

VARIATION FORM

Call Off Order Form being varied: CCSO20A80 Provision of a Foundry Data Connector – Technical Feasibility Evaluation (TFE) dated 31st August 2020 (the “**Agreement**”)

Variation Form No: **007**

BETWEEN:

Cabinet Office (the "Buyer")

and

Palantir Technologies UK, Ltd. (the "Supplier"),

each a “Party” and together “Parties”.

The Parties acknowledge and agree that effective 1 October 2023 (“Effective Date”), the Agreement is amended as follows to enable the Customer to continue to receive, and the Supplier to provide, the Services (as amended by this Variation):

Term

1. Notwithstanding anything else to the contrary, the Buyer wishes to extend the Term until 31st August 2024 and the Expiry Date shall therefore be amended to 31st August 2024.

Standby Services and Charges

2. Committed services: Notwithstanding Variation 005 and Variation 006, the Supplier shall only deliver the following Services to the Buyer:

Service	Period of coverage	Charge
1 x BFS Standby Licence (monthly subscription). Read-only access, with data pipelines turned off and no usage included.	1 October 2023 – 31 October 2023	REDACTED TEXT under FOIA Section 43 Commercial Interests.
	Total (exclusive of VAT)	REDACTED TEXT under FOIA Section 43 Commercial Interests.

3. Longer licence option: Within the first two weeks from the Effective Date, the Buyer has the option to convert its BFS Standby Licence set out at paragraph 2 above (“Committed Licence”) into an 11-month licence by providing written notice to the Supplier. If this option is exercised, then the charges paid for the Committed Licence will be offset against the charges for the 11-month licence as set out below.

Service	Period of coverage	Charge
1 x BFS Standby Licence (11-month subscription). Read-only access, with data pipelines turned off and no usage included.	1 October 2023 – 31 August 2024	REDACTED TEXT under FOIA Section 43 Commercial Interests.
	Total (exclusive of VAT)	REDACTED TEXT under FOIA Section 43 Commercial Interests.

4. Monthly subscription: If the Buyer does not exercise the option set out at paragraph 3 above, then the Committed Licence will automatically transition into a monthly subscription at the end of its period of coverage with additional options for the Buyer to switch to longer commitment licence at a discount by providing two weeks’ written notice to the Supplier in advance of the then applicable period of coverage expiring.

Service	monthly subscription	3 month subscription (10% discount)	6 month subscription (15% discount)	
1 x BFS Standby Licence Charge (exclusive of VAT). Read-only access, with data pipelines turned off and no usage included. Payable immediately	REDACTED TEXT under FOIA Section 43 Commercial Interests.	REDACTED TEXT under FOIA Section 43 Commercial Interests.	REDACTED TEXT under FOIA Section 43 Commercial Interests.	

Add-On Services and Charges

5. If the Buyer requires further functionality in excess of what is provided by the BFS Standby Licence, it can purchase the following add-ons:

Service	monthly subscription	3 month subscription (10% discount)
<p>1 x BFS Testing Licence Charge (exclusive of VAT).</p> <p>Full functionality for purposes of testing, using test data only.</p> <p>The Testing Licence Charge includes £150,000 usage per month. Usage above £150,000 is additionally chargeable at standard usage rates (see below).</p> <p>BFS Testing Licence charge is in addition to BFS Standby Licence charge.</p> <p>Payable immediately.</p>	<p>REDACTED TEXT under FOIA Section 43 Commercial Interests.</p>	<p>REDACTED TEXT under FOIA Section 43 Commercial Interests.</p>
<p>1 x BFS Production Licence Charge (exclusive of VAT).</p> <p>Replaces the BFS Standby Licence charge for that month.</p> <p>Any Testing Licence Charge still applicable/chargeable.</p> <p>REDACTED TEXT under FOIA Section 43 Commercial Interests.</p> <p>Payable immediately.</p>	<p>REDACTED TEXT under FOIA Section 43 Commercial Interests.</p>	<p>REDACTED TEXT under FOIA Section 43 Commercial Interests.</p>

6. The Buyer needs to provide the Supplier with written notice prior to converting the BFS Standby Licence to any other licence type or using any of the add-ons set out at paragraph 5 above. The Supplier reserves the right to charge the Buyer the relevant charges if such notice was not provided but there is evidence that the Buyer has used services in excess of the BFS Standby Licence.
7. Usage in excess of the included amount will be payable quarterly in arrears in accordance with the 'Palantir Software and Support Pricing Document for the GCloud 13 Framework'.

8. If the Buyer requires implementation quarters, these will be payable quarterly in arrears at **REDACTED TEXT under FOIA Section 43 Commercial Interests..**

Miscellaneous

9. The combination of options which are utilised under this contract shall not exceed the total contract value of £26,185,733.
10. Words and expressions in this Variation shall have the meanings given to them in the Agreement.
11. All other terms and conditions of the Agreement shall remain effective and unaltered.

Signed by an authorised signatory to sign for and on behalf of the Buyer

Signature **REDACTED TEXT under FOIA Section 40, Personal Information**

Date 29 September 2023

Name (in Capitals) **REDACTED TEXT under FOIA Section 40, Personal Information**

Address CABINET OFFICE
100 Parliament Street
Westminster,
London,
SW1A 2HQ

Signed by an authorised signatory for and on behalf of the Supplier

Signature **REDACTED TEXT under FOIA Section 40, Personal Information**

Date 29 September 2023

Name (in Capitals) **REDACTED TEXT under FOIA Section 40, Personal Information**

Address Palantir Technologies UK, Ltd.
New Penderel House
4th Floor
283-288 Holborn
London WC1V 7HP