Individual Contributor License Agreement

Palantir Technologies Inc. ("Palantir")

In order to clarify the intellectual property license granted with Contributions from any person or entity, Palantir requires that all contributors agree to the terms and conditions set forth in this Personal Contributor License Agreement ("Agreement") prior to submitting any Contributions.

You accept and agree to the following terms and conditions for Your present and future Contributions submitted to Palantir. Except for the license granted herein to Palantir and recipients of software distributed by Palantir, You reserve all right, title, and interest in and to Your Contributions.

1. Definitions.

"You" (or "Your") shall mean the copyright owner or legal entity authorized by the copyright owner that is making this Agreement with Palantir. For legal entities, the entity making a Contribution and all other entities that control, are controlled by, or are under common control with that entity are considered to be a single Contributor. For the purposes of this definition, "control" means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

"Contribution" shall mean any original work of authorship, including any modifications or additions to an existing work, that is intentionally submitted by You to Palantir for inclusion in, or documentation of, any products owned or managed by Palantir (the "Work"). For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to Palantir or its representatives, including but not limited to communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, Palantir for the purpose of discussing and improving the Work, but excluding communication that is conspicuously marked or otherwise designated in writing by You as "Not a Contribution."

- **2. Grant of Copyright License.** Subject to the terms and conditions of this Agreement, You hereby grant to Palantir and to recipients of software distributed by Palantir a copyright license to Your Contributions under the terms of the respective license under which the Work to which each such Contribution was submitted is licensed.
- 3. Grant of Patent License. Subject to the terms and conditions of this Agreement, You hereby grant to Palantir and to recipients of software distributed by Palantir a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer the Work, where such license applies only to those patent claims licensable by You that are necessarily infringed by Your Contribution(s) alone or by combination of Your Contribution(s) with the Work to which such Contribution(s) were submitted. If any entity institutes patent litigation against You or any other entity (including a cross-claim or counterclaim in a lawsuit) alleging that Your Contribution, or the Work to which such Contribution was submitted, constitutes direct or contributory patent infringement, then any patent licenses granted to that entity under this Agreement for that Contribution or Work shall terminate as of the date such litigation is filed.
- **4.** You represent that You are legally entitled to grant the licenses herein. If Your employer(s) has rights to intellectual property that You create that includes Your Contributions, You represent that You have received permission to make Contributions on behalf of that employer, that Your employer has waived such rights for Your Contributions to Palantir, or that Your employer has executed a separate Corporate Contributor License Agreement with Palantir.
- **5.** You represent that each of Your Contributions is Your original creation (see Section 8 for terms related to submissions on behalf of others). You represent that Your Contribution submissions include complete details of any third-party license or other restriction (including, but not limited to, related patents and trademarks) of which You are aware and which are related to any part of Your Contributions.
- 6. Support. You are not required to provide support for Your Contributions, except to the extent You desire to

provide support. You may provide support for free, for a fee, or not at all.

- **7. No Warranties.** Unless required by applicable law or otherwise agreed to in writing, YOU PROVIDE YOUR CONTRIBUTIONS ON AN "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.
- **8. Submissions on Behalf of Third Parties.** Should You wish to submit work that is not Your original creation, You may submit it to Palantir separately from any Contribution, identifying the complete details of its source and of any license or other restriction (including, but not limited to, related patents, trademarks, and license agreements) of which You are aware, and conspicuously marking the work as "Submitted on behalf of a third-party: [insert name]".
- **9. Duty to Notify.** You agree to notify Palantir of any facts or circumstances of which You become aware that would make any representations in this Agreement inaccurate in any respect.
- 10. General. This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by the substantive laws of the State of Delaware, without regard to conflict of laws principles. This Agreement sets forth the entire agreement between the parties and supersedes prior proposals, agreements and representations between them, whether written or oral, relating to the subject matter contained herein. This Agreement may be changed only if agreed to in writing and signed by an authorized signatory of each party.

Signature:	Date:	
Name:		
Mailing Address:		
•		
Country:	<u> </u>	
Telephone:		
Email:		
GitHub Username:		