

PLANET LABS INC.

CONTENT END USER LICENSE AGREEMENT FOR THE AMBASSADORS PROGRAM

This AMBASSADORS CONTENT END USER LICENSE AGREEMENT ("Agreement") contains the terms and conditions under which Planet Labs Inc. ("Planet") is willing to license certain end users to access and use Planet's satellite-generated imagery, analysis, and other services (the "Content") in consideration of your commitment to use the Content for the beneficial use cases described below and otherwise without further fee or payment hereunder to Planet Labs Inc.

The purpose of Ambassadors Program is to promote the use of Planet's Content to enable research targeted to enhancing social, humanitarian and environmental impacts, through Reports (defined below). Any extension of this Agreement as provided in Section 8 below will be primarily based upon how well this goal is achieved.

PLEASE READ THE TERMS OF THIS AGREEMENT CAREFULLY. UPON MUTUAL EXECUTION OF THIS AGREEMENT, YOU OR THE ENTITY THAT YOU REPRESENT (COLLECTIVELY, "YOU") AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN CONTRACT SIGNED BY YOU. IF YOU DO NOT AGREE TO THE FOREGOING, OR IF PLANET DOES NOT EXECUTE THIS AGREEMENT, PLANET DOES NOT AUTHORIZE YOU TO ACCESS OR USE ANY OF THE CONTENT.

1. License; Permitted Uses. Subject to Your compliance with the terms and conditions of this Agreement, and your agreement with Planet's Terms of Service, available at www.planet.com, and activation of your unique Planet account, Planet hereby grants You a non-exclusive, non-transferable, non-assignable, non-sublicenseable, limited right to use the Content solely for the following permitted uses, and solely in the authorized territory and authorized time periods within the archive determined at the sole discretion of Planet:

a) To access and view the Content through a program or device through which You accepted this Agreement;

b) To reproduce, store and display the Content for internal use only;

c) To print and make copies (including digital copies) of the Content for internal use only; and

d) To create derivative works ("Derivative Works") for publication from the Content in the form of textual reports, maps of graphical reports or pages ("Reports") which may contain Content as a backdrop for purpose of illustration or explanation of the new

information or the results contained in the Report. Embedded Content may only be in the form of snapshots which are limited to the immediate geographic area of interest and relating to only the specific event or topic described in the Report. Published Reports may not in any way allow a third-party to recreate the Content. Derivative Works shall not be used for purposes of sale or resale. In addition, You agree that You shall collaborate with Planet in the publication of any Report, giving Planet the option (but not the obligation) of co-authorship.

2. Restrictions. Except as expressly set forth in this Agreement, You shall not, directly or indirectly: (i) sell, rent, sublicense, distribute, assign or otherwise transfer any of the Content or Derivative Works to a third party, without Planet's express written consent; (ii) merge the Content with any third-party product; (iii) publish or otherwise distribute the Content; (iv) alter or remove any copyright notice, proprietary legend or attribution contained in or on the Content; (v) remove, bypass or circumvent any electronic or other form of protection included in the Content; (vi) reverse engineer or otherwise attempt to derive the algorithms, databases or data structures from which the Content is derived; or (vii) do anything which adversely affects Planet's right, title and interest in and to the Content.

3. Access to Content. You and members of Your organization may access Content through the Planet Application Programming Interface ("API"). Each person in your organization that you desire to have access to Content will require a unique key to access Content through the API. In order for such persons to obtain their key, You shall identify each proposed user to Planet, and Planet shall provide them with the necessary instructions for activating such unique account, which shall also require agreement with the Planet Terms of Service. Planet reserves the right, at its sole discretion, to determine the number of authorized users under this Agreement.

4. Attribution. You will include an attribution that identifies Planet Labs as the provider of the Content in the Reports. For the purposes of the foregoing, Planet Labs hereby grants You a limited right to use Planet Labs' trademarks, name and logos. All goodwill related to use of Planet Labs' trademarks will inure to Planet Labs.

5. Press Releases. Planet Labs may issue a press release concerning this Agreement, and will make commercially reasonable efforts to notify You of any such press release.

6. Planet Labs Code of Ethics. You will in good faith and to the best of Your ability not use the Content in any manner which, in Planet Labs' sole discretion, violates the Planet Labs Code of

Ethics, available at <https://www.planet.com/ethics>. You agree to comply with the Planet Labs Code of Ethics, which may be updated by Planet Labs from time to time in its sole discretion.

7. Ownership. You acknowledge that title and ownership of the Content, and all proprietary rights, including all copyright, patent, trade secret, trademark and other intellectual property rights, in and to the Content, are and will at all times remain the exclusive property of Planet and its licensors. Without limiting the foregoing, Planet and its licensors retain all rights in and to the Content (and any accompanying documentation) that are not specifically granted to You hereunder.

8. Term and Termination. Unless extended by written agreement signed by Planet, this Agreement and the license granted herein shall terminate upon the earlier to occur of: (i) one hundred and eighty (180) days from the date of the last party to sign below; or (ii) immediately, and without notice from Planet, if You fail to comply with any provision of this Agreement. Upon termination under subsection (ii) above, You shall immediately cease all access and use of the Content, and destroy all copies of the Content in Your possession or control. If the termination is pursuant to subsection (i) above, You shall immediately cease all access and use of the Content, except that Content embedded in Reports produced prior to termination may continue to be published as provided herein. All provisions of this Agreement which by their nature contemplate performance after termination shall survive any termination of this Agreement.

9. Disclaimers. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, PLANET AND ITS LICENSORS DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE CONTENT AND ANY ACCOMPANYING DOCUMENTATION ARE PROVIDED TO YOU "AS IS". PLANET DOES NOT WARRANT THAT THE CONTENT WILL MEET YOUR REQUIREMENTS OR BE ERROR-FREE, ACCURATE, CURRENT OR COMPLETE.

10. Limitations of Liability. IN NO EVENT WILL PLANET OR ITS LICENSORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES, OR DAMAGES FOR LOST PROFITS, BUSINESS INTERRUPTION, OR LOSS OR INACCURACY OF INFORMATION, ARISING FROM OR RELATING TO THIS AGREEMENT OR YOUR USE OF THE CONTENT, REGARDLESS OF THE FORM OF ACTION, EVEN IF THE CLAIM WAS REASONABLY FORESEEABLE OR IF PLANET WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY ESSENTIAL PURPOSE OF ANY REMEDY. IN NO EVENT WILL PLANET'S AGGREGATE LIABILITY UNDER ANY AND ALL CLAIMS RELATING TO THE CONTENT OR OTHERWISE ARISING OUT OF THIS AGREEMENT EXCEED THE TOTAL AMOUNT

PAID BY YOU TO ACCESS THE CONTENT. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so these limitations may not apply to You. The foregoing provisions shall be enforceable to the maximum extent permitted by applicable law.

11. High-Risk Activities. The Content is not intended for use in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which errors in the Content could lead directly to death, personal injury, or severe physical or environmental damage.

12. Indemnity. You shall indemnify, defend and hold harmless Planet and its licensors, and their respective owners, officers, directors, employees and agents, from and against any and all damages, losses, liabilities, expenses, and costs (including reasonable attorneys' fees) for any claims arising out of (a) Your use of the Content for any purpose or (b) Your breach of any term of this Agreement; or (c) any property damage or injury to or death of any person directly or indirectly caused by You. Planet will provide You with notice of any such claim. Planet will have the right to participate in the defense of any such claim at its expense.

13. Compliance with Laws; Export Control. You acknowledge that the Content may be subject to U.S. Export Administration Regulations. You shall not export, re-export, import, or transfer the Content in violation of U.S. or other applicable laws, whether directly or indirectly, and you shall not assist or facilitate others in doing any of the foregoing. You represent and warrant that you are not located in, a resident of, or a citizen of any country to which the United States has embargoed goods. You acknowledge it is your responsibility to comply with any and all laws and regulations in connection with Your use of the Content, including without limitation all export and import laws.

14. Miscellaneous.

14.1 No Assignment by You. You may not assign or otherwise transfer any of Your rights hereunder without Planet's prior written consent, and any such attempt is void. Planet may freely assign this Agreement.

14.2 Governing Law; Venue. This Agreement shall be governed by and construed under the laws of the state of California without reference to its conflict of law principles. Each party agrees to submit to the exclusive and personal jurisdiction of the California

or federal courts in San Francisco County, California. You irrevocably waive all immunity from jurisdiction, attachment and execution, whether on the basis of sovereignty or otherwise, to which You might otherwise be entitled in any legal action or proceeding in any state or federal court of competent jurisdiction, including such courts located in the state of California, arising out of this Agreement. In the event of any action to enforce the terms of this Agreement, the prevailing party in such action shall be entitled to such party's reasonable costs and expenses of enforcement including, without limitation, reasonable attorneys' fees.

14.3 Injunctive Relief. You acknowledge and agree that a material breach of this Agreement adversely affecting Planet's proprietary rights would cause irreparable harm to Planet for which a remedy at law would be inadequate and that Planet shall be entitled to injunctive relief in addition to any remedies it may have hereunder or at law.

14.4 No Waiver. Except as otherwise provided herein, the failure of either party to enforce any provision of this Agreement shall not be constituted to be a present or future waiver of such provision, nor in any way affect the ability of either party to enforce each and every such provision thereafter.

14.5 Severability. If any provision of this Agreement is held invalid or unenforceable at law, such provision will be deemed stricken from this Agreement and the remainder of this Agreement will continue in effect and be valid and enforceable to the fullest extent permitted by law.

14.6 Entire Agreement. This Agreement represents the entire agreement between Planet and You, and supersedes any and all prior understanding, agreements, or representations between Planet and You, written or oral, related to the same subject matter.

14.7 Contact. If You have any questions regarding this Agreement, or if You would like to contact Planet for any other reason, please send an email to support@planet.com.