



SKYSAT FLEXIBLE TASKING TERMS OF SERVICE

Generally

This SkySat Flexible Tasking Terms of Service (“Terms of Service”) sets forth the terms pursuant to which Planet Labs (“Planet”) shall deliver Flexible Tasking Orders, as ordered by Licensee. Planet shall use its commercially reasonable efforts to meet or exceed the following service levels set forth herein, subject to the terms and conditions of these Terms of Service.

Flexible Tasking

- In order for a Flexible Tasking Order to be processed by Planet, Licensee must transmit a complete, electronic Flexible Tasking Order through the Planet tasking API (“Tasking API”) or tasking dashboard (“Tasking Dashboard”) in accordance with the following requirements.
 - Flexible Tasking Orders:
 - must include (i) the requested starting and ending Time of Interest (i.e. the time range in which Licensee desires to acquire an image); (ii) the type of collect (point, stereo, tri-stereo or area) and the target; and (iii) the target
 - may be collected at any time during the Time of Interest
 - must have a Time of Interest of at least 14 calendar days in duration; the duration is measured from the starting date to the ending date of the Time of Interest
 - must be placed no less than 24 hours prior to the start date of the Time of Interest
 - shall incur quota charges commensurate with the order type
 - point collects are charged 25 sq km
 - stereo collects are charged 50 sq km
 - tri-stereo collects are charged 75 sq km
 - area collects are charged 25 to 5,000 sq km
 - may have a maximum view angle of no less than 30 degrees
 - must have a solar elevation angle greater than 10 degrees
 - may have a maximum cloud cover of no less than 15%, and cloud cover of less than 10% and 5% is available at added cost, subject to feasibility
 - cloud cover may be assessed by a combination of systemic and/or manual review and the cloud cover assessment is at Planet’s sole discretion
 - If placed for the purpose of distribution or resale submitted by Licensee, shall include end user information sufficient to allow Planet to conduct requisite regulatory compliance and government security checks, including Licensee contact name, company name, address, phone number, and any other information reasonably requested by Planet
 - If Planet does not fulfill the order by the end time set forth in the Time of Interest, then:
 - For point, stereo, and tri-stereo Flexible Tasking Orders, the order will expire and no quota will be charged.
 - For area Flexible Tasking Orders the order will expire and
 - quota will be charged for Content collected to fulfill the order
 - quota reserved for this Flexible Tasking Order (less the charge for fulfilled Content) will be released so the Licensee may place new Flexible Tasking Orders
 - Licensee may change the end date of the Time of Interest to allow additional collections to be attempted to complete the area
 - Licensee may request a new area order
 - Licensee acknowledges and agrees that:
 - Any cancellation requests must be made in the Tasking API or by way of the Tasking Dashboard.
 - Any cancellation of Flexible Tasking Orders must be received by Planet no less than 24 hours prior to the start time of the Time of Interest. Any Flexible Tasking Orders cancelled with less than 24 hours’ notice shall be charged to or deducted from Licensee’s available quota, as applicable.
 - Licensees agrees that it shall use the Tasking API in good faith and, if applicable, shall not place multiple Assured Tasking Orders and Flexible Tasking Orders in the same area of interest or for the



same target, and if multiple orders are placed for the same area of interest or the same target then in no case shall cancellation apply to any such orders.

Flexible Tasking Order Delivery

- Planet shall use commercially reasonable efforts to deliver all Flexible Tasking Orders with an estimated delivery time of no greater than (12) hours from image capture for orthorectified products.
- All Flexible Tasking Orders shall materially comply with the SkySat technical specifications set forth in the following link:
 - https://developers.planet.com/static/Planet_Combined_Imagery_Product_Spec_June_2020.pdf.
- Licensee must raise any Content noncompliance issues within five (5) days of delivery, in which case Planet shall re-task the same order. Thereafter, the Content shall automatically be deemed compliant.
- All Flexible Tasking Orders shall be delivered via the Platform and shall be deemed delivered when first made available to Licensee in the Platform.

Standard Delivery/Archive Publication

- All Content collected as part of a Flexible Tasking Order shall be withheld from the SkySat Archive for a default period of thirty (30) calendar days from the date of image capture (“Archive Hold Period”).
- Licensee may elect to shorten the Archive Hold Period by adjusting Licensee’s settings in the Tasking API or Tasking Dashboard.
- Licensee shall have exclusive access to applicable Content during the Archive Hold Period.
- After the Archive Hold Period has lapsed, the Content will automatically be released into the SkySat Archive.
- For clarity, the SkySat Archive does not include any Licensee-specific information.

General

- All Flexible Tasking Orders must be placed prior to the end of the Term.
- Planet shall continue to process all Flexible Tasking Orders placed prior to the end of the Term until 7 calendar days after the end of the Term at which point any outstanding orders will be cancelled.
- Any unused tasking quota shall automatically expire at the end of the applicable Term.
- The Tasking Dashboard is optimized for the following modern desktop browsers only: Chrome and FireFox.