

Extension to GCloud 11 Call-Off Contract effective 12 December 2020

(Extension 1)

between

Palantir Technologies UK, Ltd. (**Supplier**)

and

National Health Service Commissioning Board and National Health Service Trust
Development Authority, trading as NHS England and NHS Improvement (**Buyer**)

(each a **Party** and together **Parties**)

1. Extension

- A. This is an extension to the Agreement as described below (**Extension**) dated the date of signature by the last party signing below (**Effective Date**).
- B. The Parties agree that they have read this Extension and by signing below agree to be bound by its terms.
- C. In cases of any ambiguity or conflict with the terms and conditions of the Agreement, this Extension shall prevail.

2. Background

- A. The Supplier and the Buyer entered into a G-Cloud 11 Call-Off Contract effective 12 December 2020 (**Agreement**). The Supplier provides Services and certain Additional Services to the Buyer under the Agreement.
- B. The Agreement expires on 11 December 2022.
- C. The Buyer has commenced market engagement activity with a view to re-procuring services similar to the Services (**New Services**), reflecting its requirements for such services after 11 December 2022. Those requirements are key to supporting the NHS response to the Covid-19 pandemic and post-pandemic recovery, preparedness for future pandemics and the recovery of NHS services affected by the pandemic. In order to provide for continuation of Service provision, to support the transition to New Services and to ensure that the requirements described above continue to be met, the Buyer has requested and the Supplier has agreed the extension of the Agreement and the provision of further Services on the terms set out in this Extension.
- D. The Buyer considers that the provision of such further Services by the Supplier is necessary for technical reasons, as the Supplier is the only provider of the software platform underpinning Service provision; the further Services are required to provide continued Service provision and support the transition to New Services and are therefore required to be similar to current Services, and significant inconvenience and cost would be caused to the Buyer if a transition to a provider of such further Services in advance of the transition to a New Service provider was undertaken.

3. General

- A. Terms defined in the Agreement shall have the same meaning when used in this Extension, unless defined herein.
- B. The rules of interpretation of the Agreement shall apply to this Extension as if set out herein save that references in the Agreement to "this Call-Off Contract" shall be construed as references to this Extension.

4. Extension of the term of the Call-Off Contract

- A. The Agreement's End Date is extended to 11 September 2023.

5. Further Services

- A. The Supplier shall provide Services as set out in this Extension on and from the Effective Date as set out in this clause 3.
- B. The Supplier shall provide to the Buyer the following further Services:

Quantity	Code	Part Number	Product Description	Price (excl. VAT)	Payment profile
	65	CAP-USE	Foundry usage worth		In advance
	89	IMPL-REP	Implementation and Engineering Services. Per Person, Per Quarter.		In advance
	10	SOL-LIC-2	Solution-Based-Licence (for six-month period)		In advance

- C. These Services will be delivered by the number of engineers agreed from time to time by the Parties, in the period between 12 December 2022 and 11 June 2023. The Supplier may use sub-contractors to deliver these Services. Further charges may be payable by agreement, depending on the rate at which Charges are incurred up to June 2023, in respect of Service provision to 11 September 2023.
- D. Paragraphs 3G, 3H, 3I, 3K, 3L and 3M of Additional Service Order (Statement of Work no. 10) of 17 November 2021 under the Agreement (SoW10) apply to these Services as if repeated below.
- E. The amendment made by paragraph 3J of SoW10 to the Agreement applies to these Services.
- F. Service provision includes Supplier's provision of the deliverables set out in the Annex.

6. Law and jurisdiction

Any disputes or matters (including non-contractual) under this Extension will be governed by and construed under the Laws of England and without prejudice to the dispute resolution process. Each Party agrees to submit to the exclusive jurisdiction of the courts of England and for all disputes to be conducted within England.

SIGNED BY the parties to indicate their agreement to the terms set out above

Signed for and on behalf of the Supplier:

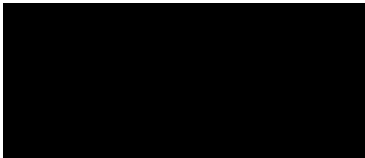


Full Name: 

Job Title/Role: Director

Date Signed: August 22, 2022

Signed for and on behalf of the Buyer:



Full Name: 

Job Title/Role: Director of Capital

Date Signed: 25/08/2022

Annex

Deliverable	Description
[REDACTED]	[REDACTED]
[REDACTED]	<div>[REDACTED]</div> <ul style="list-style-type: none">• [REDACTED]• [REDACTED]• [REDACTED]• [REDACTED]• [REDACTED]• [REDACTED]• [REDACTED]
[REDACTED]	<div>[REDACTED]</div> <div>[REDACTED]</div>