

ADDENDUM TO SUPERHUMAN TERMS OF SERVICE

This Addendum to Superhuman's Terms of Service (hereinafter "Addendum") is entered into by and between **Superhuman Labs, Inc.** ("Superhuman"), with its principal place of business at 555 Mission St, San Francisco CA 94105, and the **U.S. Department of State** (the "Department"), with headquarters at 2201 C Street NW, Washington, D.C. 20520, each individually a "Party" and collectively the "Parties." This Addendum is effective as of August 16, 2024.

Superhuman and the Department agree to modify the Superhuman Terms of Service (hereinafter the "TOS"), accessible as of August 16, 2024 at <https://superhuman.com/terms>, to accommodate the Department's legal status as a U.S. Government agency, its public (in contrast to private) mission, and other circumstances. The TOS are hereby amended by this Addendum as they pertain to the Department's use of Superhuman's "Service(s)," as defined in the TOS, with respect to usage by Department personnel that have official Department email addresses (these individuals cumulatively "Department Personnel"). References in this Addendum to the TOS as modified by this Addendum shall be termed the "Amended TOS."

- A. The Amended TOS shall bind the Department, subject to Federal law. It shall not operate to bind, in their personal capacity, Department employees or other persons acting on behalf of the Department. Superhuman shall look solely to the Department for enforcement with respect to any violation or breach of the Amended TOS carried out in an official capacity by Department employees or other persons acting on behalf of the Department, provided that Superhuman may suspend or otherwise take action on individual accounts for security, trust and safety purposes.
- B. Any terms in the TOS that are inconsistent with Federal Law or regulation are hereby stricken or modified as in accordance with this Addendum.
- C. If there is any conflict between this Addendum and the TOS, or between this Addendum and other terms, rules or policies issued by Superhuman, including the Superhuman Privacy Policy or the Superhuman Acceptable Use Policy, this Addendum shall prevail. Any language in the TOS indicating that the TOS may not be modified or that it alone is the entire agreement between the Parties is

waived. Any further modifications to this Addendum must be agreed to by the Parties in writing. Superhuman may modify the TOS from time to time. Such modifications to the TOS shall not supersede the terms of this Addendum.

D. All terms in the TOS that address or are otherwise contained under the TOS headings entitled:

- “Indemnity”;
- “Confidentiality”
- “Dispute Resolution by Binding Arbitration” and
- “General”

are stricken and shall not apply to the Department’s use of the Services, except to the extent expressly authorized under applicable law. Instead, the following terms shall apply:

1. Confidentiality

Use & Nondisclosure. “Confidential Information” means any business, technical or financial information, materials, or other subject matter disclosed by one party (“Discloser”) to the other party (“Recipient”) that is identified as nonpublic or proprietary at the time of disclosure or should be reasonably understood by Recipient to be nonpublic or proprietary under the circumstances. Content provided or received by the Department is Confidential Information.

Recipient agrees: (i) it will only use Discloser's Confidential Information to exercise its rights and fulfill its obligations under TOS as amended by this Addendum; (ii) it will take reasonable measures to protect Discloser’s Confidential Information; (iii) it will not disclose Discloser’s Confidential Information to any third party except as expressly permitted in the TOS as amended by this Addendum; and (iv) will not disclose Discloser’s Confidential Information to any third party notwithstanding any other disclosure thereof by Discloser or a third party.

Exceptions. The obligations in the paragraph above shall not apply to any information that (i) was rightfully disclosed to Recipient without restriction by a third party; or (ii) was independently developed without use of any Confidential Information of Discloser. Recipient may disclose Confidential Information of Discloser only to its employees, personnel, contractors, and agents (“Personnel”) who have a need to know and who are bound by

confidentiality obligations at least as restrictive as those in the TOS as amended by this Addendum. Recipient will be responsible for any breach of this section by its Personnel. Recipient may disclose Confidential Information of Discloser to the extent required by law, provided that Recipient uses reasonable efforts to notify Discloser in advance and give Discloser an opportunity to contest the disclosure.

2. Indemnification, Liability, Statute of Limitations

Liability for any Department breach of the Amended TOS, or any claim arising from the Amended TOS, shall be determined under the Federal Tort Claims Act (FTCA) or other governing Federal authority. Federal Statute of Limitations provisions shall apply to any breach, claim, demand, suit or proceeding.

3. Governing law

Any arbitration, mediation, or similar dispute resolution provision in the TOS is hereby stricken. The Amended TOS shall be governed by, interpreted, and enforced in accordance with U.S. Federal law, including 41 U.S.C chapter 71, Contract Disputes, without reference to conflict of laws. To the extent permitted by Federal law, the laws of the State of California (excluding California's choice of law rules) will apply in the absence of applicable Federal law.

4. Assignment

Neither Party may assign its obligations under the Amended TOS to any third party without prior written consent of the other; provided, however, that Superhuman may assign the Amended TOS in connection with a merger, acquisition, or sale of Superhuman's assets, or to any affiliate, or as part of a corporate reorganization, without written consent from the Department, provided that the successor assumes Superhuman's obligations under the Amended TOS.

5. Export Controls

The Services may not be used for the benefit of anyone on the U.S. Treasury Department's list of Specially Designated Nationals, any other restricted party lists (existing now or in the future) identified by the Office of Foreign Asset Control, or the U.S. Department of Commerce Denied

Persons List or Entity List, or any other restricted party lists (collectively, "Restricted Party Lists").

6. Point of Contact (Email Address):

- a. CfA@state.gov
- b. [Superhuman Labs POC]

For SUPERHUMAN LABS, INC.

Andrew Maher

Signature

Andrew Maher

Name

Head Of Finance

Title

10-17-2024

Date

andrew.maher@superhuman.co

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E-mail

For U.S. DEPARTMENT OF STATE

Giorleny D Altamirano Rayo Digitally signed by Giorleny D Altamirano Rayo
Date: 2024.08.21 11:04:04 -04'00'

Signature

Dr. Gio Altamirano Rayo

Name

Responsible AI Official/Chief Data Scientist
Title

Date

RAIO@state.gov

E-mail

Signature Certificate

Reference number: JRZQC-BED57-PEP8U-6XVHY

Signer

Andrew Maher

Email: andrew.maher@superhuman.com

Shared via link

Sent:

17 Oct 2024 19:41:34 UTC

Viewed:

17 Oct 2024 19:50:17 UTC

Signed:

17 Oct 2024 19:51:09 UTC

Timestamp

Signature



IP address: 157.131.215.10

Location: Belmont, United States

Document completed by all parties on:

17 Oct 2024 19:51:09 UTC

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