TERMS OF USE FOR THE ODYSSEY DIGITAL AUTOMATION PLATFORM™ AVAILABLE ON AWS MARKETPLACE TO AWS ACCOUNT HOLDERS (these "Terms of Use")

IMPORTANT: READ CAREFULLY. THE RIGHT TO ACCESS AND USE ALL OR A PORTION OF THE ODYSSEY DIGITAL AUTOMATION PLATFORM™ BY BUSINESS, GOVERNMENTAL, AND OTHER LEGAL ENTITIES IS SUBJECT TO AND CONDITIONED ON ACCEPTANCE OF, AND AGREEMENT TO THESE TERMS OF USE. THE ODYSSEY DIGITAL AUTOMATION PLATFORM™ (Odyssey)IS NOT AVAILABLE FOR PERSONAL USE, HOME USE, AND/OR CONSUMER USE. Any additional, conflicting, or different terms or conditions proposed by CUSTOMER in any CUSTOMER-issued document (such as an Order), are hereby rejected by Pantheon, Inco and excluded herefrom.

Trial and Paid Use Services: Odyssey services and associated platform is made available by Pantheon, Inc. from time-to-time on the AWS Marketplace to AWS Account holders, but Odyssey is not available or sold for personal use, home use, and/or consumer use by any person

Effective Date: 3 January 2022

CUSTOMER IS ORDERING OR HAS ORDERED ODYSSEY THROUGH CUSTOMER'S AWS ACCOUNT AND CUSTOMER UNDERSTANDS AND ACCEPTS THAT CUSTOMER'S AGREEMENT TO THESE TERMS OF USE IS A PREREQUISITE TO AND A CONDITION OF SUCH ORDER. BY CUSTOMER: (1) ORDERING FROM THE AWS MARKETPLACE; (2) CAUSING PANTHEON, INC. TO REGISTER, PROVISION, OR DEPLOY; AND/OR (3) ACCESSING OR USING AN ODYSSEY SOLUTION, CUSTOMER AGREES THAT ANY SUCH ACTION CONSTITUTES:

1. CUSTOMER'S ACKNOWLEDGEMENT THAT IT HAS HAD THE OPPORTUNITY TO READ AND REVIEW THESE TERMS OF USE,
2. CUSTOMER'S ACCEPTANCE AND AGREEMENT TO THESE TERMS OF USE FOR ODYSSEY AND ODYSSEY SOLUTIONS,
3. CUSTOMER'S ONGOING REPRESENTATION AND WARRANTY TO PANTHEON, INC. THAT CUSTOMER MEETS, AND AT ALL TIMES WILL COMPLY WITH, ALL OF THE TERMS, CONDITIONS, AND REQUIREMENTS SET FORTH IN THESE TERMS OF USE, AND
4. CUSTOMER'S REPRESENTATION AND WARRANTY TO PANTHOEN, INC.THAT CUSTOMER'S REPRESENTATIVE ACTING ON ITS BEHALF IS AUTHORIZED TO AND DOES POSSESS THE AUTHORITY TO ACCEPT, AGREE, AND BIND CUSTOMER TO THESE TERMS OF USE.

CUSTOMER AGREES THAT WRITTEN APPROVAL IS NOT A PREREQUISITE TO THE VALIDITY OR ENFORCEABILITY OF THESE TERMS OF USE AND NO SOLICITATION OF ANY SUCH WRITTEN APPROVAL SHALL BE CONSTRUED AS AN INFERENCE TO THE CONTRARY. AGREED DEFINITIONS USED IN THESE TERMS OF USE ARE IN SECTION 1 BELOW.

1. DEFINITIONS

"AWS" means Amazon Web Services, Inc.

"AWS Account" means Customer's active account on the AWS Marketplace.

"AWS Marketplace" means the software/service marketplace operated by AWS located at https://aws.amazon.com/marketplace, as it may be updated from time-to-time by AWS.

"AWS Service" means the cloud computing platform/infrastructure hosting service offered by AWS.

"AWS Terms and Policies" means all of the AWS Marketplace terms, conditions, restrictions, and policies (if and only to the extent there are any) that may be applicable to Customer in connection with an Order hereunder.

"Binary Code" shall mean the binary machine-readable version of the Software.

"Customer" refers to a business/government entity that: (a) has and maintains a current AWS Account has Ordered one or more Odyssey Solutions through such AWS account; (b) has agreed to these Terms of Use with respect to such Odyssey Solution(s); and (c) accesses, uses, and/or receives the benefit of such Odyssey Solutions.

"Documentation" shall mean any technical guides provided by Pantheon, including, but not limited to, the Odyssey Users Guide, the Odyssey Master Installation Guide, and the Odyssey Task Agent Reference Manual.

"Odyssey Server" shall mean those components of the Software that are specified as server software.

"Odyssey System Agent" shall mean any component of the Software that is specified as a System Agent.

"Odyssey Task Agent" shall mean any component of the Software that is specified as a Task Agent.

"Pantheon" shall mean Pantheon Incorporated or one of its subsidiaries.

"Product" shall mean an unmodified, generally available computer software program listed on the Pantheon price list identified on a Customer order that is accepted by Pantheon. Product also includes any Documentation accompanying such Product.

"Site" shall mean a Customer's computer facility located in one specific geographic location.

"Software" shall mean the binary form version of the programs including any other machine readable materials (including, but not limited to, libraries, source files, header files, and data files), Customer specified enhancements as identified in each particular order accepted by Pantheon, any updates, error corrections, and Documentation provided by Pantheon under this Agreement.

"Technical Support Services" shall mean the maintenance and support services provided under Pantheon's Technical Support Services Program in effect on the date such services are ordered by Customer.

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3. LICENSE

3.1 Subject to the provisions of this Agreement and the timely payment of all applicable fees, Pantheon grants to Customer and Customer accepts a limited, nonexclusive, non-transferable, license to use the Software in Binary Code for Customer's internal business purposes. Customer may:

a. use the Odyssey Server only on the Central Processing Units ("CPUs") set forth in each particular order accepted by Pantheon;

b. use the Odyssey System Agent to the level set forth in each particular order accepted by Pantheon;

c. use the Odyssey Task Agent to the level set forth in each particular order accepted by Pantheon.

Customer will ensure that anyone who uses the Software (accessed either locally or remotely) does so only for Customer's authorized use and complies with the terms of this Agreement.

3.2 Customer's use of the Software shall be subject to the additional following restrictions:

a. Customer shall not use, copy, modify, or distribute the Software except as provided in this Agreement;

b. Customer shall not and shall not allow any third party to translate, reverse engineer, decompile, recompile, update or modify all or any part of the Software or merge the Software into any other software;

c. Customer shall not rent or lease the Software;

d. Customer shall not upload, post, publish or create derivative works of the Software;

e. if the Customer acquires the Software as a Software update, after the update is installed, Customer may not use the Software from which Customer updated;

f. Customer shall not provide access to the Software to anyone other than those employees of Customer who need to know and who are legally bound by obligations of confidentiality to Pantheon;

g. Customer shall not remove any copyright notices and other proprietary legends appearing on Software; and

h. Customer shall not use any knowledge gained in the use of the Software to create, or otherwise cause to be created, any software having a similar purpose to the Software.

3.3 Except as expressly provided in this Agreement, no license under any patents, copyrights, trademarks, trade secrets or any other intellectual property rights, express or implied, are granted by Pantheon to Customer under this Agreement.

3.4 All patents, copyrights, trade secrets and any other intellectual property rights in or related to the Software are and will remain the exclusive property of Pantheon, whether or not specifically recognized or perfected under the laws of the jurisdiction in which the Software is used or licensed. Customer will not take any action that jeopardizes Pantheon's intellectual property rights or acquire any right in the Software, or Pantheon's Confidential Information, as defined in Section 11 herein below. Pantheon shall have a royalty-free worldwide, perpetual license to use, exploit and incorporate into the Software free of any confidentiality restrictions any suggestions, ideas, enhancement requests, feedback, recommendations or other information Customer or its users may provide with respect to the Software. Pantheon shall own all rights, title, and interest in and to any version of the Software that incorporates such suggestions, ideas, enhancement requests, feedback, recommendations or other information from Customer or its users.

3.5 The Software will be considered accepted upon delivery. In the event that there are multiple Sites, acceptance of the Software, or any part thereof, at the first such delivery shall constitute acceptance at all subsequent Sites.

4. TERM OF AGREEMENT

Term; Auto-Renewal. The Terms of Use and Company's right to access and use of a specific Odyssey Solution will become effective as of the date of the Order thereto is accepted by AWS and the purchased Odyssey Solution is made available to the Customer and shall continue in

effect thereafter: (a) if such Odyssey Solution is sold under the SaaS Subscription pricing model, until cancelled by Company as permitted by AWS Terms and Policies; or (b) if such Odyssey Solution is sold under the SaaS Contract pricing model, until the purchased term expires (for each Odyssey Solution purchased hereunder, the "Term"), subject always to earlier termination by either Party of an Odyssey Solution in accordance with Section 4 and 5, the Terms of Use, and/or any AWS Terms and Policies. If Customer has selected auto-renewal of an Odyssey Solution if and only where offered by Pantheon, Inc., such renewal will be priced at the fees and on the Terms of Use for the Odyssey Solution then-published on the AWS Marketplace.

5. TERMINATION OF AGREEMENT

Customer may terminate this Agreement at any time upon written notice to Pantheon.   Pantheon may terminate this Agreement, including the license and any Technical Support Services immediately upon written notice to Customer in the event Customer is in breach of this Agreement, including failing to pay fees by the due date.

Upon termination of this Agreement, Customer shall: (1) immediately cease all use of the Software or any related hosting services, (2) uninstall and delete the Software, any copies of the Software, and any modifications or revisions to the Software, (3) return to Pantheon the Software, any revisions to the Software, and all copies thereof in Customer's possession, custody or control, and (4) certify in writing as to such action. Customer agrees to not oppose any claims for injunctive relief made by Pantheon in any court of law or other adjudicative body resulting from Customer's failure to timely terminate use of the Software as described in this Section.

Upon any termination of this Agreement, Customer shall be responsible for paying all fees for the remaining term of the Agreement. In the event termination is initiated by Customer, Customer must pay all remaining fees under the current term of the Agreement at the time of termination. In the event termination is initiated by Pantheon, Customer must pay all remaining fees under the current term of the Agreement within ten business days from the date of termination.

6. OBLIGATIONS THAT SURVIVE TERMINATION

The Customer recognize and agree that their obligations under Sections 3.2, 3.3, 3.4, 5, 6, 8, 11, 12, 13, 19, 22, and 26 of this Agreement survive the cancellation, termination or expiration of this Agreement and any particular order.

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8. TERMS OF PAYMENT

Customer will timely pay to AWS (acting as seller of record for Pantheon, Inc.) the fees then-published by Pantheon, Inc. on the AWS Marketplace (plus any applicable Taxes) for access to and/or use of an Odyssey Solution in accordance with the Ordered Usage Metric and AWS Terms and Policies applicable to the AWS Marketplace. If the Odyssey Solution permits

Customer to exceed the Usage Metric that is purchased by Customer, then Customer agrees to purchase and pay for any excess usage when required on the AWS Marketplace. Invoicing and collection of the fees and any applicable Taxes by AWS is done on behalf of Pantheon, Inc. for its benefit. Except as may be expressly set forth in Sections 4, 5 and 12, the fees Customer pays for access to and use of an Odyssey Solution are nonrefundable except and only to the extent specifically required by the then-published AWS Marketplace refund policy that may be applicable to an Odyssey Solution. Pantheon, Inc. reserves the right to change or modify published fees for each Odyssey Solution in a manner and at such times as Pantheon, Inc. shall determine in its discretion in a manner that not specifically prevented by the then-published AWS policies applicable to AWS Marketplace listings. Except and only to the extent as may be specifically set forth herein, all payment obligations of fees for Odyssey Solutions are non-cancelable and sums paid are non-refundable or otherwise subject to proration.

9. TAXES

There shall be added to the charges provided for in this Agreement amounts equal to any and all applicable taxes, whether federal, state, local, VAT, GST and import tax/duty however designated, that may be validly levied or based upon this Agreement or upon the Software and services furnished hereunder, excluding, however, taxes based on or measured by Pantheon's net income, and any taxes or amounts in lieu thereof paid or payable by Pantheon in respect of the foregoing. Taxes payable by Customer shall be billed as separate items on Pantheon's invoices and are not included in Pantheon's prices.

10. INTENTIONALLY LEFT BLANK

11. CONFIDENTIAL INFORMATION

11.1 "Confidential Information" means any information disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects that a party has designated as "Confidential," "Proprietary" or some similar designation, or information the confidential or proprietary nature of which is reasonably apparent under the circumstances. If a party discloses Confidential Information verbally, it must identify such information as confidential at the time of disclosure. Notwithstanding the foregoing, the Software, Documentation, terms and conditions of this Agreement and any order, and any feedback or results of Customer's use of the Software are Confidential Information of Pantheon.

11.2. Each party's obligations with respect to the Confidential Information of the other party shall not apply to information that: (a) is becomes, through no act or failure to act on the part of the receiving party, generally known or available to the public; (b) is rightfully known by the receiving party at the time of receiving such information as evidenced by its records; (c) is furnished to the receiving party by a third party following the Effective Date, as a matter of right and without restriction on disclosure; (d) is independently developed by the receiving party without any breach of this Agreement; or (e) is the subject of a written permission to disclose provided by the disclosing party.

11.3 Each party shall maintain the other party's Confidential Information in trust and confidence and shall not disclose to any third party without the prior written consent of the other party or use

the other party's Confidential Information for any unauthorized purpose. Each party may use such Confidential Information only to the extent required to accomplish the purposes of this Agreement as set forth herein. Confidential Information shall not be used for any purpose or in any manner that would constitute a violation of any laws or regulations, including the export control laws of the United States. Each party shall use at least the same degree of care it uses to prevent the disclosure of its own confidential information of like importance, which care shall be no less than reasonable care. Each party may disclose the other party's Confidential Information only to its directors, officers, employees, and advisors (each, a "Representative") who have a need to know and each of whom is bound by a written agreement that includes confidentiality obligations consistent with those set forth in this Agreement. Each party shall be responsible for the compliance of each Representative with the terms and conditions of this Agreement. Each party shall promptly notify the other party of any actual or suspected misuse or unauthorized disclosure of the other party's Confidential Information.

11.4   If the receiving party receives a subpoena or other administrative or judicial process requesting Confidential Information of the other party, the receiving party shall notify the disclosing party of such receipt in sufficient time to allow the disclosing party a reasonable opportunity to obtain a protective order. The receiving party may then comply with such subpoena or process to the extent required by law.

11.5   Each party shall return or destroy all Confidential Information of the other party and certify in writing within thirty (30) days as to its return or destruction, upon the earlier of a written request at any time by the other party or the termination or expiration of this Agreement or of all licenses granted under this Agreement.

12. INDEMNIFICATION

12.1 Pantheon shall, at its own expense, defend or at its option settle any third party claim brought against Customer to the extent such claim alleges that the Software provided under this Agreement misappropriates such third party's trade secrets rights or infringes such third party's U.S. copyright or U.S. patent rights issued as of the Effective Date. Pantheon shall pay all damages finally awarded against Customer by a court of competent jurisdiction or an arbitrator, or agreed to in a written settlement agreement signed by Customer. If the Software is, or in Pantheon's opinion might be, held to infringe or misappropriate a third party's intellectual property rights or other proprietary rights, Pantheon may: (i) repair or modify the infringing Software so it is non-infringing, (ii) replace such Software with non-infringing software substantially similar in functionality, or (iii) procure the right for Customer to continue the use of such Software. If (i), (ii) or (iii) are not commercially feasible, Customer shall return the Software to Pantheon and Pantheon shall issue a prorated refund of any fees paid by Customer to Pantheon for such Software for the time period Customer shall no longer have access to the Software. The foregoing provisions of this Section state the entire liability of Pantheon and the sole remedy of Customer with respect to any actual or alleged claim of infringement or misappropriation of intellectual property rights or trade secrets, or any intellectual property non-infringement warranty.

12.2 Pantheon shall have no obligation under this Section to the extent the alleged infringement arises as a result of (1) modifications to the Software made by any party other than Pantheon or

Pantheon's authorized representative; (2) use of the Software in combination with other software or systems Pantheon did not provide, where the misappropriation or infringement would not have occurred but for such combination; (3) use of a superseded or altered release of the Software, if the misappropriation or infringement would have been avoided by the use of a current, unaltered release of the Software; (4) use of the Software other than in accordance with the applicable documentation and this Agreement; or (5) any materials or information Customer provided to Pantheon and under (1)-(5) above Customer shall be solely responsible for, and shall defend and indemnify Pantheon against any such third-party claims based upon such actions. Customer will also defend, indemnify and hold harmless Pantheon from and against all third party claims brought against Pantheon or its affiliates arising or related to Customer's breach of this Agreement, claims or disputes brought by the Customer's End Users arising out of their use of Software, the actual or alleged use of the Software by Customer for anything other than the intended use of the Software or other use in violation of this Agreement. Such indemnification will include all damages and costs awarded, including attorneys' fees, and any cost of settling any suit or proceeding if the settlement is approved by Customer or Customer fails to meet its obligations to defend the suit or proceeding when requested by Pantheon. The indemnification obligations this Section state Customer's entire liability and Pantheon's sole and exclusive remedy for alleged and actual claims by third parties against Pantheon arising out of Customer's use of the Software for anything other than its intended use or other use in violation of this Agreement.

12.3 In the event an indemnification obligation arises under this Agreement, the party entitled to indemnification ("Indemnified Party") will (a) promptly notify the other party (the "Indemnifying Party") in writing after becoming aware of the claim subject to indemnification; (b) allow the Indemnifying Party to assume sole control of the defense of the claim; and (c) provide reasonable cooperation to the Indemnifying Party in defending or settling the claim, at the Indemnifying Party's sole expense; provided, however, that the Indemnified Party's failure to so notify or assist the Indemnifying Party in accordance with this Section shall relieve the Indemnifying Party of any indemnification obligation only to the extent that such failure by the Indemnified Party materially prejudices the Indemnifying Party's ability to defend or settle the claim. In addition, (i) neither party will enter into a settlement or other resolution of the claim that does not include a full release of the other party with respect to all claimants or imposes any liability on the other party; and (ii) the Indemnified Party shall be entitled, at its sole expense, to retain counsel and participate in the defense of settlement of a claim subject to indemnification.

13. LIMITATIONS OF LIABILITY

13.1 IN NO EVENT SHALL PANTHEON BE LIABLE FOR ANY (A) SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, ARISING FROM OR RELATED TO A BREACH OF THIS AGREEMENT OR ANY ORDER OR THE OPERATION OR USE OF THE SOFTWARE, SOFTWARE PRODUCTS AND SERVICES INCLUDING SUCH DAMAGES, WITHOUT LIMITATION, AS DAMAGES ARISING FROM LOSS OF DATA OR PROGRAMMING, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, DAMAGE TO EQUIPMENTEVEN IF PANTHEON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (B) DAMAGES (REGARDLESS OF THEIR NATURE) FOR ANY DELAY OR FAILURE BY PANTHEON TO PERFORM ITS

OBLIGATIONS UNDER THIS AGREEMENT DUE TO ANY CAUSE BEYOND PANTHEON'S REASONABLE CONTROL; OR (C) CLAIMS MADE A SUBJECT OF A LEGAL PROCEEDING AGAINST PANTHEON MORE THAN SIX MONTHS AFTER ANY SUCH CAUSE OF ACTION FIRST AROSE. THE LIMITATIONS AND DISCLAIMER CONTAINED IN THIS SECTION ARE INDEPENDENT OF ANY AGREED REMEDY.

13.2 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, PANTHEON'S CUMULATIVE LIABILITY UNDER THIS AGREEMENT, WHETHER UNDER CONTRACT LAW, TORT LAW, WARRANTY OR OTHERWISE SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE AMOUNTS ACTUALLY RECEIVED BY PANTHEON PURSUANT TO THE PARTICULAR ORDER FROM WHICH SUCH DAMAGES AROSE.

14. LIMITED WARRANTY

14.1 Except as provided in this Agreement, Pantheon warrants that it owns all rights, title and interest in and to the Software, or that in the case of any third party software that it has the right to grant a sublicense to Customer to use such third party software, that all Software shall substantially conform to the Documentation. This warranty coverage shall include any modifications made to the Software by Pantheon. This warranty is only applicable for Customer if it is current with payment of any fees and without any overdue invoice payments and are in full compliance with the terms of this Agreement.

14.2 Pantheon warrants that (1) the Software shall not contain any code, programming instruction or set of instructions that is intentionally constructed to adversely affect computer programs and (2) the Software does not contain any known virus or computer software code designed to disable or damage a computer program.

14.3 In the event of breach of the warranties set forth in this Section, Pantheon's sole and exclusive responsibility, and Customer's sole and exclusive remedy, shall be for Pantheon to correct or replace, at no additional charge to Customer, any portion of the Software found to be defective; provided, however, that if within a commercially reasonable period Pantheon neither corrects such defects nor replaces the defective Software, then Customer's sole and exclusive remedy shall be to stop using the Software and notify Pantheon in writing immediately.

14.4 Pantheon shall not be held liable for problems arising from the failure on the customer's part to follow appropriate software maintenance procedures. Furthermore, failure by the customer to follow Documentation and maintenance procedures recommended by Pantheon will result in revocation of warranty and support for the Software.

15. DISCLAIMER OF WARRANTIES

PANTHEON SPECIFICALLY DISCLAIMS ANY WARRANTY THAT THE FUNCTIONS CONTAINED IN ANY PANTHEON PRODUCT OR SOFTWARE OR THAT THE RESULTS OF THEIR USE WILL MEET CUSTOMER'S REQUIREMENTS, THAT THE OPERATION OF ANY PANTHEON PRODUCT OR SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ANY

DEFECTS IN ANY PANTHEON PRODUCT OR SOFTWARE WILL BE CORRECTABLE. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PANTHEON PRODUCTS, SERVICES, AND SOFTWARE ARE PROVIDED TO CUSTOMER "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE SUITABILITY, SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT OF THE PANTHEON PRODUCT AND SOFTWARE IS WITH THE CUSTOMER AND NOT WITH PANTHEON OR ITS DEALER. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SUCH EXCLUSION MAY NOT APPLY.

16. RIGHT TO MOVE (APPLICABLE ONLY FOR ON-PREMISES LICENSE)

Any Software may be temporarily transferred to a backup computer while the licensed computer is inoperative or for emergency testing purpose. The backup computer may be at the same Customer Site under emergency conditions and after sufficient advance notice has been given to Pantheon of the name and location of the Site. Customer may change the Site or the CPU on which the Software will be used for ongoing operations with Pantheon's advanced written consent. Customer shall be permitted concurrent operation at the new and old Site or CPU for not more than thirty (30) days and such operation will require no additional fees. In all cases, Customer must submit a transfer request so that new license keys can be issued by Pantheon. Customer shall provide Pantheon written notice of the changes within a reasonable length of time of the Software being moved to the new Site or CPU. In the event Pantheon consents to the Customer moving the Software to another Site or CPU, or Customer assigning the Software licensed under this Agreement, Pantheon agrees that it shall continue the warranty and assist in the transfer to such other Site, CPU or assignee.

17. ASSIGNMENT

Customer may assign its rights under this Agreement with written notice to Pantheon in the event of a merger, acquisition, or as part of the sale of that part of its business which includes the hardware or any substantial portion of its data processing facilities so long as said assignee is not to a competitor of Pantheon. An assignee of Customer, if authorized hereunder, shall be deemed to have all of the rights and obligations of Customer set forth in this Agreement. It is understood that no assignment shall release the Customer from any of its obligations in this Agreement.

Pantheon may assign this Agreement or any rights or obligations under this Agreement at any time without notice to or the consent of Customer.

18. AMENDMENTS, MODIFICATIONS OR SUPPLEMENTS

Amendments, modifications or supplements to this Agreement or any order shall be permitted, provided all such changes shall be in writing signed by the authorized representatives of both parties, and all such changes shall reference this Agreement and identify the specific articles or sections of this Agreement or the particular order that is amended, modified or supplemented.

19. GOVERNING LAW

This Agreement shall be binding upon the parties hereto, and the interpretation of the terms and provisions of this Agreement shall be governed and construed by the laws of the Commonwealth of Virginia without regard to the principles thereof concerning conflicts of laws. The parties hereby submit to the sole and exclusive jurisdiction of the courts of Fairfax County, Virginia, USA to resolve any disputes arising from or relating to this Agreement. The parties expressly agree that the U.N. Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

20. TECHNICAL SUPPORT SERVICE/MAINTENANCE AND SUPPORT

Maintenance and support service is described in Appendix B. Maintenance and support will be provided for the term of this Agreement to customers that are current with no outstanding fees or other amounts due. Maintenance and support services will begin with the delivery of the Software and will continue for the term of this Agreement, so long as Customer follows software maintenance procedures recommended by Pantheon. Maintenance and support services will automatically renew as the term of this Agreement is renewed.

21. CUSTOM DESIGN AND IMPLIMENTATION OF WORKFLOW

If requested by Customer, Pantheon may provide custom automation and workflow development service. These services are delivered as on-site or off-site development models. Fees for the customization and workflow development work will be provided in a statement of work, based on the scope of work and the model of engagement. Any such statement of work will be subject to the terms and conditions of this Agreement. Customer hereby grants Pantheon all rights, title, and interest in any intellectual property rights in any such custom automation and workflow developed by Pantheon. Pantheon, in turn, grants Customer a limited, non-exclusive, non-transferable license to use the intellectual property rights in any such custom automation and workflow developed by Pantheon for Customer's internal business purposes.

22. RIGHT TO AUDIT

Pantheon may audit Customer's use of the Software once every year during the term of this Agreement and once after the termination or expiration of this Agreement upon fifteen (15) days advance written notice to Customer. Any such audit shall be conducted during regular business hours at Customer's facilities and shall not unreasonably interfere with Customer's business activities. During such audit, Customer shall make available for audit all relevant records, information, and computer systems. Such audits shall be at Pantheon's expense, provided that, in the event of noncompliance by Customer with this Agreement, Customer shall reimburse Pantheon for the reasonable costs of such audit, as well as pay any amounts due under this Agreement, together with interest, if applicable. Instead of, or in addition to, an audit, Pantheon reserves the right to request a written statement of compliance with the terms of this Agreement and applicable orders, and Customer shall comply with such request.

23. NOTICE

All notices shall be in writing, sent to the recipient at the addresses below, and sent by overnight mail, courier, first-class mail or facsimile (followed by confirmation copy by mail). Notice shall be deemed received upon personal delivery when sent by overnight mail, courier, and first-class mail or confirmation copy when a facsimile is sent.

For Pantheon:

For Customer:

24. COLLECTION OF INFORMATION

Customer agrees to allow Pantheon to store and use Customer contact information, including names, phone numbers, and e-mail addresses. Such information will be processed and used in connection with our business relationship, including communicating with Customer (for example, for processing orders, for promotions, and for market research).

25. SEVERABILITY

If a provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather (unless a failure of consideration would result therefrom) the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of each Party shall be construed and enforced accordingly.

26. ATTORNEY'S FEES

If Customer breaches any provisions of this Agreement or fails to make a timely payment of any sum due Pantheon, Customer shall pay all reasonable attorneys' fees, costs, and other expenses Pantheon incurs in any action or proceeding relating to Customer's breach or failure to pay.

27. EXPORT COMPLIANCE

The Software is subject to U.S. export control laws and may be subject to export or import regulations in other countries. Customer agrees to comply strictly with all such laws and regulations and acknowledges that it has the responsibility to obtain such licenses to export, re-export or import the Software as may be required after delivery to Customer.

28. GOVERNMENT USES

If Software is being acquired by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), then the Government's rights in Software and any accompanying Documentation will be only as set forth in this Agreement; this is in accordance

with 48 CFR 227.7201 through 227.7202-4 (for Department of Defense (DOD) acquisitions) and with 48 CFR 2.101 and 12.212 (for non-DOD acquisitions).

29. THIRD PARTY CODE

Additional copyright notices and license terms applicable to portions of the Software at the time of execution of this Agreement are set forth in the THIRDPARTYLICENSEREADME.txt file in the Software. Customer warrants that it will comply with all such terms and conditions.

30. WAIVER OF BREACH

No waiver of breach or failure to exercise any option, right or privilege under the terms of this Agreement or any order on any occasion or occasions shall be construed to be a waiver of the same or any other option, right or privilege on any other occasion.

31. FORCE MAJEURE

Except with respect to the payment of any fees by Customer, neither party shall be deemed to be in default of or to have breached any provisions of this Agreement as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, acts of civil or military authority, terrorist acts, pandemics, civil disturbance, war, strikes or other labor disputes, fires, transportation contingencies, laws, regulations, acts or orders of any government agency or official thereof, other catastrophes or any other circumstances beyond the party's reasonable control.

32. ENUMERATIONS AND HEADINGS

The enumerations and headings contained in this Agreement are for convenience of reference only and are not intended to have any substantive significance in interpreting this Agreement.

33. INCORPORATION OF APPENDICES AND ORDERS

All Appendices referred to in this Agreement and attached hereto and all orders accepted by Pantheon are integral parts of this Agreement and are incorporated herein by this reference.

34. ENTIRE AGREEMENT

This Agreement, the orders accepted by Pantheon, appendices and subordinate documents referenced in this Agreement constitute the entire Agreement between the parties with respect to the subject matter contained herein, superseding all previous agreements pertaining to such subject matter, and may be modified only by an amendment executed in writing by the authorized officers of both parties hereto. All prior Agreements, representations, warranties, statements, negotiations, understandings and undertakings are superseded hereby and Customer hereby represents and acknowledges that in entering into this Agreement it did not rely on any representations or warranties other than those explicitly set forth in Section 14 of this

Agreement. Both parties hereto represent that they have read this Agreement, understand it, agree to be bound by all terms and conditions stated herein, and acknowledge receipt of a signed, true and exact copy of this Agreement.

APPENDIX A

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APPENDIX B

TECHNICAL SERVICES/MAINTENANCE AND SUPPORT SERVICES

DESCRIPTION

A. Support Services. During the term of this Agreement, Pantheon will provide the services described herein to maintain the Software in good working order, keeping it free from material defects, for customers that are current with the payment of their fees and have no outstanding balances due.

Severity 1 Critical: Produces an emergency situation in which the Software is inoperable, produces incorrect results, or fails catastrophically.

Severity 2 Major: System is operational, but produces system errors during execution that is not related to application or workflow errors.

Severity 3 Minor: Produces an inconvenient situation in which the Software is usable, but does not provide a function in the most convenient or expeditious manner, and the user suffers little or no significant impact.

Severity 4: Produces a noticeable situation in which the use is affected in some way which is reasonably correctable by a documentation change or by a future, regular updates.

Global Maintenance and Support Services
Global Maintenance and Support fees and payment terms will be outlined in the Customer's AWS Order

- Technical Support online support Mon – Sun, (24x7) Global
- Access to online Customer portal including online documentation 24x7
- Response within 20 to 24 hours for severity 1 issues, 3 days for severity 2 issues, 5 days for severity 3 issues and 15 days for severity 4 issues
- Automatic notification of patches, service packs, updates (Minor version updates)
- Access to patches, and service packs for the purchased licenses
- Designated support manager for escalation and support discussions

During the term of this Agreement, for customers that are current with payment of their fees and have no outstanding balances due, Pantheon will maintain the Software by providing software updates and enhancements to Client as the same are offered by Pantheon to its licensees of the Software under maintenance generally ("Updates"). All software updates and enhancements provided to Customer by Pantheon are pursuant to the terms of this Agreement. Updates will be provided on an as-available basis and may include the items listed below:

(1) Bug fixes;

(2) Minor enhancements to software provided by Pantheon or as Pantheon makes enhancements;

(3) Enhancements to keep current with the current hardware vendor's OS releases, as available from Pantheon, provided that the current hardware vendor's OS release is both binary and source-compatible with the OS release currently supported by Pantheon; and

(4) Performance enhancements to Software.

Updates do not include:

(a) Platform extensions including product extensions to (i) different hardware platforms; (ii) different windowing system platforms; (iii) different operating system platforms; and

(b) New functions such as (i) new functionality in the product; (ii) new features; (iii) new applications; (iv) new releases of software and (v) new presentation tools.

For on premise implementations, updates will be provided in machine-readable format and updates to related documentation will be provided in electronic copy form. All such deliveries shall be made by a single communication to a single Customer designated distribution point provided by Customer. Duplication, distribution and installation of Updates is the responsibility of Client. If requested, Pantheon will provide on-site assistance in the installation of Updates on a time and materials basis, plus expenses.

Pantheon will provide support services for the current release and the two major versions prior to the current major version number will also be supported. The major version that is going off support will be supported for a minimum period of six (6) months following the general availability of a new release or software update. Customers are encouraged to upgrade their systems before the software goes off the support ladder.

Pantheon assumes no responsibility for the correctness of, performance of, or any resulting incompatibilities with, current or future releases of the Software, if the Client has made changes to the system hardware/software configuration or modifications to any supplied code which changes effect the performance of the Software and were made without prior notification and written approval by Pantheon. Pantheon assumes no responsibility for the operation or performance of any Customer written or third-party application.

 Services Not Included. Maintenance Services do not include any of the following: (1) custom programming services; (2) on-site support, including installation of hardware or software; (3) support of any software not covered Software; (4) training; (5) out-of-pocket and reasonable expenses, including travel, hardware, and related supplies; or (6) any other activity not expressly described as maintenance services in this Agreement.