

These Licencing Terms and Conditions (this “**Agreement**”) shall take effect by and between Palantir Technologies UK, Ltd, a private limited company incorporated in England and Wales (company registration number 07042994) with its principal place of business located at 20 Soho Square, London W1D 3QW (“**Palantir**”) and the customer who purchases Palantir goods, licences and/or services hereunder (“**Customer**” and, collectively with Palantir, the “**Parties**”) on such date as agreed between the Parties in writing (the “**Effective Date**”). This Agreement sets forth the terms and conditions pursuant to which Customer will licence or access certain Palantir commercial software products and/or contract for certain services from Palantir and pursuant to which Palantir will provide such products and/or services to Customer as set forth in any applicable Call-Off Contract (and any related purchase order, statement of work, or amendment, in each case incorporated into the Call Off Contract) (the “**Order**”). In the event of a direct conflict between this Agreement and the applicable terms of the G-Cloud Framework Agreement (the “**Framework Agreement**”), the Framework Agreement shall control with respect to that issue.

PALANTIR LICENCING TERMS AND CONDITIONS

1. Certain Definitions. Capitalised terms will have the meaning indicated below unless otherwise specifically defined in this Agreement

1.1 “**Cloud Client Software**” means the software provided by Palantir for installation locally by Customer in order to access the Cloud Solution.

1.2 “**Cloud Content**” means any data or other content (including models and related code) that is created or provided by Customer or its Authorised Users, whether directly or indirectly from a third party, for transmission, storage, integration, import, display, distribution or use in or through use of the Cloud Solutions, including any aggregated or transformed versions thereof and any analytical outputs.

1.3 “**Cloud Software**” means the Palantir proprietary commercial software, models, and algorithms, and any helpers, extensions, plug-ins, and add-ons, in any format, specified in the Order or provided in connection with this Agreement, any third-party software incorporated into and/or used to deliver the Cloud Solutions, the Cloud Client Software, and any improvements, modifications, derivative works, patches, Updates, and upgrades thereto that Palantir develops or provides in its discretion to Customer hereunder in connection with this Agreement..

1.4 “**Cloud Solution(s)**” means Palantir’s service to provide a platform for data integration, management and analysis that will be hosted via Palantir’s Cloud Provider (as defined below), including access to Cloud Software as specified in the Order, and any Updates that are made available in connection with this Agreement (and/or in connection with any future or related Orders.

1.5 “**Intellectual Property Rights**” means patent, copyright, trademark, trade secret and other intellectual or industrial property rights.

1.6 “**Product(s)**” means the Cloud Client Software, Cloud Solutions, and Cloud Software (as defined above) specified in the Order.

1.7 “**Updates**” means Product changes that Palantir in its discretion implements in the generally available Product specified in the Order without the payment of additional fees. Updates do not include new platform capabilities, configurations, modules or services that Palantir makes available for an additional charge.

2. Grant of Limited Licence. 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-assignable, non-exclusive, limited licence, without any right to sublicense, during the applicable Term (as defined below) to install, execute and use the Cloud Software specified in the Order in object code format solely for Customer’s internal business purposes, and only (i) for use in accordance with the technical specification documentation provided to Customer by Palantir with regard to the Cloud Software (“**Documentation**”) and (ii) for the purposes specified in the Order. Unless otherwise agreed to in writing by the parties, including in any applicable Order: (a) Customer will be responsible, at its own cost and expense, for the procurement and maintenance of all necessary hardware including, without limitation, servers needed to fully operate and support the Products, and (b) database licences are not included.

3. Provision of Access

3.1 Cloud Solutions. Subject to Customer’s continued and full compliance with all of the terms and conditions of this Agreement, including without limitation, Customer’s payment of all of the fees due hereunder, Palantir will provide Customer with access to the Cloud Solution pursuant to the applicable Order during the applicable Term associated with such Cloud Solution solely for its internal business purposes, and only (i) for use in accordance with the Documentation and (ii) for the purposes specified in the applicable Order.

3.2 Cloud Client Software. Palantir hereby grants to Customer a non-exclusive, non-transferable, non-assignable, limited licence to use the Cloud Client Software during the Term for the sole purposes of using and receiving Cloud Solutions. At Palantir’s request, Customer will

promptly install Updates to the Cloud Client Software provided by Palantir.

3.3 Customer Information, Materials and Content.

Customer shall provide Palantir with all information, assistance and materials, including access to Cloud Content, as reasonably required for Palantir to activate and operate the Cloud Solutions for Customer pursuant to the Agreement. Customer grants and agrees to grant to Palantir a non-exclusive licence to use, copy, store, process, retrieve, and display such information and materials in connection with the provision of the Cloud Solutions for Customer. Palantir will store and process Cloud Content only in the regions specified in the Order and will not move Cloud Content from such regions without prior written approval of Customer. Palantir is not permitted to disclose Cloud Content without Customer's consent unless required to do so pursuant to applicable law or regulation or requests or orders of judicial, governmental or regulatory entities (including without limitation subpoenas).

4. Authorized User Accounts. Customer may establish Product accounts ("**Accounts**") for Customer's employees or independent contractors with a need to access the Product on behalf of Customer ("**Authorized Users**"). Customer shall inform each Authorized User of its obligations under, and ensure that each Authorized User at all times abides by, the terms of this Agreement. Customer shall immediately notify Palantir in the event that Customer or an Authorized User becomes aware of any violation of the terms of this Agreement. Customer is solely responsible for any use of the Product that occurs on Customer's Accounts and shall be liable for any breach of this Agreement by an Authorized User. Palantir may at its sole discretion create Accounts for Palantir user access and testing.

5. Account Protection. Customer shall be solely responsible for administering and protecting Accounts. Customer agrees to provide access to the Products only to Authorized Users, and to require such Authorized Users to keep Account login information, including user names and passwords, strictly confidential and not provide such Account login information to any unauthorised parties, and to use standard security measures to protect Accounts (including, without limitation, using multi-factor authentication to access the Products). Customer is solely responsible for monitoring and controlling access to the Products and maintaining the confidentiality of Account login information. In the event that Customer or any Authorized User becomes aware that the security of any Account login information has been compromised, Customer shall immediately de-activate such Account or change the Account's login information. If Palantir discovers or is notified of a breach of security that affects the security of any Cloud Content subject to any data breach notification law, Palantir will notify Customer as required by applicable law, and Customer will be responsible for notifying affected individuals.

6. Infrastructure. At Customer's request, Palantir is providing the Cloud Software for use with one if its cloud service providers such as Amazon Web Services or

Microsoft Azure ("**Cloud Provider**"). Customer agrees that any use by Customer of such Cloud Provider products or services through Cloud Provider, and any exchange of data between Customer and Cloud Provider, is solely between Customer and Cloud Provider, and Cloud Provider is not a subcontractor of Palantir. Upon Customer's request Palantir may, and Customer authorises Palantir to, set up the account with Cloud Provider on behalf of Customer in the name of the Customer. Customer agrees (a) to comply with the Cloud Provider terms and conditions available upon request from Cloud Provider; and (b) Palantir is not responsible for Cloud Provider (including without limitation, uptime guarantees, outages or failures) or liable for any claims arising out of use of the Cloud Provider and Customer agrees to indemnify Palantir against any such claims. Customer agrees to provide all necessary authentication, validation, or access information or codes to Palantir so that Palantir can access such Cloud Provider on behalf of Customer. Customer authorises Palantir, as Palantir deems necessary to (a) access such Cloud Provider on behalf of Customer and (b) use, modify, and operate on all Cloud Content in order to provide the Cloud Software. If Palantir receives a third-party subpoena or request or order of judicial, governmental or regulatory entities regarding Customer's Account or Cloud Content, Palantir may provide Customer notice, except where providing notice is prohibited by the legal process itself, by court order, or by applicable law or where Palantir has reason to believe providing notice could create a risk of injury or death to any person. If Palantir is obligated to respond to a third-party subpoena or other request or order of judicial, governmental or regulatory entities, Customer will also reimburse Palantir for reasonable attorneys' fees, as well as for the time and materials spent by Palantir responding to the third-party subpoena or other request or order of judicial, governmental or regulatory entities.

7. Ownership. Except for the limited licence rights expressly provided herein, Customer acknowledges and agrees that, as between the Parties, Palantir retains all rights, title, and interest in and to the Products, Documentation and any other related documentation or materials provided by Palantir (including, without limitation, all Intellectual Property Rights embodied in any of the foregoing). Customer shall and hereby does irrevocably transfer and assign, by way of a present and future assignment with full title guarantee to Palantir all right, title, and interest it may have in the foregoing to Palantir and Palantir hereby accepts such transfer. Customer acknowledges that it is obtaining only a limited licence right to the Products in object code format, notwithstanding any reference to the terms "purchase" or "customer" herein. The Products are licenced in object code format and not sold, and no ownership rights are being conveyed to Customer under this Agreement. Except for the express rights granted herein, Palantir does not grant any other licences, whether express or implied, to any Palantir software, services, technology, or Intellectual Property Rights. Customer will maintain and not remove, obscure or alter any copyright notice, trademarks, logos and trade names, and any other notices or product identifications that appear on or in any Products and any associated media.

8. Cloud Content. As between the Parties, Customer retains all rights, title, and interest in and to the Cloud Content.

9. Updates. Palantir will have the right to update the Products from time to time, *provided* that Palantir will not materially diminish the functionality or performance of the Products unless such changes are made: (i) to address digital rights management or security issues, (ii) in response to claims, litigation, or loss of licence rights related to third-party Intellectual Property Rights, or (iii) to comply with applicable law or regulation or requests or orders of judicial, governmental or regulatory entities. Palantir may deliver Updates electronically.

10. Restrictions. Customer will not (and will not allow any third party to): (i) decompile, disassemble, reverse engineer, scan, or attempt to discover any source code or underlying ideas or algorithms of any Product (except to the extent that applicable law expressly permits such reverse engineering and then on prior written notice to Palantir); (ii) provide, lease, lend, rent, use for timesharing or service bureau purposes or otherwise use or allow others to use any Product for the benefit of any third party; (iii) list or otherwise display, copy or reuse any code of any Product; (iv) copy any Product (or component thereof), develop any improvement, modification, adaptation or derivative work thereof, or include any portion thereof in any other equipment or item; (v) allow the transfer, transmission (including, without limitation, making available on-line, electronically transmitting, performance, broadcast, or otherwise communicating to the public), export, or re-export of any Product or Documentation (or any portion thereof) or any Palantir technical data or other Confidential Information; (vi) access, attempt to access, copy, scan, transfer, or distribute any source code for any Products without the prior written consent of Palantir; or (vii) perform benchmark tests or other technical evaluations of the Product without the prior written consent of Palantir (any results of such permitted testing shall be deemed Confidential Information (as defined below) of Palantir), (viii) gain or attempt to gain unauthorised access to the Products, or any element thereof, or circumvent or otherwise interfere with any authentication or security measures of the Products, (ix) interfere with or disrupt the integrity or performance of the Products, (x) input, upload, transmit, or otherwise provide material containing software viruses or other harmful or deleterious computer code, files, scripts, agents, or programs to or through the Products, or (xi) use, evaluate or view the Products or Documentation for the purpose of developing, 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 performed by the Products. Notwithstanding these restrictions and subject to the other terms and conditions of this Agreement, Customer shall be permitted to develop software that interfaces with Palantir's public APIs, provided that Customer shall not attempt to, or encourage any third party to, sell, rent, lease, licence, sublicense, distribute, transfer, or syndicate such Products, without prior written approval from Palantir. Periodically, Palantir may request that Customer provide an accurate accounting

of the number of server 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 shall 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 or similar licences 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 licences, and any licences granted hereunder shall not alter any duties or obligations Customer may have under such open source licences; however, the disclaimer of warranty and limitation of liability provisions in this Agreement will apply to all such software in this Product distribution.

11. Usage Data. Palantir may collect metrics, analytics, statistics or other data related to Customer's use of the Products (i) in order to provide the Product, Support Services and Professional Services to and for the benefit of the Customer; (ii) for statistical use (provided that it makes such data not personally identifiable); and (iii) monitor, analyse, maintain and improve the Products, Support Services and Professional Services..

12. Confidentiality. Customer shall keep strictly 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 or permit the unauthorised transfer of such Confidential Information to any third party other than disclosure on a need-to-know basis to Customer's own employees, agents, advisors, attorneys, and/or accountants ("**Authorised Representatives**") who 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 or unauthorised transfer 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 unauthorised disclosure of Palantir's Confidential Information. ("**Confidential Information**") shall mean (i) Products (including any information or data relating thereto), (ii) Documentation (including any information or data relating thereto), and (iii) any other business, technical or engineering information or data (including third party information) disclosed or made available to Customer by or on behalf of Palantir which by the nature of the information disclosed or the manner of its disclosure would be understood by a reasonable person to be confidential and/or proprietary, in each case in any form (including, without limitation, written, electronic, or oral) and whether furnished before, on, or after the Effective Date; provided, however, that Confidential Information shall not include any information that (a) is or becomes part of the public domain through no act or omission of Customer or any Authorised Representatives, (b) is known to Customer at the earlier of the Effective Date or the time of disclosure by Palantir (as evidenced by written records) without an obligation to keep it confidential, (c) was rightfully disclosed to Customer 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 (d) Customer can document by written evidence that such information was independently developed by Customer without the use of or any reference or access to Confidential Information, by persons who did not have access to any Confidential Information. Customer is responsible and shall be liable for any breaches of this Section and any disclosure or misuse of any Confidential Information by its Authorised Representatives (or any other person or entity to which Customer has disclosed Confidential Information pursuant to this Section). Customer's obligations with respect to Palantir's Confidential Information shall survive 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.

13. Delivery and Payment. Products are deemed delivered upon the installation of the Products on the system for the Customer's benefit. Unless agreed otherwise in writing, upon execution of each or any Order, Palantir shall begin invoicing Customer on a quarterly basis until the fees set forth in Order are paid in full. All payments shall be made via wire transfer to an account designated by Palantir in the currency set forth on the corresponding invoice. All fees set forth in the invoice are due within thirty (30) days after the date of issuance of Palantir's invoice. Customer shall be responsible for all taxes arising under this Agreement, including, but not limited to, sales, use, gross receipts, excise, value added, and goods and services taxes (but not including Palantir's U.S. income taxes), in addition to any duties, costs of compliance with export and import controls and regulations, and other governmental assessments. Any late payments shall be subject to a service charge equal to 1.5% per month of the amount due or the maximum amount allowed by applicable law, whichever is less, until the payment is made in full, whether before or after any judgement.

14. Support Services. Subject to the payment of the applicable fees set forth in the Order, if any, Palantir shall use commercially reasonable efforts to provide Customer with the Support Services and electronically delivered Product upgrades and Updates in accordance with and subject to Palantir's standard maintenance and support terms and conditions for the Term ("**Support Services**"). Palantir shall be permitted to access the Customer's instance of the Product on-site at the Company or remotely via a virtual private network or other secure channel solely to provide the services specified hereunder. Any additional consulting, integration or other Professional Services requested by Customer from Palantir will be subject to a separate, mutually agreed upon written Order or agreement executed by the Parties.

15. Training. Subject to payment of the applicable fees set forth in the Order, Palantir agrees to provide its standard training services for the number of Customer personnel specified in the Order ("**Training**"), if any. Customer shall be responsible for reimbursing Palantir for all reasonable costs and expenses that Palantir incurs in the

event Customer requests that the Training be provided at any location other than a Palantir facility, including, but not limited to, reasonable travel, room and board, and rental and configuration of training facilities (if applicable).

16. Professional Services. In addition to any Support Services and Training discussed above, upon payment of the applicable fees set forth in the Order, Palantir will provide Customer with the consulting, integration, or other professional services (collectively, "**Professional Services**") related to the Products specified in the Order.. From time to time at Customer's request, and upon mutual written agreement of the Parties, Palantir may provide additional Professional Services with respect to Customer's use of the Products. The performance of any Professional Services by Palantir shall not affect the ownership of the Products, Documentation and other related materials provided by Palantir in connection with this Agreement.

17. Term and Termination. This Agreement shall begin on the Effective Date and remain in effect for the duration of the Term (as defined below), unless otherwise terminated as provided herein.

17.1 Term. The term of each Order shall continue for the number of months/years set forth in the Order unless otherwise terminated as provided herein (each such period a "**Term**"). During the term of this Agreement, either Party may terminate this Agreement for its convenience with six (6) months' written notice. Without limiting either party's other rights of termination set forth in this Agreement, Palantir may terminate this Agreement immediately upon written notice to Customer in the event of (i) any material breach (as reasonably determined by Palantir) by Customer of any term, condition or provision of this Agreement and failure to remedy the breach (and provide reasonable written notice of such remedy to Palantir) within thirty (30) days following written notice of such breach from Palantir or (ii) a Change of Control of Customer. As used herein, "**Change of Control**" means, the (a) consolidation or merger of a party with or into any person or entity, including by operation of law; (b) sale, transfer or other disposition of all or substantially all of the assets of the party's business related to the subject matter of this Agreement; or (c) acquisition by any person or entity, or group of persons or entities acting in concert, of beneficial ownership of fifty point one percent (50.1%) or more of the outstanding voting securities or partnership interests of a party; or (iii) the Customer holds any meeting with or proposes to enter into or has proposed to it any arrangement or composition with its creditors (including any voluntary arrangement as described in the Insolvency Act 1986); has a receiver, administrator, or other encumbrancer take possession of or appointed over or has any distress, execution or other process levied or enforced (and not discharged within 7 days) upon the whole or substantially all of its assets; ceases or threatens to cease to carry on business or becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; or suffers any analogous event.

17.2 Upon any termination or expiration of this Agreement, all of Customer's rights and licences granted hereunder to the Product shall immediately cease and Customer shall promptly return to Palantir all Products and

Documentation, including all portions thereof and all other Confidential Information, and so certify its compliance with the foregoing to Palantir in writing within ten (10) days of termination or expiration. No termination or expiration of this Agreement shall limit or affect Palantir's rights or Customer's obligations that accrued prior to the effective date of termination or expiration (including without limitation, payment obligations). Furthermore, this Section 17 and Sections 2, 3, 7, 10, 12, 13 (but only for the period of time specified therein), 18, 19, 20, 21, 22 and 23 shall survive any termination or expiration of this Agreement. Termination is not an exclusive remedy and all other remedies will remain available. All non-expired Orders shall automatically terminate upon the termination of this Agreement.

18. Indemnification. Palantir shall defend, indemnify and hold harmless Customer from and against damages, costs, and reasonable attorneys' fees, if any, finally awarded pursuant to a non-appealable order by a court of competent jurisdiction against Customer from any claim of infringement or violation of any patent, copyright, or trade mark asserted against Customer by a third party based upon Customer's use of the Products in accordance with the terms and conditions 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; (ii) the exclusive right to control and direct the investigation, defense, and settlement (if applicable) of such claim; and (iii) all reasonable necessary cooperation of Customer. If Customer's use of any of the Products 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 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 without liability to Customer and refund to Customer a pro-rated portion of the licence fee paid hereunder that reflects the remaining portion of the term or terms of any Order in effect 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 authorised by Palantir, but only to the extent the alleged infringement would not have occurred but for such combination; (4) to any unauthorised use of the Products or any use that is not consistent with the Documentation; (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 or made available to Customer prior to the date of the alleged infringement; or (6) to any third party products, software or services contained within or used to deliver the Products. THIS SECTION SETS FORTH PALANTIR'S SOLE

LIABILITY AND OBLIGATION AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT, IN CONTRACT, TORT, STATUTORY DUTY, OR HOWSOEVER ARISING. Furthermore, except to the extent specifically covered by Palantir's indemnification obligation above, Customer shall indemnify, hold harmless and defend Palantir against all third-party claims (including reasonable attorneys' fees) against Palantir arising from or relating to Customer's use of the Products in violation of this Agreement, inconsistent with the Documentation, or in violation of applicable law.

19. Palantir Limited Warranty and Disclaimer.

19.1 Subject to the terms and conditions set forth in this Section 19 Palantir warrants for a period of thirty (30) days from the date the initial Cloud Software were delivered by Palantir that the Cloud Software in object code format will substantially conform to Palantir's then-current Documentation for such Cloud Software. 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 Cloud Software 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 pro rata refund of amounts paid to Palantir hereunder, but such termination shall otherwise be subject to Section 17.2.

19.2 ALL SALES ARE FINAL. NO PURCHASES OF PRODUCTS ARE REFUNDABLE, EXCHANGEABLE OR OFFSETTABLE EXCEPT AS SET FORTH IN SECTION 19.1. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 19.1, THE PRODUCTS AND SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY OTHER WARRANTIES, CONDITIONS OR OTHER TERMS OF ANY KIND AND PALANTIR AND ITS SUPPLIERS HEREBY DISCLAIM ALL FURTHER REPRESENTATIONS, WARRANTIES, CONDITIONS OR OTHER TERMS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, BY STATUTE, COLLATERALLY OR OTHERWISE, including, without limitation, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982, ORAL OR WRITTEN, RELATING TO THE PRODUCTS AND ANY SERVICES PROVIDED HEREUNDER OR THE

SUBJECT MATTER OF THIS AGREEMENT OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES, CONDITIONS OR OTHER TERMS OF NON-INFRINGEMENT, MERCHANTABILITY, SATISFACTORY QUALITY, REASONABLE CARE AND SKILL OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING LIMITATION, 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. CUSTOMER ACKNOWLEDGES THAT PALANTIR DOES NOT CONTROL THE TRANSFER OF DATA, INFORMATION, OR CONTENT OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET OR THIRD-PARTY SERVICES, AND THAT THE PRODUCTS MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. PALANTIR IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

20. Customer Representations and Warranties.

20.1 Customer represents, warrants, and covenants to Palantir that neither this Agreement (or any term hereof) nor the performance of or exercise of rights or receipt of services under this Agreement is restricted by, contrary to, in conflict with, ineffective under, requires registration or approval or tax withholding under, or affects Customer's proprietary rights (or the duration thereof) under, or will require any termination payment or compulsory licensing under, any law or regulation of any country, group of countries or political or governmental entity located within or including all or a portion of any geographic area where any copy of the Products or any part thereof (whether or not incorporated with or into other software) will be located, used or distributed..

20.2 Customer represents, warrants and covenants to Palantir that it will not use the Products for any unauthorised, improper or illegal purposes, including but not limited to (i) discrimination, (ii) harassment, (iii) compromising information, data security or confidentiality including Confidential Information, (iv) harmful or fraudulent activities, (v) violation of data protection, privacy or constitutional rights of individuals or organisations, and/or (vi) violation of any applicable contractual agreements, laws, regulations, or ordinances. Customer, not Palantir, remains solely liable and responsible for all Cloud Content. Customer acknowledges that all Cloud Content that Customer transmits, stores, integrates, imports, displays, distributes, uses, or otherwise makes available through use of the Products and the conclusions drawn therefrom are done at Customer's own risk and Customer will be solely liable and responsible for any damage or losses to any party resulting therefrom.

20.3 Customer Cloud Content. Customer represents, warrants and covenants to Palantir that (i) it will not

transmit, store, integrate, import, display, distribute, use or otherwise make available any Cloud Content that is, or is obtained in a manner that is, unauthorised, improper or illegal; (ii) no Cloud Content infringes upon or violates any other party's Intellectual Property Rights, privacy, publicity or other proprietary rights; (iii) this Agreement imposes no obligations, by contract or national and international law, regulation or ordinance, with respect to Cloud Content, unless explicitly mutually agreed in writing; and (iv) Customer has provided all necessary notifications and obtained all necessary consents, authorisations, approvals and/or agreements as required by any applicable laws or policies in order to enable Palantir to receive and process Cloud Content, including personal data, according to the scope, purpose, and instructions specified by Customer. Customer acknowledges that all Cloud Content that Customer transmits, stores, integrates, imports, displays, distributes, uses or otherwise makes available through use of the Products and the conclusions drawn therefrom are done at Customer's own risk and Customer will be solely liable and responsible for any damage or losses to any party resulting therefrom. Palantir has the right to immediately suspend the Product (a) in order to prevent harm to Palantir or its business and to limit any potential liability, (b) if Customer is in breach of this Agreement, or (c) if required to do so pursuant to applicable law or regulation or requests or orders of judicial, governmental or regulatory entities.

20.4 Other Terms. Customer acknowledges and agrees that Sections 7 ("Ownership"), 10 ("Restrictions"), 12 ("Confidentiality"), 13 ("Delivery and Payment"), 18 ("Indemnification"), 19 ("Palantir Limited Warranty and Disclaimer") and 20 ("Customer Representations and Warranties") of the Agreement apply in full and extend to any provision of Cloud Solutions, Cloud Client Software, Cloud Software, Documentation, Updates and any other related documentation or materials provided by Palantir (including without limitation all Intellectual Property Rights embodied in any of the foregoing). Customer acknowledges and agrees that the remaining Sections of the Agreement also apply in full.

21. Limitations of Liability.

21.1 EXCEPT FOR PALANTIR'S OBLIGATIONS SET FORTH IN SECTION 18 OF THIS AGREEMENT, AND EXCEPT FOR DEATH OR PERSONAL INJURY RESULTING FROM PALANTIR'S NEGLIGENCE AND EXCEPT FOR ANY OTHER LIABILITY WHICH CANNOT BE LIMITED OR EXCLUDED BY APPLICABLE LAW OR BREACH OF THE TERMS IMPLIED BY SECTION 2 OF THE SUPPLY OF GOODS AND SERVICES ACT 1982, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, PALANTIR DISCLAIMS ALL AND SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY WITH RESPECT TO ANY PRODUCT, SERVICE OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OR LOSS, REGARDLESS OF THE LEGAL THEORY USED

TO MAKE A CLAIM, AND WHETHER OR NOT BASED UPON PALANTIR'S NEGLIGENCE, MISREPRESENTATION (OTHER THAN FRAUDULENT MISREPRESENTATION), BREACH OR ALLEGED BREACH OF WARRANTY OR OTHER TERM, EXPRESS OR IMPLIED, STATUTORY DUTY, STRICT LIABILITY, TORT OR ANY OTHER CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION, LOSS OF USE, LOSS, ALTERATION, CORRUPTION, OR BREACH OF DATA, SOFTWARE OR SYSTEMS, DELAYS, ECONOMIC LOSSES, LOST PROFITS, ANTICIPATED SAVINGS, LOSS OF BUSINESS, LOSS OF CONTRACTS, LOSS OF OR DAMAGE TO GOODWILL OR REPUTATION ARISING OUT OF PERFORMANCE, NON-PERFORMANCE OR BREACH OR ALLEGED BREACH OF THIS AGREEMENT OR THE USE OR INABILITY TO USE THE PRODUCTS, OR FOR ANY MATTER BEYOND PALANTIR'S REASONABLE CONTROL, EVEN IF PALANTIR HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

21.2 EXCEPT FOR PALANTIR'S OBLIGATIONS SET FORTH IN SECTION 18 OF THIS AGREEMENT, AND EXCEPT FOR DEATH OR PERSONAL INJURY RESULTING FROM PALANTIR'S NEGLIGENCE AND EXCEPT FOR ANY OTHER LIABILITY WHICH CANNOT BE LIMITED OR EXCLUDED BY APPLICABLE LAW, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, CUSTOMER AGREES THAT THE MAXIMUM AGGREGATE LIABILITY OF PALANTIR ON ANY CLAIM OF ANY KIND, WHETHER BASED ON MISREPRESENTATION (OTHER THAN FRAUDULENT MISREPRESENTATION), CONTRACT, STATUTORY DUTY, TORT (INCLUDING BUT NOT LIMITED TO, STRICT LIABILITY, PRODUCT LIABILITY OR NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE THEORY OR ARISING FROM OR IN RELATION TO THIS AGREEMENT OR ANY PRODUCTS OR SERVICES FURNISHED HEREUNDER SHALL NOT EXCEED THE GREATER OF THE FEES PAID TO PALANTIR BY CUSTOMER HEREUNDER AND £20,000 AND THAT SUCH REMEDY IS FAIR AND ADEQUATE.

22. Dispute Resolution. Any dispute arising from or relating to the subject matter of this Agreement that cannot be resolved by the Parties within a period of sixty (60) days after notice of a dispute has been given by one party hereunder to the other (the last day of such sixty (60) day period being herein referred to as the "**Arbitration Date**"), shall be finally settled by arbitration in London, England using the English language in accordance with the Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Services, Inc. ("**JAMS**") then in effect, by one or more commercial arbitrator(s) with substantial experience in resolving complex commercial contract disputes, who may or may not be selected from the appropriate list of JAMS arbitrators. If the parties cannot agree upon the number and identity of the arbitrators within

fifteen (15) days following the Arbitration Date, then a single arbitrator shall be selected on an expedited basis in accordance with the Arbitration Rules and Procedures of JAMS. Any arbitrator so selected shall have substantial experience in the software industry. The arbitrator(s) shall have the authority to grant specific performance and to allocate between the parties the costs of arbitration (including service fees, arbitrator fees and all other fees related to the arbitration) in such equitable manner as the arbitrator(s) may determine. The prevailing party in the arbitration shall be entitled to receive reimbursement of its reasonable expenses (including reasonable attorneys' fees, expert witness fees and all other expenses) incurred in connection therewith. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. 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 permanent injunction and damages shall only be awarded by the arbitrator(s). This Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of England and Wales. Subject to the agreement to arbitrate set forth above each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

23. Miscellaneous. Palantir warrants that in relation to this Agreement it has acted in compliance with all applicable anti-money laundering, anti-terrorist, and anti-corruption laws including the Bribery Act 2010 and it has policies, procedures, internal controls and systems in force that are reasonably designed to ensure such compliance. Neither this Agreement nor the licences granted hereunder may be assigned, transferred, mortgaged, charged, placed into trust, subcontracted, or sublicensed by Customer without the prior written consent of Palantir; any attempt to do so shall be void. Palantir may not assign this Agreement in whole or in part without the prior written consent of Customer. Any notice, report, approval or consent required or permitted hereunder shall be in writing and sent by first class mail, confirmed facsimile, or major commercial rapid delivery courier service to the address specified in the applicable Order. 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 rights under this Agreement are subject to its compliance with all applicable export control laws and regulations. This Agreement and any mutually executed Order, together with the underlying Framework Agreement and any confidentiality or non-disclosure agreement entered into by and between the parties, 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. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement. In the event of a conflict between this Agreement or an Order, the terms and conditions of this Agreement will prevail, except to the extent specifically noted in an Order signed by both parties that such Order terms shall supersede. 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. Nothing in this Agreement shall create or confer any rights or other benefits whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise in favour of any person other than the parties to this Agreement. Palantir will not be liable for any failure/delay in performing its obligations under this Agreement to the extent that this failure is the result of any cause or circumstance beyond the reasonable control of Palantir including acts of god, war or threat of war, terrorist attack, imposition of sanctions, disease, epidemic, embargo, civil commotion, industrial dispute or interruption or failure of any utility service and that failure could not have been prevented or overcome by Palantir acting reasonably and prudently.

24. Oracle Requirements. If Oracle software is being licenced to Customer by Palantir, the following terms and conditions are required by Oracle America, Inc. (“**Oracle**”) in order to distribute Oracle’s software products with the Products and are incorporated herein: (a) use of the Products is restricted to the internal business operations of Customer and Customer shall be responsible for its agents’ or contractors’ use of the Products and compliance with this Agreement; (b) to the extent permitted by law, Oracle shall not be liable for any damages, whether direct, indirect, incidental, special, punitive, or consequential, and any loss of profits, revenue, data or data use, arising from the use of Oracle’s software products; (c) Customer shall comply fully with all relevant export laws and regulations of the United States and other applicable export and import laws to assure that neither the Products, nor any direct product thereof, are exported, directly or indirectly, in violation of applicable laws; (d) the Oracle software products are subject to a restricted licence and may only be used in conjunction with the Products; (e) Palantir is permitted to audit Customer’s use of Oracle’s software products, and Customer shall provide reasonable assistance and access to information in the course of such audit and permit Palantir to report the audit results to Oracle or to assign Palantir’s right to audit Customer’s use of Oracle’s software products to Oracle. Oracle shall not be responsible for any of Palantir’s or Customer’s costs incurred in cooperating with the audit when Palantir assigns its right to audit Oracle’s software products to Oracle; (f) Oracle shall be a third party beneficiary with respect to Palantir’s rights and Customer’s obligations under this Agreement; (g) the Uniform Computer Information Transactions Act shall not apply to this Agreement; (h) some Oracle software products may

include source code that Oracle may provide as part of its standard shipment of such programs, which source code shall be governed by the terms of this Agreement; (i) third party technology that may be appropriate or necessary for use with some Oracle software products is specified in the Product documentation or as otherwise notified by Palantir and such third party technology is licenced to Customer only for use with the Products under the terms of the third party licence agreement specified in the Product documentation or as otherwise notified by Palantir and not under the terms of this Agreement.

[END OF TERMS AND CONDITIONS]