

## PALANTIR AIP NOW TERMS OF SERVICE

BY SELECTING “I AGREE” (OR EQUIVALENT) WHERE SUCH OPTION IS MADE AVAILABLE, OR BY INSTALLING, EXECUTING, DOWNLOADING, ACCESSING OR OTHERWISE USING ANY PORTION OF THE PALANTIR PLATFORM (AS DEFINED BELOW), YOU CONFIRM THAT YOU (“YOU” OR “YOUR” OR “PERMITTED USER”) HAVE READ THIS AGREEMENT (AS DEFINED BELOW), THAT YOU UNDERSTAND THE TERMS OF THE AGREEMENT, 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, WHICH FOR THE AVOIDANCE OF DOUBT CONTAINS SECTION 13 REGARDING MANDATORY, BINDING ARBITRATION OF DISPUTES, SECTION 4 REGARDING ACCEPTABLE USE, AND SECTION 9.2 REGARDING CUSTOMER INDEMNITIES. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF AN ENTITY, SUCH AS THE COMPANY, ORGANIZATION, OR EDUCATIONAL INSTITUTION FOR WHICH YOU WORK, YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO ACCEPT THE TERMS OF THIS AGREEMENT ON BEHALF OF THE ENTITY AS ITS AUTHORIZED LEGAL REPRESENTATIVE. IF YOU DO NOT UNCONDITIONALLY AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, DO NOT SELECT “I AGREE” WHERE SUCH OPTION IS MADE AVAILABLE AND DO NOT INSTALL, EXECUTE, DOWNLOAD, ACCESS, OR OTHERWISE USE ANY PORTION OF THE PALANTIR PLATFORM.

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.

PALANTIR AIP NOW IS CURRENTLY ONLY AVAILABLE TO CUSTOMERS AND USERS LOCATED IN THE UNITED STATES, CANADA, THE REPUBLIC OF INDIA, THE FEDERAL REPUBLIC OF GERMANY OR THE UNITED KINGDOM. ACCORDINGLY, YOU MUST PRESENT IDENTIFICATION (ON THE ORDER SUBMISSION FORM, AS DEFINED BELOW) ISSUED BY EITHER THE UNITED STATES (OR STATE THEREOF), CANADA, THE REPUBLIC OF INDIA, THE FEDERAL REPUBLIC OF GERMANY OR UNITED KINGDOM TO RECEIVE ACCESS TO PALANTIR AIP NOW, AND MAY NOT ACCESS OR USE PALANTIR AIP NOW IF YOU ARE LOCATED OUTSIDE OF THE UNITED STATES, CANADA, THE REPUBLIC OF INDIA, THE FEDERAL REPUBLIC OF GERMANY OR THE UNITED KINGDOM.

This Agreement is between Customer (as defined below) and Palantir (each a “**Party**” and collectively the “**Parties**”) and is effective as of the date on which You select “I AGREE” (or equivalent) on the Order Submission Form where such option is made available by Palantir (the “**Effective Date**”).

### **1. Certain Definitions.**

1.1 “**Affiliate**” means an entity that, directly or indirectly, owns or controls or is owned or controlled by, or is under common ownership or control with, a Party as of the Effective Date and for as long as such entity

remains directly or indirectly owned or controlled by the Party. As used herein, “**control**” means the power to direct, directly or indirectly, the management or affairs of an entity and “**ownership**” means the beneficial ownership of more than fifty percent of the voting equity securities or other equivalent voting interests of an entity.

1.2 “**Agreement**” means, collectively, these Palantir AIP Now Terms of Service and any attachments, addenda, conditions, notices, operating rules, policies (including the Palantir Privacy Policy), exhibits, schedules or documents incorporated by reference or hyperlinked herein (as may be updated from time to time pursuant to Section 13 herein) or which we may publish from time to time on the Website or Customer’s Accounts and any order documents entered into between Palantir and Customer that reference this Agreement, including the Order Submission Form.

1.3 “**Customer**” means the customer identified on the Order Submission Form who is Party to this Agreement, on behalf of which You are accepting the terms of this Agreement as its legal representative.

1.4 “**Customer Data**” means any data (including aggregated or transformed versions thereof and analytical outputs), models, algorithms, analyses, transformation code or other content that is provided by, whether directly or indirectly from a third party, or created by Customer, or Users using the Service or Website, for integration, use, or other processing in or through the Service. Customer Data excludes Usage Data.

1.5 “**Data Connection Software**” means Palantir software provided for installation locally for Customer to connect Customer Data to the Service.

1.6 “**Documentation**” means any technical documentation for the Service made available in connection with the Service, including the technical documentation relevant to the Service available at <https://www.palantir.com/docs/>, updated from time to time at Palantir’s sole discretion.

1.7 “**Intellectual Property Rights**” means all rights, title, and interest in and to any trade secrets, patents, copyrights, service marks, trademarks, know-how, trade names, rights in trade dress and packaging, moral rights, rights of privacy, rights of publicity, and any similar rights, including any applications, continuations, or registrations with respect to the foregoing, under the laws or regulations of any governmental, regulatory, or judicial authority.

1.8 “**Order Submission Form**” means the web-based form (or document expressly incorporating this Agreement by reference) filled out and/or executed by You to include Customer’s information and specifying the Service and/or Professional Services (if applicable) to be provided hereunder and that is submitted by You on Customer’s behalf to Palantir.

1.9 “**Palantir**” unless specified expressly otherwise in an Order Submission Form means (a) Palantir Technologies Inc. if Customer’s primary location of use is the United States, Canada, the Federal Republic of Germany, or the Republic of India; or (b) Palantir Technologies UK, Ltd. If Customer’s primary location of use is the United Kingdom. Notwithstanding the foregoing, (x) if the headquarters (i.e., principal place of business) of Customer’s ultimate parent entity is located in the Republic of Korea, “Palantir” means Palantir Korea LLC. If

neither (a), (b), nor (x) applies, then “Palantir” means Palantir Technologies Inc.

1.10 “**Palantir Platform**” means the Service, Documentation, Data Connection Software, Sample Materials, Website, models, and application programming interfaces (APIs), provided or made available to Customer as a service in connection with this Agreement, and any improvements, modifications, derivative works, patches, upgrades, and updates thereto.

1.11 “**Palantir Privacy Policy**” means any privacy-specific policies available on the Website and/or accessible through the Order Submission Form.

1.12 “**Sample Materials**” means any technology and materials provided or made available by Palantir to Customer for use with the Service, including sample code, software libraries, command line tools, data integration code, templates, and configuration files.

1.13 “**Service**” means software-as-a-service access to Palantir AIP Now (or such platform(s) that may be specified in an Order Submission Form).

1.14 “**Taxes**” means any applicable sales, use, transaction, value added, goods and services tax, harmonized sales tax, withholding tax, excise or similar taxes, and any foreign, provincial, federal, state or local fees or charges, (including but not limited to, environmental or similar fees) duties, costs of compliance with export and import controls and regulations, and other governmental assessments , including any penalties and interest in respect thereof, imposed on, in respect of or otherwise associated with any transaction hereunder.

1.15 “**Third Party Content**” means any third party data, services, or applications that interoperate with the Service which Palantir may, at Customer’s sole discretion, facilitate the use of in connection with the Service and subject to an independent agreement between Customer and such third party.

1.16 “**Third Party Services**” means third party services that Palantir may utilize in the provision of the Service as set forth in the Documentation (or as otherwise agreed by the Parties).

1.17 “**Website**” means WWW.PALANTIR.COM or any other Palantir-owned domains, including any subdomains of the foregoing, and all software, applications, products, content, and services provided by Palantir at or through the Website.

## **2. Provision of Service.**

2.1 Service Access. Palantir shall make available the Service to Customer, subject to the condition subsequent set forth in Section 2.8, during the applicable Term solely for use by Customer and its Users in accordance with the terms and conditions of this Agreement and the Documentation for Customer’s internal (and/or, if applicable, personal) business purposes, or (if applicable) as provided explicitly otherwise in an Order Submission Form.

2.2 Data Connection Software License. If applicable for use of the Service, and subject to the condition subsequent set forth in Section 2.8, Palantir grants to Customer during the Term a non-exclusive, nontransferable, non-sublicensable, limited license to use the Data Connection Software for the sole purposes

of using and connecting to the Service. Customer shall allow Palantir to access the Data Connection Software remotely as necessary to provide the Service.

**2.3 Sample Materials License.** Palantir may make available Sample Materials for use by Customer during the Term. If applicable, and subject to the condition subsequent set forth in Section 2.8, Palantir grants to Customer during the Term a non-exclusive, nontransferable, non-sublicensable, limited license, to copy, modify, and use the Sample Materials solely to the extent necessary for Customer's use of the Service.

**2.4 Usage Data.** Palantir may collect and use metrics, analytics, statistics, or other data related to Customer's use of the Service (a) to secure the Service for the benefit of Customer; (b) to provide, analyze, maintain, support, and improve the Service; and (c) for any other purpose for which Customer provides authorization via the Service, where such option is made available (collectively "**Usage Data**").

**2.5 Security.** Palantir has established an Information Security Program ("**ISP**") designed to ensure strong practical security controls, and compliance with industry best practice standards and frameworks. A comprehensive list of Palantir's certifications can be found at <https://www.palantir.com/information-security/> under "Compliance and Accreditation." The Palantir ISP additionally is aligned with NIST 800-53, TSC (Trust Service Criteria), and CIS (Center for Internet Security) frameworks and management systems. Customer acknowledges that Palantir's documentation noted in this Section and other related information are Palantir's Confidential Information hereunder.

**2.6 Service Levels and Support.** During the Term, Palantir has no obligation to provide any support services under this Agreement. This Agreement does not give You or Customer any rights to any updates or upgrades to the Palantir Platform or to any extensions or enhancements to the Palantir Platform developed by Palantir at any time in the future. Palantir may offer support services separately. Any supplemental software code or related materials that Palantir provides to You or Customer as part of any support services are to be considered part of the Palantir Platform and are subject to the terms and conditions of this Agreement.

**2.7 Professional Services.** Palantir shall provide Customer with implementation, enablement, training, or other professional services as specified in the Order Submission Form, and subject to any fees thereunder ("**Professional Services**"). If the Order Submission Form specifies no Professional Services, Palantir may at its discretion (without an obligation to do so absent a separate agreement providing otherwise) provide Customer Professional Services. The performance of any Professional Services shall not affect ownership of the Palantir Platform and other materials provided by Palantir under this Agreement.

**2.8 Palantir Compliance Requirements.** If Palantir determines at its sole discretion that Customer has not satisfied the Palantir Compliance Requirements, Palantir's obligations under Section 2.1, 2.2, and 2.3 (including providing the rights of access and license grants provided therein) shall immediately terminate upon Palantir determining that Customer has not satisfied the Palantir Compliance Requirements. Palantir may evaluate (and re-evaluate) Customer's satisfaction of the Palantir Compliance Requirements at any time, including after the Customer has accessed the Service. Additionally, Customer's continued access to the Service and/or any Palantir Platform is conditioned upon Palantir's determining, in its sole discretion, that

Customer satisfies the Palantir Compliance Requirements. The “**Palantir Compliance Requirements**” is comprised of (but not limited to) Palantir determining (at its sole discretion) that performance under this Agreement with Customer would not likely (i) violate Palantir’s obligations under trade control regulations of the United States, including the U.S. Export Administration regulations, or other applicable export control laws in other jurisdictions, (ii) violate or otherwise breach Palantir’s contractual obligations with third parties, (iii) render Palantir in violation of laws prohibiting providing goods, support, or services to Specially Designated Nationals as defined by the United States Department of the Treasury, or persons subject to similar blocking or denied party prohibitions administered by a U.S. government agency, (iv) violate Palantir’s obligations under the export and sanctions laws and regulations of the United States and other applicable jurisdictions, including without limitation those of the U.S. Bureau of Industry & Security and the Office of Foreign Assets Control, or (v) otherwise violate Palantir’s policies or values. Palantir reserves the right to amend the definition of Palantir Compliance Requirements at any time, as needed, and at its sole discretion.

### **3. Customer Use of Service.**

#### **3.1 Accounts.**

(a) If Customer is an entity other than a natural person, such as a business, organization, or educational institution, Customer may provision no more than five (5) accounts to access the Service (“**Accounts**”) for its (1) employees, (2) contractors, (3) other users (including its Affiliates’ employees or contractors) specified in the Order Submission Form for the purposes authorized hereunder, and/or (4) Customer’s clients (the “**Authorized Third Parties**”) subject to the additional terms and conditions set forth in Section 3.1 (a)(i)-(vi) herein (collectively, “**Users**”).

(i) Customer may grant access to the Service to an Authorized Third Party solely for the purpose of using services provided by Customer to the Authorized Third Party in connection with Customer’s business purposes; for the avoidance of doubt, an Authorized Third Party may not access the Service for its own business purposes independent of services provided by Customer.

(ii) Authorized Third Party access to the Service shall be strictly limited to Customer front-end applications built by Customer using the Palantir Platform and Authorized Third Party is prohibited from directly ingesting data into the Palantir Platform, provided that Customer may ingest Authorized Third Party’s data into the Palantir Platform subject to (i) above.

(iii) Authorized Third Party access shall be governed by and subject to all restrictions and obligations in the Agreement, and Customer shall be responsible and liable for any breach or violation thereof by an Authorized Third Party. Customer may provide an Authorized Third Party with access subject to the unaltered access terms separately provided to Customer by Palantir.

(iv) Usage by an Authorized Third Party shall be subject to the fees set forth herein.

(v) Customer is responsible for providing support to Authorized Third Parties regarding front-end applications built by Customer, and Customer shall maintain a support policy stating that Authorized

Third Party shall submit any support inquiries to Customer, provided that Customer may escalate to Palantir the Palantir Platform issues identified by an Authorized Third Party that are unresolvable by Customer and Palantir will provide reasonable support to Customer for such escalations during Palantir's normal business hours in the region(s) designated by Palantir.

(vi) Customer shall not, and shall not permit any Authorized Third Party to, access the Palantir Platform from any country set forth on Palantir's prohibited country list as made available by Palantir to Customer (each a "Prohibited Country").

(b) If Customer is a natural person, Customer may provision no more than five (5) Accounts, each only to other natural persons (each of which natural persons shall be considered Users) who have provided Customer with all consents, authorizations, approvals, and/or agreements necessary to permit Customer to use and/or process such Users' data under applicable law, regulation, or agreement(s) with such Users, and who have executed Terms of Service with Palantir substantially similar to the terms of this Agreement; *provided*, if Customer is a natural person accessing another Palantir customer's instance of the Service as an authorized User (or equivalent, as identified on the Order Submission Form) (such other Palantir customer, a "**Primary User**"), such Customer is not permitted to provision any Accounts. Customer shall be responsible for (i) administering Accounts; (ii) using industry standard security measures to protect Accounts (including, without limitation, using multi-factor authentication); (iii) any activity on Accounts and the monitoring of such activity on Accounts (only to the extent that such monitoring does not violate any other term of this Agreement or applicable law); and (iv) the actions and omissions of its Users in connection with the Palantir Platform and/or Accounts. Customer shall immediately de-activate any Account upon becoming aware of the compromise or unauthorized use thereof (and in such case promptly notify Palantir of such compromise or unauthorized use), or upon Palantir's reasonable request.

**3.2 Data Protection.** The Parties shall comply with the Palantir Data Protection Addendum ("**DPA**") available at <https://palantir.pactsafe.io/aip-now-6493.html#aip-now-dpa-022795>. Customer shall be solely responsible for the accuracy, content, and legality of Customer Data and shall ensure that any integration of Customer Data into the Service complies with applicable laws and regulations, including but not limited to data localization requirements. In Palantir's role as a Controller (as defined in the DPA) with respect to Customer, the AIP Now Privacy Policy available at <http://www.palantir.com/aip-now-statement> shall apply and be incorporated herein by reference.

#### **4. Acceptable Use.**

**4.1 Applicable Laws.** Your and Customer's access and use of the Service and Website, will not violate applicable laws of the United States or other laws applicable in the jurisdiction in which You or Customer are located, in which any natural persons who can be identified (directly or indirectly) by reference to the Customer Data (each, a "**Data Subject**") is located, or in which Customer Data is stored and it is solely Your and Customer's responsibility for ensuring such compliance. Palantir may from time to time make available acceptable use policies, community guidelines, or similar policies, which shall become part of this Agreement pursuant to the updates policy set forth in Section 14.

4.2 Competitive Use. Customer will not use, access, evaluate, or view the Palantir Platform for the purpose of building or offering a product or similar service to or competitive with the Palantir Platform.

4.3 Export Controls. The Palantir Platform may be subject to trade control regulations of the United States, such as the U.S. Export Administration Regulations, or other export control laws applicable in other jurisdictions, including the export and sanctions laws and regulations referenced in Section 15 of this Agreement. Customer may not use the Palantir Platform in violation of export control or other trade controls of the United States or any other applicable jurisdiction. This includes, without limitation, the following prohibitions:

(a) Customer may not use or access the Service if Customer is or are working on behalf of a Specially Designated National as defined by the United States Department of the Treasury or a person subject to similar blocking or denied party prohibitions administered by a U.S. government agency; and

(b) Customer may not use or access the Service to perform any activities subject to the International Traffic in Arms Regulations (ITAR) maintained by the United States Department of State, including without limitation, ingesting ITAR-controlled data.

4.4 Use of PII and/or PHI. If Customer uses or anticipates to use Personally Identifiable Information ("PII"), Personal Data, Personal Information, or Protected Health Information ("PHI"), as defined under applicable law, in connection with the Service, Customer (a) must indicate such (anticipated) use where such option is made available in the Order Submission Form, and execute a Business Associate Agreement prior to accessing or using the Service; and (b) will follow the relevant guidance and best practices for protecting sensitive data set out in documentation available at <https://www.palantir.com/docs/foundry/security/overview/>. For the avoidance of doubt, this Section does not grant Customer permission to use the foregoing information in connection with the Service if an Order Submission Form does not expressly permit such use.

4.5 Use Case Limitations. Customer shall comply with the Palantir Use Case Restrictions available at <https://palantir.pactsafe.io/aip-now-6493.html#ucr-985315>, which is hereby incorporated by reference into the Agreement, including in connection with any use of the Palantir Platform.

4.6 Audit Rights. Customer agrees that Palantir may audit Customer's use of the Service in order to verify Customer's compliance with this Agreement, including but not limited to compliance with Section 3.2 (Data Protection), Section 4 (Acceptable Use), Section 5.3 (Restrictions), Section 6 (Confidentiality), and Section 7 (Fees and Payment). If Palantir becomes aware of or reasonably suspects any violation of this Agreement by Customer, upon provision of prior reasonable notice, Palantir may audit Customer's compliance with this Agreement, Customer's use of the Palantir Platform, and Customer's software monitoring system(s) and records, provided such audit is conducted during Customer's regular business hours. If Palantir reasonably believes such audit reveals that Customer has violated this Agreement, Palantir may exercise its termination rights pursuant to Section 8.2, and/or suspension of services rights pursuant to Section 8.4, as applicable, and Customer will be liable for the reasonable costs of the audit in addition to any other fees, damages, penalties, or remedies to which Palantir may be entitled under this Agreement and/or applicable law. For the avoidance

of doubt, Palantir's initiation of an audit is not necessarily a precondition of its exercise of termination rights pursuant to Section 8.2 or its exercise of its suspension of services rights pursuant to Section 8.4, if the conditions permitting exercise of the foregoing rights are met; Palantir's decision to initiate an audit does not preclude its ability to exercise its rights pursuant to Section 8.2 or Section 8.4, if the conditions permitting exercise of the foregoing rights are met.

## **5. Proprietary Rights.**

5.1 Customer Ownership. As between the Parties, Customer owns all rights, title, and interest, including all Intellectual Property Rights, in and to Customer Data and any modifications made thereto. Subject to the Agreement, Customer grants to Palantir a non-exclusive, worldwide, royalty-free right and license during the Term to use and process Customer Data solely to provide the Service and/or Professional Services, and as may be required by applicable law. Customer further grants to Palantir a worldwide, perpetual, irrevocable, royalty-free right and license to use, distribute, disclose, and make and incorporate into the Palantir Platform any suggestions, enhancement request, recommendation, or other feedback provided by Customer or Users relating to the Palantir Platform.

5.2 Palantir Ownership. As between the Parties, Palantir owns all rights, title, and interest, including all Intellectual Property Rights, in and to the Palantir Platform, and any other related documentation or materials provided by Palantir and any derivative works, modifications, or improvements of any of the foregoing (including without limitation all Intellectual Property Rights embodied in any of the foregoing). Except for the express rights granted herein, Palantir does not grant any other licenses or access, whether express or implied, or any ownership rights to any Palantir Platform, software, services, or Intellectual Property Rights.

5.3 Restrictions. Customer will not (and will not allow any third party to): (a) gain or attempt to gain unauthorized access to the Service or Website or infrastructure, or any element thereof, or circumvent or interfere with any authentication or security measures of the Service or Website; (b) interfere with or disrupt the integrity or performance of the Service or Website; (c) access or attempt to gain access to another customer's data; (d) adversely impact the ability of other customers to use the Service; (e) transmit material containing software viruses or other harmful or deleterious computer code, files, scripts, agents, or programs through the Service or Website; (f) decompile, disassemble, scan, reverse engineer, or attempt to discover any source code or underlying ideas or algorithms of any Palantir Platform (except to the extent that applicable law expressly prohibits such a reverse engineering restriction, and in such case only upon prior written notice to Palantir); (g) provide, lease, lend, use for timesharing or service bureau purposes, or otherwise use or allow others to use the Service for the benefit of any third party; (h) use the Service or Website for any purpose that is not expressly permitted by this Agreement; (i) list or otherwise display or copy any code of any Palantir Platform, except for Sample Materials to the extent necessary for Customer's use of the Service; (j) copy any Palantir Platform (or component thereof) or develop any improvement, modification, or derivative work thereof, except for Sample Materials to the extent necessary for Customer's use of the Service; (k) include any portion of any Palantir Platform in any other service, equipment, or item; (l) allow the transfer, transmission (including without limitation making available on-line, electronically transmitting, or otherwise communicating, to the



public), export, or re-export of any Palantir Platform (or any portion thereof) or any Palantir technical data; (m) perform penetration tests on the Service unless authorized by Palantir; (n) use, access, evaluate, or view the Palantir Platform for the purpose of building or offering a product or service similar to or competitive with the Palantir Platform; (o) remove, obscure, or alter, or otherwise violate the terms of any copyright notice, trademarks, logos, and trade names and any other notices (including third party open source or similar licenses) or identifications that appear on or in any Palantir Platform and any associated media; (p) use the Website or Palantir Platform to engage in or advance any fraud or misrepresentation (including but not limited to providing fraudulent or misleading information in response to the Order Submission Form); or (q) use or access the Service for the purposes of engaging in or supporting spamming activities or communications, or marketing activities or communications in violation of the Controlling the Assault of Non-Solicited Pornography and Marketing Act (15 U.S.C. § 7701 et seq.), the Telephone Consumer Protection Act (47 U.S.C. § 227), and all other applicable laws prohibiting spam or otherwise governing transmission of marketing materials and/or communications. Notwithstanding the foregoing, or any statement to the contrary herein, Third Party Content may be made available with notices and open source or similar licenses from such communities and third parties that govern the use of those portions, and Customer hereby agrees to be bound by and fully comply with all such licenses; *however*, the disclaimer of warranty and limitation of liability provisions in this Agreement will apply to all such Third Party Content.

**6. Confidentiality.** Each Party (the “**Receiving Party**”) shall keep strictly confidential all Confidential Information of the other Party (the “**Disclosing Party**”), and shall not use such Confidential Information except for the purposes of this Agreement, and shall not disclose such Confidential Information to any third party other than disclosure on a need-to-know basis to the Receiving Party’s directors, employees, agents, attorneys, accountants, subcontractors, or other representatives who are each subject to obligations of confidentiality at least as restrictive as those herein (“**Authorized Representatives**”). The Receiving Party shall use at least the same degree of care as it uses to prevent disclosure of its own confidential information, but in no event less than reasonable care. The Receiving Party may, without violating the obligations of the Agreement, disclose Confidential Information to the extent required by a valid court or government order, or as required by applicable law, provided that the Receiving Party: (a) provides the Disclosing Party with reasonable prior written notice of such disclosure and (b) uses reasonable efforts to limit disclosure and to obtain, or to assist the Disclosing Party in obtaining, confidential treatment or a protective order preventing or limiting the disclosure, while allowing the Disclosing Party to participate in the proceeding. “**Confidential Information**” means (i) in the case of Palantir, Palantir Platform (including any information relating thereto); (ii) in the case of Customer, Customer Data; and (iii) any other information which by the nature of the information disclosed or the manner of its disclosure would be understood by a reasonable person to be confidential, in each case, in any form (including without limitation electronic or oral) and whether furnished before, on, or after the Effective Date; *provided, however*, that Confidential Information shall not include any information that (1) is or becomes part of the public domain through no act or omission of the Receiving Party or its Authorized Representatives; (2) is known to the Receiving Party at the earlier of the Effective Date or the time of disclosure by the Disclosing Party (as evidenced by written records) without an obligation to keep it confidential; (3) was

rightfully disclosed to the Receiving Party prior to the Effective Date from another source without any breach of confidentiality by the third party discloser and without restriction on disclosure or use; or (4) the Receiving Party can document by written evidence that such information was independently developed without any use of or reference to Confidential Information. The Receiving Party shall be liable for any breaches of this Section by any person or entity to which the Receiving Party is permitted to disclose Confidential Information pursuant to this Section. The Receiving Party's obligations with respect to Confidential Information shall survive termination of this Agreement for five (5) years; *provided*, that the Receiving Party's obligations hereunder shall survive termination and continue in perpetuity, or as long as permitted by applicable law, with respect to any Confidential Information that is a trade secret under applicable law.

**7. Fees and Payment; Taxes.** The Service is deemed delivered upon the provision of access to Customer or for Customer's benefit. If there are fixed fees set forth in the Order Submission Form, such fees will be invoiced and payable on an upfront basis, or as otherwise set forth in the Order Submission Form. Any usage-based fees set forth in the Order Submission Form, including if payable in excess of any applicable included usage specified in the Order Submission Form, will be calculated in accordance with the usage rates set forth in the Order Submission Form (as applicable) and invoiced and payable quarterly in arrears, or as otherwise set forth in the Order Submission Form. All payments shall be made via wire transfer to an account designated by Palantir in the currency set forth on the corresponding invoice, or any other payment method agreed upon by the Parties (including as specified in the Order Submission Form) and as set forth on the corresponding invoice, within thirty (30) days after the date of issuance of Palantir's invoice. Any late payments shall be subject to a service charge equal to the lesser of 1.5% per month of the amount due or the maximum amount of interest allowed by applicable law. Unless otherwise stated in the Order Submission Form, fees are exclusive of applicable Taxes (except taxes on or measured by the net income of Palantir). Customer shall be responsible for all Taxes arising under this Agreement so that after payment of such Taxes the amount Palantir receives is not less than the fees set forth in the Order Submission Form. In the event a double taxation treaty applies, which provides a zero or reduced withholding tax rate, Customer agrees (a) not to withhold taxes in case of a zero withholding tax rate or (b) to withhold at the reduced tax rate in accordance with the double taxation treaty.

**8. Term and Termination; Suspension.**

8.1 Term; Termination for Convenience. Unless specified otherwise in the Order Submission Form, this Agreement is effective as of the Effective Date and shall continue in effect until terminated as provided herein (the "**Term**"); *provided*, if Customer is a natural person accessing a Primary User's instance of the Service as an authorized User (or equivalent, as identified on the Order Submission Form), the Term shall continue in effect until the Primary User's access to the Service expires or is terminated. Notwithstanding the foregoing, if specified otherwise in the Order Submission Form, "Term" shall mean the period from the Effective Date until the expiration of the term as specified in the Order Submission Form. Palantir may terminate this Agreement for convenience, for any or no reason, at any time, upon providing Customer sixty (60) days' prior notice of such termination.

**8.2 Termination for Cause.** Without limiting either Party's other rights, either Party may terminate this Agreement for cause (a) in the event of any material breach by the other Party of any provision of this Agreement and failure to remedy the breach (and provide reasonable written notice of such remedy to the non-breaching Party) within thirty (30) days following written notice of such breach from the non-breaching Party or (b) if the other Party seeks protection under any bankruptcy, receivership or similar proceeding or such proceeding is instituted against that Party and not dismissed within ninety (90) days. Except where an exclusive remedy is specified in this Agreement, the exercise by either Party of the right to terminate under this provision shall be without prejudice to any other remedies it may have under this Agreement or by law. In the event of termination of this Agreement by Customer for cause pursuant to Section 8.2(a) or by Palantir for Customer's failure to satisfy the Palantir Compliance Requirements as set forth in Section 8.4(c) (Suspension of Services), Palantir shall provide a pro-rated refund of any fees pre-paid for Services not utilized as of the effective date of termination.

**8.3 Effect of Termination.** Upon any termination or expiration of this Agreement, except as specifically set forth below, all Customer's rights, access, and licenses granted to Palantir Platform shall immediately cease and Customer shall promptly return or destroy all Data Connection Software, Sample Materials, and Documentation, and all other Palantir Confidential Information, and, upon written request, certify its compliance with the foregoing to Palantir in writing within ten (10) days of such request. Upon termination or expiration of this Agreement, if requested by Customer, Customer shall, subject to the terms of this Agreement, have access to the Service for thirty (30) days solely for the purpose of retrieving Customer Data. Palantir shall thereafter delete all Customer Data. Notwithstanding the foregoing, Palantir shall retain, subject to the other terms of this Agreement, and solely for security purposes, usage information and metadata related to the security of the Service, excluding Customer Data (except for security-related information such as IP addresses, usernames, log-in attempts, and search queries), for a period of two (2) years following the last event logged. No termination or expiration of this Agreement shall limit or affect rights or obligations that accrued prior to the effective date of termination or expiration (including without limitation payment obligations). Sections 1, 4 (excluding Section 4.5), 5, 6, 7, 8, 9, 10, 12, 13, 14, and 15 shall survive any termination or expiration of this Agreement.

**8.4 Suspension of Services.** If Palantir reasonably determines that: (a) You do not have authorization to bind Customer to this Agreement on Customer's behalf (in violation of the express representation and warranty in the preamble of this Agreement); (b) Customer's use of the Service, Palantir Platform, or Website violates applicable law or otherwise violates a material term of this Agreement (including Section 3.2 (Data Protection), Section 4 (Acceptable Use), Section 5.3 (Restrictions), Section 6 (Confidentiality), and Section 7 (Fees and Payment)); (c) Customer does not satisfy the Palantir Compliance Requirements; or (d) Customer has breached any of the warranties set forth in Section 11, Palantir reserves the right to disable, suspend, or terminate Customer's access to all or any part of the Website and/or the Palantir Platform.

## **9. Indemnification.**

**9.1 Palantir Indemnification.** Palantir shall defend Customer against any claim of infringement or violation of

any Intellectual Property Rights asserted against Customer by a third party based upon Customer's use of Palantir Platform in accordance with the terms of this Agreement and indemnify and hold harmless Customer from and against reasonable costs, attorneys' fees, and damages, if any, finally awarded against Customer pursuant to a non-appealable order by a court of competent jurisdiction in such claim or settlement entered into by Palantir. If Customer's use of any of the Palantir Platform is, or in Palantir's opinion is likely to be, enjoined by a court of competent jurisdiction due to the type of infringement specified above, or if required by settlement approved by Palantir in writing, Palantir may, in its sole discretion: (a) substitute substantially functionally similar products or services; (b) procure for Customer the right to continue using the Palantir Platform; or (c) if Palantir reasonably determines that options (a) and (b) are commercially impracticable, terminate this Agreement and refund to Customer a pro-rated portion of the fees paid hereunder for the terminated Palantir Platform that reflects the remaining portion of the Term active at the time of termination. The foregoing indemnification obligations of Palantir shall not apply: (i) if Palantir Platform is modified by or at the direction of Customer or Users, but only to the extent the alleged infringement would not have occurred but for such modification; (ii) if Palantir Platform is combined with non-Palantir products not authorized by Palantir, but only to the extent the alleged infringement would not have occurred but for such combination; (iii) to any unauthorized use of Palantir Platform, any use that is not consistent with the Documentation, any use that violates Section 4 (Acceptable Use), or use during any period of suspension (as set forth in Section 8.4); (iv) to any Customer Data; or (v) to any non-Palantir products or services.

**9.2 Customer Indemnification.** Customer shall defend Palantir against any third party claim asserted against Palantir arising from or relating to (a) Customer's violation of applicable law, (b) Customer Data, (c) Customer's breach of the DPA, (d) Customer's breach of Section 4 (Acceptable Use), (e) Customer's breach of Section 5.3 (Restrictions), or (f) any Customer-offered product or service (except if such claim is attributable to the Service as offered by Palantir) 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 pursuant to a non-appealable order.

**9.3 Indemnification Procedure.** The obligations of the indemnifying Party shall be conditioned upon the indemnified Party providing the indemnifying Party with: (a) prompt written notice (in no event to exceed twenty (20) days) of any claim, suit, or demand of which it becomes aware; (b) the right to assume the exclusive defense and control of any matter that is subject to indemnification (*provided* that the indemnifying Party will not settle any claim unless it unconditionally releases the indemnified Party of all liability and does not admit fault or wrongdoing by the indemnified Party); and (c) cooperation with any reasonable requests assisting the indemnifying Party's defense and settlement (at the indemnifying Party's expense). This Section sets forth each Party's sole liability and obligation and the sole and exclusive remedy with respect to any claim of Intellectual Property Rights infringement.

## **10. Palantir Warranty and Disclaimer.**

**10.1 Palantir Warranty.** Palantir warrants that during the applicable Order Term, (a) the Service will be provided substantially in accordance with the applicable Documentation and (b) the Professional Services will be

provided in a professional and workmanlike manner. In the event of a breach of an above warranty, Customer may give Palantir written notice of termination of this Agreement, which termination will be effective thirty (30) days after Palantir's receipt of the notice, unless Palantir is able to remedy the breach prior to the effective date of termination. This warranty shall not apply to the extent such breach is caused by Customer Data or misuse or unauthorized modification of the Service (including but not limited to Customer's violation of Section 4 (Acceptable Use)) or any Customer selected hardware used in connection with the Service. In the event of termination of this Agreement pursuant to Customer's exercise of its right under this Section, Customer shall be entitled to receive from Palantir, as its sole and exclusive remedy, a refund of a pro-rated portion of the fees paid hereunder that reflects the remaining portion of the Term active at the time of termination.

10.2 Disclaimer. NO AMOUNTS PAID HEREUNDER ARE REFUNDABLE OR OFFSETTABLE EXCEPT AS OTHERWISE EXPLICITLY SET FORTH HEREIN. EXCEPT AS EXPRESSLY SET FORTH HEREIN, AND ONLY TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE PALANTIR PLATFORM AND PROFESSIONAL SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY OTHER WARRANTIES OF ANY KIND AND PALANTIR AND ITS SUPPLIERS AND SERVICE PROVIDERS HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, RELATING TO THE PALANTIR PLATFORM AND PROFESSIONAL SERVICES PROVIDED HEREUNDER OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING LIMITATION, PALANTIR DOES NOT WARRANT THAT THE PALANTIR PLATFORM AND PROFESSIONAL SERVICES WILL MEET CUSTOMER REQUIREMENTS OR GUARANTEE ANY RESULTS, OUTCOMES, OR CONCLUSIONS OR THAT OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. PALANTIR IS NOT RESPONSIBLE OR LIABLE FOR ANY THIRD PARTY SERVICES (INCLUDING WITHOUT LIMITATION, UPTIME GUARANTEES, OUTAGES, OR FAILURES), CUSTOMER DATA, OR ANY THIRD PARTY CONTENT. PALANTIR DOES NOT CONTROL THE TRANSFER OF INFORMATION OR CUSTOMER DATA OVER COMMUNICATIONS FACILITIES, THE INTERNET, OR THIRD PARTY SERVICES, AND THE SERVICE MAY BE SUBJECT TO DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. PALANTIR IS NOT RESPONSIBLE FOR ANY DELAYS, FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

**11. Customer Warranty**. Customer warrants that (a) Customer has provided all necessary notifications and obtained all necessary consents, authorizations, approvals, and/or agreements as required by any applicable laws or policies, and has informed Palantir of any obligations applicable to Palantir's processing of Customer Data, in order to enable Palantir to process Customer Data, including personal data, according to the scope, purpose, and instructions specified by Customer and that Customer will not direct the processing of Customer Data by Palantir in violation any laws or regulations (including localization requirements) or rights of third parties; (b) it will not use the Service for any unauthorized or illegal purposes; and (c) it will not upload or import Customer Data to the Service requiring additional documentation without first executing such documentation. All Customer Data that Customer integrates, uses, or otherwise makes available in or through use of the Service and the conclusions drawn therefrom are done at Customer's own risk and Customer will be

solely liable and responsible for any damage or losses to any party resulting therefrom.

**12. Limitations of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES 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 THE PALANTIR PLATFORM, EVEN IF THE PARTY HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH LOSS OR DAMAGES. EXCEPT FOR THE PARTIES' OBLIGATIONS SET FORTH IN SECTIONS 5 AND 9.2 OF THIS AGREEMENT AND CUSTOMER'S PAYMENT OBLIGATIONS HEREUNDER, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY AGREES THAT THE MAXIMUM AGGREGATE LIABILITY OF EITHER PARTY AND ITS AFFILIATES TO THE OTHER PARTY AND ITS AFFILIATES FOR ALL CLAIMS OF ANY KIND SHALL NOT EXCEED THE GREATER OF A) THE FEES PAID OR PAYABLE TO PALANTIR BY CUSTOMER UNDER THE AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM FOR THE SERVICE OR PROFESSIONAL SERVICES THAT GAVE RISE TO SUCH CLAIM OR B) ONE HUNDRED THOUSAND DOLLARS (USD 100,000), AND THAT SUCH REMEDY IS FAIR AND ADEQUATE. NOTWITHSTANDING THE FOREGOING SENTENCE, IF NO FEES ARE PAYABLE BY CUSTOMER DURING THE TERM, EXCEPT FOR THE PARTIES' OBLIGATIONS SET FORTH IN SECTIONS 5 AND 9.2 OF THIS AGREEMENT AND CUSTOMER'S PAYMENT OBLIGATIONS HEREUNDER, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY AGREES THAT THE MAXIMUM AGGREGATE LIABILITY OF EITHER PARTY AND ITS AFFILIATES TO THE OTHER PARTY AND ITS AFFILIATES FOR ALL CLAIMS OF ANY KIND SHALL NOT EXCEED FIFTY THOUSAND DOLLARS (USD 50,000), AND THAT SUCH REMEDY IS FAIR AND ADEQUATE. THE LIMITATIONS SET FORTH IN THIS SECTION 12 SHALL APPLY REGARDLESS OF WHETHER AN ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY.

**13. DISPUTE RESOLUTION.** ANY DISPUTE, CONTROVERSY, OR CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING ARBITRABILITY, THAT CANNOT BE RESOLVED FOLLOWING GOOD FAITH DISCUSSIONS WITHIN SIXTY (60) DAYS AFTER NOTICE OF A DISPUTE SHALL BE FINALLY SETTLED BY ARBITRATION. THE GOVERNING LAW SHALL BE THE SUBSTANTIVE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THEREOF, AND ARBITRATION SHALL BE ADMINISTERED IN NEW YORK, NEW YORK, UNITED STATES UNDER THE COMPREHENSIVE ARBITRATION RULES AND PROCEDURES OF THE JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC. ("JAMS") AND THE FEDERAL RULES OF EVIDENCE (NOTWITHSTANDING JAMS RULE 22(D) OR ANY OTHER JAMS RULE TO THE CONTRARY). THE PARTIES AGREE TO ARBITRATE SOLELY ON AN INDIVIDUAL BASIS, AND THIS AGREEMENT DOES NOT PERMIT CLASS

ARBITRATION OR ANY CLAIMS BROUGHT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, REPRESENTATIVE, PAGA, JOINT, OR REPRESENTATIVE ARBITRATION PROCEEDING. THE ARBITRAL TRIBUNAL MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. NOTWITHSTANDING THE FOREGOING, EACH PARTY SHALL HAVE THE RIGHT TO INSTITUTE AN ACTION AT ANY TIME IN A COURT OF PROPER JURISDICTION FOR PRELIMINARY INJUNCTIVE RELIEF PENDING A FINAL DECISION BY THE ARBITRATOR(S), PROVIDED THAT (A) THE PARTY INSTITUTING THE ACTION SHALL SEEK AN ORDER TO FILE THE ACTION UNDER SEAL (OR AT A MINIMUM DO SO FOR ANY FILINGS CONTAINING CONFIDENTIAL INFORMATION OR TRADE SECRETS) IN ORDER TO LIMIT DISCLOSURE AS PROVIDED IN SECTION 6 OF THIS AGREEMENT; AND (B) A PERMANENT INJUNCTION AND DAMAGES SHALL ONLY BE AWARDED BY THE ARBITRATOR(S).

#### **14. Agreement Updates.**

14.1 Updates to this Agreement. Palantir reserves the right to amend this Agreement at any time and will update this Agreement in the event of any such amendments. Palantir will notify Customer of ex-post changes to this Agreement by posting a notice on the Website and/or sending an email to the primary email address specified in an applicable Order Submission Form or on Customer's Account. Any amendments to this Agreement will become effective thirty (30) days after Palantir provides such notice. Customer's continued use of the Palantir Platform within thirty (30) days after Palantir provides the foregoing notice constitutes agreement to those revisions of this Agreement. For any other modifications, Customer's continued use of the Palantir Platform constitutes agreement to our revisions of this Agreement. Palantir reserves the right at any time and from time to time to modify (including the deprecation of functionality or tools), temporarily or permanently, the Palantir Platform (or any part thereof).

**15. Miscellaneous.** Palantir shall provide the Service and Professional Services consistent with laws and regulations applicable to Palantir's provision of such Service and Professional Services generally, including but not limited to, regarding data protection and international transfers of personal data, without regard to Customer's specific utilization of the Service except to the extent set forth in the Order Submission Form, and subject to Customer's compliance with this Agreement. The Parties shall comply with the Palantir AIP Addendum available at <https://palantir.pactsafe.io/aip-legal-3791.html>, which is hereby incorporated by reference. Except with Palantir's prior written consent, neither this Agreement nor the access or licenses granted hereunder may be assigned, transferred, or sublicensed by Customer, including, without limitation, pursuant to a change of control of Customer or sale of all or substantially all of the assets of Customer; any attempt to do so shall be void. Palantir may assign or delegate this Agreement, in whole or in part, to any person or entity at any time with or without Customer's consent. Palantir may terminate this Agreement in the event of a change of control of Customer or sale of all or substantially all of the assets of Customer. Palantir may subcontract this Agreement or portions thereof. Any notice required or permitted hereunder shall be in writing to Customer at the address(es) set forth in the Order Submission Form and if by email, notifications to

Palantir shall be sent to legalnotices@palantir.com or 1200 17th Street Floor 15 Denver, CO 80202 (ATTN: Legal). If any provision of this Agreement shall be adjudged by any court or tribunal 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. The Service and Professional Services are subject to control under U.S. export and sanctions laws and regulations, including the U.S. Export Administration Regulations (“EAR”) administered by the Department of Commerce’s Bureau of Industry and Security (“BIS”) and embargo and sanctions regulations administered by the U.S. Department of Treasury’s Office of Foreign Assets Control (“OFAC”). The Service controlled under 5D002.c.1, ENC. Customer shall ensure that all exports, reexports, transfers, end-uses, and Users of the Service comply with the export and sanctions laws and regulations of the United States and other applicable jurisdictions, including without limitation those of the U.S. Bureau of Industry & Security and the Office of Foreign Assets Control. Customer represents that it is not subject to restrictions under any U.S. government restricted end user lists, and that it is not 50% or more, directly or indirectly, owned or controlled by any individuals or entities identified on such lists. Customer will immediately notify Palantir if Customer becomes subject to any such restrictions. Customer shall refrain from taking any action that causes Palantir to violate applicable export and sanctions laws and regulations. Except for the obligation to pay money, neither Party will be liable for any failure or delay under this Agreement due to any cause beyond its reasonable control, including without limitation acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act, or failure of the Internet, telecommunications, or hosting service provider, computer attacks, or malicious acts; *provided* that the delayed Party: (a) gives the other Party prompt notice of such cause; and (b) uses commercially reasonable efforts promptly to correct such failure or delay in performance. Palantir has the right to immediately suspend access to the Service: (a) if Customer is in material breach of this Agreement; (b) to prevent a security incident impacting Customer, Customer Content, or the Service; or (c) if continued access would violate applicable laws or if required to do so pursuant to applicable law or regulation or requests or orders of governmental, regulatory, or judicial authorities. There are no third party beneficiaries under this Agreement, whether express or implied. For the avoidance of doubt, nothing in this Agreement shall be construed to create a joint venture, employment, partnership, strategic alliance, formal alliance, or strategic partnership relationship between the Parties. This Agreement is the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. In the event of a conflict between these Terms of Service and any Order Submission Forms or exhibit, the terms of such Order Submission Form or exhibit will prevail. Palantir is in no way affiliated with, or endorsed or sponsored by, The Saul Zaentz Company d.b.a. Tolkien Enterprises or the Estate of J.R.R. Tolkien.

## **COUNTRY-SPECIFIC ADDENDUM**

For Customers located in any of the countries identified in this Country-Specific Addendum (the “**Addendum**”) and for whom the Palantir Terms of Service (“**Terms of Service**”) will not be governed by New York law (for example, because the choice of law provision in Section 13 of the Terms of Service will be ineffective under



applicable law), the following country-specific provisions below will replace or supplement the equivalent provisions in the Terms of Service as noted. Capitalized terms used in this Addendum not defined herein shall have the same meaning provided to them in the Terms of Service.

## **GERMANY**

**1. Acceptable Use.** Section 4.1 of the Terms of Service shall be replaced with the following:

“4.1 Applicable Laws. Customer shall ensure that Customer’s access and use of the Service, will not violate applicable laws of the United States or other laws applicable to Customer. In case either of the Parties is a German resident as defined by German foreign trade law, this obligation applies only with regard to export control laws and regulations enacted by the European Union or the Federal Republic of Germany and to export control laws and regulations other than those enacted by the European Union or the Federal Republic of Germany under the condition that economic sanctions have also been imposed by the Security Council of the United Nations, the Council of the European Union or the Federal Republic of Germany.”

**2. Palantir Warranty and Disclaimer.** Section 10.1 of the Terms of Service shall be replaced with the following, and Section 10.2 of the Terms of Service shall renumbered as Section 10.7:

“10. Palantir Warranty.

10.1 Palantir shall ensure the functional and operational performance of the Service in accordance with the terms of this Agreement. In particular, (a) the Service will be provided in accordance with the applicable Documentation and (b) the Professional Services will be provided in a professional and workmanlike manner during the Term. Subject to the subsequent clauses, Customer’s rights to make a warranty claim in case of faults shall be as if the statutory regulations on warranty (in particular, warranty rules of tenancy law under German law) apply.

10.2 This warranty shall not apply (i) in the case of only insignificant deviation from the agreed quality or only insignificant impairment of the usability of the Service; (ii) if Customer does not report a defect immediately and Palantir was unable to remedy the defect as a result of the failure to report the defect immediately; or (iii) if Customer is aware of the defect at the time of conclusion of the contract and has not reserved his rights.

10.3 Further, this warranty shall not apply to the extent (i) a breach of the warranty is caused by any incorrect use of the Service by Customer, (ii) such breach is caused by Customer’s misuse or unauthorized modification of the Service, (iii) such breach is caused by any use of the Service contrary to any conditions of use provided for the Service and specified in the applicable Documentation, (iv) such breach is caused by any violation of Section 4 (Acceptable Use), and (v) to the extent such breach is caused by any use of Customer-selected hardware or software used in connection with the Service which is not suitable for the use with the Service.

10.4 Insofar as a defect has been reported by the Customer and the Customer’s warranty claims are not excluded, Palantir is obliged to remedy the defect within a reasonable period of time - through measures of its own choice. Customer shall give Palantir reasonable time and opportunity to remedy the defect. Palantir’s employees and agents shall be granted free access to Customer’s systems for this purpose, insofar as this is

necessary.

10.5 In the event of impossibility or failure to remedy the defect, culpable or unreasonable delay or serious and final refusal to remedy the defect by Palantir or in other cases in which the remedy of the defect would be unreasonable for the Customer, the Customer shall in particular be entitled to reduce the fee owed in accordance with the extent of the impairment ("*Minderung*"). The user is not entitled to assert a claim for reduction by independently deducting the amount of the reduction from the fee to be paid on an ongoing basis; the user's right under the law of enrichment ("*bereicherungsrechtlicher Anspruch*") to reclaim the overpaid part of the fee remains unaffected by this.

10.6 In case Palantir has, in the event of a breach of the warranty, not been able to remedy the defect within a reasonable period of time as set out above, Customer may give Palantir written notice of termination of this Agreement, which termination will be effective thirty (30) days after Palantir's receipt of the notice, unless Palantir is able to remedy the breach prior to the effective date of termination. In the event of termination of this Agreement pursuant to Customer's exercise of its right under this Section, Customer shall be entitled to receive from Palantir, a pro-rated refund of any fees pre-paid for the Services after the effective date of termination. The Customer's right to claim damages in accordance with this Agreement remains unaffected."

**3. Limitations of Liability.** Section 12 of the Terms of Service shall be replaced with the following:

"12. Limitations of Liability. In all cases of contractual and non-contractual liability, Palantir's liability shall be limited to damages or replacement of futile expenses only to the following extent:

12.1 In the event of intent or gross negligence, Palantir's liability shall be in line with and not exceed the limits permitted according to the statutory provisions. The same shall apply in the event of culpably caused damages resulting from an injury to life, body or health, in the event of damages resulting from a guarantee as to quality ("*Beschaffenheitsgarantie*"), as well as in the event of defaults concealed fraudulently ("*arglistig verschwiegene Mängel*").

12.2 In an event of slight negligence, Palantir's liability shall be limited to breaches of a contractual core duty. A contractual core duty is an obligation whose fulfilment makes the implementation of an agreement possible in the first place and on the fulfilment of which the contractual partner may therefore generally rely. Liability in case of slightly negligent infringement of any such contractual core duty shall be limited to the amount of damage which was foreseeable at the time of conclusion of the agreement and typical taking into account the nature of the contract ("*vorhersehbarer und vertragstypischer Schaden*").

12.3 The above liability restrictions shall also apply in favour of the representatives, employees and vicarious agents of Palantir.

12.4 The above liability restrictions shall not apply to applicable mandatory statutory liability provisions which cannot be derogated from by agreement.

12.5 Any liability of Palantir for lost data shall be limited to compensatory damages in the amount necessary for restoration of the data using electronic backup media. The obligation of Customer to back-up data on a

regular basis according to the state of the art shall remain unaffected thereby.

12.6 All other liability shall be excluded.”

## UNITED KINGDOM

**1. Termination.** If Customer is a natural person, the following new subsection shall be added to the Terms of Service as Section 8.5, immediately following Section 8.4:

“8.5 Cancellation Period Required by Law. If Customer is a natural person, Customer has the right to terminate this Agreement no later than fourteen (14) calendar days after the Effective Date (the “**Cancellation Period**”), for any or no reason. To exercise the foregoing termination right, Customer must notify Palantir of its decision to exercise this right upon sending an email to [legalnotices@palantir.com](mailto:legalnotices@palantir.com) within the Cancellation Period clearly stating Customer’s intention to exercise the termination right provided in this Section 8.5. Palantir will reimburse to Customer any payments received from Customer prior to the effective date of termination pursuant to this Section 8.5, no later than thirty (30) days after the effective date of termination using the same means of payment as Customer used, unless Customer has expressly agreed otherwise.

**2. Disclaimer.** If Customer is a natural person, Section 10.2 of the Terms of Service shall be replaced with the following:

“10.2 Disclaimer. NO AMOUNTS PAID HEREUNDER ARE REFUNDABLE OR OFFSETABLE EXCEPT AS OTHERWISE EXPLICITLY SET FORTH HEREIN. EXCEPT AS EXPRESSLY SET FORTH HEREIN , THE PALANTIR PLATFORM AND PROFESSIONAL SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY OTHER WARRANTIES OF ANY KIND AND PALANTIR AND ITS SUPPLIERS AND SERVICE PROVIDERS HEREBY DISCLAIM ALL CONDITIONS, WARRANTIES AND OTHER TERMS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, RELATING TO THE PALANTIR PLATFORM AND PROFESSIONAL SERVICES PROVIDED HEREUNDER OR OTHERWISE THAT ARE NOT EXPRESSLY SET OUT IN THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF NON-INFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING LIMITATION, PALANTIR DOES NOT WARRANT THAT THE PALANTIR PLATFORM AND PROFESSIONAL SERVICES WILL MEET CUSTOMER REQUIREMENTS OR GUARANTEE ANY RESULTS, OUTCOMES, OR CONCLUSIONS OR THAT OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. PALANTIR IS NOT RESPONSIBLE OR LIABLE FOR ANY THIRD PARTY SERVICES (INCLUDING WITHOUT LIMITATION, UPTIME GUARANTEES, OUTAGES, OR FAILURES), CUSTOMER DATA, OR ANY THIRD PARTY CONTENT. PALANTIR DOES NOT CONTROL THE TRANSFER OF INFORMATION OR CUSTOMER DATA OVER COMMUNICATIONS FACILITIES, THE INTERNET, OR THIRD PARTY SERVICES, AND THE SERVICE MAY BE SUBJECT TO DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. PALANTIR IS NOT RESPONSIBLE FOR ANY DELAYS, FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. THIS SECTION APPLIES ONLY TO THE EXTENT PERMITTED BY LAW.”

**3. Limitation of Liability.** If Customer is a natural person, Section 12 of the Terms of Service shall be replaced with the following:

“12. Limitations of Liability. NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE LIABILITY FOR PERSONAL INJURY OR DEATH CAUSED BY NEGLIGENCE, FOR FRAUD OR FRAUDULENT MISREPRESENTATION OR FOR LIABILITY WHICH MAY NOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW. SUBJECT TO THE FOREGOING, BUT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES 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 THE PALANTIR PLATFORM, EVEN IF THE PARTY HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH LOSS OR DAMAGES. EXCEPT FOR THE PARTIES' OBLIGATIONS SET FORTH IN SECTIONS 5 AND 9.2 OF THIS AGREEMENT AND CUSTOMER'S PAYMENT OBLIGATIONS HEREUNDER, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY AGREES THAT THE MAXIMUM AGGREGATE LIABILITY OF EITHER PARTY AND ITS AFFILIATES TO THE OTHER PARTY AND ITS AFFILIATES FOR ALL CLAIMS OF ANY KIND SHALL NOT EXCEED THE GREATER OF A) THE FEES PAID OR PAYABLE TO PALANTIR BY CUSTOMER UNDER THE AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM FOR THE SERVICE OR PROFESSIONAL SERVICES THAT GAVE RISE TO SUCH CLAIM OR B) ONE HUNDRED THOUSAND DOLLARS (USD 100,000), AND THAT SUCH REMEDY IS FAIR AND ADEQUATE. NOTWITHSTANDING THE FOREGOING SENTENCE, IF NO FEES ARE PAYABLE BY CUSTOMER DURING THE TERM, EXCEPT FOR THE PARTIES' OBLIGATIONS SET FORTH IN SECTIONS 5 AND 9.2 OF THIS AGREEMENT AND CUSTOMER'S PAYMENT OBLIGATIONS HEREUNDER, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY AGREES THAT THE MAXIMUM AGGREGATE LIABILITY OF EITHER PARTY AND ITS AFFILIATES TO THE OTHER PARTY AND ITS AFFILIATES FOR ALL CLAIMS OF ANY KIND SHALL NOT EXCEED FIFTY THOUSAND DOLLARS (USD 50,000), AND THAT SUCH REMEDY IS FAIR AND ADEQUATE. THE LIMITATIONS SET FORTH IN THIS SECTION 12 SHALL APPLY REGARDLESS OF WHETHER AN ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY.”

**4. Dispute Resolution.** If Customer is a natural person, Section 13 of the Terms of Service shall be replaced with the following:

“13. DISPUTE RESOLUTION. ANY DISPUTE, CONTROVERSY, OR CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING ARBITRABILITY, THAT IS FOR AN AMOUNT EXCEEDING FIVE THOUSAND GREAT BRITISH POUNDS (5,000 GBP) THAT CANNOT BE RESOLVED FOLLOWING GOOD FAITH DISCUSSIONS WITHIN SIXTY (60) DAYS AFTER NOTICE OF A DISPUTE SHALL BE FINALLY

SETTLED BY ARBITRATION. IF CUSTOMER IS LOCATED IN THE AMERICAS, THEN THE GOVERNING LAW SHALL BE THE SUBSTANTIVE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THEREOF, AND ARBITRATION SHALL BE ADMINISTERED IN NEW YORK, NEW YORK, UNITED STATES UNDER THE COMPREHENSIVE ARBITRATION RULES AND PROCEDURES OF THE JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC. ("JAMS") AND THE FEDERAL RULES OF EVIDENCE (NOTWITHSTANDING JAMS RULE 22(D) OR ANY OTHER JAMS RULE TO THE CONTRARY). IF CUSTOMER IS LOCATED OUTSIDE OF THE AMERICAS, THEN THE GOVERNING LAW SHALL BE THE SUBSTANTIVE LAWS OF ENGLAND AND WALES, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THEREOF, AND WITHOUT REGARD TO THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, AND ARBITRATION SHALL BE ADMINISTERED IN LONDON, UNITED KINGDOM UNDER THE RULES OF ARBITRATION OF THE INTERNATIONAL CHAMBER OF COMMERCE ("ICC RULES"); PROVIDED THAT IF CUSTOMER IS A BUSINESS ENTITY ORGANIZED UNDER THE LAWS OF THE KINGDOM OF SAUDI ARABIA, THEN NOTWITHSTANDING THE FOREGOING, THE GOVERNING LAW SHALL BE THE SUBSTANTIVE LAWS OF ENGLAND AND WALES, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THEREOF, AND WITHOUT REGARD TO THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, AND ARBITRATION SHALL BE CONDUCTED IN THE ENGLISH LANGUAGE AND ADMINISTERED IN RIYADH, KINGDOM OF SAUDI ARABIA UNDER THE RULES OF ARBITRATION OF THE SAUDI CENTER FOR COMMERCIAL ARBITRATION ("SCCA"). NOTWITHSTANDING THE FOREGOING, EACH PARTY SHALL HAVE THE RIGHT TO INSTITUTE AN ACTION AT ANY TIME IN A COURT OF PROPER JURISDICTION FOR PRELIMINARY INJUNCTIVE RELIEF PENDING A FINAL DECISION BY THE ARBITRATOR(S), PROVIDED THAT (A) THE PARTY INSTITUTING THE ACTION SHALL SEEK AN ORDER TO FILE THE ACTION UNDER SEAL (OR AT A MINIMUM DO SO FOR ANY FILINGS CONTAINING CONFIDENTIAL INFORMATION OR TRADE SECRETS) IN ORDER TO LIMIT DISCLOSURE AS PROVIDED IN SECTION 6 OF THIS AGREEMENT; AND (B) A PERMANENT INJUNCTION AND DAMAGES SHALL ONLY BE AWARDED BY THE ARBITRATOR(S). ANY DISPUTE, CONTROVERSY, OR CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT THAT IS NOT REQUIRED TO BE REFERRED TO ARBITRATION PURSUANT TO THE FOREGOING SHALL BE REFERRED TO THE COURTS OF ENGLAND AND WALES, AND THE GOVERNING LAW SHALL BE THE SUBSTANTIVE LAWS OF ENGLAND AND WALES, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THEREOF, AND WITHOUT REGARD TO THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS."