

PALANTIR THIRD PARTY MODEL ACTIVATION ADDENDUM - LLAMA3

BY 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, 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 AGREE"] 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. "**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.
- e. "**Third Party Model Service**" means the Llama Materials, as defined in the Third Party Model Service Terms and Conditions (defined below) and as made available by Palantir via the Service.
- f. "**Third Party Model Service Provider**" means Meta Platforms, Inc.
- g. "**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 that its use of the Service shall comply with the Llama 3 Community License (available at <https://llama.meta.com/llama3/license/>), which includes the Llama Acceptable Use Policy incorporated by reference (and available at <https://llama.meta.com/llama3/use-policy/>) (together, the "**Third Party Model Service Terms and Conditions**").

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).