

## PALANTIR COGNITIVE SERVICES ADDENDUM

The customer (“**Customer**”) agreeing to the terms of this Palantir Cognitive Services Addendum (the “**Addendum**”) and the Palantir Technologies entity that is the signatory to the Agreement (“**Palantir**”; each a “**Party**” and collectively the “**Parties**”), have entered into an agreement governing Customer’s use of the Service (the “**Agreement**”). This Addendum is incorporated into the Agreement. Any capitalized terms used but not defined in this Addendum shall have the meaning provided in the Agreement. If there is a conflict in meaning between the Agreement and this Addendum, this Addendum shall prevail and control. This Addendum will remain in effect until any expiration or termination of the Agreement pursuant thereto.

### 1. Certain Definitions.

1.1 “**Azure OpenAI Cognitive Service**” means any Cognitive Service leveraging OpenAI’s Models hosted in Palantir’s Microsoft Azure environment.

1.2 “**Documentation**” means any technical documentation for the Service made available in connection with the Service.

1.3 “**Service**” means Palantir’s proprietary software-as-a-service offering(s) set forth in the Agreement.

1.4 “**Cognitive Service(s)**” means any parts of the Service that leverage cognitive modelling services (including but not limited to language models) (“**Models**”), including but not limited to the Azure OpenAI Cognitive Service, as set forth in the Documentation and/or the Agreement.

### 2. Customer use of Cognitive Services.

2.1 Cognitive Services Use. The Cognitive Services employ artificial intelligence and machine learning techniques, including use of Models. Because of the statistical methods underlying the foregoing techniques, output of the Cognitive Services may be incorrect, incomplete, or biased. Accordingly, Customer’s use of the Cognitive Services is at its own risk and Customer shall be solely responsible for any actions it takes on the basis of any Cognitive Services output. Customer further agrees to evaluate (including through review by a natural person) any Cognitive Services output prior to taking any actions or making any decisions on its basis. Access to the Cognitive Services forms part of the Service and is subject to relevant terms and conditions of the Agreement applicable to the Service, and Customer’s right and/or license (as applicable) to use the Cognitive Services is determined by its right and/or license to use and/or access the Service as provided in the Agreement. Customer may only use data in connection with the Cognitive Services for which Customer and/or its user has received all consents, authorizations, approvals, and/or agreements necessary to permit such use and/or processing under applicable law, regulation, or agreement(s). Customer shall not use the Cognitive Services to attempt to obtain any information that may violate third party rights or applicable laws or regulations, including classified information. Customer’s access and use of the Cognitive Services shall comply with all applicable laws and regulations. Customer shall be fully responsible and liable for its users’ use and access of the Cognitive Services.

2.2 Azure OpenAI Cognitive Service Use. Customer’s use of the Azure OpenAI Cognitive Service shall comply with the Azure OpenAI Code of Conduct(<https://learn.microsoft.com/en-us/legal/cognitive-services/openai/code-of-conduct?context=/azure/cognitive-services/openai/context/context>). Customer shall only use the Azure OpenAI Cognitive Service to: (a) submit content to be summarized for pre-defined topics built into the Azure OpenAI Cognitive Service and cannot use the Azure OpenAI Cognitive Service as an open-ended summarizer (examples of such prohibited use include but are not limited to summarization of call center transcripts, technical reports, and product reviews); (b) analyze inputs using classification, sentiment analysis of text, or entity extraction (examples of such permitted use include but are not limited to analyzing product feedback sentiment, analyzing support calls and transcripts, and refining text-based search with embeddings); (c) search trusted source documents such as internal Customer documentation; (d) ask questions and receive answers from trusted source documents such as internal Customer documentation; or (e) code generation or transformation scenarios (examples of such permitted use include but are not limited to converting one programming language to another, generating docstrings for functions, or converting natural language to SQL).

2.3 Restrictions. Customer will not (and will not allow any third party to): (a) decompile, disassemble, scan, reverse engineer, or attempt to discover any source code, algorithms, weights of the underlying models, or underlying ideas of any Cognitive Service; (b) use any Cognitive Service in attempt to train or develop another Model; or (c) represent that any output from the Cognitive Services was generated by a natural person when it was not.

3. Fees. Customer's use of Cognitive Services shall accrue fees on the same terms as Customer's use of the Service pursuant to the Agreement. Notwithstanding the foregoing, if the Agreement does not include separate fees for use of Cognitive Services, Palantir reserves the right to begin charging for use of any Cognitive Service upon providing Customer thirty (30) days' notice to opt in or otherwise lose access to the Cognitive Services.

4. Suspension of Services. If Palantir reasonably determines that: (a) Customer's access or use of any Model violates applicable law, regulation, or any material term of the Agreement, including this Addendum; (b) Palantir providing any part of any Cognitive Service would violate applicable (in force or forthcoming) law, regulation, or agreements; or (c) Palantir's provision of any part of any Cognitive Service poses undue security risk to Palantir or its customers, Palantir reserves the right to disable, suspend, or terminate Customer's access to all or any part of the Cognitive Services. Palantir will notify Customer prior to exercising the foregoing right concurrent or prior to such exercise.

5. Disclaimer. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, THE COGNITIVE SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY OTHER WARRANTIES OF ANY KIND AND PALANTIR HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, TITLE, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING LIMITATION, PALANTIR DOES NOT WARRANT THAT THE COGNITIVE SERVICES WILL MEET CUSTOMER REQUIREMENTS OR GUARANTEE ANY QUALITY, RESULTS, OUTCOMES, OR CONCLUSIONS OR THAT OPERATION OF THE COGNITIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. PALANTIR IS NOT RESPONSIBLE FOR ANY DECISIONS OR ACTIONS CUSTOMER TAKES BASED UPON OR INFORMED BY OUTPUT FROM ANY COGNITIVE SERVICE. PALANTIR IS NOT RESPONSIBLE OR LIABLE FOR ANY THIRD PARTY SERVICES PROVIDED IN THE COURSE OF DELIVERING ANY COGNITIVE SERVICES, INCLUDING MICROSOFT AZURE WITH RESPECT TO THE AZURE OPENAI COGNITIVE SERVICE (INCLUDING WITHOUT LIMITATION, UPTIME GUARANTEES, OUTAGES, FAILURES, OR ANY OTHER GUARANTEES IN ANY SERVICE LEVEL AGREEMENT BETWEEN THE PARTIES), CUSTOMER'S INPUT TO THE COGNITIVE SERVICES, OR OUTPUT FROM THE COGNITIVE SERVICES (INCLUDING BUT NOT LIMITED TO COMPLETENESS, OR ACCURACY OF OUTPUT FROM COGNITIVE SERVICES, OR WHETHER THE OUTPUT FROM ANY COGNITIVE SERVICE INFRINGES OR VIOLATES ANY THIRD PARTY'S RIGHTS, INCLUDING INTELLECTUAL PROPERTY AND CONTRACTUAL RIGHTS).

6. Miscellaneous. This Addendum and any dispute or claim (including any non-contractual disputes or claims)

arising out of or in connection with it, or its subject matter or formation, shall be governed by and construed in accordance with the laws that govern the Agreement and the dispute resolution provisions therein. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and be enforceable. No waiver of any breach shall be deemed a waiver of any subsequent breach.