Indemnification. Subscriber will defend, indemnify, and hold Pantheon 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 based on: (a) Subscriber's or any Authorized Users' use of the Services (including any activities under your account and use by your employees, agents, subcontractors or customers); (b) a violation of Pantheon's AUP; or (c) Subscriber Content or the combination of Subscriber Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of a third party's Proprietary Rights by your Subscriber Content or by the use, development, design, production, advertising or marketing of Subscriber Content.

7.3 Process. Each Party will promptly notify the indemnifying party of any claim under this Section 7 (a "Claim"), but a failure to do so will not prejudice the indemnified party's rights. Indemnifying party will control the defense and/or settlement of the Claim and will communicate regularly and promptly with the indemnified party on the status of the defense and/or settlement. Indemnified party will provide reasonable assistance and cooperation in the defense of any Claim. Indemnifying party will obtain indemnified party's consent, which may not be unreasonably withheld or delayed, to any settlement that affects indemnified party's rights or imposes additional obligations on indemnified party. Indemnifying party will promptly pay incurred defense expenses.

8. LIMITATIONS OF LIABILITY.

8.1 MAXIMUM AGGREGATE LIABILITY. THE MAXIMUM AGGREGATE LIABILITY OF EITHER PARTY FOR CLAIMS UNDER THIS AGREEMENT WILL NOT EXCEED TWELVE (12) MONTHS OF FEES FOR SERVICES UNDER THE APPLICABLE ORDER FORM FROM WHICH THE FIRST CLAIM AROSE. THE FOREGOING LIMIT WILL NOT APPLY TO CLAIMS BASED A BREACH OF SECTION 3 (CONFIDENTIALITY), THE INDEMNIFICATION OBLIGATIONS IN SECTION 7, A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND SUBSCRIBER'S PAYMENT OBLIGATION FOR SERVICES.

8.2 EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT FOR CLAIMS FOR A BREACH OF SECTION 3 (CONFIDENTIALITY), IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE,

INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF DATA, REVENUE OR PROFITS, BUSINESS INTERRUPTION, OR COST OF SUBSTITUTE GOODS OR SERVICES. THIS LIMITATION WILL APPLY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. FEES AND PAYMENTS.

9.1 Fees. Fees for the Services will be in the currency stated in the applicable Order Form and will be before applicable taxes or statutory withholdings required by law. All fees are non-refundable unless expressly stated in the Order Form or this Agreement. Subscriber represents that it is a lawful account holder authorized to make any payments to Pantheon. All payments are made without the right of set-off or chargeback. Any past due amount will accrue interest from its due date until paid at the lesser of 1.5% per month or the maximum rate permitted under applicable law. Subscriber will pay any taxes arising out of this Agreement excluding taxes on Pantheon's net income and all employer reporting and payment obligations with respect to Pantheon's personnel. Subscriber will promptly provide any tax exemption documentation affecting any amounts payable to Pantheon. Pantheon reserves the right to contract with a third party for the purpose of processing payments. Such third party may impose additional terms and conditions governing credit card payment processing.

9.2 Failure to Pay. If Subscriber fails to pay amounts owed to Pantheon in accordance with this Agreement, Pantheon may suspend, upon five (5) days advance notice, any performance under this Agreement until such payment is received by Pantheon. If Subscriber fails to pay any such amount following an additional ten (10) days notice, Pantheon may terminate all or a portion of the Services without further notice or any liability. Pantheon may engage the services of a collection agent to recover non-payment. If any legal action is required to collect overdue amounts, Pantheon will be entitled to receive its attorneys' fees, court costs, and other collection expenses in addition to any other relief it may receive.

9.3 Modification of Fees. Pantheon may change the published prices on its website at any time. Any pricing set out in an Order Form will remain valid for the duration specified in the Order Form.

9.4 Affiliate Purchases. Subscriber's Affiliates may purchase Services from Pantheon under this Agreement by executing an Order Form that references this Agreement. Any such purchase will create liability and obligations solely between the purchasing Affiliate and Pantheon, and Subscriber will have no liability or obligation with respect to such purchase, unless agreed in a signed writing between Subscriber and Pantheon.

10. TERMINATION.

10.1 Term. The term of this Agreement commences on the Effective Date and will apply for the duration of Subscriber's use of the Services unless terminated earlier in accordance with this Agreement (the "Term"). The term of any Subscription Plan will commence and expire as set out in the applicable Order Form unless terminated earlier in accordance with this Agreement.

10.2 Right to Terminate. Pantheon may immediately terminate the Services at any time for any violation of Section 1.4 (Use of Services – Restrictions), Section 4 (Subscriber Personal Data), or Section 5 (Intellectual Property Rights). Without limiting the foregoing and except as permitted under Section 9.2, if either Party fails to perform any material provision of this Agreement within thirty (30) days of receiving notice of such failure, then the non-breaching Party may terminate this Agreement.

10.3 Effects of Termination. Upon termination of any Subscription Plan or Services under this Agreement, your right to use the Services, including access to the UI, any Subscriber Content or Third Party Content shall immediately cease. Sections 1.4 (Restrictions), 3 (Confidentiality), 5 (Intellectual Property Rights), 6 (Warranty and Disclaimer), 8 (Limitation of Liability), 9 (Fees and Payments), 10.3 (Effects of Termination), 11.2 (DMCA), 12 (Miscellaneous), 13 (Applicable Laws and Disputes) and 14 (Other Definitions) will survive termination of this Agreement.

11. COMPLIANCE WITH CERTAIN LAWS.

11.1 Compliance with Laws. Each Party will 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. Each Party shall promptly report any known or suspected conflicts of interest that may arise between the parties.

11.2 Digital Millennium Copyright Act (DMCA). Pantheon respects intellectual property rights. We reserve the right to terminate accounts or suspend access rights if we determine that intellectual property rights have been violated under the process set out in our AUP for compliance with DMCA.

11.3 Export Control Laws. Subscriber acknowledges that the Services are subject to export control laws and regulations of the United States and will abide by those laws and regulations. Under U.S. export control laws and regulations, unless authorized by the U.S. government, the Services may not be downloaded or otherwise exported, re-exported, or transferred to sanctioned countries, to parties listed on a U.S. government restricted party list, or for prohibited end uses.

12 MISCELLANEOUS.

12.1 Complete Agreement. This Agreement, along with any Order Form(s) or statements of work incorporating this Agreement by reference, any Supplemental Terms and the AUP, constitute the entire agreement between Subscriber and Pantheon regarding the Services and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding the Services. Purchase orders shall be for the sole purpose of defining quantities, prices, and describing the Services to be provided under this Agreement and to this extent only are incorporated as a part of this Agreement and all other purchase order terms are rejected. Subscriber's access to and use of certain other products or services by Pantheon may be subject to additional terms ("Supplemental Terms"), and such Supplemental Terms will apply as described in this Agreement, as referenced in an Order Form or as presented for acceptance when Services

are added by Subscriber. If this Agreement is inconsistent with the Supplemental Terms, the Supplemental Terms will control with respect to such services.

12.2 No Waiver of Rights. No provision of this Agreement will be waived, except by a written instrument expressly waiving such provision and signed by a duly authorized officer of the Party waiving its rights. A Party's failure to exercise any right will not be deemed a waiver of that right or any other right.

12.3 Force Majeure. Pantheon will not be liable for any delay or failure to perform any obligation under this Agreement if the delay or failure results from any cause beyond our reasonable control, including, but not limited to, acts of God, labor disputes or other industrial disturbances, systemic electrical, mechanical, telecommunications, or other utility failures or degradation, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war. If Pantheon's performance under this Agreement is delayed for more than sixty (60) days, Subscriber may terminate the affected Services, and Pantheon will refund a prorated portion of prepaid fees for unused Services.

12.4 Assignment and Transferability of Agreement. This Agreement is not assignable or transferable by either Party, except with the other Party's prior written consent, which will not be unreasonably withheld, provided a Party may assign this Agreement without the other Party's consent to a parent, affiliate or a subsidiary or to a successor in connection with a merger or acquisition and the non-assigning Party is notified of the assignment.

12.5 Relationship of Parties. The relationship between Pantheon and Subscriber is that of independent contractors, each as separate legal entities. Neither is an agent, representative, partner, or in a joint venture with the other Party under contract or by law. Except as set out in the Agreement, neither Party may represent to any third party that it has any authority to act on behalf of the other Party.

12.6 Notice. The Parties accept email notices as effective under this Agreement. Any notice will be in writing and will be deemed effective when sent to a Party's last known email address. Notices to Pantheon will be provided by email to legal@pantheon.io with a hard copy to Customer Support, Pantheon Systems, Inc., 717 California Street, 3rd Floor, San Francisco, CA 94108. Notices to Subscriber will be sent to the email address designated by Subscriber as its primary contact in the applicable Order Form.

12.7 Injunctive Relief. The Parties acknowledge that monetary damages would not be an adequate remedy for a breach of certain provisions of this Agreement, including, but not limited to, Section 1, Section 3, Section 5, and other provisions pertaining to the protection of a Party's Proprietary Rights. If either Party breaches or threatens to breach any of its obligations relating to the referenced sections, then the non-breaching Party will be entitled, without showing or proving any actual damage sustained, to a stipulated temporary restraining order, and will thereafter be entitled to apply for a preliminary injunction, permanent injunction, and/or order compelling specific performance, to prevent the breach of the other Party's obligations under this Agreement. Nothing in this Agreement will be interpreted as prohibiting either Party from pursuing or obtaining any other remedies available to it for such actual or threatened breach, including recovery of damages through litigation.

12.8 Publicity. The pricing and any applicable discounts are conditioned on Subscriber's consent to use its name and other indicia in Pantheon's customer list and promotional and marketing materials and activities.

13. GOVERNING LAW.

13.1 Governing Law. The Parties agree the laws of the State of California, without regard to its principles of conflict of laws, will exclusively govern this Agreement and its interpretation. The Parties also agree that any legal action, suit or proceeding will be resolved exclusively in the state or federal courts located in San Francisco, California.

14. OTHER DEFINITIONS.

"Affiliate" means an entity or organization that is controlled by, controlling or under common control with a Party. "Control" means a Party has the right to determine the operations and management of an entity either by contract or by possessing more than fifty percent (50%) of the voting interest of such entity.

"Aggregate Data" means de-identified and anonymized sets of data about the use, operation and performance of the Services and is derived from the data of multiple customers (including Subscriber data, such as website usage statistics). Aggregate Data will not include Personal Data relating to Subscriber, Subscriber's customers, or other information that could reasonably identify or relate to a natural person.

"API" means an application programming interface or software development kit.

"AUP" means the Pantheon Acceptable Use Policy located at <https://legal.pantheon.io>.

"Authorized User" means any third party that directly or indirectly: (a) accesses, modifies, or uses your Subscriber Content; or (b) otherwise modifies, accesses, or uses the Services under your Subscription Plan.

"Confidential Information" means any and all non-public information or other information, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential, disclosed by a Party ("Disclosing Party") to the other Party ("Receiving Party,") which may include without limitation: (a) patent and patent applications, (b) trade secrets and product roadmap or discussions regarding features and enhancements and (c) proprietary and confidential information, 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 of Pantheon or its business partners including their technology, business plans and promotions and (d) information concerning research, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, and marketing plans.

"Documentation" means the user guides and operations manuals provided with the Services at <https://pantheon.io/docs/>.

"Feedback" means any ideas, suggestions, product issues or tangible materials provided by Subscriber to Pantheon regarding the Services.

“Order Form” means the list of products or services with any applicable pricing, quantities, and terms of your Subscription Plan provided by Pantheon to you incorporating by reference the terms of this Agreement, whether online, on paper, or in digital format.

“Personal Data” means information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular identified or identifiable natural person.

“Proprietary Rights” means any and all of the following: (a) all rights associated with inventions or works of authorship including, but not limited to, patents, designs, copyrights, moral rights, mask works, algorithms and other industrial property rights; (b) trademark and trade name rights and similar rights and all associated business goodwill; (c) trade secret rights; (d) all other intellectual and industrial property rights (of every kind and nature, including, but not limited to, logos, “rental” rights, rights of publicity, and rights to remuneration); and (e) all registrations, applications, renewals, extensions, continuations, divisions or reissues relating to any of the preceding rights.

“Restricted Data” means (i) protected health information under the Health Insurance Portability and Accountability Act and medical information governed by provincial, state or other healthcare privacy laws; (ii) government-issued identification numbers, including Social Security numbers, driver’s license numbers and other state-issued identification numbers; (iii) information regulated under the Gramm-Leach Bliley Act; (iv) payment card data, including credit card or debit card numbers regulated by the Payment Card Industry Data Security Standards (“PCI DSS”); (v) “sensitive personal data” or “special categories of personal data,” consisting of racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data, data concerning health or data concerning a natural person’s sex life or sexual orientation; (vi) biometric data regulated by biometric privacy laws; or (vii) other data requiring a standard of protection more stringent or specific than reasonable technical, physical, and procedural safeguards against disclosure.

“Services” means the Subscription Plan, Software Tools, Professional Services or Support offered to Subscriber (and, if Subscriber is entering this Agreement solely for the development of websites for third parties, i.e., an “Agency,” Subscription Plans offered to such Agency’s customers subject to certain Supplemental Terms as set out in the Order Form). Services do not include Third Party Content or Subscriber Content.

“Software Tools” means, as applicable to the purchased Subscription Plan, a platform (i) provided by Pantheon for the development, maintenance, and oversight of one or more websites (including, without limitation, development environment, workflow integration tools, web operations UI, command line tools, site access controls and search) and/or (ii) provided by Pantheon to manage the conversion of Subscriber Content from a document editing system (e.g. Google Workspace or Microsoft 365) to a content management system or website management system (e.g., WordPress, Drupal or Next.js), including, without limitation, API(s), API installation tools, command line tools and content management UI. Software Tools do not include Third Party Content or Subscriber Content.

“Subscriber Content” means content that Subscriber or any Authorized User (a) causes to interface with the Services or (b) uploads, transfers or contributes for use, processing and/or storage through the Services.

For the purposes of this definition, “Subscriber Content” means, without limitation, software, object code, source code, audio, video, animations, text, graphics, logos, tools, photographs, images, illustrations, and Subscriber added API(s), dashboard(s), administration tools, and graphical interface(s).

“Subscription Plan” means, as specified in the applicable Order Form, paid access to a website hosting plan or content publishing plan provided by Pantheon.

“Third Party Content” means content made available to you by any third party on the UI or in conjunction with the Services. For the purposes of this definition, “Third Party Content” means, without limitation, third party software, source code, object code, audio, video, animations, text, graphics, logos, tools, photographs, images, illustrations, and API(s), dashboard(s), administration tools, and graphical interface(s).

“UI” or “User Interface” means all Pantheon-created content, including, but not limited to, software or source code, audio, video, animations, text, graphics, logos, tools, photographs, images, animations, illustrations, the Pantheon programming code, and APIs, dashboard(s), administration tools, and graphical interface(s), all as created and/or used by or on behalf of Pantheon in connection with provision of the Services. UI does not include Third Party Content or Subscriber Content.

15. ADDITIONAL TERMS.

15.1 Insurance. Pantheon will, at its own expense, at all times during the Term of this Agreement and after termination, as specified below, maintain in effect the following types and limits of insurance with insurers with an A.M. Best rating of A-VII or better.

1. Workers’ Compensation insurance with statutory limits and Employer’s Liability insurance with limits of one million dollars (\$1,000,000) each accident, per employee for disease, and per disease.
2. Commercial General Liability insurance covering all operations by, or on behalf of, Pantheon, providing insurance for bodily injury, property damage, personal and advertising injury, as those terms are defined by Commercial General Liability insurance policies, with limits of not less than one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) general aggregate. Such coverage shall include Subscriber as an additional insured and apply to such additional insured on a primary and non-contributory basis, but such extension of coverage shall only apply to the extent of liabilities falling within the terms and conditions of the applicable insurance policy.
3. Business Automobile Liability Insurance, including, bodily injury, passenger liability (where applicable), and third party property damage for all hired (or rented) and non-owned vehicles, with limits of one million dollars (\$1,000,000) each accident combined single limit.
4. Cyber Liability and Technology Errors and Omissions insurance, covering negligent acts, errors and omissions in the performance of services with limits of five million dollars (\$5,000,000) per claim or series of related claims and in the aggregate. The insurance will also include coverage for loss caused by Pantheon’s failure to prevent unauthorized access to, or use of, systems or networks containing private or confidential information of Subscriber; to prevent the transmission of a computer virus; and to provide authorized users access to the Subscriber’s website, applications, or communications network. Additionally, the insurance will provide reimbursement towards notification costs for a security breach as required under data breach notification law.

Such coverage will be extended either by an extended reporting period or by subsequent renewals of coverage to cover a period of three years after termination of the Agreement.

5. Excess Liability insurance providing additional limits of Employer's Liability insurance, Commercial General Liability insurance, and Business Automobile Liability insurance on a follow form basis, with limits of three million dollars (\$3,000,000) per occurrence and in the aggregate.

Pantheon's Workers Compensation, Employers Liability, and Commercial General Liability insurance will contain a waiver of subrogation against Subscriber, subject to the terms and conditions of the applicable insurance policy. Pantheon will furnish certificates of insurance evidencing renewal or replacement coverage to Subscriber within a reasonable time of placement of any such policies. Pantheon's insurance carriers will provide notice of cancellation in accordance with the policy provisions.

15.2 Transition Assistance. Within ten (10) days of any termination or expiration of this Agreement or any Order Form, Pantheon will use reasonable efforts to promptly wind up the Services and cancel any Subscriber-specific expenses. If requested in a timely manner, Pantheon will make available to Subscriber (at agreed-upon hourly rates or a price consistent with the cost of the Services under this Agreement) reasonable transition assistance to any successor to the Services. Furthermore, upon termination or expiration of this Agreement or any Order Form, at no additional cost, Pantheon will make Subscriber Content available for transfer to Subscriber for a period of thirty (30) days.

15.3 Academic Freedom. If Subscriber is an institution for higher education (e.g., a college or university) and Pantheon determines any Subscriber Content may violate Pantheon's AUP, the following terms will apply:

- (a) Pantheon will promptly notify Subscriber of the potential violation;
- (b) Subscriber will work with Pantheon in good faith to resolve any concerns in a manner consistent with Subscriber's adherence to principles of academic freedom;
- (c) Absent a court order, Pantheon may not require Subscriber (or itself take action) to remove such Subscriber Content solely for violating the terms of Pantheon's AUP; and
- (d) Pantheon will not object to Subscriber intervening in any court proceeding concerning such Subscriber Content.

This Agreement is duly entered through the authorized representatives below as of the Effective Date.

Pantheon Systems, Inc.	Subscriber:
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

