

## PARTICIPANT LICENSE AGREEMENT

Welcome to PLANET!

In conjunction with the Norwegian Ministry of Climate and Environment ("NMCE"), Planet Labs Germany GmbH (hereinafter "Planet" or "Licensor") has agreed to make certain high-resolution satellite imagery content accessible to participants who are advancing the work of Norway's International Climate and Forests Initiative ("NICFI"). Your access to and use of the Platform and the associated Content (as such terms are defined below) is intended to support and facilitate the Purpose, as defined in the grid below. Therefore, your use of the Platform and Content is subject to the terms of this Participant License Agreement (the "License") and your participation is expressly limited to using the Content solely to support and facilitate the Purpose.

AS A CONDITION OF USE, YOU ARE REQUIRED TO UNDERSTAND, ACKNOWLEDGE AND ABIDE BY THE TERMS OF THIS LICENSE.

The following is a brief summary of the License, and not intended to be a substitute for the complete License terms, which are set forth below.

### PURPOSE

The purpose of this License is to provide you with access to Planet's proprietary Platform and associated Content for the primary purpose of reducing and reversing the loss of tropical forests, contributing to combating climate change, conserving biodiversity, contributing to forest regrowth, restoration and enhancement, and facilitating sustainable development, all of which must be Non-Commercial Use.

Your use of the Platform and Content must abide by the Participant License Agreement.

### WHAT YOU CAN DO

In support of and with the primary goal of fulfilling the Purpose, you are hereby authorized to:

- access, view, download, and use the Content;
- reproduce, store, display, print, and redistribute Content in any medium or format;
- Display the Content on your website; and,
- create derivative products from the Content (i.e. remix, transform, or build upon).

## OBLIGATIONS AND RESTRICTIONS

By using the Platform and Content, you are obligated to comply with the following requirements:

### ATTRIBUTION – You must:

- o cite Planet Labs Inc. as the source of the Content (e.g. "Imagery © 20xx Planet Labs Inc. (where "xx" denotes the year the image was captured). All use subject to the Participant License Agreement");
- o cite Planet as the source of the Content for derivative products;
- o not remove any attributions that exists on the Content;
- o provide a link to this License for any distributed Content or derivative products; and
- o not explicitly state, suggest, or otherwise imply that Planet Labs Inc. endorses you or your use.

### SHARING

- o If you create a derivative product (i.e. remix, transform, or build upon) from the Content, you MUST distribute such derivative products under the same license as the original (i.e. this License).

### NO ADDITIONAL RESTRICTIONS

- o You may not apply legal terms or technological measures that legally restrict others from doing anything this License permits.

### NOTICES

- o No warranties are given.
- o The Platform and Content are provided on an AS-IS basis.
- o Notice of Suspension - To the extent Planet has any reason to believe you are not complying with any of the terms of this License, Planet reserves the right to suspend (temporarily or permanently) your access to the Platform and associated Content. PLANET ALSO RESERVES THE RIGHT TO PURSUE ANY AND ALL LEGAL ACTION AGAINST ANY PARTICIPANT WHO DOES NOT COMPLY WITH THE TERMS OF THIS LICENSE.

### PARTICIPANT LICENSE AGREEMENT

THE ACCESS TO THE PLATFORM AND CONTENT IS PROVIDED UNDER THE TERMS OF THIS PARTICIPANT LICENSE AGREEMENT ("LICENSE"). BY EXERCISING ANY RIGHTS TO THE PLATFORM AND CONTENT AS PROVIDED HERE, YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS LICENSE. TO THE EXTENT THIS LICENSE MAY BE CONSIDERED TO BE A CONTRACT, THE LICENSOR GRANTS YOU THE RIGHTS CONTAINED HERE IN CONSIDERATION OF YOUR ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

## 1. Definitions

a. "Content" collectively means the Surface Reflectance Mosaics and the Visual Mosaics made available to You pursuant to the terms of this Agreement, provided that You acknowledges and agrees that the Licensor (solely to comply with the written instruction of the Ministry) may elect to limit the access to and distribution of the Content hereunder throughout the Term.

b. "Derivative Product" means any product or information derived and developed by or for You from any Content primarily in support of the Purpose.

c. "Display" means the right to publicly display the Content on Your website, provided that: (i) in all cases, the attribution requirements of this License shall apply (see Section 3(b)(ii)); (ii) You shall prevent, and in no event permit, the download of the Content, but you may permit the screen capture of and references to the Content for unlimited use to fulfill the Purpose; and (iv) in all cases the displayed Content must be served or made available or accessible directly from Your platform (or from the Platform, if agreed to by Licensor in writing).

d. "Distribute" means to make available to the public the original and copies of the Content or Derivative Product.

e. "Download" means the right to download the Content from the Platform.

f. "Licensor" means Planet Labs Germany GmbH.

g. "Non-Commercial" means using the Content with the primary purpose of fulfilling the Purpose, and not for the primary purpose of financial gain. For example, permitted, non-commercial uses include (but are not limited to) the following: (i) You are a government institution that uses Content to improve resource management plans; (ii) You are a local NGO and journalists that uses Content to document and trigger prosecution of illegal land grabs; (iii) You are a government institution that uses Content as reference data to improve annual deforestation estimates; (iv) You are a commercial company that uses Content to generate automatic deforestation alerts; (v) You are a commodity trader that uses Content to conduct internal reviews of suppliers' adherence to zero-deforestation commitments; (vi) You are a commercial analytics company uses Content to improve environmental risk assessment and ratings of specific companies; and (vii) You are an enforcement agency that uses Content for enforcement actions related to the Purpose. And, for example, non-permitted, commercial uses include

(but are not limited to) the following: (a) You are a hedge fund that uses Content to create profitable derivative products for commodities trading, with no primary intention for or progress towards achieving the Purpose; or (b) You are a commercial organization that uses Content to create lucrative derivative products for industrial precision agriculture, with no primary intention for or progress towards achieving the Purpose.

h. "Platform" means the application programming interface and graphical user interface that is made available to You which enables You to access Content, and which Platform consists of tools and services designed for searching, viewing, and downloading Content. The Platform is only available to You during the Term.

i. "Purpose" means the use of the Platform and Content solely for the purpose of reducing and reversing the loss of tropical forests, contributing to combating climate change, conserving biodiversity, contributing to forest regrowth, restoration and enhancement, and facilitating sustainable development, which use must be Non-Commercial use.

j. "Surface Reflectance Mosaics" means a collection of 4-band, orthorectified imagery that is primarily used to derive objects, features, or numeric values.

k. "Visual Mosaic(s)" means a collection of 3-band, orthorectified imagery that form the background setting for a map and are intended to be displayed.

l. "You" (and its derivations) means the person or entity that uses the Platform and/or Content to fulfill the Purpose.

## 2. License Grant.

a. Subject to the terms and conditions of this License, Licensor hereby grants You a worldwide, royalty-free, non-exclusive, perpetual license to exercise the rights in the Content as stated below, solely to fulfill the Purpose:

- i. to access the Platform during the Term, solely to access the Content;
- ii. to access, use, view, Download, reproduce, store, Display, print, and Distribute the Content; and
- iii. to create, use, reproduce, store, Display, Distribute, and print Derivative Products.

b. The above rights may be exercised in all media and formats whether now known or hereafter devised. The above rights include the right to make such modifications as are technically necessary to exercise the rights in other media and formats.

c. Notwithstanding the foregoing, You hereby acknowledge and agree that the foregoing license rights may be adjusted by Licensor (solely to comply with the written instruction of the Ministry) upon written notice to You (including notice provided during the log-in process to the Platform).

3. Requirements and Restrictions. The license granted in Section 2 above is expressly made subject to and limited by the following requirements and restrictions:

You may only Distribute the Content and Derivative Product pursuant to the terms of this License. Each time You Distribute the Content or a Derivative Product, the Licensor offers to the recipient a license to the Content on the same (or substantially similar) terms and conditions as the license granted to You under this License. Each time You Distribute a Derivative Product, Licensor offers to the recipient a license to the original Content on the same (or substantially similar) terms and conditions as the license granted to You under this License.

a. You must:

- i. include a copy of (or a link to) this License with every copy of any Content or every Derivative Product You Distribute; all use is subject to the Participant License Agreement;
- ii. cite Planet Labs Inc. as the source of the Content (e.g. "Imagery © 20xx Planet Labs Inc. (where "xx" denotes the year the image was captured));
- iii. keep intact all copyright notices for the Content;
- iv. include a credit to Licensor identifying the use of the Content in the Derivative Product.

b. As it relates to the DISPLAY right only, Your contractual obligation is to comply with the definition of Display, as set forth above, which means that You do not have to make a copy of this License available for Display-only use cases.

c. You shall endeavor to provide Your findings (i.e. reports, analysis, etc.) regarding the Purpose ("Findings") to Planet upon Planet's reasonable request, and only to the extent that providing such Findings is not unduly burdensome or otherwise in violation of law or against advice of counsel.

d. You may not offer or impose any terms on the Content or Derivative Product that restrict the terms of this License or the ability of the recipient of the Content to exercise the rights granted to that recipient under the terms of the License.

e. You may not sublicense the Content other than when You Display or Distribute the Content.

f. You may not implicitly or explicitly assert or imply any connection with, sponsorship or endorsement by the Licensor (and/or other attribution parties), as appropriate, of You or Your use of the Content, without the separate, express prior written permission of the Licensor (and/or other attribution parties).

g. To the extent Licensor, in its sole discretion, has any reason to believe You are not complying with any of the terms of this License, Licensor reserves the right to suspend (temporarily or permanently) Your access to the Platform and Content. LICENSOR RESERVES THE RIGHT TO PURSUE ANY AND ALL LEGAL ACTION AGAINST ANY PARTICIPANT WHO DOES NOT COMPLY WITH THE TERMS OF THIS LICENSE.

#### 4. REPRESENTATIONS, WARRANTIES AND DISCLAIMER

LICENSOR OFFERS THE PLATFORM AND CONTENT AS-IS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE PLATFORM AND CONTENT, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR THE ABSENCE OF LATENT OR OTHER DEFECTS, ACCURACY, OR THE PRESENCE OF ABSENCE OF ERRORS, WHETHER OR NOT DISCOVERABLE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THIS EXCLUSION MAY NOT APPLY TO YOU.

#### 5. LIMITATION ON LIABILITY.

EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR BE LIABLE TO YOU ON ANY LEGAL THEORY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF THIS LICENSE OR THE USE OF THE PLATFORM AND CONTENT, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LICENSOR'S CUMULATIVE LIABILITY HEREUNDER SHALL IN NO EVENT EXCEED ONE HUNDRED DOLLARS (\$100USD).

#### 6. Term and Termination

a. This License shall commence as of the date of Your agreement to this License and shall end as of August 23rd 2022 (the "Term"), unless otherwise extended by Licensor.

b. This License and the rights granted hereunder will terminate automatically upon any breach by You of the terms of this License. Individuals or entities who have received Derivative Products from You under this License, however, will not have their licenses terminated provided such individuals or entities remain in full

compliance with those licenses. Sections 1, 3, 4, 5, 6, and 7 will survive any termination of this License.

c. Subject to the above terms and conditions, the license to the Content granted here is perpetual (for the duration of the applicable copyright in the Content); the access to the Platform and rights to Download shall end upon the earlier of expiration or termination of the Term hereof, or of the prime contract between NMCE and Planet. Notwithstanding the above, Licensor reserves the right to release the Content under different license terms or to stop distributing the Content at any time; provided, however that any such election will not serve to withdraw this License (or any other license that has been, or is required to be, granted under the terms of this License), and this License will continue in full force and effect unless terminated as stated above.

## 7. Miscellaneous

a. If any provision of this License is invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this License, and without further action by the parties to this agreement, such provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable.

b. No term or provision of this License shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party to be charged with such waiver or consent.

c. This License constitutes the entire agreement between the parties with respect to the Content licensed here. There are no understandings, agreements or representations with respect to the Content not specified here. Licensor shall not be bound by any additional provisions that may appear in any communication from You. This License may not be modified without the mutual written agreement of the Licensor and You.

d. Including but not limited to with respect to the disposition of the Content, You shall comply fully with all applicable laws and regulations. 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. "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.

e. This License is to be governed by and construed in accordance with the laws of the State of California, USA (exclusive of its conflict of laws provisions), and without regard to the United Nations Convention on the International Sale of Goods. The parties agree that any litigation brought under or in connection with this License will be brought in the court of competent jurisdiction located in the Northern District of California. The parties hereby irrevocably submit and waive in advance any objection based upon forum non conveniens or lack of personal jurisdiction of such courts for any such litigation.

f. You hereby acknowledge and agree that Licensor may obtain and aggregate technical and other data about Your applicable use of the Platform and Content excluding any personally identifiable information ("Aggregated Anonymous Data"), and hereby agree that Licensor may use the Aggregated Anonymous Data to analyze, improve, support and operate its products and otherwise for any business purpose, during and after the term of this Agreement, including without limitation to generate industry benchmarks or best practices guidance, recommendations or similar reports. For clarity, this Section (h) does not give Planet the right to identify You as the source of any Aggregated Anonymous Data.

g. When 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, You hereby grant to Planet, under any right, title or interest You may have in and to such Feedback, a non-exclusive, royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use that Feedback or to incorporate it into the Platform, the Content, any of Planet's products or services, this Agreement, or otherwise as Planet sees fit, entirely without obligation of any kind to You.

h. You hereby agree that Planet may perform an audit of the Your records associated with the uses of the Content, which audit shall be conducted either by Planet or by a third-party independent auditor selected by Planet. Such audit shall be conducted upon prior notice to You of not less than five (5) business days and shall be conducted between 9am and 5pm in the time zone in which You are located. If the results of any such audit reveal a breach of this Agreement, You acknowledge and agree that Planet: (i) shall require You to immediately cease all use of the Content and destroy

all Content in Your possession; and (ii) shall have the right to charge You and require You to pay the then-current list price fees charged by Planet for such usage; and (iii) shall have the right to require You to reimburse Planet for the costs of such audit.

PLANET LABS GERMANY GMBH  
MASTER CONTENT LICENSE AGREEMENT

Planet Labs Germany GmbH (hereinafter "Planet" or "Licensor"), through the prime contractor Kongsberg Satellite Services AS, has entered into an agreement (the "Prime Contract") with the Norwegian Ministry of Climate and Environment (the "Ministry") in order to make certain high-resolution satellite imagery Content (as defined below) accessible to certain General Partners (each, a "Licensee") and their respective Authorized Users (as defined below) who are advancing the work of Norway's International Climate and Forests Initiative ("NICFI"). Access to and use of the Platform and the associated Content (as such terms are defined below) is intended to support and facilitate the Purpose, as defined below. All use of the Platform and Content made available hereunder is subject to the terms of this Master Content License Agreement (the "Agreement"). NOW, THEREFORE, in consideration of the mutual promises, agreements and conditions stated herein, Planet, and Licensee hereby agree as follows:

1. Definitions

1.1 General Definitions

"Agent" means a third-party provider to a General Partner (e.g. consultant, contractor, service provider).

"Archive" means the stored Content currently available for access through the Platform.

"Authorized User" means an employee or Agent of a General Partner.

"Content" means data generated from satellite imagery made available to Licensee pursuant to the terms of this Agreement and as set forth in detail below, provided that Licensee acknowledges and agrees that the Licensor (solely to comply with the written instruction of the Ministry) may elect to limit the access to and distribution of the Content throughout the Term: PRODUCT

DESCRIPTION

Surface Reflectance Mosaics

Underlying Scenes - PlanetScope

Analysis-Ready VNIR 3.7m PlanetScope Scenes

Time Period: September 2020 - September 2022 and as extended for 1 + 1 years

Usage Rights: Internal Use Rights

Surface Reflectance Mosaics

Underlying Scenes - PlanetScope & RapidEye

Analysis-Ready VNIR

Time Period: December 2015 - September 2020

2015-2016: RapidEye (5.5m) Scenes

2016-2020: PlanetScope (3.7m) Scenes  
Usage Rights: Internal Use Rights

PlanetScope Daily Scenes

View-Access to Daily Optical Imagery at [planet.com/explorer](https://planet.com/explorer)

3.77m Optical Imagery

Usage Rights: View Access

"Derivative Product" means any product or information derived and developed by Licensee from the Content primarily in support of the Purpose, and that does not contain any source image data from the Content and is irreversibly modified and uncoupled from the Content.

"General Partners" means those partners that are eligible to be granted access to the Content hereunder.

"Non-Commercial" means using the Content with the primary purpose of fulfilling the Purpose, and not for the primary purpose of financial gain. For example, permitted, non-commercial uses include (but are not limited to) the following: (i) a government institution uses Content to improve resource management plans; (ii) a local NGO and journalists use Content to document and trigger prosecution of illegal land grabs; (iii) a government institution uses Content as reference data to improve annual deforestation estimates; (iv) a commercial company uses Content to generate automatic deforestation alerts; (v) a commodity trader uses Content to conduct internal reviews of suppliers' adherence to zero-deforestation commitments; (vi) a commercial analytics company uses Content to improve environmental risk assessment and ratings of specific companies; and (vii) an enforcement agency uses Content for enforcement actions related to the Purpose. And, for example, non-permitted, commercial uses include (but are not limited to) the following: (a) a hedge fund uses Content to create profitable derivative products for commodities trading, with no primary intention for or progress towards achieving the Purpose; (b) a commercial organization uses Content to create lucrative derivative products for industrial precision agriculture, with no primary intention for or progress towards achieving the Purpose.

"Platform" means the application programming interface and graphical user interface that is made available to Licensee hereunder, which enables Licensee to access Content, and which Platform consists of tools and services designed for searching, viewing, and Downloading Content.

"Purpose" means use of the Platform and associated Content for the primary purpose of reducing and reversing the loss of tropical forests, contributing to combating climate change, conserving biodiversity, contributing to forest regrowth, restoration and enhancement, and facilitating sustainable development as it relates to forest and land use, which use must be Non-Commercial.

"Scene(s)" means a sensor-based frame, representing multiple frames from the Content source that are super-resolved into a single scene.

"Surface Reflectance Mosaics" means a collection of 4-band, orthorectified imagery that is primarily used to derive objects, features, or numeric values.

1.2 Usage Rights: The following usage rights apply as applicable to the Content listed above, which usage rights may be adjusted by Licensor (solely to comply with the written instruction of the Ministry) upon written notice (including notice provided during the log-in process to the Platform).

"Download" means the right to download the Content from the Platform during the Term, as defined in Section 7.

"Internal Use Rights" means the right to (i) use, access, view, and Download the Content through the Platform; (ii) to reproduce, store, display, and print Content; and (iii) create Derivative Products; solely to fulfill the PURPOSE.

"View Access" means the limited right to access and view (but not Download) Content through the Platform during the Term and solely in support of the Purpose.

## 2. Delivery of Content

During the Term (defined in Section 7.1, below), Planet will use commercially reasonable efforts to provide or make the Content available to the Licensee via the Platform or as otherwise agreed to by the Parties herein. Content will be deemed delivered when it is first made available for access via the Platform and shall continue to be available to Licensee during the Term.

## 3. License

3.1 License Grant. Subject to the terms and conditions of this Agreement, Planet hereby grants to Licensee a limited, nontransferable, nonexclusive, non-sublicensable, non-assignable, revocable license to allow its Authorized Users to access the Platform and the Content (the "Licensed Materials") for use solely as set forth herein. Licensee is responsible for all acts and omissions of its Authorized Users.

3.2 Restrictions. Licensee may not use the Licensed Materials for any purpose except as expressly set forth in this Agreement. By way of example, and without limiting the generality of the preceding sentence, Licensee will not: (a) alter, remove, or obscure any proprietary notices, watermarks or legends included or embedded in the Licensed Materials; (b) use the Licensed Materials in violation of applicable laws or regulations; (c) adapt, alter, publicly display, publicly perform, translate, create derivative works of, or otherwise modify the Licensed Materials except as expressly authorized under this Agreement; (d) sublicense, lease, rent, loan, transfer or distribute the Licensed Materials to any third party; (e) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code for the Platform; or (f) allow third parties to access or use the Licensed Materials, including without

limitation in any application service environment, service bureau, or time-sharing arrangements.

3.3 Reservation of Rights. Except for the license granted to Licensee under Section 3.1 of this Agreement, Planet retains all right, title and interest, including all intellectual property rights, in and to the Licensed Materials and all other Planet intellectual property. All rights not expressly granted in this Agreement are hereby reserved by the respective Parties.

3.4 Findings. Licensee shall endeavor to provide its findings (i.e. reports, analysis, etc.) regarding the Purpose ("Findings") to Planet upon Planet's reasonable request, and only to the extent that providing such Findings is not unduly burdensome or otherwise in violation of law or against advice of counsel.

#### 4. Use of Name, Attributions and Press Releases

4.1 Right to Use the Other's Name. If mutually agreed by the Parties in writing, each party may use the other party's trademarks, name and logos in its marketing materials and on its website for the sole purpose of identifying the granting party as a licensee or licensor (as applicable) of the Content. All use of the granting party's trademarks, name and logos by the receiving party will be in accordance with the granting party's then-current marketing and branding guidelines and restrictions, including any such guidelines and restrictions provided to Licensee by Planet from time to time.

4.2 Attributions. Licensee will include an attribution that identifies Planet as the licensor of the Content and the Platform in all legal notices, "about" screen, user documentation, or other location that Licensee uses to identify third-party licensors, and must (at a minimum) include the following attribution: "Image © 20XX Planet Labs Inc." where xx denotes the current year. Licensee will reasonably cooperate with and assist Planet to enable Planet to monitor and ensure compliance with Planet's quality requirements and branding guidelines and restrictions. All goodwill related to use of Planet's trademarks will inure to Planet.

4.3 Press Releases and other Co-Promotions. Neither party shall issue a press release regarding this Agreement without the other party's prior written consent.

#### 5. Notice of Unauthorized Use; Misuse

5.1 Licensee will immediately notify Planet in writing if it discovers or suspects any unauthorized use, access to or disclosure of the Content or the Platform, in whole or in part.

5.2 Planet reserves the right to temporarily suspend or limit Licensee's access to the Platform in the event that Licensee's usage: (i) exceeds the scope of the license (e.g. use of the Content for something other than to fulfill the Purpose, (ii) unduly burdens the system (e.g. use of an algorithm that downloads the same Content thousands of times, and unduly blocks bandwidth or causes excessive download fees to Planet), or; (iii) otherwise is

inconsistent with normal usage (attempting to download a "View Only" product, or downloading excessively). In any such event, Planet shall contact Licensee to review and attempt to resolve the matter. Planet reserves the right to charge the Licensee, and Licensee agrees to pay, Planet's costs associated with any such excessive use in the event that Licensee fails to respond to and address the matter in a timely manner, not to exceed one (1) business day after Planet's initial contact.

## 6. Reserved

## 7. Term, Termination

7.1 Term. This Agreement shall commence as of September 23rd 2020 and end as of September 23rd 2022 (the "Term"), unless extended in accordance with the terms of the Prime Contract.

### 7.2 Termination.

(a) By Either Party for Cause. Either party may terminate this Agreement at any time if the other party has committed any material breach of this Agreement and has failed to cure such breach within thirty (30) days after receiving written notice of the breach from the other party (the "Cure Period").

(b) By Planet. Planet may terminate this Agreement immediately, and without requirement for a Cure Period, upon notice to Licensee if Licensee: (i) violates any of the restrictions set forth in Section 3.2 (Restrictions) or otherwise uses the Licensed Materials outside of rights granted under this Agreement; or (ii) violates any of the terms set forth in Section 12.1 (Compliance with Laws) below.

7.3 Effect of Termination. Immediately upon any termination of this Agreement Licensee's access to the Platform and Content shall cease. In the event this Agreement ends pursuant to expiration of the Term and not as a result of Planet's termination of this Agreement pursuant to Section 7.2(a), and provided further that Licensee is in compliance with all terms hereof, Planet hereby grants Licensee a perpetual license to hold and use the Content accessed prior to termination subject to the license rights, conditions, and restrictions provided herein, and which license rights, conditions, and restrictions shall survive such expiration as if still in full force and effect. Notwithstanding the foregoing, if the Termination is by Planet pursuant to Section 7.2(a) (i.e. an uncured material breach by Licensee), then the license(s) granted hereunder shall immediately terminate, and Licensee shall immediately cease all use of the Licensed Materials and destroy all copies of the Content in Licensee's possession, custody, or control and (if destroyed) an officer of Licensee shall promptly certify to Planet the completion of such destruction. 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.

## 8. Representations and Warranties

8.1 Representations. Each party hereto represents, warrants and covenants that it has the full right and authority to enter into this Agreement and to meet its obligations hereunder.

8.2 Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 8 (REPRESENTATIONS AND WARRANTIES), EACH OF THE CONTENT AND THE PLATFORM IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, AND PLANET EXPRESSLY DISCLAIMS ALL WARRANTIES WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, TITLE, NON-INFRINGEMENT, ACCURACY, UNINTERRUPTED OR ERROR-FREE PERFORMANCE, OR SECURITY. AUTHORIZED USER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES OTHER THAN THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT.

#### 9. Limitation of Liability

EXCEPT FOR LIABILITY ARISING BASED ON A BREACH OF SECTION 3.2 (RESTRICTIONS), CLAIMS REQUIRED TO BE INDEMNIFIED UNDER SECTION 10.1 (INDEMNITY), OR LIABILITY ARISING BASED ON BREACH OF SECTION 12.1 (COMPLIANCE WITH LAWS): (A) IN NO EVENT WILL ANY PARTY HERETO BE LIABLE UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STATUTE OR OTHERWISE) FOR CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER INDIRECT DAMAGES OF ANY KIND (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR SUBSTITUTION OF SERVICES), REGARDLESS OF THE FORM OF ACTION, EVEN IF THE CLAIM WAS REASONABLY FORESEEABLE OR IF THE OTHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) IN NO EVENT WILL THE AGGREGATE LIABILITY OF ANY PARTY UNDER ANY AND ALL CLAIMS ARISING OUT OF THIS AGREEMENT (OTHER THAN FOR CLAIMS FOR PAYMENT OF AMOUNTS DUE) EXCEED ONE HUNDRED THOUSAND DOLLARS (USD \$100,000).. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THESE LIMITATIONS MAY NOT APPLY. THE FOREGOING PROVISIONS SHALL BE ENFORCEABLE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. PLANET (FOR ITSELF AND ON BEHALF OF ITS LICENSORS AND THE LICENSEE) HEREBY DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF THE USE OF THE DATA BY ANY THIRD PARTY.

#### 10. Indemnity

10.1 By Licensee. Licensee agrees to indemnify, defend, and hold harmless Planet, its officers, directors, affiliates, and employees (the "Planet Indemnitees") from and against any and all costs, damages, liabilities, fines, penalties and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Costs") arising out of or in connection with any claim, suit, action, or proceeding (a "Claim") brought by any third party against any Planet Indemnitee(s) to the extent that such Claim arises out of or results from: (i) that Licensee's use of the Licensed Materials in violation of the terms and conditions of this Agreement; (ii) that Licensee's violation of applicable state, local, national or other applicable laws or regulations; or (iii) infringement of any third-party rights resulting from that Licensee's use of the Content

including but not limited to combination of the Content with third-party content.

10.2 By Planet. Planet agrees to indemnify, defend, and hold harmless Licensee, its officers, directors, affiliates, and employees (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.

10.3 Indemnification Procedures. The forgoing 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 affected 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 at its sole expense.

10.4 THIS SECTION 10 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.

## 11. Confidentiality

11.1 Confidential Information. "Confidential Information" means all information disclosed by one party ("Discloser") to the other party ("Receiving Party") (in writing, orally or in any other form) that is clearly and prominently labeled as "Confidential", at or before the time of disclosure, as confidential, or is provided under circumstances reasonably indicating that the information is confidential, including, without limitation, trade secrets, customer lists, business plans, technical data, product ideas, personnel, contract (including the terms of this Agreement), and financial information. Confidential Information does not include information or material that (a) is now, or hereafter becomes, through no act or failure to act on the part of the Receiving Party, generally known or available to the public; (b) is or was rightfully known by the Receiving Party at or before the time such information or material was received from the Discloser, as evidenced by the Receiving Party's tangible (including written or electronic) records; (c) is furnished to the Receiving Party by a third party that is not under an obligation of confidentiality to the Discloser with respect to such information or material; or (d) is independently developed by the Receiving Party without any

breach of this Agreement, as evidenced by the Receiving Party's contemporaneous tangible (including written or electronic) records.

11.2 Confidentiality Obligations. Each party will take all reasonable measures to protect the confidentiality of the other party's Confidential Information in a manner that is at least protective as the measures it uses to maintain the confidentiality of its own Confidential Information of similar importance, but in no case using less than a reasonable standard of care. Receiving Party will hold Confidential Information in strict confidence and will not disclose, copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of such information, or give or disclose such information to third parties, or use such information for any purpose whatsoever other than as necessary in order to fulfill its obligations or exercise its rights under this Agreement. Notwithstanding the foregoing, Receiving Party may disclose the other party's Confidential Information: (a) to employees, consultants, officers, directors, auditors, accounts, attorneys, advisors, and agents (including those of its affiliates) (collectively, "Recipients") that have a need to know such information, provided that Receiving Party will require that each such Recipient not otherwise bound by confidentiality obligations to sign a written nondisclosure agreement consistent with the confidentiality and nondisclosure provisions herein; and (b) to the extent Receiving Party is legally compelled to disclose such Confidential Information (including, but not limited to, pursuant to a subpoena, a compliance request with local law (e.g. Act of 19 May 2006 (Freedom of Information Act), Norwegian Personal Data Act), provided that Receiving Party is legally able to do so, Receiving Party gives reasonable advance notice of such compelled disclosure to the other party will cooperate with the other party (at the other party's expense) in connection with any efforts to prevent or limit the scope of such disclosure and/or use of the Confidential Information. Each party's obligations under this Section 11 will last for the Term of this Agreement and for a period of five (5) years thereafter. For the avoidance of doubt, notwithstanding anything to the contrary stated herein, Content is subject to the license terms set forth in Section 3 above, and the restrictions on disclosure and use contained therein are not subject to expiration or termination pursuant to this Section 11.

12. Compliance with Laws, Regulatory, and Disaster Relief, Audit

12.1 Compliance with Laws. Including but not limited to with respect to the disposition of the Content, Licensee shall comply fully with all applicable laws and regulations, which regulations include, without limitation, applicable anti-corruption laws and regulations, economic sanctions, and export controls. Without limiting the foregoing, Licensee 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. "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.

12.2 Regulatory. Licensee further acknowledges and agrees that Planet is licensed by various entities with respect to the Licensed Materials and that from time to time, Planet may be required to cease and/or limit operations and/or the collection or distribution of Content in certain areas for certain periods of time. Any compliance by Planet with regard to such regulatory requests shall, in no event, be considered a failure or breach hereunder.

12.3 Disaster Relief. From time to time, Planet may release certain Content to disaster relief efforts, the media, and/or other entities in support of such efforts.

12.4 Audit. Licensee hereby agrees that Planet may perform an audit of Licensee's records associated with the uses of the Platform and Content, which audit shall be conducted either by Planet or by a third-party independent auditor selected by Planet. Such audit shall be conducted upon prior notice to Licensee of not less than five (5) business days and shall be conducted between 9am and 5pm in the time zone in which Licensee is located. If the results of any such audit reveal a breach of this Agreement, Licensee acknowledges and agrees that Planet: (i) shall require Licensee to immediately cease all use of the Platform and Content and destroy all Content in its possession; and (ii) shall have the right to require Licensee to pay the then-current fees chargeable by Planet for such breach in the event of unpermitted usage; and (iii) shall have the right to require Licensee to reimburse Planet for the costs of such audit.

### 13. Miscellaneous

13.1 No Exclusivity. This Agreement is non-exclusive, and Planet retains the right to license or otherwise provide the Licensed Materials licensed under this Agreement to any third party at any time in Planet's sole discretion.

13.2 Public Archive. Licensee acknowledges and agrees that Planet, at its sole discretion, may make any or all of the Content licensed under this Agreement available on a publicly accessible archive after delivery of the Content to Licensee, at a time, and under conditions, that Planet deems appropriate. Notwithstanding the foregoing, Planet will not release any Content to a public archive that is less than five (5) years old.

13.3 Notices. General notices shall be given by electronic mail to Licensee e-mail address on record or to Planet at legal@planet.com. All legal or dispute-related notices shall be sent in writing by

courier, or by certified or registered mail (postage prepaid and return receipt requested) to the other party at the address provided during the registration process, and will be effective upon receipt or three (3) business days after being deposited in the mail as required above, whichever occurs sooner. Either party may change its address by giving notice of the new address to the other party.

13.4 Force Majeure. Neither party will be liable for, or be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond such party's reasonable control.

13.5 Governing Law. This Agreement will be governed by and construed in accordance with the laws of England and Wales. All disputes arising out of or in connection with this Agreement or its validity shall be finally settled in accordance with the Arbitration Rules of the London Court of International Arbitration without recourse to the ordinary courts of law. The place of arbitration is London. The arbitral tribunal shall be composed of three (3) arbitrators. The language of the arbitral proceedings is English.

13.6 Assignment. Licensee may not assign or delegate any rights or obligations under this Agreement to any third party without the prior written consent of Planet. Planet shall not assign or delegate any rights or obligations under this Agreement to any third party without Licensee's prior written consent, which shall not be unreasonably withheld, provided that Planet may assign this Agreement without Licensee's prior written consent in the event the transfer is in connection with a transfer of all or substantially all of Planet's business or assets. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors, permitted assigns and legal representatives.

13.7 Feedback. When Licensee provides 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, Licensee grants to Planet, under any right, title or interest Licensee may have in and to such Feedback, a non-exclusive, royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use that Feedback or to incorporate it into the Platform, the Content, any of Planet's products or services, this Agreement, or otherwise as Planet sees fit, entirely without obligation of any kind to Licensee.

13.8 Aggregate Data and Data Protection. Licensee acknowledges and agrees that Planet may obtain and aggregate technical and other data about their applicable use of the Licensed Materials excluding any personally identifiable information ("Aggregated Anonymous Data"), and Planet may use the Aggregated Anonymous Data to

analyze, improve, support and operate the services and otherwise for any business purpose, during and after the term of this Agreement, including without limitation to generate industry benchmarks or best practices guidance, recommendations or similar reports for distribution to and consumption by Licensee and other Planet customers and prospects. For clarity, this Section 13.8 does not give Planet the right to identify Licensee or any of its Authorized User as the source of any Aggregated Anonymous Data.

13.9 U.S. Government Rights. This Section applies to US Government clients or quasi-governmental agencies or organizations only. No technical data or computer software is developed under this Agreement. The Licensed Materials provided hereunder are "commercial items" as that term is defined at FAR 2.101. If Licensee is the U.S. Federal Government (Government) Executive Agency (as defined in FAR 2.101), Planet provides the Licensed Materials in accordance with the following: If acquired by or on behalf of any Executive Agency (other than an agency within the Department of Defense (DoD), the Government acquires, in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software), only those rights in technical data and software customarily provided to the public as defined in this Agreement. If acquired by or on behalf of any Executive Agency within the DoD, the Government acquires, in accordance with DFARS 227.7202-3 (Rights in commercial computer software or commercial computer software documentation), only those rights in technical data and software customarily provided in this Agreement. In addition, if DFARS Subpart 227.72 is applicable, DFARS 252.227-7015 (Technical Data - Commercial Items) applies to technical data acquired by DoD agencies. Any Federal Legislative or Judicial Agency shall obtain only those rights in technical data and software customarily provided to the public as defined in this Agreement. If any Federal Executive, Legislative, or Judicial Agency has a need for rights not conveyed under the terms described in this Section, it must negotiate with Planet to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement to be effective. If this Agreement fails to meet the Government's needs or is inconsistent in any way with Federal law, and the Parties cannot reach a mutual agreement on terms for this Agreement, the Government agrees to terminate its use of the Licensed Materials and return the Licensed Materials and any other software or technical data delivered as part of the Licensed Materials, unused, to Planet. This U.S. Government Rights clause in this Section is in lieu of, and supersedes any other FAR, DFARS, or other clause, provision, or supplemental regulation that addresses Government rights in computer software or technical data under this Agreement.

13.10 Third-Party Beneficiaries. Except as expressly stated herein, nothing in this Agreement is intended to confer any rights or

remedies on any person or entity that is not a party to this Agreement. The Parties expressly reserve the right to modify, amend, terminate or otherwise modify any provision of this Agreement upon mutual written agreement without the consent of, or notice to, any third party.

13.11 Subcontractors. In the event Planet engages a subcontractor to perform any of its obligations under this Agreement, Planet shall first enter into an agreement with such subcontractor that is no less protective than are the terms set forth herein. In all cases, Planet is and shall remain liable for the acts and omissions of any such subcontractor.

13.12 Privacy. Each party agrees to protect the privacy and security of personally identifiable information or data identifiable to an individual ("Protected Information"). However, the parties acknowledge and agree that no Protected Information is required to be exchanged pursuant to this Agreement. To the extent a party desire to share any such Protected Information, it must first provide written notice thereof to the other party, and obtain such party's prior written consent before providing any such Protected Information. Once such consent is obtained, the requesting party may share Protected Information, in which case the following provisions shall apply.

13.13 Amendment. No modification of this Agreement or waiver of the terms and conditions hereof will be binding upon the Parties unless approved in writing by both Parties.

13.14 No Waiver. Failure by either party to enforce any term of this Agreement will not be deemed a waiver unless the waiver is in writing, signed by a duly authorized representative of the party to be bound and such waiver shall not affect the right of the party for future enforcement of that or any other term of this Agreement.

13.15 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.

13.16 Survival. Sections 3.2, 3.3, 4.2, 5, 7.2, 7.3, 8.2, 9, 10, 11, 12, and 13 shall survive expiration or termination of this Agreement.

13.17 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original and which together will constitute one and the same instrument.

13.18 Entire Agreement. This Agreement represents the entire agreement between the Parties and supersedes any and all prior understanding, agreements, or representations by or among the Parties, written or oral, related to the subject matter as set forth herein. No provision in either Parties' purchase orders, or in any other business form employed by either party will supersede the terms and conditions of this Agreement, and any such document

issued by a party hereto relating to this Agreement shall be for administrative purposes only and shall have no legal effect.

AIRBUS DS GEO SA  
MASTER CONTENT LICENSE AGREEMENT

Airbus DS Geo SA (hereinafter "Airbus" or "Licensor"), through the prime contractor Kongsberg Satellite Services AS, has entered into an agreement (the "Prime Contract") with the Norwegian Ministry of Climate and Environment (the "Ministry") in order to make certain high-resolution satellite imagery Content (as defined below) accessible to certain General Partners (each, a "Licensee") and their respective Authorized Users (as defined below) who are advancing the work of Norway's International Climate and Forests Initiative ("NICFI"). Access to and use of the Content (as such terms are defined below) is intended to support and facilitate the Purpose, as defined below. All use of the Content made available hereunder is subject to the terms of this Master Content License Agreement (the "Agreement").

NOW, THEREFORE, in consideration of the mutual promises, agreements and conditions stated herein, Airbus and Licensee hereby agree as follows:

1. Definitions

1.1 General Definitions

"Agent" means a third-party provider to a General Partner (e.g. consultant, contractor, service provider).

"Archive" means the stored Content currently available for access through the Platform.

"Authorized User" means an employee or Agent of a General Partner and/or Licensee.

"Content" means data generated from satellite imagery made available to Licensee pursuant to the terms of this Agreement and as set forth in detail as below, provided that Licensee acknowledges and agrees that the Licensor (solely to comply with the written instruction of the Ministry) may elect to limit the access to and distribution of the Content throughout the Term:

PRODUCT DESCRIPTION

SPOT 6/7 archive scenes

Product Details: SPOT6/7 at 6m resolution

Orthorectified multispectral

image in reflectance mode

4 bands: RGB, NIR

Time Period: 2012-2015

Usage rights: Internal Use Rights

SPOT 5 archive scenes

Product Details: SPOT5 at 5m resolution

Pansharpened product

3 bands in false colour: Green, Red, NIR

Time Period: 2002-2015

Usage rights: Internal Use Rights

"Derivative Product" means any product or information derived and developed by Licensee from the Content primarily in support of the Purpose, and that does not contain any source image data from the Content and is irreversibly modified and uncoupled from the Content. "General Partners" means those partners that are eligible to be granted access to the Content hereunder.

"Non-Commercial" means using the Content with the primary purpose of fulfilling the Purpose, and not for the primary purpose of financial gain. For example, permitted, non-commercial uses include (but are not limited to) the following: (i) a government institution uses Content to improve resource management plans; (ii) a local NGO and journalists use Content to document and trigger prosecution of illegal land grabs; (iii) a government institution uses Content as reference data to improve annual deforestation estimates; (iv) a commercial company uses Content to generate automatic deforestation alerts; (v) a commodity trader uses Content to conduct internal reviews of suppliers' adherence to zero-deforestation commitments; (vi) a commercial analytics company uses Content to improve environmental risk assessment and ratings of specific companies; and (vii) an enforcement agency uses Content for enforcement actions related to the Purpose. And, for example, non-permitted, commercial uses include (but are not limited to) the following: (a) a hedge fund uses Content to create profitable derivative products for commodities trading, with no primary intention for or progress towards achieving the Purpose; (b) a commercial organization uses Content to create lucrative derivative products for industrial precision agriculture, with no primary intention for or progress towards achieving the Purpose.

"Platform" means the application programming interface and graphical user interface that is made available to Licensee hereunder, which enables Licensee to access Content, and which Platform consists of tools and services designed for searching, viewing, and downloading Content.

"Purpose" means use of the Content for the primary purpose of reducing and reversing the loss of tropical forests, contributing to combating climate change, conserving biodiversity, contributing to forest regrowth, restoration and enhancement, and facilitating sustainable development as it relates to forest and land use, which use must be Non-Commercial.

"Scene(s)" means a sensor-based frame, representing multiple frames from the Content source that are super-resolved into a single scene.

1.2 Usage Rights: The following usage rights apply as applicable to the Content listed above.

"Download" means the right to download the Content from the Platform during the Term, as defined in Section 6.

"Internal Use Rights" means the right to (i) use, access, view, and Download the Content through the Platform; (ii) to reproduce, store, display, and print Content; and (iii) create Derivative Products; solely to fulfill the PURPOSE.

Usage rights may be adjusted by Licensor (solely to comply with the written instruction of the Ministry) upon written notice (including notice provided during the log-in process to the Platform).

## 2. License

2.1 License Grant. Subject to the terms and conditions of this Agreement, Airbus hereby grants to Licensee a limited, nontransferable, nonexclusive, non-sublicensable, non-assignable, revocable license to allow its Authorized Users to access the Content (the "Licensed Materials") for use solely as set forth herein. Licensee shall ensure that all Authorized Users to whom that Licensee grants access to the Licensed Materials comply with the terms of this Agreement, including without limitation any restrictions on use set forth in this Section 2, and the Licensee will be liable for any non-compliance by its Authorized Users.

2.2 Restrictions. Licensee may not use the Licensed Materials for any purpose except as expressly set forth in this Agreement. By way of example, and without limiting the generality of the preceding sentence, Licensee will not: (a) alter, remove, or obscure any proprietary notices, watermarks or legends included or embedded in the Licensed Materials; (b) use the Licensed Materials in violation of applicable laws or regulations; (c) adapt, alter, publicly display, publicly perform, translate, create derivative works of, or otherwise modify the Licensed Materials except as expressly authorized under this Agreement; (d) sublicense, lease, rent, loan, transfer or distribute the Licensed Materials to any third party; (e) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code for the Platform; or (f) allow third parties to access or use the Licensed Materials, including without limitation in any application service environment, service bureau, or time-sharing arrangements. In addition to the foregoing, Authorized Users may not exercise any of the rights granted in Section 2.1 above in any manner that is primarily directly or indirectly intended for or directed toward commercial use, commercial advantage, indirect commercial improvement, or private monetary compensation, including (without limitation) improving internal business processes.

2.3 Reservation of Rights. Except for the license granted to Licensee under Section 2.1 of this Agreement, Airbus retains all right, title and interest, including all intellectual property rights, in and to the Licensed Materials and all other Airbus intellectual property. All rights not expressly granted in this Agreement are hereby reserved by the respective Parties.

## 3. Use of Name, Attributions and Press Releases

3.1 Right to Use the Other's Name. If mutually agreed by the Parties in writing, each party may use the other party's

trademarks, name and logos in its marketing materials and on its website for the sole purpose of identifying the granting party as a licensee or licensor (as applicable) of the Content. All use of the granting party's trademarks, name and logos by the receiving party will be in accordance with the granting party's then-current marketing and branding guidelines and restrictions, including any such guidelines and restrictions provided to Licensee by Airbus from time to time.

3.2 **Attributions.** Each Licensee will include an attribution that identifies Airbus and its licensors as the licensor of the Content in all legal notices, "about" screen, user documentation, or other location that the Authorized User uses to identify third-party licensors. Each Licensee will display the following credit conspicuously displayed: (i) For SPOT 5 imagery data: "© CNES (year of acquisition), Distribution AIRBUS DS"; (ii) For SPOT 6 and 7 imagery data: "© AIRBUS DS (year of acquisition)". Licensee will use the phrase "powered by Airbus" or such other language mutually agreed upon by the Parties in writing to provide Airbus with such attribution. Each Authorized User will reasonably cooperate with and assist Airbus to enable Airbus to monitor and ensure compliance with Airbus's quality requirements and branding guidelines and restrictions. All goodwill related to use of Airbus's trademarks will inure to Airbus.

3.3 **Press Releases and other Co-Promotions.** Neither party shall issue a press release regarding this Agreement without the other party's prior written consent.

#### 4. **Notice of Unauthorized Use; Misuse**

4.1 Licensee will immediately notify Airbus in writing if it discovers or suspects any unauthorized use, access to or disclosure of the Content, in whole or in part.

4.2 Airbus reserves the right to temporarily suspend or limit Licensee's access to the Platform in the event that Licensee's usage: (i) exceeds the scope of the license (e.g. use of the Content for something other than to fulfill the Purpose, (ii) unduly burdens the system (e.g. use of an algorithm that downloads the same Content thousands of times, and unduly blocks bandwidth or causes excessive download fees to Airbus), or; (iii) otherwise is inconsistent with normal usage (attempting to download a "View Only" product, or downloading excessively).. In any such event, Airbus shall contact Licensee to review and attempt to resolve the matter. Airbus reserves the right to charge the Licensee, and Licensee agrees to pay, Airbus's costs associated with any such excessive use in the event that Licensee fails to respond to and address the matter in a timely manner, not to exceed one (1) business day after Airbus's initial contact.

#### 5. **NOT USED**

#### 6. **Term, Termination**

6.1 Term. This Agreement shall commence as of September 23rd 2020 and end as of September 23rd 2022 (the "Term"), unless extended in accordance with the terms of the Prime Contract.

6.2 Termination.

(a) By Either Party for Cause. Either party may terminate this Agreement at any time if the other party has committed any material breach of this Agreement and has failed to cure such breach within thirty (30) days after receiving written notice of the breach from the other party (the "Cure Period").

(b) By Airbus. Airbus may terminate this Agreement immediately, and without requirement for a Cure Period, upon notice to Licensee if Licensee: (i) violates any of the restrictions set forth in Section 2.2 (Restrictions) or otherwise uses the Licensed Materials outside of rights granted under this Agreement; or (ii) violates any of the terms set forth in Section 11.1 (Compliance with Laws) below.

6.3 Effect of Termination. Immediately upon any termination of this Agreement Licensee's access to the Content shall cease. In the event this Agreement ends pursuant to expiration of the Term and not as a result of Airbus's termination of this Agreement pursuant to Section 6.2(a), and provided further that Licensee is in compliance with all terms hereof, Airbus hereby grants Licensee a perpetual license to hold and use the Content accessed prior to termination subject to the license rights, conditions, and restrictions provided herein, and which license rights, conditions, and restrictions shall survive such expiration as if still in full force and effect. Notwithstanding the foregoing, if the Termination is by Airbus pursuant to Section 6.2(a) (i.e. an uncured material breach by Licensee), then the license(s) granted hereunder shall immediately terminate, and Licensee shall immediately cease all use of the Licensed Materials and destroy all copies of the Content in Licensee's possession, custody, or control and (if destroyed) an officer of Licensee shall promptly certify to Airbus the completion of such destruction. 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.

7. Representations and Warranties

7.1 Representations. Each party hereto represents, warrants and covenants that it has the full right and authority to enter into this Agreement and to meet its obligations hereunder.

7.2 Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 7 (REPRESENTATIONS AND WARRANTIES), EACH OF THE CONTENT IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, AND AIRBUS EXPRESSLY DISCLAIMS ALL WARRANTIES WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, TITLE, NON-INFRINGEMENT, ACCURACY, UNINTERRUPTED OR ERROR-FREE PERFORMANCE, OR SECURITY. AUTHORIZED USER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES OTHER THAN THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT.

## 8. Limitation of Liability

EXCEPT FOR LIABILITY ARISING BASED ON A BREACH OF SECTION 2.2 (RESTRICTIONS), CLAIMS REQUIRED TO BE INDEMNIFIED UNDER SECTION 9.1 (INDEMNITY), OR LIABILITY ARISING BASED ON BREACH OF SECTION 11.1 (COMPLIANCE WITH LAWS): (A) IN NO EVENT WILL ANY PARTY HERETO BE LIABLE UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STATUTE OR OTHERWISE) FOR CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER INDIRECT DAMAGES OF ANY KIND (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR SUBSTITUTION OF SERVICES), REGARDLESS OF THE FORM OF ACTION, EVEN IF THE CLAIM WAS REASONABLY FORESEEABLE OR IF THE OTHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) IN NO EVENT WILL THE AGGREGATE LIABILITY OF ANY PARTY UNDER ANY AND ALL CLAIMS ARISING OUT OF THIS AGREEMENT (OTHER THAN FOR CLAIMS FOR PAYMENT OF AMOUNTS DUE) EXCEED ONE HUNDRED THOUSAND EUROS (EUROS 100,000).. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THESE LIMITATIONS MAY NOT APPLY. THE FOREGOING PROVISIONS SHALL BE ENFORCEABLE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. AIRBUS (FOR ITSELF AND ON BEHALF OF ITS LICENSORS AND THE LICENSEE) HEREBY DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF THE USE OF THE DATA BY ANY THIRD PARTY.

## 9. Indemnity

9.1 By Licensee. Licensee agrees to indemnify, defend, and hold harmless Airbus, its officers, directors, affiliates, and employees (the "Airbus Indemnitees") from and against any and all costs, damages, liabilities, fines, penalties and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Costs") arising out of or in connection with any claim, suit, action, or proceeding (a "Claim") brought by any third party against any Airbus Indemnitee(s) to the extent that such Claim arises out of or results from: (i) that Licensee's use of the Licensed Materials in violation of the terms and conditions of this Agreement; (ii) that Licensee's violation of applicable state, local, national or other applicable laws or regulations; or (iii) infringement of any third-party rights resulting from that Licensee's use of the Content including but not limited to combination of the Content with third-party content.

9.2 By Airbus. Airbus agrees to indemnify, defend, and hold harmless Licensee, its officers, directors, affiliates, and employees (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.

9.3 Indemnification Procedures. The forgoing obligations are subject to the following conditions: (a) the Airbus 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 affected 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 at its sole expense.

9.4 THIS SECTION 9 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.

## 10. Confidentiality

10.1 Confidential Information. "Confidential Information" means all information disclosed by one party ("Discloser") to the other party ("Receiving Party") (in writing, orally or in any other form) that is clearly and prominently labeled as "Confidential", at or before the time of disclosure, as confidential, or is provided under circumstances reasonably indicating that the information is confidential, including, without limitation, trade secrets, customer lists, business plans, technical data, product ideas, personnel, contract (including the terms of this Agreement), and financial information. Confidential Information does not include information or material that (a) is now, or hereafter becomes, through no act or failure to act on the part of the Receiving Party, generally known or available to the public; (b) is or was rightfully known by the Receiving Party at or before the time such information or material was received from the Discloser, as evidenced by the Receiving Party's tangible (including written or electronic) records; (c) is furnished to the Receiving Party by a third party that is not under an obligation of confidentiality to the Discloser with respect to such information or material; or (d) is independently developed by the Receiving Party without any breach of this Agreement, as evidenced by the Receiving Party's contemporaneous tangible (including written or electronic) records.

10.2 Confidentiality Obligations. Each party will take all reasonable measures to protect the confidentiality of the other party's Confidential Information in a manner that is at least protective as the measures it uses to maintain the confidentiality of its own Confidential Information of similar importance, but in no case using less than a reasonable standard of care. Receiving Party will hold Confidential Information in strict confidence and will not disclose, copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of such information, or give or disclose such information to third parties, or use such information for any purpose whatsoever other than as necessary in order to fulfill its obligations or exercise its rights under this

Agreement. Notwithstanding the foregoing, Receiving Party may disclose the other party's Confidential Information: (a) to employees, consultants, officers, directors, auditors, accounts, attorneys, advisors, and agents (including those of its affiliates) (collectively, "Recipients") that have a need to know such information, provided that Receiving Party will require that each such Recipient not otherwise bound by confidentiality obligations to sign a written nondisclosure agreement consistent with the confidentiality and nondisclosure provisions herein; and (b) to the extent Receiving Party is legally compelled to disclose such Confidential Information (including, but not limited to, pursuant to a subpoena, a compliance request with local law (e.g. Act of 19 May 2006 (Freedom of Information Act), Norwegian Personal Data Act), provided that Receiving Party is legally able to do so, Receiving Party gives reasonable advance notice of such compelled disclosure to the other party will cooperate with the other party (at the other party's expense) in connection with any efforts to prevent or limit the scope of such disclosure and/or use of the Confidential Information. Each party's obligations under this Section 10 will last for the Term of this Agreement and for a period of five (5) years thereafter. For the avoidance of doubt, notwithstanding anything to the contrary stated herein, Content is subject to the license terms set forth in Section 2 above, and the restrictions on disclosure and use contained therein are not subject to expiration or termination pursuant to this Section 10.

11. Compliance with Laws, Regulatory, and Disaster Relief, Audit

11.1 Compliance with Laws. Including but not limited to with respect to the disposition of the Content, each Authorized User shall comply fully with all applicable laws and regulations, which regulations include, without limitation, anti-corruption laws and regulations, economic sanctions, and export controls administered by the French Government and other governments and governmental entities.

11.2 Regulatory. Licensee further acknowledges and agrees that Airbus is licensed by various entities with respect to the Licensed Materials and that from time to time, Airbus may be required to cease and/or limit operations and/or the collection or distribution of Content in certain areas for certain periods of time. Any compliance by Airbus with regard to such regulatory requests shall, in no event, be considered a failure or breach hereunder.

11.3 Disaster Relief. From time to time, Airbus may release certain Content to disaster relief efforts, the media, and/or other entities in support of such efforts.

11.4 Audit. Licensee hereby agrees that Airbus may perform an audit of Licensee's records associated with the uses of the Content, which audit shall be conducted either by Airbus or by a third-party independent auditor selected by Airbus. Such audit shall be conducted upon prior notice to Licensee of not less than five (5) business days and shall be conducted between 9am and 5pm in the

time zone in which Licensee is located. If the results of any such audit reveal a breach of this Agreement, Licensee acknowledges and agrees that Airbus: (i) shall require Licensee to immediately cease all use of the Content and destroy all Content in its possession; and (ii) shall have the right to require Licensee to pay the then-current fees chargeable by Airbus for such breach in the event of unpermitted usage; and (iii) shall have the right to require Licensee to reimburse Airbus for the costs of such audit.

## 12. Miscellaneous

12.1 No Exclusivity. This Agreement is non-exclusive, and Airbus retains the right to license or otherwise provide the Licensed Materials licensed under this Agreement to any third party at any time in Airbus's sole discretion.

12.2 Public Archive. Licensee acknowledges and agrees that Airbus, at its sole discretion, may make any or all of the Content licensed under this Agreement available on a publicly accessible archive after delivery of the Content to Licensee, at a time, and under conditions, that Airbus deems appropriate.

## 12.3 NOT USED

12.4 Force Majeure. Neither party will be liable for, or be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond such party's reasonable control.

12.5 Governing Law. This Agreement will be governed by and construed in accordance with the laws of England and Wales. All disputes arising out of or in connection with this Agreement or its validity shall be finally settled in accordance with the Arbitration Rules of the London Court of International Arbitration without recourse to the ordinary courts of law. The place of arbitration is London. The arbitral tribunal shall be composed of three (3) arbitrators. The language of the arbitral proceedings is English.

12.6 Assignment. Licensee may not assign or delegate any rights or obligations under this Agreement to any third party without the prior written consent of Airbus. Airbus shall not assign or delegate any rights or obligations under this Agreement to any third party without Licensee's prior written consent, which shall not be unreasonably withheld, provided that Airbus may assign this Agreement without Licensee's prior written consent in the event the transfer is in connection with a transfer of all or substantially all of Airbus's business or assets. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors, permitted assigns and legal representatives. 12.7 Feedback. When Licensee provides Airbus with any feedback, comments or suggestions (collectively, "Feedback") about Airbus's products or services, this Agreement, and, in general, Airbus, Licensee grants to Airbus, under any right, title or interest Licensee may have in and to such Feedback,

a non-exclusive, royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use that Feedback or to incorporate it into the Platform, the Content, any of Airbus's products or services, this Agreement, or otherwise as Airbus sees fit, entirely without obligation of any kind to Licensee.

12.8 Third-Party Beneficiaries. Except as expressly stated herein, nothing in this Agreement is intended to confer any rights or remedies on any person or entity that is not a party to this Agreement. The Parties expressly reserve the right to modify, amend, terminate or otherwise modify any provision of this Agreement upon mutual written agreement without the consent of, or notice to, any third party.

12.9 Subcontractors. In the event Airbus engages a subcontractor to perform any of its obligations under this Agreement, Airbus shall first enter into an agreement with such subcontractor that is no less protective than are the terms set forth herein. In all cases, Airbus is and shall remain liable for the acts and omissions of any such subcontractor.

12.10 Privacy. Each party agrees to protect the privacy and security of personally identifiable information or data identifiable to an individual ("Protected Information"). However, the parties acknowledge and agree that no Protected Information is required to be exchanged pursuant to this Agreement. To the extent a party desire to share any such Protected Information, it must first provide written notice thereof to the other party, and obtain such party's prior written consent before providing any such Protected Information. Once such consent is obtained, the requesting party may share Protected Information, in which case the following provisions shall apply.

12.11 Non-Solicit. No Authorized User shall, without the prior written consent of a duly authorized officer of Airbus, directly or indirectly solicit, hire or otherwise retain as an employee or independent contractor any current or former employee, consultant, contractor or subcontractor of Airbus or any of its affiliates, during the Term of this Agreement and for a period of twelve (12) months after Airbus's relationship with any such resource is terminated.

12.12 Amendment. No modification of this Agreement or waiver of the terms and conditions hereof will be binding upon the Parties unless approved in writing by both Parties.

12.13 No Waiver. Failure by either party to enforce any term of this Agreement will not be deemed a waiver unless the waiver is in writing, signed by a duly authorized representative of the party to be bound and such waiver shall not affect the right of the party for future enforcement of that or any other term of this Agreement.

12.14 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.

12.15 Survival. Sections 2.2, 2.3, 3.2, 4, 6.2, 6.3, 7.2, 8, 9, 10, 11 and 12 shall survive expiration or termination of this Agreement.

12.16 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original and which together will constitute one and the same instrument.

12.17 Entire Agreement. This Agreement represents the entire agreement between the Parties and supersedes any and all prior understanding, agreements, or representations by or among the Parties, written or oral, related to the subject matter as set forth herein. No provision in either Parties' purchase orders, or in any other business form employed by either party will supersede the terms and conditions of this Agreement, and any such document issued by a party hereto relating to this Agreement shall be for administrative purposes only and shall have no legal effect.

AS A CONDITION OF USE, YOU ARE REQUIRED TO UNDERSTAND, ACKNOWLEDGE AND ABIDE BY THE TERMS OF THIS LICENSE.