

Supplemental Agreement

This Supplemental Agreement (the “**Agreement**”), which is effective as of the date signed by the Consultant below, is by and between PANTHEON SYSTEMS, INC., a Delaware corporation with business address at 717 California Street, Second Floor, San Francisco, California 94108, United States of America (“**Pantheon**”); and individual as defined in the signature block further below (the “**Consultant**”).

Affirmation of Pantheon’s Ownership of Work Product

1. For the purpose of this Agreement, “Work Product” means (a) all Intellectual Property,¹ in any stage of development, that the Consultant conceives, creates, develops, or reduces to practice in connection with performing the services for Pantheon, whether past, present or future; and (b) all tangible embodiments (including models, presentations, prototypes, reports, samples, and summaries) of each item of such Intellectual Property.
2. The Consultant hereby affirms Section 5 (Work Product), including all subsection therein, of the Professional Services Agreement and Statements of Work previously agreed upon by the parties. Particularly, the Consultant affirms that:

2.1 All Work Product, whether past, present or future, is the sole and exclusive property of Pantheon;

2.2 The Consultant irrevocably and unconditionally assigns to Pantheon all right, title, and interest worldwide in and to the Work Product and all Intellectual Property Rights² thereto and

¹ “Intellectual Property” means all algorithms, application programming interfaces (APIs), apparatus, concepts, Confidential Information, data, databases and data collections, designs, diagrams, documentation, drawings, flow charts, formulae, ideas and inventions (whether or not patentable or reduced to practice), know-how, materials, marketing and development plans, marks (including brand names, product names, logos, and slogans), methods, models, net lists, network configurations and architectures, procedures, processes, protocols, schematics, semiconductor devices, software code (in any form including source code and executable or object code), specifications, subroutines, techniques, test vectors, tools, uniform resource identifiers including uniform resource locators (URLs), user interfaces, web sites, works of authorship, and other forms of technology.

² “Intellectual Property Rights” means all past, present, and future rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: (a) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights, and mask work rights; (b) trademark and trade name rights and similar rights; (c) trade secret rights;

(d) patent and industrial property rights; (e) other proprietary rights in Intellectual Property of every kind and nature; and (f) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the rights referred to in clauses (a) through (e) of this sentence.

2.3 The Consultant understands and agrees that he/she has no right to use the Work Product except as necessary to perform the Services for Company.

In accordance with this Section 2 and for avoidance of doubt, Consultant hereby assigns all right, title and interest in Work Product performed under the Agreement to Pantheon.

Acceptance of Pantheon Policies

3. The Consultant understands, accepts, acknowledges and shall, at all times, comply with the Supplier Code of Conduct related to the Consultant's activities with Pantheon.

4. The Consultant understands that Pantheon shall provide access to certain processes, systems, and information that is proprietary and confidential to Pantheon. The Consultant shall, at all times, comply with the policies set out in Section 5 and as may be supplemented and updated from time to time by electronic mail. Further, the Consultant understands any such updates, supplements or amendments shall be applicable immediately unless otherwise requiring notice under applicable law, in which case such policies shall be applicable within thirty (30) days of Pantheon's notification to the Consultant.

5. The Consultant hereby acknowledges that he/she has received and read the policies listed below.

5.1 [Supplier Code of Conduct](#);

5.2 [Incident Management and Response Policy](#);

5.3 [Incident Management Appendix – Responsibilities Overview](#);

5.4 [Information Security Policy](#); and

5.5 [Risk Management Policy](#).

Miscellaneous

6. The provisions of this Agreement are severable. If any provision of this Agreement is adjudicated to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and any such provision shall be deemed changed and interpreted to accomplish the intent of the original provision.

7. The provisions of the Professional Services Agreement, Statements of Work, and all other agreements, which are not otherwise

affected by this Agreement, shall remain in force and shall continue to govern the Consultant's independent contractor relationship with Pantheon.