Corporate Contributor License Agreement

Palantir Technologies Inc. ("Palantir")

Thank you for your interest in the Palantir Plottable-Moment open source project (the "Project").

Prior to receiving information from any corporate contributor, Palantir requires that all corporate contributors complete, sign, and submit this Corporate Contributor License Agreement ("Agreement"). This Agreement allows a corporate entity (a "Corporation") to submit Contributions (as defined below) to the Project, to authorize Contributions submitted by its designated employees or contractors to the Project, and to grant copyright and patent licenses thereto. The purpose of this Agreement is to clarify the intellectual property license granted with Contributions (as defined below). Palantir must have an agreement on file signed by each Corporate Contributor.

Please sign this Agreement and then scan and email a .pdf file of this Agreement to opensource@palantir.com. Please read this document carefully before signing and keep a copy for your records.

You accept and agree to the following terms and conditions for Your present and future Contributions submitted to the Project. 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 the code, documentation or other original works of authorship, including any modifications or additions to an existing work, that is intentionally submitted by an Authorized Contributor to Palantir for inclusion in, or documentation of, the Product and/or the Project. 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 Project, but excluding communication that is conspicuously marked or otherwise designated in writing by You as "Not a Contribution."

- "Authorized Contributor" shall mean Your employee(s) or contractor(s) listed on Schedule A to this agreement, as that Schedule may be modified from time to time.
- "Product" shall mean the Palantir Plottable-Moment product, including current and future versions and successor products.
- **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 as set forth in The MIT License, a copy of which is attached hereto as Schedule B.
- 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, irrevocable (except as stated in this section), worldwide, non-exclusive, no-charge, royalty-free, transferable patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer Your Contribution and the Product, with the right to sublicense any or all of these rights through multiple levels of sublicensees, 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 Product. 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 Product constitutes direct or contributory patent infringement, then any patent licenses granted to that entity under this Agreement for that

Contribution or Product shall terminate as of the date such litigation is filed.

- **4. Your Representations.** You represent that: (a) You are authorized to sign this Agreement on behalf of the Corporation (designated in the signature block below); (b) You are legally entitled to grant the licenses to the rights set forth in sections 2 and 3; (c) each employee or contractor of the Corporation listed on Schedule A hereto (or in a subsequent written modification to that Schedule) is authorized to submit Contributions on behalf of the Corporation; (d) each of Your Contributions is Your original creation; and (e) Your Contribution submissions include complete details of any third-party license or other restriction (including, but not limited to, related patents and trademarks) related to any part of Your Contribution of which You are personally aware; such details are included in the source file to which the license or restriction applies.
- **5. 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.
- **6. No Warranties.** Unless required by applicable law or 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. PALANTIR ALSO MAKES NO AND DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, TO YOU AND TO ANY OTHER PARTY UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 7. General. It is Your responsibility to notify Palantir in writing when any change is required to the list of designated employees on Schedule A who are authorized to submit Contributions on behalf of the Corporation, or to the Corporation's point of contact with Palantir (as designated below). This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by the substantive laws of the State of California, 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.
- **8. License Acknowledgement.** You acknowledge and agree that any Contributions You and/or any of the Authorized Contributors make to the Project and/or Product shall be licensed under The MIT License, a copy of which is attached hereto as Schedule B.

Please sign:	Date:	
Name:	Title:	
Corporation:		
Corporation Mailing Address:		
Point of Contact:		
Telephone:		
Github id:		

Schedule A List of Designated Contributors

[Initial list of designated employees and/or contractors. Authorization is not tied to particular Contributions.]

Schedule B License

The MIT License (MIT)

Copyright (c) 2015 Palantir Technologies, Inc.

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.