

PLANET LABS BETA SITE EVALUATION LICENSE AGREEMENT

BY ACCESSING THE PLANET.COM BETA SITE (THE "BETA SITE"), YOU ARE AGREEING TO ALL OF THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT. PLANET LABS INC. ("PLANET" OR "LICENSOR") IS WILLING TO MAKE THE BETA SITE AVAILABLE TO YOU ONLY UPON THE CONDITION THAT YOU ACCEPT THIS LICENSE AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, PLEASE DO NOT ACCESS THE BETA SITE. THIS BETA SITE IS INTENDED TO BE USED FOR EXPERIMENTAL PURPOSES ONLY.

This Planet Beta Site Evaluation License Agreement is between you (either an individual or entity) ("Licensee") and Licensor. Licensor means Planet Labs Inc. This Agreement applies to the Beta Site.

1. GRANT OF LICENSE. Subject to the terms of this Agreement, Planet grants to Licensee a personal, non-sublicensable, non-transferable, non-exclusive license during the period of time set forth by Planet upon access to the Beta Site, solely for Licensee's non-productive internal beta testing purposes ("Beta Testing").

2. OWNERSHIP; RESTRICTIONS ON LICENSE. Title to and ownership of the Beta Site shall be and at all times remain in Planet. Licensee shall not copy the Beta Site. Licensee shall have no right to use any Planet trademarks, trade names or trade dress absent a separate written agreement between Planet and Licensee. Any developments or modifications made during the term of this Agreement by Planet or Licensee relating to the Beta Site, whether or not influenced or suggested by Licensee, are the sole property of Planet. Licensee shall not (and shall not allow any third party to): (i) make any commercial use of the Beta Site; (ii) decompile, disassemble, or otherwise reverse engineer (except to the extent that applicable law prohibits reverse engineering restrictions) or attempt to reconstruct or discover any source code or underlying ideas or algorithms or file formats or programming or interoperability interfaces of the Beta Site by any means whatsoever; or (iii) distribute or otherwise link to all or any portion of the Beta Site.

3. CONFIDENTIALITY. Licensee acknowledges that in the course of using the Beta Site, it may obtain from Planet information relating to the Beta Site and/or to Planet, including, but not limited to, the Beta Site technology, know-how, ideas, algorithms, testing procedures, structure, interfaces, specifications, documentation, bugs, problem reports, analysis and performance information, and other technical and business information ("Proprietary Information"). Proprietary Information shall also include the existence and terms of this Agreement. During and after the term

of this Agreement, Licensee shall hold in confidence and protect, and shall not use (except as expressly authorized by this Agreement) or disclose, any Proprietary Information, unless such Proprietary Information becomes part of the public domain without breach of this Agreement by Licensee, its officers, directors, employees or agents.

4. TERMINATION. Unless terminated earlier as provided herein, this Agreement shall terminate on the earlier to occur of the time set forth by Planet upon delivery of the Beta Site or sixty (60) days from the date Planet makes the Beta Site available to Licensee. The Agreement may be terminated by Planet for any reason or no reason upon written notice to Licensee at the address provided by Licensee. Upon termination, the license granted hereunder shall terminate and Licensee shall immediately cease access to the Beta Site.

5. WARRANTY DISCLAIMER. LICENSEE ACKNOWLEDGES THAT THE BETA SITE IS EXPERIMENTAL IN NATURE AND THAT THE BETA SITE IS PROVIDED AS-IS. PLANET LABS AND ITS SUPPLIERS AND RESELLERS DISCLAIM ALL WARRANTIES RELATING TO THE BETA SITE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF OR RELATING TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF THIRD PARTIES' RIGHTS.

NEITHER LICENSOR NOR ANY SUPPLIER OR RESELLER OF LICENSOR SHALL HAVE ANY LIABILITY WITH RESPECT TO ANY DATA TRANSMITTED WITH USE OF THE BETA SITE. YOU ARE SOLELY RESPONSIBLE FOR AND SHALL BEAR ALL RISK ASSOCIATED WITH USE OF THE BETA SITE TO TRANSMIT DATA, INCLUDING, BUT NOT LIMITED TO, LOSS OR CORRUPTION OF DATA OR ANY LACK OF SECURITY.

6. NO SUPPORT AND MAINTENANCE. Licensee is not entitled to any support or maintenance (including, without limitation, updates, upgrades, or enhancements of the Site) under this Agreement.

7. LIMITATION OF REMEDIES AND LIABILITY. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, LICENSOR SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED HERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY FOR (A) LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; OR (B) ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUES AND LOSS OF PROFITS.

8. COMPLIANCE WITH LAWS. Licensee acknowledges that the Beta Site contains data that may be subject to export restrictions by the United States government and import restrictions by certain foreign governments. Licensee shall comply fully with all applicable laws

and regulations, including, without limitation, the laws and regulations of the United States, Canada and any other relevant country including, without limitation, the Foreign Corrupt Practices Act and economic sanctions and export controls administered by the U.S. Department of the Treasury and the U.S. Department of Commerce. Without limiting the foregoing, Licensee shall ensure that neither the data nor any part or derivation thereof is (a) provided to or the subject of any transaction or dealing, directly or indirectly, with or related to an Embargoed Jurisdiction or Sanctioned Person; (b) exported or reexported, directly or indirectly, in violation of any applicable laws or regulations, or (c) used for any prohibited purpose. "Embargoed Jurisdiction" means a country, region, territory or government with respect to which the U.S. government imposes a trade or investment embargo, presently Crimea, Cuba, Iran, North Korea, Sudan and Syria. "Sanctioned Person" means any legal entity or individual with respect to which or whom U.S. citizens are generally forbidden to transact under economic sanctions including, without limitation, a person on the List of Specially Designated Nationals and Blocked Persons.

9. FEEDBACK. Your feedback is welcome! Any suggestions, feedback or other disclosures made by Licensee are, and shall be, entirely voluntary on the part of Licensee and shall not create any obligation on the part of Planet or any independent confidential relationship between Licensee and Planet. Instead, Planet shall be free to use and/or disclose Licensee's suggestions, feedback or other information as Planet sees fit, entirely without obligation of any kind to Licensee.

10. REPORTING OF ERRORS. Licensee agrees to provide a representative of Licensee to promptly report to Planet all errors encountered during Beta Testing. Upon Licensee's completion of Beta Testing, Licensee agrees to furnish Planet with a written evaluation of the functionality, performance, usability, and stability of the Beta Site and documentation provided.

- 11. MISCELLANEOUS. Licensee acknowledges and agrees that Planet Labs Inc. shall have the right to directly enforce any and all provisions of this Agreement without respect to whether the Licensor as defined above is Planet Labs Inc. or another party. Neither this Agreement nor the License granted herein is assignable or transferable by Licensee without the prior written consent of Licensor; any attempt to do so shall be void. Any amendment, waiver, notice, report, approval or consent required or permitted hereunder shall be made in advance in writing and signed by the applicable parties. No failure or delay in exercising any right hereunder will

operate as a waiver thereof, nor will any partial exercise of any right or power hereunder preclude further exercise. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. This Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of California and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods. Unless waived in its sole discretion by Licensor, the sole jurisdiction and venue for actions related to the subject matter hereof shall be the California state and federal courts having within their jurisdiction San Francisco County, California and both parties consent to the jurisdiction of such courts. Except as expressly set forth in an agreement executed by the parties which incorporates this Agreement by reference, this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. The prevailing party in any action to enforce this Agreement will be entitled to recover its attorneys' fees and costs in connection with such action.