

Exhibit A Planet Labs Inc. End User License Agreement

This End-User License Agreement ("EULA") between End-User ("you," "your") and Planet Labs Inc. ("Planet Labs," "we," "us," "our") is the basis upon which we provide Content to licensees in addition to the associated Order Schedule to which this EULA is attached (the "Order Schedule"). End-User and Planet Labs may be referred to in this EULA individually as a "Party" or collectively as "Parties." The following terms and conditions represent a legally binding contract between End-User and Planet Labs for the use of Content.

1. DEFINITIONS

"Content" means any imagery, data, product, value-added product, service, analysis, tool, or work licensed by Planet Labs under the terms of this EULA and the Order Schedule, including, without limitation, information products and digital data sets.

"Derivative Product" means any derivative product or information developed by the Licensee from the Content, which does not contain any Imagery Data and is irreversibly uncoupled from the source Imagery Data, but which may contain Permitted Imagery.

"End-User" means the following parties or additional parties agreed to by Planet in writing (not to be unreasonably withheld) that accepts the terms of this EULA, each by its signature to Attachment A-1 hereto (which signature page shall be provided by you to Planet), and which End User is thereafter supplied with Content or VAP:

- Google; and
- MapBiomass partners (see list of partners in appendix 1)

"End-User Access Account" means an individual account provided by us, including unique authorization credentials, that permits you to access the Content through our application programming interface (API).

"Imagery Data" means any digital representation preserving the Red Green Blue (RGB), red-edge (RE), and Near infrared (NIR) values, as provided in the Content.

"Permitted Imagery" means any annotated Content, alone or in combination with other information, thematic analytic products derived from Content, and/or simple screen captures of Content that is included with a Derivative Product (for example: screen shots, annotations, presentations, videos, and print).

"Single Weekly Mosaic" means a type of VAP that is one single amalgamation of Content from over each of the 16 areas of interest as listed in the Order Schedule.

"Value-Added Product" or "VAP" means any product generated by you (including Single Weekly Mosaics) that contains source image data from the Content (including a reasonable facsimile of the Content) that has been by modified through higher processing, technical manipulations, or the integration of additional data.

2. ACCEPTANCE OF LICENSING TERMS

You agree to be bound by the terms of this EULA and the Order Schedule by doing any of the following:

- agreeing in writing to the terms of this EULA and the Order Schedule;
- downloading, installing, or using the Content on a computer or other electronic device;
- developing, using, or making available any Derivative Product;
- damaging or destroying the Content;
- retaining the Content for more than five days following receipt; or
- accessing the Content either through an End-User Access Account or, if a different delivery mechanism is selected by us, opening the package containing the Content.

3. GRANTED LICENSE AND PERMITTED USES

In consideration of the mutual covenants herein and for other good and valuable consideration, and conditioned upon your acceptance of and compliance with all terms of this EULA and the Order Schedule, we grant you a limited, nonexclusive, nontransferable license to allow the Authorized Users to:

- use Content and VAP for research and development purposes only;
- make unlimited copies of the Content for internal use only;
- use, alter, and modify the Content to create VAPs for internal use;
- redistribute reduced resolution data sets with a ground sampling distance degraded to 30 meters or more and with the proper copyright conspicuously displayed: "Includes material © (Year) Planet Labs Inc. All rights reserved.";
- Except for compliance with Section 11 hereof, use the Content and/or VAP to create a Derivative Product that will be licensed with a Creative Commons Attribution 4.0 International License;
- display the Content or VAP on an internet site at full resolution for noncommercial purposes in a nondownloadable fashion that does not allow a third party to access the Content or VAP as a standalone file and with the proper copyright conspicuously displayed: "Includes material © (Year) Planet Labs Inc. All rights reserved."; and
- publish the Content or VAP for noncommercial purposes in research reports or similar publications with the proper copyright conspicuously displayed: "Includes material © (Year) Planet Labs Inc. All rights reserved."

Unless otherwise agreed in writing between the Parties, you must not, and must now allow any third party to:

- sublicense, sell, rent, lease, or otherwise transfer or assign the Content to a third party, except as expressly provided in this EULA and the Order Schedule;
- copy or otherwise reproduce the Content except as provided in this EULA and the Order Schedule;

- use the Content or a VAP for any purpose not expressly permitted under this EULA and the Order Schedule;
- remove, bypass, or circumvent any electronic or other form of protection included in the Content;
- reverse engineer or otherwise attempt to derive the algorithms, databases, or data structures from which the Content is derived; or
- alter or remove any copyright notice or proprietary legend contained in or on the Content;

The license granted under this EULA and the Order Schedule is nontransferable, unless otherwise approved in writing by us. We reserve all rights not expressly granted by this EULA and the Order Schedule or other signed writing between the Parties.

4. INTELLECTUAL PROPERTY

Content and data contained in the Content are owned by us or our licensor(s) and protected by the laws of the State of California, the United States, and applicable international laws, treaties, and conventions regarding intellectual property or proprietary rights. We or our licensor retain all rights, title, and ownership interest not granted under this EULA and the Order Schedule. From the date of acceptance of this EULA and the Order Schedule by one of the means listed above, you will employ all reasonable efforts to protect Content, or any part of the Content, from unauthorized use, distribution, disclosure, or publication. We or our licensor retain all rights over Planet Labs trademarks.

5. PROPRIETARY INFORMATION

Content contains information proprietary to us or our licensor(s). You will not alter or remove any copyright notice or proprietary statement contained in or on the Content, unless otherwise agreed by us. Furthermore, you will impose this same obligation on any contractor or consultant you engage.

6. LIMITED WARRANTY WARRANTY

We warrant we have sufficient rights in the Content to make it available to you under the terms of this EULA and the Order Schedule.

WE MAKE NO WARRANTY AS TO THE SUITABILITY OF CONTENT OR ITS FITNESS FOR YOUR REQUIREMENTS OR INTENDED PURPOSES. WE MAKE NO WARRANTY THAT CONTENT IS FREE OF ERRORS, DEFECTS, OR OMISSIONS, OR THAT THE OPERATION AND USE OF CONTENT WILL BE ERROR-FREE, UNINTERRUPTED, OR THAT ALL NON-CONFORMITIES CAN OR WILL BE CORRECTED.

EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTY, WE DISCLAIM ALL OTHER WARRANTIES OF ANY KIND—EXPRESS OR IMPLIED—INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, SYSTEM INTEGRATION, AND NONINFRINGEMENT. THE CONTENT AND ANY ACCOMPANYING DOCUMENTATION ARE PROVIDED "AS IS." WE DO NOT WARRANT THAT CONTENT WILL MEET YOUR NEEDS OR EXPECTATIONS.

7. LIMITATION OF LIABILITY; SEVERAL LIABILITY

SUBJECT TO THE EXTENT APPLICABLE LAW REQUIRES LIABILITY, WE WILL NOT BE LIABLE TO YOU FOR COSTS OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS, LOST SALES, OR BUSINESS EXPENDITURES; INVESTMENTS OR OTHER BUSINESS COMMITMENTS; LOST GOODWILL; OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS EULA and the Order Schedule OR THE USE OF ANY CONTENT. IN NO EVENT WILL OUR AGGREGATE LIABILITY UNDER ALL CLAIMS RELATING TO THE CONTENT OR OTHERWISE ARISING OUT OF THIS EULA and the Order Schedule EXCEED THE TOTAL AMOUNT PAID BY PURCHASER OR END-USER TO ACCESS AND USE THE CONTENT. WE DISCLAIM ANY LIABILITY NOT EXPRESSLY PROVIDED FOR ABOVE. EACH END USER IS LIABLE FOR ONLY THEIR RESPECTIVE OBLIGATIONS.

8. INDEMNIFICATION

From Licensee to Planet: You will indemnify us and our licensors, and our/their respective owners, officers, directors, employees, and agents (from all loss, damages, claims, expenses, or attorney's fees ("Costs") sustained by or asserted against us arising out of or in connection with any claim, suit, action, or proceeding (a "Claim") connected with (a) your use of the Content for any purpose; (b) your breach of any term of this EULA and the Order Schedule; or (c) any property damage or injury to or death of any person directly or indirectly caused by you. We will provide you notice of any claim. We will have the right to participate in the defense of any claim at our expense.

From Planet to Licensee: Planet agrees to indemnify, defend and hold harmless Licensee, its officers, directors, and Authorized Users (the "Licensee Indemnitees") harmless from and against any and all Costs arising out of or in connection with any Claim brought by any third party against any Licensee Indemnitee(s) to the extent that Licensee's use of the Content infringes a third party's validly issued copyrights, but specifically excluding any Claims arising based on any modifications to or combinations of the Content, including in VAPs and Derivative Products. Indemnification Procedures. The foregoing obligations are subject to the following conditions: (a) the Planet or Licensee Indemnitee, as applicable (the "Indemnitee(s)"), shall provide the indemnifying Party with prompt written notice of any such Claim; (b) the Indemnitee shall provide the indemnifying Party with timely and reasonable cooperation, information, and assistance to defend and/or settle the Claim; (c) the Indemnitee shall grant the indemnifying Party sole control of the defense and all negotiations for any settlement or compromise of such Claim, provided that no settlement of any Claim admitting liability of or imposing any duty or performance upon the Indemnitee shall be effected without the Indemnitee's prior written consent (not to be unreasonably withheld); and (d) the Indemnitee may participate in the defense of any Claim with counsel of its choosing and its sole expense.

THIS SECTION 8 STATES THE INDEMNIFYING PARTY'S ENTIRE LIABILITY AND THE INDEMNIFIED PARTY'S SOLE AND EXCLUSIVE REMEDY FOR ANY THIRD-PARTY CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION.

9. COMPLIANCE WITH LAWS

With respect to the disposition of the Content, you shall comply fully with all applicable laws and regulations, including, without limitation, the laws and regulations of the United States, Canada, Germany, The Netherlands and any other jurisdiction in which Licensee operates or does business, which regulations include, 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, you shall ensure that neither the 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, presently 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.

10. TERM AND TERMINATION

This EULA runs for the Term as outlined in the Order Schedule, provided however that with respect to the Single Weekly Mosaics and created hereunder, and provided the termination is pursuant to expiration of the Term and not pursuant to any other reasons, and provided further that you are not in default of any payment or other obligation under this Agreement and are otherwise in compliance with all terms hereof, you may continue to hold and use the Single Weekly Mosaics in perpetuity subject to the license rights, conditions, and restrictions provided herein and in the applicable Order Schedule, and which license rights, conditions, and restrictions shall survive such expiration as if still in full force and effect. Termination of this Agreement by a Party will be without prejudice to any other right or remedy of such Party under this Agreement or under law.

Upon our request, you will confirm to us that your use of the Content is consistent with this EULA. We may terminate this EULA with immediate effect by notice to you in writing if you breach any term of this EULA. In this case, you will have no claim to any remedy or refund of license fees paid. If you use any Content in an unauthorized manner or otherwise violate this EULA, we may, at our option, select any one or more of the following remedies in addition to any remedy available at law:

- demand return of the Content;
- enjoin your use of the Content;
- charge you a fee appropriate to your use of the Content; or
- charge you for reasonable inspection and enforcement costs.

Upon termination, and unless otherwise outlined to the contrary in the Order Schedule, you will delete all Content and provide evidence in the form of a written confirmation of its deletion to us. All provisions of this EULA that by their nature contemplate performance after termination will survive termination of this EULA.

11. APPLICABLE LAW AND VENUE

The laws of the state of California, USA, excluding conflict of laws principles and the United Nations Convention on Contracts for the International Sale of Goods, will govern all matters relating to this EULA. The exclusive jurisdiction and venue for any legal action arising out of this EULA will be San Francisco, California. A material breach of this EULA adversely affecting our proprietary rights may cause irreparable harm to us, for which a remedy at law would be inadequate; we will be entitled to injunctive relief in addition to any remedy we may have under this EULA or at law.

12. COMPLETE AND BINDING EULA

Subject to any specific terms of an order for Content incorporating this EULA, this EULA constitutes the complete and exclusive understanding between the Parties relating to its subject matter. It supersedes all prior and contemporaneous representations, correspondence, proposals, or licensing agreements, whether oral or written. If any provision is determined to be invalid or unenforceable, the remaining provisions of this EULA will continue to be valid and enforceable. Our failure to enforce any of the provisions in this EULA will not constitute a waiver of our right to do so.