

TECHNOLOGY AGREEMENT

This Technology Agreement ("**Agreement**") is entered into as of the effective date specified below ("**Effective Date**"), by and between Palantir Technologies UK, Ltd. ("**Palantir**") and the Greek State as represented herein ("**Customer**" and, with Palantir, the "**Parties**").

- 1. Definitions.** For purposes of this Agreement, the terms below have the following meanings whenever capitalized:

"**Content**" means any data or other content that is provided by Customer for transmission, storage, integration, import, display, distribution or use in or through use of the Software, included any aggregated or transformed versions thereof and any analytical outputs.

"**Period**" means the six (6) month period of time Customer is permitted to use the Software commencing from the Effective Date plus a renewal period of up to three (3) months upon mutual agreement of the Parties in writing. Any termination of this Agreement shall also terminate the Period.

"**Intellectual Property Rights**" means patent, copyright, trademark, trade secret, know-how, trade names, moral rights, rights of privacy, and any other intellectual or industrial property rights, including any applications, continuations, or other registrations with respect to any of the foregoing.

"**Services**" means the consulting, integration, enablement, implementation, support, or other professional services provided by Palantir to Customer during the Period.

"**Software**" means the Palantir proprietary software in a managed cloud-hosted environment or provided by Palantir for installation locally, any third-party software, application programming interfaces (APIs), and models or algorithms provided or made available to Customer as a service in connection with this Agreement, and any improvements, modifications, derivative works, patches, upgrades, and updates to any of the foregoing that Palantir may provide to Customer hereunder.
- 2. Fees.** Palantir waives its fees solely for the Period.
- 3. Provision of Software.** Subject to Customer's continued and full compliance with all terms and conditions of this Agreement, Palantir will provide Customer with (a) a non-transferable, non-sublicensable, non-exclusive, limited right to access and use the Software solely in support of its response to the COVID-19 pandemic during the Period and (b) mutually agreed upon Services in furtherance of Customer's use of the Software. Customer shall allow Palantir to access any locally installed Software remotely to provide the Services. Palantir may utilize and/or make available third-party services in the provision of the Software and processing of Content. Palantir may collect metrics, analytics, statistics or other data related to Customer's use of the Software (1) in order to provide and secure the Software and Services to and for the benefit of the Customer; and (2) for statistical use as well as to analyze, maintain and improve the Software and Services (provided that it makes such data not personally identifiable). If the Customer's use will involve the processing of Personal Data (as defined in the General Data Protection Regulation (EU 2016/679, the "GDPR"), each party will comply with the applicable requirements of the GDPR and any applicable data processing agreement between the Parties.
- 4. Accounts.** Palantir may establish Software accounts ("**Accounts**") for Customer's employees or independent contractors with a need to access the Software on behalf of Customer ("**Authorized Users**"). Customer shall be solely responsible for administering and protecting the Accounts and shall use industry standard security measures (including, without limitation, multi-factor authentication (MFA) to access the Software). Customer shall immediately notify Palantir in the event that Customer or an Authorized User becomes aware of any violation of the terms of this Agreement. Customer is solely responsible for any use of the Software that occurs on Customer's Accounts and shall be liable for any breach of this Agreement by an Authorized User. Customer acknowledges that all Content that it transmits, stores, provides, integrates, imports, displays, distributes, uses, or otherwise makes available through use of the Software 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.
- 5. Restrictions.** Customer shall not: (a) copy, list, distribute, reproduce, disclose, modify, attempt to discover, reverse engineer, decompile or disassemble any Software or code contained therein, (b) attempt to gain unauthorized access to the Software or circumvent any authentication or security measures of the Software, or (c) use, evaluate or view the Software for the purposes of (i) performing benchmark tests.
- 6. Ownership.** No ownership rights are being conveyed to Customer or Palantir under this Agreement. The Software (including all Intellectual Property Rights embodied therein) is the proprietary and confidential property of Palantir. The Content (including all Intellectual Property Rights embodied therein) is the proprietary and confidential property of Customer.
- Palantir may use, disclose, store, or reproduce Content solely as necessary to provide the Software and Services to Customer under this Agreement.
- 7. Termination.** If either party materially breaches a provision of this Agreement and fails to remedy the breach within fifteen (15) days of receipt of written notice from the non-breaching party, the non-breaching party may terminate this Agreement. Additionally, either party may terminate this Agreement for convenience with twenty (20) days written notice. Following termination or expiration of the Period, (a) Palantir will be under no obligation to provide any additional Services to Customer, and (b) Customer shall immediately cease use of the Software (and, if requested by Palantir, uninstall and delete all Software from its hardware and servers and certify such uninstallation and deletion to Palantir in writing), unless, and only to the extent, Customer has purchased or licensed the Software under a separate written agreement. Upon any termination or expiration of this Agreement and Customer's written request, Palantir shall delete, return to Customer or otherwise make all Content inaccessible within thirty (30) days. Sections 4, 5, and 7-12 and any remedies for breach shall survive any termination or expiration of this Agreement.
- 8. Warranties.** Customer represents, warrants, and covenants to Palantir that (a) it will not use the Software for any unauthorized, improper or illegal purposes; (b) it will not transmit, store, integrate, import, display, distribute, use or otherwise make available any Content that is, or is obtained in a manner that is, unauthorized, improper or illegal; and (c) it has provided all necessary notifications and obtained all necessary consents, authorizations, approvals and/or agreements as required under any applicable laws or policies in order to enable Palantir to receive and process Content, including personal data, according to the scope, purpose, and instructions specified by the Customer. THE SOFTWARE IS PROVIDED "AS-IS" WITHOUT ANY OTHER WARRANTIES OF ANY KIND AND PALANTIR AND ITS SUPPLIERS AND SERVICE PROVIDERS HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, RELATING TO THE SOFTWARE 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. PALANTIR IS NOT RESPONSIBLE OR LIABLE FOR ANY THIRD-PARTY SERVICE (INCLUDING, WITHOUT LIMITATION, UPTIME GUARANTEES, OUTAGES, OR FAILURES).
- 9. Indemnification.** Palantir will defend Customer against any third-party action alleging that the Software infringes an Intellectual Property Right of a third party based upon Customer's use of the Software in accordance with the terms of this Agreement, and will indemnify and hold harmless Customer from and against costs, attorneys' fees, and damages arising out of such claim. The foregoing indemnification obligation of Palantir shall not apply if the Software is modified by Customer or any third party. 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 RIGHTS INFRINGEMENT. Customer will defend Palantir against any third-party claim arising from or relating to (a) Customer's violation of applicable law, (b) any instruction from Customer regarding processing of Content, or (c) Content (i) that is obtained or used in a manner that is unauthorized, improper, or illegal, or (ii) that violates a third party's Intellectual Property Rights, and will indemnify and hold harmless Palantir from and against related costs, attorneys' fees, and damages arising out of such claim. The obligations of the indemnifying Party under this Section shall be conditioned upon the indemnified Party providing the indemnifying Party with (1) prompt notice of such claim; (2) the exclusive right to control and direct the investigation, defense, and settlement (if applicable) of such claim without prejudice to the applicable law regarding such investigation, defence and settlement rights; and (3) all reasonable necessary cooperation of the indemnified Party.
- 10. Confidentiality.** The Parties shall keep strictly confidential all Confidential Information (as defined below) and shall not use or process such Confidential Information except to exercise their rights and perform their respective obligations herein. The Receiving Party (as defined below) shall not disclose or permit the unauthorized transfer of the Disclosing Party's (as defined below) Confidential Information to any third party other than (a) disclosure on a need-to-know basis to the Receiving Party's own employees, agents, advisors, attorneys, and/or accountants (collectively, "**Representatives**") or (b) processing by third-party services to the extent required in the provision of the Software and processing of Content as permitted under this Agreement, who are each subject to obligations of confidentiality at least as restrictive as those stated herein.

Without limiting the foregoing, the Receiving Party shall use at least the same degree of care as it uses to prevent the disclosure or unauthorized transfer of its own confidential information of like importance, but in no event less than reasonable care. The Receiving Party shall promptly notify the Disclosing Party of any actual or suspected misuse or unauthorized disclosure of the Disclosing Party's Confidential Information. "Confidential Information" means (1) Software, (2) Content, and (3) any other business, technical, or engineering information or data (including third-party information) disclosed or made available to a Party (the "Receiving Party") by or on behalf of the other Party (the "Disclosing Party") which by the nature of the information disclosed or the manner 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 (i) is or becomes part of the public domain through no act or omission of the Receiving Party or any of its Representatives, (ii) is known to the Receiving Party at time of disclosure by the Disclosing Party without an obligation to keep it confidential, (iii) was rightfully disclosed to the Receiving Party 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 (iv) was independently developed by the Receiving Party without the use of or any reference or access to Confidential Information, by persons who did not have access to any Confidential Information. The Receiving Party is responsible and shall be liable for any breaches of this Section and any disclosure or misuse of any Confidential Information by its Representatives (or any other person or entity to which the Receiving Party is permitted to disclose Confidential Information pursuant to this Section). These obligations with respect to Confidential Information shall survive termination of this Agreement for a period of five (5) years; provided, that each Party'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. If Palantir receives a third-party subpoena or request or order of judicial, governmental or regulatory entities regarding the Content, Palantir may provide Customer notice, except where providing notice is prohibited by the legal process itself, by court order, or by applicable law or where Palantir has reason to believe providing notice could create a risk of injury or death to any person, and disclose such Content as may be reasonably necessary to respond to the request. If Palantir is obligated to respond to a third-party subpoena or other request or order of judicial, governmental or regulatory entities, Customer will also reimburse Palantir for reasonable attorneys' fees, as well as for the time and materials spent by Palantir responding to the third-party subpoena or other request or order of judicial, governmental or regulatory entities.

11. Limitation of Liability. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW and without prejudice to the parties' indemnification obligations under section 9 and infringement cases under GDPR, NEITHER PARTY IS LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES, HOWEVER CAUSED, WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, EXPECTED OR LOST PROFITS, EVEN IF THE OTHER PARTY HAS BEEN

ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, EXCEPT FOR THE PARTIES' INDEMNIFICATION OBLIGATIONS UNDER SECTION 9, EACH PARTY AGREES THAT THE MAXIMUM AGGREGATE LIABILITY ON ALL CLAIMS OF ANY KIND RESULTING FROM THIS AGREEMENT OR ANY SOFTWARE OR SERVICES FURNISHED HEREUNDER SHALL NOT EXCEED FIFTY THOUSAND DOLLARS (\$50,000) AND THAT SUCH REMEDY IS FAIR AND ADEQUATE.

12. Publicity. Neither Party shall use the name, logo, trademarks or trade names of the other Party in publicity releases, promotional material, customer lists, advertising, marketing or business generating efforts, whether written or oral, without obtaining the other Party's prior written consent.

13. Miscellaneous. Customer is not obligated to enter into any agreement for future purchases of the Software. If applicable, Customer will be responsible for any sales tax/VAT incurred during the Period. If this Agreement conflicts with any previous agreements between the Parties relating to this subject matter, this Agreement controls. This Agreement may be amended or waived only in writing executed by both Parties. This Agreement is binding on and inures to the benefit of the Parties and their respective successors and assigns. Neither this Agreement nor the access or licenses granted hereunder may be assigned, transferred, subcontracted, or sublicensed by Customer. If any provision of this Agreement is declared void or unenforceable, then the provision is automatically amended to the minimum extent required to make it valid, legal, enforceable and nearest to the original intent, and the other provisions remain in full force and effect. Customer's rights under this Agreement are subject to its compliance with all applicable Greek and EU laws and regulations. Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including without limitation acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act, failure of the Internet, telecommunications, or hosting service provider, computer attacks, or malicious acts. All notices under this Agreement must be in writing and deemed to have been duly given (a) when delivered by hand; (b) one (1) day after delivery by receipted overnight delivery; or (c) three (3) days after being mailed by certified or registered mail, return receipt requested with postage prepaid, to the party to the address of the party to be noticed as set forth below. Any dispute, controversy, or claim arising from or relating to this Agreement, including the determination of scope or applicability of the agreement to arbitrate, shall be finally settled by arbitration in London, England using the English language in strict accordance with the Comprehensive Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Services, Inc. ("JAMS"). This Agreement is governed in all respects by the laws of England and Wales without giving effect to any conflicts of laws principles that require the application of the law of a different state and without regard to any presumption or rule of law requiring its construction against the party drafting any part of this Agreement. The Parties shall maintain the confidential nature of, and shall not disclose to any third party, the existence of or any information related to the arbitration proceeding except strictly to the extent necessary.

EFFECTIVE DATE OF AGREEMENT: March 24, 2020

Accepted and agreed:

PALANTIR TECHNOLOGIES UK, LTD.
(Palantir)

By: *Matt Long*

Name: Matt Long

Title: Authorised Signatory

Date: March 24, 2020

Address for Notices:

New Penderel House, 4th Floor,

283 - 288 High Holborn, London WC1V 7HP

Ministry of Digital Governance
(Customer)

By: *[Signature]*

Name: *Kyriakos Pienarous*

Title: *Minister of Digital Governance*

Date: *24/3/2020*

Address for Notices:

Fragardi II

10163 Kallithea Greece

Exhibit A: GDPR DATA PROTECTION AGREEMENT

This GDPR Data Protection Agreement (the "DPA") is between (i) Palantir Technologies UK, Ltd. ("Palantir") on behalf of itself and as an agent for its subsidiaries and affiliates from time to time ("Palantir Group") and (ii) [] ("Customer") as an addendum to Technology Agreement (the "Agreement"). It is the purpose of this DPA to set forth the obligations of Palantir and Customer with respect to data processing requirements that may apply in the performance of the Agreement under the EU General Data Protection Regulation 2016/679 ("GDPR"). Palantir and Customer agree as follows:

1. Capitalized terms used herein that are not otherwise defined shall have the meaning given to them in the GDPR. Notwithstanding anything to the contrary in the Agreement or this DPA, each party will comply with the GDPR. If there is any conflict or inconsistency between the provisions of this DPA and the provisions of the Agreement, the provisions of this DPA will prevail to the extent of such conflict or inconsistency.
2. With respect to Personal Data provided by Customer to Palantir Group for Processing for the purposes of the Agreement ("Customer Personal Data"), insofar as Palantir Group operates as a Processor on behalf of Customer with respect to personal data that is subject to the GDPR, the Palantir Group is, and will comply with the obligations of, the Processor outlined in the GDPR, on behalf of the Customer as the Controller, including, without limitation:
 - a. To Process Customer Personal Data in accordance with the Agreement, this DPA and other documented instructions from Customer. Customer shall instruct Palantir Group as to the subject-matter and duration of the Processing, the nature and purpose of the Processing, the type of Personal Data and the categories of data subjects taking into account the context of the Processing to be carried out and the risk to the rights and freedoms of the Data Subjects. During the Period, Customer instructs Palantir Group to process the first Customer Personal Data indicated in [Table 2](#).
 - b. To ensure that persons authorized to Process Customer Personal Data are under confidentiality obligations and are instructed to Process Customer Personal Data only as consistent with the Agreement and this DPA.
 - c. To take appropriate technical and organizational measures to protect Customer Personal Data consistent with article 32 of the GDPR.
 - d. With respect to other processors engaged by Palantir Group to Process any Customer Personal Data ("Subprocessors"):
 - i. Customer agrees that Palantir Group may engage Subprocessors to Process Customer Personal Data, including but not limited to those referenced in [Table 1](#). Palantir Group shall inform Customer of any intended changes concerning the addition or replacement of Subprocessors, thereby giving Customer the opportunity to object to such changes.
 - ii. Palantir Group shall ensure such Subprocessors have entered into a written agreement requiring the Subprocessor to abide by terms similar to those provided for in this DPA.
 - iii. Where a Subprocessor fails to fulfil its data protection obligations, Palantir Group shall remain fully liable to Customer for the performance of the Subprocessor's obligations.
 - e. To provide all reasonably requested assistance to Customer to enable Customer to meet its obligations to respond to requests from Data Subjects exercising their rights under Chapter III of the GDPR.
3. Palantir Group may Process Customer Personal Data on a global basis as necessary and after the Greek State's prior approval. To the extent such global access involves a transfer of Customer Personal Data originating from the European Economic Area ("EEA") or Switzerland to Palantir Group or its Subprocessors located in countries outside the EEA or Switzerland that have not received a binding adequacy decision by the European Commission, such transfers shall be subject to the terms of the EU standard contractual clauses for the Transfer of Personal Data to Processors established in Third Countries under the Directive 95/46/EC, or any successor standard contractual clauses that may be adopted pursuant to an EU Commission decision (the "EU Model Clauses") incorporated into this DPA by reference. For the purposes of Appendix I and II of the EU Model Clauses, the parties agree that (i) Customer will act as the data exporter on its own behalf and on behalf of any of its group entities, (ii) Palantir will act on its own behalf and/or on behalf of the relevant Palantir affiliates as the data importers, (iii) any third party Subprocessors (excluding Palantir affiliates) will act as 'subcontractors' pursuant to Clause 11 of the EU Model Clauses, (iv) the data subjects may be former, present and/or prospective employees, contractors, shareholders, customers, clients and suppliers of the data exporter, (v) the categories of data and processing activities shall be notified by Customer to Palantir Group in advance of any Processing, as part of its instructions herein, and (vi) Palantir Group has adopted and will maintain appropriate technical and organisational security measures to in respect of the Customer Personal Data, including such requirements set out in the Agreement.
- f. To provide all reasonably requested assistance to Customer with Customer's compliance with articles 32 through 36 of the GDPR, taking into account the nature of the Processing and the information available to Palantir Group. With specific reference to articles 33 and 34, Palantir Group shall without undue delay after becoming aware of a Personal Data Breach involving Customer Personal Data, notify Customer in writing, and Palantir Group will provide all reasonable assistance to Customer to enable Customer to comply with its obligations under GDPR regarding any Personal Data Breach.
- g. At Customer's direction, to delete or return all Customer Personal Data to Customer upon termination of the Agreement unless applicable law requires storage of such Personal Data.
- h. To make available to Customer all information necessary to demonstrate Palantir Group's compliance with article 28 of the GDPR (e.g., reasonable audits, at Customer's expense, the scope and timing shall be mutually agreed in advance by the parties).
- i. To immediately inform Customer if, in its opinion, Customer's instructions with respect to the Processing of Customer Personal Data infringes the GDPR.

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Table 1		
Name	Registered Address	Description of processing
Amazon Web Services, Inc. (AWS)	410 Terry Avenue North, Seattle, WA 98109, USA	AWS provides the cloud infrastructure for Palantir products.
Proofpoint, Inc.	892 Ross Drive, Sunnyvale, CA 94089, USA	Proofpoint supports the alerting and encrypted notification service in Palantir Foundry. Additional details are provided in the Documentation.
Microsoft Corporation	One Microsoft Way, Redmond WA, USA 98052	Provision of cloud infrastructure to host Active Directory for CentralAuth.
Table 2		
Categories of Customer Personal Data	Purpose of collection, processing or use of Customer Personal Data	Categories of Data Subjects the Customer Personal Data relates to
Pseudonymised personal details including patient date of birth and gender for members of the general public, usage information required for provision of software and services, including email and login.	Performance by Palantir of activities necessary to provide products or services or otherwise perform its obligations under the Agreement (including email notifications, logs & metrics, security measures and processes)	Members of the general public, employees, contractors or agents of the Customer, including Customer's users authorized to use the Software