

Quote Number 00004924
Expiration Date 4/26/2019

Opportunity ID PL-0022605
Account Manager Grischa Großmann

In addition to those definitions and terms outlined in the Agreement, the following terms, if set forth in Section 2, shall also apply to this Order Schedule. All other terms are inapplicable.

Definitions:

"Archive" means the Planet-stored Content currently available for access, which if ordered will be made available to the Licensee through the Platform.

"Authorized User" means those employees of Licensee who have been authorized by Licensee to access the Platform and use the Content solely in connection with the licensed usage permitted hereunder.

"BaseMap" means a collection of orthorectified imagery that form the background setting for a map.

"Confirming EULA" means a Licensee form of agreement that: (i) is a valid and binding written license agreement between Licensee and its End Users; and (ii) is substantially similar to and no less protective of Planet's rights and interests than those set forth in the **Minimum End User Terms** (available at <https://assets.planet.com/docs/minimum-end-user-terms-dpo-2019.pdf>) (as applicable) and referred to herein by reference.

"Content Territory" means the geographic location of Content that may be accessed by Licensee.

"Derivative Product" means any derivative product or information developed by the Licensee from Content which does not contain any source image data and is irreversibly modified and uncoupled from the Content.

"End User" means the end user to which Licensee (or an Authorized User) provides a Derivative Product.

"Value-Added Product" means any product generated by Licensee that contains source image data from the Content or any product that is generated by modifying the Content, including by way of technical manipulations and / or the integration of additional data.

Content Source:

"PlanetScope" means the Earth imagery gathered by the current constellation of Dove satellites, including any Dove satellites with the same functionality which are added to the constellation during the Term.

"RapidEye" means the Earth imagery collected by the current constellation of RapidEye satellites, including any RapidEye satellites with the same functionality which are added to the constellation during the Term.

"SkySat" means the Earth imagery collected by the current constellation of SkySat satellites, including any SkySat satellites with the same functionality which are added to the constellation during the Term.

Usage Rights:

"Display Only Rights" means the right to display Basemaps(s) on a Licensee (or authorized third party) website, provided that: (i) in all cases, the attribution requirements of the Agreement shall apply; (ii) Licensee shall prevent, and in no event permit, the download or imagery-capture (screen-scrapes, file grabbing, etc.) of the Basemaps; and (iii) notwithstanding anything to the contrary in the Agreement, Licensee's access to and use of the Content shall cease as of the end of the Line Item End Date.

"Distribution Rights" means the right to distribute Derivative Products to End Users in the Distribution Territory through Independent Delivery Mechanisms; provided that such distribution must be accompanied by a Confirming EULA.

"Internal Use Rights" means the right to (i) use, access, and view Content through the Platform; (ii) to reproduce, store, display, and print Content; and (iii) create Derivative Products and/or Value-Added Products; all for Licensee's own internal business purposes and in accordance with the terms of the Agreement.

"Marketing and Promotion Rights" means the limited, nontransferable, nonexclusive, non-sublicensable, revocable license right to use Content, Derivative Products, Value-Added Product, and/or any Planet-provided marketing materials (Marketing Materials) solely for the marketing and promotion of Licensee's products and services, provided that: (i) Licensee shall not remove any attributions included on the Content or Marketing Materials; (ii) Licensee will include a conspicuous attribution that identifies Planet as the source of Content used to create any Derivative Products and/or Value-Added Products; (iii) Licensee will cooperate with and assist Planet to enable Planet to monitor and ensure Licensee's compliance with Planet's quality requirements and restrictions; (iv) Planet reserves the right to revoke the Marketing and Promotion Rights in its sole discretion. All goodwill related to any permitted use of Planet's trademarks will inure to Planet.

"Access Only Rights" means the limited right to access and view Content through the Platform, provided that: (i) in all cases, the attribution requirements of the Agreement shall apply; (ii) Licensee shall prevent, and in no event permit, imagery-capture (screen-scrapes, file grabbing, etc.) of Content; and (iii) notwithstanding anything to the contrary in the Agreement, Licensee's access to and use of Content shall cease as of the end of the Line Item End Date.

User Group:

"Academic" means a single educational institution.

"Enterprise" means a single commercial or non-governmental organization.

"Government" means for a single country all civilian and military government agencies/ministries at the federal/national, state/provincial, county, local, municipal levels. For the United States, includes all Title 50 organizations as defined in 50 USC 401a.

User Group Sub-type:

"Single-Entity" means a single entity, either Academic, Enterprise, or Government.

"Multi-Entity" means a single entity plus its Affiliates and/or Third Party Providers.

Multi-Entity Licenses:

When Licensee orders a Multi-Entity License (as set forth in Section 2), then the following terms apply:

"Affiliate" applies to Multi-Entity licenses only, and means the entities listed below, each of which must be an entity controlling, controlled by or under common control of Licensee where "control" shall mean ownership of at least fifty percent (50%) of the equity or beneficial interest of such entity.

Orders North America: +1-800-940-3617, orders-nam@planet.com
Orders International: +49 30 609 8300 555, orders@planet.com
Technical Support: support@planet.com



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"Authorized User" - is: (i) as defined above, and; (ii) with respect to a Multi-Entity license, further includes employees of the Affiliates and/or Third Party Providers identified below, provided that before providing any access to the Platform, Content, or any other Confidential Information of Planet to any Authorized User that is an employee of an Affiliate and/or Third Party Provider: (a) Licensee first enter into a written agreement with such Affiliate and/or Third Party Provider that is at least as protective as Planet and its Confidential Information (including the Content) as are the terms set forth in the Licensee's applicable Agreement; (b) Licensee is and shall remain legally responsible for any and all acts or omissions (including breach) of its Affiliates and/or Third Party Providers; and (c) in no event shall any such Affiliate and/or Third Party Provider be a competitor of Planet.

"Third Party Providers" applies to Multi-Entity licenses only, and means the third party entities listed below which have been authorized by Licensee to act as Authorized Users pursuant to a Multi-Entity license.

5. GENERAL

DIRECT SALES

For Order Type Direct Sale, this Order Schedule is subject to the terms and conditions of the Master Content License Agreement located at https://assets.planet.com/docs/Master_Content_License_Agreement_2019.pdf.

For Order Type "Download," all parties agree that all downloads must be completed prior to the end of the Term; otherwise any unused download rights shall automatically expire.

PARTNER RESALE OR DISTRIBUTION

For Order Type Partner Resale or Distribution, this Order Schedule is subject to the terms and conditions of the distribution/reseller agreement in place between Partner and Planet which includes the requirement for Partner to establish a Planet Content License Agreement (also available at: https://assets.planet.com/Planet_Content_License_Agreement_2019.pdf) with each Licensee.

6. ACCEPTED AND AGREED:

Name: David Cairns
Title: Professor and Head, Department of Geography
Date: 4/1/2019

Name: Dean K. Endler
Title: University Contracts Officer
Date: 23 MAR '19

ACCEPTED AND AGREED: PLANET

Deal Value under USD/EUR 100,000. Planet's counter-signature is not required on an Order Schedule with a total value under USD/EUR 100,000. Planet's delivery constitutes Planet's acceptance.

Name:
Title:
Date:



MASTER CONTENT LICENSE AGREEMENT

BY EXECUTING AN APPLICABLE ORDER SCHEDULE (DEFINED BELOW), YOU, ON BEHALF OF YOURSELF OR YOUR ORGANIZATION (HEREINAFTER "YOU" OR "LICENSEE"), ARE EXPRESSLY AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS MASTER CONTENT LICENSE AGREEMENT (THE "AGREEMENT") TO THE EXCLUSION OF ALL OTHER TERMS; THESE TERMS ARE CONSIDERED AN OFFER BY THE APPLICABLE PLANET ENTITY AS STATED IN THE APPLICABLE ORDER SCHEDULE ("PLANET") OR THE ENTITY THROUGH WHICH YOU HAVE OTHERWISE PLACED YOUR ORDER (INDIVIDUALLY, A "PARTY" AND COLLECTIVELY, THE "PARTIES"), YOUR ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS AND THOSE SET FORTH IN THE ORDER SCHEDULE. YOU ALSO ACKNOWLEDGE THAT YOU POSSESS THE RIGHT AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF YOUR COMPANY OR OTHER LEGAL ENTITY OR PERSON. PLANET IS WILLING TO GRANT THE RIGHTS AS SET FORTH HEREIN AND IN THE ORDER SCHEDULE AND MAKE THE CONTENT AVAILABLE TO LICENSEE ONLY UPON THE CONDITION THAT LICENSEE ACCEPTS THE TERMS OF THIS AGREEMENT. WRITTEN APPROVAL BEYOND EXECUTION OF THE ORDER SCHEDULE IS NOT A PREREQUISITE TO THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT AND NO SOLICITATION OF ANY SUCH WRITTEN APPROVAL BY OR ON BEHALF OF PLANET SHALL BE CONSTRUED AS AN IMPLICATION TO THE CONTRARY.

RECITALS

WHEREAS, Planet owns or has the right to grant licenses to those certain satellite-generated data, images, analysis, and other services as set forth herein and in an applicable Order Schedule (as defined below); and

WHEREAS, Licensee desires to obtain a license to use the Platform and Content (each, as defined below) subject to the terms hereof and as further set forth in an applicable Order Schedule.

NOW, THEREFORE, in consideration of the mutual promises, agreements and conditions stated herein, the Parties agree as follows:

1. Definitions

"Authorized User" means those employees of Licensee who have been authorized by Licensee to access the Platform and use the Content solely in connection with the licensed usage permitted hereunder.

"Content" means data generated from satellite imagery made available to Licensee pursuant to the terms of this Agreement and as set forth in detail in an applicable Order Schedule. "Content" does not include Third-Party Content.

"Order Schedule" means the ordering document through which Licensee places orders for Content and which outlines the scope of use Licensee is authorized to make of such Content.

"Platform" means the application programming interface and graphical user interface that is made available to Licensee hereunder, which enables Licensee to access Content, and which Platform consists of tools and services designed for searching, viewing, and downloading Content and Third-Party Content.

"Third-Party Content" means the content of certain third parties which Planet may make available to Licensee.

2. Delivery of Content

During the Term (defined in Section 7.1, below), Planet will use commercially reasonable efforts to provide or make the Content available to Licensee via the Platform or as otherwise agreed to by the Parties in the Order Schedule. Content will be deemed delivered when it is first made available for access via the Platform, or when actually delivered if no Platform access is granted. Planet reserves the right to temporarily suspend Licensee's access to the Platform in the event that the Platform use exceeds the scope of the license as outlined in the Order Schedule or unduly burdens the system.



3. License

3.1 License Grant. Subject to the terms and conditions of this Agreement (and unless otherwise explicitly set forth to the contrary in an applicable Order Schedule), Planet hereby grants to Licensee a limited, nontransferable, nonexclusive, non-sublicensable, non-assignable, revocable license to allow its Authorized Users to access the Platform and the Content (the “Licensed Materials”) for use solely as set forth in the applicable Order Schedule.

3.2 Restrictions. Licensee may not use the Licensed Materials for any purpose except as expressly set forth in this Agreement and the applicable Order Schedule. By way of example, and without limiting the generality of the preceding sentence, Licensee will not: (a) alter, remove, or obscure any proprietary notices, watermarks or legends included or embedded in the Licensed Materials; (b) use the Licensed Materials in violation of applicable laws or regulations; (c) adapt, alter, publicly display, publicly perform, translate, create derivative works of, or otherwise modify the Licensed Materials except as expressly authorized under this Agreement and the Order Schedule; (d) sublicense, lease, rent, loan, transfer or distribute the Licensed Materials to any third party; (e) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code for the Platform; or (f) allow third parties to access or use the Licensed Materials, including without limitation in any application service Licensee environment, service bureau, or time-sharing arrangements.

3.3 Reservation of Rights. Except for the license granted to Licensee under Section 3.1 of this Agreement, Planet retains all right, title and interest, including all intellectual property rights, in and to the Licensed Materials and all other Planet intellectual property. All rights not expressly granted in this Agreement are hereby reserved by the respective Parties.

3.4 Third-Party Content. Third-Party Content is subject to separate terms and conditions included in the “more information” (or similar) section of the Platform and are subject to those terms and conditions. Planet makes such Third-Party Content available to Licensee as a convenience and at no additional charge. As such, Licensee acknowledges and agrees that Planet makes no representations, warranties, covenants, or commitments with respect to any such Third-Party Content and further acknowledges and agrees that Planet assumes no liability nor bears any responsibility in connection with any such Third-Party Content.

4. Use of Name, Attributions and Press Releases

4.1 Right to Use the Other’s Name. If mutually agreed by the Parties in writing, each Party may use the other Party’s trademarks, name and logos in its marketing materials and on its website for the sole purpose of identifying the granting Party as a licensee or licensor (as applicable) of the Content. All use of the granting Party’s trademarks, name and logos by the receiving Party will be in accordance with the granting Party’s then-current marketing and branding guidelines and restrictions, including any such guidelines and restrictions provided to Licensee by Planet from time to time.

4.2 Attributions. Licensee will include an attribution that identifies Planet as the licensor of the Content and the Platform in all legal notices, “about” screen, user documentation, or other location that the Licensee uses to identify third-party licensors. Licensee will use the phrase “powered by Planet” or such other language mutually agreed upon by the Parties in writing to provide Planet with such attribution. Licensee will reasonably cooperate with and assist Planet to enable Planet to monitor and ensure Licensee’s compliance with Planet’s quality requirements and branding guidelines and restrictions. All goodwill related to use of Planet’s trademarks will inure to Planet.

4.3 Press Releases and other Co-Promotions. Neither Party shall issue a press release without the other Party’s prior written consent.

5. Notice of Unauthorized Use

Licensee will immediately notify Planet in writing if Licensee discovers or suspects any unauthorized use, access to or disclosure of the Content or the Platform, in whole or in part.



6. Consideration

6.1 Fees and Payment. All applicable fees ("Fees") are set forth in the applicable Order Schedule ("Fees and Payment Terms"), and all Fees are in the currency specified in the Order Schedule. Planet will issue an invoice indicating the Fees that are owed in accordance with the invoicing schedule set forth in the applicable Order Schedule. All Fees will be due and payable within thirty (30) days from the date of the invoice. Any Fees not paid when due will be subject to interest, from the date the Fees were due to the date the payment was made, at the lower of one percent (1%) per month compounded monthly or the maximum interest rate allowed by law. Licensee will pay for all costs (including reasonable attorneys' fees) incurred by or on behalf of Planet to collect any past-due Fees under this Agreement. Licensee will pay all Fees under this Agreement by wire transfer to the following account:

(a) For orders placed with **Planet Labs Inc.:**

Bank Name: SIL VLY BK SJ
Bank Address: 3003 Tasman Drive, Santa Clara, CA 95054
Beneficiary: Planet Labs Inc.
Account No: 3300839672
SWIFT CODE: SVBKUS6S
ABA: 121140399

(b) For orders placed with **Planet Labs Germany GmbH:**

Bank Name: Deutsche Bank AG
Bank Address: Sankt-Annen-Str. 38, 14776 Brandenburg an der Havel, Germany
Beneficiary: Planet Labs Germany GmbH
SWIFT CODE: DEUT DE BB 160
IBAN: DE71 1207 0000 0422 9944 00

6.2 Taxes and Other Charges. Licensee will be responsible for all taxes and other amounts imposed by any governmental agency arising from this Agreement (except for taxes based on Planet's net income). The Fees set forth in the applicable Order Schedule are exclusive of all applicable transaction taxes, including sales and use, value-added and business taxes.

6.3 Suspension of Services. Should Licensee fail to make a payment to Planet within ten (10) days following the due date for any such payment, Planet shall have the right to suspend any related services until such time as the invoice is paid in full. The forgoing remedy shall be in addition to any and all rights and remedies available to Planet pursuant to this Agreement, or at law and in equity.

6.4 Records and Audits. Not more than twice per year, Planet may perform an audit of the Licensee's records associated with the uses of Licensed Materials hereunder, which audit shall be conducted either by Planet or by a third-party independent auditor selected by Planet. Such audit shall be conducted upon prior notice to Licensee of not less than five (5) business days during Licensee's regular business hours. If the results of any such audit show an underpayment of Fees to Planet, Licensee shall pay the underage to Planet within five (5) business days of notice thereof, subject to payment of interest set forth in Section 6.1 above, and if the results of such audit show an underpayment of five percent (5%) or more, than License shall also reimburse Planet for the costs of such audit along with payment of the underage.

7. Term, Termination

7.1 Term. This Agreement shall commence as of the Order Schedule Effective Date (as stated in the applicable Order Schedule) and shall continue for the duration of time specified in the Order Schedule (the "Term").

7.2 Termination.



- (a) Order Schedule. Unless otherwise expressly stated in the applicable Order Schedule, Licensee shall have no right to terminate any Order Schedule for convenience. Planet may terminate the Order Schedule(s) and this Agreement for convenience by providing Licensee with thirty (30) days written notice thereof.
- (b) By Either Party for Cause. Either Party may terminate this Agreement at any time if the other Party has committed any material breach of this Agreement (including, without limitation, failure by Licensee to pay Planet any amounts due under this Agreement) and has failed to cure such breach within thirty (30) days after receiving written notice of the breach from the other Party (the "Cure Period").
- (c) By Planet. Planet may terminate this Agreement immediately, and without requirement for a Cure Period, upon notice to Licensee if Licensee: (i) violates any of the restrictions set forth in Section 3.2 (Restrictions) or otherwise uses the Licensed Materials outside of rights granted under this Agreement; or (ii) violates any of the terms set forth in Section 12.1 (Compliance with Laws) below.

7.3 Effect of Termination. Immediately upon any termination of this Agreement or an applicable Order Schedule: (a) Licensee's access to the Platform and Content shall cease, and Licensee shall pay any outstanding amounts owed to Planet hereunder; (b) if the Termination is pursuant to Section 7.2(c), the license(s) granted hereunder shall immediately terminate, and Licensee shall immediately cease all use of the Licensed Materials and destroy all copies of the Content in Licensee's possession, custody, or control and (if destroyed) an officer or Licensee shall promptly certify to Planet the completion of such destruction. Notwithstanding the foregoing, provided the termination is pursuant to expiration of the Term and not pursuant to any other reasons, and provided further that Licensee is not in default of any payment or other obligation under this Agreement and is otherwise in compliance with all terms hereof, Planet hereby grants Licensee a perpetual license to hold and use the Content accessed prior to termination subject to the license rights, conditions, and restrictions provided herein and in the applicable Order Schedule, and which license rights, conditions, and restrictions shall survive such expiration as if still in full force and effect. Termination of this Agreement by a Party will be without prejudice to any other right or remedy of such Party under this Agreement or under law.

8. Representations and Warranties

8.1 Representations. Each Party hereto represents, warrants and covenants that it has the full right and authority to enter into this Agreement and to meet its obligations hereunder.

8.2 Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 8 (REPRESENTATIONS AND WARRANTIES), EACH OF THE CONTENT AND THE PLATFORM IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, AND PLANET EXPRESSLY DISCLAIMS ALL WARRANTIES WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, TITLE, NON-INFRINGEMENT, ACCURACY, UNINTERRUPTED OR ERROR-FREE PERFORMANCE, OR SECURITY. LICENSEE ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES OTHER THAN THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT.

9. Limitation on Liability

EXCEPT FOR LIABILITY ARISING BASED ON A BREACH OF SECTION 3.2 (RESTRICTIONS), CLAIMS REQUIRED TO BE INDEMNIFIED UNDER SECTION 10 (INDEMNITY), LIABILITY ARISING BASED ON BREACH OF SECTION 11 (CONFIDENTIALITY), OR LIABILITY ARISING BASED ON BREACH OF SECTION 12.1 (COMPLIANCE WITH LAWS): (A) IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STATUTE OR OTHERWISE) FOR CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER INDIRECT DAMAGES OF ANY KIND (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR SUBSTITUTION OF SERVICES), REGARDLESS OF THE FORM OF ACTION, EVEN IF THE CLAIM WAS REASONABLY FORESEEABLE OR IF THE OTHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) IN NO EVENT WILL THE AGGREGATE LIABILITY OF EITHER PARTY UNDER ANY AND ALL CLAIMS ARISING OUT OF THIS AGREEMENT (OTHER THAN FOR CLAIMS FOR PAYMENT OF AMOUNTS DUE) EXCEED THE FEES PAID OR PAYABLE BY LICENSEE TO PLANET UNDER THE APPLICABLE ORDER SCHEDULE IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE UPON WHICH THE CLAIM FIRST AROSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF



INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THESE LIMITATIONS MAY NOT APPLY. THE FOREGOING PROVISIONS SHALL BE ENFORCEABLE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

10. Indemnity

10.1 By Licensee. Licensee agrees to indemnify, defend, and hold harmless Planet, its officers, directors, affiliates, and employees (the "Planet Indemnitees") from and against any and all costs, damages, liabilities, fines, penalties and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Costs") arising out of or in connection with any claim, suit, action, or proceeding (a "Claim") brought by any third party against any Planet Indemnitee(s) to the extent that such Claim arises out of or results from: (i) Licensee's use of the Licensed Materials in violation of the terms and conditions of this Agreement; (ii) Licensee's violation of applicable state, local, national or other applicable laws or regulations; or (iii) infringement of any third-party rights resulting from Licensee's use of the Content including but not limited to combination of the Content with third-party content.

10.2 By Planet. Planet agrees to indemnify, defend, and hold harmless Licensee, its officers, directors, affiliates, and employees (the "Licensee Indemnitees") harmless from and against any and all Costs arising out of or in connection with any Claim brought by any third party against any Licensee Indemnitee(s) to the extent that Licensee's use of the Content infringes a third party's validly issued copyrights, but specifically excluding any Claims arising based on any modifications to or combinations of the Content.

10.3 Indemnification Procedures. The forgoing obligations are subject to the following conditions: (a) the Planet or Licensee Indemnitee, as applicable (the "Indemnitee(s)"), shall provide the indemnifying Party with prompt written notice of any such Claim; (b) the Indemnitee shall provide the indemnifying Party with timely and reasonable cooperation, information, and assistance to defend and/or settle the Claim; (c) the Indemnitee shall grant the indemnifying Party sole control of the defense and all negotiations for any settlement or compromise of such Claim, provided that no settlement of any Claim admitting liability of or imposing any duty or performance upon the Indemnitee shall be affected without the Indemnitee's prior written consent (not to be unreasonably withheld); and (d) the Indemnitee may participate in the defense of any Claim with counsel of its choosing and at its sole expense.

10.4 THIS SECTION 10 STATES THE INDEMNIFYING PARTY'S ENTIRE LIABILITY AND THE INDEMNIFIED PARTY'S SOLE AND EXCLUSIVE REMEDY FOR ANY THIRD-PARTY CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION.

11. Confidentiality

11.1 Confidential Information. "Confidential Information" means all information disclosed by one Party ("Discloser") to the other Party ("Receiving Party") (in writing, orally or in any other form) that is clearly and prominently labeled as "Confidential", at or before the time of disclosure, as confidential, or is provided under circumstances reasonably indicating that the information is confidential, including, without limitation, trade secrets, customer lists, business plans, technical data, product ideas, personnel, contract (including the terms of this Agreement and the Order Schedule), and financial information. Confidential Information does not include information or material that (a) is now, or hereafter becomes, through no act or failure to act on the part of the Receiving Party, generally known or available to the public; (b) is or was rightfully known by the Receiving Party at or before the time such information or material was received from the Discloser, as evidenced by the Receiving Party's tangible (including written or electronic) records; (c) is furnished to the Receiving Party by a third party that is not under an obligation of confidentiality to the Discloser with respect to such information or material; or (d) is independently developed by the Receiving Party without any breach of this Agreement, as evidenced by the Receiving Party's contemporaneous tangible (including written or electronic) records.

11.2 Confidentiality Obligations. Each Party will take all reasonable measures to protect the confidentiality of the other Party's Confidential Information in a manner that is at least protective as the measures it uses to maintain the confidentiality of its own Confidential Information of similar importance, but in no case using less than a reasonable standard of care. Receiving Party will hold Confidential Information in strict confidence and will not disclose, copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of such information, or give or disclose such information to third parties, or use such information for any purposes whatsoever other than as necessary in order to fulfill its obligations or exercise its rights under this



Agreement. Notwithstanding the foregoing, Receiving Party may disclose the other Party's Confidential Information: (a) to employees, consultants, officers, directors, auditors, accounts, attorneys, advisors, and agents (including those of its affiliates) (collectively, "Recipients") that have a need to know such information, provided that Receiving Party will require that each such Recipient not otherwise bound by confidentiality obligations to sign a written nondisclosure agreement consistent with the confidentiality and nondisclosure provisions herein; and (b) to the extent Receiving Party is legally compelled to disclose such Confidential Information, provided that Receiving Party is legally able to do so, Receiving Party gives reasonable advance notice of such compelled disclosure to the other Party will cooperate with the other Party (at the other Party's expense) in connection with any efforts to prevent or limit the scope of such disclosure and/or use of the Confidential Information. Each Party's obligations under this Section 11 will last for the Term of this Agreement and for a period of five (5) years thereafter. For the avoidance of doubt, notwithstanding anything to the contrary stated herein, Content is subject to the license terms set forth in Section 3 above, and the restrictions on disclosure and use contained therein are not subject to expiration or termination pursuant to this Section 11.

12. Compliance with Laws, Regulatory and Disaster Relief

12.1 Compliance with Laws. Including but not limited to with respect to the disposition of the Content, Licensee shall comply fully with all applicable laws and regulations, including, without limitation, the laws and regulations of the United States, Canada, the European Union, Germany, The Netherlands and any other jurisdiction in which Licensee operates or does business, which regulations include, without limitation, the Foreign Corrupt Practices Act and other anti-corruption laws and regulations, economic sanctions, and export controls administered by the U.S. Department of the Treasury and the U.S. Department of Commerce and other governments and governmental entities. Without limiting the foregoing, Licensee shall ensure that neither the Content nor any part or derivation thereof is (a) provided to or the subject of any transaction or dealing, directly or indirectly, with or related to an Embargoed Jurisdiction or Sanctioned Person; (b) exported or reexported, directly or indirectly, in violation of any applicable laws or regulations, or (c) used for any prohibited purpose. "Embargoed Jurisdiction" means a country, region, territory or government with respect to which the U.S. government imposes a trade or investment embargo. "Sanctioned Person" means any legal entity or individual with respect to which or whom U.S. citizens are generally forbidden to transact under economic sanctions including, without limitation, a person on the List of Specially Designated Nationals and Blocked Persons.

12.2 Regulatory. Licensee further acknowledged and agrees that Planet is licensed by various entities with respect to the Licensed Materials and that from time to time, Planet may be required to cease and/or limit operations and/or the collection or distribution of Content in certain areas for certain periods of time. Any compliance by Planet with regard to such regulatory requests shall, in no event, be considered a failure or breach hereunder.

12.3 Disaster Relief. From time to time, Planet may release certain Content to disaster relief efforts, the media, and/or other entities in support of such efforts.

13. Miscellaneous

13.1 No Exclusivity. This Agreement is non-exclusive, and Planet retains the right to license or otherwise provide the Licensed Materials licensed under this Agreement to any third party at any time in Planet's sole discretion.

13.2 Public Archive. Licensee acknowledges and agrees that Planet, at its sole discretion, may make any or all of the Content licensed under this Agreement available on a publicly accessible archive after delivery of the Content to Licensee, at a time, and under conditions, that Planet deems appropriate.

13.3 Notices. General notices shall be given by electronic mail to Licensee's e-mail address on record or to Planet at legal@planet.com. All legal or dispute-related notices shall be sent in writing by courier, or by certified or registered mail (postage prepaid and return receipt requested) to the other party at the address set forth in the applicable Order Schedule, and will be effective upon receipt or three (3) business days after being deposited in the mail as required above, whichever occurs sooner. Either party may change its address by giving notice of the new address to the other party.



13.4 Force Majeure. Neither Party will be liable for, or be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond such Party's reasonable control.

13.5 Governing Law.

(a) If Licensee's registered or business address is in USA or elsewhere in the world outside of a member country of the Council of Europe, then the Agreement is deemed to be executed with **Planet Labs Inc.**, and the following terms apply:

(i) This Agreement shall be governed by the laws of the State of California, without regard to its conflicts of law provisions.

(ii) Any claim or controversy between the Parties arising out of, or relating to, this Agreement shall be finally decided by arbitration in accordance with JAMS Comprehensive Arbitration Rules and Procedures before an JAMS arbitrator. Subject to any valid requirements of any applicable statute, the arbitration shall be conducted in San Francisco, California pursuant to JAMS Streamlined Arbitration Rules and Procedures. Each Party may be represented by counsel in any such arbitration. During the course of any arbitration hereunder, each Party will: (i) bear its own costs and attorneys' fees and any expert witness fees; and (ii) share equally the arbitrators' fees and expenses, **provided** that the arbitrators shall award to the prevailing Party all reasonable attorneys' fees, expert witness fees, arbitrators' fees and all other expenses resulting directly or indirectly from such arbitration. The arbitrators shall be bound by the limitations of liability and other provisions of this Agreement; in no event shall the arbitrators be authorized or allowed to make any award in any amount or on any theory of liability not otherwise expressly permitted in this Agreement. Any arbitration under this Agreement shall be confidential, and either Party may request that the arbitrators issue appropriate protective orders to safeguard each Party's confidential information. Any award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction. The arbitrators shall have the authority to award temporary, preliminary and permanent injunctive and equitable relief in the arbitration (in addition to any monetary relief); **provided, however,** that either Party may opt to seek equitable relief, including emergency injunctive relief, at any time, from a court of competent jurisdiction. Notwithstanding the foregoing, if any dispute, controversy or claim involves alleged improper use of Planet's intellectual property rights, such matter shall not be subject to the arbitration provisions hereof but shall be resolved by a court or an administrative agency of competent jurisdiction.

(b) If Licensee's registered or business address is in a member country of the Council of Europe, then the Agreement is deemed to be executed with **Planet Labs Germany GmbH**, and the following terms apply:

(i) This Agreement will be governed by and construed in accordance with the laws of Germany.

(ii) All disputes arising out of or in connection with this Agreement or its validity shall be finally settled in accordance with the Arbitration Rules of the German Institution of Arbitration (DIS) without recourse to the ordinary courts of law. The place of arbitration is Berlin. The arbitral tribunal shall be composed of three (3) arbitrators. The language of the arbitral proceedings is English.

13.6 Assignment. Licensee may not assign or delegate any rights or obligations under this Agreement to any third party without the prior written consent of Planet. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors, permitted assigns and legal representatives.

13.7 Feedback. When Licensee provides Planet with any feedback, comments or suggestions (collectively, "Feedback") about the Platform, the Content, any of Planet's products or services, this Agreement, and, in general, Planet, Licensee grants to Planet, under any right, title or interest Licensee may have in and to such Feedback, a non-exclusive, royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use that Feedback or to incorporate it into the Platform, the



Content, any of Planet's products or services, this Agreement, or otherwise as Planet sees fit, entirely without obligation of any kind to Licensee.

13.8 Aggregate Data. Licensee acknowledges and agrees that Planet may obtain and aggregate technical and other data about Licensee's use of the Licensed Materials excluding any personally identifiable with respect to Licensee ("Aggregated Anonymous Data"), and Planet may use the Aggregated Anonymous Data to analyze, improve, support and operate the Services and otherwise for any business purpose, during and after the term of this Agreement, including without limitation to generate industry benchmarks or best practices guidance, recommendations or similar reports for distribution to and consumption by Licensee and other Planet customers and prospects. For clarity, this Section 13.8 does not give Planet the right to identify Licensee as the source of any Aggregated Anonymous Data.

13.9 U.S. Government Rights. No technical data or computer software is developed under this Agreement or any Order Schedule. The Licensed Materials provided hereunder are "commercial items" as that term is defined at FAR 2.101. If Licensee is the U.S. Federal Government (Government) Executive Agency (as defined in FAR 2.101), Planet provides the Licensed Materials in accordance with the following: If acquired by or on behalf of any Executive Agency (other than an agency within the Department of Defense (DoD)), the Government acquires, in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software), only those rights in technical data and software customarily provided to the public as defined in this Agreement. If acquired by or on behalf of any Executive Agency within the DoD, the Government acquires, in accordance with DFARS 227.7202-3 (Rights in commercial computer software or commercial computer software documentation), only those rights in technical data and software customarily provided in this Agreement. In addition, if DFARS Subpart 227.72 is applicable, DFARS 252.227-7015 (Technical Data – Commercial Items) applies to technical data acquired by DoD agencies. Any Federal Legislative or Judicial Agency shall obtain only those rights in technical data and software customarily provided to the public as defined in this Agreement. If any Federal Executive, Legislative, or Judicial Agency has a need for rights not conveyed under the terms described in this Section, it must negotiate with Planet to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement to be effective. If this Agreement fails to meet the Government's needs or is inconsistent in any way with Federal law, and the Parties cannot reach a mutual agreement on terms for this Agreement, the Government agrees to terminate its use of the Licensed Materials and return the Licensed Materials and any other software or technical data delivered as part of the Licensed Materials, unused, to Planet. This U.S. Government Rights clause in this Section is in lieu of, and supersedes, any other FAR, DFARS, or other clause, provision, or supplemental regulation that addresses Government rights in computer software or technical data under this Agreement.

13.10 Third-Party Beneficiaries. Except as expressly stated herein, nothing in this Agreement is intended to confer any rights or remedies on any person or entity that is not a party to this Agreement. The Parties expressly reserve the right to modify, amend, terminate or otherwise modify any provision of this Agreement upon mutual written agreement without the consent of, or notice to, any third party.

13.11 Non-Solicit. Licensee shall not, without the prior written consent of a duly authorized officer of Planet, directly or indirectly solicit, hire or otherwise retain as an employee or independent contractor any current or former employee, consultant, contractor or subcontractor of Planet or any of its affiliates, during the Term of this Agreement and for a period of twelve (12) months after Planet's relationship with any such resource is terminated.

13.12 Amendment. No modification of this Agreement or waiver of the terms and conditions hereof will be binding upon the Parties unless approved in writing by both Parties.

13.13 No Waiver. Failure by either Party to enforce any term of this Agreement will not be deemed a waiver unless the waiver is in writing, signed by a duly authorized representative of the Party to be bound and such waiver shall not affect the right of the Party for future enforcement of that or any other term of this Agreement.

13.14 Severability. If any provision of this Agreement is held invalid or unenforceable at law, such provision will be deemed stricken from this Agreement and the remainder of this Agreement will continue in effect and be valid and enforceable to the fullest extent permitted by law.



13.15 Survival. Sections 3.2, 3.3, 4.2, 5, 6, 7.2, 7.3, 8.2, 9, 10, 11, 12, and 13 shall survive expiration or termination of this Agreement.

13.16 Counterparts. This Agreement, including any Order Schedule, may be executed in counterparts, each of which will be deemed an original and which together will constitute one and the same instrument.

13.17 Entire Agreement. This Agreement and the associated Order Schedule represents the entire agreement between the Parties and supersedes any and all prior understanding, agreements, or representations by or among the Parties, written or oral, related to the subject matter as set forth herein and in the applicable Order Schedule. No provision in either Parties' purchase orders, or in any other business form employed by either Party will supersede the terms and conditions of this Agreement, and any such document issued by a Party hereto relating to this Agreement shall be for administrative purposes only and shall have no legal effect.