



QUOTE GENERAL TERMS AND CONDITIONS

The below are the General Terms and Condition that govern the Quote to the Customer only. Additional terms and conditions that govern the license to use the Product or Service supplied by Planet to the Customer also apply. Please read the SEPARATELY SUPPLIED End-User License Agreement carefully to ensure that you understand the additional terms and conditions that govern your usage of the Product or Service.

DEFINITIONS

“Confidential Information” or “CI” means all information related to the subject matter of the transaction between the Parties provided by a disclosing Party to a receiving Party, that is marked as or is disclosed verbally and declared “confidential” or “proprietary” at that time (with written confirmation within 30 days of such verbal disclosure); or a reasonable person would consider to be confidential under the circumstances. CI does not include any material that:

- was in the receiving Party’s possession without restriction before receipt from the disclosing Party;
- is in or subsequently enters the public domain;
- the receiving Party generates independently (as demonstrated by documentary evidence) without access to the other Party’s CI;
- the receiving Party acquires from a third party that is not known by the receiving Party to be under a confidentiality and nondisclosure agreement with the disclosing Party; or
- is disclosed by the receiving Party pursuant to the disclosing Party’s prior written approval.

“Customer” means the entity identified in this quotation that is purchasing a license to use and/or redistribute the Product(s).

“General Terms and Conditions” mean the terms and conditions that govern this Quote

“Party” or **“Parties”** means either Planet or Customer, either individually or collectively.

“Planet” means Planet Labs Geomatics Corp.

“Product” means the satellite imagery and/or Services licensed to the Customer.

“Quote” means this quotation, provided by Planet to the Customer.

TERMS AND CONDITIONS

1. GENERAL PROVISIONS

1.1. These General Terms and Conditions govern the legal relationship between Customer and Planet for the provision of Products and/or Services. They are an essential part of the Quote and govern the rights and obligations of the Parties with respect to the transaction described herein.

1.2. The Customer is deemed to have accepted these General Terms and Conditions, which are incorporated into the Quote by reference. These General Terms and Conditions form the basis of the contractual relationship between the Parties and apply exclusively. Conflicting conditions of Customer or conditions of Customer differing from those indicated in these General Terms and Conditions are invalid, unless approved by Planet in writing.

2. PRICE

The price for the Products or Services supplied by Planet to Customer will be the price specified in the Quote.

3. DELIVERY

Planet will deliver Products and Services in accordance with terms specified by the Parties in the Quote.

4. Payment

4.1. Unless otherwise specified, all prices are in Canadian dollars.

4.2. Planet accepts payment by check, credit card, or bank wire transfer.

4.3. All payments made by bank wire transfer are subject to an additional \$25.00 surcharge.

4.4. All payments made by credit card in excess of \$5,000.00 are subject to an additional % (of total amount) surcharge.

4.5. Purchase orders require the following information:

4.5.1 Shipping Address

4.5.2 Billing Address

4.5.3 Contact Name

4.5.4 Telephone Number

4.5.5 E-mail contact



4.6 Planet reserves the right to request a down payment (minimum 30%) prior to commencing any order.

5. CANCELLATION

- 5.1. For Products from archive and/or subscription services, once an order is confirmed it cannot be cancelled.
- 5.2. For Products from tasking, some Products may be subject to different cancellation policies. Please contact Planet for more information on the cancellation policy for the tasking service of the Product that you have ordered.

6. CONFIDENTIALITY

6.1. The Quote, including all information and discussions related to it, is confidential to both Parties. The Parties acknowledge that Products or Services supplied by Planet and information provided by the Customer in relation to a purchase identified in this Quote may contain CI, and that the Parties may receive or have access to other proprietary or CI disclosed in the quotation process. Both Parties agree to use the CI solely and exclusively for the performance of the Parties' obligations under fulfilling the Quote. Except for the above, neither Party will disclose or make available any CI to a third party and will take all precautions necessary to ensure strict confidentiality.

6.2. Each Party will use the same degree of care to prevent and protect the CI from disclosure to a third party as that Party uses to protect its own CI, but in no event less than a reasonable degree of care. All CI disclosed will remain the sole and exclusive property of the disclosing Party. The disclosure of any CI will not cause the receiving Party to have any rights for use of such CI other than for the purposes of preparing this Quote. The disclosing Party grants no license, interest in, or other proprietary right under any intellectual property instrument, expressly or impliedly, to the receiving Party by the disclosure of any CI.

6.3. Obligations of confidentiality, secrecy, and nondisclosure remain binding to each Party for a period of five (5) years. Where any item of CI constitutes a trade secret, the obligations of confidentiality, secrecy, and nondisclosure remain binding as long as such item remains secret and is not within the public domain, for which the receiving Party bears the burden of proof.

7. INTELLECTUAL PROPERTY

7.1. Intellectual property includes, without limitation, all published or unpublished, written or unwritten discoveries, improvements, ideas, patents, patent applications, copyrights, copyright applications, industrial design, industrial design applications, trademarks, trademark applications, trade names, logos, data, systems, confidential information, trade secrets, know-how, business plans, goodwill, and the like, in each case residing with each Party or its licensors.

7.2. The ownership of intellectual property, including all patents, patent rights, copyrights, trade secrets, trademarks, and other proprietary rights in or related to data, products or services furnished by one Party to the other are and will remain the exclusive property of the relevant Party or its licensors, whether or not specifically recognized or perfected under the laws of the Parties' territories. The other Party will not acquire any right in the data, services, or products, unless specified by written agreement.

7.3. The ownership of all patents, patent rights, copyrights, trade secrets, trademarks, and other proprietary rights in or related to any data, products, or services jointly developed by the Parties under the will be vested to one or both Parties under the terms specified in the Quote.

8. LICENSING

8.1. Planet sells a license to use its Products or Service rather than transferring title outright.

8.2. Please refer to the End-User License Agreement supplied with this quotation for more information on the terms and conditions that govern the use of the Product or Service. All End-User License Agreements can be found here:
https://geomatics.planet.com/products/product_eula.html

9. WARRANTY

9.1. Planet warrants it has sufficient ownership or distribution rights in the Products and Services to make these available to the Customer.

9.2. Planet disclaims all other warranties, conditions, representations, and indemnities about the Products and Services, whether express or implied, arising by law, custom, earlier oral or written statements, or otherwise, including—but not limited to—any warranty of merchantability, satisfactory quality, fitness for particular purpose, and noninfringement.

9.3. For more information on the Product or Service Warranty, please refer to the Product or Service End-User License Agreement

10. LIMITATION OF LIABILITY

10.1. In case of intentional harm or gross negligence on the part of either Party or either Party's agents in performance of the delivering the Products or Services identified in this Quote, such Party is liable according to the provisions of applicable law. The same applies in case of breach of fundamental contract obligations. To the extent the breach of contract is unintentional, the breaching Party's liability for damages will be limited to the damage reasonably predictable.



10.2. Subject to the provisions above and the extent to which applicable law requires liability, under no circumstance will Planet, its licensors, or associated persons be liable for consequential damages, including indirect, special, punitive, or incidental damages and lost profits, foreseeable or unforeseeable, based on claims of the Customer, its agents, associated persons, or customers. The Customer expressly waives the right to claims for such damages, which may include but are not limited to, claims for loss of data, goodwill, use of funds or products, interruption in use or availability of data, stoppage of work, or impairment of assets.

10.3. Each Party's liability for culpable damage to life, body, or health remains unaffected by the foregoing.

10.4. The Parties disclaim any liability not expressly provided for above.

10.5. Please refer to the limitation of liability information supplied with the Product or Service End-User License Agreement as this outlines Planet's and/or its licensor's limitation of liability with regards to the customer's use of the Product or Service.

11. INDEMNITY

Each Party will indemnify and hold harmless the other Party for and against any damage, loss, liability, expense, or other claims, including costs and fees for defending such claim, that a Party incurs as a result of any breach of the terms and conditions in this Quote by the other Party, including, without limitation, any negligent act or omission by, or willful misconduct of, the other Party's employees or agents. Any other claims or remedies which the Parties may assert under the terms and conditions of this Quote or by law are reserved.

12. FINAL PROVISIONS

- 12.1. **Severability.** If any provision of these General Terms and Conditions becomes invalid or unenforceable, the remaining provisions will not be affected. The Parties agree to replace the invalid or unenforceable provision with a valid and enforceable provision reflecting as close as possible the spirit and objective of the unenforceable or invalid provision.
- 12.2. **Subcontracting and Assignment.** Customer will not assign, delegate, subcontract, or otherwise transfer any of its rights or obligations under the Quote to any third party without Planet's prior written consent.
- 12.3. **Governing Law and Dispute Resolution.** The General Terms and Conditions of the Quote are governed by the laws of Alberta, Canada.
- 12.4. **English Language.** Unless otherwise agreed, the Parties will give all correspondence and communications required or desired to be given in connection with the supplying of Products or Services in the English language. The language of the Quote is the English language, which is the binding and controlling language for all matters relating to the meaning or interpretation of the Quote. Any translation of the Quote into another language is for convenience only.
- 12.5. **Complete Quote.** The Quote contains the entire understanding between the Parties with respect to the Quote's subject matter and supersedes all prior and contemporaneous written or oral negotiations and agreements between the Parties.
- 12.6. **Relationship of the Parties.** The Quote does not constitute, create, give effect to, or imply a joint venture, pooling arrangement, agency, employer-employee relationship, partnership, or formal business organization of any kind.
- 12.7. **Electronic Contracting.** Planet shall accept a Quotation signed by the Customer using electronic means.
- 12.8. **Export Control.** Products may be subject to Export Administration Regulations. Customer will not export, re-export, import, or transfer any Product in violation of Canadian or other applicable law—whether directly or indirectly—and will not assist or facilitate others in doing any of the foregoing. The Customer represents and warrants that it is not located in, a resident of, or a citizen of any country to which the United States or Canada has embargoed goods. The Customer acknowledges its responsibility to comply with all applicable laws and regulations in connection with use of Products, including without limitation all export and import laws.