

**EXHIBIT A -ATTACHMENT SP**  
Service Provider Supplemental Attachment

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This attachment is part of the agreement between Pantheon Systems, Inc. and the County of San Mateo.

**I. NOT-TO-EXCEED AMOUNT**

In no event shall total payment for services under this Agreement exceed Four Hundred Eighty-Five Thousand, Two Hundred Eighty Dollars, \$485,280.

**II. AVAILABILITY OF FUNDS**

County may terminate this Agreement based upon unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

**III. COMPLIANCE WITH LAWS**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, regulations, and executive orders, including but not limited to the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law, regulation, or executive order, the requirements of the applicable law, regulation, or executive order will take precedence over the requirements set forth in this Agreement.

**IV. NON-DISCRIMINATION/EQUAL BENEFITS**

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

Violation of the non-discrimination provisions of this agreement shall be considered a breach of this agreement and subject the contractor to penalties, to be determined by the County Executive, including but not limited to the following:

- (i)Termination of this agreement;
- (ii)Disqualification of the Contractor from proposing for or being awarded a County contract for a period of up to three (3) years;
- (iii)Liquidated damages of two thousand five hundred dollars (\$2,500.00) per violation; and
- (iv)Imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County shall have the authority to set off all or any portion of the amount described in this paragraph against amounts due to contractor under this agreement or any other contract between contractor and County.

Contractor shall also report to the County the filing by any person in any court any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation of allegations of discrimination within seventy-five (75) days of such filing, provided that within such seventy-five (75) days such entity has not notified contractor that such charges are dismissed or otherwise unfounded. Such notification to County shall include a general description of the allegations and the nature of specific claims being asserted. Contractor shall provide County with a statement regarding how it responded to the allegations within sixty (60) days of its response and shall update County regarding the nature of the final resolution of such allegations.

## **V. EMPLOYEE JURY SERVICE**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's

requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

## **VI. COMPLIANCE WITH LIVING WAGE ORDINANCE**

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

## **VII. ELECTRONIC SIGNATURE**

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

## **VIII. INSURANCE**

### **a. General Requirements**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

### **b. Workers' Compensation and Employer's Liability Insurance**

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

### **c. Liability Insurance**

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property

damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- i. Comprehensive General Liability... \$1,000,000
- ii. Motor Vehicle Liability Insurance... \$1,000,000
- iii. Professional Liability..... \$1,000,000
- iv. Cyber Liability..... \$5,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

## **IX. PREVAILING WAGE**

When applicable, Contractor hereby agrees to pay not less than prevailing rates of wages and be responsible for compliance with all the provisions of the California Labor Code, Article 2-Wages, Chapter 1, Part 7, Division 2, Section 1770 et seq. A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the Director of Public Works, and available at [www.dir.ca.gov/DLSR](http://www.dir.ca.gov/DLSR) or by phone at 415-703-4774. California Labor Code Section 1776(a) requires each contractor and subcontractor keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

Additionally,

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

## **X. CALIFORNIA PUBLIC RECORDS ACT**

Nothing in this Agreement shall prevent Customer from complying with legal obligations to disclose information pursuant to the California Public Records Act, (California Government Code section 7920.000 et seq.), a valid subpoena or court order, or other applicable legal authority.

## **XI. LEVINE ACT COMPLIANCE**

Contractor certifies and warrants that Contractor has fully complied, and will remain in full compliance, with all applicable requirements of the Levine Act in connection with this Agreement, including making any required disclosures of campaign contributions to County Officers, which includes but may not be limited to elected County Officers. Elected County Officers include members of the San Mateo County Board of Supervisors, as well as the Assessor-County Clerk-Recorder, Controller, Coroner, District Attorney, Sheriff, and Tax Collector-Treasurer. Any campaign contribution required to be disclosed under the Levine Act in connection with this Agreement shall be disclosed on the disclosure form provided by the County of San Mateo Levine Act Disclosure Form, a copy of which is available from the County upon request.



Pantheon Systems, Inc.

Order #: Q049220

717 California Street, 3rd Floor  
 San Francisco, CA 94108  
 United States  
 (855) 927-9387  
 billing@pantheon.io  
 EIN/TAX ID: 35-2387089

Offer Valid Through: January 13, 2026  
 Proposed By: Erin Crowley

#### ORDER FORM

#### BILLING INFORMATION:

County of San Mateo, CA  
 400 County Center  
 Redwood City, California 94063  
 United States

#### SOLD TO:

County of San Mateo, CA  
 400 County Center  
 Redwood City, California 94063  
 United States

#### BILL TO CONTACT:

Christopher Handcock  
 Email: chandcock@smcgov.org  
 Phone: (650) 599-7257

#### SOLD TO CONTACT:

Christopher Handcock  
 Email: chandcock@smcgov.org  
 Phone: (650) 599-7257

#### SUBSCRIPTION PLAN:

Payment Terms: Net 30  
 Currency: USD  
 Billing Frequency: Annual  
 Order Form Date: January 13, 2026  
 Term Length Month: 60

PO Number (if applicable):  
 Tax Exempt: No  
 If applicable, please provide tax-exempt certificate.

#### PRODUCTS AND SERVICES

Service Offering	Charge Type	Service Start Date	Service End Date	Qty	Net Price
Standard Migration	One-Time	January 13, 2026	January 13, 2026	33	27,720.00
Elite Read Only 5M	Recurring	January 13, 2026	January 12, 2031	1	162,000.00
Advanced Global CDN with WAF/IO	Recurring	January 13, 2026	January 12, 2031	1	81,000.00
Account: Platinum	Recurring	January 13, 2026	January 12, 2031	1	85,500.00
SSO/SAML Setup	One-Time	January 13, 2026	January 13, 2026	1	1,800.00
Setup: Professional	One-Time	January 13, 2026	January 13, 2026	1	2,250.00
Basic	Recurring	January 13, 2026	January 12, 2031	34	64,260.00



Performance Medium	Recurring	January 13, 2026	January 12, 2031	5	60,750.00
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Net Price: \$485,280.00

## SUPPORT

Pantheon Support is described on Schedule 1.

## ADDITIONAL TERMS

This Order Form is governed by the terms and conditions of (i) the Pantheon WebOps Services Agreement signed by the parties on or around January 13, 2025; (ii) the Elite Subscription Plans Service Level Agreement ("SLA") set forth on Schedule 1, applicable only to Elite Subscription Plans; and (iii) for any applicable Professional Services as described on Schedule 1 under the Statement of Work(s) on Schedule 1.

Subscriber understands the Services hereunder may have certain use and quantity limitations, as further set out on Schedule 1. Pantheon reserves the right to change prices or modify Services if any agreed upon limits (for example Monthly Visits or Storage) are exceeded.

When Subscriber or its End User create sites through the use of the Pantheon platform, to the extent these sites are not specified and agreed to on this Order Form, Subscriber will be invoiced for these sites at Pantheon's then-current preferred rates less the negotiated discount from the launch date of the site to the Service End Date.

Pantheon will invoice Subscriber via email at the email address for the Bill To Contact. Pantheon will not invoice Subscriber via a billing portal, billing agent or third party billing service, unless agreed by the parties in writing. All payments must be made via ACH, EFT, or wire.

The Effective Date is the date this Order Form is last signed by Subscriber and Pantheon. No change or modification to this Order Form shall be effective or binding except as expressly set forth in a written agreement signed by both parties.

Upon signature by Subscriber and submission to Pantheon, this Order Form shall become legally binding, unless the Order Form is rejected by Pantheon. Pantheon may reject the Order Form if: (1) the signatory below does not have the authority to bind the Subscriber, (2) changes have been made to this Order Form (other than completion of the signature block and immaterial changes to contact information), or (3) the signature is incomplete or does not match our records or the rest of the Order Form.

**The subscription for all products and services specified in this Order Form and any additional active products and services under this subscription will automatically renew at the end of the term for an equivalent period unless a party provides written notice of its intent to terminate at least 30 days prior to the end of the then current term. At each automatic renewal, the subscription price will increase by 10%. A subscriber notice of cancellation must be sent to [cancellation@pantheon.io](mailto:cancellation@pantheon.io).**

# PANTHEON®

*The WebOps Platform Built for Agility*

**EXECUTED BY**

**SUBSCRIBER:**

Signature:

Name:

Title:

Date:

**EXECUTED BY PANTHEON**

**SYSTEMS, INC.**

Signed by:

Signature:

Sameer Kazi

0BF0765973054B7...

Name: Sameer Kazi

Title: CEO

Date: 2025-11-24 | 10:37:37 PST



*The WebOps Platform Built for Agility*

## SCHEDULE 1

### Support Services

	Platinum
Chat	24/7
Phone Support	24/7
Tickets	✓ 24x7: 2 hour
Emergency On-call	✓ 24x7: 1 hour
Pre-Launch Load Testing	✗
Customer Success Manager	✓
Dedicated Diamond Workspace Team	✗
SSO/SAML	Add-On
Site Network Setup	Add-On
Documentation	✓
Community	✓
Developer Training	✓

### Customer Success Guarantee

- Your Advocate within Pantheon: Escalate support issues, help you answer questions from your stakeholders, and arrange training for you and your team. Your feedback and feature requests have a direct line into the product roadmap and backlog.



- Executive Business Reviews: Regular check-ins during which a CSM will review your experience on the platform, perform a site performance audit, and work with you to find opportunities for optimization and better platform utilization.
- Access to the Product Roadmap: Get a preview of the next year's roadmap and help you plan ahead in anticipation of new platform features. When there are opportunities for early access to new features, a CSM can help you get access.

### Advanced Global CDN

*Empower teams to manage their own sites, drive growth through iteration, calibrate control over branding, and extend enterprise-grade security*

**Features:** Domain Masking, Geolocation Detection and Blocking, Web Application Firewall (WAF), Content Delivery Network (CDN), IP Allow/Blocklisting, Image Optimization, Edge Logging, Custom Rules and Redirects

#### Domain Masking

*Advanced Global CDN*

**Unlock growth through iteration by reviewing and routing each request uniquely at the edge to enable page-by-page migrations all with a seamless user experience.**

- Route different directories to different Pantheon instances (e.g. /blog points to a WordPress site)
- Together with reverse proxy, free divisions, and brands to own and manage their websites under a single domain

#### Geolocation Detection & Blocking

*Advanced Global CDN*

**Regain control of your brand and intellectual property with fast and accurate location-based blocking and redirection.**

- Take action based on the physical location of the user (eg. blocking or redirecting) or send location to your application for more custom control.
- Save resources, improve security, and maintain compliance with routing that takes place at the edge, before your CMS ever starts.

#### Web Application Firewall (WAF)

*Available in: Advanced Global CDN & Security Starter*

**Stay on message and ensure site integrity with a custom web application firewall.**

- Inspects each uncached request in excruciating detail and rapidly applies rules to keep your online presence stable.
- WAF is optimized for WordPress and/or Drupal by our expert team.

#### Image Optimization

*Available in: Advanced Global CDN & IO Starter*

**Engage visitors in real-time with rich content from globally distributed points of presence that compels and converts.**

- With image optimization, pages render at light-speed efficiently from the edge, offloading work from your servers and adding resilience to your site.



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- We support modern image format auto conversion (WebP) as well as thousands of mobile device size profiles.



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### Site Plans and Products

Plan Level	Monthly Visits	Monthly Pages Served	SSD Storage	Application Containers	Application Memory Limit	PHP Workers	Uptime Expectation	Domains
<b>Basic</b>	35K	175K	20GB	1	256MB	4	N/A	5
<b>Performance Small</b>	35K	175K	30GB	1	512MB	6	99.9%	10
<b>Performance Medium</b>	70K	250K	50GB	2	1024MB	12	99.9%	15
<b>Performance Large</b>	210K	1.05M	100GB	3	1024MB	24	99.9%	35
<b>Performance Extra Large</b>	420K	2.1M	200GB	4	1024MB	32	99.9%	70
<b>Performance 2X Large</b>	840K	4.2M	200GB	4	1024MB	32	99.9%	70

### Elite SLA

This Service Level Agreement (this "SLA") is entered by and between Pantheon Systems, Inc. ("Pantheon") and the entity ("Subscriber") that executes that certain order form ("Order Form") with Pantheon which references this SLA. This SLA applies to Pantheon Elite subscription-based website hosting plans ("Subscription Plan") under the Order Form. This SLA does not apply to Software Tools or Support or other services that may be provided by Pantheon. The term of this SLA shall commence on the effective date of the Order Form and continue until the expiration or termination of the Order Form and any renewals.

#### 1. Availability

Subject to the terms of this SLA, Pantheon guarantees a 99.95% monthly average of Availability of any Elite Subscription Plan. In a given month, "Availability" is calculated as follows: a percentage calculated by dividing the total time during which any individual Elite Subscription Plan is available for Subscriber to use by the total time in a given month, less the time of the Exclusions listed in Section 2(e) below.

$$\text{Availability} = \frac{\text{Total time any individual Elite Subscription Plan is available}}{\text{Total time in a given month less the time of the Exclusions}} * 100\%$$

To verify that the Service is available, Pantheon will ping the HTTP service on the Service by retrieving HTTP headers every two (2) minutes with a 30-second threshold. If an HTTP service does not respond, the Service is considered nonoperational and is immediately escalated to the support center. In cases where two or more consecutive HTTP tests fail, the Service downtime will be registered as the number of minutes between the first



and the last failed tests. Downtime of less than 2 minutes in duration is not recorded. Pantheon calculates Availability uptime based on this type of Service monitoring.

## 2. Penalty for Non-Compliance

(a) Service Credit. If Availability falls below the guaranteed level for any Elite Subscription Plan, as Subscriber's sole remedy for such failure, Pantheon will credit to Subscriber a portion of the monthly fees charged for the month (annual fees will be prorated) during which such failure occurred according to the following schedule:

Availability 99.90% - 99.94%\*: 3% of monthly fee credited

• If elite subscription plan with Multizone functionality is purchased, then:

Availability 99.90 – 99.98% 3% of monthly fee credited

Availability 99.85% - 99.89%: 6% of monthly fee credited

Availability 99.80% - 99.84%: 9% of monthly fee credited

Availability 99.75% - 99.79%: 12% of monthly fee credited

Availability 99.70% - 99.74%: 15% of monthly fee credited

Availability below 99.70%: 50% of monthly fee credited\*

Availability is 99.99% for Elite Subscription Plans with active Multizone Failover functionality.

(b) Request for Credit. To receive the credit, Subscriber must specifically request the credit within the first 15 days of the month following the month for which the credit is requested. Subscriber must provide all dates and times of Elite Subscription Plan unavailability along with Subscriber's account username. Pantheon will compare information provided by Subscriber to Pantheon's availability monitoring data. A credit will be issued if the Availability warranting the credit is confirmed. The parties agree to work together in good faith to resolve any dispute arising from this SLA.

(c) Maximum Total Penalty. The total credit to Subscriber for any Elite Subscription Plan shall not exceed 100% of the monthly fees charged for that Elite Subscription Plan during the month for which the credit is issued (annual fees will be prorated). These credits are Subscriber's sole remedy, are based on our monitoring, may not exceed the total amount of recurring fees Subscriber has paid us for the month in which we failed to meet the Availability indicated above, and are forfeited if not claimed following the procedure outlined in (b) above. No credits will be paid in cash.

(d) Limitations. Credits will not be issued if the Subscriber account is past due, suspended, or pending suspension. Credits are exclusive of any applicable taxes charged to Subscriber. False claims requests are a material violation of the Order Form and may result in termination of the Order Form.

## (e) Exclusions.

Subscriber shall not receive any credits in connection with any failure or deficiency of Elite Subscription Plan Availability to the extent caused by: (i) an event outside the reasonable control of Pantheon or a force majeure event; (ii) emergency maintenance updates, including but not limited to maintenance required to protect the integrity, availability, or security of any online systems; (iii) any causes attributable to Subscriber or its contractors or vendors, (iv) software or hardware not provided or controlled by Pantheon; (v) outages elsewhere on the internet, including but not limited to interruptions at any Subscriber or third-party data center or ISP; (vi) outages lasting less than two (2) minutes, (vii) denial of service attacks, malware or similar causes, (viii) scheduled maintenance, or (ix) any failure or deficiency that affects less than the full Subscription Plan feature set



## Professional Services

### **Setup & Onboarding**

*Get up and running on the platform with the help of our expert team*

#### **Professional Setup**

- Configure sites and organizations
- Answer pre-migration questions
- Support through DNS transition and launch (if within 30d)
- Training via [On Demand Workshops](#):
  - Set up orgs, teams, and sites
  - Team management
  - Introduction to workflows
  - Continuous Integration strategies
  - Terminus (Command Line Interface)
- One pre-launch load test (Elite site plans only)
- Site network setup and training

#### **SSO/SAML Setup**

*Pantheon supports SAML integration, enabling additional security features like multi-factor authentication and single sign-on (SSO). Customers who enforce SAML authentication can also enforce settings like minimum password strengths or authentication audit logs.*

#### **Statement of Work - Site Migration**

Purpose: Pantheon professional services team is being engaged by Subscriber to support moving Subscriber's current sites over to Pantheon Services.

**A. Pantheon Scope.** All terms not defined in this statement of work ("SOW") shall have the meaning ascribed to them in the Order Form. Subscriber and Pantheon hereby add the following activities to be performed by Pantheon pursuant to the Order Form ("Professional Services"):

1. Pantheon will migrate those sites listed in Attachment A - "Sites within Scope" to this SOW as confirmed through the kick-off meeting. Any sites not listed in Attachment A or otherwise exceeding the number of sites specified in the Order Form requiring migration hereunder shall require a Change Order and additional scoping.
2. Migration for sites specified in Attachment A shall consist of:
  - a. Initial kick-off meeting as scheduled by Pantheon with Subscriber to confirm timeline, deliverables, project team, and project scope in the format set out in Attachment B - "Project Requirements" to this SOW;
  - b. Moving code, database and files from current hosting environment to Pantheon;
  - c. Moving redirects to help ensure proper setup with Pantheon Services;
  - d. Installing and enabling required modules/plugins on Pantheon as well as disabling unnecessary or unsupported modules unless otherwise specified by Subscriber; and
  - e. Resyncing database and certain user upload files prior to launch on Pantheon.

**B. Exclusions.** Migration of sites specified in Attachment A are on an as-is basis, except as set out in Section A.2 above. The following activities are expressly excluded from Professional Services under this SOW:



1. Migration of functionality based on resources that are not available on the Pantheon platform (e.g., code that relies on specific PHP extensions or code that relies on specific server packages that are not currently on Pantheon, java, python, perl not on platform);
2. Performance or caching optimization;
3. Preservation of git history;
4. Updating of custom or contrib modules/plugins;
5. Troubleshooting or fixing issues that already existed on source server; and
6. Adding any new functionality that didn't previously exist on the site (e.g., implementation work).

C. Subscriber Responsibilities. Subscriber shall actively participate in the following manner:

1. Provide a site inventory for each site in Attachment A prior to the kick-off meeting;
2. Join and participate in the dedicated migration support channel that will be provided in Pantheon's slack instance;
3. Providing Pantheon migration team with necessary access to current host or to code, database, and files;
4. Initiate a code freeze from migration start until the site(s) launch on Pantheon, or accept responsibility for any code changes made to the source server once migrations have commenced;
5. Perform any user acceptance testing within the timeline specified in Attachment B;
6. Communicate content freeze to affected stakeholders; and
7. Perform DNS cutover within the timeline specified in Attachment B.

**Attachment A - Sites within Scope**

To be completed at the kick-off meeting by Pantheon

The sites specified below are within scope for purposes of this SOW:

Name	URL
------	-----

**Attachment B - Project Requirements**

To be completed at the kick-off meeting by Pantheon

A. Pantheon Team. The Pantheon team and other key roles participating for purposes of this SOW shall consist of the following initial assignments:

Initial Assignment	Role	Scope
	Pantheon Migrations, Program Manager	Escalations



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	Pantheon Migrations, Engagement Manager	Perform Pantheon scope
	Pantheon Migrations, Engagement Manager	Perform Pantheon scope
	Pantheon Migration Partner	If applicable, will be identified

B. Timeline. The estimated timeline for the Professional Services below is subject to Subscriber's availability and requirements for the Professional Services remaining unchanged from the kick-off meeting. Pantheon Professional Services shall not exceed the scope specified in this SOW without a subsequent signed written amendment and adjustment to the Fees.

Migration Process Overview (single-site migration)

[Pantheon to maintain updates here starting with the kick-off meeting]

Process Overview	Owner (Pantheon vs. Subscriber)	Start Date and Duration*
Migration Kickoff	Pantheon and Subscriber	1 - 1.5 hours
Information Collection	Subscriber	Approximately 1 week
Initial Migration	Pantheon	Approximately 1 week
User Acceptance Testing	Pantheon and Subscriber	Approximately 2 weeks



Launch Planning	Pantheon and Subscriber	Approximately 1 week
Launch / Post Launch	Pantheon and Subscriber	48 hours

\*Migration timelines will be affected by additional complexities. For instance, 1-2 additional weeks per secure integration, Advanced CDN configuration, or custom application engagements will be necessary. For 2-5 sites, allow an additional 2 weeks. Add approximately 2 weeks for each additional 5 sites.

C. Adjustments to Project Scope. This SOW shall include the following adjustments to the Professional Services. Except as specifically set out below, Pantheon shall not be responsible for any additional activities except as set out in the standard Pantheon Professional Services SOW.

1. None, unless otherwise specified.

D. Deliverables. Except as specifically set out below, this SOW does not include any specific Deliverables, which are defined as the tangible work product of the Professional Services performed by Pantheon on behalf of Subscriber under this SOW.

1. None, unless otherwise specified.

E. Any known issues or limitations. Pantheon and Subscriber have identified the following issues or limitations during the course of the kick-off meeting as specified below. Any other material issues or limitations shall result in a separate signed written SOW between the parties.

#### **Statement of Work - Advanced Global CDN**

**Purpose:** Pantheon will perform the Professional Services described in this Statement of Work (“SOW”), which may include consultation, configuration, customization, and support for Advanced Global Content Delivery Network (“AGCDN”) services. This SOW and the Agreement constitute the Parties’ complete agreement regarding the Professional Services for AGCDN and other matters addressed in this SOW.

**A. Pantheon Scope.** All terms not defined in this statement of work (“SOW”) shall have the meaning ascribed to them in the Order Form. Subscriber and Pantheon hereby add the following activities to be performed by Pantheon pursuant to the Order Form (“Professional Services”):

1. Pantheon will provide AGCDN services as listed in **Attachment A - “AGCDN Services within Scope”** to this SOW as confirmed through the kick-off meeting. Any sites not listed in **Attachment A** or otherwise exceeding the number of sites specified in the Order Form requiring migration hereunder shall require a Change Order and additional scoping.
2. AGCDN Services included in **Attachment A** shall consist of:
  - a. Initial kick-off meeting as scheduled by Pantheon with Subscriber to confirm timeline, deliverables, project team, and project scope in the format set out in **Attachment B - “Project Requirements”** to this SOW;
  - a. Customization or configuration of AGCDN based on Attachment A.



**B. Exclusions.** AGCDN Services included in **Attachment A** are on an as-is basis, except as set out in Section A.2 above. The following activities are expressly excluded from Professional Services under this SOW:

1. Updates to the core and contrib modules/plugins of Drupal and WordPress;
2. Site Migration from Subscriber's current sites to Pantheon Services; and
3. AGCDN Services that are not in scope, as specified in Attachment A.

**C. Subscriber Responsibilities.** Subscriber shall actively participate in the following manner:

1. Join and participate in the dedicated AGCDN support channel that will be provided in Pantheon's slack instance;
2. Provide Pantheon AGCDN team with necessary access to current host or to code, database, and files;
3. Perform any user acceptance testing within the timeline specified in Attachment B;
4. Perform DNS cutover within the timeline specified in Attachment B.

**Attachment A - AGCDN Services within Scope**

*To be completed at the kick-off meeting by Pantheon*

The services specified below are within scope (and also indicated in the applicable Order Form) for purposes of this SOW:

Within Scope?	AGCDN SERVICES
Yes/No	
	Image Optimization (IO)
	Geo Block or Allow Listing
	IP Block or Allow Listing
	Non-Pantheon Origins
	Custom Rewrites
	URL Redirects
	Non SSL
	Domain Masking
	Custom TLS Certificates



	Web Application Firewall (WAF)
	Rate Limiting
	Others:
	Others:
	Others:

#### **Attachment B - Project Requirements**

*To be completed at the kick-off meeting by Pantheon*

1. **Pantheon Team.** Pantheon will make available resources to provide the Professional Services described in this SOW, which may include consultation and configuration.
2. **Timeline.** The estimated timeline for the Professional Services below is subject to Subscriber's availability and requirements for the Professional Services remaining unchanged from the kick-off meeting. Pantheon Professional Services shall not exceed the scope specified in this SOW without a subsequent signed written amendment and adjustment to the Fees.

#### **Process Overview**

*[Pantheon to maintain updates here starting with the kick-off meeting]*

Process Overview	Owner (Pantheon vs. Subscriber)	Start Date and Duration*
AGCDN Kickoff	Pantheon and Subscriber	1 - 1.5 hours
Information Collection	Subscriber	Approximately 1 week
Initial Configuration or Customization	Pantheon	Approximately 3 weeks
User Acceptance Testing	Pantheon and Subscriber	Approximately 2 weeks
Launch Planning	Pantheon and Subscriber	Approximately 1 week
Launch** / Post Launch	Pantheon and Subscriber	48 hours

\*Timelines will be affected by additional complexities or availability of resources.



\*\*If the Subscriber would need Pantheon Team to provide support and monitoring during Launch, the date(s) and time for Launch shall be agreed by the Parties and will be scheduled between Monday to Thursday 12am to 5pm Eastern Standard Time.

1. **Deemed Acceptance.** Subscriber will be deemed to have accepted the AGCDN Services if Subscriber fails to notify Pantheon in writing prior to the end of the User Acceptance Testing Period that it has passed or failed its User Acceptance Tests.
2. **Adjustments to Project Scope.** This SOW shall include the following adjustments to the Professional Services. Except as specifically set out below, Pantheon shall not be responsible for any additional activities except as set out in the standard Pantheon Professional Services SOW.
3. None, unless otherwise specified.
4. **Deliverables.** Except as specifically set out below, this SOW does not include any specific Deliverables, which are defined as the tangible work product of the Professional Services performed by Pantheon on behalf of Subscriber under this SOW.
  - a. None, unless otherwise specified.
5. **Change Management.** Pantheon shall provide 4 hours of change management per quarter, scheduled between Mondays to Fridays, 9am to 5pm Eastern Standard time. Change Management usage is not applicable for new feature development, front end work, or other tasks generally reserved for normal support services. Change Management usage requested in excess of 4 hours shall be billed according to Pantheon's Professional Services rates. Unused hours shall automatically expire at the end of each quarter.
  - a. **New Features.** Subscriber can request new features at no additional charge. "New Features" is defined as a service not scoped in Attachment A and would take more than the Subscriber's balance of Change Management hours in the current quarter. New Features will require a new Statement of Work between the parties.
6. **Any known issues or limitations.** Pantheon and Subscriber have identified the following issues or limitations during the course of the kick-off meeting as specified below. Any other material issues or limitations shall result in a separate signed written SOW between the parties.

## **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](mailto: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](mailto: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 Information 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:
<p>Signed by:</p> <p>By:  Sameer Kazi 0BF0765973054B7...</p>	By:
Name: Sameer Kazi	Name:
Title: CEO	Title:
Date: 2025-11-24   10:37:37 PST	Date:





## Pantheon Acceptable Use Policy

(Updated on February 16, 2024)

This Acceptable Use Policy ("AUP") applies to any use of the services provided by Pantheon Systems, Inc. ("Pantheon," "we," "us," or "our") to you the user ("Subscriber" or "you"). Subscriber has separately entered a services agreement ("Agreement") with Pantheon, and this AUP is deemed "Supplemental Terms" within the meaning of the Agreement. These Supplemental Terms take effect on the earlier of (i) the last date a party signs, (ii) when you click an "Accept" button or (iii) by your use of any of the Services (the "Effective Date"). All capitalized terms are as defined in the Agreement except as set out herein. If you suspect or have knowledge of any activity in violation of this AUP or the Agreement, please promptly report such matters to [abuse@pantheon.io](mailto:abuse@pantheon.io).

### 1. Guiding Principles

The framework for developing this AUP is to both comply with local laws and regulations as well as aspire to the objectives in the [United Nations Sustainable Development Goals](#) ("UNSDG") and [United Nations Guiding Principles on Business and Human Rights](#) ("UNBHR").

As ratified by 194 countries around the globe, the UNBHR principles require that businesses:

- (a) Avoid causing or contributing to adverse human rights impacts through their own activities, and address such impacts when they occur; and
- (b) Seek to prevent or mitigate adverse human rights impacts that are directly linked to their operations, products or services by their business relationships, even if they have not contributed to those impacts.

Furthermore:

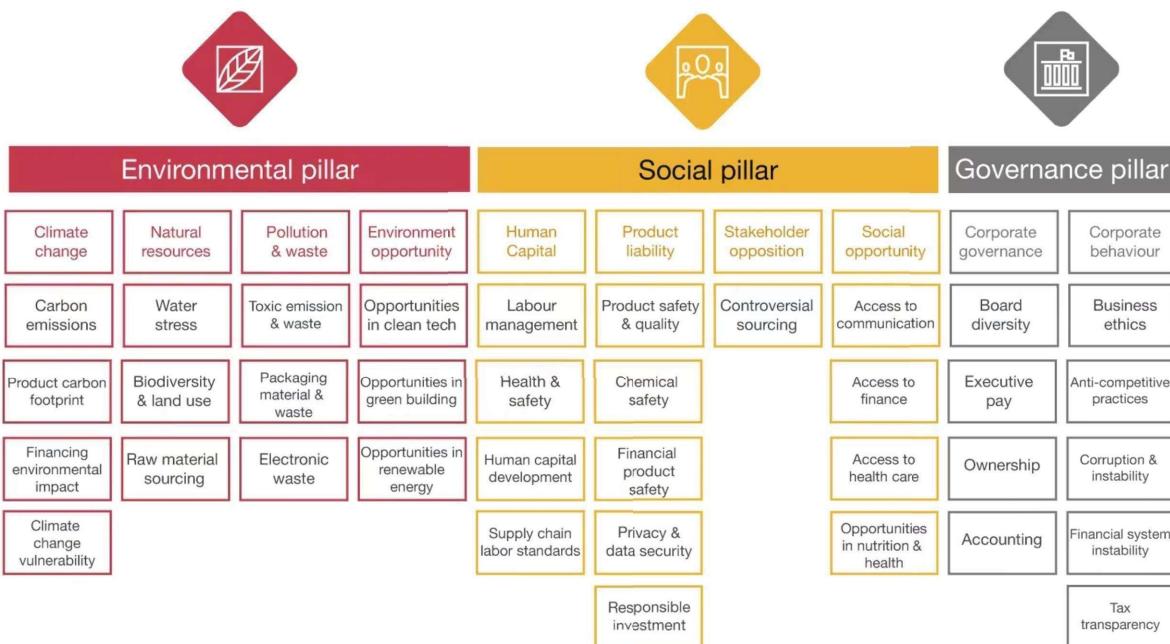
(It is) the responsibility of business enterprises to respect human rights refers to internationally recognized human rights – understood, at a minimum, as those expressed in the International Bill of Human Rights and the principles concerning fundamental rights set out in the International Labour Organization's Declaration on Fundamental Principles and Rights at Work.

The [UN Universal Declaration of Human Rights](#) includes, among others:

Everyone is entitled to all the rights and freedoms set forth in this Declaration, without distinction of any kind, such as race, colour, sex, language, religion, political or other opinion, national or social origin, property, birth or other status. Furthermore, no distinction shall be made on the basis of the political, jurisdictional or international status of the country or territory to which a person belongs, whether it be independent, trust, non-self-governing or under any other limitation of sovereignty.

Regarding personal liberties and freedoms, our guiding principles include [UN World Health Organization's Human Rights](#), which includes the "freedoms ... to control one's health and body ... and to be free from interference."

Finally, this AUP provides a strong foundation toward a future environmental, social, and governance ("ESG") policy. This standard reflects what we as a business need to be doing to address several areas, including climate change, health & safety, human capital, social opportunity, and business ethics, among others.



## 2. Customer Expectations

You agree that you will:

- Comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, anti-spam laws, export control laws, tax laws, and regulatory requirements;
- Provide accurate contact information to us and keep it updated;
- Use the Services in a professional manner;
- Be at least 13 years of age, or 16 years of age if you are an individual within the European Union, or of the legal age in your jurisdiction, and
- Possess the legal authority, right, and freedom to enter into a binding agreement for yourself or on behalf of the person, organization, or entity you represent.

## 3. Prohibited Use and Activities

You agree that you will NOT use the Services for:

- Unauthorized Access.** Provide or permit access to the Services other than by the authorized End User, or attempt to breach Pantheon's security or authentication measures, whether by passive or intrusive techniques or otherwise remove or circumvent any form of protection designed to prevent or inhibit unauthorized use or copying of the Services (i.e., using the Services to harm Pantheon);
- Competing with Pantheon.** Reverse engineer, copy or replicate code, or otherwise use, mimic, publish, compete, or substitute for the Services or any part thereof;
- Embargoed or Sanctioned Activities.** This includes any organization on a sanctions list, including but not limited to the U.S. Specially Designated Nationals and Blocked Persons List, including organizations that have a 50% or more, directly or indirectly and in aggregate, ownership by a sanctioned party;
- Export Controlled Data.** Process or store any data that is export controlled under International Traffic Arms Regulations or otherwise controlled by the U.S. Department of Commerce, except with the appropriate authorizations and licenses;

- e) **Nuclear, Air Traffic Control, or Life Support systems.** Operate nuclear facilities, air traffic control, or life support systems, or other uses where the use or failure of the Services could lead to death, personal injury, or environmental damage;
- f) **Telecom Services.** Operate or enable any telecommunications service or allow End Users to place calls or to receive calls from any public switched telephone network;
- g) **Malware.** Introduce any computer programming routine, robot, spider, or other automatic device, program, script, algorithm, methodology, or engine that is intended to access, acquire, copy, monitor, damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, materials, documents, services, or information on Pantheon, its customers, or third parties;
- h) **Phishing.** Using the Services to acquire sensitive data through a fraudulent email or website;
- i) **Spam.** Sending bulk emails, texts, or messages to parties that you're not authorized to communicate with;
- j) **Benchmark Testing or Monitoring.** Publish any performance or benchmark tests or analyses relating to the Services, or the use thereof, without our prior authorization;
- k) **Highly Secure Data.** Use the Services to process or store Restricted Data as set out in the Agreement and in all cases requiring a standard of protection more stringent or specific than reasonable technical, physical, and procedural safeguards against disclosure;
- l) **Disrupting Pantheon's Products & Operations.** Attempt to interrupt service to any site or degrade Pantheon itself through denial of service or any other means; or
- m) **Crypto Mining.** Creating, or attempting to create, cryptocurrencies, including through the validation of cryptocurrency transactions or generating security hashes.

## 4. Prohibited Customers

Companies, entities, organizations, groups, or others (“organization”) are prohibited from using Pantheon’s Services if the organization is primarily focused on, engaged in, or supporting:

<ul style="list-style-type: none"><li>● <b>Criminal behavior and activity</b></li><li>● <b>Organized hate</b></li><li>● <b>Voter fraud or disinformation</b></li></ul>	<ul style="list-style-type: none"><li>● <b>Climate change disinformation</b></li><li>● <b>Fake news organizations</b></li><li>● <b>A combination of the above</b></li></ul>
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As organizations may change or evolve over time, this test is based on activities and actions over the past 5 years. No organization or individual is exempt from these standards regardless of position or public office. Should a customer fail these standards, you will either not be offered a contract, or, if you are a customer, be given a reasonable period to migrate your site to another provider.

Decisions on whether a site is prohibited will be made at the primary domain level (e.g., university.edu rather than lawschool.university.edu/professor\_opinion), and we will review both the content on the site as well as information from external sources (e.g., social media, speaking engagements, events, legal filings/cases, etc.).

## 5. Prohibited Content

Customers are prohibited from including content on your site that is:

<ul style="list-style-type: none"><li>● <b>Risk to personal or public safety</b></li><li>● <b>Personal harm</b></li><li>● <b>Violent, graphic or sexual content</b></li></ul>	<ul style="list-style-type: none"><li>● <b>Impersonating people, groups, or entities</b></li><li>● <b>Theft or misuse of intellectual property</b></li></ul>
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## 6. Criminal Behavior and Activity

Criminal organization is defined as any person, organization, entity, group, or other association who, as evidenced by its content or actions, is primarily engaged in:

- Engaged in or threatens to engage in criminal activity;
- Promoting or publicizing violent crime, theft, and/or fraud;
- Depicting criminal activity or admit to crimes they or their associates have committed;
- Facilitating or coordinating future criminal activity, including acts of physical harm against people;
- Sites that praise any of the above organizations or individuals or any acts committed by them.

We do allow people to debate or advocate for the legality of criminalizing activities, address them in a rhetorical or satirical way, or draw attention to harmful activity, including crimes they've witnessed or experienced.

## 7. Organized Hate

A hate organization is defined as any person, organization, entity, group, or other association who, as evidenced by its content or actions, is primarily or substantially engaged in:

- Attacking, restricting, subjugating, marginalizing, or otherwise bringing harm to individuals based on characteristics, including race, religious affiliation, nationality, ethnicity, gender, sex, sexual orientation, serious disease or disability, or other criteria as defined as fundamental human rights by the United Nations;
- Restricting human rights as defined in the guiding principles;
- Engaging in hate speech, which we define as a direct attack in violent or dehumanizing speech, statements of inferiority, or calls for exclusion or segregation of people based on protected characteristics as defined in the United Nations guiding principles, such as race, ethnicity, national origin, religious affiliation, sexual orientation, caste, sex, gender, gender identity, serious disease or disability, or immigration status or
- A site that praises or supports the above organizations or individuals or any acts committed by them.

We consult third party trusted resources and groups to help us identify hate groups and keep hateful material off our platform. These include but are not limited to hate groups identified by:

- [Southern Poverty Law Center](#)
- [Anti-Defamation League](#)
- [Canadian Anti-Hate Network](#)

In addition to the analysis of the organization's content and external activities, as discussed in Section 4 above, we will also look for indicators of [hate symbols](#) as identified by the Anti-Defamation League.

We do allow humor and social commentary related to these topics. In addition, we believe that people are more responsible when they share this kind of commentary using their authentic identity.

## 8. Voter Fraud or Disinformation

Voter fraud and disinformation sites are defined as any person, organization, entity, group, or other association who, as evidenced by its content or actions, is primarily or substantially engaged in:

- Voter suppression, defined as misrepresentation of the dates, locations, and times, and methods for voting, voter registration, or the unsubstantiated fairness or accuracy of elections;
- Misrepresentation of who can vote, qualifications for voting, whether a vote will be counted, and what information and/or materials must be provided to vote;

- Promoting conspiracy theories to undermine confidence in election results;
- Convicted of or settled lawsuits for voter fraud or other voter disinformation identified here;
- Supporting the actions of January 6, 2020, insurrectionists; or
- Other misrepresentations related to voting in an official election.

## 9. Climate Change Disinformation

Climate change disinformation sites are defined as any person, organization, entity, group, or other association who, as evidenced by its content or actions, is primarily or substantially engaged in:

- Denying the existence of current climate change;
- Undermining and questioning the scientific consensus of climate change;
- Highlighting scientific uncertainty and demanding certainty as a condition for climate action;
- Attacking individual scientists to undermine their credibility;
- Undermining institutions generally, such as peer review;
- Denying the cause of current climate change from human actions and the burning of fossil fuels;
- Projecting pseudoscientific alternatives; or
- Other misrepresentations or disinformation related to climate change.

Evidence of this includes, but is not limited to, being on Greenpeace's [Client Denial Front Groups](#), the [Energy and Policy Institute's Front Group](#) list, [Public Citizen's](#) list of climate deniers or disinformation groups, or being on the [Toxic Ten List](#) of climate change denial by the Center for Countering Digital Hate.

## 10. Fake News Organizations

We understand that policies such as these can be leveraged by groups opposing journalists and legitimate news organizations, even when their reporting is generally accurate and fact-based but reflects a healthy tension or debate on a topic. To ensure no chilling effect to a free press, journalistic efforts are exempted from the considerations outlined in this policy. Legitimate news organizations can cover any topic they deem newsworthy. We will not interfere with their editorial independence.

However, Fake News Organizations are Prohibited Customers. For this purpose, an organization will be deemed a Fake News Organization if it:

- Is listed on the [Media Bias / Fact Check \(MBFC\) Questionable Sources](#) list
- Is listed on the [MBFC Conspiracy-Pseudoscience](#) list and
  - Has a MBFC Credibility Rating of Low or Very Low, or
  - Has a MBFC Factual Reporting rating of Low or Very Low, or
  - Has a MBFC Conspiracy level of Strong or higher, or
  - Has a MBFC Pseudoscience level of Strong or higher, or
  - Is noted in the MBFC analysis as a Questionable Source or is noted in the Questionable Reasoning section as promoting some combination of the following:
    - Propaganda
    - Conspiracy theories
    - Pseudoscience (excluding "Mild Pseudoscience")
    - The use of poor or inferior sources
    - Unproven claims
    - Numerous false claims or
    - Numerous failed fact checks (excluding "Mixed" sources)
- Within the last ten years, has been convicted of or settled lawsuits with an award or damage of more than \$25 million related to any of the criteria for a Prohibited Organization or a Fake News Organization.

If information about a possible news organization is unavailable on MBFC, MBFC stops regularly updating the site, or MBFC significantly changes its classifications or reporting, the organization will be evaluated using similar criteria to those listed above including whether the site contains some combination of the following:

- o Propaganda
- o Conspiracy theories
- o Pseudoscience
- o The use of poor or inferior sources
- o Unproven claims
- o Numerous false claims or
- o Numerous failed fact checks

## 11. Risk to Personal or Public Safety

We aim to prevent potential real-world harm that may be related to sites or content hosted on Pantheon. We understand that people commonly express disdain or disagreement by threatening or calling for violence in facetious and non-serious ways. That's why we try to consider the language, context, and details to distinguish casual statements from content on sites that constitute a credible threat to public or personal safety. In determining whether a threat is credible, we may also consider additional information like a targeted person's public visibility and vulnerability. We will disable accounts, remove content, and/or work with law enforcement when we believe there is a genuine risk of physical harm or direct threats to public safety, including but not limited to the following threats:

- Credible statements of intent to commit violence against any person, groups of people, or place. We assess credibility based upon the information available to us and generally consider statements credible if the following are present:
  - o A target (person, group of people, or place) and
  - o Bounty/demand for payment, or o Mention or image of specific weapon, or
  - o Sales offer or ask to purchase weapon, or o Spelled-out address or named building, or
  - o A target and two or more of the following details (can be two of the same detail):
    - Location
    - Timing
    - Method
  - o Any statement of intent to commit violence against a vulnerable person (identified by name, title, image, or other reference) or vulnerable group, including (but not limited to) heads-of-state, witnesses and confidential informants, activists, journalists, and other vulnerable groups identified by the United Nations Universal Declaration on Human Rights
  - o Calls for violence or statements advocating violence against the following targets (identified by name, title, image, or other reference)
    - Any vulnerable person or group including (but not limited to) heads of state, national elected officials, witnesses and confidential informants, activists, and journalists
    - Public individuals, if credible as defined above
    - Groups of people or unnamed specific person(s), if credible
    - Places, if credible
    - If no target is specified, a symbol of the target or a visual of weapons is included o
  - o Aspirational and conditional statements of violence against
    - Any vulnerable groups
    - Public individuals, if credible (unless the individual is convicted of certain crimes or is a member of a dangerous organization)
    - Vulnerable person(s), if credible
    - Groups of people or unnamed specific person(s), if credible
    - Places, if credible
- Instructions on how to make or use weapons if the goal is to injure or kill people as may be evident from:

- Language explicitly stating that goal, or
- Imagery that shows or simulates the end result (serious injury or death) as part of the instruction
- The exception for the above is if there is clear context that the content is for an alternative purpose (for example, shared as part of recreational self-defense activities, training by a country's military, commercial video games, or news coverage):
- Instructions on how to make or use explosives, unless there is clear context that the content is for a nonviolent purpose (for example, clear scientific/educational purpose use or fireworks)
- Any content containing statements of intent, calls for action, representation, support or advocating for violence due to voting, voter registration, or the outcome of an election
- Misinformation that contributes to imminent violence or physical harm

## 12. Personal Harm

People need to feel safe to build community. We are committed to removing content that encourages real-world harm including, but not limited to, the following:

### **Suicide and self-injury**

To promote a safe environment on Pantheon, we remove content that encourages suicide or self-injury, including depictions that might lead others to engage in similar behavior. Self-injury is defined as the intentional and direct injuring of the body, including self-mutilation, and eating disorders.

We remove any content that identifies and negatively targets victims or survivors of self-injury or suicide seriously, humorously, or rhetorically. People can, however, share information about self-injury and suicide to draw attention to the issue and allow for discussion so long as they do not promote or encourage self-injury or suicide.

### **Public outing**

Any content created for the express purpose of:

- Outing an individual as a member of a designated and recognizable at-risk group as defined by the United Nations in our guiding principles; or
- Exposing vulnerable individuals' identities without their permission.

### **Sexual exploitation of adults**

We recognize the importance of Pantheon as a place to discuss and draw attention to sexual violence and exploitation. We believe this is an important part of building common understanding and community. To create space for this conversation while promoting a safe environment, we remove content that depicts, threatens, or promotes sexual violence, sexual assault, or sexual exploitation, while also allowing space for victims to share their experiences. We remove content that displays, advocates for, or coordinates sexual acts with non-consenting parties or commercial sexual services, such as prostitution and escort services. We do this to avoid facilitating transactions that may involve trafficking, coercion, and non-consensual sexual acts.

### **Harassment**

We do not tolerate harassment on Pantheon. We want people to feel safe to engage and connect with their community. Our harassment policy applies to both public and private individuals because we want to prevent unwanted or malicious contact on the platform. Context and intent matter, and we allow people to share content if something was shared to condemn or draw attention to harassment.

## 13. Violent, Graphic or Sexual Content

We remove content that glorifies violence or celebrates the suffering or humiliation of others because it may create an environment that discourages participation. We allow graphic content (with some limitations) to help people raise awareness about issues. We know that people value the ability to discuss important issues like human rights abuses or acts of terrorism. We also know that people have different sensitivities regarding graphic and violent content. Do not post imagery of violence committed against real people or animals with comments or captions by the poster that contain:

- Enjoyment of or pleasure from suffering or humiliation
- Remarks that speak positively of the violence; or
- Videos of dying, wounded, or dead people if they contain
  - Dismemberment unless in a medical setting
  - Visible internal organs
  - Charred or burning people
  - Victims of cannibalism
- Videos that show child abuse, which is defined as
  - Repeated kicking, beating, slapping, or stepping on by an adult or animal
  - Strangling or suffocating by an adult or animal
  - Drowning by an adult or animal
  - Biting through skin by an adult or animal
  - Poisoning by an adult
  - Forcible restraint by an adult
  - Inflicting of burn or cut wounds by an adult
  - Forcible smoking
  - Tossing, rotating, or shaking of an infant (too young to stand) by their limbs or neck

Pantheon does not allow sites with videos or images that contain explicit depictions of nudity or sexual acts (in most cases), nor do we allow videos that seem primarily focused on sexual stimulation. Sexually explicit content like pornography is not allowed. In most cases, violent, graphic, or humiliating fetishes are not allowed. We also don't allow videos designed to advertise goods and services of an erotic nature.

Of course, Pantheon respects creative expression above all else. That's why we allow depictions of nudity and sexuality that serve a clear creative, artistic, aesthetic, or narrative purpose, as well as non-sexual nudity, including naturalistic and documentary depictions of human bodies.

## 14. Impersonating People, Groups or Entities

Pantheon prohibits the impersonation of others by:

- Using their images with the explicit aim to deceive people
- Creating a site assuming the persona of or speaking for another person or entity
- Posting imagery that is likely to deceive the public as to the content's origin, if:
  - The entity or an authorized representative, objects to the content, and
  - Can establish a risk of harm to members of the public.
- Engage in inauthentic behavior, which includes creating, managing, or otherwise perpetuating
  - Fake sites, brands, personalities, businesses, or people
  - Mislead people about the origin of content
  - Mislead people about the destination of links on the site (for example, providing a display URL that does not match the destination URL)
  - Mislead people to encourage shares, likes, or clicks

We do allow humor, satire, and social commentary related to these topics. In addition, we believe that people are more responsible when they share this kind of commentary using their authentic identity.

## **15. Theft or Misuse of Intellectual Property**

Pantheon takes intellectual property rights seriously and believes they are important to promoting expression, creativity, and innovation in our community. You must own or license the content and information on your website. We ask that you respect other people's copyrights, trademarks, and other legal rights. We are committed to helping people and organizations promote and protect their intellectual property rights. Pantheon's Terms and Conditions do not allow people to use content on their site that violates someone else's intellectual property rights, including copyright and trademark.

Upon receipt of a report from a rights holder or an authorized representative, we will remove or restrict content that engages in copyright or trademark infringement.

## **16. Internal Review and Remediation**

Notifications of potential AUP violations, including emails sent to [abuse@pantheon.io](mailto:abuse@pantheon.io), will be first reviewed by the head of Customer Success Engineering, who will investigate the complaint. This research and information will be compared to this policy to decide whether the site complies with this AUP. If there is uncertainty, or if a decision is appealed, this will then be escalated to the company's General Counsel.

Content that is deemed to be Prohibited Content will be removed as soon as possible.

Sites that meet the criteria of Prohibited Customers and are existing customers, whether directly or through a partner, will be immediately notified of the need to find an alternate provider. We commit to giving any customer affected by this policy a reasonable period to migrate to another provider and, if appropriate, a prorated refund of prepaid fees. If you do not migrate off the platform within the specified period, we have the right to terminate the Agreement and all related hosting with no further liability.

Potential customers that meet the criteria of Prohibited Customers will not be offered a contract.

## **17. General Terms**

If a court with authority over this AUP finds any part of it unenforceable, you and we agree that the court should modify the terms to make that part enforceable while still achieving its intent. If the court cannot do that, you and we agree to ask the court to remove that unenforceable part and still enforce the rest of this AUP.

This version of the AUP supersedes all prior versions.

You agree that the only way to provide us legal notice regarding this AUP is at the email addresses provided in Section 16 and as stated in the Agreement.