PLANET EXPLORER TERMS OF SERVICE FOR NON-PROFIT THINK TANKS PROGRAM. WELCOME TO YOUR PLANET! PLANET LABS INC. ("PLANET") IS EXCITED TO MAKE THE PLANET EXPLORER, OUR APIS, TOOLS, SCENES AND ALL OTHER CONTENT AVAILABLE TO YOU (COLLECTIVELY, THE "CONTENT"). THESE TERMS OUTLINE YOUR RIGHTS AND RESPONSIBILITIES WHEN USING OUR CONTENT. BY ACCESSING THE CONTENT, YOU, ON BEHALF OF YOURSELF AND (AS APPLICABLE) YOUR ORGANIZATION (HEREINAFTER "YOU", "YOUR"), ARE EXPRESSLY AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THESE PLANET EXPLORER TERMS OF SERVICE FOR NON-PROFIT THINK TANKS PROGRAM, IN ADDITION TO THE WWW.PLANET.COM TERMS OF USE AND PRIVACY POLICY (COLLECTIVELY, THE "AGREEMENT"). PLANET IS WILLING TO GRANT THE RIGHTS AS OUTLINED HEREIN AND MAKE THE CONTENT AVAILABLE TO YOU ONLY UPON THE CONDITION THAT YOU ACCEPT THE TERMS OF THIS AGREEMENT. WRITTEN APPROVAL OF THIS AGREEMENT IS NOT A PREREQUISITE TO THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT AND NO SOLICITATION OF ANY SUCH WRITTEN APPROVAL BY OR ON BEHALF OF PLANET SHALL BE CONSTRUED AS AN INFERENCE TO THE CONTRARY.

- 1. THE PROGRAM: The THINK TANK Program (the "Program") is a program that provides access to Content to approved nonprofit think tanks. The Program is intended to fulfill one part of Planet's mission: to make our data visible, accessible, and actionable. As a member of the Program, You agree that you will use your access to the Planet platform (the "Platform") and Content solely for non-commercial research purposes and on behalf of the think tank by which you are employed (the "Purpose"). You acknowledge and agree that you are not to use access to the Planet platform and data to create analytical reports or other value-added content for private use and will not to not be compensated, directly or indirectly, by any third party for your participation in this Program or for any research, analysis or resulting work product that is not shared publicly. You agree to uphold the highest ethical standards in connection with your use of the Content and access to the Program.
- 2. YOUR PLANET ACCOUNT. You will need to establish a Planet account in order to access our Content (a "Planet Account"). Planet Accounts are only available to persons not barred from receiving services under applicable laws including but not limited to those of the United States. Each Planet Account is unique to its holder and shall not be shared. At all times, You agree to maintain your password, API keys, and other account access information confidential using at least a reasonable standard of care. You acknowledge and agree that you are responsible for the activity that occurs under your Planet Account. If you suspect or discover that any password or access has been compromised, please contact support@planet.com.
- 3. LIMITED LICENSE.

Subject to the terms and conditions of this Agreement, including but not limited to the attribution requirements set forth in

Section 4 below and the restrictions set forth in Section 5 below, and solely to effectuate the Purpose, Planet hereby grants to You a limited, nontransferable, nonexclusive, non-sublicensable, nonassignable, revocable license: (i) to access and use the Platform and view the Content through the Platform; (ii) to download up to one hundred (100) individual "scenes" per month ("Scenes") and use, access, reproduce, store, display, and print such Scenes for internal use only; (iii) to publish up to thirty (30) Scenes per month, including without limitation on your website, the mobile and app extensions thereof, social media accounts which are owned and operated by You, as well as third party platforms, distribution, and sublicensees of the articles, videos, and media containing the Content; and (iv) to create and publish Derivative Products, where "Derivative Product" means any textual reports, graphical reports, maps or pages developed by the You 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. "Imagery Data" means digital representations preserving the red green blue (rgb), red-edge (re), and near infrared (nir) values contained 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, and print).

4. ATTRIBUTION AND FEEDBACK

With respect to publication of Scenes and/or Derivative Products that include Permitted Imagery, You will at all times clearly and prominently display the following Planet copyright notice on or adjacent to the applicable Content: "Imagery © 20xx Planet Labs Inc." (where xx denotes the current year). For the purposes of the foregoing, Planet hereby grants You a limited right to use Planet trademarks, name, and logos. All goodwill related to use of Planet's trademarks will inure to Planet.

Planet may periodically submit, and You shall respond to, reasonable requests for feedback and readership statistics. These requests may cover topics including, but not limited to a list of dates and applicable publications in which Scenes or Derivative Products appear. These requests may take the form of online or written surveys, telephone interviews, or in-person meetings.

In addition, and solely for Planet's own, internal use, You hereby agree to promptly provide Planet with a copy of all (i) Derivative Products and (ii) publications including Scenes. Any further use of such materials by Planet is subject to Your approval, which shall not be unreasonably withheld or delayed.

5. RESTRICTIONS. You shall not use the Content for any purpose except as expressly set forth in the Agreement. You will not: (a)

alter, remove, or obscure any proprietary notices, watermarks or legends included or embedded in the Content; (b) use the Content in violation of applicable laws or regulations; (c) adapt, alter, publicly display, publicly perform, translate, create derivative works of, or otherwise modify the Content; (d) sublicense, lease, rent, loan, transfer, resell, distribute or otherwise use the Content on a stand-alone basis (e) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code for the Platform; or (f) other than as contemplated herein, allow any third party to access or use the Content.

- 6. RESERVATION OF RIGHTS. Except for the limited license granted under Section 3 above, as between You and Planet, Planet retains all right, title and interest, including all intellectual property rights, in and to the Platform, the Content, and all other Planet property. All rights not expressly granted in this Agreement are hereby expressly reserved by Planet.
- 7. THIRD PARTY CONTENT. Any third-party content available on or accessible via the Platform ("Third Party Content") is subject to separate terms and conditions included in the "Terms" (or similar) section of the Planet Explorer site and as listed below. Any Third Party Content made available to you is provided as a convenience and at no charge. As such, you acknowledge and agree that Planet makes no representations or commitments as to any such Third Party Content and assumes no liability in connection with any such Third Party Content.
- 8. ADDITIONAL LICENSES AND TERMS. The following additional licenses and terms shall apply as follows: Open California: Through our APIs and pursuant to our Open California program, you may have access to the shifting scenes of California. Unless otherwise attributed, all content is owned by Planet. Planet content of California is made available to you under a Creative Commons Attribution-ShareAlike 4.0 International license as available at http://creativecommons.org/licenses/by-sa/4.0/. To the extent any terms of this Agreement conflict with the terms of the Creative Commons license with respect to your use of the imagery Content, the terms of the Creative Commons license shall control and govern. For geographic areas outside of California pursuant to our Open California program, you will have view-only access to our Content in limited resolution.

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

https://www.planet.com/docs/reference/data-api/items-assets/landsat811g/ Sentinel: Sentinel data may be available to view and download, and subject to the following terms: https://www.planet.com/docs/reference/data-api/items-assets/sentinel211c/

9. TERM AND TERMINATION. This Agreement is effective for so long as you use and access the Content and/or the Platform, provided

- however that: Planet may at any time (i) add, change, or remove features or functions of the Planet Explorer or Content; (ii) update the terms of access to the Content and/or the Platform by updating this Agreement and posting such updated document on the "Terms" section of the Planet Explorer site. You may stop using our Content at any time.
- 10. DISCLAIMER: THE PLATFORM, THE CONTENT, AND THIRD PARTY CONTENT IS PROVIDED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND, AND PLANET HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ERROR-FREE OR UNINTERRUPTED SERVICE, PERFORMANCE, OR SECURITY. YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES IN CONNECTION HEREWITH.
- 11. LIMITATION OF LIABILITY. IN NO EVENT SHALL PLANET BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF DATA, GOODWILL, BUSINESS, REVENUE, PROFITS, OR OTHER LOSS (INCLUDING WITHOUT LIMITATION SUBSTITUTION OF SERVICE) ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE CONTENT OR THE PLATFORM, EVEN IF PLANET WAS PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH LIABILITY SOUNDS IN CONTRACT, NEGLIGENCE, TORT, OR OTHER THEORY OF LIABILITY. IN NO EVENT SHALL PLANET'S TOTAL CUMULATIVE LIABILITY FOR ANY CLAIM UNDER THIS AGREEMENT EXCEED U.S. \$100.00 USD.
- 12. COMPLIANCE WITH LAWS. You shall at all times comply fully with all applicable laws, rules, and regulations, including but not limited to U.S. export laws. Without limiting the foregoing, You shall ensure that neither the Content nor any part or derivation thereof is (a) provided to or the subject of any transaction or dealing, directly or indirectly, with or related to an Embargoed Jurisdiction or Sanctioned Person; (b) exported or reexported, directly or indirectly, in violation of any applicable laws or regulations, or (c) used for any prohibited purpose. "Embargoed Jurisdiction" means a country, region, territory or government with respect to which the U.S. government imposes a trade or investment embargo, which currently include Crimea, Cuba, Iran, North Korea, and Syria. "Sanctioned Person" means any legal entity or individual with respect to which or whom U.S. citizens are generally forbidden to transact under economic sanctions including, without limitation, a person on the List of Specially Designated Nationals and Blocked Persons.
- 13. SURVIVAL. Sections 4, 5, 6, 10, 11, 12, 13, and 14 of this Agreement shall survive the expiration or earlier termination of this Agreement.
- 14. GENERAL MATTERS. This Agreement represents the entire and exclusive agreement between You and Planet and replace any prior agreement or understanding regarding the subject matter hereof. If

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

I HAVE READ AND AGREE TO THESE PLANET EXPLORER TERMS OF SERVICE FOR NON-PROFIT THINK TANKS PROGRAM