

PLANET LABS SPOT PRODUCT END-USER LICENSE AGREEMENT

Please read the terms of this EULA carefully. If you do not agree with the terms of this EULA, you must return or destroy the delivered Product.

This SPOT Product End-User License Agreement (“**EULA**”) is between End-User (“**you**” or “**your**”) and Planet Labs Geomatics Corp. (“**we**,” “**us**,” or “**our**”).

You agree to be bound by the terms of this EULA by doing any of the following:

- accepting, in whole or in part, a quote for the supply of the Product;
- breaking the seal on the package containing the Product;
- downloading, installing, or manipulating the Product on any computer;
- making any Derivative Product available to any third party;
- damaging or destroying the Product; or
- retaining the Product for more than seven days following its receipt.

1. DEFINITIONS

“**Affiliated End-User**” means any legal commercial business entity or the government department or agency engaged in a joint project with you, as identified by you and accepted in writing by us in the order confirmation. When an Affiliated End-User is a government department or agency, it will be considered to be only that part of the department or agency that is located at the address to which the Product is supplied, unless we have otherwise agreed with you in writing.

“**Derivative Product**” means any derivative product or information developed from the Product by you that does not contain any imagery data from the Product and is irreversible and uncoupled from the source imagery data of the Product. Notwithstanding the foregoing, by express exception, any digital elevation model (DEM) or digital terrain model (DTM) in any form derived from a Product will never be considered a Derivative Product.

“**End-User**” means one of the following that is supplied with the Product and accepts this EULA:

- a person acting in his own name;
- a legal commercial business entity, including its possible offices and branches in its country of residence; or
- a government department or agency.

“**Extract**” means an extract of a Product or VAP that may consist of

- an extract of 1024 x 1024 pixels maximum; or
- if supplied with the Product (preview file), the subsample [ratio 32 toward original PAN (8 toward original XS)] of the original image of the Product.

“**Product**” means the SPOT satellite product supplied to the End-User.

“**Value-Added Product**” or “**VAP**” means any value-added product developed by you that contains imagery data from the Product, and results in a modification of the Product through technical manipulations or addition of other data. Notwithstanding the foregoing, by express exception, any digital elevation model (DEM) or digital terrain model (DTM) derived from a Product will always be considered a VAP.

2. LICENSE

2.1 **License Granted.** We grant you a limited, nonexclusive, nontransferable license to

- (a) make an unlimited number of copies of the Product for purposes permitted under this Agreement;
- (b) install the Product on as many individual computers as needed in your premises, including internal computer network (with the express exclusion of the Internet, except as otherwise provided in this EULA;

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- (c) use the Product for your internal needs;
 - (d) alter or modify the Product to produce VAPs and Derivative Products;
 - (e) use any VAP for your internal needs;
 - (f) make the Product or any VAP available to contractors and consultants, only for use on behalf of you, subject to those contractors and consultants agreeing in writing, in advance, to be bound by the same limitations on use as applicable to you, and return the Product or VAP to you, keeping no copy of the Product or VAP after completion of the contracting or consulting engagement. By express exception, you may not make 3D Products and related VAPs available to any third party without our express written consent;
 - (g) post one Extract on an Internet site, in an Internet-compatible format (without associated metadata), for your promotion purposes only, in a nondownloadable format that does not give any third party access to the Extract, with the appropriate copyright conspicuously displayed: “© [year] CNES, Licensed by Planet Labs Geomatics Corp.,” for SPOT 1 to 5 Products, and “© [year] Airbus Defence and Space, Licensed by Planet Labs Geomatics Corp.” for SPOT 6 and SPOT7 Products;
 - (h) print and distribute one Extract for your promotion purposes only, with the appropriate copyright conspicuously displayed: “© [year] CNES, Licensed by Planet Labs Geomatics Corp.” for SPOT 1 to 5 Products, and “© [year] Airbus Defence and Space, Licensed by Planet Labs Geomatics Corp.” for SPOT 6 and SPOT7 Products;
 - (i) freely use and distribute Derivative Products;
 - (j) share a Product or VAP with an Affiliated End-User within the framework of a joint project, subject to the following cumulative conditions; and
 - (k) make an unlimited number of print copies of the PRODUCT and/or VAP for use outside of the CUSTOMER’s organization provided that: (a) all copies include the copyright notice prominently displayed in or adjacent to the PRODUCT and/or VAP; and (b) the CUSTOMER may not sell any copies made for such purposes:
 - you will have detailed the following in the order form and/or order details accepted by us:
 - the name, legal structure, site address of each Affiliated End-User;
 - the details for the joint project in which you and the Affiliated End-User are cooperating and for which the Product is ordered;
 - you will sign an agreement with each Affiliated End-User under which
 - each Affiliated End-User may be granted the rights provided under this §2.1 (a) – (i); and
 - the terms of that agreement will be no less protective of us and our licensor’s respective rights than the provisions of this EULA; and
 - you warrant that each Affiliated End-User complies with the terms in this EULA, and you will indemnify us against any breach committed by an Affiliated End-User.
- 2.2 Prohibited Uses. You, your Affiliated End-User, and your contractor and consultant may not:
- sell, rent, lease, or otherwise commercially distribute any Product or VAP;
 - alter or remove any copyright notice or proprietary legend contained in or on a Product or VAP;
 - use a Product or an Extract in the framework of competitive analysis (such as benchmarking); or
 - do anything not expressly permitted under this EULA.
- 2.3 License Types
- 2.3.1 Number of licenses provided for SPOT 1-5 Products:
- (a) To commercial organizations, including nongovernmental organizations (NGOs),

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academic/research institutions, and all Canadian Crown corporations, the Product will be licensed for use by one End-User;

- (b) To a Provincial/Territorial government department or agency, the Product will be licensed for use by all departments or agencies of the licensing province/territory;
- (c) To a government of Canada department or agency, the Product will be licensed to all Government of Canada departments and agencies.

2.3.2 Number of licenses provided for SPOT 6 and SPOT 7 Products:

- (a) To commercial organizations, including NGOs, academic/research institutions, and all Canadian Crown corporations, the Product will be licensed for use by one End-User and may be shared with up to four Affiliated End-Users;
- (b) To a provincial/territorial government department or agency, the Product will be licensed for use by all departments or agencies of the licensing province/territory;
- (c) To a Government of Canada department or agency, the Product will be licensed to all Government of Canada departments and agencies.

Planet Labs supports other licensing options. For more information, please contact a Planet Labs representative at geomatics-sales@planet.com

3. INTELLECTUAL PROPERTY RIGHTS

3.1 The data contained in the Product are the property of

- Centre National d'Etudes Spatiales (CNES) for SPOT 1 to 5 satellite imagery data; and
- Airbus Defense and Space for SPOT 6 and SPOT 7 satellite imagery data.

3.2 The Product is protected by French and international copyright laws.

3.3 In addition, the Product and the satellite imagery data contained in the Product are protected by articles L 341-1 to 343-7 of the French Code of Intellectual Property Law as amended by the statute of 1 July 1998, relative to database copyright and similar statutes in European countries that have incorporated EU Directive n° 96/9 of 11 March 1996 on database copyright into their laws.

4. WARRANTY

4.1 Limited Warranty. We warrant that we have sufficient rights in the Product to make it available to you under the terms of this EULA. We will use commercially reasonable efforts to ensure that any Product provided to you will conform to the Product requested and that the medium on which the Product is delivered will be free of physical defect. If the Product or media do not meet the foregoing standards, your exclusive remedy will be to return that Product or media to us within 30 days of your receipt of that Product or media. If you return the Product and media within the 30-day period and if we determine that the Product or media at the time they were delivered, failed to meet such standards, we will—in our own discretion— either (a) retain the Product and refund the applicable license fee paid for the Product; or (b) replace or repair the Product and return the Product to you. After this 30-day period, the Product will be considered to be compliant with the specifications and irrevocably accepted by you.

4.2 No Other Warranties. The Product is complex, and we do not warrant that the Product is free of bugs, errors, defects, or omissions, nor that the Product will be error free or uninterrupted, nor that all nonconformities can or will be corrected. We do not warrant that the Product will meet your requirements or expectations, nor that the Product will be fit for your intended purposes.

5. LIMITATION OF LIABILITY

EXCEPT AS OTHERWISE PROVIDED IN THIS EULA, ANY PRODUCT LICENSED UNDER THIS EULA, IS PROVIDED WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (EVEN IF WE ARE ADVISED OF SUCH PURPOSE) NONINTERFERENCE, SYSTEM INTEGRATION, AND NONINFRINGEMENT. OUR LIABILITY WITH RESPECT TO ANY PRODUCT WILL, IN

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ANY CASE, BE LIMITED TO A REFUND OF THE LICENSE FEE PAID FOR THAT PRODUCT. IN NO EVENT WILL OUR LICENSORS OR WE BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS RESULTING FROM ANY DEFECT IN ANY PRODUCT OR ANY DELAY IN DELIVERY.

6. INDEMNIFICATION

You will indemnify us against all losses, damages, claims, expenses, and attorney's fees incurred by or asserted against us arising from or connected with your or an Affiliated End-User's breach of any provision of this EULA.

7. MISCELLANEOUS

7.1 **Governing Law.** This EULA will be construed in accordance with the laws of the Province of Alberta, and the Parties submit to the exclusive jurisdiction of the courts of the Province of Alberta.

7.2 We or our licensor retain all rights not expressly granted in this EULA.

7.3 **Term and Termination.** This EULA is effective until terminated runs for an unlimited term, unless

otherwise specified in the order under which the Product is delivered. You may terminate this EULA by destroying all copies of the Product, VAP, and Derivative Product. This EULA will terminate automatically if you or an Affiliated End-User fails to comply with any of the terms of this EULA, and on any such termination you will return or destroy all copies of the Product, VAP, and any Derivative Products. You will not transfer part or all of this EULA unless you have obtained permission from us to do so.

7.4 **Complete and Binding EULA.** Subject to any specific terms of an order incorporating this EULA, this EULA constitutes the sole agreement pertaining to its subject matter and supersedes all prior written or oral agreements or communications. No amendment to this EULA will be effective unless in writing and signed by both you and us. If any provision of this EULA is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this EULA will be applicable.