

EXHIBIT A

Execution Version

SUBSCRIPTION AGREEMENT

Clear Sailing Group IV LLC
40 Wall Street, 17th Floor
New York, NY 10005

Ladies and Gentlemen:

1. The undersigned individual or entity (the “**Investor**”) hereby applies to become a member (a “**Member**”) of Clear Sailing Group IV LLC, a Delaware series limited liability company (the “**Fund**”), on the terms and conditions set forth in this Subscription Agreement (the “**Subscription Agreement**”) and in the Third Amended and Restated Limited Liability Company Operating Agreement of the Fund (the “**Operating Agreement**”), a true and correct copy of which is attached hereto as Exhibit A. Capitalized terms used but not defined in this Subscription Agreement have the meanings specified in the Operating Agreement.

2. The Investor hereby irrevocably subscribes for and agrees to purchase, and the Fund hereby irrevocably agrees to sell, issue and allocate to the Investor, a Series G Interest in the Fund, with an aggregate Capital Contribution equal to the amount set forth on the Signature Page hereof (the “**Signature Page**”).

3. Upon the execution and delivery of this Subscription Agreement by each of the Investor and the Fund, and the payment of the Investor’s Capital Contribution to the Fund, the Investor shall be admitted as the sole Series G Member of the Fund on the date hereof. Subject to the Investor’s admission as the Series G Member of the Fund, the Investor hereby adopts, accepts and agrees to be bound by the terms and conditions of the Operating Agreement.

4. In addition to the representations and warranties of the Fund set forth in Section 12.2 of the Operating Agreement (each of which is incorporated herein by reference), each of the Fund, Felix Investments, Frank Mazzola and John Bivona hereby represents and warrants to the Investor as follows:

- (a) This Subscription Agreement has been duly authorized, executed and delivered by the Fund and, upon due authorization, execution and delivery by the Investor, will constitute the valid and legally binding agreement of the Fund, enforceable in accordance with its terms against the Fund;
- (b) The Fund is the record and beneficial owner of, and has valid title to, 227,000 shares of Class A Common Stock (the “**Shares**”) of Palantir Technologies Inc. (“**Palantir**”), free and clear of any pledge, lien, security interest, encumbrance, claim or equitable interest with respect thereto.
- (a) The Fund has allocated all of the Shares to the “Series G” Series of the Fund and the Shares constitute the sole Investment of such Series. Upon the Investor’s purchase of the Series G Interest, the Investor shall be the sole Series G Member. No Person other than the Series G Member and the Carried Interest Designee (to the extent set forth in Section 4.7.2 of the Operating Agreement) has any legal, beneficial or economic interest in Series G of the Fund or in the Shares.

- (b) The acquisition of the Shares by the Fund did not violate any applicable securities laws or any restrictions on transfer or other restrictions with respect to the Shares and that all necessary consents and approvals were obtained with respect to such acquisition. The Fund acquired the Shares on February 22, 2012 pursuant to that certain Stock Transfer Agreement between the Fund and Akash Jain.
- (c) The issuance of the Series G Interest to the Investor does not and will not violate the terms of any agreement or instrument to which the Fund is subject or by which it or the Shares are bound or subject. All necessary consents and approvals with respect to the issuance of the Series G Interest to the Investor have been obtained.
- (d) The distribution of the Shares by the Fund to the Investor or any designee identified by the Investor in writing to the Fund, following the expiration of the lock-up agreement(s) (the “**Lock-Up**”) applicable to the initial public offering of Palantir, will not violate the terms of any agreement or instrument to which the Fund is subject or by which it or the Shares are bound or subject, and will not require any consents or approvals of Palantir or any other party.
- (e) John Bivona is the sole Manager of the Fund.
- (f) The Operating Agreement has been duly approved by all necessary action on the part of the Manager and the Members and is in effect on the date hereof in the form attached as Exhibit A. The Schedule A attached to the Operating Agreement (which is included in Exhibit A attached hereto) is accurate and complete and in all respects as of the date hereof.
- (g) To the knowledge of the Fund or the Manager, (i) since the date on which the Fund acquired the Shares, there has been no stock combination, split, recapitalization or the like with respect to the Shares and (ii) there is no legal action, suit or arbitration pending or reasonably likely to be commenced involving the Fund or the Manager with respect to the Fund’s acquisition or ownership of the Shares or that would otherwise be reasonably likely to have an adverse effect on the “Series G” Series or the Shares.
- (h) The foregoing representations and warranties to the Investor by the Fund, John Bivona, Frank Mazzola and Felix Investments, and the agreements set forth below in Section 5 and elsewhere herein, shall survive the Investor’s admission to the Fund as a Member.

5. Notwithstanding anything to the contrary contained in the Operating Agreement, the Fund, Felix Investments, Frank Mazzola and John Bivona hereby covenant and agree as follows:

- (a) The Fund and the Manager shall cause the Shares to be distributed to the Investor or its designee identified in writing to the Fund promptly following the expiration of the Lock-Up, but in no event later than one week thereafter.
- (b) Without the prior written consent of the Investor, the Fund shall not, and the Manager shall cause the Fund not to, directly or indirectly, (i) issue any additional Series G Interests or admit any additional Members with respect to the “Series G” Series, (ii)

create any beneficial interest in the Fund with respect to the “Series G” Series or the Shares, (iii) amend the Operating Agreement, except to the extent such amendment has no adverse effect on the “Series G” Series and affects all Members equally, (iv) take any action which adversely affects the Investor’s Interest in the Fund or its indirect beneficial interest in the Shares, or (v) sell, assign, transfer, convey, pledge, encumber, grant any direct or indirect interest in or otherwise dispose of the Shares.

- (c) No claim for indemnification may be made by the Manager or any other Indemnified Party against the Fund pursuant to Section 5.4 or Section 5.5 of the Operating Agreement in a manner that would require any payment or contribution from the “Series G” Series or otherwise have any adverse effect on the “Series G” Series, the value of such Series Investments, the Shares or the right of the Investor to the distribution of the Shares as contemplated herein (any such claim, a “**Claim**”). Neither John Bivona nor any other Manager or Indemnified Person shall make any Claim and they hereby waive any right to do so.
- (d) If John Bivona ceases to serve as the Manager for any reason, Frank Mazzola or another person acceptable to the Investor shall be appointed as Manager (and no other additional Managers shall be appointed without the prior written consent of the Investor). The Fund, Frank Mazzola, John Bivona and Felix Investments each agree to take all necessary actions to cause a new Manager acceptable to the Investor to be appointed.
- (e) The Investor shall have the option, in its sole discretion, to satisfy any obligation in respect of carried interest payable to the Carried Interest Designee pursuant to Section 4.7.2 of the Operating Agreement either in cash or in Shares.
- (f) The sum of the “liabilities attributable to” the “Series G” Series, any General Liabilities allocated to the “Series G” Series pursuant to Section 2.8(c)(ii) of the Operating Agreement and any other expenses which would otherwise be allocable to “Series G” or the Investor pursuant to the Operating Agreement or this Subscription Agreement (collectively, “**Expenses**”) shall in no event exceed \$1,000 for any single year. The Manager agrees that it shall take such steps as are necessary to ensure that, in the event such Expenses exceed \$1,000 in any single year, neither ‘Series G’ nor the the Investor shall bear any such excess amounts.
- (g) The Fund shall not, and the Manager shall cause to the Fund not to, borrow money, pledge assets, issue debt obligations, guarantee or incur indebtedness or any other liability in any transaction allowing recourse to the assets of the “Series G” Series or the Investor or which otherwise results in the incurrence of liabilities with respect to the “Series G” Series.
- (h) The Investor shall not be required to withdraw from the Fund either generally or as the Series G Member in any circumstances. The Investor shall have the right to withdraw from the Fund as a Member after all of the Shares have been distributed to the Investor pursuant to Section 5(a) above.

- (i) Under no circumstances shall the Investor have any obligation whatsoever to make any Capital Contribution or other payment to the Fund other than the Capital Contribution in the amount set forth on the Signature Page being made to the Company by the Investor on the date hereof.
- (j) Each of the Fund, Felix Investments, Frank Mazzola and John Bivona shall execute such additional documents and take such additional actions which are necessary to effectuate and honor the covenants of each of them set forth in this Subscription Agreement.
- (k) The Fund shall provide annual audited financial statements within 90 days after the end of each fiscal year, and quarterly unaudited financial statements within 30 days after the end of each fiscal quarter, each prepared in accordance with generally accepted accounting principles applied on a consistent basis.

6. The Investor hereby represents and warrants to, and agrees with, the Fund that, except as disclosed in writing to the Fund prior to the date hereof, the following statements are true as of the date hereof and as of each date on which the Investor makes any additional capital contributions to the Fund (if any):

- (a) The Investor is fully aware that (i) the offer and sale of the Series G Interest in the Fund have not been and will not be registered under the Securities Act of 1933, as amended (“**1933 Act**”), and are being made in reliance upon federal and state exemptions, and (ii) the Fund will not be registered as an investment company under the Investment Company Act of 1940, as amended (the “**Investment Company Act**”), in reliance upon the exemptions contained in Section 3(c)(1) thereof. In furtherance thereof, the Investor represents and warrants to the Fund and the Manager that (x) it is an “accredited investor” (as defined in Rule 501 of Regulation D under the 1933 Act) (“**Accredited Investor**”), (y) it is a “qualified client” (as defined in Rule 205-3(d)(1) of the Investment Advisers Act of 1940, as amended (the “**Investment Advisers Act**”) (“**Qualified Client**”), and (z) the information relating to the Investor set forth in the Prospective Investor Questionnaire attached hereto as Exhibit B and forming a part of this Subscription Agreement is complete and accurate.
- (b) The Investor’s Interest in the Fund is being acquired for the Investor’s own account solely for investment and not with a view to resale or distribution thereof.
- (c) The Investor (either alone or together with any advisors retained by such Investor in connection with evaluating the merits and risks of investing in the Fund) has sufficient knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of purchasing an Interest in the Fund, and is able to bear the economic risk of its investment in the Fund for an indefinite period of time, including a complete loss of capital.
- (d) The Investor has been furnished with, and has carefully read, the Operating Agreement, and has been given the opportunity (i) to ask questions of, and receive answers from, the Board of Managers of the Fund (the “**Board of Managers**” and each member of the Board of Managers, a “**Manager**”) concerning the terms and conditions of the offering of

Interests and other matters pertaining to an investment in the Fund, and (ii) to obtain any additional information that the Board of Managers can acquire without unreasonable effort or expense that is necessary to evaluate the merits and risks of an investment in the Fund. In considering its investment in the Fund, the Investor has not relied upon any representations made by, or other information (whether oral or written) furnished by or on behalf of, the Fund, the Board of Managers or any director, manager, officer, stockholder, member, partner, employee, agent, or counsel, or any representative or affiliate of any of the foregoing, other than as expressly set forth in this Subscription Agreement and the Operating Agreement. The Investor has carefully considered and has, to the extent it believes such discussion necessary, discussed with legal, tax, accounting and financial advisers the suitability of an investment in the Fund in light of its particular tax and financial situation, and has determined that an investment in the Fund is a suitable investment for it.

- (e) If the Investor is an entity: (i) its decision to invest in the Fund was made in a centralized fashion (e.g., by a board of directors, general partner, manager, trustee, investment committee or similar governing or managing body); (ii) it is not managed to facilitate the individual decisions of its beneficial owners regarding investments (including an investment in the Fund); and (iii) its shareholders, partners, members or beneficiaries, as applicable, did not and will not (x) contribute additional capital for the purpose of acquiring an Interest in the Fund, (y) have any discretion to determine whether or how much of the Investor's assets are invested in any investment made by the Investor (including the Investor's investment in the Fund), or (z) have the ability individually to elect whether or to what extent such shareholder, partner, member or beneficiary, as applicable, will participate in the Investor's investment in the Fund.
- (f) The Investor, or its management, has substantial experience in evaluating and investing in securities and is capable of evaluating the merits and risks of its purchase of an Interest. The Investor, by reason of its, or its management's, business or financial experience, has the capacity to protect its own interests in connection with the purchase of an Interest.
- (g) The Investor is not a participant-directed defined contribution plan (such as a 401(k) plan).
- (h) The Investor is not structured or operated for the purpose or as a means of circumventing the provisions of the Investment Company Act.
- (i) The Investor is not (i) an "investment company" within the meaning of the Investment Company Act, (ii) a "business development company" within the meaning of the Investment Advisers Act, or (iii) a foreign investment company that is not required to register as an "investment company" under the Investment Company Act, pursuant to Section 7(d) thereunder.
- (j) The Investor is not (unless it has otherwise so disclosed in writing to the Manager) (i) an employee benefit plan subject to the provisions of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), (ii) a "benefit plan investor" within the meaning of Section 3(42) of ERISA and the regulations issued by the U.S. Department of

Labor at Section 2510.3-101 of Part 2510 of Chapter XXV, Title 29 of the Code of Federal Regulations, (iii) a “governmental plan” within the meaning of Section 3(32) of ERISA, or (iv) investing assets allocated to an insurance company general or separate account in which any Investor described in any of clauses (i), (ii) or (iii) has an interest. A Member described in any of clauses (i), (ii), (iii) or (iv) of this Section 6(j) is referred to herein as an “**ERISA Member**”.

- (k) If the Investor is an ERISA Member, then (i) it has been informed of and understands the investment objectives and policies of, and the investment strategies that may be pursued by, the Fund; (ii) it is aware of the provisions of Section 404 of ERISA relating to fiduciary duties, including the requirement for diversifying the investments of an employee benefit plan subject to ERISA; (iii) it has given appropriate consideration to the facts and circumstances relevant to the investment by such ERISA Member in the Fund and has determined that such investment is reasonably designed, as part of such ERISA Member’s portfolio of investments, to further the purposes of the relevant plan(s); (iv) its investment in the Fund is consistent with the requirements of Section 404 of ERISA; (v) it understands that current income will not be a primary objective, of the Fund; (vi) its acquisition of an Interest is not a “prohibited transaction” within the meaning of Section 406 of ERISA or Section 4975 of the Internal Revenue Code of 1986, as amended (the “**Code**”); (vii) its investment in the Fund is permissible under the documents governing the investment of its plan assets and under ERISA; (viii) it has delivered to the Fund a list of each “party in interest” and “disqualified person” (as such terms are defined in Section 3(14) of ERISA and Section 4975(e)(2) of the Code, respectively) with respect to such ERISA Member, and such other information and documents as the Fund has reasonably requested in order to perform its duties in accordance with ERISA and the Code and it agrees to promptly notify the Fund in writing of any change in any of the foregoing; and (ix) it has not relied on the Fund or its affiliates for any evaluation or other investment advice in respect of the advisability of an investment in the Fund in light of the plan’s assets, cash needs, investment policies or strategy, overall portfolio composition or plan for diversification of assets.
- (l) The Investor will conduct its business and affairs (including its investment activities) in a manner such that it will be able to honor its obligations under the Operating Agreement.
- (m) The Investor, if it is an entity, is duly organized or formed, validly existing and in good standing under the laws of its jurisdiction of organization or formation, and the execution, delivery and performance by it of this Subscription Agreement, the Prospective Investor Questionnaire and the Operating Agreement are within its powers, have been duly authorized by all necessary corporate or other action on its behalf, require no action by or in respect of, or filing with, any governmental body, agency or official, and do not and will not contravene, or constitute a default under, any provision of applicable law or regulation or of its certificate of incorporation or other comparable organizational documents or any agreement, judgment, injunction, order, decree or other instrument to which the Investor is a party or by which the Investor or any of its properties is bound. This Subscription Agreement and the Prospective Investor Questionnaire constitute, and if the Investor is accepted as a Member of the Fund, the Operating Agreement will constitute, a valid and binding agreement of the Investor, enforceable against the Investor

in accordance with their respective terms, subject to the effect of any applicable bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights, and subject, as to enforceability, to the effect of general principles of equity.

- (n) If the Investor is a natural person, the execution, delivery and performance by the Investor of this Subscription Agreement, the Prospective Investor Questionnaire and the Operating Agreement are within the Investor's legal right, power and capacity, require no action by or in respect of, or filing with, any governmental body, agency or official, and do not and will not contravene, or constitute a default under, any provision of applicable law or regulation or of any agreement, judgment, injunction, order, decree or other instrument to which the Investor is a party or by which the Investor or any of his or her properties is bound. This Subscription Agreement and the Prospective Investor Questionnaire constitute, and if the Investor is accepted as a Member of the Fund, the Operating Agreement will constitute, a valid and binding agreement of the Investor, enforceable against the Investor in accordance with their respective terms, subject to the effect of any applicable bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights, and subject, as to enforceability, to the effect of general principles of equity.
- (o) If the Investor is a United States person, the Investor hereby certifies that the Investor's social security or taxpayer identification number set forth in the Prospective Investor Questionnaire is true and correct and that the Investor is not subject to backup withholding because (i) the Investor is exempt from backup withholding and (ii) the Investor has not been notified by the Internal Revenue Service that the Investor is subject to backup withholding as a result of a failure to report all interest or dividends (or, if the Investor has been so notified, the Internal Revenue Service has subsequently notified the Investor that the Investor is no longer subject to backup withholding).
- (p) The Member will not assign or transfer the Member's Interest (or any interest therein) on or through an "established securities market" or a "secondary market or the substantial equivalent thereof," as such terms are used in Section 1.7704-1 of the treasury regulations promulgated under the Code (the "**Treasury Regulations**").
- (q) The Investor acknowledges and agrees that there are substantial risks incident to the purchase of an Interest, and potential conflicts of interest between and among Felix Investments LLC ("**Felix Investments**"), the members of the Board of Managers, the Fund and their respective affiliates, and that Felix Investments and any of its affiliates may engage in any of the activities of the type or character described or contemplated therein, whether or not such activities have or could have an effect on the Fund's affairs or on any investment, and that no such activity will in and of itself constitute a breach of any duty owed by any such person to the Investor or the Fund. The Investor has sufficient resources to bear the economic risk of any investments made, including any diminution in value thereof, and shall solely bear the economic risk of any investment.
- (r) The Investor understands and agrees that there are substantial risks incident to the purchase of an Interest, and understands and acknowledges the following legal disclaimers:

- The Interests may be sold only to “accredited investors”, which for natural persons are investors who meet certain minimum annual income or net worth thresholds.
 - The Interests are being offered in reliance on an exemption from the registration requirements of the 1933 Act and are not required to comply with specific disclosure requirements that apply to registration under the 1933 Act.
 - The U.S. Securities and Exchange Commission has not passed upon the merits of or given its approval to the Interests, the terms of the offering thereof, or the accuracy or completeness of any offering materials.
 - The Interests are subject to legal restrictions on transfer and resale and the Investor should not assume they will be able to resell their Interests.
 - Investing in Interests involves risk, and the Investor should be able to bear the loss of their investment.
- (s) The Investor hereby acknowledges that the Fund’s intent is to comply with all applicable United States federal, state and local laws designed to combat money laundering and similar illegal activities. In furtherance of such efforts, the Investor hereby represents, covenants, and agrees that, to the best of the Investor’s knowledge based on reasonable investigation; (i) the Investor’s Capital Contribution to the Fund will not be derived from money laundering or similar activities deemed illegal under federal laws and regulations; (ii) the proceeds from the Investor’s investment in Interests will not be used to finance any illegal activities; (iii) to the extent within the Investor’s control, the Investor’s Capital Contribution to the Fund will not cause the Fund or any of its personnel to be in violation of federal anti-money laundering laws; and (iv) when requested by the Fund, the Investor will provide any and all additional information deemed reasonably necessary to ensure compliance with all applicable laws and regulations concerning money laundering and similar activities.
- (t) Neither the Investor, nor any of its beneficial owners, appears on the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control of the United States Department of the Treasury (“OFAC”), nor are they otherwise a party with which the Fund is prohibited to deal under the laws of the United States. The Investor further represents and warrants to the Fund and the Manager that the monies used to fund the investment in the Interests are not derived from, invested for the benefit of, or related in any way to, the governments of, or persons within any country (i) under a U.S. embargo enforced by OFAC, (ii) that has been designated as a “non-cooperative country or territory” by the Financial Action Task Force on Money Laundering, or (iii) that has been designated by the U.S. Secretary of the Treasury as a “primary money laundering concern.” The Investor further represents and warrants that the Investor: (x) has conducted thorough due diligence with respect to all of its beneficial owners, (y) has established the identities of all beneficial owners and the source of each of the beneficial owner’s funds, and (z) will retain evidence of any such identities, any such source of funds and any such due diligence.

- (u) If a natural person (or an entity that is an “alter ego” of a natural person (e.g., a revocable grantor trust, an IRA or an estate planning vehicle)), the Investor has received and read a copy of the initial privacy notice in connection with the Fund’s collection and maintenance of non-public personal information with respect to the Investor, and the Investor hereby requests and agrees, to the extent permitted by applicable law, that the Fund shall refrain from sending to the Investor (i) an annual privacy notice, as contemplated by 16 CFR Part 313, §313.5 (the U.S. Federal Trade Commission’s Final Rules regarding the Privacy of Consumer Financial Information (the “**FTC’s Final Privacy Rules**”)); *provided*, that the Fund shall keep an annual privacy notice with the books and records of the business and such annual privacy notice shall be available to the Investor upon its request; and (ii) any other information regarding the customer relationship, as contemplated by 16 CFR Part 313, §313.9(c)(2) (the FTC’s Final Privacy Rules). The Investor understands that, at any time subsequent to the date hereof, it may elect to receive any information contemplated by clauses (i) and (ii) above, but only to the extent that the Fund is required by applicable law to deliver such information, by providing reasonable prior written notice to the Fund to such effect. To the extent applicable to the Fund, the Fund will comply with all data protection laws with respect to any personal data it may receive from an Investor who is a natural person.
- (v) The foregoing representations and warranties to the Fund by the Investor and the agreements provided herein shall survive the Investor’s admission to the Fund as a Member on the date hereof.

7. The Investor will indemnify and hold harmless (i) the Fund, (ii) each Manager or managing member of the Fund, (iii) each director, officer, stockholder, partner, member, employee, agent, legal counsel, representative and incorporator of any of the foregoing; (iv) trustees of any of the foregoing; (v) controlling persons or affiliates of any of the foregoing; and (vi) successors, assigns and personal representatives of any of the foregoing (each, a “**Fund Covered Person**”) against any losses, claims, damages or liabilities to which any of them may become subject arising out of or based upon any false representation or warranty, or any breach of or failure to comply with any covenant or agreement, made by the Investor in this Subscription Agreement or the Prospective Investor Questionnaire. The Investor will reimburse each Fund Covered Person for their legal and other expenses (including the cost of any investigation and preparation), as and when they are incurred, in connection with any action, proceeding or investigation arising out of or based upon the foregoing. The indemnity and reimbursement obligations of the Investor under this Section 7 shall survive the Investor’s admission to the Fund and shall be in addition to any liability which the Investor may otherwise have (including, without limitation, liability under the Operating Agreement), and shall be binding upon and inure to the benefit of any successors, assigns, heirs, estates, executors, administrators and personal representatives of each Fund Covered Person. The Fund will indemnify and hold harmless (i) the Investor, (ii) each manager or managing member of the Investor, (iii) each director, officer, stockholder, partner, member, employee, agent, legal counsel, representative and incorporator of any of the foregoing; (iv) trustees of any of the foregoing; (v) controlling persons or affiliates of any of the foregoing; and (vi) successors, assigns and personal representatives of any of the foregoing (each, an “**Investor Covered Person**”) against any losses, claims, damages or liabilities to which any of them may become subject arising out of or based upon any false representation or warranty, or any breach of or

failure to comply with any covenant or agreement, made by the Fund, Felix Investments or John Bivona in this Subscription Agreement or the Operating Agreement. The Fund will reimburse each Investor Covered Person for their legal and other expenses (including the cost of any investigation and preparation), as and when they are incurred, in connection with any action, proceeding or investigation arising out of or based upon the foregoing. The Fund will reimburse the Investor for any expenses incurred by the Investor in connection with its membership in the Fund, aside from carried interest payments made by Investor pursuant to Section 4.7.2 of the Operating Agreement. The indemnity and reimbursement obligations of the Fund under this Section 7 shall survive the execution and delivery of this Subscription Agreement and shall be in addition to any liability which the Fund may otherwise have (including, without limitation, liability under the Operating Agreement), and shall be binding upon and inure to the benefit of any successors, assigns, heirs, estates, executors, administrators and personal representatives of each Investor Covered Person.

8. The Investor hereby irrevocably makes, constitutes and appoints each Manager and each officer of the Fund, and the liquidating trustee, if any, for the Fund in its capacity as liquidating trustee for the Fund for so long as it acts as such, and each of them (each such person, the “**Attorney**”), as the Investor’s true and lawful agent and attorney-in-fact, with full power of substitution, and with full power and authority to act in the Investor’s name, place and stead, and on the Investor’s behalf, to make, execute, deliver, swear to, acknowledge, file and record (i) the Operating Agreement on the date hereof, in the form attached hereto as Exhibit A; (ii) any amendment, modification or change to the Operating Agreement validly adopted in accordance with the provisions set forth therein (except to the extent any such amendment, modification or change conflicts with or is prohibited by the provisions of this Subscription Agreement); (iii) all amendments to the Certificate of Formation of the Fund required or permitted by law or the provisions of the Operating Agreement; (iv) all certificates and other instruments deemed necessary by the Board of Managers or any liquidating trustee to carry out the provisions of the Operating Agreement, or applicable law, or to permit the Fund to be treated as a “partnership” for federal income tax purposes and to provide limited liability to the Members in each jurisdiction in which the Fund may be doing business; (v) all conveyances and other instruments or documents deemed necessary by the Board of Managers or any liquidating trustee to effect the dissolution or termination of the Fund, including a Certificate of Cancellation; (vi) all other agreements and instruments deemed necessary by the Board of Managers to consummate any Investment pursuant to the Operating Agreement; (vii) any certificate of fictitious name, if required by law, for the Fund; (viii) all instruments or documents required to effect a transfer of an Interest, including without limitation, the transfer of an Interest from a defaulting Member or pursuant to paragraph 6.4 of the Operating Agreement; and (ix) such other certificates or instruments as may be required under the laws of the State of Delaware or any other jurisdiction, or by any regulatory agency, as the Board of Managers or any liquidating trustee may deem necessary or advisable. The power of attorney granted hereby (x) is coupled with an interest, shall be irrevocable and shall survive and not be affected by the subsequent death, disability, incapacity, dissolution, termination or bankruptcy of the Investor; (y) may be exercised by the Attorney, either by signing separately as attorney-in-fact for the Investor or by a single signature of the Attorney, acting as attorney-in-fact for all investors in the Fund; and (z) shall survive the assignment by the Member of the whole or any fraction of the Member’s Interest, except that, where the assignee of the whole of the Member’s Interest in the Fund has been approved by the Board of Managers for admission to the Fund as a substituted Member, the power of attorney

hereby granted by the Member with respect to the Fund shall survive the delivery of such assignment for the sole purpose of enabling the Attorney to execute, swear to, acknowledge and file any instrument necessary or appropriate to effect such substitution.

9. The Investor agrees to provide any additional documents and information that the Fund or any Manager reasonably requests, including information relevant to a determination of whether the Investor is (a) an Accredited Investor and (b) a Qualified Client.

10. Neither this Subscription Agreement nor any provision hereof may be waived, modified, discharged or terminated except by an instrument in writing signed by the party against whom such waiver, modification, discharge or termination is sought to be enforced.

11. This Subscription Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns.

12. This Subscription Agreement, the Prospective Investor Questionnaire and the Operating Agreement contain the entire agreement of the parties, and there are no representations, covenants or other agreements except as set forth in the foregoing.

13. This Subscription Agreement is not transferable or assignable by the Investor or the Fund.

14. Any term or provision of this Subscription Agreement that is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Subscription Agreement or affecting the validity or enforceability of any of the terms or provisions of this Subscription Agreement in any other jurisdiction. In the event of a conflict between the provisions of this Subscription Agreement and any of those set forth in the Operating Agreement, this Subscription Agreement shall control.

15. The Member agrees to resolve all controversies in accordance with the provisions set forth in the Operating Agreement.

16. The Member agrees that this Subscription Agreement shall be interpreted and governed in all respects by the laws of the State of Delaware without giving effect to the conflict of laws provisions thereof.

17. This Subscription Agreement may be executed and delivered in counterparts (including counterparts delivered electronically, e.g., by facsimile, e-mail or otherwise) with the same effect as if the parties executing the counterparts had all executed one counterpart.

18. By executing the Signature Page attached hereto, each the Investor, the Fund, John Bivona and Felix Investments agrees to be bound by the foregoing.

19. All share numbers and dollar figures contained herein shall be appropriately adjusted in the event of any stock combination, split, recapitalization or the like with respect to the Shares. For the avoidance of doubt, the number of Shares set forth in Section 4(b) and in Schedule A to the Operating Agreement are based on the share certificate No. CSA-35, dated

February 24, 2012, and such share number shall be adjusted for any stock combination, split, recapitalization or the like with respect to the Shares that has occurred since the date of such certificate or which may occur in the future.

20. The amount of the Capital Contribution is subject to adjustment in the manner described in this Section 20. The Capital Contribution set forth on the signature page (“**Original Capital Contribution**”) assumes a valuation of Palantir of \$6.5 billion and assumes Fully Diluted Shares of no greater than 1 billion shares and thus a price per share of Palantir common stock of \$6.50. Promptly following the Investor’s purchase of the Series G Interest hereunder, the Manager shall use its best efforts to obtain from Palantir a capitalization table (the “**Cap Table**”) as of a date as close as is practicable to the date of this subscription agreement. Such efforts shall include an inspection request under Delaware law if necessary. If the number of Fully-Diluted Shares reflected in the Cap Table exceed 1 billion shares, then the Capital Contribution shall be adjusted as follows:

$$\text{Adjusted Capital Contribution} = \text{Original Capital Contribution} \times \frac{1 \text{ billion}}{\text{Fully Diluted Shares}}$$

For purposes of this Agreement “**Fully Diluted Shares**” of Palantir is the number of shares of Palantir common stock outstanding, plus the number of shares of Palantir common stock issuable upon conversion of all outstanding preferred stock and convertible debt securities, and upon exercise of all warrants and options outstanding or reserved for issuance under equity incentive plans of Palantir . To the extent that the Adjusted Capital Contribution is less than the Original Capital Contribution, the difference shall be offset against the distributions otherwise payable under section 4.7.2(c)(ii) of the Operating Agreement (the “Carried Interest”) on the Shares, and if necessary against the Carried Interest on any other securities that may become assets of the “Series G” Series. The Adjusted Capital Contribution shall in no event be less than \$1,180,400 (representing 80% of \$6.50 per share, or \$5.20 per share, times 227,000 shares).

[Signature Page Follows]

SIGNATURE PAGE

This page constitutes the signature page for:

- (i) the Subscription Agreement of (x) the undersigned Investor for an Interest in Clear Sailing Group IV LLC and (y) each of the other parties set forth below;
- (ii) the Prospective Investor Questionnaire of the undersigned Investor; and
- (iii) the Third Amended and Restated Limited Liability Company Operating Agreement of Clear Sailing Group IV LLC of the undersigned Investor.

Execution of this Signature Page constitutes execution of, and each of the undersigned hereby authorizes this Signature Page to be attached to a counterpart of, each of the aforementioned documents (as applicable).

The undersigned Investor hereby subscribes for and agrees to purchase the Series G Interest in Clear Sailing Group IV LLC with an aggregate Capital Contribution of:

\$ 1,475,500.00
 (ONE MILLION FOUR HUNDRED SEVENTY FIVE THOUSAND FIVE HUNDRED AND NO/DOLLARS)

IN WITNESS WHEREOF, the undersigned have executed this Signature Page this 3rd day of March, 2014.

FUND:
CLEAR SAILING GROUP IV LLC

By: _____
 Name: John Bivona
 Title: Manager

INVESTOR:
TeleSoft Capital, L.L.C.
 Print Name of Investor

By: 
 Signature of Authorized Signatory

FELIX INVESTMENTS:
FELIX INVESTMENTS LLC

By: _____
 Name: _____
 Title: _____

Arjun Gupta
 Printed Name of Authorized Signatory

MANAGER
~~Member~~
 Print Title of Authorized Signatory

MANAGER:

John Bivona, in his personal capacity

Frank Mazzola, in his personal capacity

OPERATING AGREEMENT

Attached.

PROSPECTIVE INVESTOR QUESTIONNAIRE**CLEAR SAILING GROUP IV LLC**

This Prospective Investor Questionnaire relates to the offering of limited liability company membership interests (the “**Interests**”) in Clear Sailing Group IV LLC, a Delaware limited liability company (the “**Fund**”). The purpose of this Prospective Investor Questionnaire is to assist the Fund in determining whether a prospective investor (the “**Investor**”) is eligible to invest in the Fund. By executing the Signature Page to the Subscription Agreement to which this Prospective Investor Questionnaire is attached as Exhibit B, the Investor will be executing this Prospective Investor Questionnaire and confirming that the information contained in this Prospective Investor Questionnaire is complete and accurate.

ALL INFORMATION CONTAINED IN THIS QUESTIONNAIRE WILL BE TREATED CONFIDENTIALLY. However, the Investor understands that the Fund may present this Questionnaire to such parties as the Fund, in its sole discretion, deems appropriate if called upon to establish that (i) the proposed offer and sale of the Interests is exempt from registration under the Securities Act of 1933, as amended (the “**1933 Act**”), or meets the requirements of applicable state securities laws, (ii) the Fund is exempt from registration under the Investment Company Act of 1940, as amended, and the related rules thereunder (the “**Investment Company Act**”), (iii) the proposed offer and sale of the Interests is not a prohibited transaction under Section 406 of Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”) or Section 4975 of the Internal Revenue Code of 1986, as amended (the “**Code**”), or (iv) the Fund may make a proposed investment. The Fund may also disclose, as required by applicable law or as requested by any governmental body, agency or official in connection with this offering or the operations of the Fund, the name of the Investor, the amount of its capital contributions to the Fund and such other information required by applicable law or as requested by any governmental body, agency or official. Furthermore, the Investor understands that the offering of Interests will be reported to the Securities and Exchange Commission or to state securities commissioners pursuant to the requirements of applicable federal law and of various state securities laws.

This Prospective Investor Questionnaire contains two parts:

Part One: To be completed only by individuals. (Begins on Page A-2).

All individuals should answer all parts of Sections A, B and C of Part One.

Part Two: To be completed only by entities (including corporations, limited liability companies, partnerships and trusts). (Begins on Page A-4).

All entities should answer all parts of Sections A, B, C and D of Part Two.

PART ONE
To Be Completed By Individuals

Important: If an individual will jointly hold an Interest with another individual (e.g., a spouse or other family member), complete information must be provided for both individuals.

A. General Information

Name: _____

Social Security Number: _____

Citizenship: _____

Date of Birth: _____

State (of the United States) or country (other than the United States) of residence: _____

Home address: _____

(Number and Street)

(City)

(State)

(Zip Code)

(Country)

Home telephone number: _____

Home facsimile number (if any): _____

Home email address (if any): _____

Name of business: _____

Business address: _____

(Number and Street)

(City)

(State)

(Zip Code)

(Country)

Business telephone number: _____

Business facsimile number: _____

Business email address: _____

The Investor is (check one):

“United States person” for U.S. federal income tax purposes
(generally, a U.S. citizen, a U.S. resident alien, or U.S.-organized entities)

not a “United States person” for U.S. federal income tax purposes

B. Accredited Investor Questions: For Individuals

Interests will be sold only to Investors who are “accredited investors”, as defined in Rule 501 under the 1933 Act (“**Accredited Investors**”), as described below. For additional information regarding the definition of Accredited Investor, please refer to Rule 501 under the 1933 Act.

Please indicate the basis of your status as an Accredited Investor by checking each applicable statement.

The Investor:

1. _____ has an individual net worth (determined by subtracting total liabilities from total assets; but excluding the net value of the Investor’s primary residence)¹, or joint net worth with the Investor’s spouse, in excess of \$1,000,000;
2. _____ had an individual annual adjusted gross income in excess of \$200,000 (or a joint annual adjusted gross income together with the Investor’s spouse in excess of \$300,000) in each of the two most recently completed calendar years, and reasonably expects to have an individual annual adjusted gross income in excess of \$200,000 (or a joint annual adjusted gross income together with the Investor’s spouse in excess of \$300,000) in the current calendar year.

C. Qualified Client: For Individuals

Interests will be sold only to Investors who are “qualified clients”, as defined in Rule 205-3(d)(1) under the Investment Advisers Act of 1940, as amended (the “**Investment Advisers Act**”) (“**Qualified Clients**”), as described below. For additional information regarding the definition of Qualified Client, please refer to Rule 205-3(d)(1) under the Investment Advisers Act.

Please indicate your status as a Qualified Client by checking each applicable statement.

The Investor:

1. _____ has an individual net worth (determined by subtracting total liabilities from total assets; but excluding the net value of the Investor’s primary residence)¹ or joint net worth with the Investor’s spouse, in excess of \$2,000,000.
2. _____ if admitted as a member to the Fund, will have an aggregate of at least \$1,000,000 of assets under management by Felix Advisors LLC, the Investment Advisor of the Fund, including any capital contributions made to the Fund prior to the date hereof.

END OF PART ONE

¹ For purposes of determining the net value of the Investor’s primary residence, indebtedness secured by the Investor’s primary residence (i) within sixty (60) days of the date of the Investor’s execution of this Prospective Investor Questionnaire, and/or (ii) in excess of the property’s estimated fair market value must be treated as a liability in the net worth calculation.

PART TWO
**To Be Completed By Entities (Including Corporations,
Limited Liability Companies, Partnerships And Trusts)**

A. General Information

1. The Investor

Name: _____

Principal place of business: _____
(Number and Street)

(City) (State) (Zip Code) (Country)

Address for correspondence (if different): _____
(Number and Street)

(City) (State) (Zip Code) (Country)

Telephone number: _____

Facsimile number: _____

State or other jurisdiction in which incorporated or formed: _____

Date of incorporation or formation: _____

IRS taxpayer identification number: _____

2. Authorized Individual Who is Executing This Questionnaire on Behalf of the Investor

Name: _____

Current position or title: _____

Telephone number: _____

Facsimile number: _____

Email address: _____

3. Primary Contact Person

Name: _____

Address: _____

Telephone number: _____

Facsimile number: _____

Email address: _____

Relationship to the Investor (e.g., attorney, accountant): _____

B. Accredited Investor Questions: For Entities

Interests will be sold only to Investors who are Accredited Investors, as defined in Rule 501 under the 1933 Act. For additional information regarding the definition of Accredited Investor, please refer to Rule 501 under the 1933 Act.

Please indicate the basis of the Investor's Accredited Investor status by checking all applicable statements.

The Investor is:

(a)_____ a corporation, a partnership, a limited liability company, a Massachusetts or similar business trust, or an organization described in Section 501(c)(3) of the Code, in each case not formed for the specific purpose of acquiring an Interest, with total assets in excess of \$5,000,000;

(b)_____ an entity in which each and every one of the equity owners is an "accredited investor" as defined in Rule 501 under the 1933 Act;

If the Investor checked this statement and did not check statement (a) above, please provide a list of all equity owners.

(c)_____ a trust, and:

(i)_____ the trustee of the trust is a bank, as defined in Section 3(a)(2) of the 1933 Act, or other institution described in statement (d) below, and the purchase of the Interest is directed by such bank or other institution; or

(ii)_____ the trust has total assets in excess of \$5,000,000 and was not formed for the specific purpose of acquiring an Interest, and the purchase of the Interest is being directed by persons having such knowledge and experience in financial and business matters that they are capable of evaluating the merits and risks of the prospective investment; or

(iii)_____ each and every grantor of the trust has the power to revoke the trust and regain title to the trust assets, and each such grantor is

an “accredited investor” as defined in Rule 501 under the 1933 Act;

If the Investor checked this statement (c)(iii) and did not check statements (c)(i) or (ii) above, please provide a list of all grantors.

- (d)_____ a bank, as defined in Section 3(a)(2) of the 1933 Act, or a savings and loan association, building and loan association, cooperative bank, homestead association or similar institution, as defined in Section 3(a)(5)(A) of the 1933 Act, in each case whether acting in its individual or fiduciary capacity;
- (e)_____ a broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended;
- (f)_____ an insurance company as defined in Section 2(13) of the 1933 Act;
- (g)_____ an investment company registered under the Investment Company Act;
- (h)_____ (i) a business development company as defined in Section 2(a)(48) of the Investment Company Act or (ii) a Small Business Investment Company licensed by the United States Small Business Administration under Section 301(c) or 301(d) of the Small Business Investment Act of 1958;
- (i)_____ an employee benefit plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, if such plan has total assets in excess of \$5,000,000;
- (j)_____ any employee benefit plan within the meaning of ERISA, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of ERISA, which is either a bank, savings and loan association, insurance company or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000;
- (k)_____ an individual retirement account, Keough or similar benefit plan that covers only a non-employee natural person who is an “accredited investor” as defined in Rule 501 under the 1933 Act or a participant-directed employee benefit plan within the meaning of ERISA, with investment decisions made solely by and for the account of persons who are “accredited investors”;

If the Investor checked this statement, please provide a list of all decision makers.

- (l)_____ a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940, as amended.

C. Qualified Client: For Entities

Interests will be sold only to Investors who are “qualified clients”, as defined in Rule 205-3(d)(1) under the Investment Advisers Act. For additional information regarding the definition of Qualified Client, please refer to Rule 205-3(d)(1) under the Investment Advisers Act.

Please indicate your status as a Qualified Client by checking each applicable statement.

The Investor:

1. _____ has net assets in excess of \$2,000,000;
2. _____ if admitted as a member to the Fund, will have an aggregate of at least \$1,000,000 of assets under management by Felix Advisors LLC, the Investment Advisor of the Fund, including any capital contributions made to the Fund prior to the date hereof.

D. Other Certifications

1. The Investor was formed for the specific purpose of purchasing an Interest:

_____ Yes
_____ No

NOTE: If the Investor answers “Yes” to this Question, each person who is a beneficial owner of the Investor must separately qualify as an Accredited Investor and must complete a copy of this Prospective Investor Questionnaire as if such person were directly purchasing an Interest. By completing and signing a copy of this Prospective Investor Questionnaire, such person will be making the representation relating to Accredited Investor status in Section 6(a)(x) of the Subscription Agreement.

2. (a) The Investor is a private investment company or a non-U.S. investment company that, but for the exceptions provided in Sections 3(c)(1), 3(c)(7) or 7(d) of the Investment Company Act, would be required to register as an “investment company” under the Investment Company Act.

_____ Yes
_____ No

NOTE: If the answer to 2(a) above is “No,” proceed to Question 3 below.

- (b) If the Investor answers “Yes” to 2(a) above, did the Investor have one or more beneficial owners of its outstanding securities (determined in accordance with Section 3(c)(1)(A) of the Investment Company Act) on or before April 30, 1996?

_____ Yes
_____ No

- (c) If the Investor answers “Yes” to both 2(a) and 2(b) above, has the Investor received the consent of all investors and beneficial owners required under the Investment Company Act in order for the Investor to be treated as a Qualified Purchaser under the Investment Company Act?

_____ Yes
_____ No

3. The Investor is a “United States person” for U.S. federal income tax purposes.²

_____ Yes
_____ No

4. The Investor is exempt from U.S. federal income taxation under Section 501(a) of the Code.

_____ Yes
_____ No

END OF PART TWO

² A “United States person” includes (i) a corporation, partnership or other entity created or organized in or under the laws of the United States or of any state (including the District of Columbia), (ii) an estate the income of which is subject to U.S. federal income tax regardless of its source, or (iii) a trust if (a) a court within the United States is able to exercise primary supervision^{over} the administration of the trust and (b) one or more United States persons have the authority to control all substantial decisions of the trust, or (iv) an entity disregarded for United States income tax purposes whose owner is described in (i), (ii), or (iii). The Investor should contact its U.S. tax advisor if the Investor is uncertain as to whether it is a United States person for U.S. federal income tax purposes.