◌ Palantir

LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is entered into as of February 23, 2012 ("Effective Date"), by and between Palantir Technologies Inc., a Delaware corporation, with its principal place of business located at 100 Hamilton Ave., Suite 300, Palo Alto, CA 94301 ("Palantir") and the City of New Orleans ("Customer") designated below.

CUSTOMER

NAME OF CUSTOMER: City of New Orleans	
ADDRESS: 1300 Perdido Street New Orleans, LA 70112	STATE OF INCORPORATION: n/a

This License and Services Agreement, including the Terms and Conditions and any Exhibits attached hereto (collectively, this "Agreement"), sets forth the terms and conditions pursuant to which Customer will license certain Palantir software products and contract for certain services from Palantir and pursuant to which Palantir will provide such products and services to Customer.

KEY PROVISIONS

PRODUCTS, SERVICES, TERM

	Description	Fees
	Eight (8) Palantir Core Term Licenses (for the term beginning on the Effective Date and continuing for two years)	Fee Waived
	Hardware to be provided at Palantir's discretion	Fee Waived
	Training, Implementation, Support Services, Product Upgrades, and other Professional Services to be provided at Palantir's discretion	Fee Waived

SIGNATURES

Customer: City of New Orleans

By: _____ 2/27/12

Name: MITCHELL J. LANDRIEU

Title: MAYOR

Palantir Technologies Inc.

By: _____

Name: Matt Long

Title: Legal Counsel

FORM AND LEGALITY APPROVED:

_____

Law Department, City of New Orleans

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1. **Certain Definitions.** Capitalized terms will have the meaning indicated above unless otherwise specifically defined in these Terms and Conditions or in any Exhibits hereto.

1.1 **"Palantir Core Term License"** shall mean a license to the Product to be used on one server core for the specified Term (as defined below) on the terms and subject to the conditions set forth in this Agreement.

1.2 **"Product"** means Palantir's proprietary "Palantir Government" commercial off-the-shelf software, in object code format, including any updates, modifications, patches, and upgrades thereto that Palantir provides to Customer hereunder.

2. **Grant of Limited License.** Subject to Customer's continued and full compliance with all of the terms and conditions of this Agreement, Palantir hereby grants to Customer a non-transferable, non-exclusive, limited license, without any right to sublicense, during the Term, to install, execute, and use the Products solely for Customer's internal business or official purposes, and only (i) in accordance with the technical specification documentation provided to Customer by Palantir with regard to the Products ("Documentation") and (ii) on the number of server cores specified on the first page of this Agreement. Palantir undertakes no obligation to provide, procure, or maintain the hardware necessary to fully operate and support the Product.

3. **Ownership.** Except for the limited license rights expressly provided herein, Palantir retains all rights, title and interest in and to the Products, Documentation and any other related documentation or materials provided by Palantir hereunder (including, without limitation, all patent, copyright, trademark, trade secret and other intellectual or industrial property rights embodied in any of the foregoing). Customer acknowledges that it is obtaining only a limited license right to the Products, notwithstanding any reference to the terms "purchase" or "customer" herein. The Products are licensed and not sold, and no ownership rights are being conveyed to Customer under this Agreement. Customer will maintain the copyright notice and any other notices or product identifications that appear on or in any Products and any associated media.

4. **Restrictions.** Customer will not (and will not allow any third party to): (i) reverse engineer or attempt to discover any source code or underlying ideas or algorithms of any Product (except to the extent that applicable law expressly prohibits such a reverse engineering restriction); (ii) provide, lease, lend, use for timesharing or service bureau purposes or otherwise use or allow others to use a Product for the benefit of any third party; (iii) list or otherwise display or copy any object code of any Product; (iv) copy any Product (or component thereof), develop any improvement, modification or derivative work thereof, or include any portion thereof in any other equipment or item; (v) allow the transfer, transmission, export, or re-export of any Product (or any portion thereof) or any Palantir technical data; or (vi) perform benchmark tests without the prior written consent of Palantir (any results of such permitted benchmark testing shall be deemed Confidential Information of Palantir); *provided, however,* that subject to the other terms and conditions of this Agreement, Customer shall be permitted to develop software that interfaces with Palantir's public APIs. Periodically, Palantir may request that Customer provide an accurate accounting of the number of server cores that Customer is currently using. Customer shall provide this information in writing within ten (10) business days of Palantir's request. All the limitations and restrictions on Products in this Agreement shall also apply to Documentation. Notwithstanding the foregoing, or any statement to the contrary herein, portions of the Product may be provided with notices and open source or similar licenses from such communities and third parties that govern the use of those portions, and Customer hereby agrees to be bound by and fully comply with all such licenses, and any licenses granted hereunder shall not alter any duties or obligations Customer may have under such open source licenses; however, the disclaimer of warranty and limitation of liability provisions in this Agreement will apply to all such software in this Product distribution.

5. **Confidentiality.** Customer shall keep strictly confidential all Confidential Information (as defined below) of Palantir, and shall not use such Confidential Information except to exercise its rights and perform its obligations herein, and shall not disclose such Confidential Information to any third party other than disclosure on a need-to-know basis to Customer's own advisors, attorneys, and/or accountants who are each subject to obligations of confidentiality at least as restrictive as those stated herein. Without limiting the foregoing, Customer shall use at least the same degree of care as it uses to prevent the disclosure of its own confidential information of like importance, but in no event less than reasonable care. Customer shall promptly notify Palantir of any actual or suspected misuse or unauthorized disclosure of Palantir's Confidential Information. "Confidential Information" shall mean (i) Products (including any information or data relating thereto), (ii) Documentation (including any information or data relating thereto), (iii) any other business, technical or engineering information or data provided or made available by Palantir to Customer (including third party information), disclosed or made available to Customer by or on behalf of Palantir and by the nature 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 (a) is or becomes part of the public domain through no act or omission of Customer or any of Customer's employees, agents, advisors, attorneys, accountants, or other representatives, (b) is known to Customer at the earlier of the Effective Date or the time of disclosure by Palantir (as evidenced by written records) without an obligation to keep it confidential, (c) was rightfully disclosed to Customer prior to the Effective Date from another source without restriction on disclosure or use, or (d) Customer can

document by written evidence was independently developed by Customer without the use of or any reference or access to Confidential Information, by persons who did not have access to any Confidential Information. Customer is responsible and shall be liable for any breaches of this Section and any disclosure or misuse of any Confidential Information by its employees or agents (or any other person or entity to which Customer is permitted to disclose Confidential Information pursuant to this Section). Customer's obligations with respect to Palantir's Confidential Information shall survive termination of this Agreement for a period of five (5) years; *provided*, that Customer'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.

Notwithstanding anything herein to the contrary, Palantir acknowledges that it has read and understands the requirements mandated by Louisiana Revised Statute 44:1 (Louisiana's public records law), et seq., including Sec. 44:3.2, which states in pertinent part, that Palantir shall provide a cover sheet when submitting all records containing proprietary or trade secret information that shall state in bold type, "DOCUMENT CONTAINS CONFIDENTIAL PROPRIETARY OR TRADE SECRET INFORMATION." Palantir shall clearly mark each instance of information which is, in its opinion, proprietary or trade secret information. Nevertheless, the determination of whether such information is in fact proprietary or trade secret information, shall be made by Customer within thirty days of a submission. If Customer receives a public records request within the thirty day time period, the determination shall be made within the time period prescribed by Louisiana Revised Statutes 44:32(D) and 33(B). Customer shall immediately notify Palantir prior to the disclosure of the information requested pursuant to a public records request and of the determination of whether or not the information requested is subject to disclosure.

Notwithstanding anything herein to the contrary, the parties acknowledge that all information related to this Agreement, including Proprietary or Trade Secret Information submitted by Palantir to Customer, is subject to Louisiana Revised Statutes 44:1, et. seq. and the parties are bound by the requirements presented therewith.

For the avoidance of doubt and because the following information cannot easily be demarcated by the procedures required above, the Product, all Palantir source code, object code, and all Documentation shall be treated as Proprietary, Trade Secret, and Confidential Information hereunder and pursuant to Louisiana Revised Statute 44:1(A)(2)(b), 44:3,(A)(1) and (3), 44:3.1 (in conjunction with 44:4(19)), and 44:3.2(B).

6.   Payment and Delivery. Palantir waives its customary fees in this instance; provided, however, that any expansion in scope or other change shall be subject to the mutual written agreement of the parties, including with respect to any related fees or costs. Customer shall be responsible for any taxes arising under this Agreement, including, but not limited to, sales, use, gross receipts, excise, value added, and goods and services taxes (but not including Palantir's U.S. income taxes), in addition to any

duties, costs of compliance with export and import controls and regulations, and other governmental assessments. Products are deemed delivered upon Palantir's initial e-mail communication providing Customer with access to Palantir's electronic support portal, through which Customer may download Products and Documentation.

7.   Support Services. Palantir may, in its sole discretion, provide Customer with the Support Services and/or Product upgrades in accordance with and subject to Palantir's standard support services terms and conditions or may, in its sole discretion, arrange with a third party to provide any or all of such services (collectively, "Support Services"). No agreement to provide any such Support Services is included in this Agreement.

8.   Training. Palantir may, in its sole discretion, provide its standard training services or some variant thereof for the Customer or may, in its sole discretion, arrange with a third party to provide any or all of such services ("Training"). No agreement to provide any such Training is included in this Agreement.

9.   Reserved.

10.   Term and Termination. This Agreement shall begin on the Effective Date and remain in effect for the period of time specified in Section 10.1 (the "Term"), unless otherwise terminated as provided herein.

10.1   The Term will be for two years (the "Base Period"). During the Term of the Palantir Core Term License this Agreement may be terminated by either party without cause upon at least thirty (30) days' prior written notice to the other party, but in any case will terminate upon expiration of the Term (subject to Section 10.3 below).

10.2   Without limiting either party's other rights of termination set forth in this Agreement, Palantir may terminate this Agreement immediately upon written notice to Customer in the event of any breach by Customer of any term, condition or provision of this Agreement.

10.3   Upon any termination or expiration of this Agreement, all of Customer's rights and licenses granted hereunder to the Product shall immediately cease and Customer shall promptly return to Palantir all Products and Documentation, including all portions thereof and all other Confidential Information, and so certify its compliance with the foregoing to Palantir in writing within ten (10) days of termination or expiration. No termination or expiration of this Agreement shall limit or affect Palantir's rights or Customer's obligations that accrued prior to the effective date of termination or expiration (including without limitation, payment obligations, if any). Furthermore, this Section 10.3 and Sections 3, 4, 5 (but only for the period of time specified therein), 6, 11, 12.2, 13, 14, 15, 16, and 17 shall survive any termination or expiration of this Agreement. Termination is not an exclusive remedy and all other remedies will remain available.

11.   Indemnification. Subject to the terms and conditions set forth in this Section 11, Palantir shall defend, indemnify and hold harmless Customer from and against damages, costs, and attorneys' fees, if any, finally

awarded pursuant to a non-appealable order by a court of competent jurisdiction against Customer from any claim of infringement or violation of any U.S. patent, copyright, or trademark asserted against Customer by a third party based upon Customer's use of the Products in accordance with the terms of this Agreement, provided that Palantir shall have received from Customer: (i) notice of such claim within five (5) days of Customer receiving notice of such claim; (ii) the exclusive right to control and direct the investigation, defense, and settlement (if applicable) of such claim; and (iii) all reasonable necessary cooperation of Customer. If Customer's use of any of the Products is, or in Palantir's opinion is likely to be, enjoined by a court of competent jurisdiction due to the type of infringement specified above, or if required by settlement approved by Palantir in writing, Palantir may, in its sole discretion: (a) substitute for the Products substantially functionally similar programs and documentation; (b) procure for Customer the right to continue using the Products; or (c) if Palantir reasonably determines that options (a) and (b) are commercially impracticable, terminate this Agreement. The foregoing indemnification obligation of Palantir shall not apply: (1) if the Products are modified by any party other than Palantir, but only to the extent the alleged infringement would not have occurred but for such modification; (2) if the Products are modified by Palantir at the request of Customer, but only to the extent the alleged infringement would not have occurred but for such modification; (3) if the Products are combined with other non-Palantir products or processes not authorized by Palantir, but only to the extent the alleged infringement would not have occurred but for such combination; (4) to any unauthorized use of the Products or any use that is not consistent with the Documentation; (5) to any superseded release of the Products if the infringement would have been avoided by the use of a current release of the Products that Palantir has provided or made available to Customer prior to the date of the alleged infringement; or (6) to any third party software code contained within the Products. 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 INFRINGEMENT. Notwithstanding anything in this Agreement to the contrary (but subject to the other limitations on Palantir's indemnification obligations set forth in this Agreement), Palantir's indemnification obligations set forth in this Section 11 shall in no event exceed the amounts, if any, paid by Customer to Palantir hereunder.

12. **Palantir Limited Warranty and Disclaimer.**

12.1   Subject to the terms and conditions set forth in this Section 12, Palantir warrants for a period of thirty (30) days from the date the initial Products were delivered by Palantir that the Products will substantially conform to Palantir's then-current Documentation for such Products. This warranty covers only problems reported to Palantir in writing (including a test case or procedure that recreates the failure and by full documentation of the failure) during the warranty period. In the event of a material failure of the Products to perform substantially in accordance with the specifications during the warranty period ("Defect"),

Palantir shall use reasonable efforts to correct the Defect or provide a suitable work around as soon as reasonably practical after receipt of Customer's written notice as specified above. A Defect shall not include any defect or failure attributable to improper installation, operation, misuse or abuse of the Products or any modification thereof by any person other than Palantir. If Palantir has not remedied the Defect within thirty (30) days of its receipt of Customer's written notice, Customer may give Palantir written notice of termination of this Agreement, which termination will be effective ten (10) days after Palantir's receipt of the notice, unless Palantir is able to remedy the Defect prior to the effective date of termination. In the event of the termination of this Agreement pursuant to Customer's exercise of its right under this Section, Customer shall be entitled to receive from Palantir, as its sole and exclusive remedy, in addition to the termination of this Agreement, a refund of any amounts paid to Palantir hereunder, but such termination shall otherwise be subject to Section 10.3.

12.2   ALL SALES ARE FINAL. NO PURCHASES OF PRODUCTS ARE REFUNDABLE, EXCHANGEABLE OR OFFSETTABLE EXCEPT AS SET FORTH IN SECTION 12.1. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 12.1, THE PRODUCTS AND SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY OTHER WARRANTIES OF ANY KIND AND PALANTIR AND ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, RELATING TO THE PRODUCTS 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. WITHOUT LIMITING THE FOREGOING LIMITATION, PALANTIR DOES NOT WARRANT THAT THE PRODUCTS, DOCUMENTATION, TRAINING, OR SERVICES WILL MEET CUSTOMER REQUIREMENTS OR THAT OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE.

13.   Customer Warranty.

13.1   Customer represents, warrants, and covenants to Palantir that neither this Agreement (or any term hereof) nor the performance of or exercise of rights under this Agreement is restricted by, contrary to, in conflict with, ineffective under, requires registration or approval or tax withholding under, or affects Customer's proprietary rights (or the duration thereof) under, or will require any termination payment or compulsory licensing under, any law or regulation of any country, group of countries or political or governmental entity located within or including all or a portion of any geographic area where any copy of the Products or any part thereof (whether or not incorporated with or into other software) will be located, used or distributed.

13.2   Customer represents, warrants and covenants to Palantir that it will not use the Products for any improper,

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illicit, or illegal purposes, including but not limited to (i) discrimination, (ii) harassment, (iii) compromising information and data security or confidentiality, (iv) integrating information that has been obtained in violation of any applicable contractual agreement or local, state, or Federal law, regulation, or ordinance, (v) violation of privacy or constitutional rights of individuals or organizations, and/or (vi) violation of local, state, and/or Federal laws, regulations, or ordinances.

14. Limitations of Liability.

14.1 EXCEPT FOR PALANTIR'S OBLIGATIONS SET FORTH IN SECTION 11 AND SECTION 14.3 OF THIS AGREEMENT, AND EXCEPT FOR BODILY INJURY (BUT SOLELY TO THE EXTENT THAT LIMITATION ON LIABILITY THEREFOR IS NOT PERMITTED UNDER APPLICABLE LAW), TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, PALANTIR SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY WITH RESPECT TO ANY PRODUCT, SERVICE OR OTHER SUBJECT MATTER OF THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE LEGAL THEORY USED TO MAKE A CLAIM, AND WHETHER OR NOT BASED UPON PALANTIR'S NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY, IN TORT OR ANY OTHER CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION, LOSS OF USE, LOSS OR ALTERATION OF DATA, COST OF REPLACEMENT, DELAYS, LOST PROFITS, OR SAVINGS ARISING OUT OF PERFORMANCE OR BREACH OF THIS AGREEMENT OR THE USE OR INABILITY TO USE THE PRODUCTS, OR FOR ANY MATTER BEYOND PALANTIR'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES.

14.2 EXCEPT FOR PALANTIR'S OBLIGATIONS SET FORTH IN SECTION 11 OF THIS AGREEMENT, AND EXCEPT FOR BODILY INJURY (BUT SOLELY TO THE EXTENT THAT LIMITATION ON LIABILITY THEREFOR IS NOT PERMITTED UNDER APPLICABLE LAW), TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, EACH PARTY AGREES THAT THE MAXIMUM AGGREGATE LIABILITY OF PALANTIR ON ANY CLAIM OF ANY KIND, WHETHER BASED ON CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO, STRICT LIABILITY, PRODUCT LIABILITY OR NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE THEORY OR RESULTING FROM THIS AGREEMENT OR ANY PRODUCTS OR SERVICES FURNISHED HEREUNDER SHALL BE $200,000 DOLLARS AND THAT SUCH REMEDY IS FAIR AND ADEQUATE.

14.3 Notwithstanding the limitation of liability in Section 14.1 above, Palantir shall indemnify Customer up to the amount set forth in Section 14.2 for any damages finally awarded pursuant to a non-appealable order by a court of competent jurisdiction against Customer, but only if: (i) such liability results from the unauthorized release of non-public data that Palantir receives from Customer; (ii) the release of data results from Palantir's gross negligence or intentional misconduct, as determined by a court's non-appealable, final determination; and (iii) any indemnification is decreased proportionately by Customer's own concurrent liability, if any.

15. Applicable Law. This Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of Louisiana and the United States, without regard to conflicts of law provisions thereof, and without regard to the United Nations Convention on contracts for the International Sale of Goods.

16. Miscellaneous. Neither this Agreement nor the licenses granted hereunder may be assigned, transferred, subcontracted, or sublicensed by Customer; any attempt to do so shall be void. Palantir may assign this Agreement in whole or in part. Any notice, report, approval or consent required or permitted hereunder shall be in writing and sent by first class U.S. mail, confirmed facsimile, or major commercial rapid delivery courier service to the address specified above. As between the parties, Palantir will own all intellectual property rights in Products and Documentation and anything else created pursuant to this Agreement, including but not limited to all copies, improvements, modifications and derivative works thereof, related documentation and materials. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and be enforceable. Any and all modifications, waivers or amendments must be made by mutual agreement and shall be effective only if made in writing and signed by each party. No waiver of any breach shall be deemed a waiver of any subsequent breach. Customer's rights under this Agreement are subject to its compliance with all applicable export control laws and regulations. This Agreement, including any Exhibits hereto and any mutually executed Statements of Work, is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. In the event of a conflict between this License and Services Agreement, the Agreement for data Sharing (the "DSA"), and/or any Exhibits or Statements of Work, the terms and conditions of this Agreement will prevail. Palantir is in no way affiliated with, or endorsed or sponsored by, The Saul Zaentz Company d.b.a. Tolkien Enterprises or the Estate of J.R.R. Tolkien.

17. Oracle Requirements. The following terms and conditions are required by Oracle Corporation ("Oracle") in order to distribute Oracle's software products with Products and are incorporated herein: (a) use of

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Products is restricted to the internal business operations of Customer and Customer shall be responsible for its agents' or contractors' use of Products and compliance with this Agreement; (b) to the extent permitted by law, Oracle shall not be liable for any damages, whether direct, indirect, incidental, special, punitive, or consequential, and any loss of profits, revenue, data or data use, arising from the use of Oracle's software products; (c) Customer shall comply fully with all relevant export laws and regulations of the United States and other applicable export and import laws to assure that neither the Products, nor any direct product thereof, are exported, directly or indirectly, in violation of applicable laws; (d) the Oracle software products are subject to a restricted license and may only be used in conjunction with Products; (e) Palantir is permitted to audit Customer's use of Oracle's software products, and Customer shall provide reasonable assistance and access to information in the course of such audit and permit Palantir to report the audit results to Oracle or to assign Palantir's right to audit Customer's use of Oracle's software products to Oracle. Oracle shall not be responsible for any of Palantir's or Customer's costs incurred in cooperating with the audit when Palantir assigns its right to audit Oracle's software products to Oracle; (f) Oracle shall be a third party beneficiary with respect to Palantir's rights and Customer's obligations under this Agreement; (g) the Uniform Computer Information Transactions Act shall not apply to this Agreement; (h) some Oracle software products may include source code that Oracle may provide as part of its standard shipment of such programs, which source code shall be governed by the terms of this Agreement; (i) third party technology that may be appropriate or necessary for use with some Oracle software products is specified in the Product documentation or as otherwise notified by Palantir and such third party technology is licensed to Customer only for use with Products under the terms of the third party license agreement specified in the Product documentation or as otherwise notified by Palantir and not under the terms of this Agreement.

[END OF TERMS AND CONDITIONS]

AGREEMENT
BETWEEN THE CITY OF NEW ORLEANS
AND PALANTIR TECHNOLOGIES INC.
FOR DATA SHARING

I. Parties

This Agreement for data sharing (the "DSA") dated February 23, 2012, is entered into by and between Palantir Technologies Inc., ("Contractor") and the City of New Orleans, (the "City"), for the purposes of: (1) addressing the access to and handling of data electronically from the City to the Contractor; and (2) addressing the access to and handling of data electronically from the Contractor to the City, to the extent any such transfer is necessary. This DSA is entered into in conjunction with the License and Services Agreement dated February 23, 2012 (the "Agreement"). If there is any conflict between this DSA and that Agreement, the terms of the Agreement shall prevail.

II. Purpose

Contractor and the City enter into this DSA for the purpose of sharing certain data (described below in Section 3). This DSA will help Contractor and the City work together to use Contractor's proprietary Palantir Government software program to create an integrated analytical environment for "wrap-around" analysis of records from multiple data sources (the "Project").

The City desires certain data from the Contractor related to the deployment and support of the Project. The data will be used to establish the technological and information-sharing infrastructure necessary to support the Project.

In establishing and supporting the Project, the Contractor will require controlled access to certain data from the City related to the technological and information-sharing infrastructure of the City, and substantive data from multiple City records sources.

III. Responsibilities and Description of Data Shared

This DSA is intended to provide a mechanism for data sharing to allow the sharing of data between the Contractor and the City. Both parties will seek to expedite cooperation to the extent feasible by resource constraints.

This DSA shall include, but not be limited to, the data (and associated metadata) described below (hereafter, the "Shared Data").

A. Contractor shall provide to the City:

- Such technological data as necessary to deploy the Project.

B. The City shall provide to Contractor:

- Access to such data and records sources that the City wishes to incorporate into the Project's analysis.

C. Restricted Use of Data:
1. The Contractor and the City shall use the data obtained under this DSA solely for the purposes of the Project.
2. The City and the Contractor are committed to maintain the privacy and security of confidential data, unless required to disclose it by applicable law or court order.
3. No data covered under this agreement will be provided to third parties without the expressed written consent of the party providing the original data, unless required to disclose it by applicable law or court order. This also applies to any analysis or work products derived from such data, though Contractor may describe the Project and analytical conclusions broadly in its promotional materials and presentations, so long as such descriptions do not include any confidential data.
4. No party shall sell or make available for purchase the data supplied by the other party.
5. Any data quality issues or concerns discovered by the originator/supplier of data after transmitting data to the other party shall be communicated promptly to the other party. For example, if the data supplier finds an error in the data, the data supplier will inform promptly the receiving party and supply corrected data if available.
6. Any data quality issues or concerns discovered by the recipient of the data shall promptly inform the originator/supplier of those issues or concerns. Any questions regarding data quality will be referred to the originator/supplier of the data.

D. Frequency of Delivery: The data described above shall be provided by the data originator/supplier on an as requested basis. Every effort will be made to expedite requests. Existing data should be provided within ten (10) working days. Both sides will attempt to meet requests that require additional queries or analysis within twenty (20) working days.

IV. Miscellaneous Provisions

A. The City hereby agrees to release to Contractor all reports, conclusions, recommendations, etc. based on its analysis of this data prior to the time and in the same manner that such data is given to any third party. All reports, conclusions, recommendations, etc. based on the City's analysis will not be publicly released without review by Contractor.

B. Assignability. The Contractor will not assign any interest in the DSA and shall not transfer any interest in the same without prior written consent of the City. Notwithstanding the foregoing, Contractor may assign all interests to any successor or acquirer of all or substantially all of Contractor's business.

C. Modification of DSA. No alteration, variation or modification of any term or provision of this DSA shall be valid unless made in writing and signed by the parties hereto, and, no

oral understanding of any agreement of any kind or nature whatsoever not incorporated herein shall be binding on any of the parties hereto.

D. **Indemnification.** Contractor's limited indemnification of City hereunder shall be governed by Sections 11 and 14 of the Agreement. ·

E. **Independent Contractor.** The Contractor and its employees and agents are independent contractors with respect to the performance of any obligation hereunder or connected herewith and are not employees or agents of the City.

F. **Jurisdiction.** The undersigned Contractor does further hereby consent and yield to the jurisdiction of the State Civil Courts of the Parish of Orleans and does hereby formally waive any pleas of jurisdiction on account of the residence elsewhere of the undersigned Contractor.

G. The parties acknowledge and agree that Contractor is donating the services described herein to the City, and that the City shall incur no direct costs therefore. Moreover, this Agreement shall not be amended or expanded in any way that obligates the City to incur any costs for any services provided by the Contractor hereunder.

The parties further acknowledge and agree that the City is subject to applicable laws and policies regarding the procurement of professional services by competitive selection, including without limitation, the Home Rule Charter of the City of New Orleans, and Executive Order MJL 10-05. Accordingly, the services provided in this DSA shall not in any way be construed to provide a guarantee or preferential standing to Contractor in connection with any subsequent procurement or solicitation by the City for the same or similar services, or for any work beyond the scope of this DSA.

This DSA shall be non-exclusive. Accordingly, Contractor shall be free to provide services to other clients, and the City shall be free to engage the services of other consultants for the same or similar services.

V. Term: The term of this DSA is for two (2) years from February 23, 2012 to February 22, 2014.
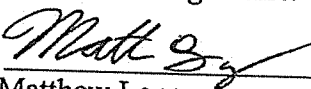
VI. Modification and Termination:

A. This DSA may be modified only in writing by mutual written consent of Contractor and the City.

B. This DSA may be terminated, at any time, upon mutual written agreement between the parties, or by either party upon 30 days written to the other party to this agreement.

VII. Notices. Any notices required to be given pursuant to this CEA shall be given in writing and shall be mailed to the parties hereto at the addresses of each of the parties, as follows:

Matthew Long **Legal Counsel** **Palantir Technologies Inc.** 100 Hamilton Ave. Suite 300 Palo Alto, CA 94301	Allen Square Deputy Chief Information Officer for Technology and Innovation City of New Orleans

     IN WITNESS WHEREOF, the Parties hereto have caused this Agreement for data sharing to be executed by their duly authorized representatives as of the day and year first above written.

Palantir Technologies Inc.

By: _Matthew Long_ (signature)
    Matthew Long

Title: Legal Counsel

Date:

City of New Orleans

By: _____ (signature)
    Mitchell J. Landrieu   2/27/12

Title: Mayor of New Orleans

Date:

FORM AND LEGALITY APPROVED:
Law Department

By: _____ (signature)
Printed Name: _____