



**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence

Sheriff's Office



**DATE:** December 21, 2011

**BOARD MEETING DATE:** January 10, 2012

**SPECIAL NOTICE/HEARING:** None

**VOTE REQUIRED:** Majority

**TO:** Honorable Board of Supervisors  
**FROM:** Sheriff Greg Munks  
**SUBJECT:** Agreement with Palantir Technologies, Inc.

**RECOMMENDATION:**

Adopt a Resolution authorizing the:

1. President of the Board to execute an Agreement with Palantir Technologies, Inc. for the purchase of a regional Intelligence Management System for the Northern California Regional Intelligence Center in the amount of \$690,125, for a term commencing January 1, 2012 through June 30, 2012; and
2. Sheriff or Sheriff's designee to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate) and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

**BACKGROUND:**

For the past 14 years, the Northern California High Intensity Drug Trafficking Area (NCHIDTA) program has provided a stable source of federal funding and collaborative regional leadership to combat organized drug trafficking and related crime. In 2004, the Northern California Regional Terrorism Threat Assessment Center (NCRTTAC) was established under the NCHIDTA management to make it possible for public safety agencies to identify and assess terrorist threats in the Bay Area. The NCRTTAC was co-located with the NCHIDTA to form an information "Fusion Center" for Northern California. In 2009, the Fusion Center began doing business as the Northern California Regional Intelligence Center (NCRIC). Because the NCHIDTA and the NCRTTAC are funding streams and not legal entities, the Sheriff serves as the lead agency for both the NCHIDTA and the NCRTTAC.

In 2009, the Sheriff's Office, on behalf of the NCRIC, applied for and was awarded the Southern Border/HIDTA Criminal Narcotics Activity grant under the Bureau of Justice Assistance FY09 Recovery Act Combating Criminal Narcotics Activity Stemming from the Southern Border of the United States: Facilitating Justice Information Sharing, Collaboration and Problem Solving program in the amount of \$800,700. \$690,125 was approved for the purchase of a regional Intelligence Management system (IMS) for the NCRIC's fifteen (15) county area of responsibility (AOR).

The primary objectives of the regional IMS are to 1) deploy a system to share, deconflict and analyze intelligence data currently stored in individual law enforcement agencies' disparate systems; 2) achieve and report measureable success against controlling, reducing and/or preventing criminal narcotics activity, including drug-related crime and violence in the NCRIC's AOR; and 3) increase counter-narcotics activity through increased seizures, group disruptions, dismantlement and arrests.

**DISCUSSION:**

In April 2011, the NCRIC issued a Request for Proposal (RFP) for a regional IMS. Seven (7) vendors submitted proposals and Palantir Technologies, Inc. was the selected vendor.

Palantir Technologies, Inc. will provide the NCRIC a license to their proprietary "Palantir Government" commercial off-the-shelf software, in object code format, including certain updates, modifications, patches and upgrades and shall perform support services that consist of error correction and telephone support and product minor releases or updates.

Palantir Technologies, Inc. has assured compliance with all contract provisions that are required by County Ordinance and administrative memoranda. Risk Management has reviewed the Contractor's insurance certificate to ensure requirements are met. County Counsel has reviewed and approved this Agreement and Resolution as to form.

Approval of the Agreement contributes to the Shared Vision 2025 outcome of a Collaborative Community as the NCRIC is a collaborative regional public safety undertaking which leads to safer communities by improving cooperation and information sharing between agencies.

**PERFORMANCE MEASURES:**

<b>Measure</b>	<b>CY 2010 Actual</b>	<b>CY 2012 Target</b>
Number of Drug Trafficking Organizations (DTOs) disrupted/dismantled	30	36
Number of arrests	1,257	1,510

**FISCAL IMPACT:**

The total cost for the purchase of the regional Intelligence Management System from Palantir Technologies, Inc. will not exceed \$690,125. All costs associated with this purchase will be 100% reimbursable under the Southern Border/HIDTA Criminal Narcotics Activity grant. There is no Net County Cost.

## REQUEST FOR PROPOSAL PROCESS MATRIX

1.	General description of RFP	<p>The Sheriff's Office, on behalf of the Northern California Regional Intelligence Center (NCRIC), requested proposals from vendors to provide a combination of technology and services in the deployment of an automated, regional Intelligence Management System (IMS) for the law enforcement agencies within the NCRIC's area of responsibility (AOR). The primary objectives of the automated, regional IMS are to share, deconflict and analyze intelligence data currently stored in individual law enforcement agencies' disparate systems, achieve and report measurable success against controlling, reducing and/or preventing criminal narcotics activity and to increase counter-narcotics activity through increased seizures, group disruptions, dismantlement, and arrests.</p>
2.	List key evaluation criteria	<ol style="list-style-type: none"> <li>1) Design, capability and functionality of system and application software</li> <li>2) Current availability and ability to demonstrate installation of the proposed software applications required by the NCRIC</li> <li>3) Level of integration between applications and demonstrated interfaces with external systems/devices</li> <li>4) Capability, design and reliability, warranty and expandability of proposed hardware</li> <li>5) Level of training to be provided</li> <li>6) Economic feasibility and justification of all costs</li> </ol>
3.	Where advertised	<ol style="list-style-type: none"> <li>1) San Mateo County web site</li> <li>2) San Mateo County Times</li> </ol>

4.	In addition to any advertisement, list others to whom the RFP announcement was sent	<ol style="list-style-type: none"> <li>1) 4D Security Solutions, Inc.</li> <li>2) Dewpoint</li> <li>3) 21<sup>st</sup> Century Systems, Inc.</li> <li>4) Knowledge Computing Corporation</li> <li>5) Analysts International Corporation</li> <li>6) Palantir Technologies, Inc.</li> <li>7) Environmental Systems Research Institute, Inc.</li> <li>8) Lockheed Martin Corporation</li> <li>9) CIBER, Inc.</li> <li>10) Memex, Inc.</li> <li>11) Tetrus</li> <li>12) 4<sup>th</sup> Dimension Data</li> <li>13) VIP Consulting</li> </ol>
5.	Total number of RFP's sent to prospective proposers	Thirteen (13)
6.	Number of proposals received	Seven (7)
7.	Who evaluated the proposals	<ol style="list-style-type: none"> <li>1) Ronald Brooks, Captain, San Mateo County Sheriff's Office</li> <li>2) Michael Sena, Special Agent Supervisor, Department of Justice</li> <li>3) Joseph Martinez, Lieutenant, San Mateo County Sheriff's Office</li> <li>4) Brian Rodrigues, Information Technology Manager, NCRIC</li> <li>5) Rafael Brinner, Intelligence Office, Department of Homeland Security</li> <li>6) Glenn Gatbonton, Lead Analyst, WSIN</li> </ol>
8.	In alphabetical order, names of proposers (or finalists, if applicable) and location	<ol style="list-style-type: none"> <li>1) Carahsoft/i2, Reston, VA</li> <li>2) GuideSTAR, Westminster, CO</li> <li>3) Microsoft, Mountain View, CA</li> <li>4) Palantir Technologies, Inc., Palo Alto, CA</li> <li>5) SAS/Memex, Irvine, CA</li> <li>6) Skillnet, Sunnyvale, CA</li> <li>7) VIP, Sacramento, CA</li> </ol>

RESOLUTION NO. \_\_\_\_\_

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

\* \* \* \* \*

RESOLUTION AUTHORIZING THE:

1. **PRESIDENT OF THE BOARD TO EXECUTE AN AGREEMENT WITH PALANTIR TECHNOLOGIES, INC. FOR THE PURCHASE OF A REGIONAL INTELLIGENCE MANAGEMENT SYSTEM FOR THE NORTHERN CALIFORNIA REGIONAL INTELLIGENCE CENTER IN THE AMOUNT OF \$690,125, FOR A TERM COMMENCING JANUARY 1, 2012 THROUGH JUNE 30, 2012; AND**
2. **SHERIFF OR SHERIFF'S DESIGNEE TO EXECUTE CONTRACT AMENDMENTS WHICH MODIFY THE COUNTY'S MAXIMUM FISCAL OBLIGATION BY NO MORE THAN \$25,000 (IN AGGREGATE), AND/OR MODIFY THE CONTRACT TERM AND/OR SERVICES SO LONG AS THE MODIFIED TERM OR SERVICES IS/ARE WITHIN THE CURRENT OR REVISED FISCAL PROVISIONS**

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**RESOLVED**, by the Board of Supervisors of the County of San Mateo, State of California, that

**WHEREAS**, the Sheriff's Office, on behalf of the Northern California Regional Intelligence Center (NCRIC), applied for and was awarded the Southern Border/HIDTA Criminal Narcotics Activity grant under the Bureau of Justice Assistance FY09 Recovery Act Combating Criminal Narcotics Activity Stemming from the Southern Border of the United States: Facilitating Justice Information Sharing, Collaboration and Problem Solving program in the amount of \$800,700; and

**WHEREAS**, \$690,125 of the Southern Border/HIDTA Criminal Narcotics Activity grant will be used to purchase a regional Intelligence Management System (IMS) for the NCRIC's fifteen (15) county area of responsibility; and

**WHEREAS**, the primary objective of the regional IMS is to deploy a system to share, deconflict and analyze intelligence data stored in individual law enforcement agencies' disparate systems to achieve and report measurable success against criminal narcotics activity and to increase counter-narcotics activity through increased seizures,

group disruptions, dismantlement and arrests; and

**WHEREAS**, the NCRIC issued a Request for Proposal (RFP) for a regional IMS;  
and

**WHEREAS**, Palantir Technologies, Inc. was the vendor selected to provide the NCRIC a license to their proprietary “Palantir Government” commercial off-the-shelf software as their regional IMS; and

**WHEREAS**, this Board has been presented with a form of such Agreement and has examined and approved it as to both form and content and desires to enter into same.

**NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the:

1. President of the Board, on behalf of the County of San Mateo, is hereby authorized and directed to execute the Agreement with Palantir Technologies, Inc., and the Clerk of this Board shall attest the President’s signature thereto; and
2. Sheriff or Sheriff’s designee is hereby authorized to execute all contract amendments which modify the County’s maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions .

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# AGREEMENT

## BETWEEN THE COUNTY OF SAN MATEO AND PALANTIR TECHNOLOGIES, INC.

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THIS AGREEMENT, entered into this \_\_\_day of \_\_\_\_\_, 2012, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and PALANTIR TECHNOLOGIES INC., hereinafter called "Contractor" or "Palantir";

### WITNESSETH:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of obtaining an enterprise software license and support and maintenance services.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:**

#### **1. EXHIBITS AND ATTACHMENTS**

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A – Services  
Exhibit A-1 – General Terms  
Exhibit B – Payments and Rates

Attachment I – §504 Compliance

#### **2. PRODUCTS TO BE PROVIDED AND SERVICES TO BE PERFORMED BY CONTRACTOR**

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall provide a license to Palantir's proprietary "Palantir Government" commercial off-the-shelf software, in object code format, including certain updates, modifications, patches, and upgrades thereto ("Products"), and shall perform services for County. Products and services shall be provided and performed in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A" and Exhibit "A-1."

### **3. PAYMENTS**

In consideration of the Products and services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." In no event shall the County's total fiscal obligation under this Agreement exceed **SIX-HUNDRED NINETY THOUSAND, ONE HUNDRED TWENTY FIVE DOLLARS AND NO CENTS (\$690,125.00)**.

Any and all payments made pursuant to this Agreement shall be made with Department of Justice Office of Justice Program funds, and are conditional on the County of San Mateo's receipt of FY 09 Recovery Act Combating Criminal Narcotics Activity Stemming from the Southern Border of the United States funds in an amount sufficient to compensate Contractor.

### **4. TERM AND TERMINATION**

Subject to compliance with all terms and conditions, the term of this Agreement shall be **January 1, 2012 to June 30, 2012 (the "Term")**. **This date may be extended if the parties so agree in writing, upon prior approval from the Department of Justice Office of Justice Programs.**

This Agreement may be terminated by Contractor, the Sheriff or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party. In addition, Contractor may terminate this Agreement immediately upon written notice to County in the event of any material breach by County of any term, condition, or provision of this Agreement and failure to remedy the breach within ten (10) calendar days following written notice of such breach from Contractor.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as "Materials") prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

### **5. AVAILABILITY OF FUNDS**

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the county learns of said unavailability of outside funding.

### **6. RELATIONSHIP OF PARTIES**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

### **7. HOLD HARMLESS**

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description arising from Contractor's work hereunder, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from

Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**8. ASSIGNABILITY AND SUBCONTRACTING**

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement. Notwithstanding the foregoing, Contractor may assign this Agreement without consent to any successor to all or substantially all of Contractor's assets or business.

**9. INSURANCE**

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the Department/Division with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Department/Division of any pending change in the limits of liability or of any cancellation or modification of the policy.

- A. Worker's Compensation and Employer's Liability Insurance The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and Contractor will comply with such provisions before commencing the performance of the work of this Agreement.
- B. Liability Insurance The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor itself, by any sub-contractor, or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- 1) Comprehensive General Liability ..... \$1,000,000

- 2) Motor Vehicle Liability Insurance..... \$1,000,000
- 3) Professional Liability ..... \$1,000,000

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

**10. COMPLIANCE WITH LAWS; PAYMENT OF PERMITS/LICENSES**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

**11. NON-DISCRIMINATION AND OTHER REQUIREMENTS**

- A. *Section 504 applies only to Contractors who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.

- D. *Violation of non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to:
- 1) termination of this Agreement;
  - 2) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
  - 3) liquidated damages of \$2,500 per violation;
  - 4) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.
- G. *Compliance with Contractor Employee Jury Service Ordinance.* Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees regular pay the fees received for jury service.

## **12. RETENTION OF RECORDS, RIGHT TO MONITOR AND AUDIT**

- A. Contractor shall maintain all payment records, checks, contracts, amendments, memoranda of understanding, receipts, invoices, upgrade records, and any signed agreements relating to this Agreement or the work performed hereunder ("Required Records") for three (3) years after the County makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

- B. Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the County.
- C. Contractor agrees to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, such records and documents reasonably necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement. Contractor shall cooperate in good faith with any County, Federal or State evaluation of the quality, appropriateness and timeliness of services performed hereunder.

### **13. MERGER CLAUSE**

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

### **14. CONTROLLING LAW**

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California.

### **15. NOTICES**

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United State mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

**In the case of County, to:**

Northern California HIDTA/NCRIC  
Attn: Ronald Brooks, Director  
450 Golden Gate Avenue, 14<sup>th</sup> Floor  
P.O. Box 36102  
San Francisco, CA 94102

**In the case of Contractor, to:**

Palantir  
Attn: Matthew Long, Legal Counsel  
100 Hamilton Avenue, Suite 300  
Palo Alto, CA 94301

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

**COUNTY OF SAN MATEO**

*A Political Sub-division of the  
State of California*

By: \_\_\_\_\_  
President, Board of Supervisors

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

**ATTEST:**

By: \_\_\_\_\_  
Clerk of Said Board

**PALANTIR TECHNOLOGIES, INC.**

By: \_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(PRINTED NAME)

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

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# EXHIBIT A SERVICES

## AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND PALANTIR TECHNOLOGIES, INC.

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In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

### 1. SOFTWARE LICENSE.

The terms, conditions and specifications of the Software License Agreement are set forth in Exhibit A-1 attached hereto and incorporated into this Agreement by reference. In the event that any term in Exhibit A-1 is inconsistent with any other terms of this Agreement, the other terms of this Agreement will prevail.

### 2. PALANTIR SUPPORT SERVICES TERMS

#### A. SUPPORT SERVICES.

Support Services consist of (a) Error Correction and Telephone Support provided to a single technical support contact concerning the installation and use of the then current release of the applicable Product and the Previous Sequential Release and (b) Product Minor Releases or Updates that Palantir in its discretion makes generally available without additional charge to a County that is up to date on all fees due under its current License and Services Agreement. (Any such update will be subject to the Agreement as though it were the applicable Product).

#### B. ERROR PRIORITY LEVELS.

Palantir shall exercise commercially reasonable efforts to correct any Error reported by County in the current unmodified release of Product in accordance with the priority level reasonably assigned to such Error by Palantir.

- P1 Errors - Palantir shall promptly commence the following procedures: (i) assign Palantir engineers to correct the Error; (ii) notify Palantir management that such Errors have been reported and of steps being taken to correct such Error(s); (iii) provide County with periodic reports on the status of the corrections; (iv) initiate work to provide County with a Hotfix; and (v) if appropriate, providing Palantir representatives on site at County's facilities.
- P2 Errors - Palantir shall promptly commence the following procedures: (i) assign Palantir engineers to correct the Error; (ii) notify Palantir management that such Errors have been reported and of steps being taken to correct such Error(s); (iii) provide County with periodic reports on the status of the corrections; (iv) initiate work to provide County with a Hotfix; and (v) if appropriate, providing Palantir representatives on site at County's facilities.
- P3 Errors - Palantir may include the Fix for the Error in the next Service Pack.
- P4 Errors - Palantir may include the Fix for the Error in the next Service Pack.

If Palantir believes that a problem reported by County may not be due to an Error in a Product, Palantir will so notify County. At that time, County may (1) instruct Palantir to proceed with problem determination at its possible expense as set forth below or (2) instruct Palantir that County does not wish the problem pursued at its possible expense. If County requests that Palantir proceed with problem determination at its possible expense and Palantir determines that the error was not due to an Error in the Product, County shall pay Palantir, at Palantir's then-current published rate chart for consulting services, all work performed in connection with such determination, plus reasonable related expenses incurred therewith. County shall not be liable for (i) problem determination or repair to the extent problems are due to Errors in the Product or (ii) work performed under this paragraph in excess of its instructions, or (iii) work performed after County has notified Palantir that it no longer wishes work on the problem determination to be continued at its possible expense (such notice shall be deemed given when actually received by Palantir). If County instructs Palantir that it does not wish the problem pursued at its possible expense or if such determination requires effort in excess of County's instructions, Palantir may, at its sole discretion, elect not to investigate the error with no liability therefore.

**C. RESPONSE TIMES.**

Palantir will use diligent efforts to meet the following response times:

Severity	Response Time	Targeted Resolution Service Level
P1	12 clock hours, 365 days a year	Onsite within 24 clock hours of issue until Error is resolved
P2	12 Business Hours	Onsite within 26 business hours of issue until Error is resolved
P3	24 Business Hours	Error resolved with update release or minor release
P4	60 Business Hours	Error resolved at Palantir's discretion

**D. EXCLUSIONS.**

Palantir shall have no obligation to support: (i) altered or damaged Product or any portion of a Product incorporated with or into other software; (ii) Product that is not the then current release or immediately Previous Sequential Release; (iii) Product problems caused by County's negligence, abuse or misapplication, use of Product other than as specified in the Palantir's user manual or other causes beyond the control of Palantir; or (iv) Product installed on any hardware that is not supported by Palantir; (v) any Product for which Palantir has released a Service Pack, Hotfix or Minor Release or Update that has not been implemented by County within six (6) months after the date first made available by Palantir. Palantir shall have no liability for any changes in County's hardware which may be necessary to use Product due to a Workaround or maintenance release.

**E. COUNTY OBLIGATIONS.**

As a prerequisite to Palantir's obligations hereunder, County agrees to establish and maintain a qualified support team that includes:

- System engineers familiar with the environment and configuration and trained and facile in use of the diagnostic tools provided by Palantir with the Product, including the ability to screen and release this information in a timely manner.
- Trained Oracle DBAs with access to, and knowledge of, the underlying Oracle databases.

- Palantir Trainers to interact with end-users and report problems or issues directly from them.
- Developers familiar with the bespoke portions of Palantir.
- In addition, this team must be generally available and able to collect data and report it back to Palantir within 24 to 48 hours of requests made by Palantir.

#### F. DEFINITIONS.

- “Business Hours” means hours occurring during the period of each day in which Palantir offers Support Services, 8-4 Pacific Standard Time.
- “Error” means an error in a Product that is reproduced by Palantir and which significantly degrades such Product as compared to the Palantir’s published performance specifications.
- “Error Correction” means the use of reasonable commercial efforts to correct Errors.
- “Fix” means the repair or replacement of object or executable code versions of a Product to remedy an Error, substantially impairing County’s use of a Product.
- “Hotfix” means a single, cumulative package that includes one or more files containing Fixes or Workarounds that are used to address a P1 or P2 Errors. “Hotfixes” address a specific customer situation and may not be distributed outside the customer organization. The Hotfix number is identified by the last four digits in the Palantir version number. For example if the current version of Palantir is 1.2.1.3.4256 then the Hotfix number is 4256.
- “Minor Release or Update” means a Product update that represents incremental improved features, functionality, and usability and is released during the normal course of development. An update is indicated as an increment to the minor version number in the software (version 1.2 can be updated to version 1.3).
- “Previous Sequential Release” means the release of a Product which has been replaced by a subsequent release of the same Product. Notwithstanding anything else, a Previous Sequential Release will be supported by Palantir only for a period of twelve (12) months after release of the subsequent release.
- “P1 Error” means an Error which renders a Product inoperative or causes such Product to fail catastrophically.
- “P2 Error” means an Error which substantially degrades the performance of a Product or materially restricts County’s use of such Product.
- “P3 Error” means an Error which causes only a minor impact on the County’s use of Product functionality.
- “P4 Error” means an Error which causes only a very minor impact on the County’s use of a Product, such as documentation typos, handled error messages etc.
- “Support Services” means Palantir support services as described in Section 2.

- “Telephone Support” means technical support telephone assistance provided by Palantir to the Technical Support Contact during Palantir’s normal business hours concerning the installation and use of the then current release of a Product and the Previous Sequential Release.
- “Workaround” means a change in the procedures followed or data supplied by County to avoid an Error without substantially impairing County’s use of a Product.

THESE TERMS AND CONDITIONS CONSTITUTE A SERVICE CONTRACT AND NOT A PRODUCT WARRANTY. ALL PRODUCTS AND MATERIALS RELATED THERETO ARE SUBJECT EXCLUSIVELY TO THE WARRANTIES SET FORTH IN THE AGREEMENT. THIS ATTACHMENT IS AN ADDITIONAL PART OF THE AGREEMENT AND DOES NOT CHANGE OR SUPERSEDE ANY TERM OF THE AGREEMENT EXCEPT TO THE EXTENT UNAMBIGUOUSLY CONTRARY THERETO.

### 3. **DESCRIPTION OF SOFTWARE SUPPORT AND MAINTENANCE SERVICES.**

#### A. Introduction

Included in this Agreement is one year of Palantir Annual Support and Maintenance (“Support” or “Support Services”) for each of the Palantir Server Core licenses purchased. Support Services consist of (a) Error Correction and Telephone Support provided to a single technical support contact concerning the installation and use of the then current release of the applicable Product and the Previous Sequential Release and (b) Product Minor Releases or Updates that Palantir in its discretion makes generally available without additional charge to a Company that is up to date on all fees due under its current License and Services Agreement. (any such update will be subject to the Agreement as though it were the applicable Product). Support commences on the completion of system implementation. Support is provided by Palantir customer services. All support staff are experienced in the installation and support of Palantir products as well as the various technologies associated with them.

#### B. System Support.

Assistance with system and problem resolution. The global support team offers three (3) forms of system support:

- 1) *Telephone/email*: Palantir will use phone calls and email to answer most requests and work through most problems.
- 2) *Remote access*: Where a problem cannot be resolved by telephone/email, Palantir can often make more progress by accessing NCHIDTA/NCRIC systems remotely. This gives Palantir the opportunity to work on NCHIDTA/NCRIC servers more quickly than would be the case if Palantir employees had to travel to NCHIDTA/NCRIC premises. The method Palantir uses to access County’s system will be agreed to between Palantir and NCHIDTA/NCRIC in advance, e.g. modem or VPN with putty, ssh or VNC. Formal Remote Access Requests are made when this method of support is required and the connection is maintained for a given period only. The changes to be made while accessing NCHIDTA/NCRIC’s system are agreed in advance and a log of work done provided.
- 3) *On-site*: If the above two services have proven unsuccessful, or if in Palantir’s opinion it is the most effective method of resolving the issue, Palantir will send an Engineer on-site.

C. Upgrade Support.

NCHIDTA/NCRIC's payment also entitles NCHIDTA/NCRIC to receive upgrades to Palantir software for each year that NCHIDTA/NCRIC purchases Support services from Palantir. Upgrades are usually issued annually and NCHIDTA/NCRIC is encouraged to move to as up-to-date a version as possible as Palantir generally supports only the current and previous software (and operating system) versions. Upgrades will be provided via electronic transmission only. Palantir will work with County to ensure that changes are made in a manner so as to minimize County's service disruption.

D. Points of Contact.

The majority of support will be provided by the Support Engineers based most locally to the NCHIDTA/NCRIC. However, NCHIDTA/NCRIC information may be shared within Palantir both to expedite call resolutions and to ensure consistency of service when other Engineers are utilized.

E. Logging Calls.

NCHIDTA/NCRIC will designate two or three people to act as points-of-contact with Palantir. These individuals should field NCHIDTA/NCRIC users' calls and questions and **MUST** themselves be experienced in the use or administration of the system. This ensures:

- NCHIDTA/NCRIC is aware of all calls that have been logged with Palantir.
- The contacts become familiar with the basic problems that occur and are able to provide a resolution without logging a call with Palantir.
- Duplicate calls are not logged with Palantir in situations where a number of users are experiencing the same problem

Details of these contacts should be lodged with Palantir as soon as possible.

1) Logging a call.

NCHIDTA/NCRIC may log a call in one of two ways:

- Telephone the **Help Desk** at (877) 247-2513.

The standard hours of operation for the Help Desk are between 9am and 5pm (local time), Monday to Friday, excluding public holidays. Out with these times Palantir recommends that NCHIDTA/NCRIC email Palantir as below.

Email the Palantir team at support@palantir.com. **Please do not email individual members of the Support team in case they are unavailable or out of the office.**

2) Information needed.

Irrespective of how NCHIDTA/NCRIC logs a call, Palantir needs certain information in order to progress it:

- The name of the organization.
- Caller's name.
- A contact telephone number and email address.
- The product that the call relates to, including the version,
- A detailed account of the problem including users/workstations involved; steps to reproduce the problem; frequency of occurrence.
- The caller's perception of the seriousness of the call (Call priority):
  - **Critical** - A problem causing the whole or part of NCHIDTA/NCRIC's

- application to be unavailable
- **Serious** – A problem that causes one or more users to be unable to use the application
- **Moderate** – A non-urgent software fault
- **Cosmetic** – A deferrable problem such as errors in the format of displays or printouts.
- NCHIDTA/NCRIC call reference number, if applicable.

3) Response times.

Palantir’s standard response and resolution times are detailed below. (Except as stated above, these estimates are for information only and do not constitute a contractual promise.)

Call Priority	Work begins	Updates provided	Resolution within
Critical	Immediately	At least hourly	Two hours
Serious	Within two hours	Every four hours	Five days <sup>1</sup>
Moderate	Within five days	Every two days <sup>2</sup>	Next Release <sup>3</sup>
Cosmetic	Within five days <sup>4</sup>	Every 21 days <sup>5</sup>	Next Release <sup>6</sup>

4) Progressing a call.

Once a call is logged, someone from the Palantir Support Team will record the details in our Help Desk. You will be told the call reference number, which we recommend NCHIDTA/NCRIC take note of. In situations where NCHIDTA/NCRIC has logged a number of calls it is easier, for us and NCHIDTA/NCRIC, to refer to a given call by its call reference number. Where possible, assistance will be given immediately the call is logged. This may not always be feasible (except **Critical** calls which are always dealt with immediately), in which case calls will be dealt with as promptly as possible according to the call’s priority. (See above for further details.)

You will be regularly updated as to the call’s progress and may be asked to perform various tasks to help our Support Engineers to determine/resolve the problem. In some instances it may be appropriate to vpn into NCHIDTA/NCRIC’s system.

Calls will be resolved as quickly as possible, see *Response Times* above.

If NCHIDTA/NCRIC feels that a call is not being progressed to time or in a satisfactory manner NCHIDTA/NCRIC should contact Palantir’s Project Manager: Brandon Wright at [bwright@palantir.com](mailto:bwright@palantir.com).

#### **4. TRAINING.**

<sup>1</sup> Until work-around is provided.

<sup>2</sup> A work-around will be recommended, where possible, once the fault has been diagnosed.

<sup>3</sup> A work-around will be recommended, where possible, once the fault has been diagnosed.

<sup>4</sup> The priority of the problem will be confirmed.

<sup>5</sup> Until a decision has been made as to whether the fault will be resolved in a future release.

<sup>6</sup> If fix is to be made.

Training is designed for people with no previous experience of the Intelligence Management System (IMS) application. A basic knowledge of the Windows environment would be useful, but is not mandatory.

Trainees will be introduced to all the main user functions within Intelligence Manager and by the end of the course should have enough expertise to start using the product in a live environment.

### ***Getting started***

- Logging in to Palantir
- Introducing the main Palantir window
- Introducing the elements of the main window
- Using the online help
- Changing password
- Closing Palantir

### ***Creating reports***

- Creating an intelligence report
- Checking spelling
- Creating a report and a risk assessment

### ***Searching for records***

- Free-text searching
- Searching for phrases
- Viewing search results
- Searching from within results
- Running a Proximity search
- Running an M from N search
- Running Garbled and Soundalike searches

Performing field-based searches

- Searching with wildcards
  - Searching for dates
  - Searching for a record by its URN
  - Running a reverse search
  - Searching for archived records
  - Creating and running structured queries
  - Viewing structured query results
- Creating and running stored queries

### ***Linking records***

- Viewing a record's links
- Linking records in the Results Viewer
- Linking open records
- Creating a link chart
- Viewing records from a link chart
- Linking records in the link chart
- Saving a link chart
- Importing a link chart into a Word document
- Printing a link chart

### ***Recording intelligence sources***

- Using the Intelligence Source
- Register
- Editing ISR records

### ***Organizing information***

- Creating a record based on a substantiating report

- Running a pre-append search
- Creating nominal, vehicle and address records

#### ***Working with records***

- Retrieving and updating records
- Updating substantiated records
- Adding attachments to records
- Linking files to records
- Linking Web pages to records
- Setting flags and interest markers
- Changing the review date
- Printing records

Creating a Structured Printout

#### ***Disseminating information***

- Disseminating intelligence records
- Exporting and printing disseminations
- Searching for dissemination records
- Adding reply comments to a dissemination record

Disseminating cases

#### ***Working with cases***

- Creating a case
- Adding records to a case
- Displaying the contents of a case
- Adding a case to a link chart
- Removing records from a case
- Editing case properties
- Setting the working case
- Searching cases
- Deleting cases
- Applying protected security to a record
- Viewing a protected record
- Applying individual security to a record
- Making a record covert
- Finding a covert record
- Unsecuring a record
- Making a case covert
- Making the records in a case covert
- Adding records to a covert case

#### ***Managing actions***

- Raising actions
- Rejecting an action
- Returning an action
- Filing an action

Dealing with a rejected action

Raising bulletins

#### ***Using Query Builder***

- Starting Query Builder
- Using Synonym expansion
- Using Synonym verify expansion
- Using Sound-alike expansion
- Using Garbled expansion
- Using Vocabulary expansion

- Editing the thesaurus
- ***Viewing user profile***
- Viewing user profile
- Setting default servers
- Using the query history
- Setting up a query profile
- Running a query profile
- Modifying a query profile

# EXHIBIT A-1 GENERAL TERMS

## AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND PALANTIR TECHNOLOGIES, INC.

*For purposes of this Agreement, NCHIDTA/NCRIC is also referred to as "Licensee" or "Customer."*

### **1. PURPOSE, AND SCOPE.**

Contractor will issue an Enterprise license to the NCHIDTA/NCRIC for the following products, collectively referred to herein as "Software:"

- 1) Twelve (12) Palantir Server Core Licenses

The licenses will allow use of the software within the NCHIDTA/NCRIC and its affiliated locations, collectively referred to as the "Enterprise."

### **2. GRANT OF LIMITED LICENSE, CONDITIONS, AND ARRANGEMENTS.**

Subject to Customer's continued and full compliance with all of the terms and conditions of this Agreement, Palantir hereby grants to Customer a non-transferable, non-exclusive, limited license, without any right to sublicense, during the Term (as defined below), to install, execute and use the Products solely for its internal business purposes, and only (i) in accordance with the technical specification documentation provided to Customer by Palantir with regard to the Products ("Documentation") and (ii) on the number of server cores specified on the first page of this Agreement.

The licenses Palantir grants will allow use of the software within the NCHIDTA/NCRIC and its affiliated locations, collectively referred to as the "Enterprise." The Licensee will be responsible for the administration and distribution of the licenses within the Enterprise.

Palantir shall provide support and maintenance in accordance with a separate annual support plan to be executed at an additional cost to the Licensee three years from the date of final payment of this agreement. The standard cost of the annual software maintenance and support is calculated at 20% of all of the outstanding software costs based on the discounted costs listed in this agreement. These costs are calculated by adding the previous software purchases to the pricing outlined in this Agreement for the Palantir Server Cores that are in use by the NCHIDTA/NCRIC. The NCHIDTA/NCRIC will not be charged maintenance fees for Palantir Server Cores that are not in use.

Palantir will charge Licensee and pay to the state any applicable sales, value added, use or similar tax on any sums payable by the Licensee to Palantir by this Agreement on receipt of the appropriate invoice.

Palantir will provide an agreed upon contractor to develop a detailed business plan, concept of operation and policy manual to standardize and facilitate the effective deployment and use of the IMS into the day to day activities of the NCHIDTA/NCRIC. This document will be completed within six months of the signing of this agreement.

#### **The Licensee's (NCHIDTA/NCRIC) obligation:**

The Licensee agrees with Palantir as follows:

#### **1.1 Use**

1.1.1 The Software may be used only by the Licensee and the Licensee's qualified employees and other law enforcement partners ("Partners") for processing data for the NCHIDTA/NCRIC own business purposes within the Enterprise. NCHIDTA/NCRIC shall provide a list of Partners to Palantir in advance of allowing any Partner to use the Software. NCHIDTA/NCRIC shall update the Partner list and provide the updated list to Palantir in advance of allowing any new Partner to access the Software. In an emergency situation, NCHIDTA/NCRIC may allow a prospective Partner to access the Software but will alert Palantir as soon as possible thereafter. Palantir shall have the option to refuse access to any proposed Partner in its sole discretion. The Licensee will not permit any other third party company, person, or other entity to use the Software in any way whatsoever without prior written approval from Palantir.

1.1.2 The Licensee will not use the Software other than in accordance with the Agreement.

1.1.3 The Licensee will effect and maintain adequate security measures to safeguard the Software from access or use by any person who is not a qualified employee or Partner of the Licensee.

1.1.4 NCHIDTA/NCRIC represents and warrants that it will not use the Products for any improper purposes, including but not limited to (i) discrimination, (ii) harassment, (iii) compromising information and data security or confidentiality, (iv) integrating information that has been obtained in violation of any applicable contractual agreement or local, state, or Federal law, regulation, or ordinance, (v) violation of privacy or constitutional rights of individuals or organizations, and/or (vi) violation of local, state, and/or Federal laws, regulations, or ordinances.

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

## **1.2 Coordination with Palantir Engineers**

1.2.1 NCHIDTA/NCRIC will provide assistance to Palantir engineers in troubleshooting difficulties with the installation and usage of the Palantir Government software on the analyst workstations. NCHIDTA/NCRIC will provide Palantir engineers with physical and remote access capability to manage the Palantir servers at the NCHIDTA/NCRIC.

## **1.3 License Use**

The Software can only be used by:

- 1) The Licensee, including the participating agencies and employees working within the Enterprise known as the NCHIDTA/NCRIC and its affiliated locations.

Exceptions to the license use, as stated herein, may be granted with the express, written permission of Palantir.

Palantir may, at any time, request a user list of "qualified" users of the software, which

Licensee shall provide within two (2) business days of the request.

#### **1.4 On Termination**

The Term of Licensee's license hereunder (though not its right to support services, upgrades, or updates) shall continue in perpetuity unless otherwise terminated as provided herein. On any termination of the Agreement, Licensee's rights and licenses granted hereunder to the Software shall immediately cease, and Licensee shall immediately discontinue all use of the Software and return to Palantir all copies of the Software then in the Licensee's possession, or, at the request of Palantir, destroy the same (in the manner reasonably specified by Palantir) and certify in writing to Palantir that the provisions of this clause have been complied with.

#### **1.5 Prior Statements**

The parties would agree that no reliance has been placed by the Licensee on any oral representations made by or on behalf of Palantir, or, if applicable, the Distributor and/or Reseller, or any descriptions, illustrations or specifications contained in any catalogues and publication materials produced on behalf of Palantir, or, if applicable, the Distributor and/or Reseller.

#### **1.6 Restrictions**

Customer will not (and will not allow any third party to): (i) reverse engineer or attempt to discover any source code or underlying ideas or algorithms of any Product (except to the extent that applicable law expressly prohibits such a reverse engineering restriction); (ii) provide, lease, lend, use for timesharing or service bureau purposes or otherwise use or allow others to use a Product for the benefit of any third party; (iii) list or otherwise display or copy any object code of any Product; (iv) copy any Product (or component thereof), develop any improvement, modification or derivative work thereof or include any portion thereof in any other equipment or item; (v) allow the transfer, transmission, export, or re-export of any Product (or any portion thereof) or any Palantir technical data; or (vi) perform benchmark tests without the prior written consent of Palantir (any results of such permitted benchmark testing shall be deemed Confidential Information of Palantir). Notwithstanding these restrictions, nothing shall prevent Customer from development of software that interfaces with Palantir's public APIs. Periodically, Palantir may request that Customer provide an accurate accounting of the number of cores that Customer is currently using. Customer shall provide this information in writing within ten (10) business days of Palantir's request. All the limitations and restrictions on Products in this Agreement also apply to Documentation. Notwithstanding the foregoing, or any statement to the contrary herein, portions of the Product may be provided with notices and open source 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 you 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.

#### **1.7 Confidentiality**

Customer shall treat as confidential all Confidential Information (as defined below) of Palantir, and shall not use such Confidential Information except to exercise its rights and perform its obligations herein, and shall not disclose such Confidential Information to any third party other than disclosure on a need to know basis to a party's own advisors, attorneys, and/or bankers whom are each subject to obligations of confidentiality at least as restrictive as those stated herein. Without limiting the foregoing, Customer shall use at least the same degree of care as it uses to prevent

the disclosure of its own confidential information of like importance, but in no event less than reasonable care. Customer shall promptly notify Palantir of any actual or suspected misuse or unauthorized disclosure of Palantir's Confidential Information. "Confidential Information" shall mean (i) Products, (ii) Documentation and (iii) any other business, technical or engineering information provided by Palantir to Customer, including third party information, disclosed by Palantir to Customer, in any form and marked or otherwise designated as "Confidential" or "Proprietary" or in any form and by the nature of its disclosure would be understood by a reasonable person to be confidential and proprietary. Notwithstanding the foregoing, Confidential Information shall not include any information that (a) is or becomes part of the public domain through no act or omission of Customer in breach of this Agreement, (b) is known to Customer at the time of disclosure without an obligation to keep it confidential, (c) becomes rightfully disclosed to Customer from another source without restriction on disclosure or use, or (d) Customer can document by written evidence that such information is independently developed by Customer without the use of or any reference or access to Confidential Information, by persons who did not have access to the relevant Confidential Information. Customer is responsible for any breaches of this Section by its employees and agents. Customer's obligations with respect to Palantir's Confidential Information survives termination of this Agreement for a period of five (5) years; provided, that Customer's obligations hereunder shall survive and continue in perpetuity after termination with respect to any Confidential Information that is a trade secret under applicable law.

## **2. PALANTIR OBLIGATIONS**

### **2.1 Warranty**

2.1.1 Palantir warrants for a period of thirty (30) days from the date the initial Products were delivered by Palantir, the Products will substantially conform to Palantir's then current Documentation for such Products. This warranty covers only problems reported to Palantir in writing (including a test case or procedure that recreates the failure and by full documentation of the failure) during the warranty period. In the event of a material failure of the Products to perform substantially in accordance with the specifications during the warranty period ("Defect"), Palantir shall use reasonable efforts to correct the Defect or provide a suitable work around as soon as reasonably practical after receipt of Customer's written notice as specified above. A Defect shall not include any defect or failure attributable to improper installation, operation, misuse or abuse of the Products or any modification thereof by any person other than Palantir. If Palantir has not remedied the Defect within thirty (30) days of its receipt of Customer's written notice, Customer may give Palantir written notice of termination of this Agreement, which termination will be effective ten (10) days after Palantir's receipt of the notice, unless Palantir is able to remedy the Defect prior to the effective date of termination. In the event of the termination of this Agreement pursuant to Customer's exercise of its right under this Section, Customer shall be entitled to receive from Palantir, as its sole and exclusive remedy, a refund of all amounts paid to Palantir hereunder.

2.1.2 The sole obligation of Palantir and the Licensee's sole and exclusive remedies for any breach of the warranty to be contained in Clause 2.1.1 would be that Palantir would replace any Software and/or Hardware that is defective in materials and workmanship.

2.1.3. Licensee assumes complete responsibility for decisions made or actions taken based on information obtained using the Software and Hardware. Any statements made outside this Agreement concerning the utility of the Software and Hardware are not to be construed as express or implied warranties.

## **2.2 Hardware**

### **2.2.1 Servers**

Palantir will provide hardware (servers) as contracted for the Palantir deployment at the NCHIDTA/NCRIC. The NCHIDTA/NCRIC will provide 20U of continuous rack space, along with 100 mbit (or greater) network access for up to three servers. The NCHIDTA/NCRIC will also provide power for up to three servers and a disk array.

### **2.2.2 Workstations**

Palantir will provide the NCHIDTA/NCRIC with hardware and software requirements for analyst workstations. As long as hardware and software requirements are met, Palantir will assist with the install of the Palantir Government software onto analyst workstations.

Palantir will provide workstation installation procedures and troubleshooting instructions to the NCHIDTA/NCRIC.

## **2.3 Management**

2.3.1 Excluding network connectivity and electrical power, Palantir will be responsible for management of all the Palantir-supplied hardware and software at the NCHIDTA/NCRIC.

### **2.3.2 Data Integrations**

Data Palantir will make reasonable and timely efforts to, at minimum, integrate the seven (7) following agreed upon high-priority data sources into the Palantir system: CPClear, N-Dex, NCRIC Website, MEMEX, CLETS/LEAWeb, CALPHOTO and WISN/RISS.

Should planned integrations not be possible due to technical or political reasons, Palantir and the NCHIDTA/NCRIC will agree upon alternative data source(s) to integrate in lieu of integrations mentioned above.

### **2.3.3 Tips and Leads Customizations**

Palantir will develop a plugin to assist in the automation and processing of Tips and Leads.

This will include supporting the following workflows:

- Input of tips and leads data from the NCRIC webpage and from emails
- Analysis and processing of tips and leads
- Direct submission of data from Palantir to the Department of Justice eGuardian system

- Plugins/helpers

Palantir will provide the following plugins/helpers to the NCHIDTA/NCRIC: Timewheel, Geomaker, Google Search, Heatmap, MSWord/MSExcel exporter, Report Generator, Social Network Analysis, TagCloud.

#### 2.3.4 Integration between Palantir and third party software

Palantir will make reasonable efforts to develop integrations with Digital Sandbox, a third party software application identified by the NCHIDTA/NCRIC. The parties shall negotiate in good faith whether and how much additional compensation might be appropriate for further integration with third party software, depending on the amount of engineering resources required.

#### 2.3.5 Training

Analyst training - Palantir will provide introductory (6-8 hour) analyst training for up to 50 users on-site at the NCHIDTA/NCRIC. Palantir will provide advanced (2-4 hour) analyst training for up to 50 users on-site at the NCHIDTA/NCRIC. This training will include data import training for non-complex, non-enterprise datasources (MS Word documents, pdfs, MS Excel files, MS Access databases, shapefiles, etc.)

Palantir will provide desk-side analytical support at the NCHIDTA/NCRIC for a minimum of 30 hours a week for the first two weeks following the completion of the initial implementation. Palantir will provide desk-side analytical support at the NCHIDTA/NCRIC for as needed throughout the contract period.

Developer training - Palantir will provide two day developer training for up to 5 developers at Palantir's offices in McLean, VA or Palo Alto, CA. This training will include data import training for more complex enterprise level datasources. Administrator training Palantir will provide a one day administrator training course at the NCHIDTA/NCRIC for up to 5 administrators.

Palantir will train NCHIDTA/NCRIC technical staff on how to maintain the Palantir system and update the system to accommodate modifications to the datasources.

Training/staging instance - Palantir will utilize the production hardware to provide a training/staging instance of the production system.

### **2.4 Privacy/Civil Liberties**

2.4.1 The Palantir system at the NCHIDTA/NCRIC will enable the NCHIDTA/NCRIC to meet or exceed all of the software-based requirements in 28 CFR part 23 for information sharing, security, auditing, and privacy/civil liberties protection.

## **3. GENERAL TERMS**

### **3.1 Miscellaneous**

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

intellectual or industrial property rights embodied in any of the foregoing). Customer acknowledges that it is obtaining only a limited license right to the Software, notwithstanding any reference to the terms “purchase” or “customer” herein. The Software is licensed and not sold, and no ownership rights are being conveyed to Customer under this Agreement. Customer will maintain the copyright notice and any other notices or product identifications that appear on or in any Products and any associated media.

Title and ownership rights in and to the Hardware provided by Palantir would remain with the NCHIDTA/NCRIC. No rights in the Software (other than expressed in the Agreement) or any copyright, trademark, patent, trade secret, or design are granted or transferred *by* the Agreement. The programs consist of executable binary code only.

3.1.2 Notwithstanding anything else contained in the Agreement no party would be liable for *any* delay in performing its obligations hereunder if such delay is caused by circumstances beyond its reasonable control.

3.1.3 No forbearance, delay or indulgence *by any* party in enforcing the provisions of the Agreement would prejudice or restrict the rights of that party, nor would *any* waiver of its rights operate as a waiver of a subsequent breach. No right, power or remedy herein conferred upon or reserved for *any* party is exclusive of any other right, power or remedy available to that party and each such right, power or remedy would be cumulative.

3.1.4 The Agreement would supersede all prior agreements, arrangements and undertakings between the parties in relation to the Software, except those between Palantir and NCHIDTA/NCRIC referred to in Exhibit A, and will constitute the entire agreement between the parties relating to the subject matter hereof. No addition or modification of *any* provision of this Agreement would be binding upon the parties unless made in writing and signed by a duly authorized representative of each of the parties.

3.1.5 All notices which were required to be under the Agreement would be in writing and would be sent to the address of the recipient set out in this Agreement or such other address as the recipient would designate by notice given in accordance with provisions of this clause.

3.1.6 The Agreement will be governed by the laws of California. The parties consent to exclusive jurisdiction and venue in the United States Federal Courts located in the Northern District of California. With respect to any action over which the Northern District of California lacks jurisdiction, the parties agree that the action will be venued in San Mateo County.

3.1.7 Miscellaneous. Neither this Agreement nor the licenses granted hereunder are assignable or transferable by Customer; any attempt to do so shall be void. Any notice, report, approval or consent required or permitted hereunder shall be in writing and sent by first class U.S. mail, confirmed facsimile, or major commercial rapid delivery courier service to the address specified above. As between the parties, Palantir will own all intellectual property rights in Products and Documentation and anything else created pursuant to this Agreement, including but not limited to all copies, improvements, modifications and derivative works thereof, related documentation and materials. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and be enforceable. Any and all modifications, waivers or amendments must be made by mutual agreement and shall

be effective only if made in writing and signed by each party. No waiver of any breach shall be deemed a waiver of any subsequent breach. Customer's obligations under this Agreement are subject to compliance with all applicable export control laws and regulations. Palantir is in no way affiliated with, or endorsed or sponsored by, The Saul Zaentz Company d.b.a. Tolkien Enterprises or the Estate of J.R.R. Tolkien.

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# EXHIBIT B

## PAYMENTS AND RATES

### AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND PALANTIR TECHNOLOGIES, INC.

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*In consideration of the services described in Exhibit A, County will pay Contractor the following flat rates.*

#### 1. PRICE SCHEDULE.

Product	Product Code	Line Item Description	Quantity	Price
Palantir Server Core Licenses	PT-PG-000001-132-33	Server Core Licenses	8	\$282,029.84
Annual Support and Maintenance	PT-PG-000001-132-34	Annual Support and Maintenance for Coverage Beyond First Year	1 year	\$56,406.16
Additional Server Core Licenses	PT-PG-000001-132-34	Server Core Licenses	4	\$248,140.58
Hardware*		Dell R710s, 4x Fusion IO	6	\$95,436.33
Sales Tax* (8.5%)		Dell R710s, 4x Fusion IO	6	\$8,112.09
<b>Total Price</b>				<b>\$690,125.00</b>

#### 2. RATE OF PAYMENT.

County shall pay Contractor the following amounts for each completed and accepted Phase as defined below.

- A. \$175,000.00 upon delivery & successful and complete installation of software and hardware at NCHIDTA/NCRIC Main Office.
- B. Balance paid upon County's acceptance of successful delivery & successful complete installation of software and hardware on remote workstations.