

SATELLITE ART PROGRAM TERMS AND CONDITIONS

Planet Labs PBC ("Planet") owns and operates Dove satellites, which have a side panel, that Planet has used to include art designed by contributing artists (the "Satellite Art Program"). These terms and conditions ("Terms and Conditions") apply to each Submission to the Satellite Art Program.

- 1 Anyone who wants to participate in the Satellite Art Program ("Participant") must submit an original work of art in accordance with the specifications provided by Planet ("Submission"). Participants must also provide information requested by Planet on the <u>submission form</u>.
- 2 Once submitted, the Submissions become the property of Planet and Planet does not guarantee that they will be acknowledged or returned. Participant is the sole owner of the copyright in any Submission, and in exchange for the possibility of including the Submission on a Planet satellite, participation in the Satellite Art Program constitutes Participant's irrevocable, perpetual permission and consent to Planet and others authorized by Planet, without compensation or attribution (i) to reproduce, print, publish, transmit, communicate to the public, distribute, sell, perform, adapt, enhance, display, or otherwise use the Submission for any purpose, in any and all media now in existence or hereinafter created, throughout the universe and (ii) to edit, adapt, and modify the Submission. Each Participant releases and discharges Planet and its employees, agents, or representatives, or assigns from any and all liability in connection with the Satellite Art Program, including, without limitation, legal claims, costs, losses or damages, demand, or actions of any kind. Planet has the sole discretion to decide whether, when, and how to use the Submissions.
- 3 Except where prohibited, participation in the Satellite Art Program constitutes consent to use Participant's name, likeness, location (e.g., city and state), and any other materials or information provided by the Participant (e.g., an artist statement), and the Submission for promotional, marketing, and publicity purposes, without compensation. Planet collects personal information in order to conduct the Satellite Art Program and may, for this purpose, disclose such information to third parties. Please refer to our <u>privacy policy</u> for a description of your rights with respect to this information, including to access, update or correct it
- 4 Participants represent and warrant that their Submission is their original work, it has not been copied from others, and it does not violate the rights of any other person or entity. Participants will be solely responsible for any violation of the foregoing warranty.
- 5 All disputes arising or connected with the Satellite Art Program shall be governed by the laws of the State of California, without regard to its conflicts of law provisions.