

PALANTIR ORDER FORM

ORDER #1

EFFECTIVE DATE: March 8, 2022

| PARTIES | |
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| The Department of Levelling Up, Housing & Communities (DLUHC) (" Customer ") 2 Marsham Street London, SW1P 4DF United Kingdom | Palantir Technologies UK, Ltd. (" Palantir ") New Penderel House, 4 th Floor 283 – 288 High Holborn London, WC1V 7HP United Kingdom |
| BY: _____ NAME: _____ TITLE: Deputy Director - Commercial DATE: March 9, 2022 | BY: _____ NAME: _____ TITLE: Director DATE: March 8, 2022 |

| FEES | | |
|-------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|-------|
| PRODUCT ORDER DESCRIPTION | NOTES | FEES |
| Palantir Platform – Foundry Cloud Subscription (including Support Services and Updates) for the Order Term. | Initial term of six (6) months, inclusive of up to a maximum of _____ of Foundry Usage (the " Bundled Usage ") (see Appendix A) | _____ |
| Palantir Services – Up to a maximum of eight (8) quarters of Implementation Services | To be delivered during the first six (6) months. | _____ |
| | TOTAL IN GBP (excluding applicable sales tax/VAT) | _____ |

| ORDER INFORMATION | |
|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ORDER TERM | The term of this Order Form (the " Order Term ") will begin on the Effective Date and continue for six (6) months. The Order Term may be extended by written agreement of the Parties. Either Party may terminate this Order Form for convenience effective upon one (1) month's written notice. |
| BILLING DETAILS | No fees shall be payable for the proposed scope of Product and Services. Should the Customer require additional services and/or expansion of the scope of the licence, this can be requested at Palantir's standard commercial rates, as outlined in Appendix A. |
| BILLING CONTACT | _____ |
| SHIP TO (PRIMARY LOCATION OF USE – IF DIFFERENT FROM CUSTOMER ADDRESS ABOVE) | London, United Kingdom |
| ACCESS SCOPE AND DETAILS | Customer and its Authorized Users may access and use the Product and Services hereunder solely for the purposes of supporting the construction of a data foundation of the demand for infrastructure and services in the UK stemming from the ongoing conflict in Ukraine, such as accommodation or transport offered by NGOs, citizens or Government, plus a series of workflows to allow |

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| | <p>users to match those requests and offers, and to monitor the progress of that matching (the "Authorised Scope").</p> <p>The Parties agree that the Customer may sublicense Palantir's Product and Services under this Agreement to the Home Office ("Approved Sublicensor").</p> <p>Should Customer wish to sublicense to additional Parties, this is subject to written agreement between the Parties, approval to be provided at Palantir's sole discretion. The Parties agree that all Approved Sublicensor's will be subject to the terms of this Agreement as if they were the Customer and Customer shall remain responsible and liable for all actions of the Approved Sublicensor.</p> |
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TERMS

1. This Order #1 is effective as of the Effective Date above and is issued pursuant to the attached Palantir Terms and Conditions of Access at Appendix B and/or exhibits (collectively with any Order Forms, the "**Agreement**"). Any capitalised terms used in this Order Form but not defined herein shall have the meaning given to them in the Agreement. The Parties shall comply with the Data Protection Addendum attached to this Order Form at Appendix C which shall be incorporated into and form part of this Agreement. In the event of a conflict between this Order Form, the Addendum and the Palantir Terms and Conditions of Access, the order of precedence shall be the Addendum, this Order Form and then the Palantir Terms and Conditions of Access.

2. The Customer and Palantir agree and acknowledge that:
 - a) Access to the Products and Services other than as set out herein or by any third party is permitted only with the prior written agreement of Palantir.
 - b) The Customer will comply with applicable laws in its use of the Products and Services and will not breach any rights of third parties in relation to such use.
 - c) The Customer will notify users of the Products and Services of the restrictions on its use set out in these terms.
 - d) Palantir must assess their systems against the [NCSC Cloud Security Principles](#) at their own cost and expense to demonstrate that the people, process, technical and physical controls have been delivered in an effective way. Palantir must document that assessment and make that documentation available to the Customer on request.

3. Upon reasonable notice, Customer will permit Palantir or its representative to audit Customer's compliance with its obligations under the Agreement. Any such audit will be conducted during normal business hours and in a manner designed to cause minimal impact on Customer's ordinary business activities. Customer will promptly remediate any non-compliance issues identified.

4. The Parties agree that except for any breaches or claims ("**Defaults**") relating to Intellectual Property and/or Confidentiality, the annual total liability of either Party will be as follows:
 - a) for all property Defaults will not exceed [REDACTED]
 - b) for Content Defaults will not exceed [REDACTED]
 - c) for all other Defaults will not exceed the greater of [REDACTED]

APPENDIX A: FEES

Subject to the terms and conditions of Order Form #1 and the Palantir Terms and Conditions of Access and any data protection and/or security terms, and/or exhibits and addenda dated March 8, 2022 (“**Agreement**”), this Appendix A details the fees to be paid by Customer for access to the Foundry Platform. All specified fees are in GBP and exclusive of tax. Unless otherwise specified in this Appendix A, the capitalised terms used in this Appendix A shall have the meaning set forth in the Order Form and Agreement.

1. Foundry Base Licence

Foundry is licenced pursuant to a standardised model, with a Foundry Base Licence entitling the Customer to single instance of Palantir Foundry for use by a single organisation hosted within the Foundry UK Region. The Foundry Base Licence has a minimum cost of [REDACTED] (excl. VAT) per annum, inclusive of a commensurate value of bundled usage and subject to Palantir’s standard support terms.

Dependent on the complexity of desired workflows the Foundry Base Licence can be increased in size to accommodate higher minimum commitments. Volume discounting is applied for significant expansions in usage commitments.

2. Foundry Usage fees

During each quarterly period, Customer usage activities will accrue Foundry Usage fees, calculated at the rates below:

| Usage Type | Usage Rate | Usage Unit |
|--------------------------------------|------------|----------------|
| Palantir Foundry Compute | [REDACTED] | Compute Hour |
| Palantir Foundry Interactive Compute | [REDACTED] | Compute Hour |
| Palantir Foundry Storage | [REDACTED] | Gigabyte Month |
| Palantir Foundry Indexed Storage | [REDACTED] | Gigabyte Month |

These Foundry Usage fees are drawn down against the Bundled Usage, which may only be utilised during the initial six (6) month term and cannot be rolled over into subsequent terms. Once the Bundled Usage is exhausted any additional incurred Foundry Usage fees shall be invoiced quarterly in arrears.

Discount Bundles: For additional Foundry Usage bundles purchased ahead of time, volume discounting is available. Foundry Usage bundles expire after twelve (12) months and any unused balance does not roll-over. Bundle prices can be provided on request.

Palantir may only increase the Foundry Usage fees upon thirty (30) days’ advance written notice to Customer.

3. Service Fees

Palantir provides Implementation, Engineering and Configuration services on the basis of Implementation Quarters. Each Implementation Quarter is equivalent to one (1) full time resource working for three (3) months and is priced at a standard rate of [REDACTED] (excl. VAT).