

## PALANTIR THIRD PARTY MODEL ACTIVATION ADDENDUM - ANTHROPIC

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 Anthropic, 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 Anthropic, PBC
- 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 that its use of the Service (a) shall comply with the Anthropic Usage Policy (available at <https://www.anthropic.com/legal/aup>); and (b) shall not facilitate or engage in the following: (i) design, market, help distribute or utilize weapons, explosives, dangerous materials or other systems designed to cause harm to or loss of human life; (ii) covertly tracking, targeting, or surveilling individuals, i.e., searching for or gathering information on an individual or group in order to track, target or report on their identity, including using the product for facial recognition, covert tracking, battlefield management applications or predictive policing; (iii) automated determination of financing eligibility of individuals, i.e., making automated decisions about the eligibility of individuals for financial products and creditworthiness; (iv) automated determination of employment and housing decisions, i.e., making automated decisions about the employability of individuals or other employment determinations or decisions regarding eligibility for housing, including leases and home loans; (v) any law enforcement application, except for the following permitted applications by U.S. law enforcement organizations: back office uses including call center support, document summarization, and accounting; (vi) analysis of data for the location of missing persons and other applications, provided that such applications do not otherwise violate or impair the liberty, civil liberties, or human rights of natural persons; (vii) shall not be for the purpose of building a product or service to the Anthropic Model Service (including to train competing Models or to resell the Models); and (viii) shall not involve reverse engineering or duplicating the Anthropic Model Service.

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

Anthropic, PBC 548 Market Street, PMB 90375 San Francisco, CA 94104, 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.