

consistent with any trademark or branding guidelines provided by the other Party and (b) shall in no event disparage or demean the other Party.

4. Hosting Provider: AWS Azure GCP Other (specify): CUSTOMER
5. Hosting Region: United States EEA Other (specify): Australia

SCHEDULE A - 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 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 applicable Term associated with the Service, to install the electronically delivered software, execute, and use the Service in object code format solely for its internal business purposes, and only (i) in accordance with the Documentation and (ii) for the scope specified in any relevant Order Form. Unless otherwise agreed to in writing by the parties, including in an applicable Order Form, Customer will be responsible, at its own cost and expense, for the procurement and maintenance of all necessary hardware and infrastructure including, without limitation, servers needed to fully operate and support the Service. Customer is solely responsible for monitoring and controlling access to the Service and maintaining the confidentiality of account login information, and will require users to keep account login information, including user names and passwords, strictly confidential, not provide such account login information to any unauthorized parties, and use industry standard security measures to protect Accounts (including, without limitation, utilizing multi-factor authentication (MFA) to access the Service).
- 2.3 Data Connection Software License. If applicable for use of the Service, Palantir grants to Customer during the applicable Order Term a non-exclusive, non-transferable, 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.
- 2.4 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, non-transferable, non-sublicenseable, limited license, to copy, modify, and use the Sample Materials solely to the extent necessary for Customer's use of the Service.

2.5 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).

2.6 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.

2.7 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.

2.8 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 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.

COUNTRY-SPECIFIC ADDENDUM

For Customers located in any of the countries identified in this Country-Specific Addendum (the “**Addendum**”) and for whom the Palantir Terms of Service (“**Terms of Service**”) will not be governed by New York law (for example, because the choice of law provision in Section 13 of the Terms of Service will be ineffective under applicable law), the following country-specific provisions below will replace or supplement the equivalent provisions in the Terms of Service as noted. Capitalized terms used in this Addendum not defined herein shall have the same meaning provided to them in the Terms of Service.

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 Additional terms for Australian Customers. 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.”

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 and Palantir (each a “**Party**” and collectively the “**Parties**”) and are 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 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 Data**” means any data (including aggregated or transformed versions thereof and analytical outputs), models, algorithms, analyses, transformation code, or other content that is provided by, whether directly or indirectly from a third party, or created by Customer or Users using the Service, for integration, use, or other processing in or through the Service.
- 1.3 “**Data Connection Software**” means Palantir software provided for installation locally for Customer to connect Customer Data to the Service.
- 1.4 “**Documentation**” means any technical documentation for the Service made available by Palantir to Customer in connection with the Service.
- 1.5 “**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.
- 1.6 “**Order Form**” means an ordering document, specifying the Service and/or Professional Services (if applicable) to be provided thereunder that is entered into between Palantir and Customer, including any attachments, addenda, or exhibits thereto.
- 1.7 “**Palantir Technology**” means the Service, Documentation, Data Connection Software, Sample Materials, 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.
- 1.8 “**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.
- 1.9 “**Service**” means Palantir’s proprietary software offering(s) as set forth in an Order Form, or provided in connection with this Agreement, and any helpers, models, algorithms, extensions, plug-ins, and add-ons, in any format, including any improvements, modifications, derivative works, patches, updates, and upgrades thereto that Palantir provides to Customer hereunder or that are developed in connection with this Agreement (and/or in connection with any future or related Statements of Work, orders, or amendments).
- 1.10 “**Taxes**” means any applicable sales, use, transaction, value added, goods and services tax, harmonized sales tax, withholding tax, excise or similar taxes, and any foreign, provincial, federal, state or local fees or charges (including, but not limited to, environmental or similar fees), duties, costs of compliance with export and import controls and regulations, and other governmental assessments, including any penalties and interest in respect thereof, imposed on, in respect of, or otherwise associated with any transaction hereunder.
- 1.11 “**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.
- 1.12 “**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 (as defined below) 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 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 applicable Term associated with the Service, to install the electronically delivered software, execute, and use the Service in object code format solely for its internal business purposes, and only (i) in accordance with the Documentation and (ii) for the scope specified in any relevant Order Form. Unless otherwise agreed to in writing by the parties, including in an applicable Order Form, Customer will be responsible, at its own cost and expense, for the procurement and maintenance of all necessary hardware and infrastructure including, without limitation, servers needed to fully operate and support the Service. Customer is solely responsible for monitoring and controlling access to the Service and maintaining the confidentiality of account login information, and will require users to keep account login information, including user names and passwords, strictly confidential, not provide such account login information to any unauthorized parties, and use industry standard security measures to protect Accounts (including, without limitation, utilizing multi-factor authentication (MFA) to access the Service).
- 2.3 Data Connection Software License. If applicable for use of the Service, Palantir grants to Customer during the applicable Order Term a nonexclusive, nontransferable, non-sublicensable, and 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.

- 2.4 Sample Materials License. Palantir may make available 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-sublicensable, and limited license, to copy, modify, and use Sample Materials solely to the extent necessary for Customer's use of the Service.
- 2.5 Usage Data. Palantir may collect and use metrics, analytics, statistics, or other data related to Customer's use 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).
- 2.6 Security. Palantir has established an Information Security Program ("**ISP**") designed to ensure strong practical security controls and compliance with industry best practice standards and frameworks. A comprehensive list of Palantir's certifications can be found at <https://www.palantir.com/informationsecurity/> under "Compliance and Accreditation." The Palantir ISP additionally is aligned with NIST 800-53, TSC (Trust Service Criteria), and CIS (Center for Internet Security) frameworks and management systems. 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 reports 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.
- 2.7 Service Levels and Support. During an Order Term, Palantir will provide Customer the service levels and support consistent with the support terms and service levels in the Palantir Service Level Agreement and Support Policy.
- 2.8 Professional Services. Palantir shall provide Customer with implementation, enablement, training, or other professional services as specified in an Order Form or otherwise in Palantir's discretion and subject to any fees thereunder ("**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, personnel or contractors) specified in an Order Form for the purposes authorized hereunder (collectively, "**Users**"). Customer shall be responsible for (i) administering Accounts; (ii) using industry standard security measures to protect Accounts (including, without limitation, using multi-factor authentication); and (iii) any activity on Accounts. Customer shall immediately de-activate any Account upon becoming aware of the compromise or unauthorized use thereof, or upon Palantir's reasonable request.
- 3.2 Data Protection. The Parties shall comply with the Palantir Data Protection Addendum available at <https://www.palantir.com/dataprotection/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. Proprietary Rights.

- 4.1 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 the Agreement, Customer grants to Palantir a non-exclusive, worldwide, and royaltyfree 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, and 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.
- 4.2 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.
- 4.3 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) transmit material containing software viruses or other harmful or deleterious computer code, files, scripts, agents, or programs through the Service; (d) 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); (e) 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 (except as set forth in an Order Form); (f) list or otherwise display or copy any code of any Palantir Technology, except for Sample Materials to the extent necessary for Customer's use of the Service; (g) copy any Palantir Technology (or component thereof) or develop any improvement, modification, or derivative work thereof, except for Sample Materials to the extent necessary for Customer's use of the Service; (h) include any portion of any Palantir Technology in any other service, equipment, or item; (i) 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; (j) perform penetration tests on the Service unless authorized by Palantir; (k) use, evaluate, or view the Palantir Technology for the purpose of designing, modifying, or otherwise creating any environment, software, models, algorithms, products, program, or infrastructure or any portion thereof, which performs functions similar to the functions of the Palantir Technology; or (l) 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. Notwithstanding the foregoing, or any statement to the contrary herein, Third Party Content may be made available with notices and open source or similar licenses from such communities and third parties that govern the use of those portions, and Customer hereby

agrees to be bound by and fully comply with all such licenses; *however*, the disclaimer of warranty and limitation of liability provisions in this Agreement will apply to all such Third Party Content.

5. **Confidentiality.** Each Party (the “**Receiving Party**”) shall keep strictly confidential all Confidential Information of the other Party (the “**Disclosing Party**”), and shall not use such Confidential Information except for the purposes of this Agreement, and shall not disclose such Confidential Information to any third party other than disclosure on a need-to-know basis to the Receiving Party’s directors, employees, agents, attorneys, accountants, subcontractors, or other representatives who are each subject to obligations of confidentiality at least as restrictive as those herein (“**Authorized Representatives**”). The Receiving Party shall use at least the same degree of care as it uses to prevent disclosure of its own confidential information, but in no event less than reasonable care. The Receiving Party may, without violating the obligations of the Agreement, disclose Confidential Information to the extent required by a valid court or government order, *provided* that the Receiving Party: (a) provides the Disclosing Party with reasonable prior written notice of such disclosure and (b) uses reasonable efforts to limit disclosure and to obtain, or to assist the Disclosing Party in obtaining, confidential treatment or a protective order preventing or limiting the disclosure, while allowing the Disclosing Party to participate in the proceeding. “**Confidential Information**” means (i) in the case of Palantir, Palantir 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, however*, 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.
6. **Fees and Payment; Taxes.** The Service is deemed delivered upon the earlier of (a) the first time any Service is made accessible to or accessed by the Customer or used for the Customer’s benefit, or (b) the installation of the Service on the system where it will be hosted during the deployment. Hardware, if applicable, is deemed delivered upon the earlier of Customer’s receipt of such hardware or the installation of the Service on that hardware for the Customer’s benefit. If there are fees set forth in an Order Form, such fees will be invoiced and payable on an annual upfront basis, or as otherwise set forth in the 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 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 the 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.
7. **Term and Termination.**
- 7.1 **Term.** 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 (the “**Term**”), unless otherwise terminated as provided herein. 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.
- 7.2 **Termination for Cause.** Without limiting either Party’s other rights, either Party may terminate this Agreement for cause (including any then-current Order Forms) (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 nonbreaching 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 7.2(a), Palantir shall provide a pro-rated refund of any fees pre-paid for Services not utilized as of the effective date of termination. All non-expired Order Forms shall automatically terminate upon termination of this Agreement.
- 7.3 **Effect of Termination.** Upon any termination or expiration of this Agreement, except as specifically set forth below, all Customer’s rights, access, and licenses granted to Palantir Technology and the Service shall immediately cease, and Customer shall promptly return or destroy all Data Connection Software, Sample Materials, Documentation, and all other Confidential Information of Palantir 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 all Order Forms, if requested by Customer, Customer shall, subject to the terms of this Agreement, have access to the Service for thirty (30) days solely for the purpose of retrieving Customer Data. Palantir shall thereafter delete all Customer Data. Notwithstanding the foregoing, Palantir shall retain, subject to the other terms of this Agreement, and solely for security purposes, usage information and metadata related to the security of the Service, excluding Customer Data (except for security-related information such as IP addresses, usernames, log-in attempts, and search queries), for a period of two (2) years following the last event logged. No termination or expiration of this Agreement shall limit or affect rights or obligations that accrued prior to the effective date of termination or expiration (including, without limitation, payment obligations). Sections 4, 5, 6, 7, 8, 9, 11, 12, and 13 shall survive any termination or expiration of this Agreement.
8. **Indemnification.**
- 8.1 **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 nonappealable order by a court of competent jurisdiction in such claim or settlement entered into by Palantir. If Customer's use of any of the Palantir 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 Palantir Technology 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, or use during any period of suspension; (iv) to any Customer Data; or (v) to any non-Palantir products or services.

- 8.2 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; or (c) 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, issued by a competent authority or finally awarded pursuant to a non-appealable order.
- 8.3 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.

9. Palantir Warranty and Disclaimer.

- 9.1 Palantir Warranty. Palantir warrants that, during the 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 or any Customer-selected hardware used in connection with the Service.

In the event of termination of this Agreement pursuant to Customer's exercise of its right under this Section, Customer shall be entitled to receive from Palantir, as its sole and exclusive remedy, a refund of a pro-rated portion of the fees paid hereunder that reflects the remaining portion of the Order Terms of any Order Forms in effect at the time of termination.

- 9.2 Disclaimer. NO AMOUNTS PAID HEREUNDER ARE REFUNDABLE OR OFFSETTABLE EXCEPT AS OTHERWISE EXPLICITLY SET FORTH

HEREIN. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PALANTIR TECHNOLOGY AND PROFESSIONAL SERVICES ARE PROVIDED "ASIS" 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 NONINFRINGEMENT, 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 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. PALANTIR SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ACTIONS TAKEN OR CONCLUSIONS DRAWN BY CUSTOMER BASED ON CUSTOMER'S USE OF THE SERVICE.

10. Customer Warranty. Customer warrants that (a) Customer has provided all necessary notifications and obtained all necessary consents, authorizations, approvals, and/or agreements as required by any applicable laws or policies, and has informed Palantir of any obligations applicable to Palantir's processing of Customer Data, in order to enable Palantir to process Customer Data, including personal data, according to the scope, purpose, and instructions specified by Customer and that Customer will not direct the processing of Customer Data by Palantir in violation any laws or regulations (including localization requirements) or rights of third parties; and (b) it will not use the Service for any unauthorized or illegal purposes.

11. 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 SERVICE, PRODUCTS OR SERVICES, OR COST OF REPLACEMENT OR RESTORATION OF ANY CUSTOMER DATA; (B) ECONOMIC LOSSES, EXPECTED OR LOST PROFITS, REVENUE, 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 4 AND 8 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 (I) 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 OR (II) ONE HUNDRED THOUSAND DOLLARS (USD 100,000), AND THAT SUCH REMEDY IS FAIR AND ADEQUATE. THE LIMITATIONS SET FORTH IN THIS SECTION 11 SHALL APPLY REGARDLESS OF WHETHER AN ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY.

12. Dispute Resolution. Any dispute, controversy, or claim arising from or relating to this Agreement, including arbitrability, that cannot be resolved following good faith discussions within sixty (60) days after notice of a dispute shall be finally settled by arbitration. The governing law shall be the substantive laws of 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 5 of this Agreement; and (b) a permanent injunction and damages shall only be awarded by the arbitrator(s).

13. 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. If applicable, the Parties shall comply with the Palantir AIP Addendum available at <https://palantir.pactsafe.io/aip-legal3791.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**"); 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 subcontract this Agreement or portions thereof. 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. The Service is controlled under 5D002.c.1, ENC. Customer shall ensure that all exports, reexports, transfers, end-uses, and Users of the Service comply with the export and sanctions laws and regulations of the United States and other applicable jurisdictions, including, without limitation, those of the U.S. Bureau of Industry & Security and the Office of Foreign Assets Control. Customer represents that it is not subject to restrictions under any U.S. government restricted end user lists, and that it is not 50% or more, directly or indirectly, owned or controlled by any individuals or entities identified on such lists. Customer will immediately notify Palantir if Customer becomes subject to any such restrictions. Customer shall refrain from taking any action that causes Palantir to violate applicable export and sanctions laws and regulations. Except for the obligation to pay money, neither Party will be liable for any failure or delay under this Agreement due to any cause beyond its reasonable control, including, without limitation, acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act, 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 cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. The Parties have freely negotiated all clauses of this Agreement, in written exchanges, telephone conversations, or meetings, and pursuant to these negotiations have agreed to adopt this Agreement and hereby acknowledge the negotiated nature of this Agreement. 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.

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 Additional terms for Australian Customers. 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."



Australian Government
Department of Defence

Order No:	3000430854
Order Date:	06/02/2026
Currency:	AUD

PURCHASE ORDER

ABN: 68 706 814 312

Supplier: 2000023662	Contact:
Name: PALANTIR TECHNOLOGIES AUSTRALIA Address: PTY LTD STE 1, L4 171 NORTHBOURNE AVE CANBERRA ACT 2601 Tel: ABN: 48 144 948 309	Name: Head ICT Email: s47E(d)@defence.gov.au Tel:
Invoice To:	Deliver To:
Email: s47E(d)@defence.gov.au Payment Terms: Net 20 Days	Name: Defence Departmental Address: Russell Offices, s47E(d) CANBERRA ACT 2600

Header Texts / Instructions

Special Conditions

Item No	Description	Delivery Date	Quantity	UoM	Unit Price	GST	Item Total (incl. GST)	Currency
10	Material: Palantir Platform - FY 25/26 Contract / Item No: 4610003517 / 00010	06/02/2026	3,472,679.50	VAL	1.00	347,267.95	3,819,947.45	AUD
20	Material: Palantir Platform - FY 26/27 Contract / Item No: 4610003517 / 00020	s47E(d)	3,472,679.50	VAL	1.00	347,267.95	3,819,947.45	AUD

Total Order Net Value: 6,945,359.00
GST Amount: 694,535.90
Total (incl. GST): 7,639,894.90