PALANTIR THIRD PARTY MODEL ACTIVATION ADDENDUM - OPENAI

BY SELECTING "I ACCEPT" (OR EQUIVALENT) WHERE SUCH OPTION IS MADE AVAILABLE, OR BY ENABLING, ACCESSING OR OTHERWISE USING THE THIRD PARTY MODEL SERVICE IN CONNECTION WITH THE SERVICE, YOU CONFIRM THAT YOU HAVE READ THIS ADDENDUM, THAT YOU UNDERSTAND THE TERMS OF THE ADDENDUM, AND THAT YOU AND (IF APPLICABLE) THE ENTITY THAT YOU REPRESENT ARE UNCONDITIONALLY CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT. YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO ACCEPT THE TERMS OF THIS AGREEMENT ON BEHALF OF CUSTOMER AS ITS AUTHORIZED LEGAL REPRESENTATIVE. IF YOU DO NOT UNCONDITIONALLY AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, DO NOT SELECT "I ACCEPT" OR EQUIVALENT OR OTHERWISE AGREE TO THE TERMS AND CONDITIONS WHERE SUCH OPTION IS MADE AVAILABLE AND DO NOT ENABLE, ACCESS, OR OTHERWISE USE THE THIRD PARTY MODEL SERVICE.

PALANTIR'S ACCEPTANCE IS EXPRESSLY CONDITIONED UPON YOUR ASSENT TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, TO THE EXCLUSION OF ALL OTHER TERMS; IF THESE TERMS ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS.

This Third Party Model Activation Addendum between Customer and Palantir (each a "**Party**" and collectively the "**Parties**") and any exhibits, amendments, or addendums thereto (the "**Addendum**"), shall be effective as of the date You select "I agree" or equivalent or otherwise use or access the Third Party Model Service in connection with the Service (the "**Effective Date**"). The Parties have previously entered into an agreement governing Customer's use of Palantir's proprietary software-as-a-service offerings(s) including any exhibits, annexes, attachments, amendments or addenda (the "**Agreement**"). This Addendum is hereby incorporated into the Agreement. Any capitalized terms used but not defined in this Addendum shall have the meaning provided in the Agreement. In the event of any conflict or inconsistency 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. **Definitions**

    a. **"Customer"** for the purposes of this Addendum means the entity that has contracted with Palantir to use the Service, in connection with which the Third Party Model Service will be enabled pursuant to this Addendum.

    b. **"Model"** means any artificial intelligence (including but not limited to language models and other modeling services) models.

    c. **"Palantir"** means Palantir Technologies Inc. or the applicable affiliate thereof that has contracted with Customer for the Service, in connection with which the Third Party Model Service will be enabled pursuant to this Addendum.

d. **"Process(ing)"** means as defined in the Agreement or, if undefined, then any operation or set of operations which is performed upon Customer's information, whether or not by automatic means.

e. **"Service"** means Customer's instance of Palantir's proprietary software-as-a-service offering(s) for which Customer has separately contracted in the Agreement, and in connection with which the Third Party Model Service will be enabled.

f. **"Subprocessor"** means any processor engaged by Palantir to Process personal data for the purpose of providing the Service.

g. **"Third Party Model Service"** means the Model made available via OpenAI, as additionally defined in the Third Party Model Service Terms and Conditions and as made available by Palantir via the Service.

h. **"Third Party Model Service Provider"** means OpenAI LLC.

i. **"You"** means the natural person selecting "I Agree" (or equivalent) where such option is made available, or by enabling, accessing, or otherwise using the Third Party Model Service in connection with the Service.

2. **Third Party Model Service Terms**

Customer represents, warrants, and covenants (a) that its use of the Service shall comply with the OpenAI Usage Policies (available at https://openai.com/policies/usage-policies),(b) that its use of the Service shall comply with the Sharing & Publication Policy (available at https://openai.com/policies/sharing-publication-policy), each as applicable, (c) that Customer shall only use the Service leveraging the Third Party Model Service to (i) submit content to be summarized for pre-defined topics built into the Service and cannot use the Service as an open-ended summarizer (examples of such permitted use include but are not limited to summarization of call center transcripts, technical reports, and product reviews); (ii) 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; (iii) search trusted source documents such as internal Customer documentation; (iv) ask questions and receive answers from trusted source documents such as internal Customer documentation; (v) 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); or (vi) fine-tune Models as provided as part of AIP and the Third Party Model Service; and (d) that Customer shall not use the Service leveraging the Third Party Model Service (i) to generate, distribute, or modify any output from the Third Party Model Service that the Customer

knew or should have known was infringing or likely to infringe a third party's intellectual property or other proprietary rights (including if such infringement is caused by Customer's combination of such output with third party products or services); or (ii) while disabling, ignoring, or otherwise circumventing, without authorization, any relevant citation, filtering, or safety features or restrictions provided by OpenAI applicable to the Third Party Model Service.

Customer hereby agrees that its use of the Service leveraging Models through the Third Party Model Service shall comply with any acceptable use policies or codes of conduct applicable to such Models, as made available to Customer through the Service or the Documentation.

Customer acknowledges that the Third Party Model Service Provider may collect and temporarily retain pseudonymized security classifier metadata related to Customer's use of the Service leveraging the Third Party Model Service (which metadata, for the avoidance of doubt, shall not include the contents of Customer's prompts provided to or output received from the Third Party Model Service).

3. **Data Protection Agreement Amendment**

This Addendum hereby amends the clauses concerning processing of personal data ("DPA") which form part of the Agreement. If there is a conflict in meaning between the Agreement and this Section 3 of the Addendum, this Addendum shall prevail and control.

The Parties agree to appoint the following Subprocessor:

Subprocessor	Address
OpenAI LLC	3180 18th Street, San Francisco, CA 94110, USA

Palantir and each Subprocessor have entered into a services agreement which include data protection terms that are substantially similar to the DPA and integrate any necessary personal data transfer mechanisms.

Palantir's online data protection agreement available at https://www.palantir.com/data-protection/agreement/3791/ provides details on the Processing performed by the listed Subprocessors.