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| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1 CONTRACT ID CODE | PAGE OF PAGES 1 2 |
| 2 AMENDMENT/MODIFICATION NO. P00006 | 3 EFFECTIVE DATE See Block 16C | 4 REQUISITION/PURCHASE REQ. NO 192114VHQ6ISI0039 | 5. PROJECT NO. (If applicable) |
| 6 ISSUED BY ICE/Info Tech Svs/IT Services Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, (b)(6)(b)(7)(C) Washington DC 20536 | CODE ICE/TC/IT SERVICE | 7. ADMINISTERED BY (If other than Item 6) ICE/Info Tech Svs/IT Services Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, (b)(6)(b)(7)(C) Attn: (b)(6)(b)(7)(C) Washington DC 20536 | CODE ICE/TC/IT SERVICES |
| 8 NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PALANTIR TECHNOLOGIES INC 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 GS-35F-0086U HSCETC-13-F-00030 | 10B DATED (SEE ITEM 13) 06/13/2013 |

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)
 RAF1414-014 T4 10-26-00-000 15-05-0400-05-00-00-00 GE-31-15-00-000000

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 | 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 hereby do the following:

1. Add CLIN 1008: Palantir Gotham FFP License Flat Rate Unlimited Cores. The period of performance for this CLIN is 9/30/2014-3/13/2015. As a result of this modification, the obligated contract value is increased by (b)(4)
2. Incorporate the revised Performance Work Statement (PWS) dated September 11, 2014.
3. Incorporate the Palantir License and Services Agreement (LSA). The PWS takes precedence over the LSA for the required scope of work.

Continued ...

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

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|---|--|
| 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) |
| 15C DATE SIGNED 9/22/2014 | 16C DATE SIGNED 9-23-14 |

NSN 7540-01-152-8070
Previous edition unusable

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 GS-35F-0086U/HSCETC-13-F-00030/P00006

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 2 2

NAME OF OFFEROR OR CONTRACTOR
 PALANTIR TECHNOLOGIES INC

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| 1008 | <p>As a result of this modification, the total contract value is increased by (b)(4) from (b)(4)</p> <p>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: 06/14/2013 to 03/13/2015</p> <p>Add Item 1008 as follows:</p> <p>OPTION PERIOD 1: PALANTIR GOTHAM FFP LICENSE FLAT RATE FOR UNLIMITED CORES</p> <p>Period of Performance: 09/30/2014 to 03/13/2015</p> <p>All other terms and conditions remain unchanged.</p> <p>Any questions regarding this modification, contact: Contracting Officer: (b)(6):(b)(7)(C) 202-732-(b)(6):(b)(7)(C) COR: (b)(6):(b)(7)(C) 202-732-(b)(6):(b)(7)(C) Vendor POC: (b)(6):(b)(7)(C) 703-270-(b)(6):(b)(7)(C)</p> | 1 | EA | (b)(4) | |

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. 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 Gotham FFP License" means a license to the Products to be used in perpetuity on the ICE Falcon enterprise instance of Palantir for an unlimited number of server cores on the terms and subject to the conditions set forth in this Agreement and pursuant to the applicable mutually agreed upon Performance Work Statement ("PWS"). For the avoidance of doubt, the PWS takes precedence over this agreement with respect to the required scope of work.

1.2 "Product" means Palantir's proprietary commercial Palantir Gotham software product(s) specified in the Order (and any related purchase orders, statements of work, or amendments, in each case incorporated into this Agreement) or provided in connection with this Agreement.

1.3 "Upgrades" mean 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 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 license, without any right to sublicense, to install, execute and use the Products and Upgrades solely for its mission-related purposes, and only (i) in accordance with the technical specification documentation provided to Customer by Palantir ("Documentation"); and (ii) on the ICE FALCON system as specified in an annual statement of work to be mutually agreed to by the parties and any modifications thereto. The annual statements of work will specify any deliverables Palantir will provide during the applicable period. For the avoidance of doubt, if the Customer declines to obtain annual support services/Operations and Maintenance ("O&M") at any time, the Customer shall have a perpetual license to the Products (as of the date annual support services/O&M terminated) in accordance with the terms and conditions of this Agreement, but Palantir shall have no further obligations to provide any additional Upgrades or

O&M to Customer. Unless otherwise stated in an applicable Performance Work Statement, Customer will be responsible, at its own cost and expense, for the procurement and maintenance of all necessary hardware, including, without limitation, servers needed to fully operate and support the Product. Unless otherwise agreed to in writing by the parties in an applicable Statement of Work, database licenses are not included and Customer will be responsible for payment and licensing of any required Oracle database licenses.

3. Ownership. Except for the license rights expressly provided herein, Palantir retains all rights, title and interest in and to the Products, Upgrades, Documentation, and any other related documentation, software, 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 right to the Products and Upgrades, notwithstanding any reference to the terms "purchase", "customer", or "unlimited" herein. The Products and Upgrades are 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.

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 or Upgrade (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 or Upgrades for the benefit of any third party, who is not authorized by the Customer for access to the ICE FALCON system; (iii) list or otherwise display or copy any object code of any Product or Upgrade; (iv) copy any Product or Upgrade (or component thereof), except that Customer may make a reasonable number of copies of the Products and/or Documentation solely for backup, archival or disaster recovery purposes; (v) develop any

improvement, modification or derivative work thereof or include a portion thereof in any other equipment or item; (vi) allow the transfer, transmission, export, or re-export of any Product or Upgrade (or any portion thereof) or any Palantir technical data; or (vii) 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 Application Program Interface ("APIs"). All the limitations and restrictions on Products in this Agreement also apply to Documentation.

5. Confidentiality. To the extent allowed under applicable law (e.g. The Freedom of Information Act, 5 USC 552), 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 and Upgrades, (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.

6. Payment and Delivery. Customer shall pay Palantir the total amount set forth in the applicable Task Order. Subject to the Prompt Payment Act, 5 C.F.R. 1315, payment shall be made in the currency set forth on the invoice via check or wire transfer to an account designated by Palantir and shall be due within thirty (30) days after the date of issuance of Palantir's invoice. Products and Upgrades 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. Operations and Maintenance Services. Subject to payment of the applicable Task Order, Palantir shall use commercially reasonable efforts to provide Customer with O&M Services (as provided for in Attachment A) in accordance with and subject to Palantir's standard O&M services terms and conditions ("O&M Services") for the period of time specified in the applicable Task Order ("O&M Services Period"). If Customer fails to pay by the end of the then-current O&M Period, Customer shall be deemed to have cancelled O&M Services and Palantir shall no longer provide Customer with O&M Services (including Upgrades) and shall have no further obligations to the Customer regarding the Palantir Gotham FFP License. Customer may reinstate O&M Services after a period in which it was cancelled, provided (i) Palantir then offers O&M Services, and (ii) in order to receive Upgrades which Customer had not received due to cancellation, Customer pays Palantir the current year's O&M Services fee and any O&M Services fees that would have been payable during the period during which O&M Services were cancelled.

8. Professional Services. In addition to the O&M Services discussed above, if specified in the applicable task order or performance work statement, Palantir may provide Customer with additional services specified thereon ("Professional Services").

9. Government Matters. The Product, Upgrades, O&M Services and Professional Services created by Palantir are "commercial items" as defined at 48 C.F.R. 2.101, consisting of commercial computer software, commercial computer software documentation and commercial services. Since Customer or end user is a U.S. governmental entity, then Customer acknowledges and agrees that its (i) use, duplication, reproduction, release, modification, disclosure, or transfer of the Products, Upgrades and any related documentation of any kind, including, without limitation, technical data and manuals, will be subject to the terms and conditions of this Agreement in accordance with Federal Acquisition Regulation ("FAR") Parts 12.212 and 52.227-19 as applicable; (ii) the Products, Upgrades and documentation were developed fully at private expense and (iii) all other use of the Products, Upgrades and documentation except in accordance with the license grant provided herein is strictly prohibited.

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

10.1 This Agreement will remain in effect in perpetuity, including in the event Palantir is subject to a change in ownership through acquisition, merger, or any other corporate event, unless otherwise terminated as provided herein. This Agreement may be terminated by Customer without cause upon at least thirty (30) days prior written notice to Palantir.

10.2 Termination or expiration does not affect either party's rights or obligations that accrued prior to the effective date of termination or expiration (including without limitation, payment obligations). Sections 3, 4, 5 (but only for the period of time specified therein), 6, 9, 10.2, 10.3, 11, 12.2, 13 and 14 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 indemnify and hold harmless Customer from and against damages, costs, and attorneys' fees, if any, finally awarded 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 twenty (20) days of Customer receiving notice of such claim. For the avoidance of doubt, the US Government attorneys shall solely control any litigation covered under this clause. If Customer's use of any of the Products are, or in Palantir's opinion is likely to be, enjoined due to the type of infringement specified above, or if required by settlement, 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 for Palantir licenses, 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, or, Palantir Cloud and Term licenses, refund to Customer a pro-rated portion of the license fee paid that reflects the remaining portion of the Term at the time of termination. 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; (5) to any superseded release of the *Palantir Technologies Inc.*

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Products if the infringement would have been avoided by the use of a current release of the Products that Palantir has provided to Customer prior to the date of the alleged infringement; or (6) to any third party software code contained within the Products. THIS SECTION SETS FORTH PALANTIR'S SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

12. Palantir Limited Warranty and Disclaimer.

12.1 In addition to any warranties or obligations included in the PWS, Palantir warrants for a period of one hundred twenty days (120) 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 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 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.

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 of this Agreement, THE PRODUCTS AND SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY OTHER WARRANTIES OF ANY KIND AND PALANTIR AND ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES, BOTH EXPRESS AND IMPLIED, ORAL OR WRITTEN, RELATING TO THE PRODUCTS AND ANY SERVICES PROVIDED HEREUNDER OR SUBJECT MATTER OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, TITLE OR FITNESS FOR A PARTICULAR PURPOSE. .

13. Limitation of Liability.

13.1 EXCEPT FOR ANY AMOUNTS

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AWARDED TO THIRD PARTIES ARISING UNDER SECTION 11 OF THIS AGREEMENT, AND EXCEPT FOR BODILY INJURY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, 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, 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. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

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. This Agreement is incorporated into the Government contract documents. 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.

13.2 EXCEPT FOR ANY AMOUNTS AWARDED TO THIRD PARTIES ARISING UNDER SECTION 11 OF THIS AGREEMENT, AND EXCEPT FOR BODILY INJURY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, 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 SUMS PAID TO PALANTIR BY CUSTOMER HEREUNDER. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

14. Miscellaneous. Neither this Agreement nor the licenses granted hereunder are assignable or transferable by Customer; any attempt to do so shall be void. Palantir may assign this Agreement in whole or in part with notice to and approval of the Customer. Any notice, report, approval or consent required or permitted hereunder shall be in writing and sent by first class U.S. mail, confirmed facsimile, a U.S. government email system with Read Receipt or major commercial rapid delivery courier service to the address specified in the Order. 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.

Palantir Technologies Inc.
650.494.1574

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Attachment A- PALANTIR O&M/SUPPORT SERVICES

1a. For the avoidance of doubt, this Attachment A supplements the PWS O&M requirements, and does not replace it. The services referenced herein are provided by Palantir's general technical support team, which supplement the O&M provided by Palantir under the ICE PWS.

1b. **SUPPORT SERVICES.** Support Services consist of (a) Error Correction and Technical Support provided to the Customer's 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 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 or other Palantir-trained personnel 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 engineers or other trained personnel, on site at Customer's facilities.
- **P1 Errors** - Palantir shall promptly commence the following procedures: (i) assigning Palantir engineers or other Palantir-trained personnel 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 engineers or other trained personnel 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.

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; or (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.

In addition, this support 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.

5.1 Customer will back up Palantir files and associated databases regularly.

5.2 Customer will follow the Upgrade Guide and other instructions provided by Palantir when upgrading Product.

5.3 Customer will test Major Releases, Minor Releases and Hotfixes in a staging environment before deploying the Major Release, Minor Release or Hotfix 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 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.
- "Technical Support" means technical support assistance provided by Palantir via email, telephone or other means provided by Palantir in its discretion 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.

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| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE | PAGE OF PAGES 1 3 |
| 2. AMENDMENT/MODIFICATION NO. P00007 | 3. EFFECTIVE DATE 03/13/2015 | 4. REQUISITION/PURCHASE REQ. NO. 192115VHQ6ISI0007 | 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) ICE/Info Tech Svs/IT Services Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, (b)(6);(b)(7)(C) Attn: (b)(6);(b)(7)(C) Washington DC 20536 | CODE ICE/TC/IT SERVICES |
| 8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) PALANTIR TECHNOLOGIES INC 100 HAMILTON AVENUE SUITE 300 PALO ALTO CA 943011650 | | (x) 9A. AMENDMENT OF SOLICITATION NO. | |
| CODE 3621309520000 FACILITY CODE | | x 10A. MODIFICATION OF CONTRACT/ORDER NO. GS-35F-00860 HSCE/TC-13-F-00030 | |
| | | 10B. DATED (SEE ITEM 13) 06/13/2013 | |

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

Net Increase:

(b)(4)

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: |
| X | D. OTHER (Specify type of modification and authority) 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 hereby extend the period of performance for one (1) month (03/14/2015 - 04/13/2015). Option Period Two CLINs 2001, 2006 and 2007 are only exercised during this period of performance.

The Government and vendor reserve the right to continue services through bilateral modifications for the remainder of Option Period Two.

As a result of this modification, the obligated contract value is increased by \$483,044.52 from (b)(4)

Continued ...

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

| | | |
|------------------------------|--|-------------------------------|
| 15. DATE SIGNED 3/13/2015 | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6);(b)(7)(C) | 16C. DATE SIGNED 3/13/2015 |
|------------------------------|--|-------------------------------|

NSN 7540-01-152-8070
Previous edition unusable

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
GS-35F-0086U/HSCETC-13-F-00030/P00007

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2 3

NAME OF OFFEROR OR CONTRACTOR
PALANTIR TECHNOLOGIES INC

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| 2001 | <p>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: 06/14/2013 to 04/13/2015</p> <p>Change Item 2001 to read as follows (amount shown is the obligated amount):</p> <p>Option Year 2 (3/14/15 to 3/13/16)</p> <p>OPTION TWO: Annual Support and Maintenance for 1 Palantir Gotham License, per server core. (Deployed in support of FALCON)</p> <p>Accounting Info: (b)(4);(b)(7)(E)</p> | -63 | EA | (b)(4) | |
| 2006 | <p>Change Item 2006 to read as follows (amount shown is the obligated amount):</p> <p>OPTION TWO: Annual Support and Maintenance for 1 Palantir Gotham License, per server core. (Deployed in support of DARTTS.)</p> <p>Accounting Info: (b)(4);(b)(7)(E)</p> | -175 | EA | (b)(4) | |
| | <p>Change Item 2007 to read as follows (amount shown is the obligated amount):</p> <p>Continued ...</p> | | | | |

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 GS-35F-0086U/HSCETC-13-F-00030/P00007

PAGE OF
 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) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| 2007 | <p>OPTION TWO: Annual Support and Maintenance for 1 Palantir Gotham License, per server core. (Deployed in support of EID.)</p> <p>Accounting Info: (b)(4),(b)(7)(E)</p> <p>All other terms and conditions remain unchanged.</p> <p>Any questions regarding this modification, contact: Contracting Officer: (b)(6)(b)(7)(C) 202-732-(b)(6)(C) COR: (b)(6)(b)(7)(C) 202-732-(b)(6)(C) Vendor POC: (b)(6)(b)(7)(C) 703-270-(b)(6)(C)</p> | -79 | EA | (b)(4) | |

| | | | |
|--|---|---|--|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE | PAGE OF PAGES 1 3 |
| 2. AMENDMENT/MODIFICATION NO. P00008 | 3. EFFECTIVE DATE 04/10/2015 | 4. REQUISITION/PURCHASE REQ NO. 192115VHQ6ISI0010 | 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) ICE/Info Tech Svs/IT Services Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, (b)(6)/(b)(7)(C) Attn: (b)(6)/(b)(7)(C) Washington DC 20536 | CODE ICE/TC/IT SERVICE |
| 8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) PALANTIR TECHNOLOGIES INC 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. GS-35F-00860 HSCETC-13-F-00030 | 10B. DATED (SEE ITEM 13) 06/13/2013 |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS | | | |
| <input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> 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 | | Net Increase: | (b)(4) |
| 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 _____ | | |
| X | D. OTHER (Specify type of modification and authority) FAR 52.212-4(c) Changes | | |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> 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 extend the period of performance for one (1) month (04/14/2015 - 05/13/2015). Option Period Two CLINs 2001, 2006 and 2007 are only exercised during this period of performance. | | | |
| The Government and vendor reserve the right to continue services through bilateral modifications for the remainder of Option Period Two. | | | |
| As a result of this modification, the obligated contract value is increased by \$483,588.81 from (b)(4) | | | |
| Continued ... | | | |
| Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect | | | |
| 15A. NAME AND TITLE OF SIGNER (Type or print) (b)(6);(b)(7)(C) | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6);(b)(7)(C) | |
| 15C. DATE SIGNED April 10, 2015 | | 16C. DATE SIGNED 4-10-15 | |

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 GS-35F-0086U/HSCETC-13-F-00030/P00008

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 2 3

NAME OF OFFEROR OR CONTRACTOR
 PALANTIR TECHNOLOGIES INC

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| 2001 | <p>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: 06/14/2013 to 05/13/2015</p> <p>Change Item 2001 to read as follows (amount shown is the obligated amount):</p> <p>Option Year 2 (3/14/15 to 3/13/16)</p> <p>OPTION TWO: Annual Support and Maintenance for 1 Palantir Gotham License, per server core. (Deployed in support of FALCON)</p> <p>Accounting Info: (b)(4);(b)(7)(E)</p> | 1 | EA | (b)(4) | |
| 2006 | <p>Change Item 2006 to read as follows (amount shown is the obligated amount):</p> <p>OPTION TWO: Annual Support and Maintenance for 1 Palantir Gotham License, per server core. (Deployed in support of DARTTS)</p> <p>Accounting Info: (b)(4);(b)(7)(E)</p> | 1 | EA | (b)(4) | |

Continued ...

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
GS-35F-0086U/HSCETC-13-F-00030/P00008

PAGE OF
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) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| 2007 | <p>(b)(4);(b)(7)(E)</p> <p>Change Item 2007 to read as follows (amount shown is the obligated amount):</p> <p>OPTION TWO: Annual Support and Maintenance for 1 Palantir Gotham License, per server core. (Deployed in support of EID)</p> <p>Accounting Info: (b)(4);(b)(7)(E)</p> <p>All other terms and conditions remain unchanged.</p> <p>Any questions regarding this modification, contact: Contracting Officer: (b)(6);(b)(7)(C) 202-732-(b)(6);(7)(C) COR: (b)(6);(b)(7)(C) 202-732-(b)(6);(7)(C) Vendor POC: (b)(6);(b)(7)(C) 703-270-(b)(6);(7)(C)</p> | 1 | EA | (b)(4) | |

2 AMENDMENT/MODIFICATION NO. 3 EFFECTIVE DATE 4 REQUISITION/PURCHASE REQ. NO. 5 PROJECT NO. (If applicable)
 P00009 05/13/2015 192115VHQ6ISI0015

6 ISSUED BY CODE ICE/ITD 7 ADMINISTERED BY (If other than Item 6) CODE ICE/TC/IT SERVICES
 ICE/Information Technology Division ICE/Info Tech Svs/IT Services
 Immigration and Customs Enforcement Immigration and Customs Enforcement
 Office of Acquisition Management Office of Acquisition Management
 801 I Street NW, (b)(6);(b)(7)(C) 801 I Street NW, (b)(6);(b)(7)(C)
 Washington DC 20536 Attn: (b)(6);(b)(7)(C)
 Washington DC 20536

8 NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) (x) 9A AMENDMENT OF SOLICITATION NO.
 PALANTIR TECHNOLOGIES INC
 100 HAMILTON AVENUE
 SUITE 300
 PALO ALTO CA 943011650
 9B DATED (SEE ITEM 11)
 X 10A MODIFICATION OF CONTRACT/ORDER NO.
 GS-35F-0086U
 HSCETC-13-F-00030
 10B DATED (SEE ITEM 13)
 06/13/2013
 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 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 extend the period of performance for two (2) weeks (05/14/2015 - 5/27/2015). Option Period Two CLINs 2001, 2006 and 2007 are only exercised during this period of performance.

The Government and vendor reserve the right to continue services through bilateral modifications for the remainder of Option Period Two.

As a result of this modification, the obligated contract value is increased by (b)(4) from \$ (b)(4)

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

15A NAME AND TITLE OF SIGNER (Type or print) 16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 (b)(6);(b)(7)(C) (b)(6);(b)(7)(C)
 15C DATE SIGNED 16C DATE SIGNED
 May 13, 2015 5-13-15

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 GS-35F-0086U/HSCETC-13-F-00030/P00009

PAGE OF
 2 3

NAME OF OFFEROR OR CONTRACTOR
 PALANTIR TECHNOLOGIES INC

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| 2001 | <p>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: 06/14/2013 to 05/27/2015</p> <p>Change Item 2001 to read as follows (amount shown is the obligated amount):</p> <p>Option Year 2 (3/14/15 to 3/13/16)</p> <p>OPTION TWO: Annual Support and Maintenance for 1 Palantir Gotham License, per server core. (Deployed in support of FALCON)</p> <div data-bbox="203 861 868 1386" style="border: 1px solid black; padding: 5px;">(b)(4);(b)(7)(E)</div> | 1 | EA | (b)(4) | |
| 2006 | <p>Change Item 2006 to read as follows (amount shown is the obligated amount):</p> <p>OPTION TWO: Annual Support and Maintenance for 1 Palantir Gotham License, per server core. (Deployed in support of DARTTS)</p> <p>Accounting Info: (b)(4);(b)(7)(E)</p> <div data-bbox="203 1680 868 1785" style="border: 1px solid black; padding: 5px;">(b)(4);(b)(7)(E)</div> | 1 | EA | (b)(4) | |

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
GS-35F-0086U/HSCETC-13-F-00030/P00009

PAGE 3 OF 3

NAME OF OFFEROR OR CONTRACTOR
PALANTIR TECHNOLOGIES INC

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| 2007 | <p>(b)(4);(b)(7)(E)</p> <p>Change Item 2007 to read as follows (amount shown is the obligated amount):</p> <p>OPTION TWO: Annual Support and Maintenance for 1 Palantir Gotham License, per server core. (Deployed in support of EID)</p> <p>Accounting Info: (b)(4);(b)(7)(E)</p> <p>All other terms and conditions remain unchanged.</p> <p>Any questions regarding this modification, contact: Contracting Officer: (b)(6);(b)(7)(C), 202-732-(b)(6) COR: (b)(6);(b)(7)(C) 202-732-(b)(6) Vendor POC: (b)(6);(b)(7)(C) 703-270-(b)(6)</p> | 1 | EA | (b)(4) | (b)(4) |

FALCON Operations & Maintenance Support
Performance Work Statement

| | |
|-------|--|
| SEN | Significant Event Notification |
| SLA | Service Level Agreement |
| SLM | System Lifecycle Management |
| SOP | Standard Operating Procedure |
| SOW | Statement of Work |
| SRD | System Requirements Document |
| SW | Software |
| TAIS | Telecommunications and Automated Information Systems |
| TLS | Telephone Linking System |
| TMP | Transition Management Plan |
| TO | Task Order |
| TRM | Technical Reference Model |
| TS | Top Secret |
| UAT | User Acceptance Testing |
| USCIS | United States Citizenship and Immigration Services |
| VPN | Virtual Private Network |

Special Terms and Conditions

A. Federal Acquisition Regulation (FAR) clauses that are pertinent to this task order and are hereby incorporated by reference.

- FAR 52.202-1** **DEFINITIONS (JAN 2012)**
- FAR 52.204-2** **SECURITY REQUIREMENTS (AUG 1999)**
- FAR 52.204-4** **PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)**
- FAR 52.204-9** **PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)**
- FAR 52.204-12** **DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)**
- FAR 52.204-13** **CENTRAL CONTRACTOR REGISTRATION MAINTENANCE (DEC 2012)**
- FAR 52.212-4** **CONTRACT TERMS AND CONDITIONS (FEB 2012)**
- FAR 52.217-8** **OPTION TO EXTEND SERVICES (FEB 2012)**
- FAR 52.227-19** **COMMERCIAL COMPUTER SOFTWARE LICENSE (DEC 2007)**
- FAR 52.228-5** **INSURANCE-WORK ON GOVERNMENT INSTALLATION (JAN 1997)**
- FAR 52.229-3** **FEDERAL, STATE, AND LOCAL TAXES (FEB 2013)**
- FAR 52.232-1** **PAYMENTS (APR 1984)**
- FAR 52.232-8** **DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)**
- FAR 52.232-11** **EXTRAS (APR 1984)**
- FAR 52.245-1** **GOVERNMENT PROPERTY ALTERNATE I (APR 2012)**
- FAR 52.245-9** **USE AND CHARGES (APR 2012)**

The clauses incorporated by reference outlined above are with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of these clauses may be accessed electronically at

(b)(7)(E)

Immigration and Customs Enforcement:

Special Terms and Conditions

B. Federal Acquisition Regulation (FAR) clauses that are pertinent to this task order and are provided in full text.

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (JAN 2013)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
 ___ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- ___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).
- (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- ___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).
- (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (31 U.S.C. 6101 note).
- (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).
- (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Public Law 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).
- ___ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

Special Terms and Conditions

- ___ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
- ___ (11) [Reserved]
- ___ (12) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).
- ___ (ii) Alternate I (Nov 2011).
- ___ (iii) Alternate II (Nov 2011).
- ___ (13) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (Oct 1995) of 52.219-7.
- ___ (iii) Alternate II (Mar 2004) of 52.219-7.
- ___ (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).
- ___ (15) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637 (d)(4).)
- ___ (ii) Alternate I (Oct 2001) of 52.219-9.
- ___ (iii) Alternate II (Oct 2001) of 52.219-9.
- ___ (iv) Alternate III (July 2010) of 52.219-9.
- ___ (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- ___ (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- ___ (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (19) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (June 2003) of 52.219-23.
- ___ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (21) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- ___ (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) (15 U.S.C. 632(a)(2)).
- ___ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) (15 U.S.C. 637(m)).
- ___ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) (15 U.S.C. 637(m)).
- ___ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

Special Terms and Conditions

(27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).

(28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(30) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

(33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

(34) 52.222-54, Employment Eligibility Verification (Jul 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

(37) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

(ii) Alternate I (Dec 2007) of 52.223-16.

(38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011).

(39) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).

(40) (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Nov 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

(ii) Alternate I (Mar 2012) of 52.225-3.

(iii) Alternate II (Mar 2012) of 52.225-3.

(iv) Alternate III (Nov 2012) of 52.225-3.

(41) 52.225-5, Trade Agreements (Nov 2012) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

(42) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

Special Terms and Conditions

___ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003) (31 U.S.C. 3332).

___ (48) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

___ (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

(50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (51) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

(1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

(7) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495).

___ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).

___ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

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Special Terms and Conditions

(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), (41 U.S.C. 351, *et seq.*)

Special Terms and Conditions

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

____ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*)

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*)

(xii) 52.222-54, Employment Eligibility Verification (Jul 2012).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

FAR 52.217-8 OPTION TO EXTEND SERVICES (FEB 2012)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor **30 calendar days** prior to the end of the current period of performance.

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within **30 calendar days**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60 days** before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **four (4) years and nine (9) months**.

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FAR 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond **March 13, 2014**. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond **March 13, 2014**, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

C. Homeland Security Acquisition Regulation (HSAR) clauses that are pertinent to this task order and are provided in full text.

HSAR 3052.204-70 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (JUN 2006)

(a) The Contractor shall be responsible for Information Technology (IT) security for all systems connected to a DHS network or operated by the Contractor for DHS, regardless of location. This clause applies to all or any part of the contract that includes information technology resources or services for which the Contractor must have physical or electronic access to sensitive information contained in DHS unclassified systems that directly support the agency's mission.

(b) The Contractor shall provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract.

(1) Within **30 calendar days** after contract award, the contractor shall submit for approval its IT Security Plan, which shall be consistent with and further detail the approach contained in the offeror's proposal. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.

(2) The Contractor's IT Security Plan shall comply with Federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.); the Government Information Security Reform Act of 2000; and the Federal Information Security Management Act of 2002; and with Federal policies and procedures that include, but are not limited to, OMB Circular A-130.

(3) The security plan shall specifically include instructions regarding handling and protecting sensitive information at the Contractor's site (including any information stored, processed, or transmitted using the Contractor's computer systems), and the secure management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.

(c) Examples of tasks that require security provisions include--

Special Terms and Conditions

- (1) Acquisition, transmission or analysis of data owned by DHS with significant replacement cost should the contractor's copy be corrupted; and
- (2) Access to DHS networks or computers at a level beyond that granted the general public (e.g., such as bypassing a firewall).
- (d) At the expiration of the contract, the contractor shall return all sensitive DHS information and IT resources provided to the contractor during the contract, and certify that all non-public DHS information has been purged from any contractor-owned system. Components shall conduct reviews to ensure that the security requirements in the contract are implemented and enforced.
- (e) Within 6 months after contract award, the contractor shall submit written proof of IT Security accreditation to DHS for approval by the DHS Contracting Officer. Accreditation will proceed according to the criteria of the DHS Sensitive System Policy Publication, 4300A (Version 2.1, July 26, 2004) or any replacement publication, which the Contracting Officer will provide upon request. This accreditation will include a final security plan, risk assessment, security test and evaluation, and disaster recovery plan/continuity of operations plan. This accreditation, when accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document. The contractor shall comply with the approved accreditation documentation.

HSAR 3052.204-71 CONTRACTOR EMPLOYEE ACCESS - ALTERNATE I (JUN 2006)

(a) *Sensitive Information*, as used in this Chapter, means any information, the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely affect the national or homeland security interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated

by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

Attachment 3

Special Terms and Conditions

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the contractor to prohibit individuals from working on the contract if the government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those contractor employees authorized access to sensitive information, the contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

(g) Before receiving access to IT resources under this contract the individual must receive a security briefing, which the Contracting Officer's Technical Representative (COTR) will arrange, and complete any nondisclosure agreement furnished by DHS.

(h) The contractor shall have access only to those areas of DHS information technology resources explicitly stated in this contract or approved by the COTR in writing as necessary for performance of the work under this contract. Any attempts by contractor personnel to gain access to any information technology resources not expressly authorized by the statement of work, other terms and conditions in this contract, or as approved in writing by the COTR, is strictly prohibited. In the event of violation of this provision, DHS will take appropriate actions with regard to the contract and the individual(s) involved.

(i) Contractor access to DHS networks from a remote location is a temporary privilege for mutual convenience while the contractor performs business for the DHS Component. It is not a right, a guarantee of access, a condition of the contract, or Government Furnished Equipment (GFE).

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(j) Contractor access will be terminated for unauthorized use. The contractor agrees to hold and save DHS harmless from any unauthorized use and agrees not to request additional time or money under the contract for any delays resulting from unauthorized use or access.

(k) Non-U.S. citizens shall not be authorized to access or assist in the development, operation, management or maintenance of Department IT systems under the contract, unless a waiver has been granted by the Head of the Component or designee, with the concurrence of both the Department's Chief Security Officer (CSO) and the Chief Information Officer (CIO) or their designees. Within DHS Headquarters, the waiver may be granted only with the approval of both the CSO and the CIO or their designees. In order for a waiver to be granted:

(1) The individual must be a legal permanent resident of the U. S. or a citizen of Ireland, Israel, the Republic of the Philippines, or any nation on the Allied Nations List maintained by the Department of State;

(2) There must be a compelling reason for using this individual as opposed to a U. S. citizen; and

(3) The waiver must be in the best interest of the Government.

52-6 06-01-2006 HSAR

(l) Contractors shall identify in their proposals the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of non-U.S. citizens after contract award shall also be reported to the contracting officer.

HSAR 3052.228-70 INSURANCE (DEC 2003)

In accordance with the clause entitled "Insurance - Work on a Government Installation" [*or Insurance - Liability to Third Persons*] in Section I, insurance of the following kinds and minimum amounts shall be provided and maintained during the period of performance of this contract:

(a) Worker's compensation and employer's liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(a).

(b) General liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(b).

(c) Automobile liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(c).

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

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2. AMENDMENT/MODIFICATION NO.

P00001

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

192113VHQ6IS10046

5. PROJECT NO. (if applicable)

6. ISSUED BY

CODE

ICE/TC/IT SERVICE.

ICE/Info Tech Svs/IT Services
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street NW, (b)(6)/(b)(7)(C)
Washington DC 20536

7. ADMINISTERED BY (if other than Item 6)

CODE

ICE/TC/IT SERVICES

ICE/Info Tech Svs/IT Services
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street NW, (b)(6)/(b)(7)(C)
Attn: (b)(6)/(b)(7)(C)
Washington DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

PALANTIR TECHNOLOGIRS INC
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.
GS-35F-0086U

HSCETC-13-F-00030

10B. DATED (SEE ITEM 13)

06/13/2013

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 ATTACHMENT A

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).

x

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

Pursuant to authority of FAR 8.405-6(a)(1)(i)(B) and FAR 8.405-6(b)(1).

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not is required to sign this document and return _____ 0 _____ 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

Exempt Action: N

This modification obligates funding and purchases additional licenses and operations and maintenance support services to the existing FALCON task order to cover the base period and all option periods. These additional licenses, to include all recommended hardware, will provide for the inclusion of the DARTTS, EID, and other datasets into the FALCON system as outlined in the revised performance work statement and vendor price quote attached hereto and made a part of this modification. See attached.

LIST OF CHANGES:

Total Amount for this Modification: (b)(4)

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A (b)(6)/(b)(7)(C)

15A. NAME AND TITLE OF SIGNER (Type or print)

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

DATE SIGNED

(Signature of person authorized to sign)

(REV. 10-83)

NSN 7540-01-152-8070
Previous edition unusable

FAR (48 CFR) 53.243

9/27/13

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 GS-35F-0086U/HSCETC-13-F-00030/P00001

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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) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| | New Total Amount for this Award: \$36,780,314.55 Obligated Amount for this Modification: (b)(4) New Total Obligated Amount for this Award: (b)(4) Period of Performance: 06/14/2013 to 03/13/2014 Add Item 0002 as follows: | | | | |
| 0002 | PT-PG-00C001 Palantir Gotham Perpetual License, per server core. No additional user licenses required. Includes initial year O&M. Deployed in support of DARTTS. This is a firm-fixed price CLIN for 176 Palantir Gotham Perpetual Licenses and annual support and maintenance for six months to support the inclusion of the DARTTS dataset from 9/27/2013 to 3/13/2014. Add Item 1006 as follows: | 176 | EA | (b)(4) | |
| 1006 | PT-PG-100001 Annual Support and Maintenance for 1 Palantir Gotham License, per server core. Deployed in support of DARTTS. This is a firm-fixed price CLIN for annual support and maintenance of 176 Palantir Gotham Licenses from 3/14/2014 to 3/13/2015. (Option Line Item) Add Item 1007 as follows: | 176 | EA | (b)(4) | |
| 1007 | PT-PG-00C001 Palantir Gotham Perpetual License, per server core. No additional user licenses required. Includes initial year O&M. Deployed in support of EID. This is a firm-fixed price CLIN for 80 Palantir Gotham Perpetual Licenses and annual support and maintenance for the inclusion of the EID dataset from 3/14/2014 to 3/13/2015. (Option Line Item) Add Item 2006 as follows: | 80 | EA | (b)(4) | |
| 2006 | PT-PG-100001 Annual Support and Maintenance for 1 Palantir Gotham License, per server core. Deployed in support of DARTTS. This is a firm-fixed price CLIN for annual support and maintenance of 176 Palantir Gotham Licenses from 3/14/2015 to 3/13/2016. (Option Line Item) Continued ... | 176 | EA | (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) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| | Add Item 2007 as follows: | | | | |
| 2007 | PT-PG-100001 Annual Support and Maintenance for 1 Palantir Gotham License, per server core. Deployed in support of EID. This is a firm-fixed price CLIN for annual support and maintenance of 80 Palantir Gotham Licenses from 3/14/2015 to 3/13/2016. (Option Line Item) | 80 | EA | (b)(4) | |
| | Add Item 3006 as follows: | | | | |
| 3006 | PT-PG-100001 Annual Support and Maintenance for 1 Palantir Gotham License, per server core. Deployed in support of DARTTS. This is a firm-fixed price CLIN for annual support and maintenance of 176 Palantir Gotham Licenses from 3/14/2016 to 3/13/2017. (Option Line Item) | 176 | EA | (b)(4) | |
| | Add Item 3007 as follows: | | | | |
| 3007 | PT-PG-100001 Annual Support and Maintenance for 1 Palantir Gotham License, per server core. Deployed in support of EID. This is a firm-fixed price CLIN for annual support and maintenance of 80 Palantir Gotham Licenses from 3/14/2016 to 3/13/2017. (Option Line Item) | 80 | EA | (b)(4) | |
| | Add Item 4006 as follows: | | | | |
| 4006 | PT-PG-100001 Annual Support and Maintenance for 1 Palantir Gotham License, per server core. Deployed in support of DARTTS. This is a firm-fixed price CLIN for annual support and maintenance of 176 Palantir Gotham Licenses from 3/14/2017 to 3/13/2018. (Option Line Item) | 176 | EA | (b)(4) | |
| | Add Item 4007 as follows: | | | | |
| 4007 | PT-PG-100001 Annual Support and Maintenance for 1 Palantir Gotham License, per server core. Deployed in support of EID. This is a firm-fixed price CLIN for annual support and maintenance of 80 Palantir Gotham Licenses from 3/14/2017 to 3/13/2018. (Option Line Item) Continued ... | 80 | EA | (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) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| 5002 | <p>Add Item 5002 as follows:</p> <p>PT-PG-100001 Annual Support and Maintenance for 1 Palantir Gotham License, per server core. Deployed in support of DARTTS. This is a firm-fixed price CLIN for annual support and maintenance of 176 Palantir Gotham Licenses from 3/14/2018 to 9/13/2019. (Option Line Item)</p> | 176 | EA | (b)(4) | |
| 5003 | <p>Add Item 5003 as follows:</p> <p>PT-PG-100001 Annual Support and Maintenance for 1 Palantir Gotham License, per server core. Deployed in support of EID. This is a firm-fixed price CLIN for annual support and maintenance of 80 Palantir Gotham Licenses from 3/14/2018 to 9/13/2018. (Option Line Item)</p> | 80 | EA | (b)(4) | |

Contract: GS-35F-0086U (Palantir Technologies Inc)
 Task Order: HSCETC-13-F-00030
 Mod: P00001
 Title: FALCON Operations and Maintenance Support Services

Ceiling and Funding Information

| | <u>Prior to this action</u> | <u>This action</u> | <u>Total</u> |
|-------------------------------|-----------------------------|--------------------|--------------|
| Total Task Order Fixed Price | \$ (b)(4) | \$ (b)(4) | \$ (b)(4) |
| Total Obligated Funding | \$ | \$ | \$ |
| Task Order Ceiling w/ Options | \$ | \$ | \$ |

Period of Performance

Begins 6/14/2013 Ends 3/13/2014

Task Order Administration

Contracting Officer

(b)(6);(b)(7)(C)
 DHS/ICE/ITAD
 801 I St NW
 Washington, DC 20001
 Telephone: 202-732-(b)(6)
 Email: (b)(6);(b)(7)(C)

Contract Specialist

(b)(6);(b)(7)(C)
 DHS/ICE/ITAD
 801 I St NW
 Washington, DC 20001
 Telephone: 202-732-(b)(6)
 Email: (b)(6);(b)(7)(C)

Contracting Officer Representatives (COR/ACOR)

COR

(b)(6);(b)(7)(C)
 Management and Program Analyst
 DHS - ICE - HSI - IS&IM
 500 12th St NW
 Washington, DC 20024
 Telephone: 202-732-(b)(6)
 Email: (b)(6);(b)(7)(C)

ACOR

(b)(6);(b)(7)(C)
 Management and Program Analyst
 DHS - ICE - HSI - IS&IM
 500 12th St SW
 Washington, DC 20524
 Telephone: 202-732-(b)(6)
 Email: (b)(6);(b)(7)(C)

List of Attachments and Other Documents

| Attachment Number | Attachment Title | Date | Number of Pages | Cross Reference Materials | Document Version |
|-------------------|-------------------------|-----------|-----------------|---------------------------|------------------|
| 1 | Contract Administration | 9/27/2013 | 1 | | P00001 |
| 1 | Revised PWS | 9/27/2013 | 46 | | P00001 |
| 2 | Revised Price Quote | 9/27/2013 | 6 | | P00001 |

Contract: GS-35F-0086U (Palantir Technologies Inc)
Task Order: HSCETC-13-F-00030
Mod: P00001
Title: FALCON Operations and Maintenance Support Services

This modification:

1. Obligates funding and purchases additional licenses and operations and maintenance support services to the existing FALCON task order to cover the base period and all option periods. These additional licenses will provide for the inclusion of the DARITS, EID, and other datasets into the FALCON system as outlined in the revised performance work statement and revised vendor price quote attached hereto and made a part of this modification.
2. Invoicing and payment procedures are:

Invoicing Instructions:

Contractors shall use these procedures when submitting an invoice.

Invoice Submission:

- Primary method of submission is email. Invoices shall be submitted to:

(b)(6),(b)(7)(C)

Each email shall be in a .pdf format; contain only one (1) invoice and the subject line of the email will annotate the invoice number.

- Alternate method of submission is fax. Invoices shall be submitted to:

802-288-(b)(6)

Each fax shall have a cover sheet identifying point of contact, phone number and number of pages.

Note: The Contractor's Dunn and Bradstreet (D&B) DUNS number must be active in the System for Award Management (SAM) at (b)(7)(E)

Content of Invoices: Each invoice submission shall contain the following information:

- (i) Name and address of the Contractor. The name, address and DUNS number on the invoice MUST match the information in both the Contract/Agreement and the information in the SAM;
- (ii) Dunn and Bradstreet (D&B) DUNS number;
- (iii) Invoice date and invoice number;
- (iv) Agreement/Contract number, contract line item number and, if applicable, the order number;
- (v) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (vi) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vii) Terms of any discount for prompt payment offered;
- (viii) Remit to Address;
- (ix) Name, title, and phone number of person to notify in event of defective invoice;
- (x) Whether the invoice is "Interim" or "Final" and
- (xi) ICE program office designated on order/contract/agreement.

In accordance with Contract Clause, FAR 52.212-4(g)(1), Contract Terms and Conditions – Commercial Items, or FAR 52.232-25(a)(3), Prompt Payment, as applicable, the information identified above is required with each invoice submission.

Payment Inquiries: Questions regarding invoice submission or payment, please contact ICE Financial Operations at 1-877-491-6521 or by e-mail at (b)(6),(b)(7)(C)

Attachment 1

| Program Office Code ICE-HSI-DIV 06 LESIM/ISIM | | | | | | | | |
|---|-------------------|---|------|----------|---------------------------|----------------------------|------------------|---------------------------------------|
| Price Quote - Base Year (9/26/2013-3/13/2014) | | | | | | | | |
| CLIN | SIN / Part Number | Description | Unit | Quantity | GSA Unit Price (6 months) | Total GSA Price (6 months) | GSA Discount (%) | Total Price After Discount (6 Months) |
| 0002 | PT-PG-000001 | Palantir Gotham Perpetual License, per server core. No additional user licenses required. Includes initial year O&M. Deployed in support of DARTTS. | EACH | | | | | |
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| Total for Base Year: | | | | | | | | |

(b)(4)

Please fill in on the cells that are highlighted in "Yellow". The remaining cells will be calculated automatically.

| Program Office Code ICE-HSI-DIV 06 LESIM/ISIM | | | | | | | | |
|---|-------------------|--|------|----------|----------------|-----------------|------------------|----------------------------|
| Price Quote Option Year 1 (3/14/2014 - 3/13/2015) | | | | | | | | |
| CLIN | SIN / Part Number | Description | Unit | Quantity | GSA Unit Price | Total GSA Price | GSA Discount (%) | Total Price After Discount |
| 1006 | PT-PG-100001 | Annual Support and Maintenance for 1 Palantir Gotham License, per server core. Deployed in support of DARTTS. | EACH | (b)(4) | | | | |
| 1007 | PT-PG-000001 | Palantir Gotham Perpetual License, per server core. No additional user licenses required. Includes initial year O&M. Deployed in support of EID. | EACH | | | | | |
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| Total for Option Year 1: | | | | | | | | |

Please fill in on the cells that are highlighted in "Yellow". The remaining cells will be calculated automatically.

Palantir Technologies Inc.
HSCETE-13-Q-00124

003592

| Program Office Code ICE-HSI-DIV 06 LESIM/ISIM | | | | | | | | |
|---|-------------------|---|------|----------|----------------|-----------------|------------------|----------------------------|
| Price Quote Option Year 2 (3/14/2015 - 3/13/2016) | | | | | | | | |
| CLIN | SIN / Part Number | Description | Unit | Quantity | GSA Unit Price | Total GSA Price | GSA Discount (%) | Total Price After Discount |
| 2006 | PT-PG-100001 | Annual Support and Maintenance for 1 Palantir Gotham License, per server core. Deployed in support of DARTTS. | EACH | | | | | |
| 2007 | PT-PG-100001 | Annual Support and Maintenance for 1 Palantir Gotham License, per server core. Deployed in support of EID. | EACH | | | | | |
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| Total for Option Year 2: | | | | | | | | |

(b)(4)

Please fill in on the cells that are highlighted in "Yellow". The remaining cells will be calculated automatically.

EPIC-17-08-14-ICE-FOIA-20180920-7thInterim-Production-pt4

epic.org

| Program Office Code ICE-HSI-DIV 06 LESIM/ISIM | | | | | | | | |
|---|-------------------|---|------|----------|----------------|-----------------|------------------|----------------------------|
| Price Quote Option Year 3 (3/14/2016 - 3/13/2017) | | | | | | | | |
| CLIN | SIN / Part Number | Description | Unit | Quantity | GSA Unit Price | Total GSA Price | GSA Discount (%) | Total Price After Discount |
| 3006 | PT-PG-100001 | Annual Support and Maintenance for 1 Palantir Gotham License, per server core. Deployed in support of DARTTS. | EACH | (b)(4) | | | | |
| 3007 | PT-PG-100001 | Annual Support and Maintenance for 1 Palantir Gotham License, per server core. Deployed in support of EID. | EACH | | | | | |
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| Total for Option Year 3: | | | | | | | | |

Please fill in on the cells that are highlighted in "Yellow". The remaining cells will be calculated automatically.

| Program Office Code ICE-HSI-DIV 06 LESIM/ISIM | | | | | | | | |
|---|-------------------|---|------|----------|----------------|-----------------|------------------|----------------------------|
| Price Quote Option Year 4 (3/14/2017 - 3/13/2018) | | | | | | | | |
| CLIN | SIN / Part Number | Description | Unit | Quantity | GSA Unit Price | Total GSA Price | GSA Discount (%) | Total Price After Discount |
| 4006 | PT-PG-100001 | Annual Support and Maintenance for 1 Palantir Gotham License, per server core. Deployed in support of DARTTS. | EACH | | | | | |
| 4007 | PT-PG-100001 | Annual Support and Maintenance for 1 Palantir Gotham License, per server core. Deployed in support of EID. | EACH | | | | | |
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| Total for Option Year 4: | | | | | | | | |

(b)(4)

Please fill in on the cells that are highlighted in "Yellow". The remaining cells will be calculated automatically.

| Program Office Code ICE-HSI-DIV 06 LESIM/ISIM | | | | | | | | |
|---|-------------------|---|------|----------|----------------|-----------------|------------------|----------------------------|
| Price Quote 6-Month Extension (3/14/2018 - 9/13/2018) | | | | | | | | |
| CLIN | SIN / Part Number | Description | Unit | Quantity | GSA Unit Price | Total GSA Price | GSA Discount (%) | Total Price After Discount |
| 5002 | PT-PG-100001 | Annual Support and Maintenance for 1 Palantir Gotham License, per server core. Deployed in support of DARTTS. | EACH | | | | | |
| 5003 | PT-PG-100001 | Annual Support and Maintenance for 1 Palantir Gotham License, per server core. Deployed in support of EID. | EACH | | | | | |
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| Total for 6-Month Extension: | | | | | | | | |

(b)(4)

Please fill in on the cells that are highlighted in "Yellow". The remaining cells will be calculated automatically.

| TOTAL Price Quote | |
|------------------------|--------|
| Base Period | (b)(4) |
| Option Period 1 | |
| Option Period 2 | |
| Option Period 3 | |
| Option Period 4 | |
| FAR 52.217-8 Extension | |
| Total | |

ROUNDING ISSUE



U.S. Immigration
and Customs
Enforcement

~~For Official Use Only~~

FALCON OPERATIONS & MAINTENANCE SUPPORT Performance Work Statement

September 21, 2013 (revised)

Homeland Security Investigations (HSI)

Mission Support



Homeland
Security

FALCON System Operations & Maintenance Support Services
Performance Work Statement

1.0 PROJECT TITLE

Performance Work Statement (PWS) for FALCON System Operations and Maintenance Support Services

2.0 BACKGROUND

United States Immigration and Customs Enforcement (ICE) is the largest investigative branch of the Department of Homeland Security (DHS). As part of ICE, Homeland Security Investigations (HSI) is a critical asset in accomplishing the ICE mission and is responsible for investigating a wide range of domestic and international activities arising from the illegal movement of people and goods into, within and out of the United States. For this acquisition, the Contractor shall be responsible for the overall management, planning, development, operation, maintenance, coordination, and support of one of HSI Information Sharing and Infrastructure Management's (ISIM) technology platforms and software assets, FALCON. FALCON provides HSI's agents and analysts with a key investigative resource: a wholly integrated, consolidated platform performing federated search, analytics, geospatial referencing, reporting and situational awareness capabilities across a broadly diverse universe of structured and unstructured law enforcement data residing in numerous, disparate source environments.

The FALCON system is comprised of several sub-components. The largest of these is FALCON-SA (Search and Analysis), used by the entire community of FALCON users. FALCON also provides a hosting environment for several specialized workflow applications, which are limited to specific subsets of the user community; these include FALCON-Tip Line (the workflow application for employees of the HSI Tip Line Unit), FALCON-UC Ops (the workflow application for employees of the HSI Undercover Operations Unit), and FALCON-CI (the workflow application for employees of the HSI Confidential Informants Unit).

The base Period of Performance for this contract will entail the integration of a new extension to FALCON's existing front-end interface, FALCON-DARTTS (Data Analysis and Research for Trade Transparency System), which will replace a stand-alone, legacy system, DARTTS, currently used by the Trade Transparency Unit (TTU) of ICE. This extension of FALCON's existing front-end interface will support the management and sharing of information regarding international trade transactions; operationally support employees of the TTU and their foreign partners in analyzing trade and financial data to identify statistically anomalous transactions that may warrant investigation for money laundering or other import-export crimes. HSI Agents and analysts assigned to the TTU must understand the relationship between importers and exporters

and the financing for a set of trade transactions to determine which transactions are suspicious and warrant investigation. FALCON-DARTTS will be specifically designed to make this investigative process more efficient by automating the analysis and identification of anomalies for the investigator. Initially, DARTTS data will reside within the FALCON system. However, during Option Year 1 of this contract, DARTTS data will be migrated (under a separate procurement) to the Authoritative ICE Data Warehouse (AIDW); at which time the Contractor shall ensure that the DARTTS data can be remotely accessed and searched by users of the FALCON system, and that end users will not experience any significant degradation of performance while searching/manipulating data accessed remotely versus searching/manipulating data ingested directly into the FALCON system.

Option Year 1 of this contract will entail the integration of an additional large data set, the Enforcement Integrated Database (EID). EID is an ICE-owned shared common database repository for several DHS law enforcement and homeland security applications. EID captures and maintains information related to the investigation, arrest, booking, detention, and removal of persons encountered during immigration and criminal law enforcement investigations and operations conducted by ICE and U.S. Customs and Border Protection (CBP). This data set currently partially resides within the AIDW; Contractor shall ensure that the EID data can be accessed and searched by users of the FALCON system.

Option Years 2-4 of this contract will entail the integration of up to 20 other, smaller data sets, each of which must be approved by the FALCON Integrated Program Team (IPT) for inclusion in the FALCON system before those data sets may be made accessible to FALCON users. These smaller data sets may reside within the AIDW, within the ICE Big Data Environment (BDE), or may be ingested within the FALCON system itself. Contractor shall ensure that these data sets, if not directly ingested within the FALCON system, can be remotely accessed and searched by users of the FALCON system.

A FAR 52.217-8 6-month optional extension allows for an additional six months' worth of Operations and Maintenance Support Services to be purchased after the end of Option Year 4.

3.0 SCOPE

FALCON is a customized version of a Commercially Available, Off the Shelf (COTS) product sold by Palantir Technologies, Inc., called Palantir Gotham. Current and future releases of FALCON are required to have System Maintenance and Services support for the purpose of applying adaptive, perfective and corrective maintenance to the application as well as operating and maintaining the FALCON infrastructure, authoring and delivering training, supporting the end user community and delivering small-to medium-scale enhancements to the existing application.

The TTU examines U.S. and foreign trade data to identify anomalies in trade transactions that may indicate trade-based money laundering or other import-export crimes that ICE is responsible for investigating. Maintaining the current, standalone DARTTS, with its trade and financial data

separated in its own silo, not accessible to ICE Agents and analysts outside the TTU, impedes the effectiveness of other ICE investigations and operations outside the TTU's purview. During the base Period of Performance, the Contractor will replicate the functionalities of the existing DARTTS in a new FALCON-DARTTS module, which will be an extension of FALCON's existing front-end interface. This module will consist of two workflow applications, one accessible by ICE employees of the TTU, and the other, more limited workflow application accessible by the TTU's foreign partners, agencies of foreign governments which are involved in the investigation and prosecution of trade-based crime. DARTTS data will initially be stored within the FALCON system. Ultimately, however, and subject to a separate procurement, once the Authoritative ICE Data Warehouse (AIDW) is fully operational with its Big Data Environment this data will reside within it. During the Option Years of this contract, the Contractor, should those options be exercised, will extend the functionality of FALCON-DARTTS beyond the capabilities inherent in the existing DARTTS, working with managers of the TTU to identify needed enhancements. FALCON-DARTTS users shall be able to search/manipulate this data, utilize this data for the creation of charts or graphs, or manipulate the data utilizing the features of FALCON-SA (Search and Analysis). DARTTS data will also be accessible to users of FALCON Mobile.

During Option Years 1-4 of this contract, contingent upon the approval by the FALCON IPT, access to the following data sets by the FALCON system will be enabled, in accordance with [mutually agreed milestones, schedules, etc.], Contractor shall integrate any or all of the following data sets into FALCON such that FALCON users shall be able to search/manipulate this data, utilize this data for the creation of charts or graphs, or manipulate the data utilizing the features of FALCON-SA (Search and Analysis). This data will also be accessible to users of FALCON Mobile. Integration of any additional data sets, including the 17 listed data sets, is contingent on availability of sufficient existing processing power and hardware. The following data sets may, contingent upon the nature of the data and the decisions of the FALCON IPT and other ICE oversight bodies, reside within the AIDW, the BDE, or be directly ingested within the FALCON system. Contractor shall ensure that these data sets, if not directly ingested within the FALCON system, can be remotely accessed and searched by users of the FALCON system, and that end users will not experience any significant degradation of performance while searching data accessed remotely versus searching data ingested directly into the FALCON system. This performance requirement is subject to limitations imposed by the source system. These data sets include, but (at the discretion of the FALCON IPT) may not be limited to, the following:

1. Enforcement Integrated Database (EID)
2. Human Smuggling and Trafficking Center (HSTC) data
3. Student Exchange Visitor Information System (SEVIS)
4. Law Enforcement Support Center (LESC) data
5. National Security Entry and Exit Regulation System (NSEERs)
6. Arrival and Departure Information System (ADIS)
7. Automated Targeting System (ATS-P/L/C)
8. National Crime Information Center (NCIC)
9. Border Crossings from Treasury Enforcement Computer System (TECS)
10. Consular Consolidated Database (CCDI)
11. Computer Linked Application Information Management Systems (CLAIMS)
12. TECS Images

13. ICE Gangs Database
14. Exodus Accountability Referral System
15. United States Visitor and Immigrant Status Indicator Technology (US-VISIT)
16. I-94 data
17. IDocX data from Intelligence Fusion System (IFS) disposition

4.0 APPLICABLE DOCUMENTS

All ICE systems shall comply with the following guidelines and regulations:

- DHS Acquisition Management Directive 102-01 Handbook
- ICE Enterprise Systems Assurance Plan
- ICE System Lifecycle Management (SLM) Handbook, Version 1.4, January, 2012
- ICE Technical Architecture Guidebook
- ICE Technical Reference Model (TRM) (Standards Profile)
 - The Offeror shall identify any hardware, software, and/or licenses required for its proposed solution. The Government is prepared to provide any hardware and software items that are included within the ICE Technical Reference Model (TRM) that would reasonably be utilized by Offerors for the system development. Test and evaluation tools listed within the TRM are not provided as Government Furnished Equipment (GFE).
- 4300A DHS Information Security Policy
- 4300A Sensitive Systems Handbook

The following documents are applicable to understanding the target ICE/HSI systems:

- International Information Systems Security Certification Consortium (ISC²) Standards
- National Industrial Security Program Operating Manual (NISPOM), February 28, 2006
- National Institute of Standards and Technology (NIST) Computer Security Resource Center (CSRC)
 - o Guidelines
 - o Special Publications
 - o Standards
- NIST Special Publication 800-37, Guide for the Certification and Accreditation of Federal Information Systems
- Federal Information Processing Standard (FIPS) 199
- Federal Information Security Management Act (FISMA), November 22, 2002
- Federal Information Technology Security Assessment Framework (FITSAF), November 28, 2000
- Federal OMB Circular A-130, Management of Federal Information Resources
- Federal Privacy Act of 1974 (As Amended)
- Federal Records Act
- DHS 4300A, Sensitive Systems Policy Directive, Version 6.1.1, October 31, 2008
- DHS Management Directive (MD) 4300.1, Information Technology Systems Security,

November 03, 2008

- DHS MD Volume 11000 – Security
- DHS Office of Chief Information Officer (OCIO) E-Government Act Report 2008

Please note that if newer versions of these documents are officially released, the Contractor shall comply with the updated versions within the timeframe established by the Government.

5.0 TASKS

The Contractor shall provide qualified, experienced personnel to deliver support for the continued System Maintenance and Services tasks associated with FALCON. This General Services Administration (GSA) Schedule 70 task order purchase includes the tasks described in the following sections:

5.1 Tier 1 – Help Desk Support

Help Desk Support consists of the following responsibilities:

- Receiving and recording accurately all inquiries from End Users regarding application functionality and services and assigning tasks as needed to the appropriate Software Maintenance Tier 2 or Tier 3 Support group for resolution;
- Dealing directly with:
 - simple requests such as password resets and account unlocks
 - basic network and application troubleshooting
 - application usage and operational feature questions and issues;
- Monitoring the tickets created to ensure users are updated on tickets' status and progress;
- Providing reports to ICE management and System / Application Program Management as required or requested.

Tier 1 hours of operation shall be from 0900 to 1700 Eastern Time (ET) Monday thru Friday with support response times during these hours being immediate for telephonic inquiries and within one hour for email reports. Non-emergency, off-hours inquiries/ticket submissions will be addressed as soon as is practical and serviced no later than one hour after the commencement of normal operating hours.

At the government's discretion Tier 1 – Help Desk Support may be ultimately transitioned to the ICE Enterprise Help Desk at the EOC. The contractor will be required to support such a transition by providing 'How Tos,' FAQ responses, scripted tutorials, etc. consistent with the provision of this level of customer support and problem resolution.

Tier 2 System Maintenance and Support

All items that cannot be resolved at the Tier 1 Support level shall be automatically turned over to Tier 2 System Maintenance and Support;

- The Contractor shall report the status of the ticket using Atlassian Jira tracking software;
- Typical Tier 2 activities would include patching systems, running scripts,

- effecting minor fixes, etc.;
- Tier 2 System Maintenance and Support shall be operational in accordance with the service level agreements (SLA);
- The Contractor shall respond to all Tier 2 System Maintenance tickets in accordance with the SLA;
- The Contractor shall develop an application feedback loop, whereas systemic issues identified during common Tier 1, 2, and 3 escalation procedures are routinely evaluated and reviewed with the appropriate Project Manager to assess the need for a System Change Request (SCR) for a future release.
- If Tier 2 System Maintenance Support cannot resolve the assigned ticket or perform the required tasks then the ticket shall be referred to the Tier 3 - System Maintenance and Support.

Tier 3 - System Maintenance and Support

The Contractor shall identify and correct software, performance, and implementation failures for the application software as well as evaluate and estimate the level of effort associated with requests for system modification. Corrective work includes performing System Change Requests (SCRs) that reflect a change to requirements or technical specifications, as well as updating and maintaining the required Systems Lifecycle Methodology (SLM) documentation as necessary. Contractor staff and the COR will come to mutual agreement over which changes to the system constitute SCRs, as opposed to every day System Tuning (Section 5.2.3) and System Administration (Section 5.2.4) actions not requiring the SCR process.

- All maintenance activities that reach this level shall have an SCR opened and be reported using Atlassian Jira;
- SCRs will be prioritized and agreed to by the authorized government personnel and entered into the ICE approved management tracking tool. SCRs will be approved in writing by the government;
- Prior to commencing a system modification, the Contractor and the Office of the Chief Information Officer (OCIO) Information Technology (IT) project manager shall agree on the degree of the modification as minor, moderate, or major (see table below for classification);
- The Contractor shall develop an application feedback loop, whereas systemic issues identified during common Tier 1, 2, and 3 escalation procedures are routinely evaluated and reviewed with the IT Project Manager to assess the need for a System Change Request (SCR) in future release.
- The Contractor shall respond to all Tier 3 System Maintenance Support tickets in accordance with service level agreements (SLA's);
- Software changes to applications are based upon the submission of an SCR, and are classified as minor, moderate, or major changes, where:

Table 1: Change Requests

| Type Change | Estimated Effort Required |
|--------------|---------------------------|
| Minor Change | 1-40 Hours |

**FALCON Operation & Maintenance Support
Performance Work Statement**

| | |
|-----------------|----------------|
| Moderate Change | 41-250 Hours |
| Major Change | 251-1000 Hours |

*Development is any enhancement that is estimated to exceed 250 Hours and shall fall under Section 5.5 Optional System Enhancement Support.

The Contractor shall provide Software Maintenance Tier 2 and Tier 3 Support. Software Maintenance Tier 2 and Tier 3 Support hours of operation shall be Monday through Friday 8am-6pm, ET, excluding holidays and weekends.

For emergency situations both during and outside of the normal support business hours that involve a system outage or a widespread interruption in user access to FALCON, the Contractor shall notify the FALCON Program Manager or designate within 30 minutes of occurrence. Emergencies will be further defined as part of the Software Tier 3 Support procedures, but in general an emergency is when the system is down or when multiple users are unable to access FALCON. It is anticipated that these calls will occur no more than 10 times a year and can most likely be addressed via telephone and/or remote access to the FALCON operating infrastructure. The Contractor shall document all user problem notifications and solutions.

For Tier 3 Software Maintenance and Support, the number of anticipated SCRs is listed in the matrix below:

| Change Classification | Estimated Effort Required | Estimated number of SCRs to Be Conducted - Per Year |
|-----------------------|---------------------------|---|
| Minor Change | 1 - 40 Hours | 20 |
| Moderate Change | 41 - 250 Hours | 12 |
| Major Change | 251 - 1000 Hours | 2 |

SCRs for FALCON may include requirements analysis, design, development, integration & testing, and implementation, including any updates needed to product documentation. Typically, these activities involve the development of helper applications to assist end users with automating common, repetitive tasks in the system (such as importing and exporting various types of data and formatting that data), interfacing programs communicating with FALCON via the common operating APIs and the mapping and integration of additional data sources.

ICE reserves the right to request FAR 52.227-14 (Alt IV) for any software development/modification/enhancement that is mutually determined a major SCR under this performance work statement.

5.2 Operational Support

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The Contractor shall provide Operational Support for the FALCON system. Table 2 and Table 3 detail the hardware and software infrastructure currently in place for FALCON. The hardware and software listed below is subject to change based on future expansion requirements and datacenter moves as requested by PALCON PMO.

Table 2. FALCON System Hardware

| Hardware/Operating System | Location | Remarks |
|---------------------------|----------|---------|
| (b)(7)(E) | | |

Table 3. FALCON System Software

| Operating Information System | Location | Remarks |
|------------------------------|----------|---------|
| (b)(7)(E) | | |

PCN-Potomac Center North, 500 12th St SW, Washington, DC 20536

Table 4. FALCON System Firmware

| Hardware Device | Firmware | Remarks |
|-----------------|----------|---------|
| (b)(7)(E) | | |

(b)(7)(E)

5.2.1 Operational Support - Interfaces and Data Sources

(b)(7)(E)

5.2.2 Operational Support - Database

(b)(7)(E)

5.2.3 Operational Support – System Tuning

(b)(7)(E)

5.2.4 Operational Support – System Administration

(b)(7)(E)

5.3 Configuration Management

(b)(7)(E)

5.4 Training Support Included in Operations and Maintenance Services

The Contractor shall maintain and update training materials to include User Guides, Training Plans, and System Administration and Operations Manuals when an enhancement, or other significant Software O&M release, occurs. The Contractor shall provide an electronic copy of all training material. The Contractor shall also coordinate with and FALCON PMO and IPI to insure that all members understand the updates to the application. The Contractor shall provide training to Special agents and analyst groups meeting the established, written criteria for successful Strategic training classes as approved by the FALCON PMO and agreed to by the Contractor, to include such services as classroom training, desk-side support of individual ICE Agents, Special Agents, Group Supervisors, or other employees involved in directly supporting active investigations, or small groups of such employees (6 or fewer), with desk-side support training pursued on a strategic basis targeting only users with a clear, operational use for the FALCON system. Additionally, Contractor staff will work with the Office of Training Development (OTD) and Federal Law Enforcement Training Center (FLETC) staff to productively include FALCON training in their regular programs as requested. There is no explicit training goal by user count. While the above specified training is included in O&M, any significant expansion beyond the Strategic Training program, or any broad solicitation of new training requests across substantially the whole of ICE's organization must be discussed and agreed to with the Contractor staff to avoid logistically, or financially prohibitive training commitments.

5.5 Optional Software Enhancement Support

In the event that the hour estimate for an individual SCR is identified as exceeding 250 hours, the Contractor may be tasked to develop additional IT solutions as components of the current application via task order modification. This is an optional requirement, not to be priced at this time, as the actual requirements for this type of work are not known at this time. The Contracting Officer will request a proposal regarding such a SCR when this task is utilized. Should a major SCR result in a feature change or enhancement which the Contractor will then offer to other customers of their Gotham product as part of Gotham's included/core functionality, the Contractor will absorb the cost of this SCR; the government will not be charged for the labor hours expended.

5.6 Optional Classroom Training

Contingent upon requests from the FALCON PMO, the Contractor shall arrange for and provide classroom training of the types and for the numbers of ICE employees and/or contractors, as well as classroom locations, specified in the individual service call. The Contractor shall be responsible for collecting all necessary permission forms and feedback forms from attending ICE employees and returning these forms to the FALCON PMO.

5.7 Support of FALCON Mobile Technology

Contractor shall ensure the support for the FALCON Mobile system on the Apple iOS operating system utilized for the iPhone. During the based period of performance, this includes the following features:

- Ability to track team movements on map for operational and officer safety
- Ability to coordinate movements of entire teams by communicating across mobile devices
- Ability to create charts, structured dossiers with mugshots, and other complex intelligence products and relay them directly to mobile devices in the field
- Ability to plot target locations to show clusters of activity
- Simple, quick searches of both ingested and remotely accessible data; searches can be performed from remote locations
- Ability to access user-published ad hoc data
- Deconfliction of data elements (persons, places, objects, events)
- Ability to send text messages and photos to command center

Regarding the schedule of completion of tasks, contractor shall deliver the features listed above on the iOS operating system for testing in a production environment by December 31st, 2013. The iOS mobile application with the features listed above will be available for wider deployment by January 31st, 2013.

5.8 Conversion of Legacy DARTTS to FALCON-DARTTS

The Contractor shall analyze and gain a full understanding of the existing DARTTS (Data Analysis and Research for Trade Transparency System), its functionalities, its data sets, and the interrelations between these various data sets. During the base Period of Performance, the Contractor shall, at a minimum, replicate the current functionality of the existing DARTTS in a new FALCON-DARTTS module which will be an extension of the existing FALCON front-end interface. Regarding the schedule of completion of tasks, Contractor shall perform data modeling and feature development iteratively in a Staging environment from the date the contract amendment authorizing this work is signed through October, 2013. Contractor shall make the FALCON-DARTTS module available for testing in a Production environment no later than October 31st, 2013. Contractor shall ensure that the FALCON-DARTTS module goes live to end users before December 31st, 2013, on the condition that all ICE and DHS approvals have been granted by that date.

Contractor shall ensure that the FALCON-DARTTS module, at minimum, emulates the functionality of the existing DARTTS in allowing for the following three types of analyses:

- (1) **International Trade Discrepancy Analysis:** U.S. and foreign import/export data are compared to identify anomalies and discrepancies that warrant further investigation for potential fraud or other illegal activity.
- (2) **Unit Price Analysis:** Trade pricing data are analyzed to identify over- or under valuation of goods, which may be an indicator of trade-based money laundering or other import-export crimes.
- (3) **Financial Data Analysis:** Financial reporting data (the import/export of currency, deposits of currency in financial institutions, reports of suspicious financial activities, and the identities of parties to these transactions) are analyzed to identify patterns of activity that may indicate

illegal money laundering schemes.

Contractor shall ensure that all forms of data currently ingested by or accessed by the existing DARTTS will be made available to users of the new FALCON-DARTTS module (subject to access controls), including Trade Data Forms from the Customs and Border Protection Agency and the Department of Commerce and Financial Transaction Forms from the Department of the Treasury and the FinCEN system. Contractor shall ensure that the new FALCON-DARTTS module will support the integration of over 1 billion objects consisting of import/export events to various countries and that the new module will meet or surpass existing DARTTS analytical capabilities. Initially, DARTTS data will be stored within the FALCON system. Ultimately, this data will reside within the Authoritative ICE Data Warehouse (AIDW). Once DARTTS data has been migrated to AIDW, it shall be indexed, but not stored, on FALCON servers.

Contractor shall facilitate appropriate access controls, as defined by federal laws and regulations and ICE/DHS policies, for the following categories of users of FALCON DARTTS:

- (1) FALCON-DARTTS ICE/CBP User – Investigate financial or trade transactions, conduct analysis, and generate reports.
- (2) FALCON-DARTTS Foreign User – Investigate trade transactions, conduct analysis, and generate reports.
- (3) FALCON-DARTTS ICE Supervisor – Investigate financial or trade transactions, conduct analysis, generate reports, assign user roles.
- (4) FALCON-DARTTS ICE Administrator – Create, activate, revoke and/or remove user access and accounts.
- (5) FALCON-DARTTS ICE System Owner - Investigate financial or trade transactions, conduct analysis, generate reports, assign user roles and perform user and activity auditing.

Contractor shall modify and extend the existing FALCON front-end interface to implement two separate FALCON-DARTTS workflow applications: a workflow application for ICE TTU employees and their DHS partners working on TTU investigations and operations, which will feature seamless integration with the existing FALCON-SA Workspace to perform additional analysis; and a workflow application for the use of the TTU's partner agencies in foreign governments, which will not allow for access to the data contained within FALCON-SA. The workflow application for foreign users shall feature FALCON-DARTTS-created extracts of U.S. trade data which are provided to partner countries that operate their own trade transparency programs and with whom the United States has entered into a Customs Mutual Assistance Agreement or other similar information sharing agreement.

5.9 Optional Inclusion of EID Data Set in FALCON during Option Year 1

The Contractor shall analyze and gain a full understanding of the existing Enforcement Integrated Database (EID), its functionalities, its data sets, and the interrelations between these various data sets. Regarding the schedule of completion of tasks, Contractor shall perform data modeling and feature development iteratively in a Staging environment from the conclusion of work on the initial Production version of the EID data set through May, 2014. Contractor shall make the EID data set available for testing in a Production environment no later than June 30, 2014. Contractor shall ensure that the EID data set is made available live to end users before July 31, 2014, on the condition that all ICE and DHS approvals have been granted by that date.

5.9 Optional Inclusions of Other Data Sets in FALCON During Option Years 2-4

Subject to approved change requests required to allocate additional processing power (Palantir Gotham licenses) for expansion, upon approval by the FALCON IPT and at the direction of the FALCON PMO, the Contractor shall analyze and gain a full understanding of any or all of the following existing law enforcement-related data sets, their functionalities and data elements, and the interrelations between these various data elements:

1. Human Smuggling and Trafficking Center (HSTC) data
2. Student Exchange Visitor Information System (SEVIS)
3. Law Enforcement Support Center (LESC) data
4. National Security Entry and Exit Regulation System (NSEERs)
5. Arrival and Departure Information System (ADIS)
6. Automated Targeting System (ATS-P/L/C)
7. National Crime Information Center (NCIC)
8. Border Crossings from Treasury Enforcement Computer System (TECS)
9. Consular Consolidated Database (CCDI)
10. Computer Linked Application Information Management Systems (CLAIMS)
11. TECS Images
12. ICE Gangs Database
13. Exodus Accountability Referral System
14. United States Visitor and Immigrant Status Indicator Technology (US-VISIT)
15. I-94 data
16. IDocX data from Intelligence Fusion System (IFS) disposition

The FALCON IPT and FALCON PMO shall aim to equally disperse the inclusion of these data sets between each of Option Years 2-4, seeking to have 5-6 data sets included in the FALCON system per option year from Option Year 2 to Option Year 4. However, Contractor must be cognizant that operational needs may require that the order of the inclusion of these various data sets may change, that a larger or smaller number than 5-6 data sets may be included per option year, and that modifications to the front-end user interface of the FALCON system may be required to accommodate the inclusion of some of these data sets. Contingent upon the decisions of the FALCON IPT and other ICE oversight bodies, these data sets may reside

within the AIDW, the BDE, or be directly ingested within the FALCON system. Contractor shall ensure that these data sets, if not directly ingested within the FALCON system, can be remotely accessed and searched by users of the FALCON system, and that end users will not experience any significant degradation of performance while searching data accessed remotely versus searching data ingested directly into the FALCON system. This performance requirement is subject to limitations imposed by the source system. All data sets approved by the FALCON IPT and FALCON PMO for inclusion within the FALCON system must be made accessible to end users in a Production environment by the end of the same contract Option Year in which that data set was first approved.

6.0 PERFORMANCE STANDARDS

The following table defines the performance standards to be adhered to for the FALCON System Maintenance and Services effort.

Table 5. Performance Standards

| Tasks | Metric | Service Level Agreement | How it will be measured |
|----------------------------|--|--|--|
| Tier 1 – Help Desk Support | Response Time for incoming emails during business hours M-F 09:00-17:00pm EST | The end of the current day | Time the email is received in the Help Desk Inbox until time the request is accessed for action. |
| Tier 1 – Help Desk Support | Response Time for incoming emails after help desk hours | The end of the following day | Time the email is received in the Help Desk Inbox until time the request is accessed for action. |
| Tier 1 – Help Desk Support | Resolution Time for incoming emails that have been accessed for action during 09:00-17:00pm EST and after hours. | No More than 24 hours, or when the user stops responding | 24 hours from the time when the email is accessed for action until it is resolved or moved to Tier 2 or 3. |

¹ Any enhancements, corrective maintenance, or other code changes to FALCON should not negatively impact system performance. Specifically, system performance will be baselined at the beginning of the contract and will be re-baselined at the completion of any major releases. This baseline will serve as the minimum for acceptable system performance.

FALCON Operations & Maintenance Support
Performance Work Statement

| | | | |
|-------------------------|--|------------------------------|--|
| Tier 2 Software Support | Response time for Tier 2 tickets received during defined business hours | The end of the current day | Time the ticket is assigned to Tier 2 until the time the ticket is accessed for action. |
| Tier 2 Software Support | Average resolution time of Tier 2 tickets | 8 business days | Time the ticket is placed in the Tier 2 queue for action to the time it appears as closed or referred, system, divided by the total number of tickets. |
| Tier 2 Software Support | Response time for Tier 2 tickets, after hours | The end of the following day | Time the ticket is assigned until the time the ticket is picked up for action. |
| Tier 2 Software Support | Average resolution time for Tier 2 tickets, received after defined business hours | 8 business days | Time the ticket is placed in the Tier 2 queue for action to the time it appears as closed or referred, system, divided by the total number of tickets. |
| Tier 3 Software Support | Response time for Tier 3 tickets during specified business hours not involving a system outage or denial of access to substantial numbers of users | No more than 4 hours | Time the ticket is assigned to Tier 3 until the time the ticket is accessed for action. |

FALCON Operator & Maintenance Support
Performance Work Statement

| | | | |
|----------------------------|--|---|---|
| Tier 3 Software Support | Average resolution time of Tier 3 tickets not involving a system outage or denial of access to substantial numbers of users | 8 business days | Time the ticket is placed in the Tier 3 queue for action to the time it appears as closed or referred, system, divided by the total number of tickets |
| Tier 3 Software Support | Response time for Emergency tickets, either during specified business hours or after hours, that involve a system outage or denial of access to substantial numbers of users | FALCON Program Manager or designate shall be alerted no more than 30 minutes after occurrence | Time the ticket is assigned as an Emergency until the time the ticket is picked up for action. |
| Tier 3 Software Support | Average resolution time for Emergency tickets, either during specified business hours or after hours | No more than 8 hours | Time the ticket is placed in the Tier 3 queue for action to the time it appears as closed or referred, system, divided by the total number of tickets |

| Tasks | Metric | Service Level Agreement | How it will be measured |
|---------------------|--|--------------------------------|---|
| Operational Support | Uptime Rate - Percentage of time that the application is available to users in fully-functioning mode ² | 98% or higher | Cumulative uptime per month divided by the total time per month that FALCON is scheduled available. |

² The uptime rate refers to specific application outages—not external/network issues. Additionally, uptime rate will not include outages for scheduled maintenance and enhancements.

| | | | |
|--------------------------|---|--------------------------------------|--|
| Configuration Management | All SCR level changes will be tracked | 100% | No changes will be made to the baseline without an associated SCR. |
| Training | Training and Training Material Delivery | 100% on time | Delivery date versus scheduled delivery date. |
| Transition Out | Transition Out Plan | 90 calendar days prior to end of POP | Delivery date |

7.0 DELIVERABLES AND DELIVERY SCHEDULE

Specific deliverables related to each activity are outlined below.

7.1 System Lifecycle Management (SLM) Deliverables

The Contractor shall provide SLM deliverables as required for System Maintenance Services projects. All appropriate documentation shall be prepared in accordance with the guidelines specified by the SLM and the approved Project Tailoring Plan.

7.2 Quarterly Progress Report

The Contractor shall prepare a quarterly progress report to be briefed at the Unit Chief level. The initial report is due forty-five calendar days after start of the task and shall cover the first calendar month of performance. Subsequent reports shall be provided quarterly within five calendar days of the end of each quarter until the last quarter of performance. The final delivery shall occur ten days before the end of the final option period and shall summarize performance during the period of performance and provide the status of any planned transition activity. The quarterly reports can be delivered via email and shall contain the following:

- Description of work accomplished (Accomplishments)
- Work planned for the following month (Planned Activities)
- Deviations from planned activities
- Open risks and issues

7.3 Certification and Accreditation (C&A) Documentation

The Contractor shall be responsible for maintaining and updating existing C&A artifacts to stay current with DHS/ICE and Federal requirements. These C&A updates will be required every three years unless a major change impacts security. The Contractor shall also be responsible for supporting the Information Systems Security Officer (ISSO) for any annual C&A activities,

which may be requested (i.e. self-assessments, contingency plan tests, vulnerability scans, etc.).

7.4 Quality Assurance Surveillance Plan

The Quality Assurance Surveillance Plan (QASP) is the document used by the Government to evaluate Contractor actions while implementing the PWS. It is designed to provide an effective surveillance method of monitoring Contractor performance for each listed task in the PWS.

The QASP provides a systematic method to evaluate the services the Contractor is required to furnish. The Contractor, and not the Government, is responsible for management and quality control actions to meet the terms of this task order. The role of the Government is quality assurance monitoring to ensure that the task order standards are achieved.

The Contractor shall be required to develop a comprehensive program of inspections and monitoring actions. Once the quality control program is approved by the Government, careful application of the process and standards presented in the QASP document will ensure a robust quality assurance program. The QASP below was developed by ICE and is indicative of the type of metrics that apply to the deliverables. The offeror may propose other metrics they determine upon the uniqueness and relevance of their own technical approach in meeting the task order objectives. The QASP is subject to discussions/negotiations.

FALCON Operations & Maintenance Support
Performance Work Statement

FALCON Operations and Maintenance (O&M) Support Services Contract Quality Assurance Surveillance Plan (QASP) Attachment 1

| Tasks | Metrics | Service Level Agreement | How it will be measured | Exceptional Rating | Very Good Rating | Satisfactory Rating | Marginal Rating | Unsatisfactory Rating |
|----------------------------|---|----------------------------|--|--------------------------------|---------------------------------|---------------------------------|---------------------------------|--------------------------------------|
| Tier 1 – Help Desk Support | Response Time for incoming emails | The end of the current day | Time the email is received in the Help Desk Inbox until time the request is accessed for action. | Meets SLA 98-100% of instances | Meets SLA 95-97.9% of instances | Meets SLA 90-94.9% of instances | Meets SLA 85-89.9% of instances | Meets SLA less than 85% of instances |
| Tier 2 Software Support | Response time for Tier 2 | The end of the current day | Time the ticket is assigned to Tier 2 until the time the ticket is accessed for action. | Meets SLA 98-100% of instances | Meets SLA 95-97.9% of instances | Meets SLA 90-94.9% of instances | Meets SLA 85-89.9% of instances | Meets SLA less than 85% of instances |
| Tier 3 Software Support | Response time for Tier 3 tickets not involving system outage or denial of service to substantial numbers of users | No more than 4 hours | Time the ticket is assigned to Tier 3 until the time the ticket is accessed for action. | Meets SLA 98-100% of instances | Meets SLA 95-97.9% of instances | Meets SLA 90-94.9% of instances | Meets SLA 85-89.9% of instances | Meets SLA less than 85% of instances |

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| Tasks | Metrics | Service Level Agreement | How it will be measured | Exceptional Rating | Very Good Rating | Satisfactory Rating | Marginal Rating | Unsatisfactory Rating |
|------------------------------------|--|-------------------------|--|-------------------------------------|---------------------------------|---|----------------------------------|---------------------------------------|
| Tier 2 and Tier 3 Software Support | Average resolution time of Tier 2 and Tier 3 tickets | 8 business days | Time the ticket is placed in the Tier 2 or Tier 3 queue for action to the time it appears as closed or referred, system, divided by the total number of tickets. | Average of 5 or fewer business days | Average of 6 to 7 business days | Meets SLA of average of 8 business days | Average of 9 to 12 business days | Average of more than 12 business days |

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| Tasks | Metrics | Service Level Agreement | How it will be measured | Exceptional Rating | Very Good Rating | Satisfactory Rating | Marginal Rating | Unsatisfactory Rating |
|-------------------------|---|--------------------------------|--|--------------------------------|---------------------------------|---------------------------------|---------------------------------|--------------------------------------|
| Tier 3 Software Support | Response time for Emergency tickets, during business hours or after hours, involving system outage or denial of service to substantial numbers of users | No more than 30 minutes | Time the FALCON PM or designate is informed of situation. | Meets SLA 98-100% of instances | Meets SLA 95-97.9% of instances | Meets SLA 90-94.9% of instances | Meets SLA 85-89.9% of instances | Meets SLA less than 85% of instances |
| Tier 3 Software Support | Average resolution time for Emergency tickets, during business hours or after hours, involving system outage or denial of service to substantial numbers of users | No more than 8 hours | Time the ticket is assigned as an Emergency until the time the ticket is closed. | Average is less than 6.5 hours | Average is 6.5 to 7.49 hours | Average is 7.5 to 8.49 hours | Average is 8.5 to 9.49 hours | Average is 9.5 hours or longer |

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FALCON Operations & Maintenance Support
Performance Work Statement

| | | | | | | | | |
|--------------------------|--|---------------|--|------------------------------|-------------------------------|-------------------------------|-------------------------------|------------------------------------|
| Operational Support | Uptime Rate ³ - Percentage of time that the application is available to users in fully-functioning mode | 98% or higher | Cumulative uptime per month divided by the total time per month that FALCON is scheduled as available. | 99.5-100% available | 98.5-99.49% available | 97.5-98.49% available | 96.5-97.49% available | Less than 96.00% available |
| Configuration Management | All changes will be tracked | 100% | No changes will be made to the baseline without an associated SCR. | 100% | 98-99.9% | 96-97.9% | 94-95.9% | Less than 94.00% |
| Training | Training and Training Material Delivery | 100% on time | Delivery date versus scheduled delivery date. | 99-100% of instances on time | 95-98.9% of instances on time | 90-94.9% of instances on time | 85-89.9% of instances on time | Less than 85% of instances on time |

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| | | | | | | | | |
|---|--|---|--|---|--|--|--|---|
| ICE Employee Satisfaction with Training | Rating on Feedback Form Received from Trained ICE Employees Following Training (Ratings of Very Satisfied, Satisfied, Partially Satisfied, or Not Satisfied) | 90% or more of respondents report being Satisfied or Very Satisfied | Feedback forms turned in from ICE employees who received classroom or desk-side training | 98% or more of respondents report being Satisfied or Very Satisfied | 93-97.9% of respondents report being Satisfied or Very Satisfied | 88-92.9% of respondents report being Satisfied or Very Satisfied | 83-87.9% of respondents report being Satisfied or Very Satisfied | Less than 83% of respondents report being Satisfied or Very Satisfied |
|---|--|---|--|---|--|--|--|---|

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- Measurements will be performed quarterly.
- Measurements will be carried out by Contractor.
- QASP measurement report will be turned in quarterly to the government Contracting Officer's Representative (COR) within fifteen calendar days after the end of the quarter under review.
- An overall quarterly QASP Rating will be computed for the Contractor by the COR, according to the following methodology:
 - For each of the QASP Tasks listed above, the Contractor will be assigned the following number of points:
 - Exceptional: 4 points
 - Very Good: 3.5 points
 - Satisfactory: 2.75 points
 - Marginal: 1.75 points
 - Unsatisfactory: 0 points
 - The points for the 10 QASP Tasks will be averaged (the sum total divided by 10). The overall quarterly QASP Rating will be assigned as follows (CPARS is the Contractor Performance Assessment Reporting System):

| QASP Rating | Point Level | Consequence |
|--------------------|--------------------|--|
| Exceptional | 3.7 – 4.0 | Exceptional rating for quarter entered into CPARS at end of performance period |
| Very Good | 3.2 – 3.69 | Very Good rating for quarter entered into CPARS at end of performance period |
| Satisfactory | 2.7 – 3.19 | Satisfactory rating for quarter entered into CPARS at end of performance period |
| Marginal | 1.7 – 2.69 | Marginal rating for quarter entered into CPARS at end of performance period. |
| Unsatisfactory | < 1.7 | Unsatisfactory rating for quarter entered into CPARS at end of performance period. |

7.5 Deliverables Table

**FALCON Operation & Maintenance Support
Performance Work Statement**

The Contractor shall provide the following deliverables via email to the COR, unless noted otherwise:

| <u>Deliverable</u> | <u>Frequency</u> | <u>Recipients</u> |
|---|---|---|
| SLM Deliverables (Doc) & Software (SW) (Software includes updates/new versions of the primary Gotham platform; new workflow applications and updated versions of existing workflow applications; data ingestions; and customized versions of Gotham Mobile and the Phoenix and Raptor plug-ins) | As Required | Electronic copy - PM, Electronic Library Management System (ELMS) Software (SW): ICE source control repository (Subversion); OCIO representative on FALCON PMO (either Walter Wagner or alternative OCIO representative) |
| Project Schedule (SLM Deliverable) | As Required | Electronic copy - PM, ELMS, Contracting Officer |
| Quarterly Progress Report | Quarterly, within 15 calendar days of the end of the quarter being reviewed | Electronic copy: PM, Contracting Officer, COR |
| Certification and Accreditation Documentation | As Required | Electronic copy: PM, ELMS, COR |
| Transition In Plan- Final | 15 calendar days after award | Electronic copy: PM, Contracting Officer, COR |
| Transition Out Plan | 120 calendar days before the end of the POP | Electronic copy: PM, Contracting Officer, COR |
| QASP- Final | 15 calendar days after award | Electronic copy: PM, Contracting Officer, COR |

7.6 Delivery Instructions

The Contractor shall provide electronic copies of each deliverable. Electronic copies shall be delivered via email attachment. The electronic copies shall be compatible with MS Office 2010 or other applications as appropriate and mutually agreed to by the parties. The documents shall be considered final upon receiving Government approval. All deliverables shall be delivered electronically (unless a hardcopy is requested) to the COR. If a hardcopy is requested, it will be

delivered to the designated COR, not later than 4:00 PM ET on the deliverable's due date. Once created, deliverables and work products are considered the property of the Federal Government. Any work that deviates from this task order and the approved deliverables listed herein shall not be accepted without prior approval from the COR.

7.7 Draft Deliverables

The Government will provide written acceptance, comments and/or change requests, if any, within 15 working days from receipt by the Government of each draft deliverable.

Upon receipt of the Government comments, the Contractor shall have 15 working days to incorporate the Government's comments and/or change requests and to resubmit the deliverable in its final form.

7.8 Written Acceptance/Rejection by the Government

The Government shall provide written notification of acceptance or rejection of all final deliverables within fifteen (15) calendar days. All notifications of rejection will be accompanied with an explanation of the specific deficiencies causing the rejection.

Items must be approved by the COR and/or the appropriate Government authority to be considered "accepted." The Government will provide written acceptance, comments, or change requests within fifteen (15) calendar days from receipt by the Government, of all required deliverables.

7.9 Non-Conforming Products or Services

Non-conforming products or services will be rejected. The Government will provide written notification of non-conforming products or services within fifteen (15) calendar days.

Deficiencies shall be corrected within 30 days of the rejection notice. If the deficiencies cannot be corrected within 30 calendar days, the Contractor shall immediately notify the COR of the reason for the delay and provide a proposed corrective action plan within ten (10) calendar days.

7.10 Notice Regarding Late Delivery

The Contractor shall notify the COR as soon as it becomes apparent to the Contractor that a scheduled delivery will be late. The Contractor shall include in the notification the rationale for late delivery, the expected date for the delivery, and the impact of the late delivery on the project. The COR will review the new schedule with the PM and provide guidance to the Contractor.

8.0 CONSTRAINTS

8.1 General Constraints

The following project constraints are applicable to the FALCON System Maintenance and Services task order:

(b)(7)(E)

(b)(7)(E)

8.2 DHS Enterprise Architecture Compliance

All solutions and services shall meet DHS Enterprise Architecture policies, standards, and procedures. Specifically, the contractor shall comply with the following HLS EA requirements:

- All developed solutions and requirements shall be compliant with the HLS EA.
- All IT hardware and software shall be compliant with the HLS EA Technical Reference Model (TRM) Standards and Products Profile.
- Description information for all data assets, information exchanges and data standards, whether adopted or developed, shall be submitted to the Enterprise Data Management Office (EDMO) for review, approval and insertion into the DHS Data Reference Model and Enterprise Architecture Information Repository.
- Development of data assets, information exchanges and data standards will comply with the DHS Data Management Policy MD 103-01 and all data-related artifacts will be developed and validated according to DHS data management architectural guidelines.
- Applicability of Internet Protocol Version 6 (IPv6) to DHS-related components (networks, infrastructure, and applications) specific to individual acquisitions shall be in accordance with the DHS Enterprise Architecture (per OMB Memorandum M-05-22, August 2, 2005) regardless of whether the acquisition is for modification, upgrade, or replacement. All EA-related component acquisitions shall be IPv6 compliant as defined in the U.S. Government Version 6 (USGv6) Profile National Institute of Standards and Technology (NIST) Special 8 ITAR Quick Essentials Guide 2011 v2.0 Publication 500-267) and the corresponding declarations of conformance defined in the USGv6 Test Program.

8.3 Maintenance of Existing FALCON System Functionality

Contractor shall ensure that all new work performed under this contract will adhere to the existing FALCON system functionality.

8.4 Level of Service

Contractor shall ensure that the FALCON system shall be able to accommodate the following minimum levels of service, with no diminishment of performance levels from performance levels met by the system prior to the initiation of this contract. Additional Palantir Gotham Appliance cores may be required to achieve the same levels of performance as the FALCON system grows according to the following schedule:

Start of Initial Period of Performance

| | |
|---|-------------|
| Individual Data Records Accessible by FALCON: | 300 million |
| FALCON-SA User Base: | 2,000 |
| FALCON-SA Concurrent Users: | 700 |
| FALCON Web Access User Base: | 5,000 |
| FALCON Web Access Concurrent Users: | 1,000 |
| FALCON Mobile User Base: | NA |
| FALCON Mobile Concurrent Users: | NA |

Upon Deployment of FALCON-DARTTS

| | |
|---|-------------|
| Individual Data Records Accessible by FALCON: | 3.5 billion |
| FALCON-SA User Base: | 2,500 |
| FALCON-SA Concurrent Users: | 1,200 |
| FALCON Web Access User Base: | 5,000 |
| FALCON Web Access Concurrent Users: | 2,000 |
| FALCON Mobile User Base: | 50 |
| FALCON Mobile Concurrent Users: | 30 |

Upon Deployment of EID Data Set in Option Year 1

| | |
|---|-------------|
| Individual Data Records Accessible by FALCON: | 3.6 billion |
| FALCON-SA User Base: | 3,000 |
| FALCON-SA Concurrent Users: | 1,500 |
| FALCON Web Access User Base: | 5,000 |
| FALCON Web Access Concurrent Users: | 2,500 |
| FALCON Mobile User Base: | 1,000 |
| FALCON Mobile Concurrent Users: | 250 |

By Close of Option Year 2

| | |
|---|-------------|
| Individual Data Records Accessible by FALCON: | 3.8 billion |
| FALCON-SA User Base: | 3,500 |
| FALCON-SA Concurrent Users: | 1,750 |
| FALCON Web Access User Base: | 5,000 |
| FALCON Web Access Concurrent Users: | 3,000 |
| FALCON Mobile User Base: | 2,000 |
| FALCON Mobile Concurrent Users: | 500 |

By Close of Option Year 3

| | |
|---|-------------|
| Individual Data Records Accessible by FALCON: | 4.0 billion |
| FALCON-SA User Base: | 4,000 |
| FALCON-SA Concurrent Users: | 2,000 |
| FALCON Web Access User Base: | 5,000 |
| FALCON Web Access Concurrent Users: | 3,000 |
| FALCON Mobile User Base: | 2,500 |
| FALCON Mobile Concurrent Users: | 750 |

By Close of Option Year 4

| | |
|---|-------------|
| Individual Data Records Accessible by FALCON: | 4.2 billion |
| FALCON-SA User Base: | 4,500 |
| FALCON-SA Concurrent Users: | 2,250 |
| FALCON Web Access User Base: | 5,000 |
| FALCON Web Access Concurrent Users: | 3,000 |
| FALCON Mobile User Base: | 3,000 |
| FALCON Mobile Concurrent Users: | 1,000 |

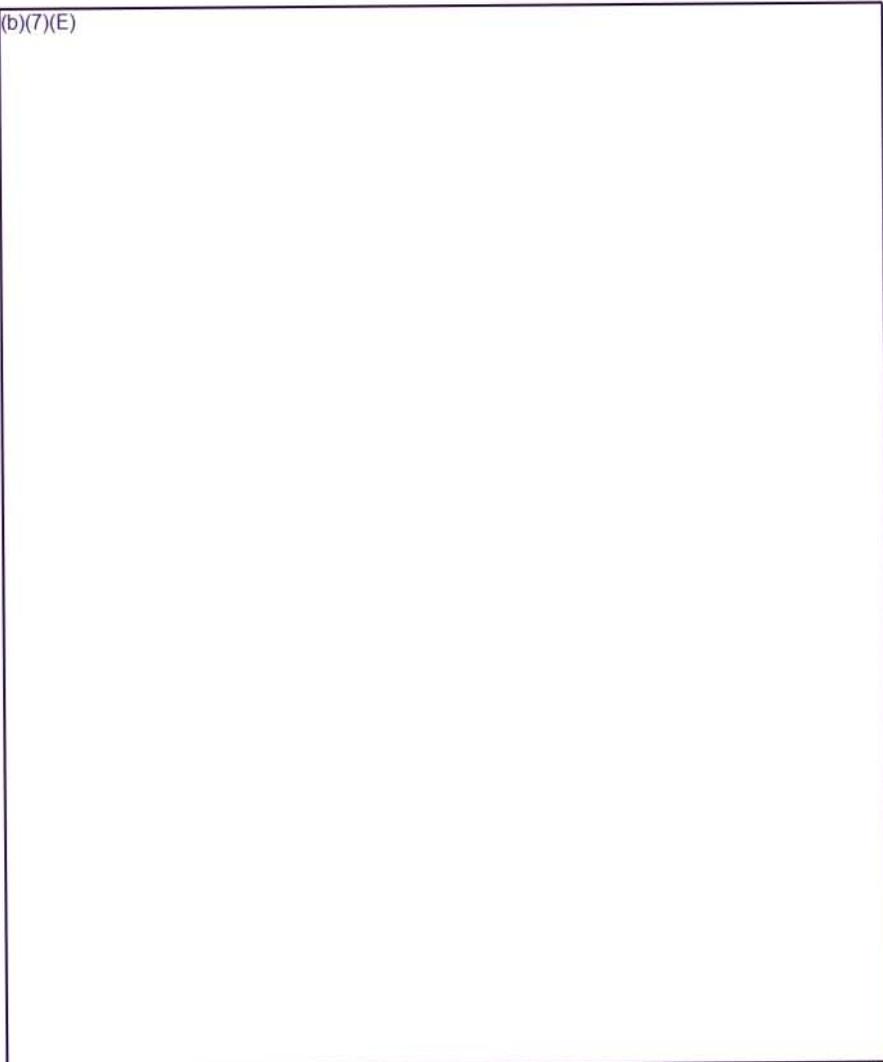
9.0 GOVERNMENT FURNISHED EQUIPMENT AND INFORMATION

The Contractor shall keep an inventory of Government-furnished equipment (GFE), which shall be made available to the COR and Government Call Monitor upon request. The Government will provide basic equipment (e.g., laptops, desktops, VPN tokens, and aircards) in accordance with the contract. All GFE shall be entered into ICE's Property Inventory System (Sunflower) within 48 hours of receipt. The Contractor shall provide their own network connectivity capability with a minimum connection speed of 10Mbps.

Items of GFE which are inventoried and tracked in Sunflower include the following twelve laptops and two Blackberry handheld devices:

| Model Number | Serial Number | Laptop/VPN |
|--------------|---------------|------------|
| (b)(7)(E) | | |

(b)(7)(E)



10.0 OTHER DIRECT COSTS (ODCs)

Travel outside the local metropolitan Washington, DC area may be expected during performance of the resulting task order. Therefore, travel will be undertaken following the General Services Administration Field Travel Regulation. Reimbursement for allowable costs will be made. Any travel and training expenditures shall be pre-approved by the COR. Costs for transportation, lodging, meals and incidental expenses incurred by Contractor personnel on official company business are allowable subject to FAR 31.205-46, Travel Costs. These costs will be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations. The Contractor will not be reimbursed for travel and per diem within a 50-mile radius of the worksite where a Contractor has an office. Local travel expenses within the Washington Metropolitan area will not be reimbursed (this includes parking). All travel outside the Washington Metropolitan area must be approved by the COR in advance. No travel will be reimbursed without prior approval from the COR.

11.0 PLACE OF PERFORMANCE

Work, meetings, and briefings will be performed primarily at Contractor facilities. Frequent travel to ICE offices located at 801 I Street NW, Washington, D.C., or 500 12th St SW, Washington, D.C., or to the Tech Ops facility in Lorton, VA will be required. Additionally, travel to the Law Enforcement Support Center (LESC) facility located in Williston, VT may be required. Due to regular interaction with a multitude of program stakeholders, the Contractor's staff shall be located in the Greater Washington Area (GWA).

12.0 PERIOD OF PERFORMANCE

The period of performance of the FALCON System Maintenance and Services contract will consist of a base period of nine (9) months plus four (4) twelve (12) month option periods. A FAR 52.217-8 6-month optional extension allows for an additional six months' worth of Operations and Maintenance Support Services to be purchased after the end of Option Year 4.

13.0 SECURITY

Contractor personnel performing work under this PWS will not be dealing with classified information, but will be Sensitive but Unclassified (SBU) data. If it is determined that a higher security classification is necessary, based on a change to the scope of work of this PWS, required documentation from the contractor will be requested by the contracting officer prior to any modification adding classified work to this task order.

13.1 Section 508 Compliance

The DHS Office of Accessible Systems and Technology has determined that for the purposes of compliance with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), August 7, 1998, a National Security Exception applies. ICE received a National Security Exemption (**ICE-20120201-001**) on 2/01/2012.

13.2 General Clause

To ensure the security of the DHS/ICE information in their charge, ICE Contractors and Sub-contractors shall adhere to the same computer security rules and regulations as Federal Government employees unless an exception to policy is agreed to by the prime Contractors, ICE Information Systems Security Manager (ISSM) and Contracting Officer and detailed in the contract. Non-DHS Federal employees or Contractors who fail to comply with DHS/ICE security policies are subject to having their access to DHS/ICE IT systems and facilities terminated, whether or not the failure results in criminal prosecution. The DHS Rules of Behavior document applies to DHS/ICE support Contractors and Sub-contractors.

13.3 Security Policy References Clause

The following primary DHS/ICE IT Security documents are applicable to Contractor/Sub-contractor operations supporting Sensitive But Unclassified (SBU) based contracts. Additionally, ICE and its Contractors shall conform to other DHS Management Directives (MD) (Note: these additional MD documents appear on DHS-Online in the Management Directives Section. Volume 11000 "Security and Volume 4000 "IT Systems" are of particular importance in the support of computer security practices):

- DHS 4300A, Sensitive Systems Policy Directive
- DHS 4300A, IT Security Sensitive Systems Handbook
- ICE Directive, IT Security Policy for SBU Systems

13.3.1 Contractor Information Systems Security Officer (ISSO) Point of Contact Clause

The Contractor shall appoint and submit a name to ICE ISSM for approval, via the ICE COR, of a qualified individual to act as ISSO to interact with ICE personnel on any IT security matters.

13.3.2 Protection of Sensitive Information

The Contractor shall protect all DHS/ICE "sensitive information" to which the Contractor is granted physical or electronic access by adhering to the specific IT security requirements of this contract and the DHS/ICE security policies specified in the Reference Section above. The Contractor shall ensure that their systems containing DHS/ICE information and data be protected from unauthorized access, modification and denial of service. Further, the data shall be protected in order to ensure the privacy of individual's personal information.

13.3.3 Information Technology Security Program

If performance of the contract requires that DHS/ICE data be stored or processed on Contractor-owned information systems, the Contractor shall establish and maintain an IT Security Program. This program shall be consistent with the referenced DHS/ICE IT security policy documents and at a minimum contain and address the following elements:

- Handling of DHS/ICE sensitive information and IT resources to include media protection, access control, auditing, network security, and rules of behavior
- Certification and Accreditation (C&A) and FISMA compliance of Systems containing, processing or transmitting of DHS/ICE data
- Training and Awareness for Contractor personnel
- Security Incident Reporting
- Contingency Planning
- Security Reviews
- Contract Closeout Actions

13.3.4 Handling of Sensitive Information and IT Resources

The Contractor shall protect DHS/ICE sensitive information and all government provided and Contractor-owned IT systems used to store or process DHS/ICE sensitive information. The Contractor shall adhere to the following requirements for handling sensitive information:

- **Media Protection.** The Contractor shall ensure that all hardcopy and electronic media

(including backup and removable media) that contain DHS sensitive information are appropriately marked and secured when not in use. Any sensitive information stored on media to be surplus, transferred to another individual, or returned to the manufacturer shall be purged from the media before disposal. Disposal shall be performed using DHS/ICE approved sanitization methods. The Contractor shall establish and implement procedures to ensure sensitive information cannot be accessed or stolen. These procedures shall address the handling and protection of paper and electronic outputs from systems (computers, printers, faxes, copiers) and the transportation and mailing of sensitive media.)

- **Access Control.** The Contractor shall control user access to DHS/ICE sensitive information based on positive user identification, authentication, and authorization (Roles and Rules based) mechanisms. Access control measures employed shall provide protection from unauthorized alteration, loss, unavailability, or disclosure of information. The Contractor shall ensure its personnel are granted the most restrictive set of access privileges needed for performance of authorized tasks. The Contractor shall divide and separate duties and responsibilities of critical IT functions to different individuals so that no individual has all necessary authority or systems access privileges needed to disrupt or corrupt a critical process.
- **Auditing.** The Contractor shall ensure that its Contractor-owned IT systems used to store or process DHS/ICE sensitive information maintain an audit trail sufficient to reconstruct security relevant events. Audit trails shall include the identity of each person and device accessing or attempting to access the system, the time and date of the access and the log-off time, activities that might modify, bypass, or negate security safeguards, and security-relevant actions associated with processing. The Contractor shall periodically review audit logs and ensure that audit trails are protected from modification, unauthorized access, or destruction and are retained and regularly backed up.
- **Network Security.** The Contractor shall monitor its networks for security events and employ intrusion detection systems capable of detecting inappropriate, incorrect, or malicious activity. Any interconnections between Contractor-owned IT systems that process or store DHS/ICE sensitive information and IT systems not controlled by DHS/ICE shall be established through controlled interfaces and documented through formal Interconnection Security Agreements (ISA). The Contractor shall employ boundary protection devices to enforce access control between networks, including Internet and extranet access. The Contractor shall ensure its e-mail systems are secure, properly configured, and that network protection mechanisms implemented in accordance with DHS/ICE requirements. The Contractor shall conduct periodic vulnerability assessments and tests on its IT systems containing DHS/ICE sensitive information to identify security vulnerabilities. The results, of this information, will be provided to the ICE OCIO for review and to coordinate remediation plans and actions.
- DHS employees and Contractors shall not transmit sensitive DHS/ICE information to any personal e-mail account that is not authorized to receive it.
- **Rules of Behavior.** The Contractor shall develop and enforce Rules of Behavior for Contractor-owned IT systems that process or store DHS/ICE sensitive information. These Rules of Behavior shall meet or exceed the DHS/ICE rules of behavior.
- The Contractor shall adhere to the policy and guidance contained in the DHS/ICE reference documents.

13.3.5 Training and Awareness

The Contractor shall ensure that all Contractor personnel (including Sub-contractor personnel) who are involved in the management, use, or operation of any IT systems that handle DHS/ICE sensitive information, receive annual training in security awareness, accepted security practices, and system rules of behavior. If the Contractor does not use the ICE-provided annual awareness training, then they shall submit to the ICE ISSM their awareness training for approval. Should Contractor Training be approved for use, the Contractor shall provide proof of training completed to the ICE ISSM when requested.

The Contractor shall ensure that all Contractor personnel, including Sub-contractor personnel, with IT security responsibilities, receive specialized DHS/ICE annual training tailored to their specific security responsibilities. If the Contractor does not use the ICE-provided special training, then they shall submit to the ICE ISSM their awareness training for approval. Should Contractor training be approved for use, the Contractor shall provide proof of training completed to the ICE ISSM when requested.

Any Contractor personnel who are appointed as ISSO, Assistant ISSOs, or other position with IT security responsibilities, i.e., System/LAN Database administrators, system analyst and programmers may be required to attend and participate in the annual DHS Security Conference.

13.3.6 Certification and Accreditation (C&A) and FISMA compliance

The Contractor shall ensure that any Contractor-owned systems that process, store, transmit or access DHS/ICE information shall comply with the DHS/ICE C&A and FISMA requirements.

Any work on developing, maintaining or modifying DHS/ICE systems shall be done to ensure that DHS/ICE systems are in compliance with the C&A and FISMA requirements. The Contractor shall ensure that the necessary C&A and FISMA compliance requirements are being effectively met prior to the System or application's release into Production (this also includes pilots). The Contractor shall use the DHS provided tools for C&A and FISMA compliance and reporting requirements.

13.3.7 Security Incident Reporting

The Contractor shall establish and maintain a computer incident response capability that reports all incidents to the ICE Computer Security Incident Response Center (CSIRC) in accordance with the guidance and procedures contained in the referenced documents.

13.3.8 Contingency Planning

If performance of the contract requires that DIIS/ICE data be stored or processed on Contractor-owned information systems, the Contractor shall develop and maintain contingency plans to be implemented in the event normal operations are disrupted. All Contractor personnel involved with contingency planning efforts shall be identified and trained in the procedures and logistics needed to implement these plans. The Contractor shall conduct periodic tests to evaluate the effectiveness

of these contingency plans. The plans shall at a minimum address emergency response, backup operations, and post-disaster recovery.

13.3.9 Security Review and Reporting

The Contractor shall include security as an integral element in the management of this contract. The Contractor shall conduct reviews and report the status of the implementation and enforcement of the security requirements contained in this contract and identified references.

The Government may elect to conduct periodic reviews to ensure that the security requirements contained in this contract are being implemented and enforced. The Contractor shall afford DHS/ICE, including the Office of Inspector General, ICE ISSM, and other government oversight organizations, access to the Contractor's and Sub-contractors' facilities, installations, operations, documentation, databases, and personnel used in the performance of this contract. Access shall be provided to the extent necessary for the Government to carry out a program of inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of DHS/ICE data or the function of computer systems operated on behalf of DHS/ICE, and to preserve evidence of computer crime.

13.3.10 Use of Government Equipment

Contractors are not authorized to use Government office equipment (IT systems/computers) for personal use under any circumstances, unless limited personal use is specifically permitted by the contract. When so authorized, Contractors shall be governed by the limited personal use policies in the referenced documents.

13.3.11 Contract Closeout

At the expiration of this contract, the Contractor shall return all sensitive DHS/ICE information and IT resources provided during the life of this contract. The Contractor shall certify that all DHS/ICE information has been purged from any Contractor-owned system used to store or process DHS/ICE information. Electronic media shall be sanitized (overwritten or degaussed) in accordance with the sanitation guidance and procedures contained in reference documents and with DHS/NIST/National Security Agency (NSA) approved hardware and software.

13.3.12 Personnel Security

DHS/ICE does not permit the use of non U.S. Citizens in the performance of this contract or to access DHS/ICE systems or information.

All Contractor personnel (including Sub-contractor personnel) shall have favorably adjudicated background investigations commensurate with the sensitivity level of the position held before being granted access to DHS/ICE sensitive information.

The Contractor shall ensure all Contractor personnel are properly submitted for appropriate clearances.

The Contractor shall ensure appropriate controls have been implemented to prevent Contractor personnel from obtaining access to DHS/ICE sensitive information before a favorably adjudicated background investigation has been completed and appropriate clearances have been issued. At the option of the Government, interim access may be granted pending completion of a pre-employment check. Final access may be granted only upon favorable completion of an appropriate background investigation based on the risk level assigned to this contract by the Contracting Officer.

The Contractor shall ensure its personnel have a validated need to access DHS/ICE sensitive information and are granted the most restrictive set of access privileges needed for performance of authorized tasks.

The Contractor shall ensure that its personnel comply with applicable Rules of Behavior for all DHS/ICE and Contractor-owned IT systems to which its personnel have been granted access privileges.

The Contractor shall implement procedures to ensure that system access privileges are revoked for Contractor personnel whose employment is terminated or who are reassigned to other duties and no longer require access to DHS/ICE sensitive information.

The Contractor shall conduct exit interviews to ensure that Contractor personnel who no longer require access to DHS/ICE sensitive information understand their obligation not to discuss or disclose DHS/ICE sensitive information to which they were granted access under this contract.

13.3.13 Physical Security

The Contractor shall ensure that access to Contractor buildings, rooms, work areas and spaces, and structures that house DHS/ICE sensitive information or IT systems through which DHS/ICE sensitive information can be accessed, is limited to authorized personnel. The Contractor shall ensure that controls are implemented to deter, detect, monitor, restrict, and regulate access to controlled areas at all times. Controls shall be sufficient to safeguard IT assets and DHS/ICE sensitive information against loss, theft, destruction, accidental damage, hazardous conditions, fire, malicious actions, and natural disasters. Physical security controls shall be implemented in accordance with the policy and guidance contained in the referenced documents.

14.4 CONTRACTOR PERSONNEL SECURITY REQUIREMENTS

14.4.1 General

The United States Immigration and Customs Enforcement (ICE) has determined that performance of the tasks as described in Contract_HSCTE-13-F-00010 requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor) have access to sensitive DHS information, and that the Contractor will adhere to the following.

14.4.2 Fitness Determination

ICE will exercise full control over granting; denying, withholding or terminating unescorted government facility and/or sensitive Government information access for Contractor employees, based upon the results of a background investigation. ICE may, as it deems appropriate, authorize and make a favorable expedited pre-employment determination based on preliminary security checks. The expedited pre-employment determination will allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable pre-employment determination shall not be considered as assurance that a favorable full employment determination will follow as a result thereof. The granting of a favorable pre-employment determination or a full employment determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by ICE, at any time during the term of the contract. No employee of the Contractor shall be allowed to enter on duty and/or access sensitive information or systems without a favorable preliminary fitness determination or final fitness determination by the Office of Professional Responsibility, Personnel Security Unit (OPR-PSU). No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable pre-employment determination or full employment determination by the OPR-PSU. Contract employees are processed under the DHS Management Directive 6-8.0. The contractor shall comply with the pre-screening requirements specified in the DHS Special Security Requirement – Contractor Pre-Screening paragraph located in this contract, if HSAR clauses 3052.204-70, Security Requirements for Unclassified Information Technology (IT) Resources; and/or 3052.204-71, Contractor Employee Access are included in the Clause section of this contract.

14.4.3 Background Investigations

Contractor employees (to include applicants, temporaries, part-time and replacement employees) under the contract, needing access to sensitive information, shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. Background investigations will be processed through the Personnel Security Unit. Prospective Contractor employees shall submit the following completed forms to the Personnel Security Unit through the Contracting Offices Representative (COR), no less than 35 days before the starting date of the contract or 5 days prior to the expected entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

1. Standard Form 85P (SF 85P) "Questionnaire for Public Trust Positions" Form shall be submitted via e-QIP (electronic Questionnaires for Investigation Processing) (Original and One Copy)
2. Three signed eQip Signature forms: Signature Page, Release of Information and Release of Medical Information (Originals and One Copy)

3. Two FD 258, "Fingerprint Card"
4. Foreign National Relatives or Associates Statement (Original and One Copy)
5. DHS 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act" (Original and One Copy)
6. Optional Form 306 Declaration for Federal Employment (applies to contractors as well) (Original and One Copy)

Prospective Contractor employees who currently have an adequate current investigation and security clearance issued by the Defense Industrial Security Clearance Office (DISCO) or by another Federal Agency may not be required to submit complete security packages, and the investigation will be accepted for adjudication under reciprocity.

An adequate and current investigation is one where the investigation is not more than five years old and the subject has not had a break in service of more than two years.

Required forms will be provided by ICE at the time of award of the contract. Only complete packages will be accepted by the OPR-PSU. Specific instructions on submission of packages will be provided upon award of the contract.

Be advised that unless an applicant requiring access to sensitive information has resided in the US for three of the past five years, the Government may not be able to complete a satisfactory background investigation. In such cases, DHS retains the right to deem an applicant as ineligible due to insufficient background information.

The use of Non-U.S. citizens, including Lawful Permanent Residents (LPRs), is not permitted in the performance of this contract for any position that involves access to DHS /ICE IT systems and the information contained therein, to include, the development and / or maintenance of DHS/ICE IT systems; or access to information contained in and / or derived from any DHS/ICE IT system.

14.4.4 Transfers From Other DHS Contracts

Personnel may transfer from other DHS Contracts provided they have an adequate and current investigation (see above). If the prospective employee does not have an adequate and current investigation, an eQip Worksheet shall be submitted to the Intake Team to initiate a new investigation.

Transfers will be submitted on the COR Transfer Form, which will be provided by the Dallas PSU

Office along with other forms and instructions.

14.4.5 Continued Eligibility

If a prospective employee is found to be ineligible for access to Government facilities or information, the COR will advise the Contractor that the employee shall not continue to work or to be assigned to work under the contract.

The OPR-PSU may require drug screening for probable cause at any time and/ or when the contractor independently identifies, circumstances where probable cause exists.

The OPR-PSU may require reinvestigations when derogatory information is received and/or every 5 years.

ICE reserves the right and prerogative to deny and/ or restrict the facility and information access of any Contractor employee whose actions are in conflict with the standards of conduct, 5 CFR 2635 and 5 CFR 3801, or whom ICE determines to present a risk of compromising sensitive Government information to which he or she would have access under this contract.

14.4.6 Required Reports

The Contractor shall notify OPR-PSU of all terminations/ resignations within five days of occurrence. The Contractor shall return any expired ICE issued identification cards and building passes, or those of terminated employees to the COR. If an identification card or building pass is not available to be returned, a report must be submitted to the COR, referencing the pass or card number, name of individual to whom issued, the last known location and disposition of the pass or card. The COR will return the identification cards and building passes to the responsible ID Unit.

The Contractor shall provide, through the COR, a Quarterly Report containing the names of personnel who are active, pending hire, have departed within the quarter or have had a legal name change (Submitted with documentation) . The list shall include the Name, Position and SSN (Last Four) and should be derived from system(s) used for contractor payroll/voucher processing to ensure accuracy.

Submit reports to the email address (b)(6),(b)(7)(C)

14.4.7 Employment Eligibility

The contractor shall agree that each employee working on this contract will successfully pass the DHS Employment Eligibility Verification (E-Verify) program operated by USCIS to establish work authorization.

The E-Verify system, formerly known as the Basic Pilot/Employment Eligibility verification Program, is an Internet-based system operated by DHS USCIS, in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees. E-Verify represents the best means available for employers to verify the work authorization of their employees.

The Contractor shall agree that each employee working on this contract will have a Social Security Card issued and approved by the Social Security Administration. The Contractor shall be responsible to the Government for acts and omissions of his own employees and for any Subcontractor(s) and their employees.

Subject to existing law, regulations and/ or other provisions of this contract, illegal or undocumented aliens will not be employed by the Contractor, or with this contract. The Contractor shall ensure that this provision is expressly incorporated into any and all Subcontracts or subordinate agreements issued in support of this contract.

14.4.8 Security Management

The Contractor shall appoint a senior official to act as the Corporate Security Officer. The individual will interface with the OPR-PSU through the COR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the Contractor.

The COR and the OPR-PSU shall have the right to inspect the procedures, methods, and facilities utilized by the Contractor in complying with the security requirements under this contract. Should the COR determine that the Contractor is not complying with the security requirements of this contract, the Contractor will be informed in writing by the Contracting Officer of the proper action to be taken in order to effect compliance with such requirements.

The following computer security requirements apply to both Department of Homeland Security (DHS) U.S. Immigration and Customs Enforcement (ICE) operations and to the former Immigration and Naturalization Service operations (FINS). These entities are hereafter referred to as the Department.

14.4.9 Information Technology Security Clearance

When sensitive government information is processed on Department telecommunications and automated information systems, the Contractor agrees to provide for the administrative control of sensitive data being processed and to adhere to the procedures governing such data as outlined in *DHS IT Security Program Publication DHS MD₄300.Pub. or its replacement.* Contractor

personnel must have favorably adjudicated background investigations commensurate with the defined sensitivity level.

Contractors who fail to comply with Department security policy are subject to having their access to Department IT systems and facilities terminated, whether or not the failure results in criminal prosecution. Any person who improperly discloses sensitive information is subject to criminal and civil penalties and sanctions under a variety of laws (e.g., Privacy Act).

14.4.10 Information Technology Security Training and Oversight

All contractor employees using Department automated systems or processing Department sensitive data shall be required to receive Security Awareness Training. This training will be provided by the appropriate component agency of DHS.

Contractors involved with management, use, or operation of any IT systems that handle sensitive information within or under the supervision of the Department, shall receive periodic training at least annually in security awareness and accepted security practices and systems rules of behavior. Department contractors, with significant security responsibilities, shall receive specialized training specific to their security responsibilities annually. The level of training shall be commensurate with the individual's duties and responsibilities and is intended to promote a consistent understanding of the principles and concepts of telecommunications and IT systems security.

All personnel who access Department information systems will be continually evaluated while performing these duties. Supervisors should be aware of any unusual or inappropriate behavior by personnel accessing systems. Any unauthorized access, sharing of passwords, or other questionable security procedures should be reported to the local Security Office or Information System Security Officer (ISSO).

14.4.11 Non-Disclosure Agreement

Contractors are required to sign DHS I1000-6, Attachment 9 - Non-Disclosure Agreement, due to access to a sensitive ICE system. Non-Disclosure Agreements shall be provided to the COR and CO prior to the commencement of work on this task order.

15.0 LIST OF ACRONYMS

The list of acronyms in connection to this PWS is attached as Appendix A.

PWS Appendix A: List of Acronyms

| | |
|--------|--|
| AHS | Application Hosting Services |
| ADIS | Arrival and Departure Information System |
| AIDW | Automated Information Data Warehouse |
| AJAX | Asynchronous Java and XML |
| API | Application Programming Interface |
| ATS | Automated Targeting System |
| C&A | Certification and Accreditation |
| CCB | Change Control Board |
| CCDI | Consular Consolidated Database |
| CFR | Code of Federal Regulation |
| CLAIMS | Computer Linked Application Information Management System |
| CO | Contracting Officer |
| COB | Close of Business |
| COR | Contracting Officer's Representative |
| COTR | Contracting Officer's Technical Representative (same as COR) |
| COTS | Commercial Off-The-Shelf |
| CPIC | Capital Planning and Investment Control |
| CPU | Central Processing Units |
| CSIRC | Computer Security Incident Response Center |
| CSRC | Computer Security Resource Center |
| DARTTS | Data Analysis and Research for Trade Transparency System |
| DC | District of Columbia |
| DCID | Director of Central Intelligence Directive |
| DHS | Department of Homeland Security |
| DISCO | Defense Industrial Security Clearance Office |
| DoJ | Department of Justice |
| E3 | Next Generation of ENFORCE |
| EA | Enterprise Architecture |
| EADM | Enforcement Alien Detention Module |
| EARM | Enforcement Alien Removal Module |
| EID | Enforcement Integrated Database |
| EIT | Electronic and Information Technology |
| EIU | Executive Information Unit |

| | |
|----------|--|
| ELMS | Electronic Library Management System |
| ENFORCE | Enforcement Case Tracking System |
| EOD | Entry on Duty |
| ETL | Extract, Transfer and Load |
| E-VERIFY | Eligibility Verification |
| FAR | Federal Acquisition Regulations |
| FINS | Former Immigration Naturalization Service |
| FIPS | Federal Information Processing Standard |
| FISMA | Federal Information Security Management Act |
| FITSAF | Federal Information Technology Security Assessment Framework |
| FRD | Functional Requirements Document |
| FTR | Federal Travel Regulations |
| GFE | Government Furnished Equipment |
| GFI | Government Furnished Information |
| GFP | Government Furnished Property |
| GNR | Global Name Recognition |
| GOTS | Government Off-The-Shelf |
| GWA | Greater Washington, DC Area |
| HSI | Homeland Security Investigations |
| HSTC | Human Smuggling and Trafficking Center |
| I2MS | Investigative Information Management System |
| IBM | International Business Machines |
| ICE | Immigration and Customs Enforcement |
| ICEPIC | ICE Pattern Analysis Information Collection Tool |
| ICE/SAC | ICE Special Agent in Charge |
| ID | Identification Card |
| IPT | Integrated Project Team |
| IRRIS | Investigation Records Review for Information Sharing |
| ISA | Interconnection Security Agreements |
| ISB | Investigative Systems Branch |
| ISC2 | International Info Systems Security Certification Consortium |
| ISSM | Information Systems Security Manager |
| ISSO | Information Systems Security Officer |
| IT | Information Technology |
| ITCR | Information Technology Change Request |
| KITE | Palantir Data Ingestion |

| | |
|---------|---|
| LECAD | Law Enforcement Centralized Access Development |
| LEISS | Law Enforcement Information Sharing System |
| LESC | Law Enforcement Support Center |
| LPR | Lawful Permanent Residents |
| MCC | Mobile Command Center |
| MD | Management Directive |
| MS | Microsoft |
| NCIC | National Crime Information Center |
| NISPOM | National Industrial Security Program Operating Manual |
| NIST | National Institute of Standards and Technology |
| NSA | National Security Agency |
| NSEERs | National Security Entry and Exit Registration System |
| O&M | Operations and Maintenance |
| OAST | Office on Accessible Systems and Technology |
| OCIO | Office of the Chief Information Officer |
| OCONUS | Outside of the Continental United States |
| ODC | Other Direct Cost |
| OI | Office of Investigations |
| OIT | Office of Information and Technology |
| OMB | Office of Management and Budget |
| OPR | Office of Professional Responsibility |
| PCN | Potomac Center North |
| PCTS | Parole Case Tracking System |
| PHOENIX | Palantir Big Data Platform |
| PM | Program Manager |
| PMO | Program Management Office |
| PMP | Project Management Professional |
| POP | Period of Performance |
| PSU | Personnel Security Unit |
| QAP | Quality Assurance Plan |
| QASP | Quality Assurance Surveillance Plan |
| QCP | Quality Control Plan |
| RAPTOR | Palantir Data Index Tool |
| RELRES | Relationship Resolution |
| RFD | Request for Deviation |
| ROI | Records of Investigation |

| | |
|----------|---|
| SBU | Sensitive But Unclassified |
| SCI | Sensitive Compartmented Information |
| SCR | System Change Request |
| SDA | System Design Alternative |
| SDD | Systems Development Division |
| SEACATS | Seized Asset and Case Tracking System |
| SELC | System Enterprise Lifecycle |
| SEN | Significant Event Notification |
| SEVIS | Student Exchange Visitor Information System |
| SLA | Service Level Agreement |
| SLM | System Lifecycle Management |
| SOP | Standard Operating Procedure |
| SOW | Statement of Work |
| SRD | System Requirements Document |
| SW | Software |
| TAIS | Telecommunications and Automated Information Systems |
| TLS | Telephone Linking System |
| TMP | Transition Management Plan |
| TO | Task Order |
| TRM | Technical Reference Model |
| TS | Top Secret |
| TTU | Trade Transparency Unit |
| UAT | User Acceptance Testing |
| USCIS | United States Citizenship and Immigration Services |
| US-VISIT | United States Visitor and Immigrant Status Indicator Technology |
| VPN | Virtual Private Network |

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 7

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

PC0002

See Block 16C

192114VHQ6ISI0005

6. ISSUED BY

CODE

ICE/TC/IT SERVICE

7. ADMINISTERED BY (If other than Item 6)

CODE

ICE/TC/IT SERVICES

ICE/Info Tech Svs/IT Services
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street NW, (b)(6)(b)(7)(C)
Washington DC 20536

ICE/Info Tech Svs/IT Services
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street NW, (b)(6)(b)(7)(C)
Attn: (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.

PALANTIR TECHNOLOGIES INC
100 HAMILTON AVENUE
SUITE 300
PALO ALTO CA 943011650

9B. DATED (SEE ITEM 11)

CODE 3621309520000

FACILITY CODE

10A. MODIFICATION OF CONTRACT/ORDER NO.

GS-35F-0086U
HSCE/PC-13-F-00030

10B. DATED (SEE ITEM 13)

06/13/2013

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 | |
|-------------------------------------|---|
| <input type="checkbox"/> | 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. |
| <input type="checkbox"/> | 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). |
| <input checked="" type="checkbox"/> | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Pursuant to FAR 52.217-9 (Option to Extend the Term of the Contract) clause |
| <input type="checkbox"/> | D. OTHER (Specify type of modification and authority) |

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ 0 _____ 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

Exempt Action: N

This modification exercised Option Period 1, obligates funding to incrementally fund CLIN 1001 and CLIN 1006, and exercised CLIN 1007 pursuant to FAR 52.232-18 (Availability of Funds) clause. See attached.

LIST OF CHANGES:

Reason for Modification : Exercise an Option

Period Of Performance End Date changed from 13-MAR-14 to 13-MAR-15

New Total Amount for this Version: (b)(4)

New Total Amount for this Award: (b)(4)

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)

(b)(6);(b)(7)(C)

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

15C. DATE SIGNED

(Signature of person authorized to sign)

11/7/14

NSN 7540-01-152-8070
Previous edition unusable

30 (REV. 10-83)

NAME OF OFFEROR OR CONTRACTOR
PALANTIR TECHNOLOGIES INC

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| | <p>Obligated Amount for this Modification: (b)(4)</p> <p>New Total Obligated Amount for this Award: (b)(4)</p> <p>Incremental Funded Amount changed from \$0.00 to (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 1001 Obligated Amount for this modification: (b)(4) Incremental Funded Amount changed from \$0.00 to (b)(4) Incrementally Funded through date of 08/06/2014 is added Exercised option</p> <p>CHANGES FOR LINE ITEM NUMBER: 1006 Obligated Amount for this modification: (b)(4) Incremental Funded Amount changed from \$0.00 to (b)(4) Incrementally Funded through date of 09/26/2014 is added Exercised option</p> <p>CHANGES FOR LINE ITEM NUMBER: 1007 Incrementally Funded through date of 03/13/2014 is added Exercised option Pursuant to FAR 52.232-18 (Availability of Funds) clause Period of Performance: 06/14/2013 to 03/13/2015</p> <p>Change Item 1001 to read as follows (amount shown is the obligated amount):</p> <p>Option Year 1 (3/14/14 to 3/13/15)</p> | | | | |
| 1001 | <p>132-34-PT-PG-100001 Palantir Operations and Maintenance Support Services. This is a firm-fixed price optional CLIN for annual support and maintenance of 56 Palantir Gotham Licenses. This CLIN includes Palantir Phoenix and Palantir Mobile at no additional cost to the Government. Fully Funded Obligation Amount: (b)(4) Incrementally Funded Amount: (b)(4)</p> <p>Accounting Info: (b)(4),(b)(7)(E)</p> | 56 | EA | (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) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| 1006 | (b)(4);(b)(7)(E) | 176 | EA | (b)(4) | |
| | <p>This Firm-Fixed Price CLIN is incrementally funded as outlined above and in Attachment 1. The contractor is not authorized to continue work on this CLIN beyond 8/6/2014. If the contractor continues work past this date prior to additional funding being obligated, they do so at their own risk. Funds will be obligated, when available, via a separate modification to this task order order.</p> | | | | |
| | <p>Change Item 1006 to read as follows (amount shown is the obligated amount):</p> | | | | |
| | <p>Option Year 1 (3/14/14 to 3/13/15)</p> | | | | |
| | <p>PT-FG-100001 Annual Support and Maintenance for 1 Palantir Gotham License, per server core. Deployed in support of DARTTS. This is a firm-fixed price CLIN for annual support and maintenance of 176 Palantir Gotham Licenses from 3/14/2014 to 3/13/2015. Fully Funded Obligation Amount: (b)(4) Incrementally Funded Amount: (b)(4)</p> | | | | |
| | <p>Accounting info: (b)(4);(b)(7)(E)</p> | | | | |
| | <p>This Firm-Fixed Price CLIN is incrementally funded as outlined above and in Attachment 1. The contractor is not authorized to continue work on this CLIN beyond 9/26/2014. If the contractor continues work past this date prior to additional funding being obligated, they do so at their own risk. Funds will be obligated, when available, via a separate modification to this task order order.</p> | | | | |
| | <p>Change Item 1007 to read as follows (amount shown is the obligated amount): Continued ...</p> | | | | |

NAME OF OFFEROR OR CONTRACTOR
PALANTIR TECHNOLOGIES INC

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| 1007 | <p>Option Year 1 (3/14/14 to 3/13/15)</p> <p>PT-PG-000001 Palantir Gotham Perpetual License, per server core. No additional user licenses required. Includes initial year O&M. Deployed in support of EID. This is a firm-fixed price CLIN for 80 Palantir Gotham Perpetual Licenses and annual support and maintenance for the inclusion of the EID dataset from 3/14/2014 to 3/13/2015.</p> <p>Fully Funded Obligation Amount: (b)(4)</p> <p>Incrementally Funded Amount: (b)(4)</p> <p>Accounting Info: (b)(4);(b)(7)(E)</p> <p>This Firm-Fixed Price CLIN is subject to FAR 52.232-18 (Availability of Funds) clause as outlined above and in Attachment 1. Option Period 1 is being exercised; however, no funds have been made available at this time. The contractor is not authorized to perform work on this CLIN until funding has been made available and obligated to this CLIN. If the contractor performs work on this CLIN prior to funding being obligated, they do so at their own risk. Funds will be obligated, when available, via a separate modification to this task order order.</p> | 80 | EA | (b)(4) | |

Contract: GS-35F-0086U (Palantir Technologies Inc)
 Task Order: HSCETC-13-F-00030
 Mod: P00002
 Title: FALCON Operations and Maintenance Support Services

Ceiling and Funding Information

| | <u>Prior to this action</u> | <u>This action</u> | <u>Total</u> |
|-------------------------------|-----------------------------|--------------------|--------------|
| Total Task Order Fixed Price | \$ (b)(4) | \$ (b)(4) | \$ (b)(4) |
| Total Obligated Funding | \$ | \$ | \$ |
| Task Order Ceiling w/ Options | \$ | \$ - | \$ |

Period of Performance

Begins 6/14/2013 Ends 3/13/2015

Task Order Administration

Contracting Officer

(b)(6);(b)(7)(C)
 DHS/ICE/ITAD
 801 I St NW
 Washington, DC 20001
 Telephone: 202-732-(b)(6);(b)(7)(C)
 Email: (b)(6);(b)(7)(C)

Contract Specialist

(b)(6);(b)(7)(C)
 DHS/ICE/ITAD
 801 I St NW
 Washington, DC 20001
 Telephone: 202-732-(b)(6);(b)(7)(C)
 Email: (b)(6);(b)(7)(C)

Contracting Officer Representatives (COR/ACOR)

COR

(b)(6);(b)(7)(C)
 Management and Program Analyst
 DHS - ICE - HSI - IS&IM
 500 12th St NW
 Washington, DC 20024
 Telephone: 202-732-(b)(6);(b)(7)(C)
 Email: (b)(6);(b)(7)(C)

ACOR

(b)(6);(b)(7)(C)
 Management and Program Analyst
 DHS - ICE - HSI - IS&IM
 500 12th St SW
 Washington, DC 20524
 Telephone: 202-732-(b)(6)
 Email: (b)(6);(b)(7)(C)

List of Attachments and Other Documents

| Attachment Number | Attachment Title | Date | Number of Pages | Cross Reference Materials | Document Version |
|-------------------|------------------|----------|-----------------|---------------------------|------------------|
| 1 | Attachment 1 | 1/6/2014 | 2 | | P00002 |

Contract: GS-35F-0086U (Palantir Technologies Inc)
 Task Order: HSCETC-13-F-00030
 Mod: P00002
 Title: FALCON Operations and Maintenance Support Services

1. This modification obligates funding and exercises Option Period 1 as outlined below:

(a) Contract Line Item Numbers (CLINs) listed below are incrementally funded as shown in the below table. For these CLINs, the sum of \$(b)(4) of the total Firm-Fixed Price (FFP) of (b)(4) is presently available for payment and allotted to this task order. These are the only CLINs under Option Period 1 that will be exercised. This funding table will be updated via task order modification when additional funding is provided.

| CLIN | CLIN Price | Incremental Funding | Amount Required to Fully Fund | Incrementally Funded Through |
|--------|------------|---------------------|-------------------------------|------------------------------|
| 1001 | (b)(4) | | | |
| 1006 | | | | |
| *1007 | | | | |
| Totals | | | | |

* Subject to FAR 52.232-18 (Availability of Funds) clause.

(b) For CLINs identified in paragraph (a) as not fully funded, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement of authorized termination costs in the event of termination of those CLINs for the Government's convenience, does not exceed the total amount currently allotted to the CLINs not fully funded under the task order. The Contractor is not authorized to continue work on those CLINs beyond that date. The total amount payable by the Government in the event of such termination of those CLINs identified in paragraph (a) above includes costs, profit, and estimated/negotiated termination settlement costs for those CLINs. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the CLINs of the task order regardless of anything to the contrary in any other clause, such as the clause entitled "Termination for Convenience of the Government" or paragraph (l) entitled "Termination for the Government's Convenience" of the clause at FAR 52.212-4, "Commercial Terms and Conditions-Commercial Items."

(c) Notwithstanding paragraph (i) below, the Contractor will notify the Contracting Officer in writing at least 30 days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, is approximate 85 percent of the total amount then allotted to the contract for performance of the applicable CLINs. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the CLINs funded pursuant to this task order. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any CLINs for which additional funds have not been allotted, pursuant to the clause of this contract authorizing termination for the convenience of the government, such as the clause entitled "Termination for Convenience of the Government" or paragraph (l) entitled "Termination for the Government's Convenience" of the clause at FAR 52.212-4, "Commercial Terms and Conditions-Commercial Items."

(d) When additional funds are allotted for continued performance of the CLINs identified in paragraph (a), the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) will apply in like manner to the additional allotted funds and agreed substitute date, and the task order will be modified accordingly.

(e) The Government may at any time prior to termination allot additional funds for the performance of the CLINs identified in paragraph (a).

(f) The termination provisions of paragraphs (a) through (i) do not limit the rights of the Government under the clause entitled "Default" or "Termination for Cause." The provisions of this clause are limited to the work and

Attachment 1

Contract: GS-35F-0086U (Palantir Technologies Inc)

Task Order: HSCETC-13-F-00030

Mod: P00002

Title: FALCON Operations and Maintenance Support Services

allotment of funds for the CLINs set forth in paragraph (a). This clause no longer applies once the task order is fully funded.

(g) Nothing in this clause affects the right of the Government to terminate this task order pursuant to the clause of this task order entitled "Termination for Convenience of the Government" or paragraph (l) entitled "Termination for the Government's Convenience" of the clause at FAR 52.212-4, "Commercial Terms and Conditions-Commercial Items."

(h) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(i) The parties contemplate that the Government will allot funds to this task order from time to time as the need arises and as funds become available. There is no fixed schedule for providing additional funds.

2. Contractors shall use these procedures when submitting an invoice.

Invoice Submission:

- Primary method of submission is email. Invoices shall be submitted to:

(b)(6);(b)(7)(C)

Each email shall be in a .pdf format; contain only one (1) invoice and the subject line of the email will annotate the invoice number.

- Alternate method of submission is fax. Invoices shall be submitted to:

802-288-(b)(6)

Each fax shall have a cover sheet identifying point of contact, phone number and number of pages.

Note: The Contractor's Dunn and Bradstreet (D&B) DUNS number must be active in the System for Award Management (SAM) at (b)(7)(F).

Content of Invoices: Each invoice submission shall contain the following information:

- (i) Name and address of the Contractor. The name, address and DUNS number on the invoice MUST match the information in both the Contract/Agreement and the information in the SAM;
- (ii) Dunn and Bradstreet (D&B) DUNS number;
- (iii) Invoice date and invoice number;
- (iv) Agreement/Contract number, contract line item number and, if applicable, the order number;
- (v) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (vi) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vii) Terms of any discount for prompt payment offered;
- (viii) Remit to Address;
- (ix) Name, title, and phone number of person to notify in event of defective invoice;
- (x) Whether the invoice is "Interim" or "Final" and
- (xi) ICE program office designated on order/contract/agreement.

In accordance with Contract Clause, FAR 52.212-4(g)(1), Contract Terms and Conditions – Commercial Items, or FAR 52.232-25(a)(3), Prompt Payment, as applicable, the information identified above is required with each invoice submission.

Payment Inquiries: Questions regarding invoice submission or payment, please contact ICE Financial Operations at 1-877-491-6521 or by e-mail at (b)(6);(b)(7)(C)

Attachment 1

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (if applicable)
 P00003 See Block 16C 192114VHQ6IS10013

6. ISSUED BY CODE 7. ADMINISTERED BY (if other than Item 6) CODE
 ICE/TC/IT SERVICE ICE/TC/IT SERVICES
 ICE/Info Tech Svs/IT Services ICE/Info Tech Svs/IT Services
 Immigration and Customs Enforcement Immigration and Customs Enforcement
 Office of Acquisition Management Office of Acquisition Management
 801 I Street NW, (b)(6);(b)(7)(C) 801 I Street NW, (b)(6);(b)(7)(C)
 Washington DC 20536 Attn: (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.
 PALANTIR TECHNOLOGIES INC (X)
 100 HAMILTON AVENUE
 SUITE 300
 PALO ALTO CA 943011650

9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO.
 GS-35F-0C86U
 HSCETC-13-F-00030
 10B. DATED (SEE ITEM 13)
 06/13/2013

CODE 362130952000C 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).
 X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 Pursuant to FAR 52.217-9 (Option to Extend the Term of the Contract) clause
 D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ 0 _____ 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
 Exempt Action: N
 This modification obligates funding and fully funds Option Period 1 CLINs that were previously incrementally funded. See attached.

LIST OF CHANGES:
 Reason for Modification : Funding Only Action
 Obligated Amount for this Modification: (b)(4)
 New Total Obligated Amount for this Award: (b)(4)
 Incremental Funded Amount changed from (b)(4)

Continued ...
 Except as provided herein, all terms and conditions of the document referenced in Item 9A or 1 (b)(6);(b)(7)(C)

15A. NAME AND TITLE OF SIGNER (Type or print)
 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED
 (Signature of person authorized to sign) DATE SIGNED
 3/19/14
 (REV. 10/83)

NSN 7540-01-152-8070
 Previous edition unusable

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) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| 1001 | <p>CHANGES FOR LINE ITEM NUMBER: 1001 Obligated Amount for this modification: (b)(4) Incremental Funded Amount changed from (b)(4)</p> <p>NEW ACCOUNTING CODE ADDED: Account code: (b)(4),(b)(7)(E)</p> <p>CHANGES FOR LINE ITEM NUMBER: 1006 Obligated Amount for this modification: (b)(4) Incremental Funded Amount changed from (b)(4)</p> <p>NEW ACCOUNTING CODE ADDED: Account code: (b)(4),(b)(7)(E)</p> <p>CHANGES FOR LINE ITEM NUMBER: 1007 Obligated Amount for this modification: (b)(4) Incremental Funded Amount changed from \$0.00 to (b)(4)</p> <p>NEW ACCOUNTING CODE ADDED: Account code: SEE ATTACHMENT A Amount: (b)(4) Period of Performance: 06/14/2013 to 03/13/2015</p> <p>Change Item 1001 to read as follows (amount shown is the obligated amount):</p> <p>Option Year 1 (3/14/14 to 3/13/15)</p> <p>132-34-PT-PG-100001 Palantir Operations and Maintenance Support Services. This is a firm-fixed price optional CLIN for annual support and maintenance of 56 Palantir Gotham Licenses. This CLIN includes Palantir Phoenix and Palantir Mobile at no additional cost to the Government. Fully Funded Obligation Amount (b)(4) Continued ...</p> | 56 | EA | (b)(4) | |

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 GS-35F-0086U/HSCETC-13-F-00030/P00003

PAGE OF
 3 7

NAME OF OFFEROR OR CONTRACTOR
 PALANTIR TECHNOLOGIES INC

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| 1006 | <p>Incrementally Funded Amount: (b)(4)</p> <p>Accounting Info: (b)(4),(b)(7)(E)</p> <p>Change Item 1006 to read as follows (amount shown is the obligated amount):</p> <p>Option Year 1 (3/14/14 to 3/13/15)</p> <p>PT-PG-100001 Annual Support and Maintenance for 1 Palantir Gotham License, per server core. Deployed in support of DARTTS. This is a firm-fixed price CLIN for annual support and maintenance of 176 Palantir Gotham Licenses from 3/14/2014 to 3/13/2015.</p> <p>Fully Funded Obligation Amount: (b)(4)</p> <p>Incrementally Funded Amount: (b)(4)</p> <p>Accounting Info: (b)(4),(b)(7)(E)</p> <p>Change Item 1007 to read as follows (amount shown is the obligated amount):</p> <p>Option Year 1 (3/14/14 to 3/13/15)</p> <p>Continued ...</p> | 176 | EA | (b)(4) | |

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 GS-35F-0086U/HSCETC-13-F-00030/P00003

PAGE OF
 4 7

NAME OF OFFEROR OR CONTRACTOR
 PALANTIR TECHNOLOGIES INC

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| 1007 | PT-PG-000001 Palantir Gotham Perpetual License, per server core. No additional user licenses required. Includes initial year O&M. Deployed in support of EID. This is a firm-fixed price CLIN for 80 Palantir Gotham Perpetual Licenses and annual support and maintenance for the inclusion of the EID dataset from 3/14/2014 to 3/13/2015. Fully Funded Obligation Amount: (b)(4) Incrementally Funded Amount: (b)(4) Accounting Info: (b)(4),(b)(7)(E) | 80 | EA | (b)(4) | |

Contract: GS-35F-0086U (Palantir Technologies Inc)
 Task Order: HSCETC-13-F-00030
 Mod: P00003
 Title: FALCON Operations and Maintenance Support Services

Ceiling and Funding Information

| | <u>Prior to this action</u> | | <u>This action</u> | | <u>Total</u> |
|-------------------------------|-----------------------------|----|--------------------|----|--------------|
| Total Task Order Fixed Price | \$ (b)(4) | \$ | - | \$ | (b)(4) |
| Total Obligated Funding | \$ | \$ | (b)(4) | \$ | |
| Task Order Ceiling w/ Options | \$ | \$ | - | \$ | |

Period of Performance

Begins 6/14/2013 Ends 3/13/2015

Task Order Administration

Contracting Officer

(b)(6);(b)(7)(C)

DHS/ICE/ITAD
 801 I St NW
 Washington, DC 20001
 Telephone: 202-732-(b)(6);(b)(7)(C)
 Email: (b)(6);(b)(7)(C)

Contract Specialist

(b)(6);(b)(7)(C)

DHS/ICE/ITAD
 801 I St NW
 Washington, DC 20001
 Telephone: 202-732-(b)(6);(b)(7)(C)
 Email: (b)(6);(b)(7)(C)

Contracting Officer Representatives (COR/ACOR)

COR

(b)(6);(b)(7)(C)

Management and Program Analyst
 DHS - ICE - HSI - IS&IM
 500 12th St NW
 Washington, DC 20024
 Telephone: 202-732-(b)(6);(b)(7)(C)
 Email: (b)(6);(b)(7)(C)

ACOR

(b)(6);(b)(7)(C)

Management and Program Analyst
 DHS - ICE - HSI - IS&IM
 500 12th St SW
 Washington, DC 20524
 Telephone: 202-732-(b)(6);(b)(7)(C)
 Email: (b)(6);(b)(7)(C)

List of Attachments and Other Documents

| Attachment Number | Attachment Title | Date | Number of Pages | Cross Reference Materials | Document Version |
|-------------------|------------------|-----------|-----------------|---------------------------|------------------|
| 1 | Attachment 1 | 3/19/2014 | 2 | | P00003 |

Contract: GS-35F-0086U (Palantir Technologies Inc)
 Task Order: HSCETC-13-F-00030
 Mod: P00003
 Title: FALCON Operations and Maintenance Support Services

1. This modification obligates the remaining funding to fully fund Option Period 1 as outlined below:

(a) Contract Line Item Numbers (CLINs) listed below are fully funded as shown in the below table.

| CLIN | CLIN Price | Previous Funding Action | This Funding Action | Total CLIN Funding |
|--------|------------|-------------------------|---------------------|--------------------|
| 1001 | (b)(4) | | | |
| 1006 | | | | |
| 1007 | | | | |
| Totals | | | | |

2. Contractors shall use these procedures when submitting an invoice.

Invoice Submission:

- Primary method of submission is email. Invoices shall be submitted to:

(b)(6);(b)(7)(C)

Each email shall be in a pdf format; contain only one (1) invoice and the subject line of the email will annotate the invoice number.

- Alternate method of submission is fax. Invoices shall be submitted to:

802-288-(b)(6);(b)(7)(D)

Each fax shall have a cover sheet identifying point of contact, phone number and number of pages.

Note: The Contractor's Dunn and Bradstreet (D&B) DUNS number must be active in the System for Award Management (SAM) at (b)(7)(E)

Content of Invoices: Each invoice submission shall contain the following information:

- Name and address of the Contractor. The name, address and DUNS number on the invoice MUST match the information in both the Contract/Agreement and the information in the SAM;
- Dunn and Bradstreet (D&B) DUNS number;
- Invoice date and invoice number;
- Agreement/Contract number, contract line item number and, if applicable, the order number;
- Description, quantity, unit of measure, unit price and extended price of the items delivered;
- Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- Terms of any discount for prompt payment offered;
- Remit to Address;
- Name, title, and phone number of person to notify in event of defective invoice;
- Whether the invoice is "Interim" or "Final" and
- ICE program office designated on order/contract/agreement.

In accordance with Contract Clause, FAR 52.212-4(g)(1), Contract Terms and Conditions – Commercial Items, or FAR 52.232-25(a)(3), Prompt Payment, as applicable, the information identified above is required with each invoice submission.

Contract: GS-35F-0086U (Palantir Technologies Inc)

Task Order: HSCETC-13-F-00030

Mod: P00003

Title: FALCON Operations and Maintenance Support Services

Payment Inquiries: Questions regarding invoice submission or payment, please contact ICE Financial Operations at 1-877-491-6521 or by e-mail at (b)(6);(b)(7)(C)

Attachment 1