

**DEPARTMENT OF DEFENSE
SOFTWARE LICENSE AGREEMENT**

This document sets forth the Department of the Defense (DOD) Software License Requirements. Licensor's Software License Agreement is attached hereto as Exhibit A and made a material part hereof by this reference. This document, including the Software License Agreement attached as Exhibit A: Palantir Licensing Terms and Conditions and Exhibit B: Palantir O&M/Support Services Agreement constitutes the Agreement between Palantir USG, Inc. (Licensor) and the DOD. The terms and conditions set out below in these Software License Requirements, supplement and to the extent a conflict exists, supersede and take precedence over the terms and conditions of Exhibit A and Exhibit B. For clarification in this agreement, Publisher, and Licensor are synonymous.

- 1. Enterprise Language:** The parties agree that more than one agency of the DoD may license products under this Agreement, provided that any use of products by any agency must be made pursuant to one or more executed purchase orders or purchase documents submitted by each applicable agency seeking to use the licensed product. The parties agree that, if the licensee is a "DoD Department or Agency" as defined by the 48 Code of Federal Regulations, section 202.101, the terms and conditions of this Agreement apply to any purchase of products made by the DoD, and that the terms and conditions of this Agreement become part of the purchase document without further need for execution. The parties agree that the terms of this Agreement supplement, and to the extent a conflict exists, supersede and take precedence over the terms included in any purchase order, terms of any shrink-wrap agreement included with the licensed software, terms of any click through agreement included with the licensed software, or any other terms purported to apply to the licensed software, including any Licensor's published policy or program documentation or customer ordering documents. It is also understood by both parties that any Licensor policies or educational documents will not be considered part of this license agreement.
- 2. Choice of Law/Venue:** This Agreement shall be governed by and construed in accordance with the substantive laws of the US Code of Federal Regulations, Federal Acquisition Regulations and Defense Federal Acquisition Regulations (DFAR), without regard to principles of conflict of laws.
- 3. Indemnification:** The DOD does not have the authority to and shall not indemnify any entity. The DOD agrees to pay for any loss, liability or expense, which arises out of or relates to the DOD's acts or omissions with respect to its obligations hereunder, where a final determination of liability on the part of the DOD is established by a court of law or where settlement has been agreed to by the DOD agency. This provision shall not be construed to limit the DOD's rights, claims or defenses which arise as a matter of law or pursuant to any other provision of this Agreement. This provision shall not be construed to limit the sovereign immunity of the DOD.
- 4. Patent, Copyright, Trademark, and Trade Secret Protection:**
 - a) The Licensor shall, at its expense, defend, indemnify and hold the DOD harmless from any suit or proceeding which may be brought by a third party against the DOD, its departments, officers or employees for the alleged infringement of any United States patents, copyrights, or trademarks, or for a misappropriation of a United States trade secret arising out of performance of this Agreement (the "Claim"), including all licensed products provided by the Licensor. For the purposes of this Agreement, "indemnify and hold harmless" shall mean the Licensor's specific, exclusive, and limited obligation to (a) pay any judgments, fines, and penalties finally awarded by a court or competent jurisdiction, governmental/administrative body or any settlements reached pursuant to Claim and (b) reimburse the DOD for its reasonable administrative costs or expenses, including without limitation reasonable attorney's fees, it necessarily incurs in handling the Claim. The DOD agrees to give Licensor prompt notice of any such claim of which it learns. The DOD has the sole authority to represent itself in actions brought against the DOD. The DOD may, however, in its sole discretion, delegate to Licensor its right of defense of a Claim and the authority to control any potential settlements thereof. Licensor shall not without the DOD's consent, which shall not be unreasonably withheld, conditioned, or delayed, enter into any settlement agreement which (a) states or implies that the DOD has engaged in any wrongful or improper activity other than the innocent use of the material which is the subject of the Claim, (b) requires the DOD to perform or cease to perform any act or relinquish any right, other than to cease use of

the material which is the subject of the Claim, or (c) requires the DOD to make a payment which Licensor is not obligated by this Agreement to pay on behalf of the DOD. If the DOD delegates such rights to the Licensor, the DOD will cooperate with all reasonable requests of Licensor made in the defense and or settlement of a Claim. In all events, the DOD shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing at its own expense and without derogation of Licensor's authority to control the defense and settlement of a Claim. It is expressly agreed by the Licensor that, in the event it requests that the DOD to provide support to the Licensor in defending any such Claim, the Licensor shall reimburse the DOD for all necessary expenses (including attorneys' fees, if such are made necessary by the Licensor's request) incurred by the DOD for such support. If DOD does not delegate to Licensor the authority to control the defense and settlement of a Claim, the Licensor's obligation under this section ceases. If DOD does not delegate the right of defense to Licensor, upon written request from the DOD, the Licensor will, in its sole reasonable discretion, cooperate with DOD in its defense of the suit.

- b) The Licensor agrees to exercise reasonable due diligence to prevent claims of infringement on the rights of third parties. The Licensor certifies that, in all respects applicable to this Agreement, it has exercised and will continue to exercise due diligence to ensure that all licensed products provided under this Agreement do not infringe on the patents, copyrights, trademarks, trade secrets or other proprietary interests of any kind which may be held by third parties.
- c) If the right of defense of a Claim and the authority to control any potential settlements thereof is delegated to the Licensor, the Licensor shall pay all damages and costs finally awarded therein against the DOD or agreed to by Licensor in any settlement. If information and assistance are furnished by the DOD at the Licensor's written request, it shall be at the Licensor's expense, but the responsibility for such expense shall be only that within the Licensor's written authorization.
- d) If, in the Licensor's opinion, the licensed products furnished hereunder are likely to or do become subject to a claim of infringement of a United States patent, copyright, or trademark, or for a misappropriation of trade secret, then without diminishing the Licensor's obligation to satisfy any final award, the Licensor may, at its option and expense, substitute functional equivalents for the alleged infringing licensed products, or, at the Licensor's option and expense, obtain the rights for the DOD to continue the use of such licensed products.
- e) If any of the licensed products provided by the Licensor are in such suit or proceeding held to constitute infringement and the use thereof is enjoined, the Licensor shall, at its own expense and at its option, either procure the right to continue use of such infringing products, replace them with non-infringing items, or modify them so that they are no longer infringing.
- f) If use of the licensed products is enjoined and the Licensor is unable to do any of the preceding set forth in item (e) above, the Licensor agrees to, upon return of the licensed products, refund to the DOD the license fee paid for the infringing licensed products, pro-rated over a sixty (60) month period from the date of delivery plus any unused prepaid maintenance fees.
- g) The obligations of the Licensor under this Section continue without time limit and survive the termination of this Agreement.
- h) Notwithstanding the above, the Licensor shall have no obligation under this Section 4 for:
 - (1) modification of any licensed products provided by the DOD or a third party acting under the direction of the DOD;
 - (2) any material provided by the DOD to the Licensor and incorporated into, or used to prepare the product;

- (3) use of the Software after Licensor recommends discontinuation because of possible or actual infringement and has provided one of the remedy's under (e) or (f) above;
 - (4) use of the licensed products in other than its specified operating environment;
 - (5) the combination, operation, or use of the licensed products with other products, services, or deliverables not provided by the Licensor as a system or the combination, operation, or use of the product, service, or deliverable, with any products, data, or apparatus that the Licensor did not provide;
 - (6) infringement of a non-Licensor product alone;
 - (7) the DOD's use of the licensed product beyond the scope contemplated by the Agreement; or
 - (8) the DOD's failure to use corrections or enhancements made available to the DOD by the Licensor at no charge.
- i) The obligation to indemnify the DOD, under the terms of this Section, shall be the Licensor's sole and exclusive obligation for the infringement or misappropriation of intellectual property.

5. Virus, Malicious, Mischievous or Destructive Programming:

Licensor warrants that the licensed product as delivered by Licensor does not contain any viruses, worms, Trojan Horses, or other malicious or destructive code to allow unauthorized intrusion upon, disabling of, or erasure of the licensed products (each a "Virus"). However, the licensed products may contain a key limiting use to the scope and quantity of the license(s) granted, and license keys issued by Licensor for temporary use are time-sensitive.

The DOD's exclusive remedy, and Licensor's sole obligation, for any breach of the foregoing warranty shall be for Licensor to (a) replace the licensed products with a copy that does not contain Virus, and (b) if the DOD, has suffered an interruption in the availability of its computer system caused by Virus contained in the licensed product, reimburse the DOD for the actual reasonable cost to remove the Virus and restore the DOD's most recent back up copy of data provided that:

- the licensed products have been installed and used by the DOD in accordance with the Documentation;
- the licensed products has not been modified by any party other than Licensor;
- the DOD has installed and tested, in a test environment which is a mirror image of the production environment, all new releases of the licensed products and has used a generally accepted antivirus software to screen the licensed products prior to installation in its production environment.

Under no circumstances shall Licensor be liable for damages to the DOD for loss of the DOD's data arising from the failure of the licensed products to conform to the warranty stated above.

6. Limitation of Liability: The Licensor's liability to the DOD under this Agreement shall be limited to the greater of (a) the value of any purchase order issued; or (b) \$250,000. This limitation does not apply to damages for:

bodily injury;
death;
intentional injury;
damage to real property or tangible personal property for which the Licensor is legally liable; or
Licensor's indemnity of the Commonwealth for patent, copyright, trade secret, or trademark protection.

In no event will the Licensor be liable for consequential, indirect, or incidental damages unless otherwise specified in the Agreement. Licensor will not be liable for damages due to lost records or data.

7. Termination:

a. The DOD may terminate this Agreement without cause by giving Licensor thirty (30) calendar days prior written notice (Notice of Termination) whenever the DOD shall determine that such termination is in the best interest of the DOD (Termination for Convenience).

b. Licensor may terminate this Agreement for cause upon at least thirty (30) days prior written notice of a material breach to the DOD and failure by the DOD to cure the breach within thirty (30) days. Termination does not affect either party's rights or obligations that accrued prior to the effective date of termination or expiration.

8. Background Checks: Upon prior written request by the DOD, Licensor must, at its expense, arrange for a background check for each of its employees, as well as for the employees of its subcontractors, who will have on site access to the DOD's IT facilities. The background check must be conducted prior to initial access by an IT employee and annually thereafter.

Before the DOD will permit an employee access to the DOD's facilities, Licensor must provide written confirmation to the office designated by the agency that the background check has been conducted. If, at any time, it is discovered that an employee has a criminal record that includes a felony or misdemeanor involving terrorist threats, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility; or which raises concerns about building, system, or personal security, or is otherwise job-related, Licensor shall not assign that employee to any DOD facilities, shall remove any access privileges already given to the employee, and shall not permit that employee remote access to DOD facilities or systems, unless the agency consents, in writing, prior to the access being provided. The agency may withhold its consent at its sole discretion. Failure of Licensor to comply with the terms of this paragraph may result in default of Licensor under its contract with the DOD.

9. Confidentiality: Each party shall treat the other party's confidential information in the same manner as its own confidential information. The parties must identify in writing what is considered confidential information.

10. Publicity/Advertisement: The Licensor must obtain DOD approval prior to mentioning the DOD or a DOD agency in an advertisement, endorsement, or any other type of publicity. This includes the use of any trademark or logo.

11. Territory: Any Department of Defense (DOD) civilian or military installation or work site in the Continental United States (CONUS) or outside the Continental United States (OCONUS), regardless of where software was acquired.

12. Backup for User Documentation: Licensor grants DOD to make a reasonable number of copies of user documentation for DOD's internal business purposes. DOD is responsible for ensuring that all copyright notices, trademarks and other restrictive legends are maintained on such copies. DOD is also responsible for reporting to Licensor if DOD learns of the misuse or mishandling of User Documentation provided under the contract to DOD personnel, contractors or Government employees.

13. Transfers and Assignments: Licensee is authorized to transfer or assign the Software or Licensee's rights in the Software among or between DOD agencies upon written notice to Licensor as specified below in this Section, except as may be explicitly prohibited in this Agreement. Licensee is permitted to authorize Licensee Authorized Users, as defined in Section 23 to access and use the Software on behalf of Licensee. Licensee is not permitted to transfer or assign licenses to any other party other than a DOD Agency without Licensor's prior written consent. Licensee is permitted to transfer or assign licenses to outsourcers, contractors, or Licensee Authorized Users only upon obtaining Licensor's prior written consent and only to be used in support of DOD missions on behalf of the DOD. Any such transfer or assignment shall be subject to all limitations described herein relating to transfers or assignments among or between DOD agencies.

a. Transfers: In the event that a DOD agency has a valid license under this Agreement and that DOD agency is reorganized or restructured such that its responsibilities and operations are transferred to another DOD

agency, the agency shall have the right to assign the affected program licenses to a successor DOD agency upon written notice to Licensor.

- b. **Assignments:** Licensee is authorized to assign ownership of licenses to a DOD Agency when Licensee intends to designate a DOD Agency, as determined, to assume ownership of the license, upon written notice to Licensor. All activities by such DOD Agency Assignee shall be subject to the Software Publisher's Software License Agreement as modified herein. Any deviation shall be subject to a separate agreement between Licensor and such DOD Agency Assignee, specifying conditions for the management and maintenance of the Software, which agreement shall not impose any more restrictive covenants than are provided to Licensee in the Software Publisher's Software License Agreement, as modified herein. The assignment of licenses will be without cost to any party involved in the assignment of licenses. It is further understood that the DOD Agency Assignee will be responsible for all future software maintenance costs of any assigned licenses.

Licensee shall complete any required Licensor documentation required to facilitate the transfer or assignment of license and continuation of support for the DOD Agency transferee or assignee. All license transfers or assignments to DOD Agencies will be without cost to the Licensee, provided that the licenses are current with regard to Publisher's annual maintenance, and the Licensee does not re-market or otherwise intend to resell the licenses to be transferred.

It is inherently understood that Licensee and the successor transferee or assignee agree to be bound to this Software License Agreement and all terms and conditions contained herein.

- 14. **Functionality Replacement and Extended Support.** If Licensor removes any or all of the material features or functionality to which DOD is being granted access hereunder from the Software without introducing replacement or substitute functionality such that the Software no longer performs its core operations as when initially released and Licensor subsequently offers those features or functionality in a new or different product (whether directly or indirectly or through a third party), then upon request by DOD the License will be deemed to include (i) the portion of those new or different products that contain the original features, or (ii) if those features cannot be separated out, the entire product, or (iii) another reasonable substitute as determined by DOD, will be provided to DOD under the terms of this Agreement at no additional charge to DOD. If the Software provided to DOD is updated as replacement, renamed or re-branded applications or products for any reason, then DOD shall be entitled to the same license to use the replacement, renamed or re-branded product as DOD had with respect to the Software that DOD had immediately prior to such replacement, renaming or re-branding, at no additional charge to DOD so long as (a) the new applications or products are functionally equivalent, at a minimum, and the same conditions of use apply as to the Software and (b) Licensor ceased or has advised DOD that Licensor intends to cease supporting the initial Software while DOD was still purchasing Maintenance and Support for such Software. If the form, fit, or functionality contained in any licensed products acquired hereunder is substantially reduced or if the product is replaced, and/or the Licensor provides the same or substantially similar functionality as a separate or renamed product, then the DOD is entitled to license such software without any additional license requirements or additional maintenance fees. However, throughout the term of this agreement, the Licensor will provide support services for at least a period of one year after the publisher declares an "end-of life" to the software.
- 15. **Rights of Survivorship of the Agreement.** This Agreement shall survive unto Licensor, its Successor, rights and assigns. The software and agreement terms and conditions as covered under this agreement shall survive this agreement, in perpetuity, notwithstanding the acquisition or merger of Licensor by or with another entity. Any software name changes, re-packing or merger of similar products that carry forward the same or similar function of the software shall be supported with updates, upgrades and new releases under this agreement at no additional cost.
- 16. **Audit Responsibilities:** DOD will maintain, and promptly provide to Licensor upon its request, accurate records regarding use of the software by or for the DOD. If the DOD becomes aware of any unauthorized use of all or any part of the software, the DOD will notify Licensor promptly, providing reasonable details. The limit of the

DOD's responsibility for any unauthorized use of the software by any individuals employed by or performing services for the DOD is the requirement that it purchase additional licenses for the product through its reseller.

DOD will perform a self-audit upon the request of Licensor, which request may not occur more often than annually, and report any change in user count (hereinafter "True up number"). DOD shall notify Licensor of the True up number no later than 90 calendar days after the request that the DOD perform a self-audit. If the user count has increased, DOD will make an additional purchase of the product through its reseller, which is equivalent to the additional users.

This paragraph sets out the sole audit right under this contract.

- 17. US Government Configuration Baseline.** The Publisher shall comply with the requirements of the US Government Configuration Baseline (USGCB) as specified at <http://usgcb.nist.gov> to ensure applications are fully functional and operate correctly as intended. The standard installation, operation, maintenance, updates, and/or patching of software shall not alter the configuration settings from the approved USGCB configuration.
- a) Applications designed for normal end users shall run in the standard user context without elevated system administration privileges.
 - b) Publisher shall also certify that any subsequent product/module for the life of the agreement is/are fully functional and operate correctly as intended on systems using USGCB prior to any product/module revisions being made available for Government use. Further, the Publisher shall maintain operability with USGCB standards as they evolve.
 - c) DOD buyers may require compliance with additional baseline configuration requirements.

18. **Net-Centricity.** The Department of Defense is transforming the way information is managed to accelerate decision-making, improve joint war fighting and create intelligence advantages. To reach this "Net-Centric" state, DOD must exploit advancing technologies that move the enterprise from an application centric to a data-centric paradigm. DOD ESI Contractor partners are encouraged to use the OSD NII DCIO Net-Centric Checklist, located at http://www.defenselink.mil/cionii/docs/NetCentric_Checklist_v2-1-3_.pdf to provide information on the Net-Centric posture of their IT products and services. Software products offered to and purchased by the DOD and Intelligence Community shall be licensed by the software publisher without restriction to information sharing among the DOD and IC in performing their missions.
19. **Section 508 of the Rehabilitation Act Compliance.** All products and services provided under this agreement must meet the applicable accessibility standards at 36 CFR Part 1194 as required by FAR Case 1999-607. General information regarding the Section 508 Act can be found at the web site www.section508.gov. The Publisher's Section 508 compliancy information must be readily available at the Publisher's website.
20. **Temporary Use of Software During Times of Conflict and/or Natural Disaster.** As part of Temporary Expeditionary Deployments (TEDs), during the term of this Agreement, DOD may temporarily deploy and install or use on, or access from qualified desktops or servers, a reasonable number of Licensor software products in addition to those previously licensed pursuant to this Agreement at no additional cost ("TED Licenses"). TEDs are limited to deployments away from in-garrison locations (any military post or government office where troops or civilian government personnel are at a permanent location), war games, exercises, real world contingencies, and emergency situations similar to the initiated domestic terrorist attacks of 19 April 1995 (i.e., the Timothy McVeigh Terry Nichols perpetrated 'Oklahoma City Bombing' involving the Alfred P. Murrah Federal Building); the initiated international terrorist attacks, perpetrated on American soil, on 9/11/2001; and finally, the national inclement weather natural disasters perpetrated by Hurricane(s) Katrina and Rita during the August and September months of Calendar Year 2005, where temporary duty stations (TED's) and continuity of operations (COOP) alternative venues or sites were needed, for a substantial period of time, due to the destruction of federal or U.S. Government facilities, infrastructure, offices and work spaces.

For licenses connected to a DOD network server, on a semi-annual basis, Licensor shall provide an additional temporary license pool equal to the quantity of network versions purchased, which may be accessed during a TED event

For computers not connected to a DOD network server, The Licensor shall provide, on a quarterly basis, a pre-activated temporary (ninety) 90 day single seat network license which can be copied for use on any number of computers.

21. After the TED, or six (6) calendar months, whichever is shorter ("Temporary Use Period"), unless a different time period is agreed to in writing by the Licensor, the DOD will provide a written certification that the TED Licenses have either been removed from service, or payment has been made under this Agreement to purchase additional perpetual licenses equal to the number of TED Licenses not removed from service. DOD agrees to use the TED Licenses in accordance with the terms contained in this Agreement and the applicable version of the Software License Agreement.
22. **Software Asset Management & ISO-IEC 19770:2009 Series:** The Licensor shall comply with ISO 19770:2009 Series Standards for all installable or distributable software products governed by this agreement. If any part of the ISO-IEC 19770:2009 standard is not approved by the ISO International Standards Committee at the time of contract execution, the Licensor shall have 24 months to comply with the standard upon approval by ISO.
23. **Authorized Users:** An Authorized User includes DOD government employees (military, civilian, reserves, national guard), contractors of the DOD, DOD non-human devices, detailed individuals that are included and accounted for in the DOD in support of DOD missions and those individuals or non-human devices who have access to, use or are tracked by Licensor's programs in support of DOD missions. Use of the Software must be in support of DOD missions and users may only access the software on behalf of the DOD.

- 24. Data Sharing/Transfer:** Data transfer is: Batch Processing, Multiplexing and Flat File Environments. This license provides the DOD all rights concerning data sharing, data access, data transfer and data manipulation for authorized users associated with the DOD missions. The parties agree that as long as one party has a valid license, the transfer of data or the sharing of data is unrestricted. This license also provides for the ability of authorized users to access data from any US-owned datacenter with data owner granted permission and any appropriately licensed non-US owned datacenters. (Reference Paragraph 24, herein)
- 25. Data Recovery and Virtualization:** Data Recovery methods include four types of environments: Backup, Failover, Standby, and Remote Mirroring. All types of data recovery servers will not require additional licenses as long as the number of data recovery servers equals the number of primary servers. For virtualized servers, both parties agree that only the primary server must be licensed. It is understood that advanced virtualization functions (soft partitioning including live migration) are incorporated herein by expressed written reference and by this license agreement. Thus, no additional licenses will be required to accommodate future data recovery and virtualization using commercially accepted methods or practices.
- 26. Shelf Ware:** It is recognized, that in some instances, DOD may have excess Licensor software licenses that are not currently being used or needed by DOD. These licenses are commonly called Shelf Ware. At DOD's sole discretion, the DOD may transfer any these licenses as described in Section 13 of this document or DOD may terminate the license grant, as it deems necessary. The termination or transfer of licenses may result in a reduced license count and will be deducted from the next annual maintenance payment, in a prorated method. In no event, when a subset of licenses is terminated or if the level of support is reduced, support for the remaining licenses will not change in services or result in any type of fee recalculation.
- 27. Finality of Terms:** This agreement and any attachments to this agreement will be the sole document governing the granting of licenses between DOD and Licensor. There shall be no changes to this license agreement unless agreed to by both parties in writing.
- 27. Software Titles Incorporated by this License Agreement:** All software titles sold by Licensor will be incorporated into this agreement and any and all other software or software title which may be added through Licensor's in-house development or corporate acquisition. It is the DOD's anticipation this agreement will cover any and all software companies Licensor may purchase in the future.
- 28. Use of this Agreement by the DOD:** The parties agree that, if a federal agency implements another contracting vehicle for Licensor's products, and if the licensee is a "Department of Defense Agency", as defined by the 48 Code of Federal Regulations, section 202.101, then, the terms and conditions of this Agreement can apply to any purchase of software products by the DOD, and that the terms and conditions of this Agreement become part of the purchase document without need for further execution. Additionally, should the DOD desire to use this agreement, it will be without remuneration to any party.

Licensor acknowledges and agrees to the terms and conditions of these Software License Agreements which shall supplement, and to the extent a conflict exists, shall supersede and take precedence over the terms and conditions of Licensor's Software License Agreement.

IN WITNESS WHEREOF, Licensor has executed and approved these Software License Agreements as an appendix to Licensor's Software License Agreement on the date indicated below.

Witness:

Licensor

Ryan D. Taylor 1/22/13
Signature Date
Ryan D. Taylor
Printed Name
Legal Counsel
Title

Palantir USG, Inc.
Matt Long 1/22/13
Signature Date
Matt Long
Printed Name
Legal Counsel
Title

As a corporate entity, please have either the president or vice president and either the secretary/assistant secretary or treasurer/assistant treasurer of the corporation sign. If any other person has authority to execute contracts, that person may sign, but a copy of the document or documents conferring that authority (such as by-laws or corporate resolution) must be sent with this agreement when returning it to the DOD.

EXHIBIT A – Palantir Licensing Terms and Conditions

Incorporated herein is Palantir’s License and Services Agreement (“Agreement”), by and between Contractor (“Palantir Technologies Inc.” or “Palantir”) and the ordering entity (“Customer”). This Agreement sets forth the terms and conditions pursuant to which Customer will license certain Palantir software products and contract for certain services from Palantir and pursuant to which Palantir will provide such products and services to Customer.

APPENDIX A – PALANTIR LICENSING TERMS AND CONDITIONS

1. Certain Definitions. Capitalized terms will have the meaning indicated above unless otherwise specifically defined in these Terms and Conditions or in any Exhibits hereto.

1.1 “Palantir Server Core license” shall mean a license to the Product to be used on one server core for the duration of this Agreement.

1.2 “Implementation Ninja Service Hour” shall mean one hour of Professional Services for installation, implementation, and/or integration of the Product.

1.3 “Product” means Palantir’s proprietary “Palantir Government”, “Palantir Phoenix” and/or “Palantir Finance” commercial off the shelf software, in object code format, including any updates, modifications, patches, and upgrades thereto that Palantir provides to Customer hereunder.

2. Grant of Limited License. Subject to Customer’s continued and full compliance with all of the terms and conditions of this Agreement, Palantir hereby grants to Customer a non-transferable, non-exclusive, limited license, without any right to sublicense, during the Term (as defined below), to install, execute and use the Products solely for its internal purposes, and only (i) in accordance with the technical specification documentation provided to Customer by Palantir with regard to the Products (“Documentation”) and (ii) on the number of server cores specified in the Order.

3. Ownership. Except for the limited license rights expressly provided herein, Palantir retains all rights, title and interest in and to the Products, Documentation and any other related documentation or materials provided by Palantir hereunder (including, without limitation, all patent, copyright, trademark, trade secret and other intellectual or industrial property rights embodied in any of the foregoing). Customer acknowledges that it is obtaining only a limited license right to the Products, notwithstanding any reference to the terms “purchase” or “customer” herein. The Products are licensed and not sold, and no ownership rights are being

conveyed to Customer under this Agreement. Customer will maintain the copyright notice and any other notices or product identifications that appear on or in any Products and any associated media.

4. Restrictions. Customer will not (and will not allow any third party to): (i) reverse engineer or attempt to discover any source code or underlying ideas or algorithms of any Product (except to the extent that applicable law expressly prohibits such a reverse engineering restriction); (ii) provide, lease, lend, use for timesharing or service bureau purposes or otherwise use or allow others to use a Product for the benefit of any third party; (iii) list or otherwise display or copy any object code of any Product; (iv) copy any Product (or component thereof), except that Customer may make a reasonable number of copies of the Products and/or Documentation solely for backup, archival or disaster recovery purposes; (v) develop any improvement, modification or derivative work thereof or include a portion thereof in any other equipment or item; (vi) allow the transfer, transmission, export, or re-export of any Product (or any portion thereof) or any Palantir technical data; or (vii) perform benchmark tests without the prior written consent of Palantir (any results of such permitted benchmark testing shall be deemed Confidential Information of Palantir). Notwithstanding these restrictions, nothing shall prevent Customer from development of software that interfaces with Palantir’s public APIs. Periodically, Palantir may request that Customer provide an accurate accounting of the number of cores that Customer is currently using. Customer shall provide this information in writing within ten (10) business days of Palantir’s request. All the limitations and restrictions on Products in this Agreement also apply to Documentation. Notwithstanding the foregoing, or any statement to the contrary herein, portions of the Product may be provided with notices and open source licenses from such communities and third parties that govern the use of those portions, and any licenses granted hereunder do not alter any rights and obligations you may have under such open source licenses; however, the disclaimer of warranty

and limitation of liability provisions in this Agreement will apply to all such software in this Product distribution.

5. Confidentiality. To the extent allowed under applicable law (e.g. The Freedom of Information Act, 5 USC 552), Customer shall treat as confidential all Confidential Information (as defined below) of Palantir, and shall not use such Confidential Information except to exercise its rights and perform its obligations herein, and shall not disclose such Confidential Information to any third party other than disclosure on a need to know basis to a party's own advisors, attorneys, and/or bankers whom are each subject to obligations of confidentiality at least as restrictive as those stated herein. Without limiting the foregoing, Customer shall use at least the same degree of care as it uses to prevent the disclosure of its own confidential information of like importance, but in no event less than reasonable care. Customer shall promptly notify Palantir of any actual or suspected misuse or unauthorized disclosure of Palantir's Confidential Information. "Confidential Information" shall mean (i) Products, (ii) Documentation and (iii) any other business, technical or engineering information provided by Palantir to Customer, including third party information, disclosed by Palantir to Customer, in any form and marked or otherwise designated as "Confidential" or "Proprietary" or in any form and by the nature of its disclosure would be understood by a reasonable person to be confidential and proprietary. Notwithstanding the foregoing, Confidential Information shall not include any information that (a) is or becomes part of the public domain through no act or omission of Customer in breach of this Agreement, (b) is known to Customer at the time of disclosure without an obligation to keep it confidential, (c) becomes rightfully disclosed to Customer from another source without restriction on disclosure or use, or (d) Customer can document by written evidence that such information is independently developed by Customer without the use of or any reference or access to Confidential Information, by persons who did not have access to the relevant Confidential Information. Customer is responsible for any breaches of this Section by its employees and agents. Customer's obligations with respect to Palantir's Confidential Information survives termination of this Agreement for a period of five (5) years; *provided*, that Customer's obligations hereunder shall survive and continue in perpetuity after termination with respect to any Confidential Information that is a trade secret under applicable law.

6. Payment and Delivery. Customer shall pay to Palantir the total amount of the fees set forth in the Order. All payments shall be made in the currency set forth on the invoice via check or wire transfer to an account designated by Palantir. All fees are due within thirty (30) days after the date of issuance of Palantir's invoice. Any late payments shall be subject to the Prompt Payment Act. Products are deemed delivered upon Palantir's initial e-mail communication providing Customer with access to Palantir's electronic support portal, through which Customer may download Products and Documentation.

7. Support Services. Subject to the payment of the applicable fees set forth in the Order as they become due, Palantir shall use commercially reasonable efforts to provide Customer with the Support Services and Product upgrades in accordance with and subject to Palantir's standard support services terms and conditions ("Support Services") for the period of time specified in the Order ("Support Services Period"). If Customer elects to renew Support Services, Customer must renew Support Services for all cores that Customer has purchased. If Customer fails to pay the by the end of the then-current Support Services Period, Customer shall be deemed to have cancelled Support Services and Palantir shall no longer provide Customer with Support Services. Customer may reinstate Support Services after a period in which it was cancelled, provided (i) Palantir then offers Support Services, and (ii) in order to receive Product updates which Customer had not received due to cancellation, Customer pays Palantir the current year's Support Services fee and any Support Services fees that would have been payable during the period during which Support Services were cancelled.

8. Professional Services. In addition to any Support Services and Training discussed above, upon payment of the applicable fees set in the Order, Palantir will provide Customer with the number of Implementation Ninja Service Hours specified thereon ("Professional Services"), if any such hours are specified. From time to time at Customer's request, and upon mutual written agreement of the parties, Palantir shall provide additional services with respect to Customer's use of the Products.

9. Government Matters. The Product, Support Services, Training and Professional Services are "commercial items" as defined at 48 C.F.R. 2.101, consisting of "commercial computer software, commercial computer software documentation and commercial services. If Customer or end user is a U.S. governmental entity, then Customer acknowledges and agrees that (i) use, duplication, reproduction, release, modification, disclosure, or transfer of the Products and any related documentation of any kind, including, without limitation, technical data and manuals, will be restricted in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes, (ii) the Products were developed fully at private expense and (iii) all other use of the Products except in accordance with the license grant provided above is strictly prohibited. If Customer is a U.S. nondefense agency, this License Agreement shall be incorporated by reference in, and included as an attachment to, the government contract or purchase order, and the clause entitled Commercial Computer Software--Restricted Rights, Federal Acquisition Regulation (FAR) [48 C.F.R.] 52.227-19 shall apply. The Software and Documentation are provided with the Restricted Rights identified in FAR 52.227-14, subject to the terms and conditions of this Agreement. In the event of any conflict between the Restricted Rights identified in (c) (2) and a provision of this Agreement, the former shall govern.

10. Term and Termination. This Agreement shall begin on the Effective Date and remain in effect for the period of time specified as set forth in the Order (“Term”), unless otherwise terminated as provided herein.

10.1 If a Palantir Server Core license is specified, this Agreement will remain in effect in perpetuity unless otherwise terminated as provided herein. During the Term of the Palantir Server Core license this Agreement may be terminated by Customer without cause upon at least thirty (30) days prior written notice to Palantir.

10.2 If a Palantir Cloud license is specified, the Term shall be the number of months or years set forth in the Order. During the Term of the Palantir Cloud license, this Agreement may be terminated by Customer without cause upon at least ninety (90) days prior written notice to Palantir, but in any case will terminate upon the expiration of the Term.

10.3 Termination or expiration does not affect either party’s rights or obligations that accrued prior to the effective date of termination or expiration (including without limitation, payment obligations). Sections 3, 4, 5 (but only for the period of time specified therein), 6, 11.4, 12, 13.2, 14, and 15 shall survive any termination or expiration of this Agreement. Termination is not an exclusive remedy and all other remedies will remain available.

11. Indemnification. Palantir shall indemnify and hold harmless Customer from and against damages, costs, and attorneys’ fees, if any, finally awarded against Customer from any claim of infringement or violation of any U.S. patent, copyright, or trademark asserted against Customer by a third party based upon Customer’s use of the Products in accordance with the terms of this Agreement, provided that Palantir shall have received from Customer: (i) notice of such claim within twenty (20) days of Customer receiving notice of such claim and (ii) all reasonable necessary cooperation of Customer. If Customer’s use of any of the Products are, or in Palantir’s opinion is likely to be, enjoined due to the type of infringement specified above, or if required by settlement, Palantir may, in its sole discretion: (a) substitute for the Products substantially functionally similar programs and documentation; (b) procure for Customer the right to continue using the Products; or (c) if Palantir reasonably determines that options (a) and (b) are commercially impracticable, terminate this Agreement and refund to Customer for Palantir Server Core licenses, the license fee paid hereunder by Customer as reduced to reflect a four-year, straight-line amortization from the date on which such Products were first delivered by Palantir, or, Palantir Cloud licenses, refund to Customer a pro-rated portion of the license fee paid that reflects the remaining portion of the Term at the time of termination. The foregoing indemnification obligation of Palantir shall not apply: (1) if the Products are modified by any party other than Palantir, but only to the extent the alleged infringement would not have occurred but for such modification; (2) if the Products are modified by Palantir at the request of Customer, but

only to the extent the alleged infringement would not have occurred but for such modification; (3) if the Products are combined with other non-Palantir products or processes not authorized by Palantir, but only to the extent the alleged infringement would not have occurred but for such combination; (4) to any unauthorized use of the Products; (5) to any superseded release of the Products if the infringement would have been avoided by the use of a current release of the Products that Palantir has provided to Customer prior to the date of the alleged infringement; or (6) to any third party software code contained within the Products. THIS SECTION SETS FORTH PALANTIR’S SOLE LIABILITY AND CUSTOMER’S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

12. Palantir Limited Warranty and Disclaimer.

12.1 Palantir warrants for a period of ninety (90) days from the date the initial Products were delivered by Palantir, the Products will substantially conform to Palantir’s then current Documentation for such Products. This warranty covers only problems reported to Palantir in writing (including a test case or procedure that recreates the failure and by full documentation of the failure) during the warranty period. In the event of a material failure of the Products to perform substantially in accordance with the specifications during the warranty period (“Defect”), Palantir shall use reasonable efforts to correct the Defect or provide a suitable work around as soon as reasonably practical after receipt of Customer’s written notice as specified above. A Defect shall not include any defect or failure attributable to improper installation, operation, misuse or abuse of the Products or any modification thereof by any person other than Palantir. If Palantir has not remedied the Defect within thirty (30) days of its receipt of Customer’s written notice, Customer may give Palantir written notice of termination of this Agreement, which termination will be effective ten (10) days after Palantir’s receipt of the notice, unless Palantir is able to remedy the Defect prior to the effective date of termination. In the event of the 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 all amounts paid to Palantir hereunder.

12.2 ALL SALES ARE FINAL. NO PURCHASES OF PRODUCTS ARE REFUNDABLE, EXCHANGEABLE OR OFFSETTABLE EXCEPT AS SET FORTH IN SECTION 12.1. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 12.1, THE PRODUCTS AND SERVICES ARE PROVIDED “AS-IS” WITHOUT ANY OTHER WARRANTIES OF ANY KIND AND PALANTIR AND ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES, BOTH EXPRESS AND IMPLIED, ORAL OR WRITTEN, RELATING TO THE PRODUCTS AND ANY SERVICES PROVIDED HEREUNDER OR SUBJECT MATTER OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO

ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, TITLE OR FITNESS FOR A PARTICULAR PURPOSE. PALANTIR DOES NOT WARRANT THAT THE PRODUCTS, DOCUMENTATION, TRAINING, OR SERVICES WILL MEET CUSTOMER REQUIREMENTS OR THAT OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE.

13. Limitations of Liability.

13.1 EXCEPT FOR ANY AMOUNTS AWARDED TO THIRD PARTIES ARISING UNDER SECTION 11 OF THIS AGREEMENT, AND EXCEPT FOR BODILY INJURY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PALANTIR SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY WITH RESPECT TO ANY PRODUCT, SERVICE OR OTHER SUBJECT MATTER OF THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF USE, LOSS OR ALTERATION OF DATA, COST OF REPLACEMENT, DELAYS, LOST PROFITS, OR SAVINGS ARISING OUT OF PERFORMANCE OR BREACH OF THIS AGREEMENT OR THE USE OR INABILITY TO USE THE PRODUCTS, OR FOR ANY MATTER BEYOND PALANTIR'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

13.2 EXCEPT FOR ANY AMOUNTS AWARDED TO THIRD PARTIES ARISING UNDER SECTION 11 OF THIS AGREEMENT, AND EXCEPT FOR BODILY INJURY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY AGREES THAT THE MAXIMUM AGGREGATE LIABILITY OF PALANTIR ON ANY CLAIM OF ANY KIND, WHETHER BASED ON CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO, STRICT LIABILITY, PRODUCT LIABILITY OR NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE THEORY OR RESULTING FROM THIS AGREEMENT OR ANY PRODUCTS OR SERVICES FURNISHED HEREUNDER SHALL NOT EXCEED THE SUMS PAID TO PALANTIR BY CUSTOMER HEREUNDER. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

14. Miscellaneous. Neither this Agreement nor the licenses granted hereunder are assignable or transferable by Customer; any attempt to do so shall be void. Palantir may assign this Agreement in whole or in part. Any notice, report, approval or consent required or permitted hereunder shall be in writing and sent by first class U.S. mail, confirmed facsimile, a U.S. government email system with Read Receipt or major commercial rapid delivery courier service to the address specified in the Order. As between the parties, Palantir will own all intellectual property rights in Products and Documentation and anything else created pursuant to this Agreement, including but not limited to all copies, improvements, modifications and derivative works thereof, related documentation and materials. 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. Customer's obligations under this Agreement are subject to compliance with all applicable export control laws and regulations. This Agreement is incorporated into the Government contract documents. 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.

EXHIBIT B – Palantir O&M/Support Services Agreement

PALANTIR O&M/SUPPORT SERVICES

1. **SUPPORT SERVICES.** Support Services consist of (a) Error Correction and Telephone Support provided to a single technical support contact concerning the installation and use of the then-current release of the applicable Product and the Previous Sequential Release and (b) Product Major Releases that Palantir in its discretion makes generally available without additional charge to a Customer that is up to date on all fees due under its current License and Services Agreement (any such update will be subject to the Agreement as though it were the applicable Product).

2. **ERROR PRIORITY LEVELS.** Palantir shall exercise commercially reasonable efforts to correct any Error reported by Customer in the current unmodified release of Product in accordance with the priority level reasonably assigned to such Error by Palantir.

- **P0 Errors** - Palantir shall promptly commence the following procedures: (i) assigning Palantir engineers to correct the Error(s); (ii) notifying Palantir management that such Errors have been reported and of steps being taken to correct such Error(s); (iii) providing Customer with periodic reports on the status of the corrections; (iv) initiating work to provide Customer with a Hotfix; and (v) if appropriate, providing Palantir representatives on site at Customer's facilities.
- **P1 Errors** - Palantir shall promptly commence the following procedures: (i) assigning Palantir engineers to correct the Error; (ii) notifying Palantir management that such Errors have been reported and of steps being taken to correct such Error(s); (iii) providing Customer with periodic reports on the status of the corrections; (iv) initiating work to provide Customer with a Hotfix; and (v) if appropriate, providing Palantir representatives on site at Customer's facilities.
- **P2 Errors** - Palantir may include the Fix for the Error in the next Service Pack.
- **P3 Errors** - Palantir may include the Fix for the Error in the next Service Pack.

If Palantir believes that a problem reported by Customer may not be due to an Error in a Product, Palantir will so notify Customer. At that time, Customer may (1) instruct Palantir to proceed with problem determination at Customer's possible expense as set forth below or (2) instruct Palantir that Customer does not wish the problem pursued at Customer's possible expense. If Customer requests that Palantir proceed with problem determination at Customer's possible expense and Palantir determines that the error was not due to an Error in the Product, Customer shall pay Palantir, according to Palantir's then-current published rate chart for consulting services, for all work performed in connection with such determination, plus reasonable related expenses incurred therewith. Customer shall not be liable for (i) problem determination or repair to the extent that problems are due to Errors in the Product; (ii) work performed under this paragraph in excess of its instructions; or (iii) work performed after Customer has notified Palantir that it no longer wishes work on the problem determination to be continued at Customer's possible expense (such notice shall be deemed given when actually received by Palantir). If Customer instructs Palantir that it does not wish the problem pursued at Customer's possible expense or if such determination requires effort in excess of Customer's instructions, Palantir may, at its sole discretion, elect not to investigate the error with no liability therefore.

3. **RESPONSE TIMES.** Palantir will use diligent efforts to meet the following response times:

Severity	Response Time	Targeted Resolution Service Level
P0	12 clock hours, 365 days a year	Onsite if appropriate within 24 clock hours of issue until Error is resolved
P1	12 Business Hours	Onsite if appropriate within 36 business hours of issue until Error is resolved
P2	24 Business Hours	Error resolved with Major Release
P3	60 Business Hours	Error resolved at Palantir's discretion

4. **EXCLUSIONS.** Palantir shall have no obligation to support: (i) altered or damaged Product or any portion of a Product incorporated with or into other software; (ii) Product that is not the then-current release or immediately Previous Sequential Release; (iii) Product problems caused by Customer's negligence, abuse or misapplication, use of Product other than as specified in the Palantir's user manual, or other causes beyond the control of Palantir; (iv) Product installed on any hardware that is not supported by Palantir; (v) any Product for which Palantir has released a Service Pack, Hotfix or Major Release that has not been implemented by Customer within six (6) months after the date first made available by Palantir. Palantir shall have no liability for any changes in Customer's hardware which may be necessary to use Product due to a Workaround or maintenance release.

5. **CUSTOMER OBLIGATIONS.** As a prerequisite to Palantir's obligations hereunder, Customer agrees to the following obligations.

5.1 Customer will establish and maintain a qualified support team that includes:

- System engineers familiar with the environment and configuration who are trained and facile in use of the diagnostic tools provided by Palantir with the Product, including the ability to screen and release this information in a timely manner.
- Trained Oracle DBAs with access to, and knowledge of, the underlying Oracle databases.
- Palantir Trainers to interact with end-users and report problems or issues directly from them.
- Developers familiar with the bespoke portions of Palantir.

In addition, this support team must be generally available and able to collect data and report it back to Palantir within 24 to 48 hours of requests made by Palantir.

5.2 Customer will back up Palantir files and associated databases regularly.

5.3 Customer will follow the Upgrade Guide and other instructions provided by Palantir when upgrading Product.

5.4 Customer will test Major Releases in a staging environment before deploying the Major Release to a production environment.

6. DEFINITIONS.

- “Business Hours” means hours occurring during the period of each day in which Palantir offers Support Services, 8 A.M.-4 P.M. Pacific Standard Time.
- “Error” means an error in a Product that is reproduced by Palantir and which significantly degrades such Product as compared to the Palantir’s published performance specifications.
- “Error Correction” means the use of reasonable commercial efforts to correct Errors.
- “Fix” means the repair or replacement of object or executable code versions of a Product to remedy an Error.
- “Hotfix” means a single, cumulative package that includes one or more files containing Fixes or Workarounds that are used to address P0 or P1 Errors. “Hotfixes” address a specific customer situation and may not be distributed outside the customer organization.
- “Major Release” means a Product update that represents incremental improved features, functionality, and usability and is released during the normal course of development. An update is indicated as an increment to the major version number in the software (version 1.2 can be updated to version 1.3).
- “Previous Sequential Release” means the release of a Product which has been replaced by a subsequent release of the same Product. Notwithstanding anything else, a Previous Sequential Release will be supported by Palantir only for a period of twelve (12) months after release of the subsequent release.
- “P0 Error” means an Error which renders a Product inoperative or causes such Product to fail catastrophically.
- “P1 Error” means an Error which substantially degrades the performance of a Product or materially restricts Customer’s use of such Product.
- “P2 Error” means an Error which causes only a minor impact on the Customer’s use of Product functionality.
- “P3 Error” means an Error which causes only a very minor impact on the Customer’s use of a Product, such as documentation typos or handled error messages.
- “Support Services” means Palantir support services as described in Section 1.
- “Telephone Support” means technical support telephone assistance provided by Palantir to the Technical Support Contact during Palantir’s normal business hours concerning the installation and use of the then current release of a Product and the Previous Sequential Release.
- “Upgrade Guide” means the documentation provided by Palantir specifying appropriate procedure for upgrading Product.
- “Workaround” means a change in the procedures followed or data supplied by Customer to avoid an Error without substantially impairing Customer’s use of a Product.

THESE TERMS AND CONDITIONS CONSTITUTE A SERVICE CONTRACT AND NOT A PRODUCT WARRANTY. ALL PRODUCTS AND MATERIALS RELATED THERETO ARE SUBJECT EXCLUSIVELY TO THE WARRANTIES SET FORTH IN THE AGREEMENT. THIS ATTACHMENT IS AN ADDITIONAL PART OF THE AGREEMENT AND DOES NOT CHANGE OR SUPERSEDE ANY TERM OF THE AGREEMENT EXCEPT TO THE EXTENT UNAMBIGUOUSLY CONTRARY THERETO.