

PALANTIR TECHNOLOGIES INC.

TERMS AND CONDITIONS

BY DOWNLOADING, ACCESSING, VIEWING OR OTHERWISE USING ANY PORTION OF THE PRODUCTS, YOU CONFIRM THAT YOU HAVE READ THESE TERMS AND CONDITIONS (“AGREEMENT”), THAT YOU UNDERSTAND THE TERMS OF THE AGREEMENT, AND THAT YOU AND/OR THE ENTITY THAT YOU REPRESENT (COLLECTIVELY, “YOU” OR “YOUR”) ARE UNCONDITIONALLY CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT. IF YOU DO NOT UNCONDITIONALLY AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, SELECT “I DO NOT AGREE” WHERE SUCH OPTION IS MADE AVAILABLE AND DO NOT INSTALL, EXECUTE, DOWNLOAD, ACCESS, OR OTHERWISE USE ANY PORTION OF THE PRODUCTS. THIS AGREEMENT IS EFFECTIVE WHEN YOU DOWNLOAD, ACCESS, OR USE THE PRODUCTS (THE “EFFECTIVE DATE”). IF YOU WISH TO USE THE PRODUCTS AS AN EMPLOYEE, CONTRACTOR, OR AGENT OF A CORPORATION, PARTNERSHIP OR SIMILAR ENTITY, THEN YOU MUST BE AUTHORIZED TO SIGN FOR AND BIND THE ENTITY IN ORDER TO ACCEPT THE TERMS OF THIS AGREEMENT AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT AND AUTHORITY TO DO SO.

PALANTIR TECHNOLOGIES INC.’S (“PALANTIR”) ACCEPTANCE IS EXPRESSLY CONDITIONED UPON YOUR ASSENT TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, TO THE EXCLUSION OF ALL OTHER TERMS; IF THESE TERMS ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS.

IF YOU HAVE ENTERED INTO A SEPARATE AGREEMENT WITH PALANTIR TO ACCESS THE PRODUCTS AND RECEIVE THE SERVICES, THE TERMS OF SUCH AGREEMENT SHALL APPLY AND CONTROL TO THE EXCLUSION OF THIS AGREEMENT.

- Provision of Access and License. You have the nonexclusive, nontransferable and nonsublicensable right, subject to payment of applicable fees and compliance with the terms of this Agreement, to use the software application, extension, connector or service made available under this Agreement (“Products”) for your internal business purposes in accordance with the technical documentation for the applicable Products (“Documentation”) and any additional terms and conditions set forth by Palantir in this Agreement or as incorporated into this Agreement. You may use the Products solely in connection with the Palantir Foundry platform subject to the same terms and conditions for that Foundry platform offering (including with respect to Term) and payment of any Fees associated with the Products. Palantir may change, suspend, or discontinue the Products and Documentation at any time, temporarily or permanently. Palantir may also impose limits on or restrict Your access to the Products and Documentation without notice or liability. Palantir shall not be liable to You or to any third party for any modification, suspension or discontinuance of the Products and Documentation.
- Ownership. You acknowledge and agrees that, as between the Parties, Palantir retains all rights, title, and interest in and to the Products, Documentation, source code, .jar files, updates, and any other related documentation or materials provided by Palantir (including, without limitation, all patent, copyright, trademark, trade secret, and other intellectual or industrial property rights embodied in any of the foregoing).
- Restrictions. As a condition of your license or access, you will not (and will not allow any third party to): (a) decompile, disassemble, or otherwise reverse engineer the Product or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the Product by any means whatsoever; (b) distribute, sell, sublicense, rent, lease or use the Product (or any portion of the Product) for time sharing, hosting, service provider or like purposes, except as expressly permitted under this Agreement; (c) remove any product identification, proprietary, copyright trademark, service mark, or other notices contained in the Product; (d) modify any part of the Product, create a derivative work of any part of the Product, or incorporate the Product into or with other software, except to the extent expressly authorized in writing by Palantir (including in Documentation); (e) publicly disseminate performance information or analysis (including, without limitation, benchmarks) from any source relating to the Product; (f) 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 Product (or any portion thereof) or any Palantir technical data; or (f) use, evaluate, or view the Products for the purpose of designing, modifying, or otherwise creating any environment, software, models, or algorithms, products, program or infrastructure or any portion thereof, which performs functions similar to the functions performed by the Products. These restrictions 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 licenses from such communities and third parties that govern the use of those portions, and You hereby agree to be bound by and fully comply with all such licenses, and any access granted hereunder shall not alter any duties or obligations You may have under such open source licenses; however, the disclaimer of warranty and limitation of liability provisions in this Agreement will apply to all such software in this Product distribution.
- Third Party Data and Content. Palantir’s Products may connect to third party databases or content sources that Palantir does not own, control, or license. Any use of such third-party databases or content sources, and any exchange of data between you and the third-party provider, is solely between you and the applicable third-party provider. Palantir is not responsible for such third party data, content, or any disclosure, modification, or deletion of data or content resulting from access by such third party database or content source.
- Confidentiality. You shall keep strictly confidential all Confidential Information (as defined below) of Palantir and shall not use such Confidential Information except to exercise Your rights and perform Your obligations herein, and shall not disclose such Confidential Information to any third party other than disclosure on a need-to-know basis to Your own advisors, attorneys and/or accountants who are each subject to obligations of confidentiality at least as restrictive as those stated herein. Without limiting the foregoing, You shall use at least the same degree of care as You uses to prevent the disclosure of Your own confidential information of like importance, but in no event less than reasonable care. You shall promptly notify Palantir of any actual or suspected misuse or unauthorized 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) this Agreement and the terms herein, any other business, technical or engineering information or Palantir data provided or made available by Palantir to You, including, without limitation, any source code, improvements, derivative works, .jar files, and other related materials, or any third party software or infrastructure information, disclosed or made available

to You by or on behalf of Palantir and by the nature 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 date You accepted the terms of this Agreement. Notwithstanding the foregoing, Confidential Information shall not include any information that: (a) is or becomes part of the public domain through no act or omission of the Receiving Party or its employees, agents, advisors, attorneys, accountants, or other representatives; (b) 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; (c) 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 (d) the Receiving Party can document by written evidence that such information was independently developed without any use of or reference to Confidential Information. You are responsible and shall be liable for any breaches of this Section and any disclosure or misuse of any Confidential Information by Your employees or agents (or any other person or entity to which You are permitted to disclose Confidential Information pursuant to this Section). Your obligations with respect to Palantir's Confidential Information shall survive termination of this Agreement for a period of five (5) years; provided, that Your obligations hereunder shall survive and continue in perpetuity after termination with respect to any Confidential Information that is a trade secret under applicable law.

6. Your Warranty. You represent, warrant, and covenant to Palantir that You will not use the Products for any improper or illegal purposes, including but not limited to: (a) discrimination; (b) harassment; (c) compromising information and data security or confidentiality; (d) harmful or fraudulent activities; (e) violation of privacy or constitutional rights of individuals or organizations; or (f) violation of third-party contractual agreements or local, state, federal, or international laws, regulations, or ordinances. You, not Palantir, remains solely liable and responsible for all data that You store, integrate, or import in or using the Products, including any personal or personally identifiable information ("Content"). You further represent, warrant and covenants to Palantir that: (a) You will not transmit, store, integrate, import, display, distribute, use or otherwise make available any Content that is, or is obtained in a manner that is, unauthorized or illegal; (b) this Agreement imposes no obligations on Palantir with respect to Content, by contract or local, state, federal, or international law, regulation, or ordinance, unless expressly stated herein; and (c) that You have provided all necessary notifications and obtained all necessary consents, authorizations, approvals, and/or agreements as required by any applicable laws or policies to enable Palantir to process Content, including personal data, according to the scope, purpose, and instructions specified by You. You acknowledge that all Content You accesses and/or produces through use of the Products and the conclusions drawn therefrom are done at Your own risk and You will be solely liable and responsible for any damage or losses to any party resulting therefrom. You hereby grant Palantir the right to access the Content to the extent reasonably necessary to provide the Products and any services provided in connection therewith. You acknowledge that Palantir may remove any Content from the Products at its sole discretion and that Palantir may, but has no obligation to, monitor any of the Content.
7. Support. This Agreement does not entitle You to any support, maintenance, training, upgrades, patches, enhancements, or fixes (collectively, "Support") for the Products. Any Support for the Products that may be made available by Palantir, in its sole discretion, shall become part of the Products and subject to this Agreement.
8. Privacy Policy. Your use of the Product is subject to Palantir's privacy policy.
9. Palantir Warranty Disclaimer. THE PRODUCTS AND DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT ANY 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 PRODUCTS AND DOCUMENTATION, AND THE THIRD-PARTY SERVICE, 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 PRODUCTS OR DOCUMENTATION WILL MEET YOUR REQUIREMENTS OR THAT OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE. YOU ACKNOWLEDGES THAT PALANTIR DOES NOT CONTROL THE TRANSFER OF DATA, INFORMATION, OR CONTENT OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET OR A THIRD-PARTY SERVICE, 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. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT. ALL THE FOREGOING DISCLAIMERS ALSO APPLY IN FULL WITH RESPECT TO PALANTIR'S LICENSORS, SUPPLIERS, DISTRIBUTORS, CONTRACTORS AND AGENTS. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.
10. LIMITATIONS OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PALANTIR NOR ANY OF ITS AFFILIATES OR DISTRIBUTORS WILL BE LIABLE FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, UNAVAILABILITY OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS OR COSTS OF COVER), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF PALANTIR OR ANY OF ITS AFFILIATES OR DISTRIBUTORS WAS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. PALANTIR'S AND ITS AFFILIATES' AND DISTRIBUTORS' ENTIRE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE LESSER OF (A) THE AMOUNT YOU PAID FOR THE PRODUCT, OR (B) USD \$100.00. THE PARTIES AGREE THAT THE LIMITATIONS SPECIFIED IN THIS SECTION WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.
11. Indemnification. You agree that Palantir and its licensors, distributors, service providers, contractors and agents shall have no liability whatsoever for Your Content or any use You makes of the Products. You shall defend, indemnify, and hold harmless Palantir and its licensors, suppliers, distributors, contractors, and agents from any claims, damages, liabilities, costs, and fees (including reasonable attorneys' fees) arising from Your use of the Products or Documentation, Your Content, or from Your failure to comply with any term of this Agreement.
12. Termination. This Agreement shall commence on the date You accepts the terms of this Agreement and shall continue until terminated as set forth in this Section 10 or as expressly set forth in this Agreement (the "Term"). You may terminate this Agreement at any time. Palantir may terminate this Agreement at any time. Your rights under this Agreement will terminate automatically without notice from Palantir if You fail

to comply with any term(s) of this Agreement. Upon termination, the Agreement and any rights granted to You hereunder shall immediately terminate and You shall immediately discontinue all use of the Products and Documentation and promptly return to Palantir or destroy any Products or Documentation, including all portions thereof, and all other Confidential Information. If requested, You must certify to Palantir in writing that You have complied with these requirements. Termination or expiration of this Agreement shall not limit or affect Palantir's rights or Your obligations that accrued prior to the effective date of termination or expiration (including without limitation, payment obligations). Sections 3, 5 (but only for the period of time specified therein), 8, 9, 10, 11, 12, 14 and 15 shall survive any termination or expiration of this Agreement. Termination is not an exclusive remedy and all other remedies will remain available.

13. Government Users. The Products are "commercial items" as defined at 48 C.F.R. 2.101, consisting of "commercial computer software, commercial computer software documentation and commercial services." If You or any user of the Products is an agency, department, contractor or other entity of the United States Government, then You acknowledge and agree that: (a) use, duplication, reproduction, release, modification, disclosure, or transfer of the Products and any related documentation of any kind, including, without limitation, technical data and manuals, will be restricted in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes; (b) the Products were developed fully at private expense; and (c) all other use of the Products, except in accordance with the grant of access provided above, is strictly prohibited. No rights other than those expressly provided in this Agreement are conferred.
14. 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 has been given shall be finally settled by arbitration. This Agreement shall be deemed to have been made in and shall be construed pursuant to the laws of the State of New York and the United States, without regard to conflicts of law provisions thereof, and without regard to the United Nations Convention on contracts for the International Sale of Goods. For all purposes of this Agreement, but subject to the agreement to arbitrate set forth above, the Parties consent to exclusive jurisdiction and venue in the United States Federal Courts located in New York, New York.
15. Miscellaneous. Neither this Agreement nor the access granted hereunder may be assigned, transferred, or subcontracted by You; any attempt to do so shall be void. Palantir may assign this Agreement in whole or in part. 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. Unless otherwise specified by Palantir, the Software and Services are subject to U.S. trade controls and sanctions laws and regulations, including but not limited to the U.S. Export Administration Regulations and the sanctions laws and regulations administered by the U.S. Office of Foreign Assets Control ("OFAC"), as well as the trade controls and sanctions of any other jurisdictions in which You operate (collectively "**Trade Controls**"), and may only be exported, reexported, or transferred in accordance with applicable requirements. It is Your responsibility to (i) provide Palantir with the necessary information for Palantir to comply with Trade Controls; (ii) ensure all end-uses and end-users relating to Your reexports and retransfers of the Software and Services comply with Trade Controls; and (iii) refrain from taking any action that causes Palantir to violate Trade Controls. You represent that you are not subject to restrictions under any U.S. government restricted end user list, including but not limited to the U.S. BIS Entity List, U.S. BIS Denied Persons List, or the OFAC List of Specially Designated Nationals, and is not 50% or more, directly or indirectly, owned or controlled by any individuals or entities identified on such lists. You will immediately notify Palantir if You become subject to any such restrictions. 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. Palantir may require the use of certain third-party services to host or provide the Products, in whole or in part, (such third-party services "Third-Party Services"). Palantir is not responsible and liable for the Third-Party Services (including without limitation, uptime guarantees, outages or failures. You agree that the Third Party Services may be hosted in or transmit Content to the United States or such another location as determined by Palantir in its sole discretion. Palantir may collect analytics, statistics, or other data related to Your use of the Products. Palantir reserves the right, in its sole discretion, to amend this Agreement at any time without notice to You, except that if Palantir makes material changes to these Terms, Palantir will provide or make available the amended Agreement and their effective date and/or provide notice by some other means. You shall be responsible for reviewing and becoming familiar with any such amended Agreement. Use of the Products and Documentation following the effective date of such amended Agreement constitutes Your acceptance of this Agreement as amended.