

PROOF OF CONCEPT TERMS AND CONDITIONS

These Proof of Concept Terms and Conditions ("Terms") apply between Pantheon Systems, Inc. ("Pantheon,") and the customer accepting them ("Customer"), each a "Party" and together the "Parties" as entered into as of the Effective Date (defined below).

Customer wishes to participate in a proof of concept offered by Pantheon, where Pantheon will provide Customer with access to certain Pantheon services (the "POC Services"), for Customer's evaluation of a potential purchase and during which Customer may test the POC Services using methods the Parties mutually agree are appropriate and in consideration of the mutual promises set forth herein, the Parties agree as follows:

1. **TERM AND TERMINATION.** These Terms take effect on the date the Customer starts to use of any of the POC Services (the "Effective Date") and continue for a period as indicated by Pantheon in the email where Pantheon offers the POC Services to the Customer("Covering Email) (the "Term"), unless earlier terminated. Either Party may terminate these Terms and the POC Services at its sole convenience upon written notice to the other.
2. **FEES AND COSTS.** No fees or costs are associated with these Terms or the POC Services.
3. **EVALUATION LICENSE AND USE.**
 - 3.1. **License.** Subject to the Customer's compliance with these Terms, Pantheon hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable and in object code form only, a license to use the POC Services that Pantheon may deliver or make available to Subscriber solely for the Customer's testing, demonstrative, trial or other evaluative use of the POC Services, including, but not limited to the assessment of the POC Services compatibility with the Customer's systems and environment, to the extent not for any developmental or productive use of the POC Services. Customer shall not attempt to derive the source code or structure of the POC Services by any means. Open source components in the POC Services are licensed under their applicable open source licenses.
 - 3.2. **Feedback.** As consideration for the POC Services, Customer will provide Pantheon with ideas, suggestions, materials and identified problems regarding the POC Services (collectively "Feedback"). The Parties agree that all Feedback, including all intellectual property therein, is Pantheon's sole and exclusive property and may be used without any obligation to Customer, including any obligation of confidentiality.
4. **CONFIDENTIALITY.**
 - 4.1. "Confidential Information" means non-public information disclosed by a Party ("Disclosing Party") to the other Party ("Receiving Party") that, given its nature or the circumstances of disclosure, reasonably should be understood to be confidential, including but not limited to, patents and patent applications, trade secrets, product roadmaps, unreleased features, and proprietary or confidential technical, product, business and financial information.
 - 4.2. Receiving Party shall not disclose Confidential Information to any third party other than its employees, contractors, advisors and agents who need it to perform these Terms and are bound by similar restrictions. Receiving Party may disclose Confidential Information as required by law or court order, after reasonably notifying Disclosing Party. Each Party shall maintain reasonable safeguards to protect the other Party's Confidential Information. Customer acknowledges that its breach of this Section may cause irreparable harm to Pantheon, and Pantheon may seek injunctive relief in addition to any other remedy.
 - 4.3. Confidential Information does not include information that: (i) is or becomes publicly available without breach of these Terms; (ii) the Receiving Party can document it lawfully knew before

disclosure; (iii) it lawfully receives from a third party; or (iv) it can document it developed independently without reference to the Confidential Information.

5. **PERSONAL DATA.** Customer will not use the POC Services to collect, store or process any personal data. If Pantheon nevertheless receives personal data, Pantheon will process it in accordance with Pantheon's Data Processing Addendum available at legal.pantheon.io.
6. **NO TECHNICAL SUPPORT OR SERVICE LEVEL AGREEMENT.** Pantheon has no obligation under these Terms to comply with any service level or provide support of any kind relating to the POC Services. Customer is solely responsible for taking appropriate measures to back up and manage Customer's systems and data.
7. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL PANTHEON OR ANY OF ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES OR ITS AFFILIATES, BE LIABLE, WHETHER DIRECT, CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE, UNDER OR IN CONNECTION WITH THESE TERMS, THE POC SERVICES OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE.
8. **WARRANTY DISCLAIMER.** THE POC SERVICES, AND ANY CONTENT CONTAINED IN OR ACCESSED THROUGH THE POC 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 POC SERVICES, SHALL MEET CUSTOMER'S, END USERS' OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, DATA OR OTHER SERVICES, OR BE COMPLETE, FREE OF HARMFUL CODE, TIMELY, UNINTERRUPTED OR ERROR-FREE. ANY THIRD PARTY CONTENT, DATA, PRODUCTS OR SERVICES OR ANY OPEN SOURCE SOFTWARE OR CODE THAT MAY BE ACCESSED BY CUSTOMER AVAILABLE THROUGH THE POC SERVICES ARE MADE AVAILABLE "AS IS" AND SHALL BE SUBJECT TO THE APPLICABLE LICENSE AGREEMENTS BETWEEN CUSTOMER AND SUCH THIRD PARTY AND ARE NOT SUBJECT TO THESE TERMS. PANTHEON DOES NOT ENDORSE OR MAKE ANY OTHER REPRESENTATIONS OR PROMISES REGARDING SUCH THIRD PARTY MATERIALS.
9. **GENERAL.**
 - 9.1. **Applicable Law.** The laws of the State of California, without regard to principles of conflict of laws, shall exclusively govern these Terms. The Parties expressly agree to the jurisdiction of state and federal courts located in San Francisco, California in any legal action, suit or proceeding hereunder except as otherwise stated.
 - 9.2. **Entire Agreement.** These Terms and the Covering Email are the entire understanding and agreement of the Parties and supersede all prior and contemporaneous representations, letters, proposals, discussions and understandings with respect to its subject matter.
 - 9.3. **Survival.** The provisions of Sections 3.2 (Feedback), 4 (Confidentiality), 7 (Limitation of Liability), 8 (Warranty Disclaimer) and 9 (General) shall survive termination or expiration of these Terms.