PALANTIR TERMS OF SERVICE

These Palantir Terms of Service (collectively with any attachments, addenda, or exhibits referenced herein and any Order Forms (as defined below) that reference these Terms of Service, the "**Agreement**") apply to any Order Form(s) between Customer (as defined below) and Palantir (each a "**Party**" and collectively the "**Parties**") and is effective as of the Effective Date of the first Order Form between the Parties.

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 50% of the voting equity securities or other equivalent voting interests of an entity.

1.2 "**Customer**" means the customer identified on the Order Form who is Party to this Agreement.

1.3 "**Customer Data**" means any data (including aggregated or transformed versions thereof and analytical outputs), models, algorithms, analyses, transformation code, business logic or other content that is provided by, whether directly or indirectly from a third party, or created by Customer or Users (as defined below) using the Service, for integration, use, or other processing in or through the Service. Palantir does not claim ownership of Customer Data.

1.4 "**Data Connection Software**" means Palantir software provided for installation locally for Customer to connect Customer Data to the Service.

1.5 "**Documentation**" means any technical documentation for the Service made available in connection with the Service, including the technical documentation relevant to the Service, updated from time to time at Palantir's sole discretion.

1.6 "**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.

1.7 "**Order Form**" means an ordering document specifying the Service and/or Professional Services (if applicable) to be provided hereunder that is entered into between Palantir and Customer, including any attachments, addenda, or exhibits thereto.

1.8 "**Palantir**" means Palantir Technologies Inc., a Delaware corporation, except if a subsidiary thereof is specified on the Order Form as the contracting entity, in which case "Palantir" means that subsidiary.

1.9 "**Palantir Technology**" means the Service, Documentation, Data Connection Software, Sample Materials, software, 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.

1.10 "**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.

1.11 "**Service**" means Palantir's proprietary software-as-a-service offering(s) set forth in an Order Form.

1.12 "**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 with respect thereto, imposed on, with respect to, or otherwise associated with any transaction hereunder.

1.13 "**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.

1.14 "**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).

2. Provision of Service.

2.1 Service Access. Palantir shall make available the Service to Customer, during the applicable Order Term (as defined below) 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 business purposes, or as otherwise set forth in an Order Form.

2.2 Data Connection Software License. If applicable for use of the Service, Palantir grants to Customer during the applicable Order Term a non-exclusive, nontransferable, non-sublicenseable, 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 the Sample Materials for use by Customer during the Order Term. If applicable, Palantir grants to Customer during the applicable Order Term a non-exclusive, nontransferable, non-sublicenseable, 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 the usage of the Service (a) to provide and secure the Service for the benefit of Customer and (b) to analyze, maintain, support, and improve the Service (*provided* that in relation to (b), the data collected shall not include personal data or Customer 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://palantir.safebase.us/. The Palantir ISP additionally is aligned with NIST 800-53, TSC (Trust Service Criteria), and CIS (Center for Internet Security) frameworks and management systems. Palantir will make available to Customer upon written request (no more frequently than once per calendar year) Palantir's: (a) ISAE 3000/SSAE18 SOC2 TYPE II Report, (b) Penetration Test Attestation Letter, and (c) ISO 27001 Certificate. Palantir shall provide the above audit documentation relating to Palantir's operating practices and procedures to the extent relevant to the Service. Customer acknowledges that Palantir's documentation noted in this Section and other related information are Palantir's Confidential Information (as defined below) hereunder.

2.6 Service Levels and Support. During the applicable Order Term, Palantir will provide support services as specified in the applicable Order Form. If so specified, and subject to the payment of applicable fees set forth in the applicable Order Form, Palantir will provide Customer the service levels and support consistent with the support terms and service levels set forth in the Palantir Service Level Agreement and Support Policy. Any supplemental software code or related materials that Palantir provides to Customer as part of any support services are part of the Palantir Technology and are subject to the terms and conditions of this Agreement.

2.7 Professional Services. Palantir shall provide Customer with implementation, enablement, integration, configuration, or training with respect to Customer's use of the Service solely as specified in an Order Form and subject to any fees thereunder ("**Professional Services**"). If the Order Form specifies no Professional Services, Palantir may, at its sole 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 Technology and other materials provided by Palantir under this Agreement.

3. Customer Use of Service.

3.1 Accounts. Customer may provision accounts to access the Service ("Accounts") for its (a) employees, (b) contractors, or (c) other users (including its Affiliates' employees or contractors) specified in an Order Form for the purposes authorized hereunder (collectively, "Users"). Customer shall be responsible and/or liable 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) any breach or violation of this Agreement by any Users. 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. If Customer does not use its own identity provider service, Palantir may, on a temporary and exceptional basis, directly provision Accounts. In such cases, Customer acknowledges and accepts that User authentication cannot be restricted to approved devices or hardware and Accounts can only be terminated manually, upon receipt of specific instructions from Customer.

3.2 Data Protection. The Parties shall comply with the Palantir Data Protection Addendum, available at https://www.palantir.com/data-protection/agreement/3791/. 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.

4. Acceptable Use.

4.1 Applicable Laws. Customer's access and use of the Service, will not violate applicable laws of the United States or other laws applicable in the jurisdiction in which Customer is located, in which any natural persons who can be identified (directly or indirectly) by reference to the Customer Data is located or in which Customer Data is stored, and it is solely Customer's responsibility to ensure such compliance.

4.2 Export Controls. The Palantir Technology and Professional Services may be subject to trade control regulations of the United States, including without limitation the U.S. Export Administration Regulations administered by the Department of Commerce's Bureau of Industry and Security and embargo and sanctions regulations administered by the U.S. Department of Treasury's Office of Foreign Assets Control or other export control and sanctions laws, including those applicable in other jurisdictions (the "Trade Compliance Requirements"). The Service is controlled under 5D002.c.1, ENC. Customer may not use the Palantir Technology in violation of, or take any action that causes Palantir to violate, applicable Trade Compliance Requirements. Customer also 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, and it will immediately notify Palantir if Customer becomes subject to any such restrictions. Customer may not (unless expressly agreed otherwise in a signed, written instrument, including in an applicable Order Form) use or access the Service to (1) 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, and (2) ingest, access, or transmit Controlled Unclassified Information.

4.3 Use of PII and/or PHI. If Customer uses or anticipates usage of Personally Identifiable Information, Personal Data, Personal Information, or Protected Health Information, each as defined under applicable law, in connection with the Service, Customer will follow the relevant guidance and best practices for protecting sensitive data 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 Form expressly prohibits or restricts such use.

4.4 Use Cases. Customer will comply with the Use Case Restrictions available at https://palantir.pactsafe.io/legal-3791.html#ucr-985315.

5. Proprietary Rights.

5.1 Customer Data 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 this Agreement, Customer grants to Palantir a non-exclusive, worldwide, royalty-free right and license during the Term (as defined below) to process Customer Data solely to provide the Service and/or Professional Services. 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 Technology any suggestions, enhancement request, recommendation, or other feedback provided by Customer or Users relating to the Palantir Technology.

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 Technology, 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 Technology, 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 infrastructure, or any element thereof, or circumvent or interfere with any authentication or security measures of the Service; (b)

interfere with or disrupt the integrity or performance of the Service; (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; (f) decompile, disassemble, scan, reverse engineer, or attempt to discover any source code or underlying ideas or algorithms of any Palantir Technology (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 for any purpose that is not expressly permitted by this Agreement; (i) list or otherwise display or copy any code of any Palantir Technology, except for the Sample Materials to the extent necessary for Customer's use of the Service; (j) copy any Palantir Technology (or component thereof) or develop any improvement, modification, or derivative work thereof, except for the Sample Materials to the extent necessary for Customer's use of the Service; (k) include any portion of any Palantir Technology in any other service, equipment, or item; (l) perform penetration tests on the Service unless authorized by Palantir; (m) use, access, evaluate, or view the Palantir Technology for the purpose of designing, modifying, improving, informing, or otherwise creating any service, environment, software, models, algorithms, products, program, or infrastructure or any portion thereof, which competes with or performs functions similar to the functions of the Palantir Technology or any product or service offered by Palantir now or in the future; (n) 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 Technology and any associated media; (o) use the Palantir Technology to engage in or advance any fraud or misrepresentation (including but not limited to providing fraudulent or misleading information in response to the Order Form); or (p) 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.

6. Confidentiality. Each Party (the "**Receiving Party**") shall keep strictly confidential all Confidential Information of the other Party (the "**Disclosing Party**"), 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 this Agreement, disclose Confidential Information to the extent required by a valid court or government order, provided that the Receiving Party: (a) to the extent legally permitted, 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 Technology (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 an Order Form, such fees will be invoiced and payable on an upfront basis, or as otherwise set forth in the Order Form. Any usage-based fees set forth in an Order Form, including if payable in excess of any applicable included usage specified in an Order Form, will be calculated in accordance with the usage rates set forth in the Order Form (as applicable) and invoiced and payable quarterly in arrears, or as otherwise set forth in an Order 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 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 an Order Form, fees are exclusive of applicable Taxes. Customer shall be responsible for all Taxes arising under this Agreement (except taxes on or measured by the net income of Palantir) so that after payment of such Taxes, the amount Palantir receives is not less than the fees set forth in an Order 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. Unless specified otherwise in the Order Form, this Agreement is effective as of the Effective Date and shall continue in effect for six (6) months from the date of expiration of the last to expire Order Form, unless otherwise terminated as provided herein (the "**Term**"). The term of each Order Form shall continue for the duration set forth in the Order Form (the "**Order Term**"), unless otherwise terminated as provided herein.

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), Palantir shall provide a pro-rated refund of any fees pre-paid for the Service after 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 of Customer's rights, access, and licenses granted to Palantir Technology shall immediately cease, and Customer shall promptly return or destroy all Data Connection Software, Sample Materials, 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 or otherwise render inaccessible 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, and 14 shall survive any termination or expiration of this Agreement.

8.4 Suspension of Service. If Palantir reasonably determines or suspects that: (a) Customer's use of the Service violates applicable law (including but not limited to the Trade Compliance Requirements) or otherwise violates a material term of this Agreement (including but not limited to Section 3.2 (Data Protection), Section 4 (Acceptable Use), Section 5.3 (Restrictions), Section 6 (Confidentiality), Section 7 (Fees and Payment), and Section 11 (Customer Warranty)), or (b) Customer's use of the Service poses a risk of material harm to Palantir or its other customers, Palantir reserves the right to disable or suspend Customer's access to all or any part of the Palantir Technology, subject to Palantir providing Customer notice of such suspension concurrent or prior to such suspension.

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 Technology 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 tribunal of competent jurisdiction in such claim or settlement entered into by Palantir. If Customer's use of any of the Palantir Technology 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 Technology; 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

Service that reflects the remaining portion of the Order Terms of any Order Forms in effect at the time of termination. The foregoing indemnification obligations of Palantir shall not apply: (i) if Palantir Technology 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 Technology 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 Technology, 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 Section 4 (Acceptable Use), (d) Customer's breach of Section 5.3 (Restrictions), or (e) any Customer-offered product or service (except if such claim is primarily 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, finally awarded against Palantir pursuant to a non-appealable order by a tribunal of competent jurisdiction in such claim or settlement entered into by Customer.

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, unless the indemnified Party otherwise consents in writing); 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 pro-rated refund of any fees pre-paid for the Services after the effective date of termination.

10.2 Disclaimer. NO AMOUNTS PAID HEREUNDER ARE REFUNDABLE OR OFFSETTABLE EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PALANTIR TECHNOLOGY 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 TECHNOLOGY 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 TECHNOLOGY 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 SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ACTIONS TAKEN OR CONCLUSIONS DRAWN BY CUSTOMER BASED ON CUSTOMER'S USE OF THE SERVICE. 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 of any laws or regulations (including localization requirements) or rights of third parties; and (b) it will not use the Service for any unauthorized or illegal purposes.

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 (EXCEPT FOR PALANTIR'S OBLIGATIONS PURSUANT TO SECTION 9.1(a) HEREIN), OR COST OF REPLACEMENT 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 TECHNOLOGY, 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 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 APPLICABLE ORDER FORM IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM FOR THE SERVICE OR PROFESSIONAL SERVICES THAT GAVE RISE TO SUCH CLAIM AND (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 UNDER AN APPLICABLE ORDER FORM DURING SUCH APPLICABLE ORDER TERM, EXCEPT FOR THE PARTIES' OBLIGATIONS SET FORTH IN SECTIONS 5 AND 9 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 ARISING OUT OF SUCH ORDER FORM 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. 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. 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. 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 those 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 an Order 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 direct or indirect change of control of Customer, a merger involving Customer where Customer is not the surviving entity, or a sale of all or substantially all of the assets of Customer (collectively, a "**Change of Control**"); and any attempt to do so shall be void. Customer must provide written notice to Palantir prior to a Change of Control, and Palantir may terminate this Agreement in the event of a Change of Control. Palantir may use subcontractor personnel to

deliver Professional Services and/or support services under this Agreement, *provided* that Palantir shall remain fully responsible for such subcontractor personnel. Any notice required or permitted hereunder shall be in writing to the parties at the addresses set forth in the applicable Order Form and if by email, notifications to Palantir shall be sent to legalnotices@palantir.com. If any provision of this Agreement shall be adjudged by any court 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. Any and all modifications, waivers, or amendments must be made by mutual agreement and shall be effective only if made in writing and signed by each Party. No waiver of any breach shall be deemed a waiver of any subsequent breach. 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, 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. 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 terminates all previous written and oral agreements and communications relating to the subject matter of this Agreement. Any terms and conditions attached to any purchase order or supplier or invoicing portal of Customer or equivalent will not be binding on Palantir, and notwithstanding anything to the contrary in any such terms and conditions, Customer shall have no right to audit or inspect Palantir unless and only to the extent required by applicable law. In the event of a conflict between these Terms of Service and any Order Forms or exhibit, the terms of such Order 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.

GEOGRAPHY-SPECIFIC ADDENDUM

For Customers located in any of the countries or areas identified in this Geography-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 geography-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.

AUSTRALIA

1. Palantir Warranty and Disclaimer. The following Section 10.3 shall be added to the Terms of Service immediately following Section 10.2 therein:

"10.3 <u>Additional terms for Australian Customers</u>. If Customer is located in Australia and the Competition and Consumer Act 2010 (Cth) or any other legislation states that there is a guarantee in relation to any good or service supplied by Palantir in connection with this Agreement, and Palantir's liability for failing to comply with that guarantee cannot be excluded but may be limited, Sections 10.2 and 12 of this Agreement (and any inconsistent limitation or exclusion expressed elsewhere in this Agreement do not apply to that liability and instead Palantir's liability for such failure is limited to (at the election of Palantir): (a) in the case of a supply of goods, Palantir replacing the goods or paying the cost of having the goods repaired or replaced or supplying equivalent goods or repairing the goods; or (b) in the case of a supply of services, Palantir supplying the services again or paying the cost of having the services supplied again."

CANADA

1. Export Controls. Section 4.2 of the Terms of Service shall be replaced with the following:

"4.2 Export Controls. The Palantir Technology 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 14 of this Agreement. Except to the extent such restriction is prohibited by an Order issued under the *Foreign Extraterritorial Measures Act (Canada)*, Customer may not use the Palantir Technology 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."

2. Proprietary Rights. Section 5.3 of the Terms of Service shall be replaced with the following:

"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 infrastructure, or any element thereof, or circumvent or interfere with any authentication or security measures of the Service; (b) interfere with or disrupt the integrity or performance of the Service; (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; (f) decompile, disassemble, scan, reverse engineer, or attempt to discover any source code or underlying ideas or algorithms of any Palantir Technology (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 for any purpose that is not expressly permitted by this Agreement; (i) list or otherwise display or copy any code of any Palantir Technology, except for the Sample Materials to the extent necessary for Customer's use of the Service; (j) copy any Palantir Technology (or component thereof) or develop any improvement, modification, or derivative work thereof, except for the Sample Materials to the extent necessary for Customer's use of the Service; (k) include any portion of any Palantir Technology 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 Technology (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 Technology for the purpose of designing, modifying, improving, informing or otherwise creating any service, environment, software, models, algorithms, products, program, or infrastructure or any portion thereof, which competes with or performs functions similar to the functions of the Palantir Technology or any product or service offered by Palantir now or in the future; (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 Technology and any associated media; (p) use the Palantir Technology to engage in or advance any fraud or misrepresentation (including but not limited to providing fraudulent or misleading information in response to the Order Form); or (q) use or access the Service for the purposes of sending any commercial electronic message to an electronic address in violation of An Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act (Canada) ("CASL") or otherwise engage in any activity in violation of CASL, or 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."

3. Miscellaneous. Section 14 of the Terms of Service shall be replaced with the following:

"14. 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 those 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 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, a merger involving Customer where Customer is not the surviving entity, or a sale of all or substantially all of the assets of Customer (collectively, a "**Change of Control**"); and any attempt to do so shall be void. Customer must provide written notice

to Palantir prior to a Change of Control, and Palantir may terminate this Agreement in the event of a Change of Control. 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 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 Form and if by email, notifications to Palantir shall be sent to legalnotices@palantir.com or 19505 Biscayne Boulevard, Suite 2350 Aventura, Florida 33180 (ATTN: Legal). If any provision of this Agreement shall be adjudged by any court 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 administered by the Department of Commerce's Bureau of Industry and Security and embargo and sanctions regulations administered by the U.S. Department of Treasury's Office of Foreign Assets Control. The Service is controlled under 5D002.c.1, ENC. Except to the extent prohibited to do so under an Order issued under the Foreign Extraterritorial Measures Act (Canada), 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, 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 Data, 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. This Agreement is the complete and exclusive statement of the mutual understanding of the Parties and supersedes and terminates all previous written and oral agreements and communications relating to the subject matter of this Agreement. Any terms and conditions attached to any purchase order or supplier or invoicing portal of Customer or equivalent will not be binding on Palantir, and notwithstanding anything to the contrary in any such terms and conditions, Customer shall have no right to audit or inspect Palantir unless and only to the extent required by applicable law. In the event of a conflict between these Terms of Service and any Order Forms or exhibit, the terms of such Order 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. "

EUROPEAN UNION

Notwithstanding the introduction to this Addendum, this section applicable to Customers in the European Union will apply regardless of

the governing law of the Agreement.

1. Effect of Termination. A new provision shall be added to Section 8.3 of the Terms of Service and contain the following:

"Notwithstanding anything to the contrary in this Agreement, if Customer exercises a right to switch or terminate provided by applicable law, Customer's payment obligations in respect of committed and/or fixed-term fees remain in effect, unless expressly stated otherwise in the relevant Order Form."

FRANCE

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

"4.1 <u>Applicable Laws</u>. Customer's access to and use of the Service, will not violate applicable laws of the United States or other laws applicable in the jurisdiction in which Customer is located, in which any natural persons who can be identified (directly or indirectly) by reference to the Customer Data is located, or in which Customer Data is stored and it is solely Customer's responsibility for ensuring such compliance."

2. Limitation of Liability. Section 12 of the Terms of Service shall be replaced with the following:

"12. <u>Limitation of Liability</u>. 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 ANY OF ITS AFFILIATES FOR ANY INDIRECT LOSS DAMAGES, INCLUDING WITHOUT LIMITATION EXPECTED OR LOST PROFITS, REVENUE, OR ANTICIPATED SAVINGS, LOSS OF BUSINESS, LOSS OF CONTRACTS, LOSS OF OR DAMAGE TO REPUTATION, WORK STOPPAGE, DATA LOSS AND/OR ALTERATION, COMPUTER FAILURE, DELAY OR MALFUNCTION, REGARDLESS OF THE FORM OF ACTION (WHETHER ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT) EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES.EXCEPT FOR THE PARTIES' OBLIGATIONS SET FORTH IN SECTIONS 5 AND 9 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 FEES PAID BY CUSTOMER DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT THAT GAVE RISE TO SUCH CLAIM."

GERMANY

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

"4.1 <u>Applicable Laws</u>. 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. <u>Palantir Warranty</u>.

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 verschwiegende 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."

ITALY AND SPAIN

1. Suspension of Service. Section 8.4 of the Terms of Service shall be replaced with the following:

"8.4 Suspension of Service. If Palantir reasonably believes that: (a) the signatory to the Order Form does 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 violates applicable law or otherwise violates a material term of this Agreement (including but not limited to 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 Trade Compliance Requirements, or (d) Customer has breached any

of the warranties set forth in Section 11, Palantir reserves the right to disable or suspend Customer's access to all or any part of the Palantir Technology, subject to Palantir providing Customer notice of such suspension concurrent or prior to such suspension. Section 8.2 (a) above shall apply in case the reason of the suspension is a breach capable of being remedied. Should Customer fail to remedy the breach within the assigned term, then Palantir shall be entitled to terminate this Agreement. In all other cases, the notice of suspension delivered by Palantir shall be intended as an immediate termination notice."

2. Burdensome Terms. A new Section 15 shall be added to the Terms of Service and contain the following:

"15. Burdensome Terms. In case a Customer or a Customer's User is based in Italy or Spain, the Customer, in addition to the signature and acceptance of this Agreement, expressly acknowledges and accepts the following terms of this Agreement: 2.6 "Service Levels and Support"; 2.8 "Palantir Compliance Requirements"; 4.1 "Applicable Laws"; 5.3 "Restrictions"; 7. "Fees and Payment; Taxes"; 8.1 "Term"; 8.2 "Termination for Cause"; 8.3 "Effect of Termination"; 8.4 "Suspension of Service"; 9.1 "Palantir Indemnification"; 9.3 "Indemnification Procedure"; 10.1 "Palantir Warranty"; 10.2 "Disclaimer"; 12 "Limitations of Liability"; 13 "Dispute Resolution"."

SINGAPORE

1. Restrictions. Section 5.3 of the Terms of Service shall be replaced with the following:

"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 infrastructure, or any element thereof, or circumvent or interfere with any authentication or security measures of the Service; (b) interfere with or disrupt the integrity or performance of the Service; (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; (f) decompile, disassemble, scan, reverse engineer, or attempt to discover any source code or underlying ideas or algorithms of any Palantir Technology (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 for any purpose that is not expressly permitted by this Agreement; (i) list or otherwise display or copy any code of any Palantir Technology, except for the Sample Materials to the extent necessary for Customer's use of the Service; (j) copy any Palantir Technology (or component thereof) or develop any improvement, modification, or derivative work thereof, except for the Sample Materials to the extent necessary for Customer's use of the Service; (k) include any portion of any Palantir Technology 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 Technology (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 Technology for the purpose of designing, modifying, improving, informing, or otherwise creating any service, environment, software, models, algorithms, products, program, or infrastructure or any portion thereof, which competes with or performs functions similar to the functions of the Palantir Technology or any product or service offered by Palantir now or in the future; (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 Technology and any associated media; (p) use the Palantir Technology to engage in or advance any fraud or misrepresentation (including but not limited to providing fraudulent or misleading information in response to the Order 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, codes or guidelines issued by local governmental authorities, prohibiting spam or otherwise governing transmission of marketing materials and/or communications."

2. Termination for Cause. Section 8.2 of the Terms of Service shall be replaced with the following:

"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 (including the non-payment of fees) 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, (b) in the event of any non-curable material breach of this Agreement by the other Party, or (c) to the extent permissible under applicable law, 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), Palantir shall provide a pro-rated refund of any fees pre-paid for any portion of the Service not utilized as of the effective date of termination."

SWITZERLAND

1. Restrictions. Section 5.3 of the Terms of Service shall be replaced with the following:

"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 infrastructure, or any element thereof, or circumvent or interfere with any authentication or security measures of the Service; (b) interfere with or disrupt the integrity or performance of the Service; (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; (f) decompile, disassemble, scan, reverse engineer, or attempt to discover any source code or underlying ideas or algorithms of any Palantir Technology (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 for any purpose that is not expressly permitted by this Agreement; (i) list or otherwise display or copy any code of any Palantir Technology, except for the Sample Materials to the extent necessary for Customer's use of the Service; (j) copy any Palantir Technology (or component thereof) or develop any improvement, modification, or derivative work thereof, except for the Sample Materials to the extent necessary for Customer's use of the Service; (k) include any portion of any Palantir Technology 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 Technology (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 Technology for the purpose of designing, modifying, improving, informing or otherwise creating any service, environment, software, models, algorithms, products, program, or infrastructure or any portion thereof, which competes with or performs functions similar to the functions of the Palantir Technology or any product or service offered by Palantir now or in the future; (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 Technology and any associated media; (p) use the Palantir Technology to engage in or advance any fraud or misrepresentation (including but not limited to providing fraudulent or misleading information in response to the Order 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), the Swiss Criminal Code, the Swiss Unfair Competition Act, the Swiss Telecommunications Act, and all other applicable laws prohibiting spam or otherwise governing transmission of marketing materials and/or communications."