

GENERAL TERMS AND CONDITIONS

If a separate agreement is signed between the Company and the Customer in relation to the provision of Products and Services that agreement shall apply instead of these Terms.

1. DEFINITIONS AND INTERPRETATION

- 1.1. **"Acceptance"** means the date of execution of an Addendum by the parties or, if no Addendum is executed by the parties, the acceptance by Company of the Customer's Order.
- 1.2. **"Addendum"** means an addendum to these Terms which is executed by the Customer and Company and details the Deliverables and Services being purchased by the Customer and provided by Company.
- 1.3. **"Affiliate"** means an entity that controls, is controlled by or shares common control with Company or Customer, with more than 50% ownership interest. **"Control"** means the power to direct or cause the direction of the management and policies of an entity whether by contract, ownership of shares, membership on the board of directors, agreement or otherwise.
- 1.4. **"Call-Offs"** are days of Services that the Customer orders up front and can then "call-off" for the provision of certain Services by Company in accordance with the Price List (or as agreed by Company) over a period of twelve (12) months from the date of the Order (**"Call-Off Period"**).
- 1.5. **"Company"** means Palantir Ventures Limited, company number 06705423 whose registered address is 20 - 22 Wenlock Road, London, England, N1 7GU.
- 1.6. **"Confidential Information"** is confidential or proprietary information of the Company, Customer or Third Party Company including without limitation ideas, concepts, know-how, intellectual property, plans, customer details and other technical, financial or commercial information, and all notes, records and copies of such information, (whether disclosed before, on or after the date of Acceptance and whether in oral, documentary or whatever form or on whatever media or by way of models or by demonstrations) which is disclosed by or on behalf of one party to the other pursuant to these Terms.
- 1.7. **"Customer"** is the customer named in the Addendum or Order (as applicable).
- 1.8. **"Customer Data"** is all data, information and documentation belonging to the Customer or its licensors to which Company is granted access for the purposes of these Terms.
- 1.9. **"Data Protection Legislation"** means (i) the European Data Protection Directive 95/46/EC; (ii) the European Privacy & Electronic Communications Directive 2002/58/EC; (iii) any amendments and replacement legislation to such Directives including the EU General Data Protection Regulation 2016/679; (iv) any legislation, regulation and/or implementing requirements made pursuant to (i), (ii) or (iii); and (v) any legislation or regulation which amends, replaces, re-enacts or consolidates any of (i), (ii), (iii) or (iv).
- 1.10. **"Deliverables"** are (a) the Products; and (b) those items provided or prepared by or on behalf of Company as a part the Services; as specified in the Addendum or the Order.
- 1.11. **"Delivery"** means completion of the Services or delivery of the Deliverables (as applicable) by Company, or reasonable efforts to do the same. For the avoidance of doubt, if the Customer unreasonably delays Company in such Delivery for a period of seven (7) days or more, the Services and Deliverables (as applicable) shall be deemed delivered.
- 1.12. **"End-User"** means the end-user of Deliverables and/or Services procured by the Customer from Company in accordance with these Terms.
- 1.13. **"Expenses"** means expenses properly incurred by Company in performance of the Services.
- 1.14. **"Fees"** are the fees payable by the Customer for the Deliverables and/or Services, including the daily rates for any such Services (**"Daily Rates"**) chargeable for each day or part day, with a day being seven and a half (7 ½) man hours including preparation and travel time, as set out in the Addendum or Order (as applicable), or as otherwise agreed in writing by the parties, all of which may be reviewed by Company from time to time.
- 1.15. **"Intellectual Property Rights"** are all existing and future rights in: the Deliverables, Services, inventions, patents, copyrights, design rights, semiconductor topography and chip design rights, trademarks and trade names, logos, databases rights, domain names, service marks, trade secrets, know-how and other intellectual property rights (whether registered or unregistered) and all applications and registrations for any extensions and renewals of such rights or any of them, anywhere in the world.
- 1.16. **"Location"** is the location/s to or at which the Deliverables and Services are to be provided as detailed in the Addendum or Order, or as otherwise agreed in writing by Company and the Customer.
- 1.17. **"Materials"** are all specifications, documents, information, Customer Data, logos, trademarks, advertising materials, promotional items and any other data and materials provided by the Customer to Company pursuant to these Terms.
- 1.18. **"Other Terms"** means any other third party terms which apply to the licensing of any third party Products and Services, and which are provided pursuant to an Addendum or Order. For the avoidance of doubt, Other Terms shall not apply to Third Party Company Products and Services unless otherwise stated in an Addendum.
- 1.19. **"Order"** is the Customer's order as accepted by Company incorporating the relevant elements of the corresponding Company quotation/proposal (if any).
- 1.20. **"Price List"** is the most current published Company price list for Products and Services.
- 1.21. **"Products"** are standard products which are proprietary to the Company, a Third Party Company or any other third party, which are provided pursuant to an Addendum or Order.
- 1.22. **"Services"** are the Product-related services and any other services agreed between the parties which provided or procured by the Company pursuant to an Addendum or Order.
- 1.23. **"Subsidiary"** means any corporation of which more than fifty percent (50%) of the voting stock is directly owned or controlled by the Customer, and "Subsidiaries" shall be

construed accordingly.

- 1.24. “**Terms**” are these General Terms and Conditions and the Addendum or Order (as applicable).
- 1.25. “**Third Party Company**” is a company for whom the Company is an authorised distributor of its Products and Services.
- 1.26. If any provision of these Terms shall be found by any court or administrative body of competent jurisdiction to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the other provisions of these Terms, which shall remain in full force and effect.
- 1.27. The headings used in these Terms are for ease of reference only and shall have no bearing on the legal construction or enforceability of the Terms.
- 1.28. References to any statute or statutory provision include a reference to that statute or statutory provision as from time to time amended, extended or re-enacted.

2. IF PRODUCTS ARE PROVIDED:

- 2.1. Subject to clause 2.2, the Products detailed in the Addendum or Order (as applicable) are provided to the Customer subject to these Terms.
- 2.2. Where detailed in the relevant Addendum or Order, any third party Products and Services provided by Company are subject to Other Terms.
- 2.3. The Customer acknowledges and agrees to the terms under which the Products are supplied. If the Customer is not willing to agree to the relevant terms it must not use the Products, and it shall return the Products unused to Company as soon as reasonably practicable. The Customer is deemed to have accepted the relevant licence terms if the applicable Products have been used or copied by the Customer.

3. IF SERVICES ARE PROVIDED:

- 3.1. Company shall provide the Services at the Location using the reasonable skill and care expected of a competent provider of the Services.
- 3.2. Any days stated for Services are only an estimate of the days required to carry out such Services. Where the Services are achieved using less than the estimated days, and assuming that no further use is identified by the Customer for any unused days, such days will, in this instance, be cancelled without penalty. If further days are required above the number of days estimated, these will be agreed with the Customer and charged at the then appropriate Daily Rates.
- 3.3. Notwithstanding clause 3.2, Call-Offs not used by the Customer during the Call-Off Period shall be lost.

4. CUSTOMER OBLIGATIONS

- 4.1. The Customer will:
 - 4.1.1. provide Company with all Materials, cooperation, consents and licenses reasonably necessary for Company to supply the Deliverables and perform the Services;
 - 4.1.2. provide Company with access to authorised and competent personnel computer systems and software and premises within normal business hours to enable Company to supply the Deliverables and perform the Services and, where the Location is Customer owned or controlled premises, ensure that the Location complies with all health and safety laws and regulations;

- 4.1.3. use the Deliverables and Services in accordance with these Terms, all applicable laws and regulations and any reasonable instructions given by Company to the Customer from time to time;
 - 4.1.4. ensure the adequacy, integrity, security, virus checking and accuracy of the Customer Data and its computer systems and operate all necessary back-up procedures to ensure the same are maintained in the event of loss for any reason;
 - 4.1.5. not solicit for employment or hire any person introduced by Company during the continuance of these Terms and for a period of six (6) months following their expiry or termination, except with the written permission of Company; and
 - 4.1.6. not use or permit the use of or any of the rights and licences granted herein in a manner which in the reasonable opinion of Company is or might be prejudicial or defamatory to the image and/or reputation of Company.
- 4.2. If the Customer is to procure the Products and/or Services for the benefit of an End-User it warrants and represents to the Company that it has full authority to do so and has obtained all required consents from the End User in relation to the obligations contained in these Terms, and it shall ensure that such End-User is bound by these Terms and complies with all obligations (save for the obligation to pay) of these Terms.

5. DELIVERY/TITLE/RISK

- 5.1. Company shall deliver or procure the delivery of the Deliverables and Services to the Location in a timely manner.
- 5.2. Company reserves the right to deliver the Deliverables and Services earlier than any estimated delivery date and in instalments.
- 5.3. Any Deliverable and Services delivery dates are estimates only and Company shall not be liable for any loss, cost, expenses or damages suffered by the Customer or any other person or company howsoever arising whether directly or indirectly from the failure of Company to comply with a particular date.
- 5.4. Where title in any Deliverables is expressly agreed in writing to pass to the Customer, it shall only do so upon full and final payment of all sums due under these Terms and subject always to the Customer complying with these Terms.
- 5.5. Risk shall pass to the Customer on physical delivery of the Deliverables to the Customer.

6. TERM AND TERMINATION

- 6.1. These Terms shall terminate when the obligations of both parties have been performed under these Terms.
- 6.2. Either party may terminate these Terms with immediate effect if any of the following occur in respect of the other party:
 - 6.2.1. it enters into any compromise or arrangement with its creditors;
 - 6.2.2. an order is made or an effective resolution is passed for its winding up (except for the purposes of amalgamation or reconstruction as a solvent company);
 - 6.2.3. a receiver, manager, or administrator is appointed in respect of the whole or any part of its undertaking or assets;
 - 6.2.4. any similar or analogous event to those described in clauses 6.2.1-6.2.3 affects that party in the jurisdiction

in which it is domiciled or incorporated.

- 6.3. If either party is in material breach of these Terms, then the other may terminate these Terms on written notice with immediate effect, provided that if the breach is capable of remedy, the breaching party has not remedied that breach within thirty (30) days of the other party giving it notice to do so.
- 6.4. Company may suspend or terminate these Terms with immediate effect if the Customer fails to pay any amount due to Company within thirty (30) days of being informed in writing by Company that the amount is overdue.
- 6.5. Without prejudice to Company's other remedies, the Customer will pay all Fees accrued up to and including the effective date of termination.
- 6.6. Upon termination of these Terms for any reason the licences granted under these Terms shall immediately cease and each party undertakes to the other to promptly return all materials of the other party in its possession in relation thereto (including any Deliverables).

7. FEES

- 7.1. All Fees are quoted at current rates and are exclusive of VAT (which, where applicable, shall be paid by the Customer together with other applicable sales tax, use tax, customs, duties or tariffs in the manner prescribed by law from time to time).
- 7.2. Subject to clause 7.4, the Customer shall pay all Fees and Expenses due within thirty (30) days of the date of receipt of a correct invoice or immediately upon Delivery, whichever is the sooner.
- 7.3. Unless otherwise detailed in the relevant Addendum, invoices will be raised by Company upon signature of the relevant Addendum (if applicable) or upon receipt of written or electronic confirmation of the Deliverables and Services being ordered, whichever is the sooner.
- 7.4. New business customers will be subject to a credit check. If the credit check is satisfactory, clause 7.2 shall apply. Otherwise, the Customer must pay any Fees and Expenses before provision of any Deliverables and Services.
- 7.5. If the Customer fails to pay Fees or Expenses by the due date, Company shall be entitled to charge interest on the overdue amount. Any such interest shall be paid by the Customer to Company on demand, from the due date up to the date of actual payment, after as well as before judgement, at the rates and in the manner detailed in the Late Payment of Commercial Debts Regulations 2013.
- 7.6. The Customer may cancel the Deliverables and Services by giving no less than four (4) weeks' notice, provided that the corresponding Fee shall be non-refundable if:
 - 7.6.1. the corresponding Addendum indicates that such Fee is non-refundable; or
 - 7.6.2. the Deliverables or Services have already been procured by Company from a third party (including but not limited to any Third Party Company Product or Service); or
 - 7.6.3. performance of the Services has already commenced; or
 - 7.6.4. the Customer has ordered multiple Deliverables and such cancellation takes place after the commencement of the first Deliverable.

8. LIMITATION OF LIABILITY

- 8.1. The warranties provided by Company are as expressly set out in these Terms and Company excludes all other

warranties and conditions (whether implied by statute, common law or otherwise and including any warranty as to fitness for purpose and satisfactory quality) to the extent permitted by law. In particular Company makes no warranty, condition or representation as to the accuracy, completeness, reliability, quality or suitability of any advice provided to the Customer pursuant to these Terms.

- 8.2. Company shall have no liability to the Customer in contract, tort (including negligence) or otherwise arising out of or in connection with these Terms for any:
 - 8.2.1. loss of goodwill, profits, revenue, business, contracts or anticipated savings;
 - 8.2.2. special, indirect or consequential loss or damage (not falling within clause 8.2.1); and
 - 8.2.3. loss of data, including without limitation Customer Data.
- 8.3. Subject to clauses 8.2 and 8.4, Company's liability to the Customer in respect of all claims under an Order or Addendum that arise from a single event or a series of connected events arising from the same circumstances will be limited to an aggregate sum equal to one hundred and ten percent (110%) of the Fees paid by the Customer pursuant to such Order or Addendum.
- 8.4. Nothing in these Terms will apply so as to restrict either party's liability for death or personal injury resulting from the negligence of that party, or for fraud, or for any other liability which cannot be excluded or limited by law.
- 8.5. Where Other Terms are included in the relevant Addendum, the Customer acknowledges and agrees that any claims in respect of the third party Products and Services to which such Other Terms relate (which may include Third Party Company Products and Services) shall be against the relevant third party under the Other Terms and not against Company.
- 8.6. Company shall not be required to carry out its obligations if at any time it is prevented or delayed from doing so by the Customer's breach of these Terms, or the acts or omissions of the Customer or Customer's employees, agents or subcontractors. The Customer shall reimburse Company for any additional costs it incurs due to such breach, acts or omissions.
- 8.7. Where Company offers Deliverables or Services at no charge, including but not limited to free downloads on its website, such Deliverable or Service is provided "as is" without any obligation as to timing of delivery, warranty, indemnity or maintenance, and shall be subject to the Customer's compliance with these Terms, including any licensing provisions, and any other additional conditions accompanying such Deliverable or Service.

9. CONFIDENTIALITY

- 9.1. The recipient of any Confidential Information will:
 - 9.1.1. keep Confidential Information in strict confidence and use a reasonable standard of care in protecting it, which shall be no less than the standard of care it uses to protect its own confidential information;
 - 9.1.2. only use Confidential Information to perform its obligations under these Terms;
 - 9.1.3. not disclose Confidential Information to any third party;
 - 9.1.4. when requested by the disclosing party, return or destroy the Confidential Information (and certify the same to the disclosing party).
- 9.2. Information is not Confidential Information if it is:
 - 9.2.1. in or enters the public domain other than by breach of

- clause 9.1;
- 9.2.2. already in the recipient's lawful possession or obtained by the recipient through a third party who is free to disclose it without confidentiality restrictions;
- 9.2.3. authorised for release by the disclosing party's written consent; or
- 9.2.4. required to be disclosed by law or competent court or regulatory body, provided that a reasonable opportunity is given to the disclosing party to lawfully restrict such disclosure.
- 9.3. Subject to Clause 9.5 but notwithstanding anything to the contrary in this Clause 9, nothing shall prevent Company from disclosing any information or data, including Customer Confidential Information or Customer Data, to the Third Party Companies or other third parties as is reasonably necessary for the purposes of providing the Deliverables and Services to the Customer. In such circumstances the Company shall use all reasonable efforts to ensure that such third parties have appropriate protections in place to safeguard the security of such information and data which are no less onerous than those contained in these Terms.
- 9.4. Company may issue a press release concerning these Terms and may also propose further public relations/marketing activities, such as case studies, to carry out with the Customer. The wording of any such press releases, case studies and public relations/marketing activities is subject to the prior written approval of the Customer (such approval not to be unreasonably withheld or delayed).
- 9.5. Where Company is the controller of personal data as defined in the Data Protection Legislation, and unless the parties have signed an appropriate alternative agreement containing provisions for the protection and processing of the personal data, the Customer acknowledges and agrees that the Company collects, uses, stores and protects all personal data in accordance with the Data Protection Legislation and its then-current Privacy Policy, which is available on its website at www.palantirventures.com/privacy-and-cookie-policy/.

Where Customer is the controller of personal data it shall only provide such personal data to Company solely in accordance with the Data Protection Legislation, and only where it is agreed between the parties that it is absolutely necessary to provide it for the performance of the relevant Deliverable or Service, otherwise such data shall be provided in anonymised format only. Where Company agrees that it is absolutely necessary that such personal data is provided by the Customer to Company, unless agreed otherwise, Company shall act as the processor of such personal data in accordance with the Data Protection Legislation.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1. These Terms will not operate to transfer any intellectual property rights owned by Company, its affiliates, any Third Party Company and/or any other third parties to the Customer or vice versa.
- 10.2. The Intellectual Property Rights in any Deliverables, Services and any other items provided by Company to the Customer pursuant to these Terms shall be and remain the property of Company and/or its licensors and the Customer agrees that it has no right, title or interest thereto save as licensed hereunder. Customer warrants that it shall not seek to acquire any such right, title or interest, nor shall it use the Intellectual Property Rights save as authorised in these Terms or as otherwise agreed by the Company. Customer shall use its best endeavours in protecting such Intellectual Property Rights or the title thereto of the Company.
- 10.3. The ownership of any proprietary or other intellectual property rights in any of the Materials provided by the Customer shall remain with the Customer and/or its licensors.
- 10.4. Subject to its compliance with these Terms, and unless otherwise stated in the Addendum or any Other Terms, upon full payment by the Customer of the relevant Fees and Expenses, the Customer is granted a non-exclusive and non-transferable licence to use the Deliverables for its own internal business purposes only.
- 10.5. The Customer shall not be entitled sell, rent, sublicense, lend, assign, timeshare, allow third parties access to, reproduce, modify, adapt, translate, create derivative works, or make any commercial gain (including generating revenue) from the Deliverables or any Intellectual Property Rights of Company and its licensors.
- 10.6. Notwithstanding anything to the contrary in these Terms, Company shall not be prohibited or enjoined at any time from utilising any skills or knowledge of a general nature acquired during the course of providing the Deliverables and Services, including (but not limited to) information publicly known or available or information that could reasonably be acquired during similar work for another customer of Company.
- 10.7. The Customer shall indemnify Company against any claim or action arising from (a) the Customer's removal of (or, for the avoidance of doubt, where the Customer causes a third party to remove), any copyright notice provided within any Deliverables provided by Company to the Customer; and (b) use of the Intellectual Property Rights not in accordance with these Terms, and the Customer shall indemnify and hold Company harmless from and against any losses, damages, costs (including legal fees) and expenses reasonably incurred by or awarded against either party as a result of any such claim.
- 10.8. Except for any third party Products and Services which are governed by the Other Terms pursuant to clause 2.2, Company will indemnify the Customer against liability under any injunction or final judgment or any settlement made by Company under clause 10.9 below for infringement of third party Intellectual Property Rights by the Customer's use of any Deliverables which are proprietary to the Company in accordance with these Terms subject to the following conditions:
- 10.8.1. the Customer must provide reasonable notice to Company in writing of any allegation of infringement;
- 10.8.2. the Customer must make no admissions without the consent in writing of Company; and
- 10.8.3. the Customer must at the request of Company permit Company or its authorised representative at Company's cost and expense to conduct and/or settle all negotiations and litigation and must give Company all reasonable assistance in relation thereto.
- 10.9. Company shall have no obligation or liability for any claim based upon or resulting from:
- 10.9.1. the use, operation or combination of the Deliverables or Services with programs, data, equipment, materials or documentation not provided by Company if such infringement would have been avoided but for such

- use, operation or combination;
- 10.9.2. modification of the Deliverables or Services, unless such modification has been performed by Company or at its direction;
- 10.9.3. the non-compliance with Company's designs, specifications or user documentation; or
- 10.9.4. information, directions, specifications or materials provided by Customer or by a third party not under the Company's control.
- 10.10. The foregoing states the entire liability of Company and the exclusive remedy of Customer with respect to infringement of any third party intellectual property rights, whether under theory of indemnity, breach of contract, warranty or otherwise.

11. WAIVER

A failure by either party to enforce any of its rights under these Terms is not a waiver of those rights or any other rights it has under these Terms.

12. FORCE MAJEURE

A party shall not be liable to the other if it is prevented from the performance of its obligations under these Terms (except payment obligations) by an event that arises from or is attributable to acts, events, omissions or accidents beyond its reasonable control. A party that claims to be affected by such matters will promptly notify the other party.

13. ASSIGNMENT/RIGHTS OF THIRD PARTIES

- 13.1. Either party may assign or transfer these Terms to a third party with the prior written consent of the other party and that consent will not be unreasonably withheld or delayed. Notwithstanding the foregoing, (a) the Company may assign or transfer these Terms to a Third Party Company upon notification to the Customer; and (b) the Company may subcontract the Services without consent but shall be liable for the acts and omissions of its subcontractors.
- 13.2. The Customer may place orders for Products and Services for its Affiliates under these Terms provided that the Customer agrees to assume full responsibility for such Affiliates' compliance with these Terms and the applicable Addendum, and shall indemnify the Company from and against any and all claims, liabilities and expenses arising out of the breach thereof by such Affiliates. An Affiliate's access to such Products and Services will terminate automatically if that entity (or part thereof) is sold or divested, or in the event of termination of these Terms.
- 13.3. Other than as specifically detailed within the Other Terms, no provision of these Terms are enforceable by, or intended to benefit, any other person who is not a party to these Terms. Notwithstanding the foregoing, a Third Party Company shall be entitled to enforce any provision

of these Terms in place of the Company in relation to its proprietary Products, Intellectual Property Rights and Services.

14. ENTIRE AGREEMENT

- 14.1. Notwithstanding any other terms and conditions which the Customer has proposed or may seek to impose on Company, these Terms constitute the entire understanding between Company and the Customer and shall supersede any prior promises, representations, undertakings or implications made orally or in writing.
- 14.2. In the event of inconsistency between the documents comprising these Terms, the following shall be the order of precedence (highest first): any Other Terms, the Addendum (if any), these Terms, and the Order.

15. NOTICES

Any notice required to be given under these Terms will be in writing and may be delivered by post, by hand, or by facsimile transmission (which must be electronically confirmed and immediately followed up by a copy of the notice sent by post). A notice will be deemed given when delivered. The Customer will send all notices to Company for the attention of the Chief Executive Officer at its registered address. Company will send all notices to the Customer at its registered address. Either party may change its address and person to be notified by notifying the other party in writing of that change.

16. PUBLICITY

The Customer agrees that it will not reference Company's name in any invitations, promotional material, direct marketing campaigns, telemarketing scripts or other marketing without the prior written consent of Company. Upon such written approval, any Customer documentation and publications referring to Company (including but not limited to any script, slide or display which introduces any speaker provided by Company as part of the Services) other than mentioning Company's name will be subject to prior approval by Company, which will not be unreasonably withheld.

17. SURVIVAL

Any clauses that are intended to survive termination will survive termination of these Terms and will continue in full force and effect, including without limitation, Clauses 1, 2.2, 4.1.5, 5.3, 6.5, 6.6, 7.5, 8, 9, 10, 11, 13.3, 14, 15, 17, 18.

18. LAW AND JURISDICTION

- 18.1. These Terms are made in and governed by the laws of England.
- 18.2. The parties irrevocably submit to the exclusive jurisdiction of the courts of England.