

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1 CONTRACT ID CODE	PAGE OF PAGES 1 3
2 AMENDMENT/MODIFICATION NO P00002	3 EFFECTIVE DATE See Block 16C	4 REQUISITION/PURCHASE REQ NO 192116VHQ6ISI0007	5 PROJECT NO (if applicable)
6 ISSUED BY ICE/Information Technology Division Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, (b)(6)(b)(7)(C) Washington DC 20536	CODE ICE/ITD	7 ADMINISTERED BY (if other than Item 6)	CODE
E. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) PALANTIR TECHNOLOGIES INC ATTN: (b)(6)(b)(7)(C) 100 HAMILTON AVENUE SUITE 300 PALO ALTO CA 943011650		(x) 9A AMENDMENT OF SOLICITATION NO	
CODE 3621309520000 FACILITY CODE		9B DATED (SEE ITEM 11)	
		X 10A MODIFICATION OF CONTRACT/ORDER NO HSCETC-15-C-00001	
		10B DATED (SEE ITEM 13) 05/27/2015	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12 ACCOUNTING AND APPROPRIATION DATA (if required) Net Increase: (b)(4)  
See Schedule

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF
	D. OTHER (Specify type of modification and authority)
X	Pursuant to FAR 52.212-4(c) Changes

E. IMPORTANT: Contractor is not X is required to sign this document and return 1 copies to the issuing office

14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)  
DUNS Number: 362130952

The purpose of this bilateral modification is to hereby:

- a. Exercise Option Year One CLIN 1001, period of performance May 26, 2016- May 27, 2017;
- b. Incorporate FALCON Statement of Outcomes May 2, 2016
- c. Incorporate FALCON Performance Work Statement (PWS) OM Exercise Option Year One May 2, 2016. This document includes the changes to the PWS, as well as, DHS Privacy and Security clauses in Sections 13 and 14.

As a result of this modification, the obligated amount is increased by (b)(4) from Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A NAME AND TITLE OF SIGNER (Type or print) (b)(6);(b)(7)(C)		18A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6);(b)(7)(C)	
15B	15C DATE SIGNED May 12, 2016	16B UNITED STATES OF AMERICA (Signature of Contracting Officer)	15C DATE SIGNED

NSN 7540-01-152-8070  
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.245

CONTINUATION SHEET

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NAME OF OFFEROR OR CONTRACTOR  
PALANTIR TECHNOLOGIES INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1001	<p>(b)(4) However, the total contract value remains unchanged at (b)(4)</p> <p>All other terms and conditions remain unchanged. Exempt Action: N Delivery: 06/01/2016 Delivery Location Code: ICE/HSI/HQ-D6 ICE Hmlnd Sec Inv HQ Div. 6 Immigration and Customs Enforcement 500 12th Street SW Washington DC 20024</p> <p>Period of Performance: 05/28/2015 to 05/27/2018</p> <p>Change Item 1001 to read as follows (amount shown is the obligated amount):</p> <p>OPTION PERIOD ONE: GOTHAM OPERATION AND MAINTENANCE SUPPORT SERVICES (Operation and maintenance of unlimited license; operation and maintenance support and other services identified in the PWS)</p> <p>(b)(4),(b)(7)(E)</p> <p>For questions concerning this contract, please contact:</p> <p>Contract Officer: (b)(6):(b)(7)(C) DHS/ICE/ITD 801 I Street, NW Washington, DC 20536 Office: 202-732 (b)(6):( ) Continued ...</p>	12	MO	(b)(4)	

CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED  
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3 3

NAME OF OFFEROR OR CONTRACTOR  
PALANTIR TECHNOLOGIES INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Email: (b)(6);(b)(7)(C)</p> <p>Contract Specialist: (b)(6);(b)(7)(C) DHS/ICE/ITD 801 I Street, NW Washington, DC 20536 Office: 202-732-(b)(6) Email: (b)(6);(b)(7)(C)</p> <p>Contract Officer Representative: (b)(6);(b)(7)(C) Management and Program Analyst DHS/ICE/HSI/IS&amp;M 500 12th Street, NW Washington, DC 20024 Office: 202-422-(b)(6) or 202-732-(b)(6) Email: (b)(6);(b)(7)(C)</p> <p>Alternate Contract Officer Representative: (b)(6);(b)(7)(C) Management and Program Analyst DHS/ICE/HSI/IS&amp;M 500 12th Street, NW Washington, DC 20024 Office: 202-732-(b)(6) Email: (b)(6);(b)(7)(C)</p> <p>Vendor: Palantir Technologies, (b)(6);(b)(7)(C) Office: 703.270.(b)(6); Mobile: 781.248.(b)(7) Fax: 650.618.2665 Email: (b)(6);(b)(7)(C)</p>				

2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 192116VHQ6ISI00007.1	5. PROJECT NO. (If applicable)
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6. ISSUED BY ICE/ITD	7. ADMINISTERED BY (If other than Item 6) CODE
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ICE/Information Technology Division  
Immigration and Customs Enforcement  
Office of Acquisition Management  
801 I Street NW, (b)(6)(b)(7)(C)  
Washington DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	9A. AMENDMENT OF SOLICITATION NO. (x)
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PALANTIR TECHNOLOGIES INC  
ATTN (b)(6)(b)(7)(C)  
100 HAMILTON AVENUE  
SUITE 300  
PALO ALTO CA 943011650

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.  
HSCETC-15-C-00001

10B. DATED (SEE ITEM 13)  
05/27/2015

CODE 3621309520000      FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Schedule

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor  is not.  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 362130952  
The purpose of this administrative modification is to reallocate the obligated option year one funding. Specifically to commit \$3.1M SEVP funding to CLIN 1001 and de-obligate \$3.1M from the same CLIN, thus cost neutral. In FFMS, and Item 3 MDL 1 is the line that was de-obligated while Item 3 MDL 4 was added.

As a result of this modification, the obligated amount is unchanged at (b)(4) All other terms and conditions remain unchanged.

Exempt Action: N  
Delivery: 06/01/2016  
Delivery Location Code: ICE/HSI/HQ-D6  
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
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15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16C. DATE SIGNED 9-20-16
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**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
HSCETC-15-C-00001/P00003

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NAME OF OFFEROR OR CONTRACTOR  
PALANTIR TECHNOLOGIES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1001	<p>ICE Hmlnd Sec Inv HQ Div. 6 Immigration and Customs Enforcement 500 12th Street SW Washington DC 20024</p> <p>Period of Performance: 05/28/2015 to 05/27/2018</p> <p>Change Item 1001 to read as follows (amount shown is the obligated amount):</p> <p>OPTION PERIOD ONE: GOTHAM OPERATION AND MAINTENANCE SUPPORT SERVICES (Operation and maintenance of unlimited license; operation and maintenance support and other services identified in the PWS)</p> <p>Accounting Info: OIDIV06 6QA BA 10-55-00-000 15-05-0400-05-00-00-00 GE-31-19-00 000000 Funded: (b)(4)</p> <p>Accounting Info: OIDIV02 2CA BA 10-55-00-000 15-05-0400-05-00-00-00 GE-31-19-00 000000 Funded: (b)(4)</p> <p>Accounting Info: INTEEXEC 6QF BA 88-00-00-000 15-05-0400-05-00-00-00 GE-31-19-00 000000 Funded: \$0.00</p> <p>Accounting Info: SEVP001-000 SV 50-90-00-000 15-05-0400-05-00-00-00 GE-31-19-00- ----- --- 000000 Funded: (b)(4)</p> <p>For questions concerning this contract, please contact:</p> <p>Contract Officer: Phyllis Brokenborough DHS/ICE/ITD 801 I Street, NW Washington, DC 20536 Office: 202-732-(b)(6) Email: (b)(6);(b)(7)(C)</p> <p>Contract Specialist: (b)(6);(b)(7)(C) DHS/ICE/ITD 801 I Street, NW Continued ...</p>	12	MO	(b)(4)	

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REFERENCE NO. OF DOCUMENT BEING CONTINUED  
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NAME OF OFFEROR OR CONTRACTOR  
PALANTIR TECHNOLOGIES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Washington, DC 20536 Office: 202-732-(b)(6) Email: (b)(6),(b)(7)(C)</p> <p>Contract Officer Representative: (b)(6),(b)(7)(C) Management and Program Analyst DHS/ICE/HSI/IS&amp;M 500 12th Street, NW Washington, DC 20024 Office: 202-422-(b)(6) or 202-732-(b)(6) Email: (b)(6),(b)(7)(C)</p> <p>Alternate Contract Officer Representative: (b)(6),(b)(7)(C) Management and Program Analyst DHS/ICE/HSI/IS&amp;M 500 12th Street, NW Washington, DC 20024 Office: 202-732-(b)(6) Email: (b)(6),(b)(7)(C)</p> <p>Vendor: Palantir Technologies, (b)(6),(b)(7)(C) Office: 703.270.(b)(6) Mobile: 781.248.(b)(7) Fax: 650.618.2665 Email: (b)(6),(b)(7)(C)</p>				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00004	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 192116VHQ6ISI00007.2	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Information Technology Division Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, (b)(6);(b)(7)(C) Washington DC 20536	CODE ICE/ITD	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) PALANTIR TECHNOLOGIES INC ATTN (b)(6);(b)(7)(C) 100 HAMILTON AVENUE SUITE 300 PALO ALTO CA 943011650		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 3621309520000	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCETC-15-C-00001	10B. DATED (SEE ITEM 13) 05/27/2015

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: (b)(4)  
See Schedule

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
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	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Pursuant to FAR 52.212-4 (c) Changes

E. IMPORTANT: Contractor  is not.  is required to sign this document and return 1 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

DUNS Number: 362130952  
The purpose of this bilateral modification is to add Contract Line Item Number (CLIN) 1002 for Web Services. The Statement of Outcomes dates September 27, 2016 is hereby incorporated into this order. CLIN 1002 is increased by (b)(4) to (b)(4)

As a result of this modification, the obligated amount is increased by (b)(4) from (b)(4)

All other terms and conditions remain unchanged.

Exempt Action: N

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) (b)(6);(b)(7)(C)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6);(b)(7)(C)	
15B.	15C. DATE SIGNED 09/29/2016		16C. DATE SIGNED 9-29-16

NSN 7540-01-152-8070  
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

NAME OF OFFEROR OR CONTRACTOR  
PALANTIR TECHNOLOGIES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1002	<p>Delivery: 30 Days After Award            Delivery Location Code: ICE/HSI/HQ-D6            ICE Hmlnd Sec Inv HQ Div. 6            Immigration and Customs Enforcement            500 12th Street SW            Washington DC 20024</p> <p>Period of Performance: 05/28/2015 to 05/27/2018</p> <p>Add Item 1002 as follows:</p> <p>AMAZON WEB SERVICES INSTANCES, INCLUDING STAGING &amp; PRODUCTION            AWS SUPPORT PACKAGE            PALANTIR PCLLOUD SOFTWARE AS SERVICE (ESTIMATED 381 SERVER COUNT)</p> <p>ORIGINAL COST (b)(4)            REDUCTION IN COST FOR CLIN 1002 DUE TO \$400,000.00 ANNUAL CREDIT = (b)(4)</p> <p>CLIN 1002 Period of Performance: September 30, 2016 - May 27, 2017</p> <p>Accounting Info:            RAF1601 001 F6 10-23-00-000            15-05-0000-00-00-00-00 GE-25-86-00 000000            Funded: (b)(4)</p> <p>Accounting Info:            RAF1603 003 F6 10-23-00-000            15-05-0000-00-00-00-00 GE-25-86-00 000000            Funded: (b)(4)</p> <p>For questions concerning this contract, please contact:</p> <p>Contract Officer:            (b)(6);(b)(7)(C)            DHS/ICE/ITD            801 I Street, NW            Washington, DC 20536            Office: 202-732-(b)(6)            Email: (b)(6);(b)(7)(C)</p> <p>Contract Specialist:            (b)(6);(b)(7)(C)            DHS/ICE/ITD            801 I Street, NW            Continued ...</p>	1	EA	(b)(4)	



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REFERENCE NO. OF DOCUMENT BEING CONTINUED  
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NAME OF OFFEROR OR CONTRACTOR  
PALANTIR TECHNOLOGIES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Washington, DC 20536 Office: 202-732-(b)(6);(b)(7)(C) Email: (b)(6);(b)(7)(C)</p> <p>Contract Officer Representative: (b)(6);(b)(7)(C) Management and Program Analyst DHS/ICE/HSI/IS&amp;M 500 12th Street, NW Washington, DC 20024 Office: 202-422-(b)(6); or 202-732-(b)(6);(b)(7)(C) Email: (b)(6);(b)(7)(C)</p> <p>Alternate Contract Officer Representative: (b)(6);(b)(7)(C) Management and Program Analyst DHS/ICE/HSI/IS&amp;M 500 12th Street, NW Washington, DC 20024 Office: 202-732-(b)(6);(b)(7)(C) Email: (b)(6);(b)(7)(C)</p> <p>Vendor: Palantir Technologies, (b)(6);(b)(7)(C) Office: 703.209-(b)(6); Mobile: 781.248.(b)(7) Fax: 650.618.2665 Email: (b)(6);(b)(7)(C)</p>				



Homeland  
Security

~~For Official Use Only~~

# FALCON OPERATIONS & MAINTENANCE SUPPORT & SYSTEM ENHANCEMENT

## Statement of Outcomes

5/28/2016 – 5/27/2017

*(Performance Work Statement Appendix B-1)*

*September 27, 2016*

Homeland Security Investigations (HSI)

Mission Support



Homeland  
Security

**Statement of Outcomes – FALCON OPERATIONS & MAINTENANCE  
SUPPORT & SYSTEM ENHANCEMENT Contract**

**(Appendix B-1)**

**Period of Performance - 5/28/2016-5/27/2017**

**1.0 BACKGROUND**

Appendix B-1 shall be considered an addendum to **Section 5.8 of the Performance Work Statement: Additional Work to Be Performed During the Initial POP, Option Years 1-2, and the Optional Six-Month Extension.**

During the twelve-month period 5/28/2016 to 5/27/2017, or longer if mutually agreed to by the parties, the Contractor shall perform configuration, integration, and training services for the following projects, which are not presented in priority order. The parties shall mutually agree to the list priorities and project timelines.

**2.0 PROJECT PLANS AND SCHEDULES**

The Contractor shall submit to the FALCON Program Manager and the FALCON COR/ACOR no later than ten work days after the beginning of a contract year a draft Schedule of Outcomes, listing the planned start dates of each planned outcome-based project. Based upon this Schedule of Outcomes, the Contractor shall submit to the FALCON Program Manager and the FALCON COR/ACOR no later than ten working days prior to the initiation of work on a particular outcome-based project a Project Plan and a Project Schedule. The one exception shall be for the first of the planned outcome-based projects, for which a Project Plan and a Project Schedule shall be delivered by the Contractor concurrently with delivery of the draft Schedule of Outcomes.

Project Plans, mutually agreed to by HSI and the Contractor, shall identify specific user groups, workflows and discrete tasks. The Project Plans will define the agreed upon scope of each outcome – any and all changes to the Project Plans must be mutually agreed upon by the parties and documented in weekly and/or monthly reports. Specifically, any addition of a new task within the Project Plan must be mutually agreed upon by the parties, and counterbalanced with the deletion or delay of an existing task of equal effort, as documented in weekly and/or monthly reports. Project Schedules shall list high-level tasks for a specified outcome-based project. Project Plans and Schedules may be amended by the two parties' mutual agreement.

Government delay has prevented delivery of 2015 – 2016 Period of Performance Outcomes 2, 3, and 7 prior to the conclusion of the Base Period; work associated with these Outcomes shall be referred to as "Residual Outcome Work." For Residual Outcome Work from the prior contract performance period, which will need to be completed at no additional cost during the current contract performance period, the Contractor shall deliver Revised Schedules, broken out by Outcome, no later than twenty-one (21) working days following the initiation of the current



contract performance period. These Revised Schedules shall be finalized through consultations and agreement between the Contractor and the FALCON PMO.

Regarding delay of work caused by government action or inaction, Equitable Adjustments shall take the form of adjustments in schedule with no penalty to the Contractor. In cases of extraordinary delay caused by government action or inaction (completion of work by the Contractor is anticipated to be delayed beyond one additional Period of Performance; for example, from the Base POP into Option Year 2), the government and the Contractor shall mutually agree upon a change in contract scope, at no penalty to the Contractor, whereby more feasible work of a similar magnitude shall be substituted for the work affected by an extraordinary delay. Equitable Adjustments shall not take the form of additional monetary compensation to the Contractor, due to the contract's Firm Fixed Price.

### 3.0 PROJECT MANAGEMENT

As part of the Draft Project Plan for each planned outcome-based project, Contractor shall identify a project lead, who will (a) coordinate all Contractor work on that particular outcome-based project; (b) manage the Project Plan and Project Schedule; and (c) report on progress and achievement of project milestones at weekly meetings with the FALCON PMO Team and to inquiries made by the FALCON Program Manager or other HSI authorities. At the Contractor's discretion, a particular employee may be assigned as project lead for more than one outcome-based project.

In addition to weekly progress meetings, the Contractor shall provide (a) quarterly briefings to which all HSI Unit Chiefs are invited to participate; and (b) twice yearly briefings to the Executive Steering Committee (ESC), coordinated with the October '16 and April '17 ESC meetings, on progress and achievement of project milestones across all outcomes.

The FALCON Program Manager shall identify a governmental project lead for each planned outcome-based project. This governmental project lead will (a) identify governmental Subject Matter Experts (SMEs) as necessary for requirements gathering, user feedback, and user testing; (b) facilitate meetings between governmental SMEs and Contractor staff; (c) coordinate agreements between the FALCON PMO and other bodies within ICE or other governmental agencies required for exchanges of data necessary for the accomplishment of the outcome-based project; (d) review/approve all changes to the Project Plan and/or Project Schedule proposed by the Contractor; and (d) alert the FALCON Program Manager and the FALCON COR/ACOR whenever schedule breaches are anticipated to occur or other problems arise which may adversely impact either project quality or the achievement of project deadlines.

All training activities conducted in support of these outcomes must be coordinated, in advance, with the FALCON Program Management Office (PMO).

During the first week of February, Contractor's project leads will meet with the FALCON PMO and other key stakeholders identified by the government to present status updates regarding any Outcome work which the Contractor estimates will not be completed by the end of the current



Period of Performance. If the delay in Outcome work is due to Government or Contractor delay—delayed access to data or delayed Palantir Cloud authorization, for example—Contractor shall present draft action plans reflecting the decreased remaining time to complete the project in the Period of Performance, which shall be finalized through consultations and mutually agreed upon by the Contractor and the FALCON PMO.

**4.0 LIST OF RESIDUAL OUTCOME WORK FROM APPENDIX B (2015-2016 OUTCOMES) NOT COMPLETED DUE TO GOVERNMENT DELAY PRIOR TO 5/26/2016 WHICH SHALL BE COMPLETED DURING THE 5/28/2016-5/27/2017 PERIOD AT NO ADDITIONAL COST TO THE GOVERNMENT**

Completion of some final technical elements of the following 2015-16 Outcomes are dependent upon IOC deployment of the Investigative Case Management (ICM) system, which, due to no fault of the Contractor's, has been delayed from March, 2016 to 6/20/2016 (with IOC window extending to September, 2016). Contractor shall complete all elements of the following Outcomes at the earliest date practicable, following a revised Project Schedule mutually agreed upon between Contractor and the government. Completion of this work shall not count against 2016-2017 Outcomes, as payment for this work has been made to Contractor during the 2015-2016 contract year.

**Outcome 2: Modernize the Telecommunications Linking System (TLS) in order to achieve mainframe TECS independence and enhance the analytics of telecommunication data at HSI.**

The Following work from Outcome 2 was completed in the Base Year and will not be counted as Residual Outcome Work:

- Work closely with ICM team to determine set of requirements for TLS integration with ICM.
- Develop solution for housing all TLS data in a way that is searchable through both ICM and FALCON.
- Simplify data import/export process to increase the number of phone subpoenas uploaded into the system.
- Develop phone deconfliction tool to provide all phone matches with corresponding cases in an easy to read display.
- Identify users with a high degree of familiarity with large scale phone record analysis and work with them to develop an analytical workflow or capability on top of TLS data.
- Document training curriculum around new system.

The Following work from Outcome 2 will be considered Residual Outcome Work:

- Deploy Modernized TLS to Production.

**Outcome 7: Provide notifications to TECS/ICM records owners when their record is viewed in FALCON.**

The Following work from Outcome 7 was completed in the Base Year and will not be

counted as Residual Outcome Work:

- Work with PMO to determine which records (e.g. TECS Case, ROI, etc) and actions (e.g. view in browser) should trigger a notification.
- Work with PMO to determine what data should be included on the notification and how frequently the notifications should be sent.
- Ensure TECS and ICM data is ingested in a way that enables the specific query notifications required

The Following work from Outcome 7 will be considered Residual Outcome Work:

- Deploy Outcome 7 solution to production.

Completion of some final technical elements of the following 2015-16 Outcome is dependent upon (1) IOC deployment of the Investigative Case Management (ICM) system, which, due to no fault of the Contractor's, has been delayed from March, 2016 to 6/20/2016 (with IOC window extending to September, 2016) and upon (2) Customs and Border Protection's deployment of their TECS Modernization system and associated re-routing of SEACATS data from the Electronic Data Warehouse to an as yet undetermined follow-on location, which, due to no fault of the Contractor's, has been delayed until December, 2016. Contractor shall complete all elements of the following Outcome at the earliest date practicable, following a revised Project Schedule mutually agreed upon between Contractor and the government. Completion of this work shall not count against 2016-2017 Outcomes, as payment for this work has been made to Contractor during the 2015-2016 contract year.

### **Outcome 3: Migration of current TECS pipeline from Electronic Data Warehouse (EDW) to new location.**

The Following work from Outcome 3 was completed in the Base Year and will not be counted as Residual Outcome Work:

- Perform full analysis of data in new data warehouse and document any changes to the data between the old and new locations.
- Migrate pipeline and ingestion scripts to pull data from the new location.
- Gather feedback and make changes to modeling as mutually decided upon and prioritized by both parties.
- Evaluate any additional changes to storage locations of current case data as they arise, document changes and make necessary pipeline modifications.

The Following work from Outcome 3 will be considered Residual Outcome Work:

- Deploy the ICE TECS pipeline migration to production.
- Migrate the CBP TECS pipeline from legacy CBP TECS to Modernized CBP TECS when practicable.

## **5.0 LIST OF 2016-2017 OUTCOME-BASED PROJECTS**

**Outcome 1: Enhance the data accessible in the FALCON environment for investigations involving the illegal movement of people into, within, and out of the United States.**



- Research and document the needs of HSI investigations involving the illegal movement of people to identify and implement an ontology and data model for use of border crossing data.
- Integrate the highest-impact border crossing data sets, which may include, but are not limited to, CBP person crossing data, US-VISIT data, and Consular Consolidated Database (CCD) data.
- Integrate the highest-impact USCIS data sets for identification of persons within the U.S., which may include, but are not limited to, USCIS Person Centric Query Service (PCQS) and Customer Profile Management Service (CPMS).
- Document training curriculum around new workflows exposed with additional datasets.

**Outcome 2: Improve analytic workflows related to the illegal movement of people, goods, and money into, within, and out of the United States.**

- Research and identify highest-value workflows of groups that work with the illegal movement of people and money into and out of the U.S.
- Enable workflows that facilitate collaboration between HSI and its partner organizations (e.g., USCIS, ERO, CBP) to streamline investigations of illicit activity.
- Work with users to identify necessary interfaces to facilitate the use of person, goods, and money data, which may include, but is not limited to, enhancing DARTTS features.

These features may include:

- Enhancements to Browse functionality, including allowing users to manipulate and hide/remove columns.
- Enhancements to Search functionality, including search collection by “match collection,” providing the ability to search by “any” rather than “all” criteria in a search, allowing bulk search, and adding a legend of applicable Boolean Logic operators.
- Enhancements to visualizations, including additional statistical metrics and outlier identifiers and the analysis of flows of money and goods.
- Refining transaction comparisons at the line level through unique IDs.
- Enhancements to Exporting functionality, including enabling CMIR export to FALCON functionality and template exports for financial statements and financial transaction data.
- Work with the users to identify and implement analytical processes and methodology to exploit these datasets with improved front-end interfaces.
- Document training curriculum around new workflows.

**Outcome 3: Migrate FALCON from existing hardware into Palantir Cloud (“PCloud”).**

- Receive necessary ICE approval to host FALCON and all datasets in Palantir’s Cloud environment.
- Migrate data pipelines and Palantir services to Palantir Cloud.
- Ensure no data loss or decreased usability from the migration to the cloud environment.

- Migrate authentication from IRMNET to DHS Authentication to enable secure authentication in Palantir Cloud.
- Provide cloud infrastructure including Combined GovCloud Instances, AWS support package, and SaaS Palantir Cloud from 09/30/2016 – 5/27/2017.
  - Palantir will provide AWS GovCloud as the underlying infrastructure for the FALCON system's Staging and Production environments. Palantir Cloud (PCloud), Palantir's managed Software-as-a-Service (SaaS) offering, is the configured environment that will host all applicable components of the FALCON system. PCloud uses AWS GovCloud for its underlying infrastructure. PCloud will provide a variety of virtual cloud services that can be deployed or removed on demand to support the scale and high availability required by the FALCON system. Additionally, Palantir will provide personnel to manage and administer the FALCON environment in PCloud to ensure timely assessment and triage of issues related to the application when deployed. These personnel will have direct lines of communication to Amazon GovCloud should the need arise for additional on-site support. In summary, Palantir will be responsible for administration and maintenance of their FALCON hosting solution in PCloud, respecting change management, system availability, system performance, security, and audit requirements as set forth in Sections 3 through 13 of the FALCON-Palantir Operations and Maintenance and System Enhancements contract.
  - PCloud operates with strict security procedures and has undergone extensive auditing and review to ensure compliance with a broad landscape of regulatory requirements and standards. Palantir Cloud is SSAE 16 SOC 2 compliant. The Palantir team will work with the ICE security components including ISSO and IAD to facilitate testing and documentation as needed to validate the existing FISMA ATO. Approval to migrate production data to staging and production environments will be dependent upon explicit approval from the ICE ISSO.
  - To mitigate the risk of data breach or loss, Palantir-managed hardware security modules (HSMs) will be maintained in PCloud. These cloud-based HSMs enable secure data encryption, and will be dispersed across separate AWS regions to provide redundancy and multi-region support.
  - The Palantir Cloud (PCloud) team will provide monthly Nessus scans of the FALCON AWS environment. (Nessus scans systems, networks, and applications for weaknesses and vulnerabilities including malware detection and web application scanning. Nessus also provides the capability to complete external network scans to scan Internet-facing IP addresses for network and web application vulnerabilities. The DB and any running applications are included in these scans and vulnerabilities that would be visible over open ports are reported.) These scans shall encompass the full range of ports and perform an authenticated scan which checks local libraries, RPMs, etc. against known vulnerabilities or associated exploits; these scans will additionally cover all of the running applications and include network scanning. Additional PCloud management services for the FALCON system will, at minimum, duplicate those provided for



ICE HSI's other two systems currently hosted in the PCloud/GovCloud environment, ICM and TLS.

- Post-deployment, the PCloud team will be responsible for providing ongoing system and operating system (OS)-level patches and updates as necessary to ensure the security of the FALCON system and the data it contains. These configuration changes will not be subject to ICE/OCIO approvals prior to implementation in PCloud and any changes applied will not impact uptime or functional/performance requirements. However, these (and any other) system-level changes will be logged and provided to the ICE ISSO on a regular basis. These logs will include information on day-to-day maintenance activities conducted by the PCloud team and FALCON support staff managing the application. Any changes that impact uptime, functional, or performance requirements will be rolled back and coordinated with ICE/OCIO and the ICE ISSO for mitigation.
- Note that all application level updates will follow appropriate approval routes through the FALCON PMO before any change is implemented.
- A dedicated network link will be required to establish connectivity between Amazon GovCloud and a DHS-designated data center with appropriate bandwidth to meet performance requirements. This network link piece will be handled separately by ICE. Palantir will be responsible for ensuring appropriate implementation of necessary changes within PCloud to support communication with components should there be a disaster recovery/failover between data centers within ICE.
- Palantir will acquire AWS GovCloud hosting, at Reserved prices, sufficient for the migration of all applicable data currently hosted on the inventory of currently existing system hardware.
- In addition to acquiring AWS GovCloud hosting sufficient for the migration of all data currently hosted on the following inventory of currently existing system hardware, Palantir shall acquire AWS GovCloud hosting sufficient to facilitate growth of the FALCON system's user base, data sets, and features as required by the testing and production roll-out of the 2016-2017 Outcomes stipulated in the FALCON-Palantir Operations and Management and System Enhancements contract, Attachment B.
- Palantir will acquire sufficient AWS GovCloud hosting to accommodate FALCON Staging and Production instances.
- Palantir will acquire an Amazon AWS support package sufficient to support the GovCloud hosting infrastructure stipulated above.

**Outcome 4: Improve FALCON Mobile to provide additional in-field capability to users.**

- Improve search results on Mobile: work with users to research and configure improved display of search results that will enable users to more quickly and accurately find information from their queries.

- Enable border reporting: iterate with users and deploy relevant Mobile input forms to allow personnel supporting HSI Border Crossing investigations to collect data on parties of interest.
- Enable the creation of Feeds from FALCON Mobile.
- Deploy a federated search capability for FALCON Mobile to return data on wants and warrants from NCIC. Additional datasets may be included if mutually agreed upon by both parties.
- ICAO Optical Scanning: Configure a mechanism to scan Visas, Passports, and Green Cards via a Report ID Scanner.

**Outcome 5: Improve HSI’s ability to prevent and respond to domestic terrorism and other homeland security threats by augmenting investigative capabilities with social media data, social media analytic workflows, and collaboration with partner organizations (e.g. USCIS and CBP).**

- Enable the ability to ingest, analyze, and investigate in FALCON social media data returned via legal process (subpoenas), with the possibility of mutually agreed upon social media data acquired through Memoranda of Understanding with relevant organizations, or open source social media data, as deemed compliant with the Department of Homeland Security’s privacy policies regarding use of social media.
- Provide the ability to search and analyze social media returns in the FALCON environment to discover and view possible connections with other data in FALCON.
- Provide the ability for HSI agents to collaborate with USCIS and CBP personnel within FALCON to analyze social media legal process returns on border entrants and individuals of interest.

## **5.0 ESCALATION**

At the beginning of each year of contract performance, the AD and DAD over the FALCON program, with the input of the ESC and of the Contractor will agree upon the addition of up to five outcomes to be completed during the upcoming year (the number of outcomes may be higher if both parties agree). If ICE and the Contractor are unable to agree upon the scope of a given outcome or set of outcomes, the Contractor will provide a detailed technical rationale as to why the outcome falls outside the scope of PWS. This written rationale shall include the level of effort and why this level of effort is not attainable and shall be presented to the ICE FALCON Program Manager and COR/ACOR within five (5) business days of the Contractor’s initial announcement of lack of agreement on the Statement of Outcomes. In this scenario, HSI management and the Contractor’s management will use this information to reach a final agreement on the Statement of Outcomes. Contractor will provide the implementation support for all tasks listed in an annual outcomes statement to which both HSI and the Contractor agree.



Should the provision by the Contractor of a technical rationale for the non-feasibility of an outcome fail to result in agreement between HSI management and the Contractor's management on the contents of the Statement of Outcomes, either party may request adjudication from the assigned ICE Contracting Officer (CO), who shall make a determination within five (5) business days of receipt of the adjudication request as to whether or not the disputed outcome(s) shall be included in the Statement of Outcomes. In the event that HSI's priorities change during the period of time covered by a Statement of Outcomes and HSI requests that the Statement of Outcomes be amended, and the Contractor determines that this new request for work does not clearly fall within the scope of the existing Statement of Outcomes, the Contractor may present the change request to the CO, who shall review the request to determine whether HSI's request falls within the scope of that document. Such determinations must be made within five (5) business days of the escalation request. The Contractor will not be obligated to take any action on the new request for work unless and until the CO, in coordination with the Contractor, approves the request and determines that such request falls within the scope of an existing Statement of Outcomes or otherwise amends such document to include the new request for work. In the event the CO and Contractor are unable to reach an agreement, the matter will be referred to ICE's Head of Contracting Authority (HCA) for final adjudication. For any priority tasks outside the scope of the existing Statement of Outcomes, HSI may request a level of effort from Contractor; Contractor shall not be obligated to perform such tasks unless (i) the task consists of high priority case work and is specifically requested by the Executive Assistant Director of HSI (or his/her designee); and (ii) a required task of a comparable level of effort is explicitly postponed or eliminated.

Changes to the annual Statement of Outcomes shall be incorporated into the contract through bilateral modification.



Homeland  
Security

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# FALCON OPERATIONS & MAINTENANCE SUPPORT & SYSTEM ENHANCEMENT

## Statement of Outcomes

5/28/2016 – 5/27/2017

*(Performance Work Statement Appendix B-1)*

*May 2, 2016*

Homeland Security Investigations (HSI)

Mission Support



Homeland  
Security



**Statement of Outcomes – FALCON OPERATIONS & MAINTENANCE  
SUPPORT & SYSTEM ENHANCEMENT Contract**

**(Appendix B-1)**

**Period of Performance - 5/28/2016-5/27/2017**

**1.0 BACKGROUND**

Appendix B-1 shall be considered an addendum to **Section 5.8 of the Performance Work Statement: Additional Work to Be Performed During the Initial POP, Option Years 1-2, and the Optional Six-Month Extension.**

During the twelve-month period 5/28/2016 to 5/27/2017, or longer if mutually agreed to by the parties, the Contractor shall perform configuration, integration, and training services for the following projects, which are not presented in priority order. The parties shall mutually agree to the list priorities and project timelines.

**2.0 PROJECT PLANS AND SCHEDULES**

The Contractor shall submit to the FALCON Program Manager and the FALCON COR/ACOR no later than ten work days after the beginning of a contract year a draft Schedule of Outcomes, listing the planned start dates of each planned outcome-based project. Based upon this Schedule of Outcomes, the Contractor shall submit to the FALCON Program Manager and the FALCON COR/ACOR no later than ten working days prior to the initiation of work on a particular outcome-based project a Project Plan and a Project Schedule. The one exception shall be for the first of the planned outcome-based projects, for which a Project Plan and a Project Schedule shall be delivered by the Contractor concurrently with delivery of the draft Schedule of Outcomes.

Project Plans, mutually agreed to by HSI and the Contractor, shall identify specific user groups, workflows and discrete tasks. The Project Plans will define the agreed upon scope of each outcome – any and all changes to the Project Plans must be mutually agreed upon by the parties and documented in weekly and/or monthly reports. Specifically, any addition of a new task within the Project Plan must be mutually agreed upon by the parties, and counterbalanced with the deletion or delay of an existing task of equal effort, as documented in weekly and/or monthly reports. Project Schedules shall list high-level tasks for a specified outcome-based project. Project Plans and Schedules may be amended by the two parties' mutual agreement.

Government delay has prevented delivery of 2015 – 2016 Period of Performance Outcomes 2, 3, and 7 prior to the conclusion of the Base Period; work associated with these Outcomes shall be referred to as “Residual Outcome Work.” For Residual Outcome Work from the prior contract performance period, which will need to be completed at no additional cost during the current contract performance period, the Contractor shall deliver Revised Schedules, broken out by Outcome, no later than twenty-one (21) working days following the initiation of the current

contract performance period. These Revised Schedules shall be finalized through consultations and agreement between the Contractor and the FALCON PMO.

Regarding delay of work caused by government action or inaction, Equitable Adjustments shall take the form of adjustments in schedule with no penalty to the Contractor. In cases of extraordinary delay caused by government action or inaction (completion of work by the Contractor is anticipated to be delayed beyond one additional Period of Performance; for example, from the Base POP into Option Year 2), the government and the Contractor shall mutually agree upon a change in contract scope, at no penalty to the Contractor, whereby more feasible work of a similar magnitude shall be substituted for the work affected by an extraordinary delay. Equitable Adjustments shall not take the form of additional monetary compensation to the Contractor, due to the contract's Firm Fixed Price.

### 3.0 PROJECT MANAGEMENT

As part of the Draft Project Plan for each planned outcome-based project, Contractor shall identify a project lead, who will (a) coordinate all Contractor work on that particular outcome-based project; (b) manage the Project Plan and Project Schedule; and (c) report on progress and achievement of project milestones at weekly meetings with the FALCON PMO Team and to inquiries made by the FALCON Program Manager or other HSI authorities. At the Contractor's discretion, a particular employee may be assigned as project lead for more than one outcome-based project.

In addition to weekly progress meetings, the Contractor shall provide (a) quarterly briefings to which all HSI Unit Chiefs are invited to participate; and (b) twice yearly briefings to the Executive Steering Committee (ESC), coordinated with the October '16 and April '17 ESC meetings, on progress and achievement of project milestones across all outcomes.

The FALCON Program Manager shall identify a governmental project lead for each planned outcome-based project. This governmental project lead will (a) identify governmental Subject Matter Experts (SMEs) as necessary for requirements gathering, user feedback, and user testing; (b) facilitate meetings between governmental SMEs and Contractor staff; (c) coordinate agreements between the FALCON PMO and other bodies within ICE or other governmental agencies required for exchanges of data necessary for the accomplishment of the outcome-based project; (d) review/approve all changes to the Project Plan and/or Project Schedule proposed by the Contractor; and (d) alert the FALCON Program Manager and the FALCON COR/ACOR whenever schedule breaches are anticipated to occur or other problems arise which may adversely impact either project quality or the achievement of project deadlines.

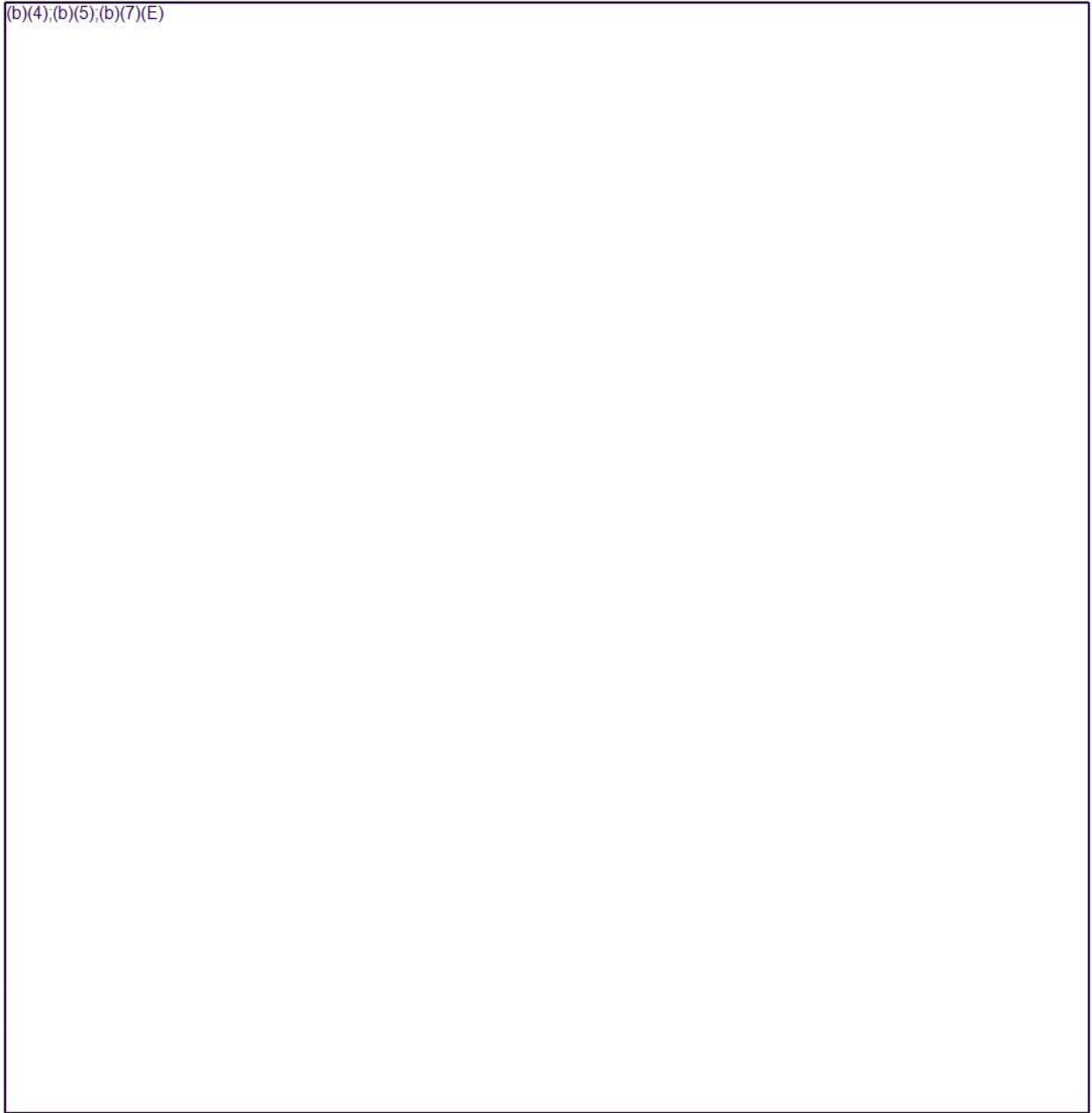
All training activities conducted in support of these outcomes must be coordinated, in advance, with the FALCON Program Management Office (PMO).

During the first week of February, Contractor's project leads will meet with the FALCON PMO and other key stakeholders identified by the government to present status updates regarding any Outcome work which the Contractor estimates will not be completed by the end of the current

Period of Performance. If the delay in Outcome work is due to Government or Contractor delay—delayed access to data or delayed (b)(4);(b)(5);(b)(7)(E) authorization, for example—Contractor shall present draft action plans reflecting the decreased remaining time to complete the project in the Period of Performance, which shall be finalized through consultations and mutually agreed upon by the Contractor and the FALCON PMO.

**4.0 LIST OF RESIDUAL OUTCOME WORK FROM APPENDIX B (2015-2016 OUTCOMES) NOT COMPLETED DUE TO GOVERNMENT DELAY PRIOR TO 5/26/2016 WHICH SHALL BE COMPLETED DURING THE 5/28/2016-5/27/2017 PERIOD AT NO ADDITIONAL COST TO THE GOVERNMENT**

(b)(4);(b)(5);(b)(7)(E)





(b)(4);(b)(5);(b)(7)(E)

(b)(4);(b)(5);(b)(7)(E)

## 5.0 ESCALATION

At the beginning of each year of contract performance, the AD and DAD over the FALCON program, with the input of the ESC and of the Contractor will agree upon the addition of up to five outcomes to be completed during the upcoming year (the number of outcomes may be higher if both parties agree). If ICE and the Contractor are unable to agree upon the scope of a given outcome or set of outcomes, the Contractor will provide a detailed technical rationale as to why the outcome falls outside the scope of PWS. This written rationale shall



include the level of effort and why this level of effort is not attainable and shall be presented to the ICE FALCON Program Manager and COR/ACOR within five (5) business days of the Contractor's initial announcement of lack of agreement on the Statement of Outcomes. In this scenario, HSI management and the Contractor's management will use this information to reach a final agreement on the Statement of Outcomes. Contractor will provide the implementation support for all tasks listed in an annual outcomes statement to which both HSI and the Contractor agree.

Should the provision by the Contractor of a technical rationale for the non-feasibility of an outcome fail to result in agreement between HSI management and the Contractor's management on the contents of the Statement of Outcomes, either party may request adjudication from the assigned ICE Contracting Officer (CO), who shall make a determination within five (5) business days of receipt of the adjudication request as to whether or not the disputed outcome(s) shall be included in the Statement of Outcomes. In the event that HSI's priorities change during the period of time covered by a Statement of Outcomes and HSI requests that the Statement of Outcomes be amended, and the Contractor determines that this new request for work does not clearly fall within the scope of the existing Statement of Outcomes, the Contractor may present the change request to the CO, who shall review the request to determine whether HSI's request falls within the scope of that document. Such determinations must be made within five (5) business days of the escalation request. The Contractor will not be obligated to take any action on the new request for work unless and until the CO, in coordination with the Contractor, approves the request and determines that such request falls within the scope of an existing Statement of Outcomes or otherwise amends such document to include the new request for work. In the event the CO and Contractor are unable to reach an agreement, the matter will be referred to ICE's Head of Contracting Authority (HCA) for final adjudication. For any priority tasks outside the scope of the existing Statement of Outcomes, HSI may request a level of effort from Contractor; Contractor shall not be obligated to perform such tasks unless (i) the task consists of high priority case work and is specifically requested by the Executive Assistant Director of HSI (or his/her designee); and (ii) a required task of a comparable level of effort is explicitly postponed or eliminated.

Changes to the annual Statement of Outcomes shall be incorporated into the contract through bilateral modification.

Incorporated herein is Palantir’s License and Services Agreement (“Agreement”), by and between Contractor (“Palantir Technologies Inc.” or “Palantir”) and the ordering entity (“Customer”). 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.

**PALANTIR LICENSING TERMS AND CONDITIONS**

**1. Certain Definitions.**

(b)(4);(b)(5);(b)(7)(E)

(b)(4);(b)(5);(b)(7)(E)

[Redacted content for Section 1]

(b)(4);(b)(5);(b)(7)(E)

[Redacted content]

**3. Ownership.**

(b)(4);(b)(5);(b)(7)(E)

(b)(4);(b)(5);(b)(7)(E)

[Redacted content for Section 3]

**2. Grant of License.**

(b)(4);(b)(5);(b)(7)(E)

(b)(4);(b)(5);(b)(7)(E)

[Redacted content for Section 2]

**4. Restrictions.**

(b)(4);(b)(5);(b)(7)(E)

(b)(4);(b)(5);(b)(7)(E)

[Redacted content for Section 4]

(b)(4);(b)(5);(b)(7)(E)

(b)(4);(b)(5);(b)(7)(E)

5. Confidentiality. (b)(4);(b)(5);(b)(7)(E)

(b)(4);(b)(5);(b)(7)(E)

6. Payment and Delivery. (b)(4);(b)(5);(b)(7)(E)

(b)(4);(b)(5);(b)(7)(E)

7. Operations and Maintenance Services. (b)(4);(b)(5);(b)

(b)(4);(b)(5);(b)(7)(E)

8. Professional Services. In addition to the O&M Services

(b)(4);(b)(5);(b)(7)(E)

9. Government Matters. (b)(4);(b)(5);(b)(7)(E)

(b)(4);(b)(5);(b)(7)(E)



10. Term and Termination. (b)(4);(b)(5);(b)(7)(E)

(b)(4);(b)(5);(b)(7)(E)

(b)(4);(b)(5);(b)(7)(E)

12. Palantir Limited Warranty and Disclaimer.

(b)(4);(b)(5);(b)(7)(E)

11. Indemnification. (b)(4);(b)(5);(b)(7)(E)

(b)(4);(b)(5);(b)(7)(E)

13. Limitation of Liability.

(b)(4);(b)(5);(b)(7)(E)

(b)(4);(b)(5);(b)(7)(E)

(b)(4);(b)(5);(b)(7)(E)

14. Miscellaneous.

(b)(4);(b)(5);(b)(7)(E)

(b)(4);(b)(5);(b)(7)(E)

**Attachment A- PALANTIR O&M/SUPPORT SERVICES**

(b)(4),(b)(5),(b)(7)(E)

(b)(4),(b)(5),(b)(7)(E)
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Severity	Response Time	Targeted Resolution Service Level
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(b)(4),(b)(5),(b)(7)(E)

(b)(4),(b)(5),(b)(7)(E)
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(b)(4);(b)(5);(b)(7)(E)

2. AMENDMENT/MODIFICATION NO. P00001 3. EFFECTIVE DATE See Block 16C 4. REQUISITION/PURCHASE REQ NO 192115VHQ6ISI0035 5. PROJECT NO (If applicable) 1 3

6. ISSUED BY CODE ICE/ITD 7. ADMINISTERED BY (If other than Item 6) CODE

ICE/Information Technology Division  
Immigration and Customs Enforcement  
Office of Acquisition Management  
801 I Street NW, (b)(6);(b)(7)(C)  
Washington DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)  
PALANTIR TECHNOLOGIES INC  
ATTN (b)(6);(b)(7)(C)  
100 HAMILTON AVENUE  
SUITE 300  
PALO ALTO CA 943011650

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO HSCETC-15-C-00001

10B. DATED (SEE ITEM 13) 05/27/2015

CODE 3621309520000 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: (b)(4)  
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

- CHECK ONE
- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
  - B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
  - C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF.
  - D. OTHER (Specify type of modification and authority)  
X Pursuant to FAR 52.212-4(c) Changes

E. IMPORTANT: Contractor is not. X is required to sign this document and return 1 copies to the issuing office

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 362130952  
The purpose of this bilateral modification is to hereby move (1) one outcome from CLIN 3001 to the base year by establishing CLIN 0002.

CLIN 3001 was decreased by (b)(4)

CLIN 0002 was increased by (b)(4)

In addition, this modification incorporates the revised Performance Work Statement (PWS) and Statement of Outcomes (SOO).

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6);(b)(7)(C)  
15B. (b)(6);(b)(7)(C)  
15C. DATE SIGNED Sep. 18, 2015  
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6);(b)(7)(C)  
16B. DATE SIGNED 9/21/2015

NAME OF OFFEROR OR CONTRACTOR  
PALANTIR TECHNOLOGIES INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>As a result of this modification, the obligated amount is increased by (b)(4) from (b)(4). However, the total contract value remains unchanged at (b)(4).</p> <p>All other terms and conditions remain unchanged.            Exempt Action: N            Delivery: 30 Days After Award            Delivery Location Code: ICE/HSI/HQ-D6            ICE Hmlnd Sec Inv HQ Div. 6            Immigration and Customs Enforcement            500 12th Street SW            Washington DC 20024</p> <p>Period of Performance: 05/28/2015 to 05/27/2018</p> <p>Add Item 0002 as follows:</p>				
0002	<p>MOVING (1) ONE GOTHAM OPERATION OUTCOME FROM CLIN 3001 AS DESCRIBED IN REVISED PWS AND STATEMENT OF OUTCOME            Obligated Amount: (b)(4)</p> <div style="border: 1px solid black; height: 100px; width: 100%; margin-top: 10px;">(b)(4),(b)(7)(E)</div>	1	EA	(b)(4)	
3001	<p>Change Item 3001 to read as follows (amount shown is the obligated amount):</p> <p>FAR 52.217-8:            GOTHAM OPERATION AND MAINTENANCE SUPPORT SERVICES (Optional six month extension for Operations and Management Services for previously acquired Palantir Gotham licenses/server cores; maintaining processing power.)            Amount: (b)(4) (Option Line Item)            05/27/2018</p> <p>For questions concerning this contract, please contact:            Continued ...</p>				(b)(4)



NAME OF OFFEROR OR CONTRACTOR  
PALANTIR TECHNOLOGIES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Contract Officer:  <span style="border: 1px solid black; padding: 2px;">(b)(6);(b)(7)(C)</span>  DHS/ICE/ITD  801 I Street, NW  Washington, DC 20536  Office: 202-732-<span style="border: 1px solid black; padding: 2px;">(b)(6);(b)</span>  Email: <span style="border: 1px solid black; padding: 2px;">(b)(6);(b)(7)(C)</span></p> <p>Contract Specialist:  <span style="border: 1px solid black; padding: 2px;">(b)(6);(b)(7)(C)</span>  DHS/ICE/ITD  801 I Street, NW  Washington, DC 20536  Office: 202-732-<span style="border: 1px solid black; padding: 2px;">(b)(6);(</span>  Email: <span style="border: 1px solid black; padding: 2px;">(b)(6);(b)(7)(C)</span></p> <p>Contract Officer Representative:  <span style="border: 1px solid black; padding: 2px;">(b)(6);(b)(7)(C)</span>  Management and Program Analyst  DHS/ICE/HSI/IS&amp;M  500 12th Street, NW  Washington, DC 20024  Office: 202-422-<span style="border: 1px solid black; padding: 2px;">(b)(6);(</span> or 202-732-<span style="border: 1px solid black; padding: 2px;">(b)(6);</span>  Email: <span style="border: 1px solid black; padding: 2px;">(b)(6);(b)(7)(C)</span></p> <p>Alternate Contract Officer Representative:  <span style="border: 1px solid black; padding: 2px;">(b)(6);(b)(7)(C)</span>  Management and Program Analyst  DHS/ICE/HSI/IS&amp;M  500 12th Street, NW  Washington, DC 20024  Office: 202-732-<span style="border: 1px solid black; padding: 2px;">(b)(6);</span>  Email: <span style="border: 1px solid black; padding: 2px;">(b)(6);(b)(7)(C)</span></p> <p>Vendor:  Palantir Technologies, <span style="border: 1px solid black; padding: 2px;">(b)(6);(b)(7)(C)</span>  Office: 703.270.<span style="border: 1px solid black; padding: 2px;">(b)(6);</span>  Mobile: 781.248.<span style="border: 1px solid black; padding: 2px;">(b)(7)(</span>  Fax: 650.618.2665  Email: <span style="border: 1px solid black; padding: 2px;">(b)(6);(b)(7)(C)</span></p>				

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