

PLANET LABS TERMS OF SERVICE

1. Terms of Service. Welcome to your Planet! We are excited to make our APIs and Content available to you. These terms outline your rights and responsibilities when using our APIs and Content. Additional terms may apply, including those found in accompanying documentation or separate agreements. In the event of a conflict between these terms and other additional terms, the additional terms will apply. By using our APIs and Content, you are agreeing to these terms.

2. Your Planet Account. You will need a Planet Account in order to access our APIs and Content. Planet Accounts are only available to persons not barred from receiving services under the laws of the United States. Each Planet Account is unique to its holder and must not be shared. Keep your password and other secrets, such as API keys, used with your account safe. You are responsible for the activity that occurs under your Planet Account. If you suspect or discover that any password or secret has been compromised, please contact support@planet.com.

3. Using our APIs. Using only your Planet Account, you may use our APIs to access our Content in the manner described in our published API documentation. To ensure a good experience and the security of our APIs and Content, in our sole discretion, we may place limits on the number and type of API requests that you can make. You agree that API limitations are reasonable and will not attempt to test or circumvent them or any other security control. Similarly, you will not take actions with the intent to disrupt the APIs. We will monitor the use of our APIs and will contact you in relation to your use of the APIs and Content. If you provide feedback about our APIs and Content, you agree to assign that information to us and we may use it for any purpose. By using our APIs, you do not acquire ownership or any rights in our APIs or Content accessed through the APIs. You may not sublicense our APIs for use by third parties, or create any interface or experience that replicates our APIs. We use and create open source software everyday. Some of the software behind our APIs or Content may be offered under an open source license that we will make available to you. If the provisions of those licenses conflict with these terms, the provisions in those licenses will apply.

4. Using our Content. Through our APIs, you have access to the shifting scenes of the Planet. Unless otherwise attributed, all content is owned by Planet Labs. Planet Labs content is made available to you under a license for evaluation only. This limited license is not exclusive, may not be assigned or transferred, and may be revoked at any time. For all Planet Labs owned content, you agree that you will not: a) scrape the content, build or contribute to databases, or otherwise create permanent or archival copies; b) translate, modify, create derivative works, sell or otherwise accept money for, distribute or display beyond yourself or your organization, or sublicense; or c) in any way change or remove

copyright or other rights and origin notices. These terms are not a license to use the Planet Labs name or our logos, trademarks, or brand features.

5. Termination. Our Content is as dynamic as the Earth itself, and we continually change and improve our APIs to better serve our Content. As a result, we may add, change, or remove features or functions at any time. You may stop using our APIs and Content at any time. Planet Labs may also stop providing access to our APIs and Content at any time.

6. Our Warranties and Disclaimers. Although we go to great lengths to ensure that our APIs and Content are the best they can be, we cannot make promises about the APIs or the Content accessed through them, including their reliability, availability, performance, or ability to meet your needs. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE APIs AND CONTENT ARE PROVIDED "AS IS".

7. Liability for our APIs and Content. WHEN PERMITTED BY LAW, PLANET LABS WILL NOT BE RESPONSIBLE FOR LOST DATA, GOODWILL, REVENUE, OR PROFITS, OR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. PLANET LABS' TOTAL LIABILITY FOR ANY CLAIM UNDER THESE TERMS IS LIMITED TO THE GREATER OF \$100.00 USD OR THE AMOUNT YOU PAID US TO USE THE APIS IN THE SIX MONTHS PRECEDING THE CLAIM. IN NO CASE WILL PLANET LABS BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE. THESE LIMITATIONS APPLY TO ANY THEORY OF LIABILITY AND EVEN IF A REMEDY DEFINED HERE IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. You agree to hold harmless and indemnify Planet Labs from and against any third party claim arising from your misuse of the APIs or Content, or your violation of these terms. We will notify you of such a claim.

8. General Matters. Other than any separate agreements you have with Planet Labs relating to our APIs and Content, these terms are the entire and exclusive agreement between you and Planet Labs and replace any prior agreements regarding the APIs and Content. We may change these terms from time to time. You will be presented with changes when available. If you do not agree to changes, you must discontinue use of the APIs and the Content. If any aspect of these terms is found unenforceable, the remainder will not be effected. If you are found to not comply with these terms, any delay in our response does not mean that we give up any rights we may have and we may take action in the future. The laws of California, USA, excluding California's conflict of laws rules, will apply to any disputes arising out of or relating to these terms. All claims arising out of or relating to these terms will be litigated exclusively in the federal or state courts of San Francisco County, California, USA, and you and Planet Labs consent to personal jurisdiction and venue in those courts.

I have read all of the above paragraphs, and agree to the Terms of Service.