

**ONLY APPLICABLE TO RESELLERS PER THE ORDER FORM**

**SUPPLEMENTAL TERMS OF SERVICE**

**RESELLER**

These Supplemental Terms of Service (“Supplemental Terms”) are for the resale of subscription plans entered between under the terms of the Terms of Service (“Agreement”) entered between Pantheon Systems, Inc. (“Pantheon,” “we,” “us,” or “our”) and you the user (“Subscriber” or “you”). These Supplemental Terms take effect when you click an “Accept” button or by your use of any of the Services (the “Effective Date”). If you are using the Services on behalf of an entity, you are agreeing to this Agreement for that entity and representing to Pantheon that you have the authority to bind that entity to this Agreement. If you do not agree to be bound by this agreement, you may not access or use the Services. All capitalized terms are as defined in the Agreement except as set out herein.

**RESALE OF SUBSCRIPTION PLANS**

1.1 Agencies. Certain Subscribers may either only build websites for third parties or build websites for third parties in addition to their own websites. Such Subscribers are defined as “Agencies” hereunder. Only entities that are direct signatories to this Agreement with Pantheon may be Agencies. Agencies that purchase Subscription Plans for the websites they develop may resell the Subscription Plans provided by Pantheon to their third party customers (each, a “Client”). From time to time, Pantheon may opt to exclude certain offerings from those that may be resold.

1.2 Resale. Agencies may resell Subscription Plans to the Clients that will be operating their own websites, provided that and for so long as (a) Subscriber pays Pantheon its then current fee for each such Subscription Plan and any renewal thereof; (b) Agency obtains the Client’s agreement to be bound by the obligations imposed on Subscribers pursuant to this Agreement (the “Pass Through Terms”), such Clients then also become Subscribers under this Agreement, and (c) Pantheon is made a third party beneficiary of the Pass Through Terms. Pricing, billing, support, and all other terms and conditions are solely between you and your Client, and your agreement with your Client will include language that specifically exempts third parties, including Pantheon, from any liability (the “Agency Reseller Agreement”). You shall promptly notify Pantheon of any violations of this Agreement or the Agency Reseller Agreement by any Clients.

1.3 Your Failure to Pay for Clients. Pantheon reserves the right to terminate the Subscription Plans, or any renewal thereof, provided by Pantheon to you or that you resold to a Client, in the event that you fail to pay the applicable fees for such Subscription Plan within ten (10) days after such payment becomes due hereunder.

1.4 Client Violations. You are responsible for your Clients’ use of Subscriber Content and the Subscription Plan. You will ensure that all Clients comply with the Pass Through Terms and that the terms of your Agency Reseller Agreement with each Client are consistent with this Agreement. If you become aware of any violation of the Pass Through Terms by a Client, you will immediately terminate such Client’s access to the Subscription Plan.

1.5 No Warranties. You may not make any representations or warranties regarding the functionality or performance of the Services that exceed the terms set forth in this Agreement, and you agree to indemnify and hold Pantheon harmless pursuant to the terms of Section 8 for any claims or lawsuits resulting from such action.

1.6 Access to Usernames and Passwords. You agree that you will not disclose user names or passwords to unauthorized users.

1.7 Audit. You will maintain accurate records relating to resales of the Subscription Plans during the Term of this Agreement and for three (3) years after the expiration or termination of this Agreement. Pantheon, or persons designated by Pantheon, will, at any time during such period, be entitled to audit such records during normal business hours and on reasonable prior notice, in order to verify Subscribers’ compliance with the terms of this Section 1.

1.8 Marks. Pantheon hereby grants to you a limited, non-transferable, royalty-free license to use its trademarks and logos (“Marks”) solely in connection with the fulfillment of your resale rights under this Agreement, and at all times subject to Pantheon’s specifications as set forth at <https://pantheon.io/pantheon-trademark-standards-use> and the terms and conditions of this Agreement. You acknowledge and agree that Pantheon holds all right, title and ownership in and to the Pantheon Marks and the goodwill pertaining thereto.

1.9 Indemnification. You will defend, indemnify, and hold us 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 concerning: your resale of the Subscription Plans.