



## GENERAL TERMS AND CONDITIONS

The below are the General Terms and Conditions that govern the Quote to the Customer only. Separate terms apply to licenses to use the Products. PLEASE READ THE Planet Labs Spot Product END-USER LICENSE AGREEMENT AT [https://assets.planet.com/docs/Geomatics\\_EULA\\_SPOT\\_PLEIADES\\_2023.1.pdf](https://assets.planet.com/docs/Geomatics_EULA_SPOT_PLEIADES_2023.1.pdf) CAREFULLY TO ENSURE THAT YOU UNDERSTAND THE ADDITIONAL TERMS AND CONDITIONS THAT GOVERN YOUR USAGE OF THE Products.

### Definitions

"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 Quote), 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.

"Customer" means the entity identified in the Quote 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 as identified in the Quote.

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

## General Terms and Conditions

### 1. GENERAL PROVISIONS

1.1 These General Terms and Conditions govern the legal relationship between Customer and Planet for 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 relating to the Quote. 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

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

## 3. DELIVERY

3.1. Planet will deliver Products 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:

- a. Shipping Address
- b. Billing Address
- c. Contact Name
- d. Telephone Number
- e. 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 canceled.

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. 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 as 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 purpose whatsoever other than as necessary in order to fulfill its obligations or exercise its rights under this Quote.

6.2. 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 Discloser will cooperate with Discloser (at Discloser'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 6 will last



for the duration of the Quote and for a period of five (5) years thereafter.

## 7. LICENSING

Products are licensed, not sold. 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. All End-User License Agreements can be found here: [https://assets.planet.com/docs/Geomatics\\_EULA\\_SPOT\\_PLEIADES\\_2023.1.pdf](https://assets.planet.com/docs/Geomatics_EULA_SPOT_PLEIADES_2023.1.pdf)

## 8. WARRANTY AND DISCLAIMER

8.1. Planet represents and warrants it has sufficient rights to make the Products available to the Customer under the terms of this Quote.

8.2. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 9 (WARRANTY), THE PRODUCTS ARE 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 THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, TITLE, NON-INFRINGEMENT, ACCURACY, UNINTERRUPTED OR ERROR-FREE PERFORMANCE, OR SECURITY. CUSTOMER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES OTHER THAN THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT.

8.3. For more information on the Product warranty, please refer to the Product End-User License Agreement.

## 9. LIMITATION OF LIABILITY

9.1. EXCEPT FOR LIABILITY ARISING BASED ON BREACH OF SECTION 6 (CONFIDENTIALITY): (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 THESE GENERAL TERMS AND CONDITIONS (OTHER THAN FOR CLAIMS FOR PAYMENT OF AMOUNTS DUE) EXCEED THE LESSER OF (i) 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 AND (ii) \$10,000. 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.

9.2. Please refer to the limitation of liability information supplied with the Product 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.

## 10. MISCELLANEOUS

10.1. 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.

10.2. 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.

10.3. Governing Law and Dispute Resolution. The General Terms and Conditions of the Quote are governed by the laws of Alberta, Canada.



10.4. 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 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.

10.5. 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.

10.6. 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.

10.7. Electronic Contracting. Planet shall accept a Quotation signed by the Customer using electronic means.

10.8. 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.