

**PROFESSIONAL SERVICES AGREEMENT
CONTRACT NO: 13-30-076**

for

INTELLIGENCE MANAGEMENT SOLUTION

BETWEEN



**COOK COUNTY GOVERNMENT
Office of the Cook County Sheriff**

AND

**PALANTIR TECHNOLOGIES, INC.
(Based on County of San Mateo Contract No. 071732)**

**APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS**

FEB 27 2013

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PROFESSIONAL SERVICES AGREEMENT

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- Exhibit 2 County of San Mateo Contract (Contract No. 071732)
- Exhibit 3 General Conditions
- Exhibit 4 Evidence of Insurance
- Exhibit 5 Cook County Board Authorization

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, hereinafter referred to as "County" and Palantir Technologies, Inc., doing business as a corporation of the State of Illinois hereinafter referred to as "Consultant," pursuant to authorization by the Cook County Board of Commissioners on the 27th day of February, 2013, (the "Effective Date") as evidenced by the Board Authorization letter attached hereto as EXHIBIT "5".

BACKGROUND

Whereas, the County, pursuant to Section 34-140 (the Reference Contract Ordinance") of the Cook County Procurement Code, states: "If a governmental agency has awarded a contract through a competitive method for the same or similar supplies, equipment, goods or services as that sought by the County, the Procurement may be made from that vendor at a price or rate at least as favorable as that obtained by that government agency without utilizing a competitive procurement method set forth in this Procurement Code;" and

Whereas, the County of San Mateo, California solicited a formal Request for Proposals process for an Intelligence Management Solution and the Consultant was identified as the qualified and lowest cost provider for the goods and services; and

Whereas, the County of San Mateo entered into a contract on January 10, 2012 for the provision of services by the Consultant for the County of San Mateo relative to an Intelligence Management Solution ("the County of San Mateo Contract"); and

Whereas, this contract is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, herein after the "County" and Palantir Technologies, Inc., herein after the "Consultant"; and

Whereas, the County, through the Sheriff's Office, desire certain similar services of the Consultant; and

Whereas, the Consultant agrees to provide to the County an Intelligence Management Solution, incorporated as Exhibit 1, County Statement of Work & Price Proposal; and

Whereas, the Consultant warrants that it is ready, willing and able to perform these services set forth in Exhibit 1, County Statement of Work & Price Proposal, all on pricing and payment terms equivalent to or more favorable to the County than those contained in the County of San Mateo Contract, as set forth in Exhibit 2, County Statement of Work & Price Proposal, and incorporated herein by reference; and

Whereas, this Contract shall be effective for two years after proper execution of the contract documents by the County; and

Whereas, Payment shall be as follows:

In no case shall such charges in the Base Term exceed the amount of \$682,012.91. Invoices in triplicate on County Invoice Form 29A shall be submitted by the Consultant to the Using Department when requesting payment. The County shall have the right to examine the books of the Consultant for the purpose of auditing the same with reference to all charges made to the County.

In the event the Consultant receives payment under the Contract, reimbursement for which is later disallowed by the County, the Consultant shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Consultant under any contract with the County; and

Whereas, the County and the Consultant agree to the Terms and Conditions as stated in the County of San Mateo Contract, hereto incorporated by reference as Exhibit 2, County of San Mateo Contract (Contract No. 071732), all as may be applicable to the County; and

Whereas, the County General Conditions are incorporated and attached by reference as Exhibit 3, and this Contract incorporates and is subject to the provisions attached hereto as Exhibit 3 General Conditions, and is incorporated herein by this reference; Notwithstanding such incorporation, none of the terms set forth in Exhibit 2 which conflict with the express terms of this Contract or its General Conditions shall be deemed or construed to supersede the terms of this Contract or its General Conditions; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the sufficiency of which is acknowledged by each of the Parties, the Consultant and the County agree and the information set forth is incorporated by reference herein.

INCORPORATION OF BACKGROUND INFORMATION

The Background Information set forth above is incorporated and made a part of this Agreement by reference.

Incorporation of Exhibits

The following attached Exhibits are made a part of this Agreement:

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|-----------|--|
| Exhibit 1 | County Statement of Work & Price Proposal |
| Exhibit 2 | County of San Mateo Contract (Contract No. 071732) |
| Exhibit 3 | General Conditions |
| Exhibit 4 | Evidence of Insurance |
| Exhibit 5 | Cook County Board Authorization |

Order of Precedence

This Agreement shall be interpreted and construed based upon the following order of precedence of component parts. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency.

1. Exhibit 3 General Conditions
2. Exhibit 1 County Statement of Work and Price Proposal
3. Exhibit 2 County of San Mateo Contract.
4. Exhibit 4 Evidence of Insurance.
5. Exhibit 5 Cook County Board Authorization

CONTRACT NO: 13-30-076

EXHIBIT 1

County Statement of Work & Price Proposal

EXHIBIT 1

County Statement of Work & Price Proposal

Palantir Technologies, Inc. to provide an Intelligence Management Solution to the Office of the Sheriff. The Intelligence Management Solution will include software licenses, annual support and maintenance, and hardware product per the enclosed Price Proposal.

Statement of Work

Scope of Services

Palantir Technologies Inc. will provide the Cook County Sheriff's Office with a perpetual software license (pursuant to the terms of the License attached hereto) to operate the Palantir Government Software on twelve (12) cores.

Palantir Technologies will provide:

- Perpetual licenses to the Palantir Government Software in object code format for twelve (12) cores ("Palantir Government Software" means Palantir's proprietary commercial off-the-shelf software product(s) specified in this Contract (and any related purchase orders, statements of work, or amendments, in each case incorporated into this Contract) or provided in connection with this Contract, and any helpers, extensions, plug-ins, and add-ons, in any format, including any improvements, modifications, derivative works, patches, updates, and upgrades thereto that Palantir provides to County or that is developed in connection with this Contract.)
- All necessary hardware (includes six (6) Dell PowerEdge R720 servers and four (4) 1.2 TB FusionIO)
- All necessary software licensing information to support the installation
- Two (2) Oracle Standard Edition One database licenses (includes O&M for two (2) years)
- Shipment of all hardware and software to the Cook County Sheriff's location (specifically, software will be made available for download electronically).
- Installation
- System implementation, including:
 - Installation and configuration of Palantir servers
 - Hardware setup, including racking and connection of power
 - Establishing network connectivity
 - Palantir server software installation
 - Oracle database environment installation and configuration
 - Setup Palantir support staff with secure external access to the server farm, VPN access and desk space when onsite
 - Connecting the Palantir software to Cook County Active Directory for user authentication
 - Implement and test data backup and recovery process
 - Integration of data sources
 - The following data sources are an initial list, but Cook County Sheriff's Office may request additional data sources to be integrated.
 - CAD
 - Jail Management System
 - iClear
 - Police RMS
 - Jail Visitors
 - Fugitive Warrants (IWIC)
 - Civil Process
 - Evictions
 - Lexis Nexis
 - Accurint
 - NVLS
 - Leads
 - RGID
 - Crimeview
 - County shall be solely responsible for procurement and payment of all data sources.

- Note: Data integration involves analyzing, understanding, and modeling the data sets, importing them into Palantir through appropriate Palantir data integration frameworks, examining the validity of the data in Palantir, and establishing automated/scheduled data refreshes and scans.
- Acceptance testing and written approval by Cook County Sheriff's Office based on Palantir technical baselines no later than Day 45, unless the parties mutually agree to an extension. If Cook County Sheriff's Office does not provide written approval on or before Day 45 (or the agreed upon extended date), Cook County Sheriff's Office shall be deemed to have accepted and approved the Palantir Government Software.
- Analytic training to leverage the Palantir Government Software for insights: Training is designed for people with no previous experience with the Palantir Government Software. 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 the Palantir Government Software 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

Analyst training - Palantir will provide introductory (6-8 hour) analyst training for up to 50 users on-site at the SOIC located at CCDOC campus in Chicago. Palantir will provide advanced (2-4 hour) analyst training for up to 50 users on-site at the at the SOIC located at CCDOC campus in Chicago. 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 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 SOIC 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 at the SOIC located at CCDOC campus in Chicago for up to 5 administrators.

Palantir will train CCSO 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.

- 24x7x365 reach-back Support Services from Palantir Software Engineers for one year

Timeline

Palantir Technologies is committed to delivering operational results within a matter of weeks so that deputies, command staff, and analysts can use the system as quickly as possible. We propose the following six month schedule:

Days 1-7:	Palantir servers installed and configured
Days 8-21:	Data sets analyzed and custom ontology created
Days 22-45:	First Prioritized data set integrated
Days 45-60:	System operational—users trained and actively using the platform; initial results delivered

Days 61-180:	Data model adjusted, new workflows developed with feedback from business users, new data sets prioritized for integration, final results delivered
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Location of Services

The Palantir Government Software will be deployed in Cook County and at Palantir Technologies' offices in Palo Alto.

This License and Services Agreement is entered into as of the Effective Date by and between Palantir Technologies Inc., a Delaware corporation, with its principal place of business located at 100 Hamilton Ave., Suite 300, Palo Alto, CA 94301 ("Palantir") and County of Cook, a public body corporate of the State of Illinois, ("Customer"). This License and Services Agreement, including the Terms and Conditions and any Exhibits attached hereto (collectively this "Agreement"), sets forth the terms and conditions pursuant to which Customer will license certain Palantir software products and contract for certain services from Palantir and pursuant to which Palantir will provide such products and services to Customer.

TERMS AND CONDITIONS

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

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

1.2 "Product" means Palantir's proprietary commercial off-the-shelf software product(s) specified in the Contract (and any related purchase orders, statements of work, or amendments, in each case incorporated into this 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 Palantir provides to Customer or that is developed in connection with this Agreement.

2. Grant of Limited License. Subject to Customer's continued and full compliance with all of the terms and conditions of this Agreement, Palantir hereby grants to Customer a non-transferable, non-exclusive, limited license, without any right to sublicense, during the Term, to install, execute, and use the Products in object code format 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 in the Contract.

3. Ownership. Except for the limited license rights expressly provided herein, Customer acknowledges and agrees that, as between the parties, Palantir retains all rights, title and interest in and to the Products, Documentation and any other related documentation or materials provided by Palantir (including, without limitation, all patent, copyright, trademark, trade secret and other intellectual or industrial property rights embodied in any of the foregoing). Customer shall and hereby does irrevocably transfer and assign to Palantir all right, title, and interest it may have in the foregoing to Palantir and Palantir hereby accepts such transfer. Customer acknowledges that it is obtaining only a limited license right to the Products in object code format, notwithstanding any reference to the terms "purchase" or "customer" herein. The Products are licensed in object code format and not sold, and no ownership rights are being conveyed to Customer under this Agreement.

Customer will maintain the copyright notice and any other notices or product identifications that appear on or in any Products and any associated media.

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

5. Confidentiality. Customer shall keep strictly confidential all Confidential Information (as defined below) of Palantir, and shall not use such Confidential

Information except to exercise its rights and perform its obligations herein, and shall not disclose such Confidential Information to any third party other than disclosure on a need-to-know basis to Customer's own advisors, attorneys, and/or accountants who are each subject to obligations of confidentiality at least as restrictive as those stated herein. Without limiting the foregoing, Customer shall use at least the same degree of care as it uses to prevent the disclosure of its own confidential information of like importance, but in no event less than reasonable care. Customer shall promptly notify Palantir of any actual or suspected misuse or unauthorized disclosure of Palantir's Confidential Information. "Confidential Information" shall mean (i) Products (including any information or data relating thereto), (ii) Documentation (including any information or data relating thereto), and (iii) any other business, technical or engineering information or data provided or made available by Palantir to Customer (including third party information), disclosed or made available to Customer by or on behalf of Palantir and by the nature of its disclosure would be understood by a reasonable person to be confidential and/or proprietary, in each case in any form (including, without limitation, written, electronic, or oral) and whether furnished before, on, or after the Effective Date; *provided, however*, that Confidential Information shall not include any information that (a) is or becomes part of the public domain through no act or omission of Customer or any of Customer's employees, agents, advisors, attorneys, accountants, or other representatives, (b) is known to Customer at the earlier of the Effective Date or the time of disclosure by Palantir (as evidenced by written records) without an obligation to keep it confidential, (c) was rightfully disclosed to Customer prior to the Effective Date from another source without any breach of confidentiality by the third party discloser and without restriction on disclosure or use, or (d) Customer can document by written evidence that such information was independently developed by Customer without the use of or any reference or access to Confidential Information, by persons who did not have access to any Confidential Information. Customer is responsible and shall be liable for any breaches of this Section and any disclosure or misuse of any Confidential Information by its employees or agents (or any other person or entity to which Customer is permitted to disclose Confidential Information pursuant to this Section). Customer's obligations with respect to Palantir's Confidential Information shall survive termination of this Agreement for a period of five (5) years; *provided*, that Customer's obligations hereunder shall survive and continue in perpetuity after termination with respect to any Confidential Information that is a trade secret under applicable law.

6. Payment and Delivery. Customer shall pay to Palantir the total amount of the fees set forth in the Contract. All payments shall be made in the currency set forth on the corresponding invoice to be sent by Palantir via check or wire transfer to an account designated by Palantir. All fees are due within forty-five (45) days after the date of issuance of Palantir's invoice. Customer shall be responsible for all taxes arising under this Agreement, including, but not limited to, sales, use, gross receipts, excise, value added, and goods and services taxes (but not including Palantir's U.S. income taxes), in addition to any

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

7. Support Services. Subject to the payment of the applicable fees set forth in the Contract as they become due, Palantir shall use commercially reasonable efforts to provide Customer with the Support Services and Product upgrades in accordance with and subject to Palantir's standard support services terms and conditions ("Support Services") for the period of time specified in the Contract ("Support Services Period"). At least thirty (30) days prior to the end of the then-current Support Services Period Palantir may invoice Customer for a renewal of the Support Services, priced at Palantir's then-current rate for Support Services. If Customer elects to renew Support Services, Customer must renew Support Services for all cores covered by this Agreement. If Customer fails to pay the invoice by the end of the then-current Support Services Period, Customer shall be deemed to have cancelled Support Services and Palantir shall no longer provide Customer with Support Services. Palantir may permit Customer to reinstate Support Services after a period in which it was cancelled, provided (i) Palantir then offers Support Services, and (ii) in order to receive Product updates which Customer had not received due to cancellation, Customer pays Palantir the current year's Support Services fee and any Support Services fees that would have been payable during the period during which Support Services were cancelled. Any additional consulting, integration or other professional services requested by Customer from Palantir will be subject to a separate, mutually agreed upon written statement of work executed by the parties.

8. Training. Upon payment of the applicable fees set forth in the Contract, Palantir agrees to provide its standard training services for the number of Customer personnel specified in the Contract ("Training"), if any. Customer shall be responsible for reimbursing Palantir for all reasonable costs and expenses that Palantir incurs in the event Customer requests any training, in addition to the Training set forth in the Statement of Work, be provided at any location other than a Palantir facility, including, but not limited to, reasonable travel, room and board, and rental and configuration of training facilities (if applicable).

9. Professional Services. In addition to any Support Services and Training discussed above, upon payment of the applicable fees set forth in the Contract, Palantir will provide Customer with additional services requested by Customer with respect to Customer's use of the Products as may be mutually agreed by the parties in writing.

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

10.1 The Term shall continue in perpetuity unless otherwise terminated as provided herein. During the Term of the Palantir Core Perpetual License, this Agreement may be terminated by either party without cause upon at least ninety (90) days' prior written notice to the other party, but in any case will terminate upon expiration of the Term (subject to Section 10.3 below).

10.2 Without limiting either party's other rights of termination set forth in this Agreement, Palantir may terminate this Agreement immediately upon written notice to Customer in the event of (i) any material breach by Customer of any term, condition or provision of this Agreement and failure to remedy the breach (and provide reasonable written notice of such remedy to Palantir) within thirty (30) days following written notice of such breach from Palantir or (ii) a Change of Control of Customer. As used herein, "Change of Control" means, the (a) consolidation or merger of a party with or into any person or entity, including by operation of law; (b) sale, transfer or other disposition of all or substantially all of the assets of the party's business related to the subject matter of this Agreement; or (c) acquisition by any person or entity, or group of persons or entities acting in concert, of beneficial ownership of fifty point one percent (50.1%) or more of the outstanding voting securities or partnership interests of a party.

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

11. Indemnification. Palantir shall defend, indemnify and hold harmless Customer from and against damages, costs, and attorneys' fees, if any, finally awarded pursuant to a non-appealable order by a court of competent jurisdiction against Customer from any claim of infringement or violation of any U.S. patent, copyright, or trademark asserted against Customer by a third party based upon Customer's use of the Products in accordance with the terms of this Agreement, provided that Palantir shall have received from Customer: (i) notice of such claim within five (5) days of Customer receiving notice of such claim; (ii) the exclusive right to control and direct the investigation, defense, and settlement (if applicable) of such claim; and (iii) all reasonable necessary cooperation of Customer. If Customer's use of any of the Products is, or in Palantir's opinion is likely to be, enjoined by a court of competent jurisdiction due to the type of infringement specified above, or if required by settlement approved by Palantir in writing, Palantir may, in its sole discretion: (a) substitute for the Products substantially functionally

similar programs and documentation; (b) procure for Customer the right to continue using the Products; or (c) if Palantir reasonably determines that options (a) and (b) are commercially impracticable, terminate this Agreement and refund to Customer a pro-rated portion of the license fee paid hereunder by Customer as reduced to reflect a four-year, straight line amortization from the date on which such Products were first delivered by Palantir. The foregoing indemnification obligation of Palantir shall not apply: (1) if the Products are modified by any party other than Palantir, but only to the extent the alleged infringement would not have occurred but for such modification; (2) if the Products are modified by Palantir at the request of Customer, but only to the extent the alleged infringement would not have occurred but for such modification; (3) if the Products are combined with other non-Palantir products or processes not authorized by Palantir, but only to the extent the alleged infringement would not have occurred but for such combination; (4) to any unauthorized use of the Products or any use that is not consistent with the Documentation; or (5) to any superseded release of the Products if the infringement would have been avoided by the use of a current release of the Products that Palantir has provided or made available to Customer prior to the date of the alleged infringement. THIS SECTION SETS FORTH PALANTIR'S SOLE LIABILITY AND OBLIGATION AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT. Furthermore, except to the extent specifically covered by Palantir's indemnification obligation above, Customer shall indemnify and defend Palantir against all third-party claims (including attorneys' fees) against Palantir arising from or relating to Customer's use of the Products in violation of this Agreement, inconsistent with the Documentation, or in violation of applicable law.

12. Palantir Limited Warranty and Disclaimer.

12.1 Subject to the terms and conditions set forth in this Section 12, Palantir warrants for a period of thirty (30) days from the date of acceptance of the Products pursuant to the terms of the Statement of Work that the Products in object code format 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, but such termination shall otherwise be subject to Section 10.3.

12.2 ALL SALES ARE FINAL. NO PURCHASES OF PRODUCTS ARE REFUNDABLE, EXCHANGEABLE OR OFFSETTABLE EXCEPT AS SET FORTH IN SECTION 12.1. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 12.1, THE PRODUCTS AND SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY OTHER WARRANTIES OF ANY KIND AND PALANTIR AND ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, RELATING TO THE PRODUCTS AND ANY SERVICES PROVIDED HEREUNDER OR SUBJECT MATTER OF THIS AGREEMENT OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, TITLE OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING LIMITATION, PALANTIR DOES NOT WARRANT THAT THE PRODUCTS, DOCUMENTATION, TRAINING, OR SERVICES WILL MEET CUSTOMER REQUIREMENTS OR THAT OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE.

13. Customer Warranty.

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

13.2 Customer represents, warrants and covenants to Palantir that it will not use the Products for any improper or illegal purposes, including but not limited to (i) discrimination, (ii) harassment, (iii) compromising information and data security or confidentiality, (iv) integrating information that has been obtained in violation of any applicable contractual agreement or local, state, or Federal law, regulation, or ordinance, (v) violation of privacy or constitutional rights of individuals or organizations, and/or (vi) violation of local, state, and/or Federal laws, regulations, or ordinances. Customer, not Palantir, remains solely liable and responsible for all data that Customer stores, integrates, or imports in the Products ("Content"). Customer acknowledges that all Content that Customer accesses and/or produces through use of the Products 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.

14. Limitations of Liability.

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

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

15. Dispute Resolution. Any dispute arising from or relating to the subject matter of this Agreement that cannot be resolved by the parties within a period of sixty (60) days after notice of a dispute has been given by one party hereunder to the other (the last day of such sixty (60) day period being herein referred to as the "Arbitration Date"), shall be finally settled by arbitration in San Francisco, California, United States, using the English language in

accordance with the Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect, by one or more commercial arbitrator(s) with substantial experience in resolving complex commercial contract disputes, who may or may not be selected from the appropriate list of JAMS arbitrators. If the parties cannot agree upon the number and identity of the arbitrators within fifteen (15) days following the Arbitration Date, then a single arbitrator shall be selected on an expedited basis in accordance with the Arbitration Rules and Procedures of JAMS. Any arbitrator so selected shall have substantial experience in the software industry. The arbitrator(s) shall have the authority to grant specific performance and to allocate between the parties the costs of arbitration (including service fees, arbitrator fees and all other fees related to the arbitration) in such equitable manner as the arbitrator(s) may determine. The prevailing party in the arbitration shall be entitled to receive reimbursement of its reasonable expenses (including reasonable attorneys' fees, expert witness fees and all other expenses) incurred in connection therewith. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party shall have the right to institute an action at any time in a court of proper jurisdiction for preliminary injunctive relief pending a final decision by the arbitrator(s), provided that a permanent injunction and damages shall only be awarded by the arbitrator(s). This Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of California and the United States, without regard to conflicts of law provisions thereof, and without regard to the United Nations Convention on contracts for the International Sale of Goods. For all purposes of this Agreement, but subject to the agreement to arbitrate set forth above, the parties consent to exclusive jurisdiction and venue in the United States Federal Courts located in the Northern District of California or, if Palantir determines that jurisdiction is not proper in such Federal Courts, California Superior Court in the County of Santa Clara.

16. Miscellaneous. Neither this Agreement nor the licenses granted hereunder may be assigned, transferred, subcontracted, or sublicensed by Customer; any attempt to do so shall be void. Palantir may assign this Agreement in whole or in part. Any notice, report, approval or consent required or permitted hereunder shall be in writing and sent by first class U.S. mail, confirmed facsimile, or major commercial rapid delivery courier service to the address specified above. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and be enforceable. Any and all modifications, waivers or amendments must be made by mutual agreement and shall be effective only if made in writing and signed by each party. No waiver of any breach shall be deemed a waiver of any subsequent breach. Customer's rights under this Agreement are subject to its compliance with all applicable export control laws and regulations. This Agreement, including any Exhibits hereto and any mutually executed

Statements of Work, together with any confidentiality or non-disclosure agreement entered into by and between the parties, is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. In the event of a conflict between this Agreement and any Exhibits or Statements of Work, the terms and conditions of this Agreement will prevail. Palantir is in no way affiliated with, or endorsed or sponsored by, The Saul Zaentz Company d.b.a. Tolkien Enterprises or the Estate of J.R.R. Tolkien.

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

[END OF TERMS AND CONDITIONS]

PALANTIR O&M/SUPPORT SERVICES

1. **SUPPORT SERVICES.** Support Services consist of (a) Error Correction and Telephone Support provided to the Sheriff's IT Unit, concerning the installation and use of the then-current release of the applicable Product and the Previous Sequential Release and (b) Product Major Releases that Palantir in its discretion makes generally available without additional charge to a Customer 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).

2. **ERROR PRIORITY LEVELS.** Palantir shall exercise commercially reasonable efforts to correct any Error reported by Customer in the current unmodified release of Product in accordance with the priority level reasonably assigned to such Error by Palantir.

- P0 Errors - Palantir shall promptly commence the following procedures: (i) assigning Palantir engineers to correct the Error(s); (ii) notifying Palantir management that such Errors have been reported and of steps being taken to correct such Error(s); (iii) providing Customer with periodic reports on the status of the corrections; (iv) initiating work to provide Customer with a Hotfix; and (v) if appropriate, providing Palantir representatives on site at Customer's facilities.
- P1 Errors - Palantir shall promptly commence the following procedures: (i) assigning Palantir engineers to correct the Error; (ii) notifying Palantir management that such Errors have been reported and of steps being taken to correct such Error(s); (iii) providing Customer with periodic reports on the status of the corrections; (iv) initiating work to provide Customer with a Hotfix; and (v) if appropriate, providing Palantir representatives on site at Customer's facilities.
- P2 Errors - Palantir may include the Fix for the Error in the next Major Release.
- P3 Errors - Palantir may include the Fix for the Error in the next Major Release.

If Palantir believes that a problem reported by Customer may not be due to an Error in a Product, Palantir will so notify Customer. At that time, Customer may (1) instruct Palantir to proceed with problem determination at Customer's possible expense as set forth below or (2) instruct Palantir that Customer does not wish the problem pursued at Customer's possible expense. If Customer requests that Palantir proceed with problem determination at Customer's possible expense and Palantir determines that the error was not due to an Error in the Product, Customer shall pay Palantir for consulting services at a rate of \$195.47/hour, for all work performed in connection with such determination, plus reasonable related expenses incurred therewith. Customer shall not be liable for (i) problem determination or repair to the extent that problems are due to Errors in the Product; (ii) work performed under this paragraph in excess of its instructions; or (iii) work performed after Customer has notified Palantir that it no longer wishes work on the problem determination to be continued at Customer's possible expense (such notice shall be deemed given when actually received by Palantir). If Customer instructs Palantir that it does not wish the problem pursued at Customer's possible expense or if such determination requires effort in excess of Customer's instructions, Palantir may, at its sole discretion, elect not to investigate the error with no liability therefore.

3. **RESPONSE TIMES.** Palantir will use diligent efforts to meet the following response times:

Severity	Response Time	Targeted Resolution Service Level
P0	12 clock hours, 365 days a year	Onsite if appropriate within 24 clock hours of issue until Error is resolved
P1	12 Business Hours	Onsite if appropriate within 36 business hours of issue until Error is resolved
P2	24 Business Hours	Error resolved with Major Release
P3	60 Business Hours	Error resolved at Palantir's discretion

4. **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 Customer'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; (iv) Product installed on any hardware that is not supported by Palantir; (v) any Product for which Palantir has released a Hotfix or Major Release that has not been implemented by Customer within six (6) months after the date first made available by Palantir. Palantir shall have no liability for any changes in Customer's hardware which may be necessary to use Product due to a Workaround or maintenance release.

5. **CUSTOMER OBLIGATIONS.** As a prerequisite to Palantir's obligations hereunder, Customer agrees to the following obligations.

5.1 Customer will use reasonable commercial efforts to cooperate with Palantir to enable Palantir to provide Support Services.

5.2 Customer will, or request Palantir's assistance to do so on Customer's behalf, back up Product files and associated databases regularly.

5.3 Customer will, or request Palantir's assistance to do so on Customer's behalf, follow the Upgrade Guide and other instructions provided by Palantir when upgrading Product.

5.4 Customer will test Major Releases in a staging environment before deploying the Major Release to a production environment.

6. DEFINITIONS.

- "Business Hours" means hours occurring during the period of each day in which Palantir offers Support Services, 8 A.M.-4 P.M. 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.
- "Hotfix" means a single, cumulative package that includes one or more files containing Fixes or Workarounds that are used to address P0 or P1 Errors. "Hotfixes" address a specific customer situation and may not be distributed outside the customer organization.
- "Major Release" 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 major 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.
- "P0 Error" means an Error which renders a Product inoperative or causes such Product to fail catastrophically.
- "P1 Error" means an Error which substantially degrades the performance of a Product or materially restricts Customer's use of such Product.
- "P2 Error" means an Error which causes only a minor impact on the Customer's use of Product functionality.
- "P3 Error" means an Error which causes only a very minor impact on the Customer's use of a Product, such as documentation typos or handled error messages.
- "Support Services" means Palantir support services as described in Section 1.
- "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.
- "Upgrade Guide" means the documentation provided by Palantir specifying appropriate procedure for upgrading Product.
- "Workaround" means a change in the procedures followed or data supplied by Customer to avoid an Error without substantially impairing Customer'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.



February 22, 2013

VIA EMAIL

Cook County Chief Procurement Officer
118 North Clark Street, Room 1018
Chicago, Illinois 60602

Re: Contract No. 13-30-076, Palantir Government Software

Dear Sir or Madam,

This letter constitutes acknowledgment by Palantir Technologies Inc. ("Palantir") that Cook County Sheriff's Office ("CCSO") intends to purchase goods and services from Palantir that are similar to those goods and services delivered to the County of San Mateo pursuant to a competitively awarded contract. The County of San Mateo contract referenced in the preceding sentence was entered into on January 10, 2012 (and amended on October 23, 2012) and awarded in response to RFP #1253, Request for Proposal for a Northern California Regional Intelligence Center Information Management Solution.

The price schedule below proposed to CCSO for an initial pilot is based on the price schedule for the County of San Mateo Northern California Regional Intelligence Center Information Management Solution contract.

Product	Product Code	Line Item Description	Quantity	Price
Palantir Government Server Core License	PT-PG-000001-132-33	- Palantir Government Server Core Licenses	12	\$530,170.42
Annual Support and Maintenance for Palantir Government	PT-PG-000001-132-34	- Annual Support and Maintenance for Coverage Beyond First Year	1 year	\$56,406.16
Hardware	N/A	- Dell PowerEdge R720 servers - 1.2 TB Fusion IO cards	- 6 - 4	\$95,436.33
Oracle SE 1 Licenses	N/A	- Oracle Standard Edition One Licenses - O&M	- 2 licenses - 2 years	Included
TOTAL				\$682,012.91

Best Regards,

Matt Long
Legal Counsel, Palantir Technologies Inc.

CONTRACT NO: 13-30-076

EXHIBIT 2

County of San Mateo Contract (Contract No. 071732)

AGREEMENT

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

THIS AGREEMENT, entered into this 01st day of JANUARY, 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 "1," 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, 14th 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.

Certificate of Correctly
(Government Code Section 26103)
I certify that a copy of the original document filed in
the Office of the Clerk of the Board of Supervisors of
San Mateo County has been delivered to the
President of the Board of Supervisors.
R. Romero
Deputy Clerk of the Board of Supervisors

COUNTY OF SAN MATEO
*A Political Sub-division of the
State of California*

By: [Signature]
President, Board of Supervisors

Date: 1/10/2012

ATTEST:

By: [Signature]
Clerk of Said Board

PALANTIR TECHNOLOGIES, INC.

By: [Signature]
(SIGNATURE)

Matt Long
(PRINTED NAME)

Date: Dec 14, 2011

EXHIBIT A SERVICES

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

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 ¹
Moderate	Within five days	Every two days ²	Next Release ³
Cosmetic	Within five days ⁴	Every 21 days ⁵	Next Release ⁶

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.

4. TRAINING.

¹ Until work-around is provided.

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

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

⁴ The priority of the problem will be confirmed.

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

⁶ 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.

EXHIBIT B PAYMENTS AND RATES

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

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
Total Price				\$690,125.00

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.

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

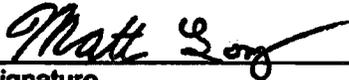
Shelby Wolpa
Name of 504 Person - Type or Print

Palantir Technologies Inc.
Name of Contractor(s) - Type or Print

100 Hamilton Ave, Suite 300
Street Address or P.O. Box

Palo Alto, CA 94301
City, State, Zip Code

I certify that the above information is complete and correct to the best of my knowledge.


Signature

Legal Counsel
Title of Authorized Official

December 15, 2011 _____
Date

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

COUNTY OF SAN MATEO CONTRACTOR'S DECLARATION FORM

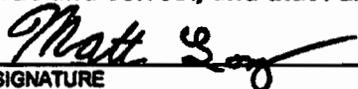
I. CONTRACTOR INFORMATION	
CONTRACTOR NAME: <u>Palantir Technologies Inc.</u>	PHONE: <u>650-815-0284</u>
CONTACT PERSON: <u>Matt Long</u>	FAX: <u>650-618-2703</u>
ADDRESS: <u>100 Hamilton Ave, Suite 300, Palo Alto, CA 94301</u>	

II. EQUAL BENEFITS (check one or more boxes)
Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.
<input checked="" type="checkbox"/> Contractor complies with the County's Equal Benefits Ordinance by: <input checked="" type="checkbox"/> offering equal benefits to employees with spouses and employees with domestic partners. <input type="checkbox"/> offering a cash equivalent payment to eligible employees in lieu of equal benefits.
<input type="checkbox"/> Contractor does not comply with the County's Equal Benefits Ordinance.
<input type="checkbox"/> Contractor is exempt from this requirement because: <input type="checkbox"/> Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for less than \$5,000. <input type="checkbox"/> Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION (check appropriate box)
<input type="checkbox"/> Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
<input checked="" type="checkbox"/> No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

IV. EMPLOYEE JURY SERVICE (check one or more boxes)
Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.
<input checked="" type="checkbox"/> Contractor complies with the County's Employee Jury Service Ordinance.
<input type="checkbox"/> Contractor does not comply with the County's Employee Jury Service Ordinance.
<input type="checkbox"/> Contractor is exempt from this requirement because: <input type="checkbox"/> the contract is for less than \$100,000 <input type="checkbox"/> Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to comply when the collective bargaining agreement expires.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.


SIGNATURE

Matt Long
PRINTED NAME

December 15, 2011
DATE

Legal Counsel
TITLE



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/15/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Insurance Services West, Inc. fka Aon Risk Services, Inc. of Cen CA 8880 Cal Center Drive, Suite 130 Sacramento CA 95826 USA	CONTACT NAME: PHONE (A/C. No. Ext): (916) 369-4800 FAX (A/C. No.): (916) 369-4801 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Palantir Technologies, Inc. 100 Hamilton Ave Suite 300 Palo Alto CA 94301 USA	INSURER A: Federal Insurance Company 20281	
	INSURER B: Chubb Indemnity Insurance Co. 12777	
	INSURER C: Beazley Insurance Company, Inc. 37540	
	INSURER D: Hartford Fire Insurance Co. 19682	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 570044886199** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

USER LTR	TYPE OF INSURANCE	ADDL. COVR. DESCR.	POLICY NUMBER	POLICY EXP. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		35955670 Package	06/26/2011	06/26/2012	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/POP AGG \$2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		73568511 Commercial Auto	06/26/2011	06/26/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$1,000,000 BODILY INJURY (Per accident) \$1,000,000 PROPERTY DAMAGE (Per accident) Uninsured Motorist C \$1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION		79882360 Umbrella	06/26/2011	06/26/2012	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 Products/Completed O \$5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	57WBCNG6313 Work Comp	12/10/2011	12/10/2012	WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
C	E&O-Prof/Liab-XS		W11852110101 Tech E&O, privacy, media	06/26/2011	06/26/2012	Limit (1) \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

San Mateo County
Sheriff's Office
400 County Center, 3rd Floor
Redwood City CA 94063 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ula Mihan

Holder Identifier :

Certificate No : 570044886199

Amendment No. 1 to the Agreement of 10 January 2012

This Amendment No. 1 (the "Amendment") to the Agreement between the County of San Mateo ("County") and Palantir Technologies Inc. ("Palantir"), dated January 10, 2012, (the "Agreement") is entered into as of this 23rd day of October, 2012. Capitalized terms that appear in this Amendment shall bear the meanings set forth in the Agreement. In the event of a conflict between this Amendment and the Agreement, this Amendment shall prevail.

RECITALS

WHEREAS, the parties wish to clarify terms in the Agreement as set forth below and hereby agree that this Amendment is effective pursuant to Section 13 of the Agreement.

WHEREAS, County desires, and Palantir shall provide, an Automated License Plate Reader Unification Solution utilizing the existing twelve (12) cores of Palantir Software also used in the Information and Intelligence Management Solution in accordance with the terms set forth in the Agreement, as amended by this Amendment, for an additional payment of \$250,390.38 made by County to Palantir.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereto agree as follows:

AMENDMENT

1. The second sentence of Section 3 of the Agreement (Payments) shall be amended by replacing the phrase "SIX HUNDRED NINETY THOUSAND, ONE HUNDRED TWENTY-FIVE DOLLARS AND NO CENTS (\$690,125.00)" with the following phrase:

SIX HUNDRED NINETY THOUSAND, ONE HUNDRED TWENTY-FIVE DOLLARS AND NO CENTS (\$690,125.00) for the Information and Intelligence Management Solution and TWO HUNDRED FIFTY THOUSAND THREE HUNDRED NINETY AND THIRTY-EIGHT CENTS (\$250,390.38) for the Automated License Plate Reader Unification Solution ("ALPR Solution").

2. The first paragraph of Section 4 of the Agreement (Term and Termination) shall be amended and restated to read as follows:

Subject to compliance with all terms and conditions, the term of this agreement shall be January 1, 2012 to December 31, 2013. This date may be extended if the parties so agree in writing, upon prior approval from the Department of Justice Office of Justice Programs.

3. Section 3 of Exhibit A (Training) of the Agreement shall be amended by renaming it as Section 3.1 and adding a new Section 3.2 immediately thereafter as follows:

3.2 TRAINING.

Palantir will offer the following training options to users of the system as needed throughout the duration of the Term.

A. Palantir Administration

For NCRIC IT and management staff regarding how to best administer the Palantir system, including both hardware and software best practices. Training also includes instruction in the use of the Palantir Enterprise Manager administrative application for management of user accounts and other functionality.

B. ALPR Training

For NCRIC staff and external Law Enforcement Agency partner users, regardless of any previous experience with Palantir, who only need access to ALPR data and functions.

C. Analyst Training

For NCRIC analysts and investigators to achieve fluency with the Palantir IMS and additional functionality gained by integration of ALPR data into the ALPR Solution.

4. The third paragraph of Section 2 of Exhibit A-1 to the Agreement (Grant of Limited License, Conditions, and Arrangements) shall be amended and restated to read as follows:

Palantir shall continue to provide support and maintenance in accordance with a separate annual support plan to be executed at an additional cost to the Licensee beginning January 1, 2014. 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.

5. Paragraph 1.1.1 to Section 2 of Exhibit A-1 to the Agreement (Use) shall be amended by inserting a new second paragraph immediately after the first paragraph therein as follows:

The Software may be used only by the Licensee and the Licensee's qualified employees for processing ALPR data for the NCHIDTA/NCRIC own business purposes within the Enterprise. In addition, law enforcement personnel of other agencies working with NCHIDTA/NCRIC and sharing APLR data ("ALPR Partners") shall only be granted access to a web version of the Software to access the ALPR data; provided that such ALPR Partners accept terms and conditions governing the use of the Software prior to receiving access (for instance, taking the form of a click-through end user license agreement). Notwithstanding the foregoing, Licensee shall be responsible for any act or omission by any ALPR Partner with respect to use of the Software. Upon Palantir's request, Licensee shall provide to Palantir a list of ALPR Partners granted access to the Software. 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.

6. Section 2.2 of Exhibit A-1 of the Agreement (Hardware) shall be amended by adding a new Section 2.2.3 as follows:

2.2.3 Servers for ALPR Solution

Palantir will provide a SAN disk array hardware for deployment at the NCHIDTA/NCRIC. The NCHIDTA/NCRIC will provide 2U of continuous rack space, along with 100 mbit (or greater) network connectivity.

7. Section 2.3 of Exhibit A-1 of the Agreement (Requirements) shall be amended by adding a new Sections 2.2.6 through 2.2.9 as follows:

2.3.6 Data Integrations for ALPR Solution

Palantir will make reasonable and timely efforts to, at minimum, integrate ALPR data from ten (10) agreed upon source databases, representing a combination of vendor schemas including VigiLiant Video, Federal Signal, or other.

The NCHIDTA/NCRIC will be responsible for establishing connectivity to the networks that contain the source databases, including creation of LAN-to-LAN tunnels where necessary or access to public facing web services.

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.

2.3.7 Data Search and Alert Notifications for ALPR Solution

Software will provide functionality for users to query the database via, at a minimum, license plate number (full or partial), geographic location, and date range. These parameters can also be utilized to set up alert triggers that will notify the creator via email, or other methods, when a match is found.

2.3.8 Integration between Palantir and third party software for ALPR Solution

Palantir will provide access to the unified ALPR database for other Intelligence Management Systems, including but not limited to ARIES and CopLink, to query or consume. Replication of the database is also necessary for backup / disaster recovery purposes.

2.3.9 Training for ALPR Solution

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.

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.

8. Section 2.2 of Exhibit A-1 of the Agreement (Privacy/Civil Liberties) shall be amended by renaming it Section 2.4 and adding a new Section 2.4.2 and 2.4.3 as follows:

2.4.2 At the direction of NCHIDTA/NCRIC Palantir will configure the ALPR Solution to 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 applicable to NCHIDTA/NCRIC. Notwithstanding the foregoing, this does not expand the scope of the warranty set forth in Section 2.1 hereof, nor is Palantir liable for NCHIDTA/NCRIC's compliance (or failure to comply) with 28 CRF part 23.

2.4.3 At the direction of NCHIDTA/NCRIC, Palantir will configure the ALPR to enable ALPR data and imagery to be purged once a predefined lifespan has expired for each record. NCHIDTA/NCRIC will provide the desired retention period and any modifications thereto, which will comply with applicable laws.

9. Section 3.1 of Exhibit A-1 of the Agreement (Miscellaneous) shall be amended by adding in a new Section 3.1.8 as follows:

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

10. Exhibit B of the Agreement (Payments and Rates) shall be amended by adding in the new payment for the ALPR Solution as Section 2 as follows:

2. PRICE SCHEDULE FOR ALPR SOLUTION

Product	Line Item Description	Quantity	Price
Palantir ALPR Solution	Integration of ALPR data and functionality	1	\$130,000.00
Support and Maintenance – covers all cores in Palantir IMS and ALPR Solution	Support and Maintenance for all twelve (12) cores of Palantir Software utilized by NCRIC in both Intelligence Management System and ALPR Solution through December 31, 2013	N/A	\$60,000.00
Storage Area Network Hardware	SAN disk array to be deployed at NCRIC for storage capacity of ALPR data and images	1	\$55,659.34
Sales Tax (8.5%)			\$4,731.04
Shipping & Handling	For SAN Hardware	N/A	\$0.00
Total Price			\$250,390.38

County shall pay Contractor in full on or by October 31 2012 upon Palantir's delivery of hardware and completion of data integrations with ALPR Partners, or substantial progress towards those integrations.

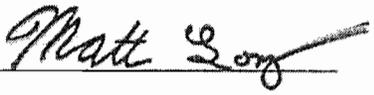
Except for the amendments set forth above, the Agreement shall remain in full force and effect.

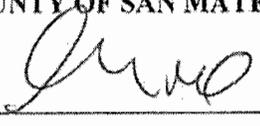
[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed as of the day and year first above written.

PALANTIR TECHNOLOGIES INC.

COUNTY OF SAN MATEO

By: 

By: 

Print Name: Matt Long

Print Name: Greg Munks

Title: General Counsel

Title: Sheriff

Date: 11/19/2012

Date: 11/7/2012

CONTRACT NO: 13-30-076

EXHIBIT 3

General Conditions

**GENERAL CONDITIONS
SERVICE**

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GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Contractor from its obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Contractor shall identify in writing to the Chief Procurement Officer the any and all subcontractors it intends to use in the performance of the Contract. The Chief Procurement Officer shall have the right to disapprove any subcontractor. Identification of subcontractors to the Chief Procurement Officer shall be in addition to any communications with County offices other than the Chief Procurement Officer. All subcontractors shall be subject to the terms of this Contract. Contractor shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Contractor must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Contractor has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the contractor's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Contractor is uncertain whether a disclosure is required under this Section, the Contractor must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All contractors and subcontractors of the Contractor shall be accountable to the Director of the Using Department or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

GC-02 PERSONNEL

The quality, experience and availability of personnel employed by the Contractor is of the essence. The Contractor shall provide the County with a list of all key personnel to be used on the project and their designated assignment. The list shall include the qualifications of each person named. The County may at any time request, in writing, the Contractor to remove any of the Contractor's assigned personnel for cause and forthwith furnish to the County other acceptable personnel with thirty (30) days of notification. Notwithstanding the County's approval of Contractor's personnel, the Contractor shall be fully responsible to County for all work performed pursuant to this Contract by Contractor's employees, subcontractors or others who may be retained by the Contractor with the approval of the County.

GC-03 INSURANCE REQUIREMENTS

- 1) The Contractor shall require all policies of insurance that are in any way related to the work and are secured and maintained by Contractor and all tiers of subcontractors to include clauses providing that each underwriter shall waive all of its rights of recovery, under subrogation or otherwise, against Cook County, Board of Commissioners and employees of the County.

The Contractor shall waive all rights of recovery against Cook County, Board of Commissioners, employees of the County and other Contractors and subcontractors which Contractor may have or acquired because of deductible clauses in or inadequacy of limits of any policies of insurance that are in any way related to the work and that are secured and maintained by Contractor.

The Contractor shall require all tiers of subcontractors to waive the rights of recovery against Cook County and all tiers of subcontractors.

Insurance Requirements of the Contractor

Prior to the Effective Date of this Contract, the Contractor, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract. The insurance purchased and maintained by the Contractor shall be primary and not excess or pro rata to any other insurance issued to the County.

The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The limits of liability shall be as stated below, unless, prior to the Effective Date of this Contract, written approval is granted by the Cook County Department of Risk Management for variance from those limits.

1. Coverages

(a) **Workers Compensation Insurance**

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

- 1) Employers' Liability coverage with a limit of
 \$500,000 each Accident
 \$500,000 each Employee
 \$500,000 Policy Limit for Disease
- 2) Broad form all states coverage

GC-03 INSURANCE REQUIREMENTS (CON'T.)**(b) Commercial General Liability Insurance**

- 1) The Commercial General Liability shall be on an occurrence form basis to cover bodily injury and property damage including loss of use.

General Liability limits shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit for bodily injury and property damage. The General Liability policy shall include, without limitation the following coverages:

- (a) All premises and operations;
- (b) Broad Form Blanket Contractual Liability;
- (c) Products/Completed Operations;
- (d) Broad Form Property Damage Liability;
- (e) Cross Liability.

(c) Comprehensive Automobile Liability Insurance

Comprehensive Automobile Liability to cover all owned, non-owned and hired automobiles, trucks and trailers. The Comprehensive Automobile Liability limits shall not be less than the following:

- 1) Liability - All Autos: Bodily Injury & Property Damage - \$1,000,000 per Occurrence
- 2) Uninsured/Motorists: Per Illinois Requirements

(d) Umbrella/Excess Liability Insurance

In addition to the coverages and limits specified above, Contractor and Sub-Contractors of any tier shall secure and maintain a limit of liability no less than:

- 1) \$2,000,000 each occurrence for all liability
- 2) \$2,000,000 in the aggregate per policy year separately with respect to products and completed operations

2. Additional requirements**(a) Additional Insured**

Cook County, its officials, employees and agents shall be named as additional insureds under the Commercial General Liability policy.

(b) Qualification of Insurers

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon written consent of the Cook County Department of Risk Management.

GC-03 INSURANCE REQUIREMENTS (CON'T.)**(c) Insurance Notices**

All policies of insurance which may be required under terms of this Contract shall be endorsed to provide that the insurance company shall notify the Cook County Office of the Chief Procurement Officer, 118 North Clark Street, Room 1018, Chicago, Illinois 60602 at least 30 days prior to the effective date of any cancellation or modification of such policies. Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the County certificates of insurance maintained by Contractor.

In no event shall any failure of the County to receive Certificates of Insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Contractor's obligations to obtain insurance pursuant to these insurance requirements.

GC-04 INSPECTION AND RESPONSIBILITY

At any and at all times during the term of the Contract and at any location where the Contract is performed, the County shall have a right to inspect any Deliverables provided in carrying out this Contract. The Contractor shall be solely responsible for the quality and standards of all Deliverables furnished under this Contract. Deliverables may be rejected by the Chief Procurement Officer and/or the Director of the Using Department if they fail to meet Contract requirements or are provided in a manner which does not meet Contract requirements. In the event of such rejection, Deliverables shall be replaced and/or re-performed by the Contractor promptly and at no additional cost to the County. Any Deliverables rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor, after notice has been given by the County to the Contractor that such Deliverables have been rejected.

GC-05 INDEMNIFICATION

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

GC-06 PAYMENT

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents and shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice, and shall be submitted together with a properly completed County Voucher form (29A). Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

GC-07 PREPAID FEES

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

GC-08 TAXES

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-05.

GC-09 PRICE REDUCTION

If at any time after the contract award, Contractor makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section GC-09, Price Reduction, a general price reduction shall include reductions in the effective price charged by Contractor by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Contractor makes in the price of the Deliverables to its prospective customers generally.

GC-10 CONTRACTOR CREDITS

To the extent the Contractor gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific using department. Contractor shall reflect any such credits on its invoices and in the amounts it invoices the County.

GC-11 DISPUTES

Any dispute arising under the Contract between the County and Contractor shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the Director of the Using Department. The decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer. Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

GC-12 DEFAULT

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract including, but not limited to, a representation or warranty, where Contractor has failed to cure such breach within ten (10) days after written notice of breach is given to Contractor by the County, setting forth the nature of such breach.

In the event Contractor shall breach any material terms or conditions of this Contract on more than one occasion during any twelve month period during the term hereof, or in the event Contractor expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County may, at its option, declare the Contractor to be in default and the County shall be entitled to exercise all available remedies including, but not limited to, termination of the Contract, without affording the Contractor further opportunity to cure such breach. Failure of County to give written notice of breach to the Contractor shall not be deemed to be a waiver of the County's right to assert such breach at a later time, should the Contractor commit a subsequent breach of this Contract.

A material breach of the contract by the Contractor includes but is not limited to the following:

1. Failure to begin performance under this Contract within the specified time;
2. Failure to perform under this Contract with sufficient personnel, equipment, or materials to ensure completion of said performance within the specified time or failure to assign qualified personnel to ensure completion within the specified time;
3. Performance of this contract in an unsatisfactory manner;
4. Refusal to perform services deemed to be defective or unsuitable;
5. Discontinuance of performance of Contractor's obligations under the Contract or the impairment or the reasonable progress of performance;
6. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency;
7. Any assignment of this contract for the benefit of creditors;
8. Any cause whatsoever which impairs performance in an acceptable manner; or
9. Any other material breach of any term or condition of this Contract.

County shall be in default hereunder if any material breach of the Contract by County occurs which is not cured by the County within ninety (90) days after written notice has been given by Contractor to the County, setting forth the nature of such breach.

GC-13 COUNTY'S REMEDIES

Following notice of material breach to Contractor, the County reserves the right to withhold payments otherwise owed to Contractor until such time as Contractor has cured the breach.

If the Contractor fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-12, Default, or if Contractor commits a subsequent material breach within a twelve month period or expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County shall have the right to terminate this Contract upon written notice to the Contractor which shall set forth the effective date of such termination.

In addition, the County shall have the right to pursue all remedies in law or equity.

GC-14 CONTRACTOR'S REMEDIES

If the County has been notified of breach and fails to remedy the breach during the ninety(90) day cure period pursuant to General Condition GC-12, Default, the Contractor shall have the right to terminate this Contract upon not less than thirty (30) days prior written notice to the County, which notice shall set forth the effective date of termination.

Contractor shall have the right to pursue all remedies available in law or equity. In all cases the Contractor's damages shall be those actual provable damages not to exceed the amount of the Contract as awarded by the Cook County Board of Commissioners less all amounts paid to Contractor. In no event shall Contractor be entitled to any consequential damages. Irrespective of the exercise of remedies hereunder, Contractor shall not disrupt the County's operations or repossess any component thereof.

GC-15 DELAYS

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

GC-16 MODIFICATIONS AND AMENDMENTS

The parties may during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

In the case of Contracts approved by the Board, the total cost of all such amendments shall not increase the Contract by more than 10% of the original contract award and the term may only be extended for up to one (1) year. Such action may only be made with the advance written approval of the Chief Procurement Officer.

In the case of Contracts approved by the Board, modifications and amendments which individually or cumulatively result in additional costs of greater than 10% of the original awarded amount or which extend the term of the Contract by more than one (1) year shall be deemed as authorized with the advance approval of the Cook County Board of Commissioners.

No County department or employee thereof has authority to make any modifications or amendments to this Contract. Any modifications or amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

GC-17 PATENTS, COPYRIGHTS AND LICENSES

Contractor shall furnish the Director of the Using Department with all licenses required for the County to utilize any software, including firmware or middleware, provided by Contractor as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Contractor shall also furnish a copy of such licenses to the Chief Procurement Officer. The Deliverables are provided to County pursuant to Contractor's standard commercial license terms ("License") set forth in Exhibit 1 and incorporated by reference into this Contract. The terms and conditions of the License related to the license grant, ownership and restrictions on use shall take precedence over any terms to the contrary set forth in this Contract.

Contractor agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of Deliverables provided to the County and used by the County in accordance with the terms of this Contract constitutes an infringement of any patent, copyright or license or any other property right Provided that Contractor shall have received from County: (i) notice of such claim within five (5) days of County receiving notice of such claim; (ii) the exclusive right to control and direct the investigation, defense, and settlement (if applicable) of such claim; and (iii) all reasonable necessary cooperation of County.

In the event the use of any Deliverables is enjoined, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Contractor's election, one of the following: (a) the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; (b) Contractor shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract or (c) if Contractor reasonably determines that options (a) and (b) are commercially impracticable, terminate this Contract and refund to County a pro-rated portion of the license fee paid hereunder that reflects the remaining portion of the Contract Period at the time of termination.

The foregoing indemnification obligation of Contractor shall not apply: (1) if the Deliverables are modified by any other party other than Contractor, but only to the extent the alleged infringement would not have occurred but for such modification: (2) if the Deliverables are modified by Contractor at the request of County, but only to the extent the alleged infringement would not have occurred but for such modification: (3) if the Deliverables are combined with other non-Contractor products or processes not authorized by Contractor, but only to the extent the alleged infringement would not have occurred but for such combination: (4) to any unauthorized use of the Deliverables or any use that is not consistent with the Documentation: or (5) to any superseded release of the Deliverables if the infringement would have been avoided by the use of a current release of the Deliverables that Contractor has provided or made available to County prior to the date of the alleged infringement. THIS SECTION SETS FORTH CONTRACTOR'S SOLE LIABILITY AND OBLIGATION AND COUNTY'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

GC-18 COMPLIANCE WITH THE LAWS

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor.

The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

GC-19 **MINORITY AND WOMEN BUSINESS ENTERPRISES**
COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND
CONSULTING SERVICE AND SOLE SOURCE

I. POLICY AND GOALS

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in the County contracts and to eliminate arbitrary barriers for participation, as both prime and subcontractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women- Owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority-and-Women-Owned Business Enterprise Ordinance (the "Ordinance") which establishes a "best efforts" goal of awarding not less than thirty-five percent (35%) of the annual total dollar amount of professional, consulting service and sole source contracts and agreements to certified MBEs and WBEs.
- B. A Proposer may achieve the MBE/WBE participation goals by its status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs or WBEs; by entering into a Mentor-Protégé Agreement with a MBE or WBE; by the indirect participation of MBEs or WBEs in other aspects of the Proposer's business; or by a combination of the foregoing.
- C. A Waiver Request must be submitted with the Proposal, documenting the inability of the Proposer to meet the goals, and providing written evidence of "Good Faith Efforts," to obtain goals.
- D. A Proposer's failure to carry out its MBE/WBE commitments in the course of performance on a contract shall constitute a material breach of the contract, and if such breach is not appropriately cured, may result in the termination of the contract or such other remedies authorized by the Ordinance as the County deems appropriate.

II. REQUIRED SUBMITTALS

To be considered responsive to the requirements of the Ordinance, a Proposer shall submit Items A, B and C listed below. All documentation submitted shall be reviewed by the Contract Compliance Administrator. Failure to submit one of the items required shall be cause to consider a contract non-responsive to the Ordinance goals and may be rejected.

A. MBE/WBE Participation Documentation

Each Proposer shall submit supporting documentation which evidences efforts taken to achieve the County's "best efforts" MBE/WBE participation goals. Such documentation shall include:

- 1. A **Utilization Plan** identifying all firms intended to be utilized to fulfill the goals; the MBE/WBE status of each firm; the name, address, e-mail address and telephone number of the contact person for each MBE/WBE firm; the dollar value of the goods and services to be provided by the MBE/WBE firm; and the dollar value expressed as a percentage (%) of the total value of the purposed contract. (See Section I)

GC-19

MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND
CONSULTING SERVICE AND SOLE SOURCE (CON'T.)

2. A **Letter of Intent** for each MBE/WBE containing specific information regarding goods to be provided or services to be performed by the MBE/WBE; the dollar value of the goods or services, the percentage (%) of the dollar value; and the original signatures of the appropriate officer for both the Proposer and the MBE/WBE. (See Exhibit II)
3. Current **Letter of Certification** for each MBE/WBE firm. Acceptable certifying agencies are: Cook County, Illinois Unified Certification Program (IUCP) and U. S. Small Business Administration. (SBA) (8A) or any other governmental body or agency approved by the Contract Compliance Administrator as applying certification standards substantially similar to those applied by the County of Cook may also be accepted.
4. **Waiver/Goal Reduction Petition** must be included at the time of the submission of the Proposal document. Where the Proposer does not include all documentation in support of the Petition at the time of submission, such documentation must be submitted to the Office of Contract Compliance not less than three (3) business days after the submission date.

The Contract Compliance Administrator retains the right to reject the certification of any MBE or WBE on the ground that it does not meet the County's definition of a MBE or WBE.

B. Use of MBE/WBE Professionals

Each Proposer shall submit with its proposal, a statement which discloses how it intends to maximize the use of minority and women professionals in the course of performing the contract.

C. Affirmative Action Plan

Each Proposer shall submit a copy of its current EEO-1 Report and a copy of its current Letter of Compliance from the United States Department of Labor, Office of Federal Contract Compliance Programs. Absent a Letter from OFCCP, the Proposer shall submit a written report of the inclusion of minority and women professional in the workforce of their company.

GC-19 **MINORITY AND WOMEN BUSINESS ENTERPRISES**
COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND
CONSULTING SERVICE AND SOLE SOURCE (CON'T.)

III. **NON-COMPLIANCE**

Where the County of Cook determines that the Proposer has failed to comply with its contractual commitments or any portion of the Ordinance, it will notify the contractor of such non-compliance and may take any and all appropriate actions as set forth within the Ordinance.

IV. **REPORTING/RECORD KEEPING REQUIREMENTS**

The Proposer is required to comply with the reporting and record-keeping requirements as set forth in the Ordinance and as established by the Contract Compliance Administrator. Upon award of a contract, The Proposer is responsible for acquiring all necessary Office of Contract Compliance reporting and record-keeping forms as made available in the Office of Contract Compliance

The Office of Contract Compliance will notify each Contractor and Sub-Contractor upon award of a contract of their reporting obligations (Vendor Notification Letter)

The Office of Contract Compliance will notify each MBE/WBE Sub-Contractor of the award of a contract to a Prime Contractor, the MBE/WBE dollar amount of participation and the percentage (%) amount of participation. The Sub-Contractors will be required to submit on a timely basis, Sub-Contractors Payment Affidavits (see forms section) with proof of payment or money paid to them by the Prime Contractor.

The Office of Contract Compliance requests payment affidavits and proof of payment to MBE/WBE Sub-Contractors as follows:

1. **Annual Contracts:** monthly reporting from both Prime and Sub-Contractors.
2. **Multi Year Contracts:** quarterly reporting from both Prime and Sub-Contractors including proof of payments.
3. **One time purchases** require verification of proof of payment **immediately.**

Failure to comply with this section will be reviewed as non-compliance as stated under Section III. Non-Compliance.

V. **EQUAL EMPLOYMENT OPPORTUNITY**

Compliance with MBE and WBE requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as otherwise required by law as they relate to contractor and subcontractor obligations.

Any questions regarding this document should be directed to:

Director
Cook County Office of Contract Compliance
118 N. Clark Street – Room 1020
Chicago, Illinois 60602
(312)603-5502

GC-20 MATERIAL DATA SAFETY SHEET

Where required under the Illinois "Toxic Substance Disclosure To Employees Act", Illinois Compiled Statutes, 2002, 820 ILCS 255/1, Contractor shall submit with each delivery of Deliverables, a Material Safety Data Sheet.

GC-21 CONDUCT OF THE CONTRACTOR

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. The Contractor shall take notice of and comply with the Cook County Lobbyist Registration Ordinance (No. 93-0-22, 6-22-93). Neither the Contractor nor any of its employees, agents or subcontractors shall use for business or personal gain, or make other improper use of, confidential information which is acquired in connection with the Contract. To the extent Contractor will have access to the County's protected health information in performing its responsibilities under this Contract, Contractor shall contact the Chief Privacy Officer for the Using Department(s) and shall execute the County's business associate agreement prior to performing any responsibilities which involve access to protected health information.

GC-22 ACCIDENT REPORTS

Contractor shall provide the Chief Procurement Officer and the Director of the Using Department with prompt written notification (no later than twenty-four (24) hours) of any occurrence, on County premises or otherwise, which pertains in any way to this Contract and which results in either bodily injury to employees or third parties or property damage. The report shall include the name of person(s) injured, if any; name of the injured person's employer, if any; the date, time and location of the occurrence; description of the extent of injury and/or damage; the name(s) of witnesses; the names of any providers known to have provided treatment for injuries sustained; and such other information as may be required by the County. The Contractor shall notify the local police regarding any occurrence requiring an official police record. The report submitted to the County should indicate whether the police were notified and, if so, the number of the police report.

GC-23 USE OF COUNTY PREMISES AND RESOURCES

Contractor shall confer with the Director of the Using Department to ascertain full knowledge of all rules and regulations of the County facilities relative to this Contract and shall cause all of its employees, agents and subcontractors to comply therewith. The Contractor shall confine the operations of its employees, agents and subcontractors on County premises to the performance of the Contract consistent with limits indicated by laws, ordinances, permits and/or direction of the Director of the Using Department and shall not encumber the premises with materials or debris. In performing the Contract, the Contractor shall not cause or permit a condition that endangers the safety of others and shall not load or permit any part of a structure to be loaded with a weight that will endanger the safety of the structure or any persons.

GC-24 TERMINATION FOR CONVENIENCE AND SUSPENSION OF CONTRACT

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor. Unless otherwise stated in the notice, the effective date of such termination shall be three business days after the date the notice of termination is mailed by the County. If the County elects to terminate the Contract in full, unless otherwise specified in the notice of termination, the Contractor shall immediately cease performance and shall promptly tender to the County all Deliverables, whether completed or in process, that are paid for by County in full. If the County elects to terminate the Contract in part, unless otherwise specified in the notice of partial termination, the Contractor shall immediately cease performance of those portions of the Contract which are terminated and shall promptly tender to the County all Deliverables relating to said portions of the Contract, whether completed or in process, that are paid for by County in full. Contractor shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the Chief Procurement Officer.

GC-25 GENERAL NOTICE

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

TO THE COUNTY:

COOK COUNTY CHIEF PROCUREMENT OFFICER
118 North Clark Street. Room 1018
Chicago, Illinois 60602
Include County Contract Number in all notices)

TO THE CONTRACTOR:

At address provided on the Execution Pages or as otherwise indicated in writing to County Chief Procurement Officer in a written document which, in bold face type, references the name of the Contractor, the County Contract Number and states "NOTIFICATION OF CHANGE IN ADDRESS."

GC-26 GUARANTEES AND WARRANTIES

The Contractor shall furnish all guarantees and warranties applicable to the Deliverables to the Director of the Using Department prior to or at the time of delivery. All Deliverables shall be covered by the most favorable commercial warranties and guarantees the Contractor gives to any customer for the same or substantially similar Deliverables or Services. The rights and remedies so provided shall be in addition to and shall not limit any rights afforded to County under this Contract.

To the extent Contractor provides Deliverables manufactured by another entity, Contractor shall transfer original product warranty and any rights to manufacturer's related services to the County and shall submit all appropriate documentation of said transfer to the Director of the Using Department prior to or at the time the Contractor tenders the Deliverables.

GC-27 STANDARD OF DELIVERABLES

Except as may be expressly stated in the Special Conditions or Specifications of this Contract, only new, originally manufactured Deliverables will be accepted by the County. The County will not accept any Deliverables that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Deliverables not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the commencement of the Contract will be considered experimental.

GC-28 DELIVERY

All Contract Goods shipped to the County shall be shipped F.O.B., DESTINATION, FREIGHT PREPAID. Arrangements shall be made in advance by the Contractor in order that the County may arrange for receipt of the materials.

Truck deliveries will be accepted before 3:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or County Holidays. The County is not responsible for delivery delays due to waiting times for loading and unloading at dock locations.

The quantity of Contract Goods delivered by truck will be ascertained from a weight certificate issued by a duly licensed Public Weight-Master. In the case of delivery by rail, weight will be ascertained from bill of lading from originating line, but the County reserves the right to re-weigh at the nearest available railroad scale.

The County reserves the right to add new delivery locations or delete previously listed delivery locations as required during the Contract period. The only restriction regarding the County's right to add new delivery locations shall be that any new or additional location shall be within the geographical boundaries of the County of Cook.

The Palantir Government Software is deemed delivered upon Contractor's initial e-mail communication providing County with access to Contractor's electronic support portal, through which County may download the Palantir Government Software.

GC-29 QUANTITIES

Any quantities of indicated in the Proposal Pages for the performance of the Contract are estimates for the purpose of determining an approximate total Contract amount and may not be the actual quantities required by the County during the term of the Contract. The County reserves the right to increase or decrease such quantities at the Contract price to correspond to the actual needs of the County. If the County increases the quantities required, any such increase shall be subject to an agreed written amendment in the Contract Amount. The County will be obligated to order and pay for only such quantities as are from time to time ordered, delivered, and accepted on purchase orders issued by the Chief Procurement Officer.

GC-30 CONTRACT INTERPRETATION

Whenever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. The headings of articles, paragraphs and sections in this Contract are included for convenience only and shall not be considered by either party in construing the meaning of this Contract. If any provision or clause of this Contract shall be held to be invalid, such provision or clause shall be deleted from the Contract and the Contract shall be construed to give effect to the remaining portions thereof.

This Contract shall be interpreted and construed based upon the following order of precedence of component parts. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency.

1. Addenda, if any.
2. Execution Forms
3. Specification.
4. Special Conditions.
5. General Conditions.
6. Instruction to Bidders.
7. Legal Advertisement.
8. Bid Proposal

GC-31 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Contractor's performance hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract but excluding any documentation or materials related to the Palantir Government Software, including, such as the Products and Documentation (the "County Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Contractor to reproduce or use any proprietary or confidential documents, data, studies, reports, work product or product obtained from the County of Cook or any County Documents created hereby, whether such reproduction or use is for Contractor's own purposes or for those of any third party. During the performance of the Contract Contractor shall be responsible of any loss or damage to the County Documents while they are in Contractor's possession, and any such loss or damage shall be restored at the expense of the Contractor. The County and its designees shall be afforded full access to the County Documents and the work at all times.

GC-32 GOVERNING LAW

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County in the City of Chicago, County of Cook, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

GC-33 AUDIT; EXAMINATION OF RECORDS

The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision thereunder or under the Contract.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

GC-34 WAIVER

No term or provision of this Contract shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall be strictly limited to the identified provision.

GC-35 ENTIRE CONTRACT

It is expressly agreed that the provisions set forth in this Contract constitute all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

GC-36 FORCE MAJEURE OR UNAVOIDABLE DELAYS

Neither Contractor nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

GC-37 INDEPENDENT CONTRACTOR STATUS; NO THIRD PARTY BENEFICIARIES

The Contractor and its employees, agents and subcontractors are, for all purposes arising out of the Contract, independent contractors and not employees of the County. It is expressly understood and agreed that neither the Contractor nor Contractor's employees, agents or subcontractors shall be entitled to any benefit to which County employees may be entitled including, but not limited to, overtime or unemployment compensation, insurance or retirement benefits, workers' compensation or occupational disease benefits or other compensation or leave arrangements.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venturer or any relationship between the parties hereto other than that of independent contractors. Nothing herein shall be construed to confer upon any third parties the status of third party beneficiary.

GC-38 GOVERNMENTAL JOINT PURCHASING AGREEMENT

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

GC-39 COOPERATIVE PURCHASING

As permitted by the County of Cook, other government entities may wish to also participate under the same terms and conditions contained in this contract (piggyback). Each entity wishing to piggyback must have prior authorization from the County of Cook and vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.

GC-40 COOPERATION WITH INSPECTOR GENERAL

Persons or businesses seeking County contracts are required to abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

Contractors, subcontractors, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance. Failure to cooperate as required may result in monetary and/or other penalties.

GC-41 FEDERAL CLAUSES**1. Interest of Members of or Delegates to the United States Congress**

In accordance with 41 U.S.C. § 22, the Contractor agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Contract or any benefit derived therefrom.

2. False or Fraudulent Statements and Claims

(a) The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3081 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Accordingly, by signing the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract, including without limitation any invoice for its services. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

(b) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

3. Federal Interest in Data and Copyrights

(a) **Hold Harmless.** Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.

(b) **Restrictions on Access to Patent Rights.** Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.

(c) **Application on Materials Incorporated into Project.** The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

GC-41 FEDERAL CLAUSES (CON'T.)**4. Records and Audits**

Contractor will deliver or cause to be delivered all County Documents (including but not limited to all Deliverables and supporting data, records, graphs, charts and notes) prepared by or for the County under the terms of this Agreement to the County promptly in accordance with the time limits prescribed in this Contract, and if no time limit is specified, then upon reasonable demand therefor or upon termination or completion of the Services hereunder. In the event of the failure by the Contractor to make such delivery, then and in that event, the Contractor will pay to County reasonable damages the County may sustain by reason thereof.

The County and the Federal Government will have the right to audit all payments made to the Contractor under this Agreement. Any payments to the Contractor which exceed the amount to which the Contractor is entitled under the terms of this Agreement will be subject to set-off.

The Contractor will keep and retain records relating to this Agreement and will make such records available to representatives of the County and the Federal Government, including without limitation the sponsoring federal agency, other participating agencies, and the Comptroller General of the United States, at reasonable times during the performance of this Agreement and for at least five years after termination of this Agreement for purposes of audit, inspection, copying, transcribing and abstracting.

No provision in this Agreement granting the County or the Federal Government a right of access to records is intended to impair, limit or affect any right of access to such records which the County or the Federal Government would have had in the absence of such provisions.

5. Environmental Requirements

The Contractor recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal Laws that may affect the Contract include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. The Contractor also recognizes that U.S. EPA, U.S. DOT and other agencies of the Federal Government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the Contractor agrees to adhere to, and impose on its subcontractors, any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern. The Contractor acknowledges that this list does not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements. The Contractor will include these provisions in all subcontracts.

- (a) Environmental Protection. The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

GC-41 FEDERAL CLAUSES (CON'T.)

- (b) **Air Quality.** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (c) **Clean Water.** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (d) **List of Violating Facilities.** The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.
- (e) **Preference for Recycled Products.** To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Contractor agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

6. No Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance to support subcontracts procured using exclusionary or discriminatory specifications.

7. Cargo Preference - Use of United States Flag Vessels

The Contractor agrees to comply with U.S. Maritime Administration regulations, "Cargo-Preference -- U.S. Flag Vessels," 49 C.F.R. Part 381, and to include the clauses required by those regulations, modified as necessary to identify the affected parties, in each subcontract or subagreement involving equipment, materials, or commodities suitable for transport by ocean vessel.

8. Fly America

Section 14.c of the Master Agreement states that if the contract or subcontracts may involve the international transportation of goods, equipment, or personnel by air, the contract must require Contractors and subcontractors at every tier to use U.S.-flag air carriers, to the extent service by these carriers is available. 49 U.S.C. 40118 and 4 C.F.R. Part 52.

GC-41 FEDERAL CLAUSES (CON'T.)9. No Federal Government Obligations to Third Parties

The Contractor agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any contractor or any other person not a party to the Grant Agreement or Cooperative Agreement between the County and the Federal Government which is a source of funds for this Contract. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, agreement, or contract, the Federal Government continues to have no obligations or liabilities to any party, including the Contractor.

10. Allowable Costs

Notwithstanding any compensation provision to the contrary, the Contractor's compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance with OMB Circular A-87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Contractor has received payment in excess of such amounts, the County may offset such excess payments against any future payments due to the Contractor and, if no future payments are due or if future payments are less than such excess, the Contractor will promptly refund the amount of the excess payments to the County.

11. Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

- (a) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- (b) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- (c) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no Notice-to-Proceed will be issued to an entity who is unable to certify to the above. If Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the USDOT may direct, through the County, cancellation of the Contract at no cost to the Government.

Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. Contractor may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Contractor will provide immediate written notice to the County if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

GC-41 FEDERAL CLAUSES (CON'T.)

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 100.

12. Contract Work Hours and Safety Standards Act

If applicable according to their terms, the Contractor agrees to comply and assures compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 333, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926. In addition to other requirements that may apply:

- (a) In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Contractor agrees and assures that, for the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Contractor agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.
- (b) In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the contractor agrees and assures that no laborer or mechanic working on a construction contract will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety, as determined in accordance with U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926.

13. Veteran's Preference

In the employment of labor (except in executive, administrative, and supervisory positions), preference will be given to Vietnam-era veterans and disabled veterans. However, this preference may be given only where individuals are available and qualified to perform the work to which employment relates.

GC-41 FEDERAL CLAUSES (CON'T.)14. Accessibility Compliance

If this Agreement involves design for construction, the Consultant warrants that all design documents produced or utilized under this Agreement and all construction or alterations undertaken under this Agreement will comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and all regulations promulgated thereunder, see Illinois Administrative Code, Title 71, Chapter 1, Section 400.110. If the above standards are inconsistent, the Consultant must comply with the standard providing the greatest accessibility. Also, the Consultant must, prior to construction, review the plans and specifications to insure compliance with the above referenced standards. If the Consultant fails to comply with the foregoing standards, the Consultant must perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

15. Visual Rights Act Waiver

The Consultant/Contractor waives any and all rights that may be granted or conferred under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. § 101 et seq.) (the "Copyright Act") in any work of visual art that may be provided pursuant to this Agreement. Also, the Consultant/Contractor represents and warrants that the Consultant/Contractor has obtained a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, if any.

16. Equal Employment Opportunity

All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

17. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)

All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

GC-41 **FEDERAL CLAUSES (CON'T.)**18. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)

When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

19. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)

Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

20. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended

Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

GC-41 FEDERAL CLAUSES (CON'T.)21. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this Contract.

22. Debarment and Suspension (E.O.s 12549 and 12689)

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

END OF SECTION

CONTRACT NO: 13-30-076

EXHIBIT 4

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/19/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Woodruff-Sawyer & Co. 50 California Street, Floor 12 San Francisco CA 94111		CONTACT NAME: Kelly McMaster PHONE (A/C, No, Ext): 415-391-2141 E-MAIL ADDRESS: FAX (A/C, No): 415-989-9923	
INSURED Palantir Technologies, Inc. 100 Hamilton Ave., Suite 300 Palo Alto CA 94301		CERTIFICATE NUMBER: PALATEC-01	
		REVISION NUMBER:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Lloyds of London - Beazley	
		INSURER B: Travelers Casualty Insurance Compan 19046	
		INSURER C: Federal Insurance Company 20281	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 630434432 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y		35955670	6/26/2012	5/26/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			73568511	6/26/2012	6/26/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$None			79882360	6/26/2012	6/26/2013	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	HJUB5C95662412	12/10/2012	12/10/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Errors & Omissions			W11B52120201	6/26/2012	6/26/2013	Limit 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Cook County Government and its officers, agents, employees and servants are included as additional insureds per form 80 02 2000 04 01 5. Insurance is primary.

CERTIFICATE HOLDER CANCELLATION

Cook County Government 118 N. Clark Street, Room 1018 Chicago IL 60602	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CONTRACT NO: 13-30-076

EXHIBIT 5

Cook County Board Authorization

POST BOARD AGENDA

APPROVED AS AMENDED
BY THE BOARD OF COOK COUNTY COMMISSIONERS
FEB 27 2013

OFFICE OF THE SHERIFF
SHERIFF'S DEPARTMENT OF FISCAL ADMINISTRATION AND
SUPPORT SERVICES

PROPOSED CONTRACT

Transmitting a Communication, dated January 2, 2013 from

THOMAS J. DART, Sheriff of Cook County
by
ALEXIS A. HERRERA, Chief Financial Officer
and
SHANNON E. ANDREWS, Chief Procurement Officer

requesting authorization for the Chief Procurement Officer to enter into and execute a contract with Palantir Technologies, Inc., Palo Alto, California, for hardware, software, licensing, support and training of Palantir Government Software.

Reason: The County seeks to leverage the procurement efforts of the County of San Mateo, California, through use of a comparable government procurement reference agreement to provide hardware, software, licensing, support and training of Palantir Government Software.

Palantir Technologies Government Software is an off-the-shelf analytic platform that provides a single point of access to view and analyze unlimited amounts of data from various data sources. This one of a kind software performs several critical functionalities, including; data integration, search and discovery, advanced analytics, geospatial analytics, knowledge management and collaboration, security and access control. This system will be used by the Sheriff's Office Intelligence Center to enhance investigatory abilities, streamline criminal analysis, and generate intelligence products. Palantir creates an incredibly efficient method for turning large amounts of raw data into useful intelligence products, quickly and with a significant reduction in Criminal Analyst and IT Engineer manpower needs. Once this software is deployed it will be an extraordinary resource made available to any and all law enforcement agencies within Cook County, through the Sheriff's Office Intelligence Center. Current users of Palantir have reported that the intelligence products generated through the Palantir software have reduced the time it takes to perform complex police investigations by up to 95%. This product is currently in use by the Federal Bureau of Investigation (FBI), New York City Police Department, Sacramento County Sheriff's Office, Northern California Regional Intelligence Center, Los Angeles Sheriff's Department and the Los Angeles Police Department.

Estimated Fiscal Impact: None. Grant funded amount: ~~\$690,125.00~~ 682,012.91. Contract period: February 27, 2013 through ~~December 31, 2013~~ February 27, 2013. (794-260 Account).

No lobbying contact was made for this item.

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1
2	Letter of Intent	EDS 2
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 3
4	Certifications	EDS 4, 5
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 6 – 12
6	Sole Proprietor Signature Page	EDS 13a/b/c
7	Partnership Signature Page	EDS 14/a/b/c
8	Limited Liability Corporation Signature Page	EDS 15a/b/c
9	Corporation Signature Page	EDS 16a/b/c
10	Cook County Signature Page	EDS 17

INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications ("Proposer"), and others as required by the Chief Procurement Officer. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

Definitions. Capitalized terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, or other documents, as applicable.

"Affiliated Entity" means a person or entity that, directly or indirectly: controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.

"Bidder," "Proposer," "Undersigned," or "Applicant," is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.

"Proposal," for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS.

"Code" means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (<http://www.cookctyclerk.com/sub/ordinances.asp>). This page can also be accessed by going to www.cookctyclerk.com, clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

"Contractor" or "Contracting Party" means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.

"EDS" means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

"Lobby" or "lobbying" means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

"Lobbyist" means any person or entity who lobbies.

"Prohibited Acts" means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Sections 1 through 3: MBE/WBE Documentation. Sections 1 and 2 must be completed in order to satisfy the requirements of the County's MBE/WBE Ordinance, as set forth in the Contract Documents, if applicable. If the Undersigned believes a waiver is appropriate and necessary, Section 3, the Petition for Waiver of MBE/WBE Participation must be completed.

Section 4: Certifications. Section 4 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 5: Economic and Other Disclosures Statement. Section 5 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Sections 6, 7, 8, 9: Execution Forms. The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; Section 8 is the form for a Limited Liability Corporation, and Section 9 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required.

Required Updates. The information provided in this EDS will be kept current. In the event of any change in any information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Undersigned will supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is requested.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at www.cookcountygov.com and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
SUPPLEMENTAL INFORMATION FOR
PALANTIR TECHNOLOGIES INC.**

I. EDS-1 and EDS-2: Contractor is seeking a full MBE/WBE waiver.

II. EDS-3 (FULL MBE/WBE WAIVER):

A. Direct Participation Waiver

Contractor is a software product company and the nature of our business is such that we develop commercial off-the-shelf software products, and any services provided by Contractor are ancillary to the product. The installation, configuration and support of the Palantir Government Software requires extensive and specialized training and experience. At this time, there are no authorized Palantir professional services businesses registered in the Cook County and City of Chicago MBE/WBE vendor directories. Nonetheless, Contractor is committed to supporting economic opportunities for women and minorities. Evidence of such commitment is the fact that Contractor funds a scholarship for Women in Technology (<http://www.palantir.com/college/scholarship/>) and hires women and minorities in its direct workforce.

B. Indirect Participation Waiver

1. Subcontracting on Other Contracts

From time to time on certain other contracts of Contractor, Contractor subcontracts with the following veteran-owned, service disabled veteran-owned, and SBA-Certified HUBZone companies, Praescient Analytics, NEK Advanced Securities Group, and Shine Systems & Technologies, respectively, who have extensive training on, and experience with, the Palantir Government Software. At this time Contractor cannot provide statistics on what percentage of our overall contracts are awarded to these Palantir-authorized subcontractors, but as a general matter, we utilize them where subcontracting opportunities exist for special services that supplement or complement our products.

- Praescient Analytics – Veteran-Owned Small Business: <http://www.praescientanalytics.com/about.php>
- NEK Advanced Securities Group – Service Disabled Veteran-Owned Business: https://www.nekasg.com/home/Advanced_Securities_Group.asp
- Shine Systems & Technologies – SBA-Certified HUBZone Company: <http://www.shinesandt.com/index.php?id=11>

2. Utilization of Local Businesses

Contractor is a privately-held software product company with its headquarters in Palo Alto, California. At this time Contractor does not have an office in Cook County, such that Contractor would require the use of indirect goods and services, such as office supplies, provided by local Cook County and City of Chicago MBE/WBE registered vendors.

As part of Contractor's good faith efforts to obtain MBE/WBE participation, Contractor spoke with individuals at the Office of Contract Compliance staff, including Lisa Alexander, to explain Contractor's business and why a full waiver

is required. If the opportunity for the direct or indirect use of Palantir-authorized minority and/or women-owned businesses arises in the future, Contractor shall use its best efforts to engage with such businesses.

III. EDS-9 (OWNERSHIP INTEREST DECLARATION): Contractor is a private company as such the ownership, address information and identity of its shareholders is confidential information.

IV. EDS-16 (SIGNATURE BY CORPORATION): Contractor has affixed the signature of Matt Long, Legal Counsel. Please see the attached Limited Power of Attorney which grants Mr. Long signature authority. Contractor is not registered in the State of Illinois and has therefore provided a copy of the Certificate of Good Standing from the State of Delaware, the state in which Contractor is incorporated.

MBE/WBE UTILIZATION PLAN (SECTION 1)

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

I. **BIDDER/PROPOSER MBE/WBE STATUS:** (check the appropriate line)

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance)
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

II. **Direct Participation of MBE/WBE Firms** **Indirect Participation of MBE/WBE Firms**

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

***Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.**

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: _____ Certifying Agency: _____
Address: _____ Certification Expiration Date: _____
City/State: _____ Zip _____ FEIN #: _____
Phone: _____ Fax: _____ Contact Person: _____
Email: _____ Contract #: _____

Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

No Yes – Please attach explanation. Proposed Subcontractor: _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

Indicate the **Dollar Amount**, or **Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services:

(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (M/WBE)

Signature (Prime Bidder/Proposer)

Print Name

Print Name

Firm Name

Firm Name

Date

Date

Subscribed and sworn before me

Subscribed and sworn before me

this ____ day of _____, 20____.

this ____ day of _____, 20____.

Notary Public _____

Notary Public _____

SEAL

SEAL

PETITION FOR WAIVER OF MBE/WBE PARTICIPATION (SECTION 3)

A. BIDDER/PROPOSER HEREBY REQUESTS:

FULL MBE WAIVER FULL WBE WAIVER

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

_____ % of Reduction for MBE Participation

_____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.

- (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. **(Please explain)**
- (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. **(Please explain)**
- (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. **(Please explain)**
- (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. **(Please explain)**

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

- (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. **(Please attach)**
- (2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. **(Please attach)**
- (3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services. **(Please attach)**
- (4) Used the services and assistance of the Office of Contract Compliance staff. **(Please explain)**
- (5) Engaged MBEs & WBEs for indirect participation. **(Please explain)**

D. OTHER RELEVANT INFORMATION

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

CERTIFICATIONS (SECTION 4)

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE UNDERSIGNED IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20 % or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Undersigned has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Undersigned would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE UNDERSIGNED HEREBY CERTIFIES THAT: *In accordance with 720 ILCS 5/33 E-11, neither the Undersigned nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.*

C. DRUG FREE WORKPLACE ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned will provide a drug free workplace, as required by Public Act 86-1459 (30 ILCS 580/2-11).

D. DELINQUENCY IN PAYMENT OF TAXES

THE UNDERSIGNED HEREBY CERTIFIES THAT: *The Undersigned is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-129.*

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq*).

F. ILLINOIS HUMAN RIGHTS ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: *It is in compliance with the the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132

If the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, the primary contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

H. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-127;

The Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is determined from time to time by, and is available from, the Chief Financial Officer of the County.

For purposes of this EDS Section 4, H, "Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "Contract" as used in this EDS, Section 4, I, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Undersigned must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Undersigned in Cook County:

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) The Undersigned owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

NONE.

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Undersigned certified to all Certifications and other statements contained in this EDS.

COOK COUNTY AFFIDAVIT OF CHILD SUPPORT OBLIGATIONS

Effective July 1, 1998, every applicant for a County Privilege shall be in full compliance with any Child Support Order before such applicant is entitled to receive a County Privilege. When Delinquent Child Support Exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

"Applicant" means any person or business entity, including all Substantial Owners, seeking issuance of a County Privilege or renewal of an existing County Privilege from the County. This term shall not include any political subdivision of the federal or state government, including units of local government, and not-for-profit organizations.

"County Privilege" means any business license, including but not limited to liquor dealers' licenses, packaged goods licenses, tavern licenses, restaurant licenses, and gun licenses; real property license or lease; permit, including but not limited to building permits, zoning permits or approvals; environmental certificate; County HOME Loan, and contracts exceeding the value of \$10,000.00.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Applicants/Substantial Owners are required to complete this affidavit and comply with the Child Support Enforcement Ordinance before any privilege is granted. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

Privilege Information:

County Privilege: Government Software Analytic Platform
County Department: Office of the Sheriff

Applicant Information: PALANTIR TECHNOLOGIES INC. (not a person, so below N/A

Last name: _____ First Name: _____ MI: _____
SS# (Last Four Digits): _____ Date of Birth: _____
Street Address: _____
City: _____ State: _____ Zip: _____
Home Phone: (____) _____ - _____ Drivers License No: _____

Child Support Obligation Information:

The Undersigned applicant, being duly sworn on oath or affirmation hereby states that to the best of my knowledge (place an "X" next to "A", "B", "C", or "D").

- _____ A. The Applicant has no judicially or administratively ordered child support obligations.
_____ B. The Applicant has an outstanding judicially or administratively ordered obligation, but is paying in accordance with the terms of the order.
_____ C. The Applicant is delinquent in paying judicially or administratively ordered child support obligations
X D. The Applicant is not a substantial owner as defined above.

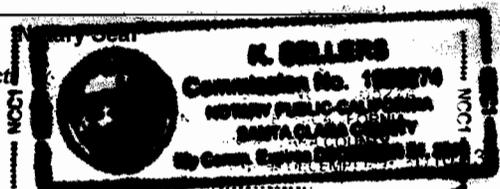
The Undersigned applicant understands that failure to disclose any judicially or administratively ordered child support debt owed will be grounds for revoking the privilege.

Signature: Math [Signature] Date: 2/19/13

Subscribed and sworn to before me this 19 day of FEBRUARY, 20 13

X [Signature]
Notary Public Signature

Note: The above information is subject to verification prior to the award of the contract.



COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the Applicant or Stock/Beneficial Interest Holder

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name PALANTIR TECHNOLOGIES INC. D/B/A: _____ EIN NO.: 68-0551851

Street Address: 100 HAMILTON AVE., SUITE 300

City: PALO ALTO State: CA Zip Code: 94301

Phone No.: 650-815-0200

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
------	---------	---

See Supplemental Information Attached hereto

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
-----------------------	-------------------	---------------------

See Supplemental Information Attached hereto

3. Is the Applicant constructively controlled by another person or Legal Entity? [] Yes [] No
If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
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See Supplemental Information Attached hereto

Declaration (check the applicable box):

- [] I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- [] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

MATT LONG
Name of Authorized Applicant/Holder Representative (please print or type)

Matt Long
Signature

Mlong@palantir.com
E-mail address

LEGAL COUNSEL
Title

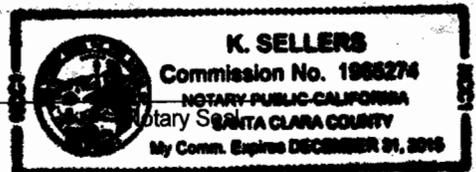
2/19/13
Date

805-415-4605
Phone Number

Subscribed to and sworn before me
this 19 day of Feb, 2013

x K. Sellers
Notary Public Signature

My commission expires:





COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040

CHICAGO, ILLINOIS 60602

312/603-4304

312/603-9988 FAX 312/603-1011 TT/TDD

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

Section 2-582 of the Cook County Ethics Ordinance requires any person or persons doing business with Cook County, upon execution of a contract with Cook County, to disclose to the Cook County Board of Ethics the existence of familial relationships they may have with all persons holding elective office in the State of Illinois, the County of Cook, or in any municipality within the County of Cook.

The disclosure required by this section shall be filed by January 1 of each calendar year or within thirty (30) days of the execution of any contract or lease. Any person filing a late disclosure statement after January 31 shall be assessed a late filing fee of \$100.00 per day that the disclosure is late. Any person found guilty of violating any provision of this section or knowingly filing a false, misleading, or incomplete disclosure to the Cook County Board of Ethics shall be prohibited, for a period of three (3) years, from engaging, directly or indirectly, in any business with Cook County. *Note:* Please see Chapter 2 Administration, Article VII Ethics, Section 2-582 of the Cook County Code to view the full provisions of this section.

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304.

Note: A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at:

http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf

DEFINITIONS:

"Calendar year" means January 1 to December 31 of each year.

"Doing business" for this Ordinance provision means any one or any combination of leases, contracts, or purchases to or with Cook County or any Cook County agency in excess of \$25,000 in any calendar year.

"Familial relationship" means a person who is related to an official or employee as spouse or any of the following, whether by blood, marriage or adoption:

- | | | |
|-----------|-------------------|----------------|
| ▪ Parent | ▪ Grandparent | ▪ Stepfather |
| ▪ Child | ▪ Grandchild | ▪ Stepmother |
| ▪ Brother | ▪ Father-in-law | ▪ Stepson |
| ▪ Sister | ▪ Mother-in-law | ▪ Stepdaughter |
| ▪ Aunt | ▪ Son-in-law | ▪ Stepbrother |
| ▪ Uncle | ▪ Daughter-in-law | ▪ Stepsister |
| ▪ Niece | ▪ Brother-in-law | ▪ Half-brother |
| ▪ Nephew | ▪ Sister-in-law | ▪ Half-sister |

"Person" means any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, and whether or not operated for profit.

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

Pursuant to Section 2-582 of the Cook County Ethics Ordinance, any person* doing business* with Cook County must disclose, to the Cook County Board of Ethics, the existence of familial relationships* to any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County. Please print your responses.

Name of Owner/Employee: MATT LONG Title: LEGAL COUNSEL

Business Entity Name: PALANTIR TECHNOLOGIES INC. Phone: 650-815-0200

Business Entity Address: 100 HAMILTON AVE., SUITE 300, PALO ALTO, CA 94301

_____ The following familial relationship exists between the owner or any employee of the business entity contracted to do business with Cook County *and* any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

Owner/Employee Name:	Related to:	Relationship:
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

If more space is needed, attach an additional sheet following the above format.

There is *no* familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

To the best of my knowledge and belief, the information provided above is true and complete.

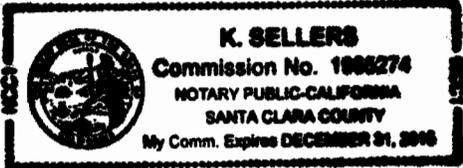
Matt Long
Owner/Employee's Signature

2/19/13
Date

Subscribe and sworn before me this 19 Day of FEBRUARY, 20 13

a Notary Public in and for SANTA CLARA County

K. Sellers
(Signature)



NOTARY PUBLIC
SEAL

My Commission expires _____

Completed forms must be filed within 30 days of the execution of any contract or lease with Cook County and should be mailed to:

Cook County Board of Ethics
69 West Washington Street,
Suite 3040
Chicago, Illinois 60602

SIGNATURE BY A CORPORATION
(SECTION 9)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: PALANTIR TECHNOLOGIES INC.

BUSINESS ADDRESS: 100 HAMILTON AVE, SUITE 300
PALO ALTO, CA 94301

BUSINESS TELEPHONE: (650) 815-0200 FAX NUMBER: (650) 618-2298

CONTACT PERSON: MATT LONG

FEIN: 68-0551851 *IL CORPORATE FILE NUMBER: N/A

LIST THE FOLLOWING CORPORATE OFFICERS:

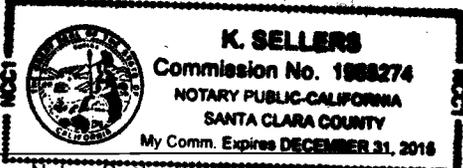
PRESIDENT: ALEXANDER KARP VICE PRESIDENT: NONE

SECRETARY: NATHAN GETTINGS TREASURER/CFO: COLIN ANDERSON

**SIGNATURE OF PRESIDENT: ^{AUTHORIZED PERSON} *Math Long*

ATTEST: *Nathan Gettings* (CORPORATE SECRETARY)

Subscribed and sworn to before me this
19 day of FEBRUARY 2013
X *K. Sellers*
Notary Public Signature

My commission expires: _____

Notary Seal

- * If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

- ** In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

LIMITED POWER OF ATTORNEY

THIS LIMITED POWER OF ATTORNEY is made as of this 7th day of December 2012 by **PALANTIR TECHNOLOGIES INC.**, a Delaware corporation (the "Company").

WHEREAS, Article IV, Section 3 of the Company's Bylaws provides that the Board of Directors of the Company (hereinafter referred to as the "Board") may appoint agents, as it deems necessary, who may exercise such powers and perform such duties on behalf of the Company as shall be determined from time to time by the Board;

WHEREAS, on June 15, 2011, the Board appointed Matt Long as an agent of the Company and granted Mr. Long with authority to execute certain agreements in the name of and on behalf of the Company; and

WHEREAS, the undersigned, Alexander Karp, as Chief Executive Officer of the Company and a member of the Board, believes that it is in the best interests of the Company to further memorialize and certify, with this Limited Power of Attorney, the aforementioned grant of signature authority to Mr. Long.

NOW THESE PRESENTS WITNESS, on behalf of the Company, the undersigned:

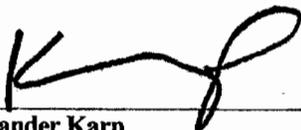
HEREBY CERTIFIES AND CONFIRMS the appointment of Mr. Matthew Long as the Company's true and lawful attorney-in-fact, with full powers of authority to execute, on behalf of the Company, any and all corporate and legal documents and related obligations and agreements in connection with the normal course of business of the Company, or which may be accessory or preparatory thereto, such documents and agreements including, without limitation, commercial agreements and license agreements with the Company's customers and clients, corporate legal agreements, legal settlement agreements, employment agreements, consulting agreements, advisor agreements, employee offers letters, as well as any and all documents and agreements related to litigation and settlement matters, and to commence and conduct actions before courts, other authorities and before arbitrators, to accept service of notices and other communications, to receive and give receipt for payment, documents and other property, to conduct negotiations, enter into agreements on behalf of the Company, and to vote and to represent the interests of the Company in all other respects, such appointment as the Company's attorney-in-fact being effective, retroactively, with any and all actions taken by Mr. Long on behalf of the Company prior to the date hereof, hereby ratified, authorized and approved as acts by and on behalf of the Company, and does further declare that all and every deed, instrument, act and thing which shall be by Mr. Long given, made, executed or done for the aforesaid purposes shall be good, valid and effectual to all intents and purposes as if the same had been signed, sealed, delivered made or given by the Company's officers and directors, and the undersigned hereby undertakes, on behalf of the Company and the Board, to at all times ratify whatever Mr. Long shall lawfully do or cause to be done by virtue of this Limited Power of Attorney.

The authority granted under this Limited Power of Attorney may not be delegated or assigned without approval by the Board.

This Power of Attorney shall be governed by and construed in accordance with the laws of the State of California and shall continue in full force until revoked by the Board, or automatically upon Mr. Long ceasing to be employed by the Company, whichever shall occur first.

IN WITNESS WHEREOF, this Power of Attorney has been executed, by the undersigned, and stamped with the seal of the Company, as of the day, month and year first above written.

PALANTIR TECHNOLOGIES INC.



Alexander Karp
Chief Executive Officer and Director



COOK COUNTY SIGNATURE PAGE
(SECTION 10)

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 05 DAY OF March, 2013

IN THE CASE OF A BID PROPOSAL, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

13-30-076

OR

ITEM(S), SECTION(S), PART(S): _____

TOTAL AMOUNT OF CONTRACT: \$ 682,012.91
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

Not Required

ASSISTANT STATE'S ATTORNEY
(Required on contracts over \$1,000,000.00)

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

FEB 27 2013

COM _____

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "PALANTIR TECHNOLOGIES INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE NINETEENTH DAY OF FEBRUARY, A.D. 2013.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

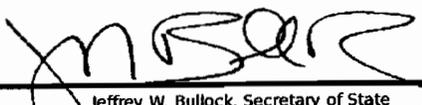
AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.

3649383 8300

130192380

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 0224391

DATE: 02-19-13