

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 32	
2. CONTRACT (Proc. Inst. Ident.) NO. W15QKN-17-9-1029		3. EFFECTIVE DATE 26 Sep 2017		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. U17GRW011ANG01			
5. ISSUED BY US ARMY CONTRACT NG COMMAND PHIPPS ROAD PICAT NNY NJ 07806-5000		CODE W15QKN		6. ADMINISTERED BY (If other than Item 5) See Item 5			
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) PALANT R USG, NC. 635 WAVERLEY ST PALO ALTO CA 94301-2550				8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
				10. SUBMIT INVOICES 2 (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM	
CODE 51W88		FACILITY CODE					
11. SHIP TO/MARK FOR See Schedule		CODE		12. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER WEST DFAS-COMWEST ENTITLEMENT OPERATIONS P.O. BOX 182381 FAX: 877-749-4843 COLUMBUS OH 43218-2381		CODE HQ0339	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()				14. ACCOUNTING AND APPROPRIATION DATA See Schedule			
15A. ITEM NO.	15B. SUPPLIES/ SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
SEE SCHEDULE							
15G. TOTAL AMOUNT OF CONTRACT \$500,000.00							
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE							
17 [X] CONTRACTOR'S NEGOTIATED AGREEMENT Contractor is required to sign this document and return 1 copies to issuing office. Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein (Attachments are listed herein)				18 [] SEALED-BID AWARD (Contractor is not required to sign this document) Your bid on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract)			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER (b) (6)			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED	
BY _____ (Signature of person authorized to sign)				BY (b) (6) _____ (Signature of Contracting Officer)		26-Sep-2017	

[illegible][illegible]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Lot	(b) (4)	

Milestone 3

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CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	(b) (4)

Milestone 4

FFP

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Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government

Section F - Deliveries or Performance

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ACCOUNTING AND APPROPRIATION DATA

(b) (4) [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

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TERMS AND CONDITIONS

AGREEMENT BETWEEN

UNITED STATES ARMY CONTRACTING COMMAND – NEW JERSEY
PICATINNY ARSENAL, NJ 07806-5000

AND

PALANTIR USG, INC.
635 WAVERLY STREET
PALO ALTO, CA 94301

Agreement No.: W15QKN-17-9-1029

(b) (4)

Authority: 10 U.S.C. § 2371b, Section 815 of the 2016 National Defense Authorization Act, P.L. 114-92

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ARTICLE I: SCOPE OF THE AGREEMENT**A. Background**

This Other Transaction Agreement (OTA) is awarded based upon the prototype project proposed by Palantir USG, Inc., hereinafter referred to as “The Company” in response to the Defense Innovation Unit – Experimental (DIUx) Commercial Solutions Offering (CSO). The principle purpose of this OTA will be demonstrate to the United States Air Force (USAF) the utility of the *Gotham* data management platform to address supply chain risk and management issues that have potential to impact USAF supply chain pipelines.

B. Definitions

“Agreement” or “OTA” refers to the Other Transaction Agreement, as authorized under 10 U.S.C. 2371b, between the Government and Palantir USG, Inc. Agreement No. W15QKN-17-9-1029.

“Agreements Officer (AO)” is the United States Army Contracting Command – New Jersey Contracting Activity warranted Contracting Officer authorized to sign the final agreement for the Government.

“Agreements Officer’s Representative (AOR)” is the individual designated by the Government on a per project basis to monitor all technical aspects; the AOR shall only assist in agreement administration of the specific project to the extent expressly delegated such administration authority in writing in the Project Agreement by the responsible Agreements Officer.

“Contracting Activity” means an element of an agency designated by the agency head and delegated broad authority regarding acquisition functions. It also means elements or another agency designated by the director of a defense agency which has been delegated contracting authority through its agency charter.

“Date of Completion” is the date on which all work is completed or the date on which the period of performance ends.

“Development” means the systematic use, under whatever name, of scientific and technical knowledge in the design, development, test, or evaluation of an existing or potential new technology, product or service (or of an improvement in an existing technology, product or service) for the purpose of meeting specific performance requirements or objectives. Development includes the research functions of design engineering, prototyping, and engineering testing.

“Effective Date” means the date when this Agreement is signed and executed by the Agreements Officer for the Government.

“Government” means the U.S. Government.

“Government Fiscal Year” means the period commencing on October 1 and ending September 30 of the following calendar year.

“Milestone” means a scheduled event signifying the completion of a major deliverable or a set of related deliverables as identified in the Statement of Work

“Other Transactions Agreement (OTA)” is the term commonly used to refer to the 10 USC 2371b authority to enter into transactions other than contracts, grants or cooperative agreements. The Department of Defense (DoD) currently has authority to make awards that are directly relevant to enhancing the mission effectiveness of military personnel and the supporting platforms, systems, components, or materials proposed to be acquired or developed by the Department of Defense, or to improvement of platforms, systems, components, or materials in use by the armed forces. OTAs are acquisition instruments that generally, are not subject to the federal laws and regulations governing procurement (FAR based) contracts. As such, they are not required to comply with the Federal Acquisition Regulation (FAR), its supplements (i.e. DFARS) or laws that are limited in applicability to procurement contracts.

“Parties” means Government and the COMPANY by its authorized agent where collectively identified and “Party” where each entity is individually identified.

“Payable Milestone” means that once a milestone has been met (see definition of “milestone”), the Government can approve payment to the COMPANY of a predetermined dollar amount in relation to performance of a particular project under the Other Transaction Agreement.

“Program” means the overall effort to be funded by the Agreement, which is described in the Statement of Work appended to this Agreement in Article I(C).

“Product” means COMPANY proprietary commercial software product(s) specified in the Agreement or provided in connection with this Agreement, and any helpers, extensions, plug-ins, and add-ons, in any format, including any improvements, modifications, derivative works, patches, updates, and upgrades thereto that COMPANY provides to Government in connection with this Agreement.

“Signatory Authority” refers to the individual that has the authority to legally bind a party to an agreement.

C. Scope

Statement of Work for Supply Chain Visualization and Analytics

1.0 Background

The government lacks visibility into the vast amount of public, private, and open-source data associated with its global supply chain. Currently, the government uses more than 300 legacy data systems to support its operations, often relying on manual workarounds to bridge disparate data structures and sources. As a result, when its supply chain is disrupted, the government is often unaware for hours, days, or even weeks after, and lacks rapid access to the information and analytical tools it needs to effectively respond. This deficiency to make timely, authoritative logistical decisions to support operations around the world creates serious but avoidable risks to personnel and the mission.

The government needs innovative business intelligence solutions to identify the resources required to support multiple theaters and organizations around the world, and to manage the accompanying logistics constraints (including supply chain and distribution). This logistics common operating picture (LOG COP) will need to access and move structured and unstructured data seamlessly across classified and unclassified nodes. Additionally, the data will need to be stored in a secure cloud environment. Ultimately, a solution that meets these requirements will empower commanders to simultaneously access advanced analytical and reporting tools to effectively coordinate and manage resources across the government’s global operations.

2.0 Pilot Objectives

This pilot will be rolled out to four locations and run over a timeline of six months, including 120 days of access to the Palantir Gotham software. The 120-day test period will commence upon completion of the Initial Project Work phase as described in Section 3.8.1.

The pilot will integrate data from government-identified sources and unstructured open sources into the LOG COP. The LOG COP will be implemented on SIPRNeT for the pilot, with hardware provided by the Contractor and hosted at Tinker Air Force Base, Oklahoma. The initial pilot will also minimally demonstrate the ability to integrate unclassified and classified data into the SIPRNeT environment. Classified/SIPRNeT Data Source Program Managers may require vendor to demonstrate their ability to access sources on NIPRNeT prior to providing access to SIPRNeT cloud environment. Specific data sources are listed in Section 9.3.

The LOG COP will provide total asset visibility, predictive analysis, and comprehensive, timely, and accurate information to anticipate demand, assess logistics feasibility, and support course of action (COA) development. During initial kickoff and project scoping exercises, government and Contractor stakeholders will agree on specific areas of focus, which are anticipated to be aircraft and engine supply chain issues.

2.1 User Base

Air Force Sustainment Center (AFSC) will be the primary operational sponsor of the pilot. The Contractor will also have access to operational users at Hickam, Scott, Tinker, and Langley Air Force Bases to participate in planning, product feedback, and training efforts. Users may also be located in units supporting Headquarters Pacific Air Forces (HQ PACAF). See Section 7.0 Places of Performance for additional details.

2.2 Project Governance

Project Staffing

The government and the Contractor will convene a group of key project stakeholders to meet regularly to govern, assess, and align pilot progress.

Government representation shall consist of the following:

ROLE	RESPONSIBILITIES
Senior Project Lead/Agreements Office Rep	Identify initial program office stakeholders Provide sponsorship and continued engagement to ensure effective implementation and access to key resources, such as data sources, experts, and users Review project progress with the Contractor Project Lead
Technical Lead	Partner with the Contractor Project Team to obtain necessary approvals Provide the Contractor Project Team with access to the required data sources and data dictionaries (when available) Help the Contractor Project Team resolve technical issues, such as access, workstation updates, etc.
Subject Matter Experts	Work with the Contractor Project Team on data modeling and to clearly define workflows Provide feedback to the Contractor Project Team

The Contractor Project Team will consist of the following:

ROLE	RESPONSIBILITIES
Project Lead	Primary point of contact Ensure team is aligned on key outcomes Communicate status of the project to government stakeholders on a pre-determined schedule for the duration of the pilot
Forward Deployed Engineer	Integrate data into the environment Implement and deploy workflows Configure the software
Deployment Strategist	Work with users to appropriately model data Create workflows Work with subject matter experts to identify appropriate datasets

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3.0 Technical Requirements

- 3.1 **Software Licenses:** Contractor shall provide Palantir commercial term licenses for this pilot, no later than thirty (30) days after government accreditation of the Palantir Gotham platform (Ref. Appendix A). Licenses will be available to the government for a period of 120 days.
- 3.2 **Software Configuration:** The Palantir environments shall be configured specific to the workflows, objective, and outcomes of the Pilot. The Project Team shall configure Palantir for:
 - 3.2.1 **Integration and management of equipment, supply, and operations data.** The Contractor shall integrate disparate data sets (see 9.3) from the government's authorized systems into a common platform. Administrators and advanced users shall be able to monitor, analyze and transform data as it is added to the platform, with access to advanced analytics.
 - 3.2.2 **Enterprise Readiness & Total Asset Visibility.** Once data has been integrated and synchronized, the platform shall be configured to enable users to investigate and analyze consolidated logistics data with intuitive analysis tools. Users shall be able to interact with and manipulate massive-scale datasets without having to manually export, join, or otherwise manipulate the data. Users shall be able to assess global supply levels, perform trend analysis, and identify instances of over- or under-supply.
 - 3.2.3 **Logistics COA Development.** The platform shall be configured to enable logistics personnel to conduct rapid COA development and refinement, taking into account current and future operational needs. Users shall be able to seamlessly collaborate on COA development with supporting personnel, as well as brief finalized COAs to decision-makers, either directly from within the platform or by exporting data and analysis to a variety of open formats and/or industry formats, including CSV, Excel, Powerpoint or KML/KMZ.
- 3.3 **Installation & Hosting:**
 - 3.3.1 Contractor shall deploy two (2) Palantir environments: staging and production on SIPRNeT. The staging environment mirrors the production environment and is used to test and verify data integrations and software configurations. A NIPRNeT presence will also be required to pull data from NIPRNeT data sources and to push to SIPRNeT.
 - 3.3.2 The Palantir platform shall be deployed on commodity hardware hosted at Tinker Air Force Base, Oklahoma.
- 3.4 **Data Integration:** The pilot shall focus on SIPRNeT-based data sources, with NIPRNeT/Unclassified data being integrated contingent with Data Transfer Officer authority and/or access to an existing cross-domain solution.
- 3.5 **Training:** The Contractor shall travel to deployment and integration sites, as necessary, to conduct training, integration, and maintenance activities.
- 3.6 **Reporting & Documentation**
 - 3.6.1 The Contractor shall provide documentation for use, maintenance, and administration of the solution.
 - 3.6.2 The Contractor shall provide a preliminary project plan and integration technical report no later than 30 days after award. This report shall detail configuration, if any, on the Contractor's platform in order to produce a commercially viable and deployable platform. The report shall also detail what actions are necessary for the Contractor and the government in order to integrate and deploy the platform for use by the government.
 - 3.6.3 The Contractor shall provide status updates to the project sponsors on a bi-weekly basis. The report shall detail the status of integration and deployment activities, noting progress on or changes to the preliminary project plan. Details shall include analysis of mission fit, user feedback, and recent/upcoming training events.
 - 3.6.4 The Contractor shall provide a final report at the end of Phase II. Report shall detail mission fit, user feedback, and letters and testimonials. Report shall also include a

summary of user activity broken down by location, ideal use cases, and samples of completed work.

3.7 Additional Technical Capabilities are listed in Appendix A.

3.8 *Pilot Phases*

3.8.1 *Phase 0: Initial Project Work (Two Months)*

Initial Project Work shall begin immediately following the Agreement award. Government and Contractor representatives will discuss relevant project data, data access, users, and workflows. During the Initial Project Work Period, the Contractor shall deliver the necessary hardware at the government-specified data center location within 60 days of agreement award. The government shall provide the Contractor with network access to SIPRNeT and NIPRNeT (including accreditation steps included in Appendix A, Section 1.4.6); recurring, programmatic access to Priority Data Sources, as listed in GFE Section 9.3; DTO authority and/or access to an Air Force-approved Cross Domain Solution (CDS); and the required badging and access to government within 60 days of Agreement award.

3.8.2 *Phase I: Integration Period (One Month)*

The Integration Period begins after the Contractor has installed the necessary hardware and software and received all Government accreditation, network access, and data access required by Section 3.8.1. The Contractor shall complete integrations of Priority Data Sources, as listed in GFE Section 9.3. SIPRNeT-based data sources shall be ingested at an automated, recurring basis. NIPRNeT-based data sources shall be ingested on a weekly-basis through the DTO process, or at an automated, recurring basis if CDS access is approved. Integrated data sources shall be available for search, discovery, and analysis using out-of-the-box platform capabilities. This period also involves data discovery, workflow discussions, implementation, and configuration of the Contractor's commercial platform.

3.8.3 *Phase II: Principal Period (Three Months)*

The Principal period will include bi-weekly collaborative configuration sprints with government users to refine workflows, the continued integration of additional data sources relevant to the LOG COP, and regular check-ins with Pilot sponsors. During the Principal period, the Contractor shall also configure the platform to address a minimum of three product configurations/analytical views to match specific government workflows requirements. The Contractor shall also hold User Training and Feedback sessions with relevant stakeholders. The Principal Period shall also cover pilot evaluation activities, during which the government and the Contractor will jointly assess the impact of the Pilot, and set up briefings or demonstrations with executive sponsors from the government. Executive sponsor briefings, to potentially include the HAF/A4; Commander, Air Force Sustainment Center; and Commander, Pacific Air Forces, will be required to ensure alignment of the platform to current and future government goals. The Contractor shall continue to integrate the secondary data sources throughout the Principal Period (Ref. 9.3.4).

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Contractor personnel shall also conduct classified and unclassified work in Contractor facilities to include, but not limited to, Mountain View, CA, and Washington, D.C.

Work may be performed at additional locations based on government user requirements.

8.0 Security

In order to perform the work, this effort will require the company to have access to government facilities up to the secret level. Access to military installations and facilities may require a government escort. The government will provide a DD254 to detail the type and level of access required for the company to perform the aforementioned work. The Contractor shall provide cleared personnel to perform the aforementioned work on the Contractor's behalf.

9.0 Government Furnished Equipment (GFE) and Support

The government will provide the following equipment and support during the Initial Project Work, and will continue to provide the same throughout the POP:

- 9.2 **Installation Access and Badging:** The government will secure Contractor pilot personnel with all necessary badging, including issuing of Common Access Cards (CAC). Due no later than 60 days after award date.
- 9.3 **Data Access:** Due no later than 60 days after award date, the government will secure access and authorizations for the following Priority Data Sources:
 - 9.3.1 Logistics Information Mission Support-Enterprise View (LIMS-EV)
 - 9.3.2 Deliberate Crisis Action Planning & Execution Segment/Logistics Feasibility Assessment Capability (DCAPES/LOGFAC)
 - 9.3.3 Geospatial Information Systems (GIS)
 - 9.3.4 Secondary Data Sources:
 - 9.3.4.1 Integrated Data Environment (IDE) / Global Transportation Network (GTN) Convergence (IGC)
 - 9.3.4.2 Weapon Systems Management Information System/Requirements Availability Execution Module (WSMIS)
- 9.4 **Network Access:** The government will provide access to the network environment, including remote access from contractor's secure locations, and any required SIPRNeT tokens during the Initial Project Work. The government will also approve use of a data collection/ingestion agent installed on the government's network to coordinate ingestion from upstream data sources, which may hold data source credentials provided by the government. Due no later than 60 days after award date.
- 9.5 **On-Site Space:** The government will provide the Contractor Project Team with access to working space, as required, for initial setup, training, and maintenance. Contractor Project Team will have access to project site locations.
- 9.6 **Data Transfer Officer:** The government will certify a Contractor representative as a Data Transfer Officer (DTO) for the pilot to ensure the Contractor can transfer data from NIPRNeT to SIPRNeT in a timely manner, or will provide access to an existing DTO within the government. Due no later than 60 days after award date.

Appendix A: Platform Capabilities

The following are minimum capabilities that will be demonstrated by the contractor's platform:

- 1.1 Data Integration
 - 1.1 The Contractor shall deliver a commercial data management platform that acquires data from numerous authoritative data sources in an automated manner that minimizes or

- eliminates the requirement for manual intervention during data acquisition and enables information management.
- 1.2 The platform will be capable of integrating data from unclassified data sources into a SIPR-hosted platform.
- 1.3 Data-agnostic data integration, including structured, unstructured, and semi-structured data integration capabilities at terabyte scale
- 1.4 Data resynchronization mechanisms to stay in sync with changing data sources and push any changes to the main repository
- 1.5 Graphical interfaces for importing and structuring small data sources, such as an Excel spreadsheet, through the front-end user interface with “drag and drop” functionality
- 1.6 Data “pull” jobs through a RESTful web API or direct connections that refresh data and can be run manually or on a schedule
- 1.7 Data “push” jobs through JDBC/ODBC drivers that provide automatic updates of data
- 1.8 The Contractor shall perform necessary integration with DOD, supplier, and carrier systems to meet the DOD requirement.
- 1.9 The Contractor shall provide management of information (integrated and stored data) to enable user to rapidly develop COA recommendations.
- 1.10 Government will approve use of a data collection/ingestion agent installed the government’s network to coordinate ingestion from upstream data sources, which may hold data source credentials provided by the Government.
- 1.2 Flexibility and Extensibility
 - 1.1 Use of open and non-proprietary data and file formats for easy export and accessibility to other software systems. Export formats include Microsoft Office (.ppt, .doc, .xls), HTML, CSV, ArcGIS (.shp), Google Earth (kmz and kml), and XML
 - 1.2 Designed with cross-platform programming languages, including Java and HTML5, for operation on any platform
 - 1.3 Public and open application programming interfaces (APIs) for extensibility and interfacing with other software products (e.g., legacy programs of record, specialized analytical software, entity extractors, natural language processing toolkits, and web services)
- 1.3 Analytics and Visualization
 - 1.1 The Contractor shall deliver a solution that presents a broad and immediate awareness of actual or predicted perturbations in the supply chain to enable the DOD and AF to contain, mitigate, and repair the consequences.
 - 1.2 The Contractor shall deliver a configurable solution (user-defined operating picture (UDOP)) which integrates, analyzes, and visualizes information from multiple disparate data sources, both private and public.
 - 1.3 The Contractor shall provide real-time awareness of combat support and logistics resources to multiple locations and echelons simultaneously.
 - 1.4 The Contractor shall provide a web-based solution that enables access and/or launching through a modern web browser, such as Google Chrome or Mozilla Firefox.
 - 1.5 The Contractor shall deliver a solution that presents information in ways that is immediately understandable and actionable to users other than data scientists, including:
 - 1.1 Spreadsheet editor with live collaboration, data validation, and integration with the platform intended to capture hand-edited, continually-updated data, making it available to additional products.
 - 1.2 Interactive, top-down, large-scale data exploration application to allow non-technical users to iteratively explore massive-scale data in a top-down, point-and-click application and filter billions of pieces of data into a digestible set of useful information.
 - 1.3 Web application framework that allows analysts and business users to create applications and dashboards that are dynamically linked to the underlying data
- 1.4 Security and Infrastructure

- 1.1 Role-based access controls that are assignable to individual users or groups of users and are stored in lists, which can be updated at any time
- 1.2 Specific degrees of access assignable to individual users and including a number of permissions (ownership, write, read, discovery, and no access)
- 1.3 Multi-source authentication (e.g., enterprise LDAP, PKI, Active Directory, etc.) as well as Single Sign-On (SSO) capabilities
- 1.4 Data encryption at rest via compliant mechanisms (e.g., full disk encryption, Kerberos)
- 1.5 SSL/TLS encryption of data in transit from client-to-server or server-to-server
- 1.6 The Contractor shall provide a solution that either:
 - 1.1 Meets DOD Risk Management Framework (RMF) accreditation requirements and has an authority to operate (ATO) on DOD NIPRNET and SIPRNET, or
 - 1.2 Achieves an entry on the Air Force/Enterprise/Approved Products Listing (AF/EAPL) and is permitted to be installed and operate on DOD NIPRNET and SIPRNET; or
 - 1.3 Can achieve an Interim Authority to Operate (IATO) on DOD NIPRNET and SIPRNET for the duration of the pilot effort.
- 1.7 The Contractor shall also host the solution on commodity hardware located within an AF-approved data center.
- 1.8 The Contractor shall provide a solution capable of delivering integrated classified and unclassified content to SIPRNET users.
- 1.9 The Contractor shall provide secure collaboration across the logistics enterprise between organizations, teams, and role based users.
- 1.5 The Contractor shall deliver capability and product improvements in phases using automated push updates with minimal interruption to user access and workflows.

ARTICLE II: TERM & LICENSE GRANT

A. The Term of this Agreement

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[REDACTED]

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B. Grant of Limited License & Ownership

Subject to Government's continued and full compliance with all of the terms and conditions of this Agreement, the COMPANY hereby grants to Government a non-transferable, non-exclusive, limited license, without any right to sublicense, during the Term, to install, execute and use the Products solely for its internal purposes, and only (i) in accordance with the technical specification documentation provided to Government by COMPANY with regard to the Products ("Documentation") and (ii) in accordance with the scope outlined in Article I.C.

Except for the limited license rights expressly provided herein, COMPANY retains all rights, title and interest in and to the Products, Documentation and any other related documentation or materials provided by COMPANY hereunder (including, without limitation, all patent, copyright, trademark, trade secret and other intellectual or industrial property rights embodied in any of the foregoing). Government 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 Government under this Agreement. Government will maintain the copyright notice and any other notices or product identifications that appear on or in any Products and any associated media.

Government 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), except that Government may make a reasonable number of copies of the Products and/or Documentation solely for backup, archival or disaster recovery purposes; (v) allow the transfer, transmission, export, or re-export of any Product (or any portion thereof) or any COMPANY technical data; or (vii) perform benchmark tests without the prior written consent of COMPANY (any results of such permitted benchmark testing shall be deemed Confidential Information of COMPANY). Notwithstanding these restrictions, nothing shall prevent Customer from development of software that interfaces with COMPANY'S public APIs. Notwithstanding the foregoing, or any statement to the contrary herein, portions of the Product may be provided with notices and open source licenses from such communities and third parties that govern the use of those portions, and any licenses granted hereunder do not alter any rights and obligations Government 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.

C. Early Termination of Agreement Provision

1. Subject to a reasonable determination that the program, or a project funded under the program, will not produce beneficial results commensurate with the expenditure of resources, the Government may terminate performance of work under this OTA, in whole or in part, if the AO determines that a termination is in the Government's interest. The AO shall terminate by delivering to the COMPANY a Notice of Termination specifying the extent of termination and the effective date.

After receipt of a Notice of Termination, and except as directed by the AO, the COMPANY shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due:

- (1) Stop work and direct its subcontractors/vendors/suppliers/partners to stop work as specified in the notice.
- (2) Place no further orders for materials, services, or facilities, except as necessary to complete the continued portion of the OTA.
- (3) Terminate all orders to the extent they relate to the work terminated.
- (4) Assign to the Government, as directed by the AO, all right, title, and interest of the COMPANY under the orders terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
- (5) With approval or ratification to the extent required by the AO, settle all outstanding liabilities and termination settlement proposals arising from the termination of orders; the approval or ratification will be final for purposes of this clause.
- (6) As directed by the AO, transfer title to the following, where applicable, and deliver to the Government -
 - (i) The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and
 - (ii) The completed or partially completed plans, drawings, information, and other property that, if the order had been completed, would have been required to be furnished to the Government.

(7) Complete performance of any work not terminated, if applicable.

(8) Take any action that may be necessary, or that the AO may direct, for the protection and preservation of the property related to this project that is in the possession of the COMPANY and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the AO, any property of the types referred to under Article II.B. Termination Provisions, (6)(i) and (ii).

The proceeds of any transfer or disposition of project property will be applied to reduce any payments to be made by the Government under this Agreement, including credited to the price or cost of the work, or paid in any other manner directed by the AO.

In the event of a termination of this Agreement, the Government shall have patent rights as described in Article IX, Patent Rights, and rights in Data as described in Article VIII, Data Rights. Failure of the Parties to agree to an equitable adjustment shall be resolved pursuant to Article V, Disputes.

Nothing in this section shall be construed as a limitation of the rights of either party in the event of a breach of contract or default by the other party.

D. Stop Work Clause

As directed by the AO, the COMPANY shall stop all, or any part, of the work called for under this Agreement for a period of 90 days after the written order is delivered, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this Article. Upon receipt of the order, the COMPANY shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered, or within any extension of that period to which the parties shall have agreed, the AO shall either:

- (a) Cancel the stop-work order; or
- (b) Terminate the work covered this Agreement.

If a stop work order issued under this clause is canceled, the COMPANY shall resume work. The Government shall make an equitable adjustment in the delivery schedule or negotiated price, or both, and the Government's share of this Agreement shall be modified, in writing, accordingly, if—

- (1) The stop-work order results in an increase in the time required for, or in the cost properly allocable to, the performance of any part of this Agreement; and
- (2) The COMPANY asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Government decides the facts justify the action, the Government may receive and act upon a proposal submitted at any time before final payment under this Agreement.

ARTICLE III: AGREEMENT ADMINISTRATION

Unless otherwise provided in this Agreement, approvals permitted or required to be made by the ACC-NJ Contracting Activity may be made only by the ACC-NJ Contracting Activity Agreements Officer. Administrative and contractual matters under this Agreement shall be referred to the following representatives of the parties:

ACC-NJ:

(b) (6)

(b) (6)
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

AOR:

(b) (6)
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Each party may change its representatives named in this Article by written notification to the other party.

Cognizant Defense Contract Management Agency Office:

DCMA STOCKTON
3247 WEST MARCH LANE
SUITE 300
STOCKTON, CA 95219
Phone: 209-242-7467
FAX: 209-242-7585
DSN: 462-7014
(b) (6)

Cognizant Defense Finance and Accounting Service Office:

DFAS - COLUMBUS CENTER (DoDAAC: HQ0339)
WEST ENTITLEMENT OPERATIONS
P O BOX 182317
COLUMBUS, OH 43218-2317
Phone: 800-756-4571
FAX: 877-749-4843

ARTICLE IV: OBLIGATION AND PAYMENT

A. Obligation: Except as specified in Article V: Disputes, the Government's liability to make payments to the COMPANY is limited only to those funds obligated under this Agreement or by modification to the Agreement. The ACC-NJ Contracting Activity may incrementally fund this Agreement. If modification becomes necessary in performance of this Agreement, pursuant to Article IV of this Agreement, the AO and the COMPANY shall establish and execute a mutually agreed to revised Schedule of Payable Milestones consistent with the current Statement of Work.

B. Project Payments: Milestone payments shall be made in accordance with the Milestone Payment Schedule in Article I (C) of this agreement.

C. Reserved.

D. Reserved.

E. Payable Milestones: The COMPANY shall submit invoices for processing according to the milestone payment schedule via the Invoice, Receipt, Acceptance, and Property Transfer (iRAPT) application of the Wide Area Work Flow (WAWF) system, according to the guidelines set forth below. Payments will be made by Defense Finance and Accounting Service, DFAS - COLUMBUS CENTER (DoDAAC: HQ0339) WEST ENTITLEMENT OPERATIONS.

1. The WAWF system is the method to electronically process vendor payment requests and receiving reports. To access WAWF, the COMPANY shall have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site. The COMPANY shall follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

2. The COMPANY shall submit a Combo request through WAWF utilizing the following Routing Data to fill in the applicable fields in WAWF when creating payment requests in the system.

Routing Data Table

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0339
Issue By DoDAAC	W15QKN
Admin DoDAAC	W15QKN
Inspect By DoDAAC	W15BW9
Accept at Other DoDAAC	W15BW9

3. All payment requests shall include an invoice (contractor’s format is acceptable) to include at a minimum, invoice number, milestone payment number and contract number. Note, all invoices shall be for exact payment amount as referenced in Section B of the Agreement. Partial milestones shall not be submitted.

4. The COMPANY shall include the following WAWF email notifications when submitting invoices to assure payment approval:

(b) (6) [REDACTED]
[REDACTED]
[REDACTED]

5. For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

F. Electronic Fund Transfer: COMPANY must be enrolled in EFT by contacting the paying office designated in the Agreement and requesting Form SF 3881, Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Plan. This form must be completed by the COMPANY and the COMPANY’s financial institution, and returned to the paying office. The paying office will complete the process and notify the COMPANY that EFT enrollment is complete. All payments under this agreement will be held until the COMPANY provides the required EFT enrollment information.. The CAGE Code and DUNS number for the COMPANY are as follows: CAGE Code: 51W88; DUNS number: 825284321. Registration in the System Award for Management (SAM) is mandatory.

G. Limitation of Funds: Except as set forth in Article V, the Government’s financial liability will not exceed the amount obligated under this Agreement and available for payment.

H. Financial Records and Reports: The COMPANY shall maintain adequate records to account for Federal funds received under this Agreement and shall maintain adequate records to account for COMPANY Project Agreement funding provided under this Agreement, should cost sharing procedures be implemented for funding a particular project. COMPANY relevant financial records are subject to examination or audit on behalf of the ACC-NJ Contracting Activity by the Government for a period not to exceed three (3) years after expiration of the term of the Agreement. The AO or designee shall have direct access to sufficient records and information of the, COMPANY to ensure full accountability for all funding under this Agreement. Such audit, examination or access shall be performed during business hours on business days upon prior written notice and shall be subject to the security requirements of the audited party. Any audit required during the course of the program may be conducted by the Government using Government auditors or, at the request of COMPANY's external CPA accounting firm at the expense of the COMPANY

ARTICLE V: DISPUTES

A. General

The Parties shall communicate with one another in good faith and in a timely and cooperative manner when raising issues under this Article.

B. Dispute Resolution Procedures

Any disagreement, claim or dispute between the ACC-NJ and the COMPANY concerning questions of fact or law arising from or in connection with this Agreement, and, whether or not involving an alleged breach of this Agreement, may be raised only under this Article.

Whenever disputes, disagreements, or misunderstandings arise, the Parties shall attempt to resolve the issue(s) involved by discussion and mutual agreement as soon as practicable. In no event shall a dispute, disagreement or misunderstanding which arose more than three (3) months prior to the notification made under this article constitute the basis for relief under this article unless the Chief of the Contracting Office, ACC-NJ in the interest of justice waives this requirement.

Failing resolution by mutual agreement, the aggrieved Party shall document the dispute, disagreement, or misunderstanding by notifying the other Party through the cognizant AO in writing documenting the relevant facts, identifying unresolved issues, specifying the clarification or remedy sought, and documenting the rationale as to why the clarification/remedy is appropriate. Within ten (10) working days after providing notice to the other Party, the aggrieved Party may, in writing, request a decision by the Chief of the Contracting Office, ACC-NJ. The other Party shall submit a written position on the matter(s) in dispute within thirty (30) calendar days after being notified that a decision has been requested. The Chief of the Contracting Office, ACC-NJ, will conduct a review of the matter(s) in dispute and render a decision in writing within thirty (30) calendar days of receipt of such position. Any such decision is final and binding, unless a Party shall, within thirty (30) calendar days request further review as provided by this article.

If requested within thirty (30) calendar days of the decision by the Chief of the Contracting Office, ACC-NJ, further review will be conducted by the President of the COMPANY Board and the ACC-NJ Director of Contracting. In the event of a decision, or in absence of a decision within sixty (60) calendar days of referral to the President of the COMPANY Board and the ACC-NJ Director of Contracting (or such other period as agreed to by the parties), either party may pursue any right or remedy provided by law. Alternatively, the parties may agree to explore and establish an Alternate Disputes Resolution procedure to resolve this dispute.

C. Limitation of Liability and Damages

In no event shall the liability of the COMPANY exceed the funding received for their performance of this Agreement.

No Party shall be liable to any other Party for consequential, punitive, special and incidental damages or other indirect damages, whether arising in contract (including warranty), tort (whether or not arising from the negligence of a Party) or otherwise, except to the extent such damages are caused by a Party's willful misconduct; Notwithstanding the foregoing, claims for contribution toward third-party injury, damage, or loss are not limited, waived, released, or disclaimed.

ARTICLE VI: CONFIDENTIAL INFORMATION

A. Definitions

"Disclosing Party" means COMPANY, or their subcontractors or suppliers, or the Government who discloses Confidential Information as contemplated by the subsequent Paragraphs.

"Receiving Party" means COMPANY, or their subcontractors or suppliers, or the Government who receives Confidential Information disclosed by a Disclosing Party.

"Confidential Information" means information and materials of a Disclosing Party which are designated as confidential or as a Trade Secret in writing by such Disclosing Party, whether by letter or by use of an appropriate stamp or legend, prior to or at the same time any such information or materials are disclosed by such Disclosing Party to the Receiving Party. Notwithstanding the foregoing, materials and other information which are orally, visually, or electronically disclosed by a Disclosing Party, or are disclosed in writing without an appropriate letter, stamp, or legend, shall constitute Confidential Information or a Trade Secret if such Disclosing Party, within thirty (30) calendar days after such disclosure, delivers to the Receiving Party a written document or documents describing the material or information and indicating that it is confidential or a Trade Secret, provided that any disclosure of information by the Receiving Party prior to receipt of such notice shall not constitute a breach by the Receiving Party of its obligations under this Paragraph. "Confidential Information" includes any information and materials considered a Trade Secret by the COMPANY on its own behalf or on behalf of their subcontractors or suppliers.

"Trade Secret" means all forms and types of financial, business, scientific, technical, economic, or engineering or otherwise proprietary information, including, but not limited to, patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if:

- (a) The owner thereof has taken reasonable measures to keep such information secret; and
- (b) The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by, the public.

B. Exchange of Information: The Government may from time to time disclose Government Confidential Information to the COMPANY and its subcontractors or suppliers, in connection with a particular project, and the COMPANY and its subcontractors or suppliers, may from time to time disclose information that is Trade Secret or Confidential Information to the Government in connection with the OTA or performance thereunder. Neither the Government nor COMPANY or their subcontractors or suppliers shall transfer Confidential Information or Trade Secrets independently developed by the Government or the COMPANY or their subcontractors or suppliers, absent an express written agreement between the Parties providing the terms and conditions for such disclosure. Parties shall promptly notify each other of any actual or suspected misuse or unauthorized disclosure of Trade Secret or Confidential Information.

C. Confidentiality and Authorized Disclosure: The Receiving Party agrees, to the extent permitted by law, that Confidential Information and Trade Secrets shall remain the property of the Disclosing Party (no one shall disclose unless they have the right to do so), and that, unless otherwise agreed to by the Disclosing Party, Confidential Information and Trade Secrets shall not be disclosed, divulged, or otherwise communicated by it to third parties or used by it for any purposes other than in connection with specified project efforts and the licenses granted in Article

IX, Patent Rights, and Article VIII, Data Rights, provided that the duty to protect such “Confidential Information” and “Trade Secrets” shall not extend to materials or information that:

- (a) Are received or become available without restriction to the Receiving Party under a proper, separate agreement,
- (b) Are not identified with a suitable notice or legend per Article entitled "Confidential Information" herein,
- (c) Are lawfully in possession of the Receiving Party without such restriction to the Receiving Party at the time of disclosure thereof as demonstrated by prior written records,
- (d) Are or later become part of the public domain through no fault of the Receiving Party,
- (e) Are received by the Receiving Party from a third party having no obligation of confidentiality to the Disclosing Party that made the disclosure,
- (f) Are developed independently by the Receiving Party without use of Confidential Information or Trade Secrets as evidenced by written records,
- (g) Are required by law or regulation to be disclosed; provided, however, that the Receiving Party has provided written notice to the Disclosing Party promptly so as to enable such Disclosing Party to seek a protective order or otherwise prevent disclosure of such information.

D. Return of Proprietary Information: Upon the request of COMPANY, the Government shall promptly return all copies and other tangible manifestations of the Confidential Information or Trade Secrets disclosed. Upon request by the Government, COMPANY shall promptly return all copies and other tangible manifestations of the Confidential Information disclosed by the Government. As used in this section, tangible manifestations include human readable media as well as magnetic and digital storage media.

E. Term: Except to the extent covered by and subject to other provisions of this Agreement or the specific Project Agreement, the obligations of the Receiving Party under this Article shall continue for a period of five (5) years after the expiration or termination of this Agreement.

The Government and the COMPANY shall flow down the requirements of this Article VI to their respective personnel, agents, partners, and team members receiving such Confidential Information or Trade Secrets under this OTA

ARTICLE VII: PUBLICATION AND ACADEMIC RIGHTS

A. Use of Information: Subject to the provisions of Article VI, Confidential Information, and Article VII, Publication and Academic Rights at paragraph 9.2, the COMPANY and the Government shall have the right to publish or otherwise disclose information and/or data developed by the Government and/or the respective COMPANY under this Agreement. The COMPANY and the Government (and its employees) shall include an appropriate acknowledgement of the sponsorship of the Research Projects by the Government and the COMPANY in such publication or disclosure. The Parties shall have only the right to use, disclose, and exploit any such data and Confidential Information or Trade Secrets in accordance with the rights held by them pursuant to this Agreement. Notwithstanding the above, the Parties shall not be deemed authorized by this paragraph 9.1, alone, to disclose any Confidential Information or Trade Secrets of the Government or the COMPANY.

B. Classified Research Projects: If a release of Confidential Information or Trade Secrets is for a classified Research Project, the provisions of the DoD Security Agreement (DD Form 441), Certificate Pertaining to Foreign Interests (SF 328), and the DoD Contract Security Classification Specification (DD Form 254) apply. The Government will be responsible for the completion of the DD Form 254. The COMPANY member must complete the DD Form 441

and SF 328 and provide them to the Government through for review by the proper Government representatives, the Industrial Security Representative at the cognizant Defense Security Service (DSS) office for DD Form 441 and SF 328 and the VRA's local Security office for the DD Form 254.

C. Review or Approval of Technical Information for Public Release.

(a) At least 30 days prior to the scheduled release date, COMPANY shall submit to the AO two copies of the information to be released along with Clearance of Technical Information for Public Release Form INME-PIC-IM Form 3002, 1 MAR 2011, who will route the information to the AOR and other appropriate parties for review and approval.

The AOR is hereby designated as the approval authority for the AO for such releases.

(b) Where the COMPANY has Academic Research Institutions performing fundamental research on campus, the COMPANY shall require the same to provide papers and publications for provision to the AOR, through the AO, for review and comment 30 days prior to formal paper/publication submission. However, if that Academic Research Institution incorporates into its research results or publications artifacts produced by and provided to these institutions by the COMPANY on behalf of other non-educational institutions or has authors listed on the paper who are not employees or students of the Academic Research Institution then the procedures in PARAGRAPH (a) ABOVE must be followed.

(c) Parties to this Agreement are responsible for assuring that an acknowledgment of government support will appear in any publication of any material based on or developed under this OTA, using the following acknowledgement terms:

“Effort sponsored by the U.S. Government under Other Transaction number W15QKN-17-9-1029 between the Palantir USG, Inc. and the Government. The U.S. Government is authorized to reproduce and distribute reprints for Governmental purposes notwithstanding any copyright notation thereon.”

(d) Parties to this Agreement are also responsible for assuring that every publication of material based on or developed under this project contains the following disclaimer:

“The views and conclusions contained herein are those of the authors and should not be interpreted as necessarily representing the official policies or endorsements, either expressed or implied, of the U.S. Government.”

The COMPANY shall flow down these requirements to its partners and team members, at all tiers.

ARTICLE VIII: DATA RIGHTS

A. Definitions

“Commercial Computer Software” as used in the Article is defined in DFARS 252-227-7014(a)(1) (Jun 1995).

“Commercial Computer Software License” means the license terms under which Commercial Computer Software is sold or offered for sale, lease or license to the general public.

“Computer Data Base” as used in this Agreement, means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

“Computer program” as used in this Agreement means a set of instructions, rules, or routines in a form that is capable of causing a computer to perform a specific operation or series of operations.

“Computer software” as used in this Agreement means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated or recompiled. Computer software does not include computer data bases or computer software documentation.

“Computer software documentation” means owner’s manuals, user’s manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

“Data” as used in this Article of this Agreement, means computer software, computer software documentation, form, fit and function data, and technical data as defined in this Article.

“Form, fit and function data” means technical data that describes the required overall physical, functional and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

“Government purpose rights” means the rights to use, modify, duplicate or disclose the “Data” licensed with such rights under this Agreement within the Government for United States Government purposes only; and to release or disclose data outside the Government to any authorized persons pursuant to an executed non-disclosure agreement for such persons’ use, modification, or reproduction for United States Government purposes only. United States Government purposes include Foreign Military Sales purposes and competitive re-procurement.

“Limited rights” as used in this Article is as defined in DFARS 252.227-7013(a)(14).

“Restricted rights” as used in this Article is as defined in DFARS 252.227-7014(a)(15).

“Specially Negotiated License Rights” are those rights to Data that have been specifically negotiated between the Government and the COMPANY.

“Technical data” means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

“Unlimited rights” means the rights to use, modify, duplicate, release, or disclose Data, in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

B. Data Categories:

1. Category A is Data developed and paid for totally by non-governmental funds, whether pre-existing or concurrently developed proprietary data, trade secret data, or data related to COMPANY products. The COMPANY retains all rights to Category A Data.

2. Category B is any Data developed under this Agreement, using Government funds, which cannot be disclosed without compromising the Category A data.

3. Category C is any COMPANY developed Data, excluding Category A and B data, developed during the performance of work under this Agreement.

4. Category D is third party proprietary data used in performance of work under this Agreement, including but not limited to, technical data, software, trade secrets and mask works.

Any Data developed outside of this Agreement with Government funding in whole or in part under a Government agreement, contract or subcontract shall have the rights negotiated under such prior agreement, contract or subcontract; the Government shall get no additional rights in such Data under this Agreement.

C. Allocation of Principal Rights

1. The parties agree that in consideration for the Government's funding, and in lieu of any Government rights to Category A, B or D data (except as contained in paragraph 4 below), the COMPANY intends to reduce to practical application materials and processes developed under this Agreement.
2. All COMPANY provided Products and Documentation, including configurations to be provided, are Category A Data. No deliveries to the Government of Category B data are contemplated or required under this Agreement.
3. If applicable, the Government shall have immediate and irrevocable Government Purpose Rights to all Category C Data.
4. If applicable, the COMPANY shall deliver third-party computer software, Category D data, as required for the performance or operation of other computer software required to be delivered in the performance of this Agreement, with such rights as it is able to negotiate with the software vendor.
5. Data that will be delivered, furnished, or otherwise provided to the Government under this Agreement, in which the Government has previously obtained rights, shall be delivered, furnished, or provided with the pre-existing rights, unless (a) the parties have agreed otherwise, or (b) any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

D. Identification of Principal Rights.

COMPANY offers a "commercial item" as defined at 48 C.F.R. 2.101, consisting of commercial computer software, commercial computer software documentation and commercial services. Government agrees that its (i) use, duplication, reproduction, release, modification, disclosure, or transfer of the Products and any related Documentation of any kind, including, without limitation, technical data and manuals, will be subject to the terms and conditions of this Agreement, in accordance with Defense Federal Acquisition Regulation Supplement 227.7202-1, (ii) the Products and Documentation were developed fully at private expense and (iii) all other use of the Products and Documentation except in accordance with the license grant provided above is strictly prohibited. The Government retains all rights, title and interest in and to any technical data, analysis, and content the Government provides for transmission, storage, integration, import, display, distribution, or use in or through the Product, as well as any applications the Government or third-party vendors create on top of the Product. COMPANY retains all intellectual property rights in its Products and Documentation.

E. Marking of Data: All Products and related Documentation delivered by COMPANY is Category A Data and will be marked as such where possible. Any additional Data, such as the Preliminary Project Plan and Final Report, delivered under this Agreement shall be marked with the following legend: "This data is being delivered as Category (insert category) Data, as defined in Agreement W15QKN-17-9-1029. Use, duplication, or disclosure is subject to the restrictions as stated in Agreement W15QKN-17-9-1029 NUMBER between the COMPANY and the Government."

In the event that the COMPANY learns of a release to the Government of its unmarked Data that should have contained a restricted legend, the COMPANY will have the opportunity to cure such omission going forward by providing written notice to the AO within six (6) months of the erroneous release.

F. Prior Technology

1. In the event it is necessary for the COMPANY to furnish the Government with Data which existed prior to, or was produced outside of this Agreement, and such Data embodies trade secrets or comprises commercial or financial information which is privileged or confidential, and such Data is so identified with a suitable notice or legend, the

Data will be maintained in confidence and disclosed and used by the Government and such Government Contractors or contract employees that the Government may hire on a temporary or periodic basis only for the purpose of carrying out the Government's responsibilities under this Agreement. Data protection will include proprietary markings and handling, and the signing of nondisclosure agreements by such Government Contractors or contract employees. The COMPANY shall not be obligated to provide Data that existed prior to, or was developed outside of this Agreement to the Government. Upon completion of activities under this Agreement, such Data will be disposed of as requested by the COMPANY.

2.Oral and Visual Information: If information which the COMPANY considers to embody trade secrets or to comprise commercial or financial information which is privileged or confidential is expressly disclosed orally or visually directly to the Government, the exchange of such information must be memorialized in tangible, recorded form and marked with a suitable notice or legend, and furnished to the Government within thirty (30) calendar days after such oral or visual disclosure, or the Government shall have no duty to limit or restrict, and shall not incur any liability for any disclosure and use of such information. If the Government reasonably determines that the memorialization of the exchange is insufficiently detailed to enable it to identify the privileged or confidential information, COMPANY shall provide addition detail at the Government's request, subject to restrictions on use and disclosure.

3. Disclaimer of Liability: Notwithstanding the above, the Government shall not be restricted in, nor incur any liability for, the disclosure and use of:

- (a) Data not identified with a suitable notice or legend as set forth in this Article; nor
- (b) Information contained in any Data for which disclosure and use is restricted, if such information is or becomes generally known without breach of the above, is properly known to the Government or is generated by the Government independent of carrying out responsibilities under this Agreement, is rightfully received from a third party without restriction, or is included in Data which the COMPANY has furnished, or is required to furnish to the Government without restriction on disclosure and use.

Notwithstanding F.3.(a) of this Article above, if the COMPANY cures the omission of the suitable notice or legend, the restrictions, and related liability for disclosure and use of such information shall apply after cure unless it is then unrestricted under F.3(b) of this Article above.

G. Copyright

The COMPANY reserves the right to protect by copyright works developed under this Agreement. All such copyrights will be in the name of the COMPANY or the author, as determined by COMPANY policies. The COMPANY hereby grants to the U.S. Government a non-exclusive, non-transferable, royalty-free, fully paid-up license to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, for governmental purposes, any copyrighted materials developed (excluding Data) under this Agreement to which it owns the copyright, and to authorize others to do so.

H. Lower Tier Agreements

The COMPANY shall include this Article, suitably modified to identify the parties, in all, subcontracts or lower tier agreements, regardless of tier, or experimental, developmental, or research work.

I. Survival Rights

Provisions of this Article shall survive termination of this Agreement.

ARTICLE IX: PATENT RIGHTS

RESERVED

ARTICLE X: FOREIGN ACCESS TO TECHNOLOGY AND EXPORT CONTROL**1. Foreign Access to Technology**

This Article X shall remain in effect during the term of this Agreement.

A. Definition

a) “Foreign Firm or Institution” means a firm or institution organized or existing under the laws of a country other than the United States, its territories, or possessions. The term includes, for purposes of this Agreement, any agency or instrumentality of a foreign government; and firms, institutions or business organizations which are owned or substantially controlled by foreign governments, firms, institutions, or individuals.

b) “Know-How” means all information including, but not limited to discoveries, formulas, materials, inventions, processes, ideas, approaches, concepts, techniques, methods, software, programs, documentation, procedures, firmware, hardware, technical data, specifications, devices, apparatus and machines.

c) “Technology” means discoveries, innovations, Know-How and inventions, whether patentable or not, including computer software, recognized under U.S. law as intellectual creations to which rights of ownership accrue, including, but not limited to, patents, trade secrets, mask works, and copyrights developed under this Agreement.

B. General: The Parties agree that research findings and technology developments arising under this Agreement may constitute a significant enhancement to the national defense, and to the economic vitality of the United States. Accordingly, access to important technology developments under this Agreement by Foreign Firms or Institutions must be carefully controlled. The controls contemplated in this Article are in addition to, and are not intended to change or supersede, the provisions of the International Traffic in Arms Regulation (22 CFR Part 121 et seq.), the DoD Industrial Security Regulation (DoD 5220.22-R) and the Department of Commerce Export Regulation (15 CFR Part 770 et seq.)

C. Restrictions on Sale or Transfer of Technology to Foreign Firms or Institutions

a) In order to promote the national security interests of the United States and to effectuate the policies that underlie the regulations cited above, the procedures stated in subparagraphs C(b), C(c), and C(d) below shall apply to any transfer of Technology. For purposes of this paragraph, a transfer includes a sale of the company, and sales or licensing of Technology. Transfers do not include:

- (i) sales of products or components, or
- (ii) licenses of software or documentation related to sales of products or components, or
- (iii) transfer to foreign subsidiaries of the COMPANY member entities for purposes related to this Agreement, or
- (iv) transfer which provides access to Technology to a Foreign Firm or Institution which is an approved source of supply or source for the conduct of research under this Agreement provided that such transfer shall be limited to that necessary to allow the firm or institution to perform its approved role under this Agreement.
- (v) releases pursuant to Article VII hereof ("Publication and Academic Rights")

b) The COMPANY shall provide timely notice to the Government of any proposed transfers of Technology developed under this Agreement to Foreign Firms or Institutions. If the Government determines that the transfer may have adverse consequences to the national security interests of the United States, the COMPANY and the Government shall jointly endeavor to find alternatives to the proposed transfer which obviate or mitigate potential adverse consequences of the transfer but which provide substantially equivalent benefits to the COMPANY.

c) In any event, the COMPANY shall provide written notice to the Government AO's Representative and AO of any proposed transfer to a foreign firm or institution at least sixty (60) calendar days prior to the proposed date of transfer. Such notice shall cite this Article and shall state specifically what is to be transferred and the general terms of the transfer. Within thirty (30) calendar days of receipt of the COMPANY's written notification, the Government AO shall advise the COMPANY whether it consents to the proposed transfer. In cases where the Government does not concur or if within sixty (60) calendar days after its receipt the Government has provided no decision, the COMPANY may utilize the procedures under Article V, Disputes. No transfer shall take place until a decision is rendered.

d) In the event a transfer of Technology to Foreign Firms or Institutions which is NOT approved by the government takes place, the COMPANY shall (a) refund to the Government those funds paid under this OTA for the development of the Technology and (b) provide to the Government a non-exclusive, nontransferable, irrevocable, paid-up license to practice or have practiced on behalf of the United States the Technology throughout the world for Government and any and all other purposes, particularly to effectuate the intent of this Agreement. Upon request of the Government, the COMPANY shall obtain and provide written confirmation of such licenses.

D) Lower Tier Agreements

The COMPANY shall include this Article, suitably modified, to identify the Parties, in all Project Agreements or lower tier agreements, regardless of tier, for experimental, developmental, or research work.

2. Export Control

A. Export Compliance.

Each Party agrees to comply with U.S. Export regulations including, but not limited to, the requirements of the Arms Export Control Act, 22 U.S.C. § § 2751-2794, including the International Traffic in Arms Regulation (ITAR), 22 C.F.R. § 120 et seq. ; and the Export Administration Act, 50 U.S.C. app. § 2401-2420. Each party is responsible for obtaining from the Government export licenses or other authorizations/approvals, if required, for information or materials provided from one party to another under this Agreement. Accordingly, the COMPANY shall not export, directly, or indirectly, any products and/or technology, Confidential Information, Trade Secrets, or Classified and Unclassified Technical Data in violation of any U.S. Export laws or regulations.

B. Flowdown.

The COMPANY shall include this Article, suitably modified, to identify all Parties, in all lower tier agreements. This Article shall, in turn, be included in all sub-tier subcontracts or other forms of lower tier agreements, regardless of tier.

ARTICLE XI: OPSEC

- (a) Access and General Protection/Security Policy and Procedures. All contractor employees, including subcontractor employees, shall comply with all installation and facility access and local security policies and procedures (provided by Government representative), and security/emergency management exercises. The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by the Installation Provost Marshal Office, Director of Emergency Services, or Security Office. The contractor workforce shall comply with all personal identity verification and accountability requirements as directed by DoD, HQDA, and/or local policy. Should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes. During FPCONs Charlie and Delta, services/installation access may be discontinued/postponed due to higher threat. Services will resume when FPCON level and/or threat is reduced to an acceptable level as determined by the Installation Commander. Contractor person working on an installation shall participate in the installation Random Antiterrorism Measures Program as directed. Contractor shall be subject to and comply with vehicle searches, wearing of ID badges, etc.
- (b) iWatch (See Something, Say Something) Training: All contractor employees, including subcontractor employees, shall receive training and participate in the local iWATCH program (training standards provided by the requiring activity ATO). This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the AOR. This training shall be completed within 45 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever applies, and then annually thereafter. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee to the AOR within 14 calendar days after completion of training by all employees and subcontractor personnel.
- (c) Access to DoD Facility or Installation: All contractor employees, including subcontractor employees, shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (Army Directive 2014-05/AR 190-13); applicable installation, facility and area commander installation and facility access and local security policies and procedures (provided by the AOR).
- (d) Information Management Army Information Technology/IA: The contractor shall be capable of accessing, handling, receiving and storing UNCLASSIFIED documents, equipment, hardware and test items using the applicable standards of For Official Use Only (FOUO) information. All Controlled Unclassified

Information (documents designated as FOR OFFICIAL USE ONLY and/or LIMITED DISTRIBUTION) shall be submitted by a controlled means using UPS mail, Safe Access File Exchange (SAFE) website and/or DoD Army approved encryption software as per AR 25-1.

- (e) For Official Use Only Information (FOUO) and Controlled Unclassified Information (CUI): Contract personnel shall be capable of accessing, handling, receiving and storing UNCLASSIFIED documents, equipment, hardware and test items using applicable standards of FOUO and CUI.
- (f) OPSEC Training: In accordance with AR 530-1 (or DoDM 5205.02-M), new contractor employees, including subcontractor employees, shall complete initial OPSEC training within 30 calendar days of award and must also complete annual OPSEC awareness as provided by the appropriately designated OPSEC level II trained OPSEC Officer/Coordinator. The contractor shall arrange training through the AOR.
- (g) Public Release of Information: In accordance with AR 530-1 (or DoDM 5205.02-M), an OPSEC review will be performed by the Government prior to all public release of information. All Government information intended for public release by a contractor shall undergo a Government OPSEC review prior to release. The OPSEC review will be performed as part of the Public Review Process described in Article VII.

ARTICLE XII: TITLE AND DISPOSITION OF PROPERTY

A. Definitions

In this Article, "property" means any tangible personal property other than property actually consumed during the execution of work under this Agreement.

B. Title to Property

No significant items of property are expected to be acquired under this Agreement by the COMPANY. Title to any item of property valued \$10,000 or less that is acquired by the COMPANY in performance of the Prototype Project covered by this Agreement shall remain with the COMPANY with no further obligation of the Parties unless otherwise determined by the AO. Should any item of property with an acquisition value greater than \$10,000 be required, the COMPANY shall obtain prior written approval of the AO. Title to this property shall also remain with the COMPANY. The COMPANY shall be responsible for the maintenance, repair, protection, and preservation of all such property at its own expense. Property acquired pursuant to this clause shall not be considered as in exchange for services in performance of the project, but shall be considered a Government contribution to the project.

ARTICLE XIII: EXECUTION

This Agreement constitutes the entire agreement of the Parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions among the Parties, whether oral or written, with respect to the subject matter hereof. This Agreement may be revised only by written consent of the COMPANY and the ACC-NJ Agreements Officer designated in this Agreement. By executing this agreement, the COMPANY affirms that it is a non-traditional defense contractor, and, as a result, is eligible to be awarded this Agreement.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE <div style="text-align: center;">J</div>		PAGE OF PAGES <div style="text-align: center;">1 31</div>	
2 AMENDMENT/MODIFICATION NO P00001		3 EFFECTIVE DATE 10-Jan-2018		4 REQUISITION/PURCHASE REQ NO U17GRW011ANG01		5 PROJECT NO (If applicable)	
6 ISSUED BY US ARMY CONTRACTING COMMAND PH PPS ROAD PICATINNY NJ 07806-5000		CODE W15QKN		7 ADMINISTERED BY (If other than item 6) <div style="text-align: center; font-weight: bold;">See Item 6</div>			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) PALANTIR USG, NC. 635 WAVERLEY ST PALO ALTO CA 94301-2550				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. W15QKN-17-9-1029			
				X 10B. DATED (SEE ITEM 13) 26-Sep-2017			
CODE 51W88		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) Supplemental Agreement IAW OTA Article IV.							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b) (6) This modification serves the following purposes: 1) Revise Statement of Work paragraphs 3.2, 3.2.2, 3.2.3, 3.3.1 and 3.3.2; 2) Revise Statement of Work Delivery Schedule (Paragraph 4); 3) Revise Milestone Payment Schedule (Paragraph 5); 4) Incorporate 'Cloud Terms' into Article II; and 5) Incorporate finalized DD254 into Section J. All other terms and conditions remain unchanged.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
(b) (6)				(b) (6)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				BY (b) (6)		10-Jan-2018	
				(Signature of Contracting Officer)			

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

(b) (4)



(b) (4)



SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

TERMS AND CONDITIONS

AGREEMENT BETWEEN

UNITED STATES ARMY CONTRACTING COMMAND – NEW JERSEY
PICATINNY ARSENAL, NJ 07806-5000

AND

PALANTIR USG, INC.
635 WAVERLY STREET
PALO ALTO, CA 94301

Agreement No.: W15QKN-17-9-1029

Total Amount of the Agreement: \$500,000

Authority: 10 U.S.C. § 2371b, Section 815 of the 2016 National Defense Authorization Act, P.L.
114-92

TABLE OF CONTENTS**ARTICLES**

ARTICLE I	Scope of the Agreement
ARTICLE II	Term, License Grant, and Cloud Terms
ARTICLE III	Agreement Administration
ARTICLE IV	Obligation and Payment
ARTICLE V	Disputes
ARTICLE VI	Confidential Information
ARTICLE VII	Publication and Academic Rights
ARTICLE VIII	Data Rights
ARTICLE IX	Patent Rights
ARTICLE X	Foreign Access to Technology and Export Control
ARTICLE XI	OPSEC
ARTICLE XII	Title and Disposition of Property
ARTICLE XIII	Execution

ARTICLE I: SCOPE OF THE AGREEMENT

A. Background

This Other Transaction Agreement (OTA) is awarded based upon the prototype project proposed by Palantir USG, Inc., hereinafter referred to as “The Company” in response to the Defense Innovation Unit – Experimental (DIUx) Commercial Solutions Offering (CSO). The principle purpose of this OTA will be demonstrate to the United States Air Force (USAF) the utility of the *Gotham* data management platform to address supply chain risk and management issues that have potential to impact USAF supply chain pipelines.

B. Definitions

“Agreement” or “OTA” refers to the Other Transaction Agreement, as authorized under 10 U.S.C. 2371b, between the Government and Palantir USG, Inc. Agreement No. W15QKN-17-9-1029.

“Agreements Officer (AO)” is the United States Army Contracting Command – New Jersey Contracting Activity warranted Contracting Officer authorized to sign the final agreement for the Government.

“Agreements Officer’s Representative (AOR)” is the individual designated by the Government on a per project basis to monitor all technical aspects; the AOR shall only assist in agreement administration of the specific project to the extent expressly delegated such administration authority in writing in the Project Agreement by the responsible Agreements Officer.

“Contracting Activity” means an element of an agency designated by the agency head and delegated broad authority regarding acquisition functions. It also means elements or another agency designated by the director of a defense agency which has been delegated contracting authority through its agency charter.

“Date of Completion” is the date on which all work is completed or the date on which the period of performance ends.

“Development” means the systematic use, under whatever name, of scientific and technical knowledge in the design, development, test, or evaluation of an existing or potential new technology, product or service (or of an improvement in an existing technology, product or service) for the purpose of meeting specific performance requirements or objectives. Development includes the research functions of design engineering, prototyping, and engineering testing.

“Effective Date” means the date when this Agreement is signed and executed by the Agreements Officer for the Government.

“Government” or “customer” means the U.S. Government.

“Government Fiscal Year” means the period commencing on October 1 and ending September 30 of the following calendar year.

“Milestone” means a scheduled event signifying the completion of a major deliverable or a set of related deliverables as identified in the Statement of Work

“Other Transactions Agreement (OTA)” is the term commonly used to refer to the 10 USC 2371b authority to enter into transactions other than contracts, grants or cooperative agreements. The Department of Defense (DoD) currently has authority to make awards that are directly relevant to enhancing the mission effectiveness of military personnel and the supporting platforms, systems, components, or materials proposed to be acquired or developed by the Department of Defense, or to improvement of platforms, systems, components, or materials in use by the armed forces. OTAs are acquisition instruments that generally, are not subject to the federal laws and regulations governing procurement (FAR based) contracts. As such, they are not required to comply with the Federal Acquisition Regulation (FAR), its supplements (i.e. DFARS) or laws that are limited in applicability to procurement contracts.

“Parties” means Government and the COMPANY by its authorized agent where collectively identified and “Party” where each entity is individually identified.

“Payable Milestone” means that once a milestone has been met (see definition of “milestone”), the Government can approve payment to the COMPANY of a predetermined dollar amount in relation to performance of a particular project under the Other Transaction Agreement.

“Program” means the overall effort to be funded by the Agreement, which is described in the Statement of Work appended to this Agreement in Article I(C).

“Product” means COMPANY proprietary commercial software product(s) specified in the Agreement or provided in connection with this Agreement, and any helpers, extensions, plug-ins, and add-ons, in any format, including any improvements, modifications, derivative works, patches, updates, and upgrades thereto that COMPANY provides to Government in connection with this Agreement.

“Signatory Authority” refers to the individual that has the authority to legally bind a party to an agreement.

C. Scope

Statement of Work for Supply Chain Visualization and Analytics

1.0 Background

The government lacks visibility into the vast amount of public, private, and open-source data associated with its global supply chain. Currently, the government uses more than 300 legacy data systems to support its operations, often relying on manual workarounds to bridge disparate data structures and sources. As a result, when its supply chain is disrupted, the government is often unaware for hours, days, or even weeks after, and lacks rapid access to the information and analytical tools it needs to effectively respond. This deficiency to make timely, authoritative logistical decisions to support operations around the world creates serious but avoidable risks to personnel and the mission.

The government needs innovative business intelligence solutions to identify the resources required to support multiple theaters and organizations around the world, and to manage the accompanying logistics constraints (including supply chain and distribution). This logistics common operating picture (LOG COP) will need to access and move structured and unstructured data seamlessly across classified and unclassified nodes. Additionally, the data will need to be stored in a secure cloud environment. Ultimately, a solution that meets these requirements will empower commanders to simultaneously access advanced analytical and reporting tools to effectively coordinate and manage resources across the government’s global operations.

2.0 Pilot Objectives

This pilot will be rolled out to four locations and run over a timeline of six months, including 120 days of access to the Palantir Gotham software. The 120-day test period will commence upon completion of the Initial Project Work phase as described in Section 3.8.1.

The pilot will integrate data from government-identified sources and unstructured open sources into the LOG COP. The LOG COP will be implemented on SIPRNeT for the pilot, with hardware provided by the Contractor and hosted at Tinker Air Force Base, Oklahoma. The initial pilot will also minimally demonstrate the ability to integrate unclassified and classified data into the SIPRNeT environment. Classified/SIPRNeT Data Source Program Managers may require vendor to demonstrate their ability to access sources on NIPRNeT prior to providing access to SIPRNeT cloud environment. Specific data sources are listed in Section 9.3.

The LOG COP will provide total asset visibility, predictive analysis, and comprehensive, timely, and accurate information to anticipate demand, assess logistics feasibility, and support course of action (COA) development. During initial kickoff and project scoping exercises, government and Contractor stakeholders will agree on specific areas of focus, which are anticipated to be aircraft and engine supply chain issues.

[REDACTED]		
[REDACTED]		
[REDACTED]		
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		

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3.0 Technical Requirements

- 3.1 **Software Licenses:** Contractor shall provide Palantir commercial term licenses for this pilot, no later than thirty (30) days after government accreditation of the Palantir Gotham platform (Ref. Appendix A). Licenses will be available to the government for a period of 120 days.
- 3.2 **Software Configuration:** The Palantir environments shall be configured specific to the workflows, objective, and outcomes of the Pilot. The contractor shall configure Palantir for:
 - 3.2.1 **Integration and management of equipment, supply, and operations data.** The Contractor shall integrate disparate data sets (see 9.3) from the government's authorized systems into a common platform. Administrators and advanced users shall be able to monitor, analyze and transform data as it is added to the platform, with access to advanced analytics.
 - 3.2.2 **Enterprise Readiness & Total Asset Visibility.** Once data has been integrated and synchronized, the contractor shall configure the platform to enable users to investigate and analyze consolidated logistics data with intuitive analysis tools. Users shall be able to interact with and manipulate massive-scale datasets without having to manually export, join, or otherwise manipulate the data. Users shall be able to assess global supply levels, perform trend analysis, and identify instances of over- or under-supply.
 - 3.2.3 **Logistics COA Development.** The contractor shall configure the platform to enable logistics personnel to conduct rapid COA development and refinement, taking into account current and future operational needs. Users shall be able to seamlessly collaborate on COA development with supporting personnel, as well as brief finalized COAs to decision-makers, either directly from within the platform or by exporting data and analysis to a variety of open formats and/or industry formats, including CSV, Excel, Powerpoint or KML/KMZ.
- 3.3 **Installation & Hosting:**
 - 3.3.1 Contractor shall deploy two (2) Palantir environments: staging and production on SIPRNeT. The staging environment mirrors the production environment and is used to test and verify data integrations and software configurations. A NIPRNeT presence shall be required to pull data from NIPRNeT data sources and to push to SIPRNeT.
 - 3.3.2 The Palantir platform shall be deployed on commodity hardware hosted at a CONUS-based site at the government's discretion.
- 3.4 **Data Integration:** The pilot shall focus on SIPRNeT-based data sources, with NIPRNeT/Unclassified data being integrated contingent with Data Transfer Officer authority and/or access to an existing cross-domain solution.
- 3.5 **Training:** The Contractor shall travel to deployment and integration sites, as necessary, to conduct training, integration, and maintenance activities.
- 3.6 **Reporting & Documentation**
 - 3.6.1 The Contractor shall provide documentation for use, maintenance, and administration of the solution.
 - 3.6.2 The Contractor shall provide a preliminary project plan and integration technical report no later than 30 days after award. This report shall detail configuration, if any, on the Contractor's platform in order to produce a commercially viable and deployable platform. The report shall also detail what actions are necessary for the Contractor and the government in order to integrate and deploy the platform for use by the government.
 - 3.6.3 The Contractor shall provide status updates to the project sponsors on a bi-weekly basis. The report shall detail the status of integration and deployment activities, noting progress on or changes to the preliminary project plan. Details shall include analysis of mission fit, user feedback, and recent/upcoming training events.
 - 3.6.4 The Contractor shall provide a final report at the end of Phase II. Report shall detail mission fit, user feedback, and letters and testimonials. Report shall also include a

The Principal period will include bi-weekly collaborative configuration sprints with government users to refine workflows, the continued integration of additional data sources relevant to the LOG COP, and regular check-ins with Pilot sponsors. During the Principal period, the Contractor shall also configure the platform to address a minimum of three product configurations/analytical views to match specific government workflows requirements. The Contractor shall also hold User Training and Feedback sessions with relevant stakeholders. The Principal Period shall also cover pilot evaluation activities, during which the government and the Contractor will jointly assess the impact of the Pilot, and set up briefings or demonstrations with executive sponsors from the government. Executive sponsor briefings, to potentially include the HAF/A4; Commander, Air Force Sustainment Center; and Commander, Pacific Air Forces, will be required to ensure alignment of the platform to current and future government goals. The Contractor shall continue to integrate the secondary data sources throughout the Principal Period (Ref. 9.3.4).

Entity	2019	2020	2021	2022	2023	2024
Entity A	100	100	100	100	100	100
Entity B	100	100	100	100	100	100
Entity C	100	100	100	100	100	100
Entity D	100	100	100	100	100	100
Entity E	100	100	100	100	100	100
Entity F	100	100	100	100	100	100
Entity G	100	100	100	100	100	100
Entity H	100	100	100	100	100	100
Entity I	100	100	100	100	100	100
Entity J	100	100	100	100	100	100
Entity K	100	100	100	100	100	100
Entity L	100	100	100	100	100	100
Entity M	100	100	100	100	100	100
Entity N	100	100	100	100	100	100
Entity O	100	100	100	100	100	100
Entity P	100	100	100	100	100	100
Entity Q	100	100	100	100	100	100
Entity R	100	100	100	100	100	100
Entity S	100	100	100	100	100	100
Entity T	100	100	100	100	100	100
Entity U	100	100	100	100	100	100
Entity V	100	100	100	100	100	100
Entity W	100	100	100	100	100	100
Entity X	100	100	100	100	100	100
Entity Y	100	100	100	100	100	100
Entity Z	100	100	100	100	100	100

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(b) (4)



Contractor personnel shall also conduct classified and unclassified work in Contractor facilities to include, but not limited to, Mountain View, CA, and Washington, D.C.

Work may be performed at additional locations based on government user requirements.

8.0 Security

In order to perform the work, this effort will require the company to have access to government facilities up to the secret level. Access to military installations and facilities may require a government escort. The government will provide a DD254 to detail the type and level of access required for the company to perform the aforementioned work. The Contractor shall provide cleared personnel to perform the aforementioned work on the Contractor's behalf.

9.0 Government Furnished Equipment (GFE) and Support

The government will provide the following equipment and support during the Initial Project Work, and will continue to provide the same throughout the POP:

- 9.2 **Installation Access and Badging:** The government will secure Contractor pilot personnel with all necessary badging, including issuing of Common Access Cards (CAC). Due no later than 60 days after award date.
- 9.3 **Data Access:** Due no later than 60 days after award date, the government will secure access and authorizations for the following Priority Data Sources:
 - 9.3.1 Logistics Information Mission Support-Enterprise View (LIMS-EV)
 - 9.3.2 Deliberate Crisis Action Planning & Execution Segment/Logistics Feasibility Assessment Capability (DCAPES/LOGFAC)
 - 9.3.3 Geospatial Information Systems (GIS)
 - 9.3.4 Secondary Data Sources:
 - 9.3.4.1 Integrated Data Environment (IDE) / Global Transportation Network (GTN) Convergence (IGC)
 - 9.3.4.2 Weapon Systems Management Information System/Requirements Availability Execution Module (WSMIS)
- 9.4 **Network Access:** The government will provide access to the network environment, including remote access from contractor's secure locations, and any required SIPRNeT tokens during the Initial Project Work. The government will also approve use of a data collection/ingestion agent installed on the government's network to coordinate ingestion from upstream data sources, which may hold data source credentials provided by the government. Due no later than 60 days after award date.
- 9.5 **On-Site Space:** The government will provide the Contractor Project Team with access to working space, as required, for initial setup, training, and maintenance. Contractor Project Team will have access to project site locations.
- 9.6 **Data Transfer Officer:** The government will certify a Contractor representative as a Data Transfer Officer (DTO) for the pilot to ensure the Contractor can transfer data from NIPRNeT to SIPRNeT in a timely manner, or will provide access to an existing DTO within the government. Due no later than 60 days after award date.

Appendix A: Platform Capabilities

The following are minimum capabilities that will be demonstrated by the contractor's platform:

- 1.1 Data Integration
 - 1.1 The Contractor shall deliver a commercial data management platform that acquires data from numerous authoritative data sources in an automated manner that minimizes or eliminates the requirement for manual intervention during data acquisition and enables information management.
 - 1.2 The platform will be capable of integrating data from unclassified data sources into a SIPR-hosted platform.
 - 1.3 Data-agnostic data integration, including structured, unstructured, and semi-structured data integration capabilities at terabyte scale
 - 1.4 Data resynchronization mechanisms to stay in sync with changing data sources and push any changes to the main repository
 - 1.5 Graphical interfaces for importing and structuring small data sources, such as an Excel spreadsheet, through the front-end user interface with "drag and drop" functionality
 - 1.6 Data "pull" jobs through a RESTful web API or direct connections that refresh data and can be run manually or on a schedule
 - 1.7 Data "push" jobs through JDBC/ODBC drivers that provide automatic updates of data
 - 1.8 The Contractor shall perform necessary integration with DOD, supplier, and carrier systems to meet the DOD requirement.
 - 1.9 The Contractor shall provide management of information (integrated and stored data) to enable user to rapidly develop COA recommendations.
 - 1.10 Government will approve use of a data collection/ingestion agent installed the government's network to coordinate ingestion from upstream data sources, which may hold data source credentials provided by the Government.
- 1.2 Flexibility and Extensibility
 - 1.1 Use of open and non-proprietary data and file formats for easy export and accessibility to other software systems. Export formats include Microsoft Office (.ppt, .doc, .xls), HTML, CSV, ArcGIS (.shp), Google Earth (kmz and kml), and XML
 - 1.2 Designed with cross-platform programming languages, including Java and HTML5, for operation on any platform
 - 1.3 Public and open application programming interfaces (APIs) for extensibility and interfacing with other software products (e.g., legacy programs of record, specialized analytical software, entity extractors, natural language processing toolkits, and web services)
- 1.3 Analytics and Visualization
 - 1.1 The Contractor shall deliver a solution that presents a broad and immediate awareness of actual or predicted perturbations in the supply chain to enable the DOD and AF to contain, mitigate, and repair the consequences.
 - 1.2 The Contractor shall deliver a configurable solution (user-defined operating picture (UDOP)) which integrates, analyzes, and visualizes information from multiple disparate data sources, both private and public.
 - 1.3 The Contractor shall provide real-time awareness of combat support and logistics resources to multiple locations and echelons simultaneously.
 - 1.4 The Contractor shall provide a web-based solution that enables access and/or launching through a modern web browser, such as Google Chrome or Mozilla Firefox.
 - 1.5 The Contractor shall deliver a solution that presents information in ways that is immediately understandable and actionable to users other than data scientists, including:
 - 1.1 Spreadsheet editor with live collaboration, data validation, and integration with the platform intended to capture hand-edited, continually-updated data, making it available to additional products.
 - 1.2 Interactive, top-down, large-scale data exploration application to allow non-technical users to iteratively explore massive-scale data in a top-down,

- point-and-click application and filter billions of pieces of data into a digestible set of useful information.
 - 1.3 Web application framework that allows analysts and business users to create applications and dashboards that are dynamically linked to the underlying data
- 1.4 Security and Infrastructure
 - 1.1 Role-based access controls that are assignable to individual users or groups of users and are stored in lists, which can be updated at any time
 - 1.2 Specific degrees of access assignable to individual users and including a number of permissions (ownership, write, read, discovery, and no access)
 - 1.3 Multi-source authentication (e.g., enterprise LDAP, PKI, Active Directory, etc.) as well as Single Sign-On (SSO) capabilities
 - 1.4 Data encryption at rest via compliant mechanisms (e.g., full disk encryption, Kerberos)
 - 1.5 SSL/TLS encryption of data in transit from client-to-server or server-to-server
 - 1.6 The Contractor shall provide a solution that either:
 - 1.1 Meets DOD Risk Management Framework (RMF) accreditation requirements and has an authority to operate (ATO) on DOD NIPRNET and SIPRNET, or
 - 1.2 Achieves an entry on the Air Force/Enterprise/Approved Products Listing (AF/EAPL) and is permitted to be installed and operate on DOD NIPRNET and SIPRNET; or
 - 1.3 Can achieve an Interim Authority to Operate (IATO) on DOD NIPRNET and SIPRNET for the duration of the pilot effort.
 - 1.7 The Contractor shall also host the solution on commodity hardware located within an AF-approved data center.
 - 1.8 The Contractor shall provide a solution capable of delivering integrated classified and unclassified content to SIPRNET users.
 - 1.9 The Contractor shall provide secure collaboration across the logistics enterprise between organizations, teams, and role based users.
- 1.5 The Contractor shall deliver capability and product improvements in phases using automated push updates with minimal interruption to user access and workflows.

ARTICLE II: TERM, LICENSE GRANT and CLOUD TERMS

A. The Term of this Agreement

This OTA will be available for use for a period of six (6) months from the date the OTA is awarded. The software licenses provided within this agreement are available for use for a period of four (4) months ("Term") after the initial setup period is completed. Provisions of this Agreement, which, by their express terms or by necessary implication, apply for periods of time other than specified in Article II herein, shall be given effect, notwithstanding this Article.

B. Grant of Limited License & Ownership

Subject to Government's continued and full compliance with all of the terms and conditions of this Agreement, the COMPANY hereby grants to Government a non-transferable, non-exclusive, limited license, without any right to sublicense, during the Term, to install, execute and use the Products solely for its internal purposes, and only (i) in accordance with the technical specification documentation provided to Government by COMPANY with regard to the Products ("Documentation") and (ii) in accordance with the scope outlined in Article I.C.

Except for the limited license rights expressly provided herein, COMPANY retains all rights, title and interest in and to the Products, Documentation and any other related documentation or materials provided by COMPANY hereunder (including, without limitation, all patent, copyright, trademark, trade secret and other intellectual or industrial property rights embodied in any of the foregoing). Government 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 Government under this Agreement. Government will maintain the copyright notice and any other notices or product identifications that appear on or in any Products and any associated media.

Government 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), except that Government may make a reasonable number of copies of the Products and/or Documentation solely for backup, archival or disaster recovery purposes; (v) allow the transfer, transmission, export, or re-export of any Product (or any portion thereof) or any COMPANY technical data; or (vii) perform benchmark tests without the prior written consent of COMPANY (any results of such permitted benchmark testing shall be deemed Confidential Information of COMPANY). Notwithstanding these restrictions, nothing shall prevent Customer from development of software that interfaces with COMPANY’S public APIs. Notwithstanding the foregoing, or any statement to the contrary herein, portions of the Product may be provided with notices and open source licenses from such communities and third parties that govern the use of those portions, and any licenses granted hereunder do not alter any rights and obligations Government 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.

C. Cloud Terms

CERTAIN DEFINITIONS. IN ADDITION TO THE TERMS DEFINED IN ARTICLE II, PARAGRAPH B AND OTHER SECTIONS OF THE AGREEMENT, THE FOLLOWING CAPITALIZED TERMS WILL HAVE THE MEANINGS INDICATED BELOW UNLESS OTHERWISE SPECIFICALLY DEFINED IN ANY EXHIBITS HERETO.

“Cloud Client Software” means the software provided by COMPANY for installation locally by Customer in order to access the Cloud Solution.

“Cloud Solution(s)” means COMPANY’S service to provide a cloud platform for data analysis, including access to the Product and any Updates that are made available in connection with this Agreement.

“Cloud Content” means any data or content that is provided by Customer for transmission, storage, integration, import, display, distribution or use in or through use of the Cloud Solutions.

“Intellectual Property Rights” means patent, copyright, trademark, trade secret and other intellectual or industrial property rights.

“Cloud Software” means the Product, any third- party software used to deliver the Cloud Solutions, the Cloud Client Software, and any improvements, modifications, derivative works, patches, updates, and upgrades thereto that COMPANY develops or provides to Customer hereunder.

“Cloud Updates” means Cloud Solution changes that COMPANY implements in the applicable generally available Cloud Solution without the payment of additional fees, and associated Client Software updates. Updates do not include new platform services that COMPANY makes available for an additional charge.

PROVISION OF CLOUD SOLUTIONS

Provision of Cloud Solutions. At Customer’s request, and in lieu of the limited license grant provided in Section 2 of the Agreement authorizing Customer to install, execute and use the Products in object code format, COMPANY will provide Customer with access to the Cloud Solution pursuant to the applicable Statement of Work during the applicable Term associated with such Cloud Solution solely for its internal business purposes, and for use in accordance with the technical specification documentation provided to Customer by COMPANY with regard to the Cloud Solutions (“Cloud Documentation”).

Authorized User Accounts. Customer may establish Cloud Solution accounts (“Accounts”) for Customer’s employees or independent contractors with a need access the Cloud Solutions on behalf of Customer (“Authorized Users”). Customer shall inform each Authorized User of its obligations under, and ensure that each Authorized User at all times abides by, the terms of this Agreement. Customer shall immediately notify COMPANY in the event that Customer or an Authorized User becomes aware of any violation of the terms of this Agreement. Customer shall be liable for any breach of this Agreement or Addendum by an Authorized User.

Account Protection. Customer shall be solely responsible for administering Accounts that are established by Customer (if any). Customer agrees to provide access to the Cloud Client Software and Cloud Solutions only to Authorized Users, and to require such Authorized Users to keep Account login information, including user names and passwords, strictly confidential and not provide such Account login information to any unauthorized parties. Customer is responsible for, to the extent reasonably possible, maintaining the confidentiality of Account login information. In the event that Customer or any Authorized User becomes aware that the security of any Account login information has been compromised, Customer shall promptly de-activate such Account or change the Account’s login information.

Cloud Client Software. COMPANY hereby grants to Customer a non-exclusive, nontransferable, limited license to use the Cloud Client Software during the Term for the sole purposes of using and receiving Cloud Solutions. At COMPANY’S request, Customer will promptly install Updates to the Cloud Client Software provided by COMPANY.

Customer Information, Materials and Content. Customer shall provide COMPANY with all information, assistance and materials, including access to Cloud Content, as reasonably required for COMPANY to activate and operate the Cloud Solutions for Customer pursuant to the Agreement and this Addendum. Customer grants and agrees to grant to COMPANY a non-exclusive license to use, copy, store, process, retrieve, and display such information and materials in connection with the provision of the Cloud Solutions for Customer. COMPANY is not permitted to disclose Cloud Content without Customer’s consent unless required to do so pursuant to applicable law or regulation or requests or orders of judicial, governmental or regulatory entities (including without limitation subpoenas).

Updates. COMPANY will have the right to update the Cloud Solutions from time to time, *provided* that COMPANY will not materially diminish the functionality or performance of the Cloud Solutions unless such changes are made: (i) to address digital rights management or security issues, (ii) in response to claims, litigation, or loss of license rights related to third-party Intellectual Property Rights, or (iii) to comply with applicable law or regulation or requests or orders of judicial, governmental or regulatory entities.

Aws terms and conditions. At Customer’s request COMPANY is providing the Products and/or Cloud Solution for use with Amazon Web Services (“AWS”), and is authorized to open and/or operate an AWS account on behalf of Customer and, as applicable, in Customer’s name. COMPANY is not responsible or liable for the services provided by AWS (including, without limitation, uptime guarantees, outages, or failure). Customer authorizes COMPANY, as COMPANY deems necessary to (a) access such AWS account on behalf of customer and (b) use, modify, and operate on all Content in order to provide the Products and Cloud Solution. If COMPANY receives a third-party subpoena or other compulsory legal order or process regarding Customer’s account or Content, COMPANY may provide Customer notice, except where providing notice is prohibited by the legal process itself, by court order, or by applicable law or where COMPANY has reason to believe providing notice could create a risk of injury or death to any person. If COMPANY is obligated to respond to a third-party subpoena or other request or order of judicial, governmental or regulatory entities, Customer will agree to negotiate reimbursement, subject to availability of funding, of COMPANY for reasonable attorneys’ fees, as well as for the time and materials spent by COMPANY responding to the third-party subpoena or other request or order of judicial, governmental or regulatory entities.

CLOUD PROPRIETARY RIGHTS.

Customer acknowledges and agrees that ARTICLES II, V, VI, and VIII of this Agreement apply in full and extend to any provision of Cloud Solutions, Cloud Client Software, Cloud Software, Cloud Documentation, Cloud Updates and any other related documentation or materials provided by COMPANY (including without limitation all Intellectual Property Rights embodied in any of the foregoing).

Content. As between the Parties, Customer retains all rights, title, and interest in and to the Cloud Content.

Usage Data. COMPANY may collect analytics, statistics or other data related to the Content and Customer’s use of

the Cloud Solutions (i) in order to provide the Cloud Solutions to Customer; (ii) for statistical use (provided that such data is not personally identifiable); or (iii) to monitor, analyze, maintain and improve the Cloud Solutions.

CUSTOMER REPRESENTATIONS AND WARRANTIES.

CUSTOMER CLOUD CONTENT. CUSTOMER REPRESENTS, WARRANTS AND COVENANTS TO COMPANY THAT (I) IT WILL NOT TRANSMIT, STORE, INTEGRATE, IMPORT, DISPLAY, DISTRIBUTE, USE OR OTHERWISE MAKE AVAILABLE ANY CLOUD CONTENT THAT IS, OR IS OBTAINED IN A MANNER THAT IS, UNAUTHORIZED, IMPROPER OR ILLEGAL; (II) NO CLOUD CONTENT INFRINGES UPON OR VIOLATES ANY OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, PRIVACY, PUBLICITY OR OTHER PROPRIETARY RIGHTS; (III) THIS AGREEMENT OR ADDENDUM IMPOSES NO OBLIGATIONS, BY CONTRACT OR LOCAL, STATE, FEDERAL, INTERNATIONAL LAW, REGULATION OR ORDINANCE, WITH RESPECT TO CLOUD CONTENT, UNLESS EXPLICITLY AGREED IN THE STATEMENT OF WORK. CUSTOMER ACKNOWLEDGES THAT ALL CLOUD CONTENT THAT CUSTOMER TRANSMITS, STORES, INTEGRATES, IMPORTS, DISPLAYS, DISTRIBUTES, USES OR OTHERWISE MAKES AVAILABLE THROUGH USE OF THE CLOUD SOLUTIONS 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 SUBJECT TO THE EXTENT OF LIABILITY PERMISSIBLE UNDER FEDERAL LAW. ALL DISPUTES ARISING UNDER OR RELATING TO THIS CONTRACT SHALL BE RESOLVED IN ACCORDANCE WITH "ARTICLE V: DISPUTES" WITHIN THIS AGREEMENT.

D. Early Termination of Agreement Provision

1. Subject to a reasonable determination that the program, or a project funded under the program, will not produce beneficial results commensurate with the expenditure of resources, the Government may terminate performance of work under this OTA, in whole or in part, if the AO determines that a termination is in the Government's interest. The AO shall terminate by delivering to the COMPANY a Notice of Termination specifying the extent of termination and the effective date.

After receipt of a Notice of Termination, and except as directed by the AO, the COMPANY shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due:

- (1) Stop work and direct its subcontractors/vendors/suppliers/partners to stop work as specified in the notice.
- (2) Place no further orders for materials, services, or facilities, except as necessary to complete the continued portion of the OTA.
- (3) Terminate all orders to the extent they relate to the work terminated.
- (4) Assign to the Government, as directed by the AO, all right, title, and interest of the COMPANY under the orders terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
- (5) With approval or ratification to the extent required by the AO, settle all outstanding liabilities and termination settlement proposals arising from the termination of orders; the approval or ratification will be final for purposes of this clause.
- (6) As directed by the AO, transfer title to the following, where applicable, and deliver to the Government -

(i) The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and

(ii) The completed or partially completed plans, drawings, information, and other property that, if the order had been completed, would have been required to be furnished to the Government.

(7) Complete performance of any work not terminated, if applicable.

(8) Take any action that may be necessary, or that the AO may direct, for the protection and preservation of the property related to this project that is in the possession of the COMPANY and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the AO, any property of the types referred to under Article II.B. Termination Provisions, (6)(i) and (ii).

The proceeds of any transfer or disposition of project property will be applied to reduce any payments to be made by the Government under this Agreement, including credited to the price or cost of the work, or paid in any other manner directed by the AO.

In the event of a termination of this Agreement, the Government shall have patent rights as described in Article IX, Patent Rights, and rights in Data as described in Article VIII, Data Rights. Failure of the Parties to agree to an equitable adjustment shall be resolved pursuant to Article V, Disputes.

Nothing in this section shall be construed as a limitation of the rights of either party in the event of a breach of contract or default by the other party.

E. Stop Work Clause

As directed by the AO, the COMPANY shall stop all, or any part, of the work called for under this Agreement for a period of 90 days after the written order is delivered, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this Article. Upon receipt of the order, the COMPANY shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered, or within any extension of that period to which the parties shall have agreed, the AO shall either:

- (a) Cancel the stop-work order; or
- (b) Terminate the work covered this Agreement.

If a stop work order issued under this clause is canceled, the COMPANY shall resume work. The Government shall make an equitable adjustment in the delivery schedule or negotiated price, or both, and the Government's share of this Agreement shall be modified, in writing, accordingly, if—

(1) The stop-work order results in an increase in the time required for, or in the cost properly allocable to, the performance of any part of this Agreement; and

(2) The COMPANY asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Government decides the facts justify the action, the Government may receive and act upon a proposal submitted at any time before final payment under this Agreement.

ARTICLE III: AGREEMENT ADMINISTRATION

Unless otherwise provided in this Agreement, approvals permitted or required to be made by the ACC-NJ Contracting Activity may be made only by the ACC-NJ Contracting Activity Agreements Officer. Administrative and contractual matters under this Agreement shall be referred to the following representatives of the parties:

(b) (6)



Each party may change its representatives named in this Article by written notification to the other party.

Cognizant Defense Contract Management Agency Office:

DCMA STOCKTON
3247 WEST MARCH LANE
SUITE 300
STOCKTON, CA 95219

Cognizant Defense Finance and Accounting Service Office:

DFAS - COLUMBUS CENTER (DoDAAC: HQ0339)
WEST ENTITLEMENT OPERATIONS
P O BOX 182317
COLUMBUS, OH 43218-2317
Phone: 800-756-4571
FAX: 877-749-4843

ARTICLE IV: OBLIGATION AND PAYMENT

A. Obligation: Except as specified in Article V: Disputes, the Government's liability to make payments to the COMPANY is limited only to those funds obligated under this Agreement or by modification to the Agreement. The ACC-NJ Contracting Activity may incrementally fund this Agreement. If modification becomes necessary in performance of this Agreement, pursuant to Article IV of this Agreement, the AO and the COMPANY shall establish and execute a mutually agreed to revised Schedule of Payable Milestones consistent with the current Statement of Work.

B. Project Payments: Milestone payments shall be made in accordance with the Milestone Payment Schedule in Article I (C) of this agreement.

C. Reserved.

D. Reserved.

E. Payable Milestones: The COMPANY shall submit invoices for processing according to the milestone payment schedule via the Invoice, Receipt, Acceptance, and Property Transfer (iRAPT) application of the Wide Area Work Flow (WAWF) system, according to the guidelines set forth below. Payments will be made by Defense Finance and Accounting Service, DFAS - COLUMBUS CENTER (DoDAAC: HQ0339) WEST ENTITLEMENT OPERATIONS.

1. The WAWF system is the method to electronically process vendor payment requests and receiving reports. To access WAWF, the COMPANY shall have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site. The COMPANY shall follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

2. The COMPANY shall submit a Combo request through WAWF utilizing the following Routing Data to fill in the applicable fields in WAWF when creating payment requests in the system.

Routing Data Table

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0339
Issue By DoDAAC	W15QKN
Admin DoDAAC	W15QKN
Inspect By DoDAAC	W15BW9
Accept at Other DoDAAC	W15BW9

3. All payment requests shall include an invoice (contractor’s format is acceptable) to include at a minimum, invoice number, milestone payment number and contract number. Note, all invoices shall be for exact payment amount as referenced in Section B of the Agreement. Partial milestones shall not be submitted.

4. The COMPANY shall include the following WAWF email notifications when submitting invoices to assure payment approval:

(b) (6)

5. For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

F. Electronic Fund Transfer: COMPANY must be enrolled in EFT by contacting the paying office designated in the Agreement and requesting Form SF 3881, Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Plan. This form must be completed by the COMPANY and the COMPANY’s financial institution, and returned to the paying office. The paying office will complete the process and notify the COMPANY that EFT enrollment is complete. All payments under this agreement will be held until the COMPANY provides the required EFT enrollment information.. The CAGE Code and DUNS number for the COMPANY are as follows: CAGE Code: 51W88; DUNS number: 825284321. Registration in the System Award for Management (SAM) is mandatory.

G. Limitation of Funds: Except as set forth in Article V, the Government's financial liability will not exceed the amount obligated under this Agreement and available for payment.

H. Financial Records and Reports: The COMPANY shall maintain adequate records to account for Federal funds received under this Agreement and shall maintain adequate records to account for COMPANY Project Agreement funding provided under this Agreement, should cost sharing procedures be implemented for funding a particular project. COMPANY relevant financial records are subject to examination or audit on behalf of the ACC-NJ Contracting Activity by the Government for a period not to exceed three (3) years after expiration of the term of the Agreement. The AO or designee shall have direct access to sufficient records and information of the, COMPANY to ensure full accountability for all funding under this Agreement. Such audit, examination or access shall be performed during business hours on business days upon prior written notice and shall be subject to the security requirements of the audited party. Any audit required during the course of the program may be conducted by the Government using Government auditors or, at the request of COMPANY's external CPA accounting firm at the expense of the COMPANY

ARTICLE V: DISPUTES

A. General

The Parties shall communicate with one another in good faith and in a timely and cooperative manner when raising issues under this Article.

B. Dispute Resolution Procedures

Any disagreement, claim or dispute between the ACC-NJ and the COMPANY concerning questions of fact or law arising from or in connection with this Agreement, and, whether or not involving an alleged breach of this Agreement, may be raised only under this Article.

Whenever disputes, disagreements, or misunderstandings arise, the Parties shall attempt to resolve the issue(s) involved by discussion and mutual agreement as soon as practicable. In no event shall a dispute, disagreement or misunderstanding which arose more than three (3) months prior to the notification made under this article constitute the basis for relief under this article unless the Chief of the Contracting Office, ACC-NJ in the interest of justice waives this requirement.

Failing resolution by mutual agreement, the aggrieved Party shall document the dispute, disagreement, or misunderstanding by notifying the other Party through the cognizant AO in writing documenting the relevant facts, identifying unresolved issues, specifying the clarification or remedy sought, and documenting the rationale as to why the clarification/remedy is appropriate. Within ten (10) working days after providing notice to the other Party, the aggrieved Party may, in writing, request a decision by the Chief of the Contracting Office, ACC-NJ. The other Party shall submit a written position on the matter(s) in dispute within thirty (30) calendar days after being notified that a decision has been requested. The Chief of the Contracting Office, ACC-NJ, will conduct a review of the matter(s) in dispute and render a decision in writing within thirty (30) calendar days of receipt of such position. Any such decision is final and binding, unless a Party shall, within thirty (30) calendar days request further review as provided by this article.

If requested within thirty (30) calendar days of the decision by the Chief of the Contracting Office, ACC-NJ, further review will be conducted by the President of the COMPANY Board and the ACC-NJ Director of Contracting. In the event of a decision, or in absence of a decision within sixty (60) calendar days of referral to the President of the COMPANY Board and the ACC-NJ Director of Contracting (or such other period as agreed to by the parties), either party may pursue any right or remedy provided by law. Alternatively, the parties may agree to explore and establish an Alternate Disputes Resolution procedure to resolve this dispute.

C. Limitation of Liability and Damages

In no event shall the liability of the COMPANY exceed the funding received for their performance of this Agreement.

No Party shall be liable to any other Party for consequential, punitive, special and incidental damages or other indirect damages, whether arising in contract (including warranty), tort (whether or not arising from the negligence of a Party) or otherwise, except to the extent such damages are caused by a Party's willful misconduct; Notwithstanding the foregoing, claims for contribution toward third-party injury, damage, or loss are not limited, waived, released, or disclaimed.

ARTICLE VI: CONFIDENTIAL INFORMATION

A. Definitions

"Disclosing Party" means COMPANY, or their subcontractors or suppliers, or the Government who discloses Confidential Information as contemplated by the subsequent Paragraphs.

"Receiving Party" means COMPANY, or their subcontractors or suppliers, or the Government who receives Confidential Information disclosed by a Disclosing Party.

"Confidential Information" means information and materials of a Disclosing Party which are designated as confidential or as a Trade Secret in writing by such Disclosing Party, whether by letter or by use of an appropriate stamp or legend, prior to or at the same time any such information or materials are disclosed by such Disclosing Party to the Receiving Party. Notwithstanding the foregoing, materials and other information which are orally, visually, or electronically disclosed by a Disclosing Party, or are disclosed in writing without an appropriate letter, stamp, or legend, shall constitute Confidential Information or a Trade Secret if such Disclosing Party, within thirty (30) calendar days after such disclosure, delivers to the Receiving Party a written document or documents describing the material or information and indicating that it is confidential or a Trade Secret, provided that any disclosure of information by the Receiving Party prior to receipt of such notice shall not constitute a breach by the Receiving Party of its obligations under this Paragraph. "Confidential Information" includes any information and materials considered a Trade Secret by the COMPANY on its own behalf or on behalf of their subcontractors or suppliers.

"Trade Secret" means all forms and types of financial, business, scientific, technical, economic, or engineering or otherwise proprietary information, including, but not limited to, patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if:

- (a) The owner thereof has taken reasonable measures to keep such information secret; and
- (b) The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by, the public.

B. Exchange of Information: The Government may from time to time disclose Government Confidential Information to the COMPANY and its subcontractors or suppliers, in connection with a particular project, and the COMPANY and its subcontractors or suppliers, may from time to time disclose information that is Trade Secret or Confidential Information to the Government in connection with the OTA or performance thereunder. Neither the Government nor COMPANY or their subcontractors or suppliers shall transfer Confidential Information or Trade Secrets independently developed by the Government or the COMPANY or their subcontractors or suppliers, absent an express written agreement between the Parties providing the terms and conditions for such disclosure. Parties shall promptly notify each other of any actual or suspected misuse or unauthorized disclosure of Trade Secret or Confidential Information.

C. Confidentiality and Authorized Disclosure: The Receiving Party agrees, to the extent permitted by law, that Confidential Information and Trade Secrets shall remain the property of the Disclosing Party (no one shall disclose

unless they have the right to do so), and that, unless otherwise agreed to by the Disclosing Party, Confidential Information and Trade Secrets shall not be disclosed, divulged, or otherwise communicated by it to third parties or used by it for any purposes other than in connection with specified project efforts and the licenses granted in Article IX, Patent Rights, and Article VIII, Data Rights, provided that the duty to protect such "Confidential Information" and "Trade Secrets" shall not extend to materials or information that:

- (a) Are received or become available without restriction to the Receiving Party under a proper, separate agreement,
- (b) Are not identified with a suitable notice or legend per Article entitled "Confidential Information" herein,
- (c) Are lawfully in possession of the Receiving Party without such restriction to the Receiving Party at the time of disclosure thereof as demonstrated by prior written records,
- (d) Are or later become part of the public domain through no fault of the Receiving Party,
- (e) Are received by the Receiving Party from a third party having no obligation of confidentiality to the Disclosing Party that made the disclosure,
- (f) Are developed independently by the Receiving Party without use of Confidential Information or Trade Secrets as evidenced by written records,
- (g) Are required by law or regulation to be disclosed; provided, however, that the Receiving Party has provided written notice to the Disclosing Party promptly so as to enable such Disclosing Party to seek a protective order or otherwise prevent disclosure of such information.

D. Return of Proprietary Information: Upon the request of COMPANY, the Government shall promptly return all copies and other tangible manifestations of the Confidential Information or Trade Secrets disclosed. Upon request by the Government, COMPANY shall promptly return all copies and other tangible manifestations of the Confidential Information disclosed by the Government. As used in this section, tangible manifestations include human readable media as well as magnetic and digital storage media.

E. Term: Except to the extent covered by and subject to other provisions of this Agreement or the specific Project Agreement, the obligations of the Receiving Party under this Article shall continue for a period of five (5) years after the expiration or termination of this Agreement.

The Government and the COMPANY shall flow down the requirements of this Article VI to their respective personnel, agents, partners, and team members receiving such Confidential Information or Trade Secrets under this OTA

ARTICLE VII: PUBLICATION AND ACADEMIC RIGHTS

A. Use of Information: Subject to the provisions of Article VI, Confidential Information, and Article VII, Publication and Academic Rights at paragraph 9.2, the COMPANY and the Government shall have the right to publish or otherwise disclose information and/or data developed by the Government and/or the respective COMPANY under this Agreement. The COMPANY and the Government (and its employees) shall include an appropriate acknowledgement of the sponsorship of the Research Projects by the Government and the COMPANY in such publication or disclosure. The Parties shall have only the right to use, disclose, and exploit any such data and Confidential Information or Trade Secrets in accordance with the rights held by them pursuant to this Agreement. Notwithstanding the above, the Parties shall not be deemed authorized by this paragraph 9.1, alone, to disclose any Confidential Information or Trade Secrets of the Government or the COMPANY.

B. Classified Research Projects: If a release of Confidential Information or Trade Secrets is for a classified Research Project, the provisions of the DoD Security Agreement (DD Form 441), Certificate Pertaining to Foreign Interests (SF 328), and the DoD Contract Security Classification Specification (DD Form 254) apply. The Government will be responsible for the completion of the DD Form 254. The COMPANY member must complete the DD Form 441 and SF 328 and provide them to the Government through for review by the proper Government representatives, the Industrial Security Representative at the cognizant Defense Security Service (DSS) office for DD Form 441 and SF 328 and the VRA's local Security office for the DD Form 254.

C. Review or Approval of Technical Information for Public Release.

(a) At least 30 days prior to the scheduled release date, COMPANY shall submit to the AO two copies of the information to be released along with Clearance of Technical Information for Public Release Form INME-PIC-IM Form 3002, 1 MAR 2011, who will route the information to the AOR and other appropriate parties for review and approval.

The AOR is hereby designated as the approval authority for the AO for such releases.

(b) Where the COMPANY has Academic Research Institutions performing fundamental research on campus, the COMPANY shall require the same to provide papers and publications for provision to the AOR, through the AO, for review and comment 30 days prior to formal paper/publication submission. However, if that Academic Research Institution incorporates into its research results or publications artifacts produced by and provided to these institutions by the COMPANY on behalf of other non-educational institutions or has authors listed on the paper who are not employees or students of the Academic Research Institution then the procedures in PARAGRAPH (a) ABOVE must be followed.

(c) Parties to this Agreement are responsible for assuring that an acknowledgment of government support will appear in any publication of any material based on or developed under this OTA, using the following acknowledgement terms:

“Effort sponsored by the U.S. Government under Other Transaction number W15QKN-17-9-1029 between the Palantir USG, Inc. and the Government. The U.S. Government is authorized to reproduce and distribute reprints for Governmental purposes notwithstanding any copyright notation thereon.”

(d) Parties to this Agreement are also responsible for assuring that every publication of material based on or developed under this project contains the following disclaimer:

“The views and conclusions contained herein are those of the authors and should not be interpreted as necessarily representing the official policies or endorsements, either expressed or implied, of the U.S. Government.”

The COMPANY shall flow down these requirements to its partners and team members, at all tiers.

ARTICLE VIII: DATA RIGHTS

A. Definitions

“Commercial Computer Software” as used in the Article is defined in DFARS 252-227-7014(a)(1) (Jun 1995).

“Commercial Computer Software License” means the license terms under which Commercial Computer Software is sold or offered for sale, lease or license to the general public.

“Computer Data Base” as used in this Agreement, means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

“Computer program” as used in this Agreement means a set of instructions, rules, or routines in a form that is capable of causing a computer to perform a specific operation or series of operations.

“Computer software” as used in this Agreement means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated or recompiled. Computer software does not include computer data bases or computer software documentation.

“Computer software documentation” means owner’s manuals, user’s manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

“Data” as used in this Article of this Agreement, means computer software, computer software documentation, form, fit and function data, and technical data as defined in this Article.

“Form, fit and function data” means technical data that describes the required overall physical, functional and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

“Government purpose rights” means the rights to use, modify, duplicate or disclose the “Data” licensed with such rights under this Agreement within the Government for United States Government purposes only; and to release or disclose data outside the Government to any authorized persons pursuant to an executed non-disclosure agreement for such persons’ use, modification, or reproduction for United States Government purposes only. United States Government purposes include Foreign Military Sales purposes and competitive re-procurement.

“Limited rights” as used in this Article is as defined in DFARS 252.227-7013(a)(14).

“Restricted rights” as used in this Article is as defined in DFARS 252.227-7014(a)(15).

“Specially Negotiated License Rights” are those rights to Data that have been specifically negotiated between the Government and the COMPANY.

“Technical data” means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

“Unlimited rights” means the rights to use, modify, duplicate, release, or disclose Data, in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

B. Data Categories:

1. Category A is Data developed and paid for totally by non-governmental funds, whether pre-existing or concurrently developed proprietary data, trade secret data, or data related to COMPANY products. The COMPANY retains all rights to Category A Data.
2. Category B is any Data developed under this Agreement, using Government funds, which cannot be disclosed without compromising the Category A data.
3. Category C is any COMPANY developed Data, excluding Category A and B data, developed during the performance of work under this Agreement.
4. Category D is third party proprietary data used in performance of work under this Agreement, including but not limited to, technical data, software, trade secrets and mask works.

Any Data developed outside of this Agreement with Government funding in whole or in part under a Government agreement, contract or subcontract shall have the rights negotiated under such prior agreement, contract or subcontract; the Government shall get no additional rights in such Data under this Agreement.

C. Allocation of Principal Rights

1. The parties agree that in consideration for the Government's funding, and in lieu of any Government rights to Category A, B or D data (except as contained in paragraph 4 below), the COMPANY intends to reduce to practical application materials and processes developed under this Agreement.

2. All COMPANY provided Products and Documentation, including configurations to be provided, are Category A Data. No deliveries to the Government of Category B data are contemplated or required under this Agreement.

3. If applicable, the Government shall have immediate and irrevocable Government Purpose Rights to all Category C Data.

4. If applicable, the COMPANY shall deliver third-party computer software, Category D data, as required for the performance or operation of other computer software required to be delivered in the performance of this Agreement, with such rights as it is able to negotiate with the software vendor.

5. Data that will be delivered, furnished, or otherwise provided to the Government under this Agreement, in which the Government has previously obtained rights, shall be delivered, furnished, or provided with the pre-existing rights, unless (a) the parties have agreed otherwise, or (b) any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

D. Identification of Principal Rights.

COMPANY offers a "commercial item" as defined at 48 C.F.R. 2.101, consisting of commercial computer software, commercial computer software documentation and commercial services. Government agrees that its (i) use, duplication, reproduction, release, modification, disclosure, or transfer of the Products and any related Documentation of any kind, including, without limitation, technical data and manuals, will be subject to the terms and conditions of this Agreement, in accordance with Defense Federal Acquisition Regulation Supplement 227.7202-1, (ii) the Products and Documentation were developed fully at private expense and (iii) all other use of the Products and Documentation except in accordance with the license grant provided above is strictly prohibited. in accordance with the intellectual and data rights for commercial software defined in FAR 27.405-3 and FAR 12.212. The Government retains all rights, title and interest in and to any technical data, analysis, and content the Government provides for transmission, storage, integration, import, display, distribution, or use in or through the Product, as well as any applications the Government or third-party vendors create on top of the Product. COMPANY retains all intellectual property rights in its Products and Documentation.

E. Marking of Data: All Products and related Documentation delivered by COMPANY is Category A Data and will be marked as such where possible. Any additional Data, such as the Preliminary Project Plan and Final Report, delivered under this Agreement shall be marked with the following legend: "This data is being delivered as Category (insert category) Data, as defined in Agreement W15QKN-17-9-1029. Use, duplication, or disclosure is subject to the restrictions as stated in Agreement W15QKN-17-9-1029 NUMBER between the COMPANY and the Government."

In the event that the COMPANY learns of a release to the Government of its unmarked Data that should have contained a restricted legend, the COMPANY will have the opportunity to cure such omission going forward by providing written notice to the AO within six (6) months of the erroneous release.

F. Prior Technology

1. In the event it is necessary for the COMPANY to furnish the Government with Data which existed prior to, or was produced outside of this Agreement, and such Data embodies trade secrets or comprises commercial or financial information which is privileged or confidential, and such Data is so identified with a suitable notice or legend, the Data will be maintained in confidence and disclosed and used by the Government and such Government Contractors or contract employees that the Government may hire on a temporary or periodic basis only for the purpose of carrying out the Government's responsibilities under this Agreement. Data protection will include proprietary markings and handling, and the signing of nondisclosure agreements by such Government Contractors or contract employees. The COMPANY shall not be obligated to provide Data that existed prior to, or was developed outside of this Agreement to the Government. Upon completion of activities under this Agreement, such Data will be disposed of as requested by the COMPANY.

2. Oral and Visual Information: If information which the COMPANY considers to embody trade secrets or to comprise commercial or financial information which is privileged or confidential is expressly disclosed orally or visually directly to the Government, the exchange of such information must be memorialized in tangible, recorded form and marked with a suitable notice or legend, and furnished to the Government within thirty (30) calendar days after such oral or visual disclosure, or the Government shall have no duty to limit or restrict, and shall not incur any liability for any disclosure and use of such information. If the Government reasonably determines that the memorialization of the exchange is insufficiently detailed to enable it to identify the privileged or confidential information, COMPANY shall provide additional detail at the Government's request, subject to restrictions on use and disclosure.

3. Disclaimer of Liability: Notwithstanding the above, the Government shall not be restricted in, nor incur any liability for, the disclosure and use of:

(a) Data not identified with a suitable notice or legend as set forth in this Article; nor

(b) Information contained in any Data for which disclosure and use is restricted, if such information is or becomes generally known without breach of the above, is properly known to the Government or is generated by the Government independent of carrying out responsibilities under this Agreement, is rightfully received from a third party without restriction, or is included in Data which the COMPANY has furnished, or is required to furnish to the Government without restriction on disclosure and use.

Notwithstanding F.3.(a) of this Article above, if the COMPANY cures the omission of the suitable notice or legend, the restrictions, and related liability for disclosure and use of such information shall apply after cure unless it is then unrestricted under F.3(b) of this Article above.

G. Copyright

The COMPANY reserves the right to protect by copyright works developed under this Agreement. All such copyrights will be in the name of the COMPANY or the author, as determined by COMPANY policies. The COMPANY hereby grants to the U.S. Government a non-exclusive, non-transferable, royalty-free, fully paid-up license to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, for governmental purposes, any copyrighted materials developed (excluding Data) under this Agreement to which it owns the copyright, and to authorize others to do so.

H. Lower Tier Agreements

The COMPANY shall include this Article, suitably modified to identify the parties, in all, subcontracts or lower tier agreements, regardless of tier, or experimental, developmental, or research work.

I. Survival Rights

Provisions of this Article shall survive termination of this Agreement.

ARTICLE IX: PATENT RIGHTS

RESERVED

ARTICLE X: FOREIGN ACCESS TO TECHNOLOGY AND EXPORT CONTROL**1. Foreign Access to Technology**

This Article X shall remain in effect during the term of this Agreement.

A. Definition

a) "Foreign Firm or Institution" means a firm or institution organized or existing under the laws of a country other than the United States, its territories, or possessions. The term includes, for purposes of this Agreement, any agency or instrumentality of a foreign government; and firms, institutions or business organizations which are owned or substantially controlled by foreign governments, firms, institutions, or individuals.

b) "Know-How" means all information including, but not limited to discoveries, formulas, materials, inventions, processes, ideas, approaches, concepts, techniques, methods, software, programs, documentation, procedures, firmware, hardware, technical data, specifications, devices, apparatus and machines.

c) "Technology" means discoveries, innovations, Know-How and inventions, whether patentable or not, including computer software, recognized under U.S. law as intellectual creations to which rights of ownership accrue, including, but not limited to, patents, trade secrets, mask works, and copyrights developed under this Agreement.

B. General: The Parties agree that research findings and technology developments arising under this Agreement may constitute a significant enhancement to the national defense, and to the economic vitality of the United States. Accordingly, access to important technology developments under this Agreement by Foreign Firms or Institutions must be carefully controlled. The controls contemplated in this Article are in addition to, and are not intended to change or supersede, the provisions of the International Traffic in Arms Regulation (22 CFR Part 121 et seq.), the DoD Industrial Security Regulation (DoD 5220.22-R) and the Department of Commerce Export Regulation (15 CFR Part 770 et seq.)

C. Restrictions on Sale or Transfer of Technology to Foreign Firms or Institutions

a) In order to promote the national security interests of the United States and to effectuate the policies that underlie the regulations cited above, the procedures stated in subparagraphs C(b), C(c), and C(d) below shall apply to any transfer of Technology. For purposes of this paragraph, a transfer includes a sale of the company, and sales or licensing of Technology. Transfers do not include:

(i) sales of products or components, or

(ii) licenses of software or documentation related to sales of products or components, or

(iii) transfer to foreign subsidiaries of the COMPANY member entities for purposes related to this Agreement, or

(iv) transfer which provides access to Technology to a Foreign Firm or Institution which is an approved source of supply or source for the conduct of research under this

Agreement provided that such transfer shall be limited to that necessary to allow the firm or institution to perform its approved role under this Agreement.

(v) releases pursuant to Article VII hereof ("Publication and Academic Rights")

b) The COMPANY shall provide timely notice to the Government of any proposed transfers of Technology developed under this Agreement to Foreign Firms or Institutions. If the Government determines that the transfer may have adverse consequences to the national security interests of the United States, the COMPANY and the Government shall jointly endeavor to find alternatives to the proposed transfer which obviate or mitigate potential adverse consequences of the transfer but which provide substantially equivalent benefits to the COMPANY.

c) In any event, the COMPANY shall provide written notice to the Government AO's Representative and AO of any proposed transfer to a foreign firm or institution at least sixty (60) calendar days prior to the proposed date of transfer. Such notice shall cite this Article and shall state specifically what is to be transferred and the general terms of the transfer. Within thirty (30) calendar days of receipt of the COMPANY's written notification, the Government AO shall advise the COMPANY whether it consents to the proposed transfer. In cases where the Government does not concur or if within sixty (60) calendar days after its receipt the Government has provided no decision, the COMPANY may utilize the procedures under Article V, Disputes. No transfer shall take place until a decision is rendered.

d) In the event a transfer of Technology to Foreign Firms or Institutions which is NOT approved by the government takes place, the COMPANY shall (a) refund to the Government those funds paid under this OTA for the development of the Technology and (b) provide to the Government a non-exclusive, nontransferable, irrevocable, paid-up license to practice or have practiced on behalf of the United States the Technology throughout the world for Government and any and all other purposes, particularly to effectuate the intent of this Agreement. Upon request of the Government, the COMPANY shall obtain and provide written confirmation of such licenses.

D) Lower Tier Agreements

The COMPANY shall include this Article, suitably modified, to identify the Parties, in all Project Agreements or lower tier agreements, regardless of tier, for experimental, developmental, or research work.

2. Export Control

A. Export Compliance.

Each Party agrees to comply with U.S. Export regulations including, but not limited to, the requirements of the Arms Export Control Act, 22 U.S.C. § § 2751-2794, including the International Traffic in Arms Regulation (ITAR), 22 C.F.R. § 120 et seq. ; and the Export Administration Act, 50 U.S.C. app. § 2401-2420. Each party is responsible for obtaining from the Government export licenses or other authorizations/approvals, if required, for information or materials provided from one party to another under this Agreement. Accordingly, the COMPANY shall not export, directly, or indirectly, any products and/or technology, Confidential Information, Trade Secrets, or Classified and Unclassified Technical Data in violation of any U.S. Export laws or regulations.

B. Flowdown.

The COMPANY shall include this Article, suitably modified, to identify all Parties, in all lower tier agreements. This Article shall, in turn, be included in all sub-tier subcontracts or other forms of lower tier agreements, regardless of tier.

ARTICLE XI: OPSEC

- (a) Access and General Protection/Security Policy and Procedures. All contractor employees, including subcontractor employees, shall comply with all installation and facility access and local security policies and procedures (provided by Government representative), and security/emergency management exercises. The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by the Installation Provost Marshal Office, Director of Emergency Services, or Security Office. The contractor workforce shall comply with all personal identity verification and accountability requirements as directed by DoD, HQDA, and/or local policy. Should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes. During FPCONs Charlie and Delta, services/installation access may be discontinued/postponed due to higher threat. Services will resume when FPCON level and/or threat is reduced to an acceptable level as determined by the Installation Commander. Contractor person working on an installation shall participate in the installation Random Antiterrorism Measures Program as directed. Contractor shall be subject to and comply with vehicle searches, wearing of ID badges, etc.
- (b) iWatch (See Something, Say Something) Training: All contractor employees, including subcontractor employees, shall receive training and participate in the local iWATCH program (training standards provided by the requiring activity ATO). This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the AOR. This training shall be completed within 45 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever applies, and then annually thereafter. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee to the AOR within 14 calendar days after completion of training by all employees and subcontractor personnel.
- (c) Access to DoD Facility or Installation: All contractor employees, including subcontractor employees, shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (Army Directive 2014-05/AR 190-13); applicable installation, facility and area commander installation and facility access and local security policies and procedures (provided by the AOR).
- (d) Information Management Army Information Technology/IA: The contractor shall be capable of accessing, handling, receiving and storing UNCLASSIFIED documents, equipment, hardware and test items using three applicable standards of For Official Use Only (FOUO) information. All Controlled Unclassified Information (documents designated as FOR OFFICIAL USE ONLY and/or LIMITED DISTRIBUTION) shall be submitted by a controlled means using UPS mail, Safe Access File Exchange (SAFE) website and/or DoD Army approved encryption software as per AR 25-1.
- (e) For Official Use Only Information (FOUO) and Controlled Unclassified Information (CUI): Contract personnel shall be capable of accessing, handling, receiving and storing UNCLASSIFIED documents, equipment, hardware and test items using applicable standards of FOUO and CUI.
- (f) OPSEC Training: In accordance with AR 530-1 (or DoDM 5205.02-M), new contractor employees, including subcontractor employees, shall complete initial OPSEC training within 30 calendar days of award and must also complete annual OPSEC awareness as provided by the appropriately designated OPSEC level II trained OPSEC Officer/Coordinator. The contractor shall arrange training through the AOR.
- (g) Public Release of Information: In accordance with AR 530-1 (or DoDM 5205.02-M), an OPSEC review will be performed by the Government prior to all public release of information. All Government information intended for public release by a contractor shall undergo a Government OPSEC review prior to release. The OPSEC review will be performed as part of the Public Review Process described in Article VII.

ARTICLE XII: TITLE AND DISPOSITION OF PROPERTY**A. Definitions**

In this Article, “property” means any tangible personal property other than property actually consumed during the execution of work under this Agreement.

B. Title to Property

No significant items of property are expected to be acquired under this Agreement by the COMPANY. Title to any item of property valued \$10,000 or less that is acquired by the COMPANY in performance of the Prototype Project covered by this Agreement shall remain with the COMPANY with no further obligation of the Parties unless otherwise determined by the AO. Should any item of property with an acquisition value greater than \$10,000 be required, the COMPANY shall obtain prior written approval of the AO. Title to this property shall also remain with the COMPANY. The COMPANY shall be responsible for the maintenance, repair, protection, and preservation of all such property at its own expense. Property acquired pursuant to this clause shall not be considered as in exchange for services in performance of the project, but shall be considered a Government contribution to the project.

ARTICLE XIII: EXECUTION

This Agreement constitutes the entire agreement of the Parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions among the Parties, whether oral or written, with respect to the subject matter hereof. This Agreement may be revised only by written consent of the COMPANY and the ACC-NJ Agreements Officer designated in this Agreement. By executing this agreement, the COMPANY affirms that it is a non-traditional defense contractor, and, as a result, is eligible to be awarded this Agreement.

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been added by full text:

LIST OF ATTACHMENTS**LIST OF ATTACHMENTS:**

ATTACHMENT 0001: DD 254, dated 17-OCT 2017. Four (4) pages.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE J		PAGE OF PAGES 1 32	
2 AMENDMENT/MODIFICATION NO P00002		3 EFFECTIVE DATE 28-Mar-2018		4 REQUISITION/PURCHASE REQ NO SEE SCHEDULE		5 PROJECT NO (If applicable)	
6 ISSUED BY US ARMY CONTRACTING COMMAND PH PPS ROAD PICATINNY NJ 07806-5000		CODE W15QKN		7 ADMINISTERED BY (If other than item 6) See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) PALANTIR USG, NC. 635 WAVERLEY ST PALO ALTO CA 94301-2550				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. W15QKN-17-9-1029			
				X 10B. DATED (SEE ITEM 13) 26-Sep-2017			
CODE 51W88		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Supplemental Agreement IAW OTA Article IV.							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b) (6) See Continuation Sheet.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				(b) (6)			
				(b) (6)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				BY (b) (6)		28-Mar-2018	
				(Signature of Contracting Officer)			

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

CONTINUATION SHEET

This modification serves the following purposes:

1. Incorporate a revised DD254 to Section J,
2. Extend the Period of Performance end-date to 31-May 2018,
3. Revised Section B delivery dates for CLINs 0003 and 0004,
4. Add CLIN 0005, Additional 60 days of Software License Access, to Section B,
5. Add funding in the amount of (b) (4) to CLIN 0005 for extension of the software license and contract support
6. As a result of the aforementioned changes, the agreement's obligated amount has increased by (b) (4). The agreement's total obligated amount hereby increases FROM (b) (4), and
7. Update the WAWF Payment Instructions in Article IV.

All other terms and conditions remain unchanged.

Modification P00002 to Other Transaction Agreement (OTA) W15QKN-17-9-1029 is hereby entered into mutual agreement between Palantir and the Government under the terms set forth in the base OTA and under the Authority of 10 U.S.C §2371b.

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$200,000.00 from \$500,000.00 to \$700,000.00.

SECTION B - SUPPLIES OR SERVICES AND PRICES

(b) (4)



(b) (4)

CLIN 0005 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Milestone 5 FFP	1	Lot	(b) (4)	(b) (4)
	(b) (4)				
	(b) (4)				
	(b) (4)				
	(b) (4)				
	(b) (4)				
	(b) (4)				
				NET AMT	(b) (4)
	(b) (4)				(b) (4)
	(b) (4)				(b) (4)

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for CLIN 0005:

INSPECT AT Destination	INSPECT BY Government	ACCEPT AT Destination	ACCEPT BY Government
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(b) (4)

(b) (4)



SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b) (4)

(b) (4)

CLIN 0005:

Funding on CLIN 0005 is initiated as follows:

ACRN: AB

CIN: U18AP3161ANG010001

(b) (4)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:
TERMS AND CONDITIONS

AGREEMENT BETWEEN

UNITED STATES ARMY CONTRACTING COMMAND – NEW JERSEY
PICATINNY ARSENAL, NJ 07806-5000

AND

PALANTIR USG, INC.
635 WAVERLY STREET
PALO ALTO, CA 94301

Agreement No.: W15QKN-17-9-1029

Total Amount of the Agreement: \$700,000

Authority: 10 U.S.C. § 2371b, Section 815 of the 2016 National Defense Authorization Act.

TABLE OF CONTENTS**ARTICLES**

ARTICLE I	Scope of the Agreement
ARTICLE II	Term, License Grant, and Cloud Terms
ARTICLE III	Agreement Administration
ARTICLE IV	Obligation and Payment
ARTICLE V	Disputes
ARTICLE VI	Confidential Information
ARTICLE VII	Publication and Academic Rights
ARTICLE VIII	Data Rights
ARTICLE IX	Patent Rights
ARTICLE X	Foreign Access to Technology and Export Control
ARTICLE XI	OPSEC
ARTICLE XII	Title and Disposition of Property
ARTICLE XIII	Execution

ARTICLE I: SCOPE OF THE AGREEMENT

A. Background

This Other Transaction Agreement (OTA) is awarded based upon the prototype project proposed by Palantir USG, Inc., hereinafter referred to as “The Company” in response to the Defense Innovation Unit – Experimental (DIUx) Commercial Solutions Offering (CSO). The principle purpose of this OTA will be demonstrate to the United States Air Force (USAF) the utility of the *Gotham* data management platform to address supply chain risk and management issues that have potential to impact USAF supply chain pipelines.

B. Definitions

“Agreement” or “OTA” refers to the Other Transaction Agreement, as authorized under 10 U.S.C. 2371b, between the Government and Palantir USG, Inc. Agreement No. W15QKN-17-9-1029.

“Agreements Officer (AO)” is the United States Army Contracting Command – New Jersey Contracting Activity warranted Contracting Officer authorized to sign the final agreement for the Government.

“Agreements Officer’s Representative (AOR)” is the individual designated by the Government on a per project basis to monitor all technical aspects; the AOR shall only assist in agreement administration of the specific project to the extent expressly delegated such administration authority in writing in the Project Agreement by the responsible Agreements Officer.

“Contracting Activity” means an element of an agency designated by the agency head and delegated broad authority regarding acquisition functions. It also means elements or another agency designated by the director of a defense agency which has been delegated contracting authority through its agency charter.

“Date of Completion” is the date on which all work is completed or the date on which the period of performance ends.

“Development” means the systematic use, under whatever name, of scientific and technical knowledge in the design, development, test, or evaluation of an existing or potential new technology, product or service (or of an improvement in an existing technology, product or service) for the purpose of meeting specific performance requirements or objectives. Development includes the research functions of design engineering, prototyping, and engineering testing.

“Effective Date” means the date when this Agreement is signed and executed by the Agreements Officer for the Government.

“Government” or “customer” means the U.S. Government.

“Government Fiscal Year” means the period commencing on October 1 and ending September 30 of the following calendar year.

“Milestone” means a scheduled event signifying the completion of a major deliverable or a set of related deliverables as identified in the Statement of Work

“Other Transactions Agreement (OTA)” is the term commonly used to refer to the 10 USC 2371b authority to enter into transactions other than contracts, grants or cooperative agreements. The Department of Defense (DoD) currently has authority to make awards that are directly relevant to enhancing the mission effectiveness of military personnel and the supporting platforms, systems, components, or materials proposed to be acquired or developed by the Department of Defense, or to improvement of platforms, systems, components, or materials in use by the armed forces. OTAs are acquisition instruments that generally, are not subject to the federal laws and regulations governing procurement (FAR based) contracts. As such, they are not required to comply with the Federal Acquisition Regulation (FAR), its supplements (i.e. DFARS) or laws that are limited in applicability to procurement contracts.

“Parties” means Government and the COMPANY by its authorized agent where collectively identified and “Party” where each entity is individually identified.

“Payable Milestone” means that once a milestone has been met (see definition of “milestone”), the Government can approve payment to the COMPANY of a predetermined dollar amount in relation to performance of a particular project under the Other Transaction Agreement.

“Program” means the overall effort to be funded by the Agreement, which is described in the Statement of Work appended to this Agreement in Article I(C).

“Product” means COMPANY proprietary commercial software product(s) specified in the Agreement or provided in connection with this Agreement, and any helpers, extensions, plug-ins, and add-ons, in any format, including any improvements, modifications, derivative works, patches, updates, and upgrades thereto that COMPANY provides to Government in connection with this Agreement.

“Signatory Authority” refers to the individual that has the authority to legally bind a party to an agreement.

C. Scope

Statement of Work for Supply Chain Visualization and Analytics

1.0 Background

The government lacks visibility into the vast amount of public, private, and open-source data associated with its global supply chain. Currently, the government uses more than 300 legacy data systems to support its operations, often relying on manual workarounds to bridge disparate data structures and sources. As a result, when its supply chain is disrupted, the government is often unaware for hours, days, or even weeks after, and lacks rapid access to the information and analytical tools it needs to effectively respond. This deficiency to make timely, authoritative logistical decisions to support operations around the world creates serious but avoidable risks to personnel and the mission.

The government needs innovative business intelligence solutions to identify the resources required to support multiple theaters and organizations around the world, and to manage the accompanying logistics constraints (including supply chain and distribution). This logistics common operating picture (LOG COP) will need to access and move structured and unstructured data seamlessly across classified and unclassified nodes. Additionally, the data will need to be stored in a secure cloud environment. Ultimately, a solution that meets these requirements will empower commanders to simultaneously access advanced analytical and reporting tools to effectively coordinate and manage resources across the government’s global operations.

2.0 Pilot Objectives

This pilot will be rolled out to four locations and run over a timeline of six months, including 120 days of access to the Palantir Gotham software. The 120-day test period will commence upon completion of the Initial Project Work phase as described in Section 3.8.1.

The pilot will integrate data from government-identified sources and unstructured open sources into the LOG COP. The LOG COP will be implemented on SIPRNeT for the pilot, with hardware provided by the Contractor and hosted at Tinker Air Force Base, Oklahoma. The initial pilot will also minimally demonstrate the ability to integrate unclassified and classified data into the SIPRNeT environment. Classified/SIPRNeT Data Source Program Managers may require vendor to demonstrate their ability to access sources on NIPRNeT prior to providing access to SIPRNeT cloud environment. Specific data sources are listed in Section 9.3.

The LOG COP will provide total asset visibility, predictive analysis, and comprehensive, timely, and accurate information to anticipate demand, assess logistics feasibility, and support course of action (COA) development. During initial kickoff and project scoping exercises, government and Contractor stakeholders will agree on specific areas of focus, which are anticipated to be aircraft and engine supply chain issues.

[REDACTED]		
[REDACTED]		
[REDACTED]		
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		

(b) (4)		Monthly

3.0 Technical Requirements

- 3.1 **Software Licenses:** Contractor shall provide Palantir commercial term licenses for this pilot, no later than thirty (30) days after government accreditation of the Palantir Gotham platform (Ref. Appendix A). Licenses will be available to the government for a period of 180 days.
- 3.2 **Software Configuration:** The Palantir environments shall be configured specific to the workflows, objective, and outcomes of the Pilot. The contractor shall configure Palantir for:
 - 3.2.1 **Integration and management of equipment, supply, and operations data.** The Contractor shall integrate disparate data sets (see 9.3) from the government's authorized systems into a common platform. Administrators and advanced users shall be able to monitor, analyze and transform data as it is added to the platform, with access to advanced analytics.
 - 3.2.2 **Enterprise Readiness & Total Asset Visibility.** Once data has been integrated and synchronized, the contractor shall configure the platform to enable users to investigate and analyze consolidated logistics data with intuitive analysis tools. Users shall be able to interact with and manipulate massive-scale datasets without having to manually export, join, or otherwise manipulate the data. Users shall be able to assess global supply levels, perform trend analysis, and identify instances of over- or under-supply.
 - 3.2.3 **Logistics COA Development.** The contractor shall configure the platform to enable logistics personnel to conduct rapid COA development and refinement, taking into account current and future operational needs. Users shall be able to seamlessly collaborate on COA development with supporting personnel, as well as brief finalized COAs to decision-makers, either directly from within the platform or by exporting data and analysis to a variety of open formats and/or industry formats, including CSV, Excel, Powerpoint or KML/KMZ.
- 3.3 **Installation & Hosting:**
 - 3.3.1 Contractor shall deploy two (2) Palantir environments: staging and production on SIPRNeT. The staging environment mirrors the production environment and is used to test and verify data integrations and software configurations. A NIPRNeT presence shall be required to pull data from NIPRNeT data sources and to push to SIPRNeT.
 - 3.3.2 The Palantir platform shall be deployed on commodity hardware hosted at a CONUS-based site at the government's discretion.
- 3.4 **Data Integration:** The pilot shall focus on SIPRNeT-based data sources, with NIPRNeT/Unclassified data being integrated contingent with Data Transfer Officer authority and/or access to an existing cross-domain solution.
- 3.5 **Training:** The Contractor shall travel to deployment and integration sites, as necessary, to conduct training, integration, and maintenance activities.
- 3.6 **Reporting & Documentation**
 - 3.6.1 The Contractor shall provide documentation for use, maintenance, and administration of the solution.
 - 3.6.2 The Contractor shall provide a preliminary project plan and integration technical report no later than 30 days after award. This report shall detail configuration, if any, on the Contractor's platform in order to produce a commercially viable and deployable platform. The report shall also detail what actions are necessary for the Contractor and the government in order to integrate and deploy the platform for use by the government.
 - 3.6.3 The Contractor shall provide status updates to the project sponsors on a bi-weekly basis. The report shall detail the status of integration and deployment activities, noting progress on or changes to the preliminary project plan. Details shall include analysis of mission fit, user feedback, and recent/upcoming training events.
 - 3.6.4 The Contractor shall provide a final report at the end of Phase II. Report shall detail mission fit, user feedback, and letters and testimonials. Report shall also include a

The Principal period will include bi-weekly collaborative configuration sprints with government users to refine workflows, the continued integration of additional data sources relevant to the LOG COP, and regular check-ins with Pilot sponsors. During the Principal period, the Contractor shall also configure the platform to address a minimum of three product configurations/analytical views to match specific government workflows requirements. The Contractor shall also hold User Training and Feedback sessions with relevant stakeholders. The Principal Period shall also cover pilot evaluation activities, during which the government and the Contractor will jointly assess the impact of the Pilot, and set up briefings or demonstrations with executive sponsors from the government. Executive sponsor briefings, to potentially include the HAF/A4; Commander, Air Force Sustainment Center; and Commander, Pacific Air Forces, will be required to ensure alignment of the platform to current and future government goals. The Contractor shall continue to integrate the secondary data sources throughout the Principal Period (Ref. 9.3.4).

Entity	2019	2020	2021	2022	2023	2024
Entity A	100	100	100	100	100	100
Entity B	100	100	100	100	100	100
Entity C	100	100	100	100	100	100
Entity D	100	100	100	100	100	100
Entity E	100	100	100	100	100	100
Entity F	100	100	100	100	100	100
Entity G	100	100	100	100	100	100
Entity H	100	100	100	100	100	100
Entity I	100	100	100	100	100	100
Entity J	100	100	100	100	100	100
Entity K	100	100	100	100	100	100
Entity L	100	100	100	100	100	100
Entity M	100	100	100	100	100	100
Entity N	100	100	100	100	100	100
Entity O	100	100	100	100	100	100
Entity P	100	100	100	100	100	100
Entity Q	100	100	100	100	100	100
Entity R	100	100	100	100	100	100
Entity S	100	100	100	100	100	100
Entity T	100	100	100	100	100	100
Entity U	100	100	100	100	100	100
Entity V	100	100	100	100	100	100
Entity W	100	100	100	100	100	100
Entity X	100	100	100	100	100	100
Entity Y	100	100	100	100	100	100
Entity Z	100	100	100	100	100	100

[illegible]

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Contractor personnel shall also conduct classified and unclassified work in Contractor facilities to include, but not limited to, Mountain View, CA, and Washington, D.C.

Work may be performed at additional locations based on government user requirements.

8.0 Security

In order to perform the work, this effort will require the company to have access to government facilities up to the secret level. Access to military installations and facilities may require a government escort. The government will provide a DD254 to detail the type and level of access required for the company to perform the aforementioned work. The Contractor shall provide cleared personnel to perform the aforementioned work on the Contractor's behalf.

9.0 Government Furnished Equipment (GFE) and Support

The government will provide the following equipment and support during the Initial Project Work, and will continue to provide the same throughout the POP:

- 9.2 **Installation Access and Badging:** The government will secure Contractor pilot personnel with all necessary badging, including issuing of Common Access Cards (CAC). Due no later than 60 days after award date.
- 9.3 **Data Access:** Due no later than 60 days after award date, the government will secure access and authorizations for the following Priority Data Sources:
 - 9.3.1 Logistics Information Mission Support-Enterprise View (LIMS-EV)
 - 9.3.2 Deliberate Crisis Action Planning & Execution Segment/Logistics Feasibility Assessment Capability (DCAPES/LOGFAC)
 - 9.3.3 Geospatial Information Systems (GIS)
 - 9.3.4 Secondary Data Sources:
 - 9.3.4.1 Integrated Data Environment (IDE) / Global Transportation Network (GTN) Convergence (IGC)
 - 9.3.4.2 Weapon Systems Management Information System/Requirements Availability Execution Module (WSMIS)
- 9.4 **Network Access:** The government will provide access to the network environment, including remote access from contractor's secure locations, and any required SIPRNeT tokens during the Initial Project Work. The government will also approve use of a data collection/ingestion agent installed on the government's network to coordinate ingestion from upstream data sources, which may hold data source credentials provided by the government. Due no later than 60 days after award date.
- 9.5 **On-Site Space:** The government will provide the Contractor Project Team with access to working space, as required, for initial setup, training, and maintenance. Contractor Project Team will have access to project site locations.
- 9.6 **Data Transfer Officer:** The government will certify a Contractor representative as a Data Transfer Officer (DTO) for the pilot to ensure the Contractor can transfer data from NIPRNeT to

SIPRNeT in a timely manner, or will provide access to an existing DTO within the government.
Due no later than 60 days after award date.

Appendix A: Platform Capabilities

The following are minimum capabilities that will be demonstrated by the contractor's platform:

1.1 Data Integration

- 1.1 The Contractor shall deliver a commercial data management platform that acquires data from numerous authoritative data sources in an automated manner that minimizes or eliminates the requirement for manual intervention during data acquisition and enables information management.
- 1.2 The platform will be capable of integrating data from unclassified data sources into a SIPR-hosted platform.
- 1.3 Data-agnostic data integration, including structured, unstructured, and semi-structured data integration capabilities at terabyte scale
- 1.4 Data resynchronization mechanisms to stay in sync with changing data sources and push any changes to the main repository
- 1.5 Graphical interfaces for importing and structuring small data sources, such as an Excel spreadsheet, through the front-end user interface with "drag and drop" functionality
- 1.6 Data "pull" jobs through a RESTful web API or direct connections that refresh data and can be run manually or on a schedule
- 1.7 Data "push" jobs through JDBC/ODBC drivers that provide automatic updates of data
- 1.8 The Contractor shall perform necessary integration with DOD, supplier, and carrier systems to meet the DOD requirement.
- 1.9 The Contractor shall provide management of information (integrated and stored data) to enable user to rapidly develop COA recommendations.
- 1.10 Government will approve use of a data collection/ingestion agent installed the government's network to coordinate ingestion from upstream data sources, which may hold data source credentials provided by the Government.

1.2 Flexibility and Extensibility

- 1.1 Use of open and non-proprietary data and file formats for easy export and accessibility to other software systems. Export formats include Microsoft Office (.ppt, .doc, .xls), HTML, CSV, ArcGIS (.shp), Google Earth (kmz and kml), and XML
- 1.2 Designed with cross-platform programming languages, including Java and HTML5, for operation on any platform
- 1.3 Public and open application programming interfaces (APIs) for extensibility and interfacing with other software products (e.g., legacy programs of record, specialized analytical software, entity extractors, natural language processing toolkits, and web services)

1.3 Analytics and Visualization

- 1.1 The Contractor shall deliver a solution that presents a broad and immediate awareness of actual or predicted perturbations in the supply chain to enable the DOD and AF to contain, mitigate, and repair the consequences.
- 1.2 The Contractor shall deliver a configurable solution (user-defined operating picture (UDOP)) which integrates, analyzes, and visualizes information from multiple disparate data sources, both private and public.
- 1.3 The Contractor shall provide real-time awareness of combat support and logistics resources to multiple locations and echelons simultaneously.
- 1.4 The Contractor shall provide a web-based solution that enables access and/or launching through a modern web browser, such as Google Chrome or Mozilla Firefox.
- 1.5 The Contractor shall deliver a solution that presents information in ways that is immediately understandable and actionable to users other than data scientists, including:
 - 1.1 Spreadsheet editor with live collaboration, data validation, and integration with the platform intended to capture hand-edited, continually-updated data, making it available to additional products.

- 1.2 Interactive, top-down, large-scale data exploration application to allow non-technical users to iteratively explore massive-scale data in a top-down, point-and-click application and filter billions of pieces of data into a digestible set of useful information.
- 1.3 Web application framework that allows analysts and business users to create applications and dashboards that are dynamically linked to the underlying data
- 1.4 Security and Infrastructure
 - 1.1 Role-based access controls that are assignable to individual users or groups of users and are stored in lists, which can be updated at any time
 - 1.2 Specific degrees of access assignable to individual users and including a number of permissions (ownership, write, read, discovery, and no access)
 - 1.3 Multi-source authentication (e.g., enterprise LDAP, PKI, Active Directory, etc.) as well as Single Sign-On (SSO) capabilities
 - 1.4 Data encryption at rest via compliant mechanisms (e.g., full disk encryption, Kerberos)
 - 1.5 SSL/TLS encryption of data in transit from client-to-server or server-to-server
 - 1.6 The Contractor shall provide a solution that either:
 - 1.1 Meets DOD Risk Management Framework (RMF) accreditation requirements and has an authority to operate (ATO) on DOD NIPRNET and SIPRNET, or
 - 1.2 Achieves an entry on the Air Force/Enterprise/Approved Products Listing (AF/EAPL) and is permitted to be installed and operate on DOD NIPRNET and SIPRNET; or
 - 1.3 Can achieve an Interim Authority to Operate (IATO) on DOD NIPRNET and SIPRNET for the duration of the pilot effort.
 - 1.7 The Contractor shall also host the solution on commodity hardware located within an AF-approved data center.
 - 1.8 The Contractor shall provide a solution capable of delivering integrated classified and unclassified content to SIPRNET users.
 - 1.9 The Contractor shall provide secure collaboration across the logistics enterprise between organizations, teams, and role based users.
- 1.5 The Contractor shall deliver capability and product improvements in phases using automated push updates with minimal interruption to user access and workflows.

ARTICLE II: TERM, LICENSE GRANT and CLOUD TERMS

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[REDACTED]

B. Grant of Limited License & Ownership

Subject to Government's continued and full compliance with all of the terms and conditions of this Agreement, the COMPANY hereby grants to Government a non-transferable, non-exclusive, limited license, without any right to sublicense, during the Term, to install, execute and use the Products solely for its internal purposes, and only (i) in accordance with the technical specification documentation provided to Government by COMPANY with regard to the Products ("Documentation") and (ii) in accordance with the scope outlined in Article I.C.

Except for the limited license rights expressly provided herein, COMPANY retains all rights, title and interest in and to the Products, Documentation and any other related documentation or materials provided by COMPANY hereunder (including, without limitation, all patent, copyright, trademark, trade secret and other intellectual or

industrial property rights embodied in any of the foregoing). Government 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 Government under this Agreement. Government will maintain the copyright notice and any other notices or product identifications that appear on or in any Products and any associated media.

Government 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), except that Government may make a reasonable number of copies of the Products and/or Documentation solely for backup, archival or disaster recovery purposes; (v) allow the transfer, transmission, export, or re-export of any Product (or any portion thereof) or any COMPANY technical data; or (vii) perform benchmark tests without the prior written consent of COMPANY (any results of such permitted benchmark testing shall be deemed Confidential Information of COMPANY). Notwithstanding these restrictions, nothing shall prevent Customer from development of software that interfaces with COMPANY’S public APIs. Notwithstanding the foregoing, or any statement to the contrary herein, portions of the Product may be provided with notices and open source licenses from such communities and third parties that govern the use of those portions, and any licenses granted hereunder do not alter any rights and obligations Government 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.

C. Cloud Terms

CERTAIN DEFINITIONS. IN ADDITION TO THE TERMS DEFINED IN ARTICLE II, PARAGRAPH B AND OTHER SECTIONS OF THE AGREEMENT, THE FOLLOWING CAPITALIZED TERMS WILL HAVE THE MEANINGS INDICATED BELOW UNLESS OTHERWISE SPECIFICALLY DEFINED IN ANY EXHIBITS HERETO.

“Cloud Client Software” means the software provided by COMPANY for installation locally by Customer in order to access the Cloud Solution.

“Cloud Solution(s)” means COMPANY’S service to provide a cloud platform for data analysis, including access to the Product and any Updates that are made available in connection with this Agreement.

“Cloud Content” means any data or content that is provided by Customer for transmission, storage, integration, import, display, distribution or use in or through use of the Cloud Solutions.

“Intellectual Property Rights” means patent, copyright, trademark, trade secret and other intellectual or industrial property rights.

“Cloud Software” means the Product, any third- party software used to deliver the Cloud Solutions, the Cloud Client Software, and any improvements, modifications, derivative works, patches, updates, and upgrades thereto that COMPANY develops or provides to Customer hereunder.

“Cloud Updates” means Cloud Solution changes that COMPANY implements in the applicable generally available Cloud Solution without the payment of additional fees, and associated Client Software updates. Updates do not include new platform services that COMPANY makes available for an additional charge.

PROVISION OF CLOUD SOLUTIONS

Provision of Cloud Solutions. At Customer’s request, and in lieu of the limited license grant provided in Section 2 of the Agreement authorizing Customer to install, execute and use the Products in object code format, COMPANY will provide Customer with access to the Cloud Solution pursuant to the applicable Statement of Work during the applicable Term associated with such Cloud Solution solely for its internal business purposes, and for use in accordance with the technical specification documentation provided to Customer by COMPANY with regard to the Cloud Solutions (“Cloud Documentation”).

Authorized User Accounts. Customer may establish Cloud Solution accounts (“Accounts”) for Customer’s employees or independent contractors with a need access the Cloud Solutions on behalf of Customer (“Authorized Users”). Customer shall inform each Authorized User of its obligations under, and ensure that each Authorized User at all times abides by, the terms of this Agreement. Customer shall immediately notify COMPANY in the event that Customer or an Authorized User becomes aware of any violation of the terms of this Agreement. Customer shall be liable for any breach of this Agreement or Addendum by an Authorized User.

Account Protection. Customer shall be solely responsible for administering Accounts that are established by Customer (if any). Customer agrees to provide access to the Cloud Client Software and Cloud Solutions only to Authorized Users, and to require such Authorized Users to keep Account login information, including user names and passwords, strictly confidential and not provide such Account login information to any unauthorized parties. Customer is responsible for, to the extent reasonably possible, maintaining the confidentiality of Account login information. In the event that Customer or any Authorized User becomes aware that the security of any Account login information has been compromised, Customer shall promptly de-activate such Account or change the Account’s login information.

Cloud Client Software. COMPANY hereby grants to Customer a non-exclusive, nontransferable, limited license to use the Cloud Client Software during the Term for the sole purposes of using and receiving Cloud Solutions. At COMPANY’S request, Customer will promptly install Updates to the Cloud Client Software provided by COMPANY.

Customer Information, Materials and Content. Customer shall provide COMPANY with all information, assistance and materials, including access to Cloud Content, as reasonably required for COMPANY to activate and operate the Cloud Solutions for Customer pursuant to the Agreement and this Addendum. Customer grants and agrees to grant to COMPANY a non-exclusive license to use, copy, store, process, retrieve, and display such information and materials in connection with the provision of the Cloud Solutions for Customer. COMPANY is not permitted to disclose Cloud Content without Customer’s consent unless required to do so pursuant to applicable law or regulation or requests or orders of judicial, governmental or regulatory entities (including without limitation subpoenas).

Updates. COMPANY will have the right to update the Cloud Solutions from time to time, *provided* that COMPANY will not materially diminish the functionality or performance of the Cloud Solutions unless such changes are made: (i) to address digital rights management or security issues, (ii) in response to claims, litigation, or loss of license rights related to third-party Intellectual Property Rights, or (iii) to comply with applicable law or regulation or requests or orders of judicial, governmental or regulatory entities.

Aws terms and conditions. At Customer’s request COMPANY is providing the Products and/or Cloud Solution for use with Amazon Web Services (“AWS”), and is authorized to open and/or operate an AWS account on behalf of Customer and, as applicable, in Customer’s name. COMPANY is not responsible or liable for the services provided by AWS (including, without limitation, uptime guarantees, outages, or failure). Customer authorizes COMPANY, as COMPANY deems necessary to (a) access such AWS account on behalf of customer and (b) use, modify, and operate on all Content in order to provide the Products and Cloud Solution. If COMPANY receives a third-party subpoena or other compulsory legal order or process regarding Customer’s account or Content, COMPANY may provide Customer notice, except where providing notice is prohibited by the legal process itself, by court order, or by applicable law or where COMPANY has reason to believe providing notice could create a risk of injury or death to any person. If COMPANY is obligated to respond to a third-party subpoena or other request or order of judicial, governmental or regulatory entities, Customer will agree to negotiate reimbursement, subject to availability of funding, of COMPANY for reasonable attorneys’ fees, as well as for the time and materials spent by COMPANY responding to the third-party subpoena or other request or order of judicial, governmental or regulatory entities.

CLOUD PROPRIETARY RIGHTS.

Customer acknowledges and agrees that ARTICLES II, V, VI, and VIII of this Agreement apply in full and extend to any provision of Cloud Solutions, Cloud Client Software, Cloud Software, Cloud Documentation, Cloud Updates and any other related documentation or materials provided by COMPANY (including without limitation all Intellectual Property Rights embodied in any of the foregoing).

Content. As between the Parties, Customer retains all rights, title, and interest in and to the Cloud Content.

Usage Data. COMPANY may collect analytics, statistics or other data related to the Content and Customer’s use of

the Cloud Solutions (i) in order to provide the Cloud Solutions to Customer; (ii) for statistical use (provided that such data is not personally identifiable); or (iii) to monitor, analyze, maintain and improve the Cloud Solutions.

CUSTOMER REPRESENTATIONS AND WARRANTIES.

CUSTOMER CLOUD CONTENT. CUSTOMER REPRESENTS, WARRANTS AND COVENANTS TO COMPANY THAT (I) IT WILL NOT TRANSMIT, STORE, INTEGRATE, IMPORT, DISPLAY, DISTRIBUTE, USE OR OTHERWISE MAKE AVAILABLE ANY CLOUD CONTENT THAT IS, OR IS OBTAINED IN A MANNER THAT IS, UNAUTHORIZED, IMPROPER OR ILLEGAL; (II) NO CLOUD CONTENT INFRINGES UPON OR VIOLATES ANY OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, PRIVACY, PUBLICITY OR OTHER PROPRIETARY RIGHTS; (III) THIS AGREEMENT OR ADDENDUM IMPOSES NO OBLIGATIONS, BY CONTRACT OR LOCAL, STATE, FEDERAL, INTERNATIONAL LAW, REGULATION OR ORDINANCE, WITH RESPECT TO CLOUD CONTENT, UNLESS EXPLICITLY AGREED IN THE STATEMENT OF WORK. CUSTOMER ACKNOWLEDGES THAT ALL CLOUD CONTENT THAT CUSTOMER TRANSMITS, STORES, INTEGRATES, IMPORTS, DISPLAYS, DISTRIBUTES, USES OR OTHERWISE MAKES AVAILABLE THROUGH USE OF THE CLOUD SOLUTIONS 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 SUBJECT TO THE EXTENT OF LIABILITY PERMISSIBLE UNDER FEDERAL LAW. ALL DISPUTES ARISING UNDER OR RELATING TO THIS CONTRACT SHALL BE RESOLVED IN ACCORDANCE WITH "ARTICLE V: DISPUTES" WITHIN THIS AGREEMENT.

D. Early Termination of Agreement Provision

1. Subject to a reasonable determination that the program, or a project funded under the program, will not produce beneficial results commensurate with the expenditure of resources, the Government may terminate performance of work under this OTA, in whole or in part, if the AO determines that a termination is in the Government's interest. The AO shall terminate by delivering to the COMPANY a Notice of Termination specifying the extent of termination and the effective date.

After receipt of a Notice of Termination, and except as directed by the AO, the COMPANY shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due:

- (1) Stop work and direct its subcontractors/vendors/suppliers/partners to stop work as specified in the notice.
- (2) Place no further orders for materials, services, or facilities, except as necessary to complete the continued portion of the OTA.
- (3) Terminate all orders to the extent they relate to the work terminated.
- (4) Assign to the Government, as directed by the AO, all right, title, and interest of the COMPANY under the orders terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
- (5) With approval or ratification to the extent required by the AO, settle all outstanding liabilities and termination settlement proposals arising from the termination of orders; the approval or ratification will be final for purposes of this clause.
- (6) As directed by the AO, transfer title to the following, where applicable, and deliver to the Government -

(i) The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and

(ii) The completed or partially completed plans, drawings, information, and other property that, if the order had been completed, would have been required to be furnished to the Government.

(7) Complete performance of any work not terminated, if applicable.

(8) Take any action that may be necessary, or that the AO may direct, for the protection and preservation of the property related to this project that is in the possession of the COMPANY and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the AO, any property of the types referred to under Article II.B. Termination Provisions, (6)(i) and (ii).

The proceeds of any transfer or disposition of project property will be applied to reduce any payments to be made by the Government under this Agreement, including credited to the price or cost of the work, or paid in any other manner directed by the AO.

In the event of a termination of this Agreement, the Government shall have patent rights as described in Article IX, Patent Rights, and rights in Data as described in Article VIII, Data Rights. Failure of the Parties to agree to an equitable adjustment shall be resolved pursuant to Article V, Disputes.

Nothing in this section shall be construed as a limitation of the rights of either party in the event of a breach of contract or default by the other party.

E. Stop Work Clause

As directed by the AO, the COMPANY shall stop all, or any part, of the work called for under this Agreement for a period of 90 days after the written order is delivered, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this Article. Upon receipt of the order, the COMPANY shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered, or within any extension of that period to which the parties shall have agreed, the AO shall either:

- (a) Cancel the stop-work order; or
- (b) Terminate the work covered this Agreement.

If a stop work order issued under this clause is canceled, the COMPANY shall resume work. The Government shall make an equitable adjustment in the delivery schedule or negotiated price, or both, and the Government's share of this Agreement shall be modified, in writing, accordingly, if—

(1) The stop-work order results in an increase in the time required for, or in the cost properly allocable to, the performance of any part of this Agreement; and

(2) The COMPANY asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Government decides the facts justify the action, the Government may receive and act upon a proposal submitted at any time before final payment under this Agreement.

ARTICLE III: AGREEMENT ADMINISTRATION

Unless otherwise provided in this Agreement, approvals permitted or required to be made by the ACC-NJ Contracting Activity may be made only by the ACC-NJ Contracting Activity Agreements Officer. Administrative and contractual matters under this Agreement shall be referred to the following representatives of the parties:

(b) (6)

[REDACTED]

[REDACTED]

[REDACTED]

Each party may change its representatives named in this Article by written notification to the other party.

Cognizant Defense Contract Management Agency Office:

DCMA STOCKTON
3247 WEST MARCH LANE
SUITE 300
STOCKTON, CA 95219

Cognizant Defense Finance and Accounting Service Office:

DFAS - COLUMBUS CENTER (DoDAAC: HQ0339)
WEST ENTITLEMENT OPERATIONS
P O BOX 182317
COLUMBUS, OH 43218-2317
Phone: 800-756-4571
FAX: 877-749-4843

ARTICLE IV: OBLIGATION AND PAYMENT

A. Obligation: Except as specified in Article V: Disputes, the Government's liability to make payments to the COMPANY is limited only to those funds obligated under this Agreement or by modification to the Agreement. The ACC-NJ Contracting Activity may incrementally fund this Agreement. If modification becomes necessary in performance of this Agreement, pursuant to Article IV of this Agreement, the AO and the COMPANY shall establish and execute a mutually agreed to revised Schedule of Payable Milestones consistent with the current Statement of Work.

B. Project Payments: Milestone payments shall be made in accordance with the Milestone Payment Schedule in Article I (C) of this agreement.

C. Reserved.

D. Reserved.

E. Payable Milestones: The COMPANY shall submit invoices for processing according to the milestone payment schedule via the Invoice, Receipt, Acceptance, and Property Transfer (iRAPT) application of the Wide Area Work Flow (WAWF) system, according to the guidelines set forth below. Payments will be made by Defense Finance and Accounting Service, DFAS - COLUMBUS CENTER (DoDAAC: HQ0339) WEST ENTITLEMENT OPERATIONS.

1. The WAWF system is the method to electronically process vendor payment requests and receiving reports. To access WAWF, the COMPANY shall have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site. The COMPANY shall follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

2. The COMPANY shall submit an "Invoice 2-N-1" request through WAWF utilizing the following Routing Data to fill in the applicable fields in WAWF when creating payment requests in the system.

Routing Data Table

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0339
Issue By DoDAAC	W15QKN
Admin DoDAAC	W15QKN
Inspect By DoDAAC	HQ0833
Accept at Other DoDAAC	HQ0833

3. All payment requests shall include an invoice (contractor's format is acceptable) to include at a minimum, invoice number, milestone payment number and contract number. Note, all invoices shall be for exact payment amount as referenced in Section B of the Agreement. Partial milestones shall not be submitted.

4. The COMPANY shall include the following WAWF email notifications when submitting invoices to assure payment approval:

(b) (6)

5. For technical WAWF help, contact the WAWF helpdesk at 866-618-5988 or OTAINVOICES@diux.mil.

F. Electronic Fund Transfer: COMPANY must be enrolled in EFT by contacting the paying office designated in the Agreement and requesting Form SF 3881, Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Plan. This form must be completed by the COMPANY and the COMPANY's financial institution, and returned to the paying office. The paying office will complete the process and notify the COMPANY that EFT enrollment is complete. All payments under this agreement will be held until the COMPANY provides the required EFT enrollment information. The CAGE Code and DUNS number for the COMPANY are as follows: CAGE Code: 51W88; DUNS number: 825284321. Registration in the System Award for Management (SAM) is mandatory.

G. Limitation of Funds: Except as set forth in Article V, the Government's financial liability will not exceed the amount obligated under this Agreement and available for payment.

H. Financial Records and Reports: The COMPANY shall maintain adequate records to account for Federal funds received under this Agreement and shall maintain adequate records to account for COMPANY Project Agreement funding provided under this Agreement, should cost sharing procedures be implemented for funding a particular project. COMPANY relevant financial records are subject to examination or audit on behalf of the ACC-NJ Contracting Activity by the Government for a period not to exceed three (3) years after expiration of the term of the Agreement. The AO or designee shall have direct access to sufficient records and information of the, COMPANY to ensure full accountability for all funding under this Agreement. Such audit, examination or access shall be performed during business hours on business days upon prior written notice and shall be subject to the security requirements of the audited party. Any audit required during the course of the program may be conducted by the Government using Government auditors or, at the request of COMPANY's external CPA accounting firm at the expense of the COMPANY

ARTICLE V: DISPUTES

A. General

The Parties shall communicate with one another in good faith and in a timely and cooperative manner when raising issues under this Article.

B. Dispute Resolution Procedures

Any disagreement, claim or dispute between the ACC-NJ and the COMPANY concerning questions of fact or law arising from or in connection with this Agreement, and, whether or not involving an alleged breach of this Agreement, may be raised only under this Article.

Whenever disputes, disagreements, or misunderstandings arise, the Parties shall attempt to resolve the issue(s) involved by discussion and mutual agreement as soon as practicable. In no event shall a dispute, disagreement or misunderstanding which arose more than three (3) months prior to the notification made under this article constitute the basis for relief under this article unless the Chief of the Contracting Office, ACC-NJ in the interest of justice waives this requirement.

Failing resolution by mutual agreement, the aggrieved Party shall document the dispute, disagreement, or misunderstanding by notifying the other Party through the cognizant AO in writing documenting the relevant facts, identifying unresolved issues, specifying the clarification or remedy sought, and documenting the rationale as to why the clarification/remedy is appropriate. Within ten (10) working days after providing notice to the other Party, the aggrieved Party may, in writing, request a decision by the Chief of the Contracting Office, ACC-NJ. The other Party shall submit a written position on the matter(s) in dispute within thirty (30) calendar days after being notified that a decision has been requested. The Chief of the Contracting Office, ACC-NJ, will conduct a review of the matter(s) in dispute and render a decision in writing within thirty (30) calendar days of receipt of such position. Any such decision is final and binding, unless a Party shall, within thirty (30) calendar days request further review as provided by this article.

If requested within thirty (30) calendar days of the decision by the Chief of the Contracting Office, ACC-NJ, further review will be conducted by the President of the COMPANY Board and the ACC-NJ Director of Contracting. In the event of a decision, or in absence of a decision within sixty (60) calendar days of referral to the President of the COMPANY Board and the ACC-NJ Director of Contracting (or such other period as agreed to by the parties), either party may pursue any right or remedy provided by law. Alternatively, the parties may agree to explore and establish an Alternate Disputes Resolution procedure to resolve this dispute.

C. Limitation of Liability and Damages

In no event shall the liability of the COMPANY exceed the funding received for their performance of this Agreement.

No Party shall be liable to any other Party for consequential, punitive, special and incidental damages or other indirect damages, whether arising in contract (including warranty), tort (whether or not arising from the negligence of a Party) or otherwise, except to the extent such damages are caused by a Party's willful misconduct; Notwithstanding the foregoing, claims for contribution toward third-party injury, damage, or loss are not limited, waived, released, or disclaimed.

ARTICLE VI: CONFIDENTIAL INFORMATION

A. Definitions

"Disclosing Party" means COMPANY, or their subcontractors or suppliers, or the Government who discloses Confidential Information as contemplated by the subsequent Paragraphs.

"Receiving Party" means COMPANY, or their subcontractors or suppliers, or the Government who receives Confidential Information disclosed by a Disclosing Party.

"Confidential Information" means information and materials of a Disclosing Party which are designated as confidential or as a Trade Secret in writing by such Disclosing Party, whether by letter or by use of an appropriate stamp or legend, prior to or at the same time any such information or materials are disclosed by such Disclosing Party to the Receiving Party. Notwithstanding the foregoing, materials and other information which are orally, visually, or electronically disclosed by a Disclosing Party, or are disclosed in writing without an appropriate letter, stamp, or legend, shall constitute Confidential Information or a Trade Secret if such Disclosing Party, within thirty (30) calendar days after such disclosure, delivers to the Receiving Party a written document or documents describing the material or information and indicating that it is confidential or a Trade Secret, provided that any disclosure of information by the Receiving Party prior to receipt of such notice shall not constitute a breach by the Receiving Party of its obligations under this Paragraph. "Confidential Information" includes any information and materials considered a Trade Secret by the COMPANY on its own behalf or on behalf of their subcontractors or suppliers.

"Trade Secret" means all forms and types of financial, business, scientific, technical, economic, or engineering or otherwise proprietary information, including, but not limited to, patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if:

- (a) The owner thereof has taken reasonable measures to keep such information secret; and
- (b) The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by, the public.

B. Exchange of Information: The Government may from time to time disclose Government Confidential Information to the COMPANY and its subcontractors or suppliers, in connection with a particular project, and the COMPANY and its subcontractors or suppliers, may from time to time disclose information that is Trade Secret or Confidential Information to the Government in connection with the OTA or performance thereunder. Neither the Government nor COMPANY or their subcontractors or suppliers shall transfer Confidential Information or Trade Secrets independently developed by the Government or the COMPANY or their subcontractors or suppliers, absent an express written agreement between the Parties providing the terms and conditions for such disclosure. Parties shall promptly notify each other of any actual or suspected misuse or unauthorized disclosure of Trade Secret or Confidential Information.

C. Confidentiality and Authorized Disclosure: The Receiving Party agrees, to the extent permitted by law, that Confidential Information and Trade Secrets shall remain the property of the Disclosing Party (no one shall disclose

unless they have the right to do so), and that, unless otherwise agreed to by the Disclosing Party, Confidential Information and Trade Secrets shall not be disclosed, divulged, or otherwise communicated by it to third parties or used by it for any purposes other than in connection with specified project efforts and the licenses granted in Article IX, Patent Rights, and Article VIII, Data Rights, provided that the duty to protect such "Confidential Information" and "Trade Secrets" shall not extend to materials or information that:

- (a) Are received or become available without restriction to the Receiving Party under a proper, separate agreement,
- (b) Are not identified with a suitable notice or legend per Article entitled "Confidential Information" herein,
- (c) Are lawfully in possession of the Receiving Party without such restriction to the Receiving Party at the time of disclosure thereof as demonstrated by prior written records,
- (d) Are or later become part of the public domain through no fault of the Receiving Party,
- (e) Are received by the Receiving Party from a third party having no obligation of confidentiality to the Disclosing Party that made the disclosure,
- (f) Are developed independently by the Receiving Party without use of Confidential Information or Trade Secrets as evidenced by written records,
- (g) Are required by law or regulation to be disclosed; provided, however, that the Receiving Party has provided written notice to the Disclosing Party promptly so as to enable such Disclosing Party to seek a protective order or otherwise prevent disclosure of such information.

D. Return of Proprietary Information: Upon the request of COMPANY, the Government shall promptly return all copies and other tangible manifestations of the Confidential Information or Trade Secrets disclosed. Upon request by the Government, COMPANY shall promptly return all copies and other tangible manifestations of the Confidential Information disclosed by the Government. As used in this section, tangible manifestations include human readable media as well as magnetic and digital storage media.

E. Term: Except to the extent covered by and subject to other provisions of this Agreement or the specific Project Agreement, the obligations of the Receiving Party under this Article shall continue for a period of five (5) years after the expiration or termination of this Agreement.

The Government and the COMPANY shall flow down the requirements of this Article VI to their respective personnel, agents, partners, and team members receiving such Confidential Information or Trade Secrets under this OTA

ARTICLE VII: PUBLICATION AND ACADEMIC RIGHTS

A. Use of Information: Subject to the provisions of Article VI, Confidential Information, and Article VII, Publication and Academic Rights at paragraph 9.2, the COMPANY and the Government shall have the right to publish or otherwise disclose information and/or data developed by the Government and/or the respective COMPANY under this Agreement. The COMPANY and the Government (and its employees) shall include an appropriate acknowledgement of the sponsorship of the Research Projects by the Government and the COMPANY in such publication or disclosure. The Parties shall have only the right to use, disclose, and exploit any such data and Confidential Information or Trade Secrets in accordance with the rights held by them pursuant to this Agreement. Notwithstanding the above, the Parties shall not be deemed authorized by this paragraph 9.1, alone, to disclose any Confidential Information or Trade Secrets of the Government or the COMPANY.

B. Classified Research Projects: If a release of Confidential Information or Trade Secrets is for a classified Research Project, the provisions of the DoD Security Agreement (DD Form 441), Certificate Pertaining to Foreign Interests (SF 328), and the DoD Contract Security Classification Specification (DD Form 254) apply. The Government will be responsible for the completion of the DD Form 254. The COMPANY member must complete the DD Form 441 and SF 328 and provide them to the Government through for review by the proper Government representatives, the Industrial Security Representative at the cognizant Defense Security Service (DSS) office for DD Form 441 and SF 328 and the VRA's local Security office for the DD Form 254.

C. Review or Approval of Technical Information for Public Release.

(a) At least 30 days prior to the scheduled release date, COMPANY shall submit to the AO two copies of the information to be released along with Clearance of Technical Information for Public Release Form INME-PIC-IM Form 3002, 1 MAR 2011, who will route the information to the AOR and other appropriate parties for review and approval.

The AOR is hereby designated as the approval authority for the AO for such releases.

(b) Where the COMPANY has Academic Research Institutions performing fundamental research on campus, the COMPANY shall require the same to provide papers and publications for provision to the AOR, through the AO, for review and comment 30 days prior to formal paper/publication submission. However, if that Academic Research Institution incorporates into its research results or publications artifacts produced by and provided to these institutions by the COMPANY on behalf of other non-educational institutions or has authors listed on the paper who are not employees or students of the Academic Research Institution then the procedures in PARAGRAPH (a) ABOVE must be followed.

(c) Parties to this Agreement are responsible for assuring that an acknowledgment of government support will appear in any publication of any material based on or developed under this OTA, using the following acknowledgement terms:

“Effort sponsored by the U.S. Government under Other Transaction number W15QKN-17-9-1029 between the Palantir USG, Inc. and the Government. The U.S. Government is authorized to reproduce and distribute reprints for Governmental purposes notwithstanding any copyright notation thereon.”

(d) Parties to this Agreement are also responsible for assuring that every publication of material based on or developed under this project contains the following disclaimer:

“The views and conclusions contained herein are those of the authors and should not be interpreted as necessarily representing the official policies or endorsements, either expressed or implied, of the U.S. Government.”

The COMPANY shall flow down these requirements to its partners and team members, at all tiers.

ARTICLE VIII: DATA RIGHTS

A. Definitions

“Commercial Computer Software” as used in the Article is defined in DFARS 252-227-7014(a)(1) (Jun 1995).

“Commercial Computer Software License” means the license terms under which Commercial Computer Software is sold or offered for sale, lease or license to the general public.

“Computer Data Base” as used in this Agreement, means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

“Computer program” as used in this Agreement means a set of instructions, rules, or routines in a form that is capable of causing a computer to perform a specific operation or series of operations.

“Computer software” as used in this Agreement means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated or recompiled. Computer software does not include computer data bases or computer software documentation.

“Computer software documentation” means owner’s manuals, user’s manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

“Data” as used in this Article of this Agreement, means computer software, computer software documentation, form, fit and function data, and technical data as defined in this Article.

“Form, fit and function data” means technical data that describes the required overall physical, functional and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

“Government purpose rights” means the rights to use, modify, duplicate or disclose the “Data” licensed with such rights under this Agreement within the Government for United States Government purposes only; and to release or disclose data outside the Government to any authorized persons pursuant to an executed non-disclosure agreement for such persons’ use, modification, or reproduction for United States Government purposes only. United States Government purposes include Foreign Military Sales purposes and competitive re-procurement.

“Limited rights” as used in this Article is as defined in DFARS 252.227-7013(a)(14).

“Restricted rights” as used in this Article is as defined in DFARS 252.227-7014(a)(15).

“Specially Negotiated License Rights” are those rights to Data that have been specifically negotiated between the Government and the COMPANY.

“Technical data” means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

“Unlimited rights” means the rights to use, modify, duplicate, release, or disclose Data, in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

B. Data Categories:

1. Category A is Data developed and paid for totally by non-governmental funds, whether pre-existing or concurrently developed proprietary data, trade secret data, or data related to COMPANY products. The COMPANY retains all rights to Category A Data.
2. Category B is any Data developed under this Agreement, using Government funds, which cannot be disclosed without compromising the Category A data.
3. Category C is any COMPANY developed Data, excluding Category A and B data, developed during the performance of work under this Agreement.
4. Category D is third party proprietary data used in performance of work under this Agreement, including but not limited to, technical data, software, trade secrets and mask works.

Any Data developed outside of this Agreement with Government funding in whole or in part under a Government agreement, contract or subcontract shall have the rights negotiated under such prior agreement, contract or subcontract; the Government shall get no additional rights in such Data under this Agreement.

C. Allocation of Principal Rights

1. The parties agree that in consideration for the Government's funding, and in lieu of any Government rights to Category A, B or D data (except as contained in paragraph 4 below), the COMPANY intends to reduce to practical application materials and processes developed under this Agreement.

2. All COMPANY provided Products and Documentation, including configurations to be provided, are Category A Data. No deliveries to the Government of Category B data are contemplated or required under this Agreement.

3. If applicable, the Government shall have immediate and irrevocable Government Purpose Rights to all Category C Data.

4. If applicable, the COMPANY shall deliver third-party computer software, Category D data, as required for the performance or operation of other computer software required to be delivered in the performance of this Agreement, with such rights as it is able to negotiate with the software vendor.

5. Data that will be delivered, furnished, or otherwise provided to the Government under this Agreement, in which the Government has previously obtained rights, shall be delivered, furnished, or provided with the pre-existing rights, unless (a) the parties have agreed otherwise, or (b) any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

D. Identification of Principal Rights.

COMPANY offers a "commercial item" as defined at 48 C.F.R. 2.101, consisting of commercial computer software, commercial computer software documentation and commercial services. Government agrees that its (i) use, duplication, reproduction, release, modification, disclosure, or transfer of the Products and any related Documentation of any kind, including, without limitation, technical data and manuals, will be subject to the terms and conditions of this Agreement, in accordance with Defense Federal Acquisition Regulation Supplement 227.7202-1, (ii) the Products and Documentation were developed fully at private expense and (iii) all other use of the Products and Documentation except in accordance with the license grant provided above is strictly prohibited. in accordance with the intellectual and data rights for commercial software defined in FAR 27.405-3 and FAR 12.212. The Government retains all rights, title and interest in and to any technical data, analysis, and content the Government provides for transmission, storage, integration, import, display, distribution, or use in or through the Product, as well as any applications the Government or third-party vendors create on top of the Product. COMPANY retains all intellectual property rights in its Products and Documentation.

E. Marking of Data: All Products and related Documentation delivered by COMPANY is Category A Data and will be marked as such where possible. Any additional Data, such as the Preliminary Project Plan and Final Report, delivered under this Agreement shall be marked with the following legend: "This data is being delivered as Category (insert category) Data, as defined in Agreement W15QKN-17-9-1029. Use, duplication, or disclosure is subject to the restrictions as stated in Agreement W15QKN-17-9-1029 NUMBER between the COMPANY and the Government."

In the event that the COMPANY learns of a release to the Government of its unmarked Data that should have contained a restricted legend, the COMPANY will have the opportunity to cure such omission going forward by providing written notice to the AO within six (6) months of the erroneous release.

F. Prior Technology

1. In the event it is necessary for the COMPANY to furnish the Government with Data which existed prior to, or was produced outside of this Agreement, and such Data embodies trade secrets or comprises commercial or financial information which is privileged or confidential, and such Data is so identified with a suitable notice or legend, the Data will be maintained in confidence and disclosed and used by the Government and such Government Contractors or contract employees that the Government may hire on a temporary or periodic basis only for the purpose of carrying out the Government's responsibilities under this Agreement. Data protection will include proprietary markings and handling, and the signing of nondisclosure agreements by such Government Contractors or contract employees. The COMPANY shall not be obligated to provide Data that existed prior to, or was developed outside of this Agreement to the Government. Upon completion of activities under this Agreement, such Data will be disposed of as requested by the COMPANY.

2. Oral and Visual Information: If information which the COMPANY considers to embody trade secrets or to comprise commercial or financial information which is privileged or confidential is expressly disclosed orally or visually directly to the Government, the exchange of such information must be memorialized in tangible, recorded form and marked with a suitable notice or legend, and furnished to the Government within thirty (30) calendar days after such oral or visual disclosure, or the Government shall have no duty to limit or restrict, and shall not incur any liability for any disclosure and use of such information. If the Government reasonably determines that the memorialization of the exchange is insufficiently detailed to enable it to identify the privileged or confidential information, COMPANY shall provide additional detail at the Government's request, subject to restrictions on use and disclosure.

3. Disclaimer of Liability: Notwithstanding the above, the Government shall not be restricted in, nor incur any liability for, the disclosure and use of:

(a) Data not identified with a suitable notice or legend as set forth in this Article; nor

(b) Information contained in any Data for which disclosure and use is restricted, if such information is or becomes generally known without breach of the above, is properly known to the Government or is generated by the Government independent of carrying out responsibilities under this Agreement, is rightfully received from a third party without restriction, or is included in Data which the COMPANY has furnished, or is required to furnish to the Government without restriction on disclosure and use.

Notwithstanding F.3.(a) of this Article above, if the COMPANY cures the omission of the suitable notice or legend, the restrictions, and related liability for disclosure and use of such information shall apply after cure unless it is then unrestricted under F.3(b) of this Article above.

G. Copyright

The COMPANY reserves the right to protect by copyright works developed under this Agreement. All such copyrights will be in the name of the COMPANY or the author, as determined by COMPANY policies. The COMPANY hereby grants to the U.S. Government a non-exclusive, non-transferable, royalty-free, fully paid-up license to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, for governmental purposes, any copyrighted materials developed (excluding Data) under this Agreement to which it owns the copyright, and to authorize others to do so.

H. Lower Tier Agreements

The COMPANY shall include this Article, suitably modified to identify the parties, in all, subcontracts or lower tier agreements, regardless of tier, or experimental, developmental, or research work.

I. Survival Rights

Provisions of this Article shall survive termination of this Agreement.

ARTICLE IX: PATENT RIGHTS

RESERVED

ARTICLE X: FOREIGN ACCESS TO TECHNOLOGY AND EXPORT CONTROL**1. Foreign Access to Technology**

This Article X shall remain in effect during the term of this Agreement.

A. Definition

a) "Foreign Firm or Institution" means a firm or institution organized or existing under the laws of a country other than the United States, its territories, or possessions. The term includes, for purposes of this Agreement, any agency or instrumentality of a foreign government; and firms, institutions or business organizations which are owned or substantially controlled by foreign governments, firms, institutions, or individuals.

b) "Know-How" means all information including, but not limited to discoveries, formulas, materials, inventions, processes, ideas, approaches, concepts, techniques, methods, software, programs, documentation, procedures, firmware, hardware, technical data, specifications, devices, apparatus and machines.

c) "Technology" means discoveries, innovations, Know-How and inventions, whether patentable or not, including computer software, recognized under U.S. law as intellectual creations to which rights of ownership accrue, including, but not limited to, patents, trade secrets, mask works, and copyrights developed under this Agreement.

B. General: The Parties agree that research findings and technology developments arising under this Agreement may constitute a significant enhancement to the national defense, and to the economic vitality of the United States. Accordingly, access to important technology developments under this Agreement by Foreign Firms or Institutions must be carefully controlled. The controls contemplated in this Article are in addition to, and are not intended to change or supersede, the provisions of the International Traffic in Arms Regulation (22 CFR Part 121 et seq.), the DoD Industrial Security Regulation (DoD 5220.22-R) and the Department of Commerce Export Regulation (15 CFR Part 770 et seq.)

C. Restrictions on Sale or Transfer of Technology to Foreign Firms or Institutions

a) In order to promote the national security interests of the United States and to effectuate the policies that underlie the regulations cited above, the procedures stated in subparagraphs C(b), C(c), and C(d) below shall apply to any transfer of Technology. For purposes of this paragraph, a transfer includes a sale of the company, and sales or licensing of Technology. Transfers do not include:

(i) sales of products or components, or

(ii) licenses of software or documentation related to sales of products or components, or

(iii) transfer to foreign subsidiaries of the COMPANY member entities for purposes related to this Agreement, or

(iv) transfer which provides access to Technology to a Foreign Firm or Institution which is an approved source of supply or source for the conduct of research under this

Agreement provided that such transfer shall be limited to that necessary to allow the firm or institution to perform its approved role under this Agreement.

(v) releases pursuant to Article VII hereof ("Publication and Academic Rights")

b) The COMPANY shall provide timely notice to the Government of any proposed transfers of Technology developed under this Agreement to Foreign Firms or Institutions. If the Government determines that the transfer may have adverse consequences to the national security interests of the United States, the COMPANY and the Government shall jointly endeavor to find alternatives to the proposed transfer which obviate or mitigate potential adverse consequences of the transfer but which provide substantially equivalent benefits to the COMPANY.

c) In any event, the COMPANY shall provide written notice to the Government AO's Representative and AO of any proposed transfer to a foreign firm or institution at least sixty (60) calendar days prior to the proposed date of transfer. Such notice shall cite this Article and shall state specifically what is to be transferred and the general terms of the transfer. Within thirty (30) calendar days of receipt of the COMPANY's written notification, the Government AO shall advise the COMPANY whether it consents to the proposed transfer. In cases where the Government does not concur or if within sixty (60) calendar days after its receipt the Government has provided no decision, the COMPANY may utilize the procedures under Article V, Disputes. No transfer shall take place until a decision is rendered.

d) In the event a transfer of Technology to Foreign Firms or Institutions which is NOT approved by the government takes place, the COMPANY shall (a) refund to the Government those funds paid under this OTA for the development of the Technology and (b) provide to the Government a non-exclusive, nontransferable, irrevocable, paid-up license to practice or have practiced on behalf of the United States the Technology throughout the world for Government and any and all other purposes, particularly to effectuate the intent of this Agreement. Upon request of the Government, the COMPANY shall obtain and provide written confirmation of such licenses.

D) Lower Tier Agreements

The COMPANY shall include this Article, suitably modified, to identify the Parties, in all Project Agreements or lower tier agreements, regardless of tier, for experimental, developmental, or research work.

2. Export Control

A. Export Compliance.

Each Party agrees to comply with U.S. Export regulations including, but not limited to, the requirements of the Arms Export Control Act, 22 U.S.C. § § 2751-2794, including the International Traffic in Arms Regulation (ITAR), 22 C.F.R. § 120 et seq. ; and the Export Administration Act, 50 U.S.C. app. § 2401-2420. Each party is responsible for obtaining from the Government export licenses or other authorizations/approvals, if required, for information or materials provided from one party to another under this Agreement. Accordingly, the COMPANY shall not export, directly, or indirectly, any products and/or technology, Confidential Information, Trade Secrets, or Classified and Unclassified Technical Data in violation of any U.S. Export laws or regulations.

B. Flowdown.

The COMPANY shall include this Article, suitably modified, to identify all Parties, in all lower tier agreements. This Article shall, in turn, be included in all sub-tier subcontracts or other forms of lower tier agreements, regardless of tier.

ARTICLE XI: OPSEC

- (a) Access and General Protection/Security Policy and Procedures. All contractor employees, including subcontractor employees, shall comply with all installation and facility access and local security policies and procedures (provided by Government representative), and security/emergency management exercises. The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by the Installation Provost Marshal Office, Director of Emergency Services, or Security Office. The contractor workforce shall comply with all personal identity verification and accountability requirements as directed by DoD, HQDA, and/or local policy. Should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes. During FPCONs Charlie and Delta, services/installation access may be discontinued/postponed due to higher threat. Services will resume when FPCON level and/or threat is reduced to an acceptable level as determined by the Installation Commander. Contractor person working on an installation shall participate in the installation Random Antiterrorism Measures Program as directed. Contractor shall be subject to and comply with vehicle searches, wearing of ID badges, etc.
- (b) iWatch (See Something, Say Something) Training: All contractor employees, including subcontractor employees, shall receive training and participate in the local iWATCH program (training standards provided by the requiring activity ATO). This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the AOR. This training shall be completed within 45 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever applies, and then annually thereafter. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee to the AOR within 14 calendar days after completion of training by all employees and subcontractor personnel.
- (c) Access to DoD Facility or Installation: All contractor employees, including subcontractor employees, shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (Army Directive 2014-05/AR 190-13); applicable installation, facility and area commander installation and facility access and local security policies and procedures (provided by the AOR).
- (d) Information Management Army Information Technology/IA: The contractor shall be capable of accessing, handling, receiving and storing UNCLASSIFIED documents, equipment, hardware and test items using three applicable standards of For Official Use Only (FOUO) information. All Controlled Unclassified Information (documents designated as FOR OFFICIAL USE ONLY and/or LIMITED DISTRIBUTION) shall be submitted by a controlled means using UPS mail, Safe Access File Exchange (SAFE) website and/or DoD Army approved encryption software as per AR 25-1.
- (e) For Official Use Only Information (FOUO) and Controlled Unclassified Information (CUI): Contract personnel shall be capable of accessing, handling, receiving and storing UNCLASSIFIED documents, equipment, hardware and test items using applicable standards of FOUO and CUI.
- (f) OPSEC Training: In accordance with AR 530-1 (or DoDM 5205.02-M), new contractor employees, including subcontractor employees, shall complete initial OPSEC training within 30 calendar days of award and must also complete annual OPSEC awareness as provided by the appropriately designated OPSEC level II trained OPSEC Officer/Coordinator. The contractor shall arrange training through the AOR.
- (g) Public Release of Information: In accordance with AR 530-1 (or DoDM 5205.02-M), an OPSEC review will be performed by the Government prior to all public release of information. All Government information intended for public release by a contractor shall undergo a Government OPSEC review prior to release. The OPSEC review will be performed as part of the Public Review Process described in Article VII.

ARTICLE XII: TITLE AND DISPOSITION OF PROPERTY**A. Definitions**

In this Article, “property” means any tangible personal property other than property actually consumed during the execution of work under this Agreement.

B. Title to Property

No significant items of property are expected to be acquired under this Agreement by the COMPANY. Title to any item of property valued \$10,000 or less that is acquired by the COMPANY in performance of the Prototype Project covered by this Agreement shall remain with the COMPANY with no further obligation of the Parties unless otherwise determined by the AO. Should any item of property with an acquisition value greater than \$10,000 be required, the COMPANY shall obtain prior written approval of the AO. Title to this property shall also remain with the COMPANY. The COMPANY shall be responsible for the maintenance, repair, protection, and preservation of all such property at its own expense. Property acquired pursuant to this clause shall not be considered as in exchange for services in performance of the project, but shall be considered a Government contribution to the project.

ARTICLE XIII: EXECUTION

This Agreement constitutes the entire agreement of the Parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions among the Parties, whether oral or written, with respect to the subject matter hereof. This Agreement may be revised only by written consent of the COMPANY and the ACC-NJ Agreements Officer designated in this Agreement. By executing this agreement, the COMPANY affirms that it is a non-traditional defense contractor, and, as a result, is eligible to be awarded this Agreement.

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

LIST OF ATTACHMENTS

LIST OF ATTACHMENTS:

ATTACHMENT 0001: DD 254, signed 15-February 2018. Eight (8) pages.

(End of Summary of Changes)