

## TECHNOLOGY EVALUATION AGREEMENT

This Technology Evaluation Agreement ("**Agreement**") is entered into as of the effective date specified below ("**Effective Date**"), by and between Palantir Technologies Inc. ("**Palantir**") and the party set forth in the signature block identified as Customer ("**Customer**" and, with Palantir, the "**Parties**").

**1. Definitions.** For purposes of this Agreement, the terms below have the following meanings whenever capitalized:

"**Content**" means any data or other content that is created or provided by Customer or Authorized Users, whether directly or indirectly from a third party, for transmission, storage, integration, import, display, distribution or use in or through use of the Products, including any aggregated or transformed versions thereof and any analytical outputs.

"**Evaluation Period**" means the three (3) month period of time Customer is permitted to use the Software commencing from the Effective Date. Any termination of this Agreement shall also terminate the Evaluation Period.

"**Intellectual Property Rights**" means patent, copyright, trademark, trade secret, know-how, trade names, moral rights, rights of privacy, and any other intellectual or industrial property rights, including any applications, continuations, or other registrations with respect to any of the foregoing.

"**Services**" means the consulting, integration, enablement, implementation, support, or other professional services provided by Palantir to Customer during the Evaluation Period.

"**Software**" means the Palantir proprietary software in a managed cloud-hosted environment or provided by Palantir for installation locally, any third-party software, application programming interfaces (APIs), and models or algorithms provided or made available to Customer in connection with this Agreement, and any improvements, modifications, derivative works, patches, upgrades, and updates to any of the foregoing that Palantir may provide to Customer hereunder.

**2. Fees.** Palantir waives its fees solely for the Evaluation Period.

**3. Provision of Software.** Subject to Customer's continued and full compliance with all terms and conditions of this Agreement, Palantir will provide Customer with (a) a non-transferable, non-sublicensable, non-exclusive, limited right to access and use the Software solely for its internal evaluation and demonstration purposes during the Evaluation Period and (b) mutually agreed upon Services in furtherance of Customer's evaluation of the Software. Subject to the execution of a Non-Disclosure Agreement between the Parties, Subject to the Confidentiality provisions of Section 10 herein, Customer shall allow Palantir to access any locally installed Software remotely to provide the Services. Palantir may utilize and/or make available third-party services in the provision of the Software and processing of Content. Palantir may collect metrics, analytics, statistics, or other data related to Customer's use of the Software (a) in order to provide the Software and Services to and for the benefit of Customer, including for security purposes, and (b) provided that it makes such data not personally identifiable, for statistical use as well as to analyze, maintain, and improve the Software and Services.

**4. Accounts.** Palantir may establish Software accounts ("**Accounts**") for Customer's employees or independent contractors with a need to access the Software on behalf of Customer ("**Authorized Users**"). Customer shall be solely responsible for administering and protecting the Accounts and shall use industry standard security measures (including, without limitation, multi-factor authentication (MFA) to access the Software). Customer shall immediately notify Palantir in the event that Customer or an Authorized User becomes aware of any violation of the terms of this Agreement. Customer is solely responsible for any use of the Software that occurs on Customer's Accounts in breach of this agreement and shall be liable for any such breach of this Agreement by an Authorized User. Customer acknowledges that all Content that it transmits, stores, provides, integrates, imports, displays, distributes, uses, or otherwise makes available through use of the Software and the conclusions drawn therefrom are done at Customer's own risk and Customer will be solely liable and responsible for any damage or losses to any party resulting therefrom, except to the extent arising from Palantir's breach of this Agreement or the NDA (defined below) and/or from a Software malfunction which is not caused by or on behalf of Customer and/or Authorized Users.

**5. Restrictions.** Customer shall not: (a) copy, list, distribute, reproduce, disclose, modify, attempt to discover, reverse engineer, decompile, or disassemble any Software or code contained therein; (b) attempt to gain unauthorized access to the Software or circumvent any authentication or security measures of the Software; or (c) use, evaluate, or view the Software for the purposes of (i) performing benchmark tests or (ii) designing, modifying or otherwise creating any program, technology, or infrastructure or any portion

thereof, which performs functions similar to the functions performed by the Software.

**6. Ownership.** No ownership rights are being conveyed to Customer or Palantir under this Agreement. The Software (including all Intellectual Property Rights embodied therein) is the proprietary and confidential property of Palantir. The Content (including all Intellectual Property Rights embodied therein) is the proprietary and confidential property of Customer. Palantir may use, disclose, store, or reproduce Content solely as necessary to provide the Software and Services to Customer under this Agreement.

**7. Termination.** If either party materially breaches a provision of this Agreement and fails to remedy the breach within fifteen (15) days of receipt of written notice from the non-breaching party, the non-breaching party may terminate this Agreement. Additionally, either party may terminate this Agreement for convenience with twenty (20) days written notice. Following termination or expiration of the Evaluation Period, (a) Palantir will be under no obligation to provide any additional Services to Customer, and (b) Customer shall immediately cease use of the Software (and, if requested by Palantir, uninstall and delete all Software from its hardware and servers and certify such uninstallation and deletion to Palantir in writing), unless, and only to the extent, Customer has purchased or licensed the Software under a separate written agreement. Upon any termination or expiration of this Agreement and Customer's written request, Palantir shall delete, return to Customer, or otherwise make all Content inaccessible within thirty (30) days. Sections 4, 5, and 6-13 and any remedies for breach shall survive any termination or expiration of this Agreement.

**8. Warranties.** Customer represents, warrants, and covenants to Palantir that a) it will not use the Software for any unauthorized, improper, or illegal purposes; b) it will not transmit, store, integrate, import, display, distribute, use, or otherwise make available any Content that is, or is obtained in a manner that is, unauthorized, improper, or illegal; and c) it has provided all necessary notifications and obtained all necessary consents, authorizations, approvals, and/or agreements as required under any applicable laws or policies in order to enable Palantir to receive and process Content, including personal data, according to the scope, purpose, and instructions specified by Customer. THE SOFTWARE IS PROVIDED "AS-IS" WITHOUT ANY OTHER WARRANTIES OF ANY KIND AND PALANTIR AND ITS SUPPLIERS AND SERVICE PROVIDERS HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, RELATING TO THE SOFTWARE AND ANY SERVICES PROVIDED HEREUNDER OR SUBJECT MATTER OF THIS AGREEMENT OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE. PALANTIR IS NOT RESPONSIBLE OR LIABLE FOR ANY THIRD-PARTY SERVICES (INCLUDING, WITHOUT LIMITATION, UPTIME GUARANTEES, OUTAGES, OR FAILURES).

**9. Indemnification.** Palantir will defend Customer against any third-party action alleging that the Software infringes an Intellectual Property Right of a third party based upon Customer's use of the Software in accordance with the terms of this Agreement, and will indemnify and hold harmless Customer from and against costs, attorneys' fees, and damages arising out of such claim. The foregoing indemnification obligation of Palantir shall not apply if Customer violates Section 5 of this Agreement to the extent such violation directly results in such costs, attorney's fees and/or damages. THIS SECTION SETS FORTH PALANTIR'S SOLE LIABILITY AND OBLIGATION AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT. Customer will defend Palantir against any third-party claim arising from or relating to (a) Customer's violation of applicable law in relation to the handling or disclosing of Content to Palantir, (b) any improper or illegal instruction from Customer regarding processing of Content, or (c) Content (i) that is obtained or used in a manner that is unauthorized, improper, or illegal, or (ii) that violates a third party's Intellectual Property Rights, and will indemnify and hold harmless Palantir from and against costs, attorneys' fees, and damages arising out of such claim. The obligations of the indemnifying Party under this Section shall be conditioned upon the indemnified Party providing the indemnifying Party with (1) prompt notice of such claim; (2) the exclusive right to control and direct the investigation, defense, and settlement (if applicable) of such claim; and (3) all reasonable necessary cooperation of the indemnified Party.

**10. Confidentiality.** Any Information shared by Customer with Palantir is to be governed under the terms of the Non-Disclosure and Individual Security Addendum dated **January -, 2021** (the "**NDA**") between the Parties, which is attached to and made part of this Agreement. If there are any conflicting provisions between the NDA and this Agreement, the NDA controls with respect to any Information (as defined in the NDA) shared by Customer with Palantir. Otherwise, the Parties shall keep strictly confidential all Confidential Information (as defined below) and shall not use or process such Confidential Information except to exercise their rights and perform their respective obligations herein. The Receiving Party (as defined below) shall not disclose or permit the unauthorized transfer of the Disclosing Party's (as defined below) Confidential Information to any third party other than (a) disclosure on a need-to-know basis to the Receiving Party's own employees, agents, advisors, attorneys, and/or accountants (collectively, "**Representatives**") or (b) processing by third-party services to the extent required in the provision of the Software and processing of Content as permitted under this Agreement, who are each subject to obligations of confidentiality at least as restrictive as those stated herein. Without limiting the foregoing, the Receiving Party shall use at least the same degree of care as it uses to prevent the disclosure or unauthorized transfer of its own confidential information of like importance, but in no event less than reasonable care. "**Confidential Information**" means (1) Software, (2) Content, and (3) any other business, technical, or engineering information or data (including third-party information) disclosed or made available to a Party (the "**Receiving Party**") by or on behalf of the other Party (the "**Disclosing Party**") which by the nature of the information disclosed or the manner of its disclosure would be understood by a reasonable person to be confidential and/or proprietary, in each case in any form (including without limitation written, electronic, or oral) and whether furnished before, on, or after the Effective Date; *provided, however*, that Confidential Information shall not include any information that (i) is or becomes part of the public domain through no act or omission of the Receiving Party or any of its Representatives; (ii) is known to the Receiving Party at time of disclosure by the Disclosing Party without an obligation to keep it confidential; (iii) was rightfully disclosed to the Receiving Party prior to the Effective Date from another source without any breach of confidentiality by the third-party discloser and without restriction on disclosure or use; or (iv) was independently developed by the Receiving Party without the use of or any reference or access to Confidential Information, by persons who did not have access to any Confidential Information. The Receiving Party is responsible and shall be liable for any breaches of this Section and any disclosure or misuse of any Confidential Information by its Representatives (or any other person or entity to which the Receiving Party is permitted to disclose Confidential Information pursuant to this Section). These obligations with respect to Confidential Information shall survive termination of this Agreement for a period of five (5) years; *provided*, that each Party's obligations hereunder shall survive and continue in perpetuity after termination with respect to any Confidential Information that is a trade secret under applicable law. If Palantir receives a third-party subpoena or request or order of judicial, governmental, or regulatory entities regarding the Content, Palantir may provide Customer notice, except where providing notice is prohibited by the legal process itself, by court order, or by applicable law or where Palantir has reason to believe providing notice could create a risk of injury or death to any person, and disclose such Content as may be reasonably necessary to respond to the request. If Palantir is obligated to respond to a third-party subpoena or other request or order

of judicial, governmental, or regulatory entities, Customer will reimburse Palantir for reasonable attorneys' fees, as well as for the time and materials spent by Palantir responding to the third-party subpoena or other request or order of judicial, governmental, or regulatory entities.

**11. Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES, HOWEVER CAUSED, WHETHER UNDER THEORY OF CONTRACT, TORT, OR OTHERWISE, NOR FOR ANY EXPECTED OR LOST PROFITS, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. FURTHER, EXCEPT FOR THE PARTIES' INDEMNIFICATION OBLIGATIONS UNDER SECTION 9, EACH PARTY AGREES THAT THE MAXIMUM AGGREGATE LIABILITY ON ALL CLAIMS OF ANY KIND RESULTING FROM THIS AGREEMENT OR ANY SOFTWARE OR SERVICES FURNISHED HEREUNDER SHALL NOT EXCEED FIFTY THOUSAND DOLLARS (\$50,000) AND THAT SUCH REMEDY IS FAIR AND ADEQUATE. .

**12. Publicity.** Neither Party shall use the name, logo, trademarks, or trade names of the other Party in publicity releases, promotional material, customer lists, advertising, marketing, or business generating efforts, whether written or oral, without obtaining the other Party's prior written consent.

**13. Miscellaneous.** Customer is not obligated to enter into any agreement for future purchases of the Software. If this Agreement conflicts with any previous agreements between the Parties relating to this subject matter, this Agreement controls. This Agreement may be amended or waived only in writing executed by both Parties. This Agreement is binding on and inures to the benefit of the Parties and their respective successors and assigns. Neither this Agreement nor the access or licenses granted hereunder may be assigned, transferred, subcontracted, or sublicensed by Customer. If any provision of this Agreement is declared void or unenforceable, then the provision is automatically amended to the minimum extent required to make it valid, legal, enforceable, and nearest to the original intent, and the other provisions remain in full force and effect. Customer's rights under this Agreement are subject to its compliance with all applicable export control laws and regulations. Except for the obligation to pay money, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including without limitation acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act, failure of the Internet, telecommunications, or hosting services, computer attacks, or malicious acts. All notices under this Agreement must be in writing and shall be deemed to have been duly given (a) when delivered by hand; (b) one (1) day after delivery by receipted overnight delivery; or (c) three (3) days after being mailed by certified or registered mail, return receipt requested with postage prepaid, to the address of the party to be noticed as set forth below. Any dispute, controversy, or claim arising from or relating to this Agreement, shall be adjudicated in a court of competent jurisdiction in the state of New York, United States, using the English language. This Agreement shall be deemed to have been made in, and shall be construed pursuant to the substantive laws of, the State of New York and the United States.

**EFFECTIVE DATE OF AGREEMENT:** \_\_\_\_\_

**Accepted and agreed:**

PALANTIR TECHNOLOGIES INC.  
(Palantir)

By: Matt Long

Name: Matt Long

Title: General Counsel

Date: January 12, 2020

Address for Notices:

1555 Blake Street, Suite 250

Denver, Colorado 80202

Confidential

National Grid USA Service Company, Inc.  
(Customer)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address for Notices:

40 Sylvan Road

Waltham, MA 02451-1120

