

## TERMS OF SERVICE

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1. THE PROGRAM: The Planet Developer Trial Program (the "Program") is a program initiated by Planet to provide developers with a limited opportunity to evaluate Planet's Platform and Content for internal, non-commercial, evaluation purposes only (the "Purpose"). As a member of the Program, You agree that you will use your access to the Planet Platform and Content solely for the Purpose.

2. YOUR PLANET ACCOUNT. You will need to establish a Planet account in order to access our Platform and Content (a "Planet Account"). Planet Accounts are only available to persons not barred from receiving services under applicable laws including but not limited to those of the United States. Each Planet Account is unique to its holder and shall not be shared. At all times, You agree to maintain your password, API keys, and other account access information confidential using at least a reasonable standard of care. You acknowledge and agree that you are responsible for the activity that occurs under your Planet Account. If you suspect or discover that any password or access has been compromised, please contact [support@planet.com](mailto:support@planet.com).

### 3. LIMITED LICENSE.

Your access to the Platform and Content shall be limited by Planet, in its sole discretion, depending on the type of evaluation program. In all cases, your access is subject to the terms and conditions of this Agreement and your use is limited to solely to effectuate the Purpose during the Term. Given the foregoing, Planet hereby grants to You a limited, nontransferable, nonexclusive, non-sublicensable, non-assignable, revocable license: (a) to access and use the Platform and use, access, and view the Content through the Platform; and (b) to download, store, display, and print the Content. These terms are not a license to use the Planet name or our logos, trademarks, or brand features.

4. FEEDBACK. To the extent You provide Planet with any feedback, comments or suggestions (collectively, 'Feedback') about the Platform, the Content, any of Planet's products or services, this Agreement, and, in general, Planet, and in exchange for your access thereto, You grant to Planet, under any right, title or interest You may have in and to such Feedback, a non-exclusive, royalty-free,

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5. RESTRICTIONS. You shall not use the Platform or Content for any purpose except as expressly set forth in the Agreement. You will not: (a) alter, remove, or obscure any proprietary notices, watermarks or legends included or embedded in the Platform or Content; (b) scrape the Content, build or contribute to databases, or otherwise create permanent or archival copies; (c) in any way change or remove copyright or other rights and origin notices; (d) use the Platform or Content in violation of applicable laws or regulations; (e) adapt, alter, publicly display, publicly perform, translate, create derivative works of, or otherwise modify the Platform or Content; (f) sublicense, lease, rent, loan, transfer, resell, distribute or otherwise use the Platform or Content for any commercial purpose whatsoever (g) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code for the platform; or (h) allow any third party to access or use the Platform or Content.

6. RESERVATION OF RIGHTS. Except for the limited license granted under Section 3 above, as between You and Planet, Planet retains all right, title and interest, including all intellectual property rights, in and to the Platform, the Content, and all other Planet property. All rights not expressly granted in this Agreement are hereby expressly reserved by Planet.

7. THIRD PARTY CONTENT. Any third-party content available on or accessible via the Platform ("Third Party Content") is subject to separate terms and conditions included in the "Terms" (or similar) section of the Planet Explorer site and as listed below. Any Third Party Content made available to you is provided as a convenience and at no charge. As such, you acknowledge and agree that Planet makes no representations or commitments as to any such Third Party Content and assumes no liability in connection with any such Third Party Content.

8. ADDITIONAL LICENSES AND TERMS. As applicable, the following additional licenses and terms shall apply as follows:

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- Other Areas: For areas outside of California, and depending on the Evaluation Program in which you are participating, you may have limited download capabilities as determined by Planet in its sole discretion.

- LandSat: LandSat data may be available to view and download, and subject to the following terms:  
<https://developers.planet.com/docs/data/landsat-8/#attribution>

- Sentinel: Sentinel data may be available to view and download, and subject to the following terms:

<https://developers.planet.com/docs/data/sentinel2l1c/#attribution>

9. TERM AND TERMINATION. This Agreement is effective for the limited term of Your evaluation either as outlined in the Developer Trial Program registration page, or as determined by Planet in its sole discretion (the “Term”), provided however that: Planet may at any time (i) add, change, or remove features or functions of the Platform or Content; (ii) update the terms of access to the Content and/or the Platform by updating this Agreement and posting such updated document on the “Terms” section of the Planet Explorer site; or (iii) terminate access. You may stop using our Platform and Content at any time. Upon termination or upon expiration of the Term, the limited license(s) granted hereunder shall immediately terminate, and You shall immediately cease all use of the Platform and Content and destroy all copies of the Content in Your possession, custody, or control. If requested by Planet, You shall promptly certify to Planet the completion of such destruction.

10. CONFIDENTIALITY. You acknowledge that in the course of participating in the Program, you will have access to and may also obtain from Planet certain confidential information, including the Content, 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”). During and after the term of this Agreement, You agree to hold in confidence and protect, and not use (except as expressly authorized by this Agreement) or disclose any such Proprietary Information, unless such Proprietary Information becomes part of the public domain without breach of this Agreement.

11. DISCLAIMER: THE PLATFORM, THE CONTENT, AND THIRD PARTY CONTENT IS PROVIDED “AS IS” WITHOUT ANY WARRANTIES OF ANY KIND, AND PLANET HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ERROR-FREE OR UNINTERRUPTED SERVICE, PERFORMANCE, OR SECURITY. YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES IN CONNECTION HERewith.

12. LIMITATION OF LIABILITY. IN NO EVENT SHALL PLANET BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF DATA, GOODWILL, BUSINESS, REVENUE, PROFITS, OR OTHER LOSS (INCLUDING WITHOUT LIMITATION SUBSTITUTION OF SERVICE) ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE CONTENT OR THE PLATFORM, EVEN IF PLANET WAS PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH LIABILITY SOUNDS IN CONTRACT, NEGLIGENCE, TORT, OR OTHER THEORY OF LIABILITY. IN NO EVENT SHALL PLANET’S TOTAL CUMULATIVE LIABILITY FOR ANY CLAIM UNDER THIS AGREEMENT EXCEED U.S. \$100.00 USD.

13. COMPLIANCE WITH LAWS. You shall at all times comply fully with all applicable laws, rules, and regulations, including but not limited to U.S. export laws. Without limiting the foregoing, You shall ensure that neither the Platform or Content 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, which currently include Crimea, Cuba, Iran, North Korea, 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.

14. SURVIVAL. Sections 4, 5, 6, 10, 11, 12, 13, 14 and 15 of this Agreement shall survive the expiration or earlier termination of this Agreement.

15. GENERAL MATTERS. This Agreement represents the entire and exclusive agreement between You and Planet and replace any prior agreement or understanding regarding the subject matter hereof. If any term(s) of this Agreement are found to be unenforceable, the remainder will not be affected. If You fail to comply with any one or more of the terms of this Agreement, any delay in Planet's response does not mean that we give up any rights we may have and we may take action in the future. This Agreement will be governed by the laws of the State of California, irrespective of its choice of law provisions. All actions or proceedings arising under or related to this Agreement shall be brought in a federal or state court located in San Francisco, California, and each party hereby agrees to irrevocably submit to the jurisdiction and venue of these courts.

I HAVE READ AND AGREE TO THESE TERMS OF SERVICE FOR THE PLANET DEVELOPER TRIAL PROGRAM.