



SKYSAT FLEXIBLE TASKING TERMS OF SERVICE

These SkySat Flexible Tasking Terms of Service (“**Terms of Service**”) are incorporated into the applicable Order Schedule and set forth the terms pursuant to which Planet Labs (“**Planet**”) shall deliver Flexible Tasking Orders (hereinafter referred to as “Flexible Tasking Orders”, or “orders”). Planet shall use its commercially reasonable efforts to meet or exceed the following service levels.

1. Flexible Tasking Requirements

In order for a Flexible Tasking Order to be processed by Planet, an Authorized User of 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. All Flexible Tasking Orders:

- (a) must include: (i) a Time of Interest; (ii) the type of collect (point, stereo, tri-stereo, or area) and (iii) the Area of Interest.
- (b) must have a Time of Interest of at least fourteen (14) calendar days in duration (the duration is measured from the start date to the end date of the Time of Interest).
- (c) must be placed no less than twenty-four (24) hours prior to the start date of the Time of Interest.
- (d) may be collected at any time during the Time of Interest.
- (e) may not indicate a cloud cover of less than 15%, unless otherwise explicitly set forth in the Order Schedule. Note that to the extent Licensee requires SkySat Content with cloud cover of less than 15%, such offerings are available (e.g. 10% and 5% cloud cover) at additional cost and 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.
- (f) may have a maximum view angle of no less than 30 degrees.
- (g) must have a solar elevation angle greater than 10 degrees.
- (h) for area collects, must have a width that is equal to or greater than 2 km.

2. Flexible Tasking Order Delivery

- (a) Planet shall use commercially reasonable efforts to deliver Content within twelve (12) hours of image capture for orthorectified products.
- (b) All Flexible Tasking Orders shall materially comply with the SkySat technical specifications set forth at: https://developers.planet.com/static/Planet_Combined_Imagery_Product_Spec_June_2020.pdf (or successor URL). Due to variables including SkySat orbital altitudes, Planet guarantees 95% minimum fulfillment of completed Point order AOIs.
- (c) To the extent the delivered Content does not materially comply with the technical specifications set forth in these Terms of Service, Licensee must notify Planet in writing within five (5) days of delivery, in which case Planet shall re-task and redeliver the same order. Thereafter, the Content shall automatically be deemed accepted.
- (d) All Flexible Tasking Orders shall be delivered via the Platform and shall be deemed delivered when first made available to Licensee in the Platform.



3. Quota Charges

Licensee shall incur quota charges commensurate with the order type, as follows:

- (a) point collects are charged in 25 sq km minimum increments.
- (b) stereo collects are charged in 50 sq km minimum increments.
- (c) tri-stereo collects are charged in 75 sq km minimum increments.
- (d) area collect orders may range from 25sqkm to 5,000 sq km. and will be charged for the actual area ordered.

4. Standard Delivery / Archive Publication

- (a) 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**”).
- (b) Licensee may elect to delete the Archive Hold Period by adjusting Licensee’s settings in the Tasking API or in the Tasking Dashboard, or by sending an email to support@planet.com. Licensee may not lengthen the Archive Hold Period.
- (c) Licensee shall have exclusive access to applicable Content during the Archive Hold Period, except as provided in Section 12.3 (Disaster Relief) of the Master Content License Agreement.
- (d) After the Archive Hold Period has lapsed, the Content will automatically be released into the SkySat Archive.
- (e) For clarity, the SkySat Archive does not include any Licensee-specific information.

5. Expiration

Certain variables impact the quality of the Content and Planet’s ability to collect the Content, including weather, fire, active orders in the area, and satellite agility. If Planet is not able to fulfill an order in full by the end time set forth in the applicable Time of Interest due to those variables, then:

- (a) For point, stereo, and tri-stereo Flexible Tasking Orders, the order will expire, and no quota will be charged.
- (b) For area Flexible Tasking Orders, the order will expire and: (i) quota will be charged for Content collected to fulfill the order in part (if any); and (ii) quota reserved for this Flexible Tasking Order (less the charge for fulfilled orders) will be released back to the available quota so the Licensee may place new Flexible Tasking Orders.
- (c) Licensee may: (i) change the end date of the Time of Interest to allow additional collects to be attempted to complete the area; or (ii) request a new area order.

6. Cancellation

Licensee acknowledges and agrees that:

- (a) Any cancellation requests must be made in the Tasking API or in the Tasking Dashboard, or by way of email request to support@planet.com.
- (b) Any cancellation of Flexible Tasking Orders must be received by Planet no less than twenty-four (24) hours prior to the start time of the Time of Interest.
- (c) Any Flexible Tasking Orders cancelled with less than twenty-four (24) hours’ notice shall be charged to or deducted from Licensee’s available quota, as applicable.



7. General

- (a) All Flexible Tasking Orders must be placed prior to the end of the Term. Any unused tasking quota shall automatically expire at the end of the applicable Term.
- (b) Planet shall continue to process all Flexible Tasking Orders placed prior to the end of the Term until seven (7) calendar days after the end of the Term at which point any outstanding orders will be cancelled.
- (c) Licensee agrees that it shall use the Tasking API/Dashboard in good faith (e.g., by not placing multiple conflicting Assured Tasking Orders and Flexible Tasking Orders in the same Area of Interest.) If Planet determines, in its sole discretion, that Licensee is misusing the Tasking API/Dashboard, Planet reserves the right to charge Licensee or deduct from Licensee's available quota, for any such misuse.
- (d) The Tasking Dashboard is optimized for the following modern desktop browsers only: Chrome and FireFox.
- (e) For any Flexible Tasking Orders for which Licensee has the right to distribute or resell to an End User (as explicitly set forth in the usage rights of the Order Schedule), then Licensee must also include the End User information sufficient to allow Planet to conduct requisite regulatory compliance and government security checks, including: (a) End User contact name; (b) End User company name, address, telephone number; and (c) any other information reasonably requested by Planet.