

PALANTIR FELLOWSHIP SUBMISSION AGREEMENT

BY SELECTING “I AGREE” (OR EQUIVALENT) WHERE SUCH OPTION IS MADE AVAILABLE, OR BY SUBMITTING A VIDEO (AS DEFINED BELOW) TO PALANTIR VIA THE SUBMISSION FORM (AS DEFINED BELOW), YOU CONFIRM THAT YOU (“YOU”, “YOUR”, OR “YOURS”) HAVE READ THIS AGREEMENT (AS DEFINED HEREIN), THAT YOU UNDERSTAND THE TERMS OF THIS AGREEMENT, AND THAT YOU ARE UNCONDITIONALLY CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT.

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 Palantir Fellowship Submission Agreement (the “**Agreement**”) is entered into between Palantir (as defined in Your TOS, as defined below), and You (as defined below) (each a “**Party**”, together the “**Parties**”) and is effective as of the date on which You select “I AGREE” (or equivalent) on the Submission Form where such option is made available by Palantir (the “**Effective Date**”). The “**Submission Period**” begins when the Palantir Fellowship in which you are a participant begins, and ends when such Fellowship ends. In the event of a conflict or inconsistency between the terms of the TOS (as defined below) and this Agreement, the conflicting or inconsistent term(s) of this Agreement shall prevail and govern. Any capitalized terms used but not defined herein shall have the meaning provided to them in the TOS.

1. Submission Requirements. By the end of the Submission Period, you must create and submit an original video showcasing your Palantir Artificial Intelligence Platform (“AIP”) workflow from your AIP Developer Tier account (that can be created by signing up at https://signup.palantirfoundry.com/signup?signupPermitCode=BUILD_WITH_AIP&tracking-code=build.palantir.com, “Developer Tier”) (“**Video**”) in accordance with the following submission requirements. Note that a Developer Tier account is free and may require agreement to additional terms (including the Palantir AIP Now Terms of Service available at <https://palantir.pactsafe.io/aip-now-6493.html>, the “**TOS**”). Your Video must meet all of the following submission requirements.

1.1 To submit a Video, You must fill out the applicable Palantir Fellowship submission form via Marketo available at the applicable page accessible from the root domain “<https://palantir.events>” (“**Submission Form**”) and include the unlisted YouTube link to Your Video.

1.2 All aspects of the Video must be originally created, and solely owned, by You (or be in the public domain) unless third party content is validly licensed and permitted pursuant to Palantir’s instructions. Palantir reserves the right to request proof of compliance with this requirement or your Video may not satisfy these requirements.

1.3 Your Video and Your creation thereof must comply with the terms of the TOS.

1.4 Your Video may only be created using artificial intelligence or other machine learning tools specifically permitted by Palantir (which permission extends to the software developed by you to form the Developer Tier account).

1.5 Your Video must not infringe, misappropriate, or violate any rights of any third party including, without limitation, copyright (including moral rights), trademark, trade secret, or rights of privacy or publicity and may not feature any other brand names, products, logos, or businesses other than participant's, if applicable and permitted by Palantir.

1.6 Your Video's creation must not violate or have violated the TOS governing Your use of your Developer Tier account.

1.7 Your Video must not include information or content that is false, fraudulent, deceptive, misleading, defamatory (include trade libel), disparaging, harassing, threatening, profane, obscene, pornographic, hateful, indecent, inappropriate, inconsistent with the Palantir Use Case Restrictions available at <https://palantir.pactsafe.io/aip-now-6493.html#ucr-985315>, or injurious to any other party.

1.8 To submit Your Video, upload Your Video to YouTube as an "unlisted" video and use LASTNAME_FIRSTNAME_FELLOWSHIP_SUBMISSION in the title name.

1.9 Your Video must not contain or describe any harmful or illegal activity or content or in any way violate any federal, state, or local laws, rules, or regulations.

1.10 Your Video must be suitable for presentation in a public forum.

1.11 Your Video must not suggest, depict, or describe any inappropriate, unlawful, or dangerous behavior.

1.12 You may not be, or be determined to likely be (at Palantir's sole discretion), operating as a representative, official, or asset of a foreign power (included but not limited to any government or government instrumentality).

1.13 Your Video must be in English.

1.14 Your Video must be no more than four minutes and fifteen seconds (4:15) long.

1.15 You agree that Your participation in the Fellowship and submission of Your Video and will not violate any agreement to which You are a signatory or party, including but not limited to the terms and guidelines applicable to the platform where the Video is posted, for example, YouTube's Terms of Use <https://www.youtube.com/t/terms>.

2. Ownership. Nothing in this Agreement impairs, modifies, transfers, or provides You any right or license in or to the Palantir Technology (as defined in the TOS).

3. License. You grant to Palantir (and its agents, successors, and assigns) the irrevocable, perpetual, worldwide, transferable, sublicensable, royalty-free, absolute right, license, and permission to use, edit, modify, copy, reproduce, distribute, and create derivative works of (a) Your name, likeness, voice, biographical

information, any quotes attributable to You, and any other indicia of persona; and (b) Your Video (regardless of whether altered, changed, modified, edited, used alone, or used with other material in Palantir's sole discretion), any derivative works thereof, and any and all Intellectual Property Rights in and to the foregoing for the purposes of making Your Video publicly available and/or publicly promoting Palantir, Your Video, and/or the applicable Fellowship.

4. Privacy. By submitting your Video to Palantir, You consent to the collection, storage, processing, and transmission of Your submitted personal data by Palantir and its affiliated companies for the purpose of exercising its rights under this Agreement and evaluating Your performance during the Fellowship. The personal data collected is subject to applicable data protection laws and [Palantir's Privacy Policy](#).

5. Indemnification. Without narrowing the scope of any of Your indemnification obligations set forth in the TOS, You shall defend Palantir against any third party claim asserted against Palantir arising from or relating to (a) Your Video, or (b) Your breach of this Agreement, and indemnify and hold harmless Palantir from and against related costs, attorneys' fees, and damages, if any, issued by a competent authority or finally awarded.

6. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, PALANTIR AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY (A) COST OF PROCUREMENT OF ANY SUBSTITUTE PRODUCTS OR SERVICES, OR COST OF REPLACEMENT OR RESTORATION OF ANY CUSTOMER DATA, (B) ECONOMIC LOSSES, EXPECTED OR LOST PROFITS, REVENUE, OR ANTICIPATED SAVINGS, LOSS OF BUSINESS, LOSS OF CONTRACTS, LOSS OF OR DAMAGE TO GOODWILL OR REPUTATION, AND/OR (C) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL LOSS OR DAMAGE, WHETHER ARISING OUT OF PERFORMANCE OR BREACH OF THIS AGREEMENT OR THE USE OR INABILITY TO USE YOUR SUBMISSION, EVEN IF PALANTIR HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH LOSS OR DAMAGES. EXCEPT FOR YOUR OBLIGATIONS UNDER THIS AGREEMENT (WHICH OBLIGATIONS SHALL NOT BE LIMITED), TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY AGREES THAT THE MAXIMUM AGGREGATE LIABILITY OF PALANTIR AND ITS AFFILIATES TO YOU FOR ALL CLAIMS OF ANY KIND SHALL NOT EXCEED ONE HUNDRED DOLLARS (USD 100), AND THAT SUCH REMEDY IS FAIR AND ADEQUATE.

7. Term. This Agreement shall begin on the Effective Date and terminate upon termination or expiration of the TOS. Palantir may terminate this Agreement, for any or no reason, immediately upon providing You written notice. Sections 2, 3, 5, 6, and 7 of this Agreement shall survive any termination or expiration of this Agreement.