



SERVICES TERMS

BY EXECUTING AN APPLICABLE SERVICES ORDER, YOU (HEREINAFTER “LICENSEE” OR “YOU”) ARE EXPRESSLY AGREEING TO BE BOUND BY THESE SERVICES TERMS (“AGREEMENT”) TO THE EXCLUSION OF ALL OTHER TERMS; IF THIS AGREEMENT IS CONSIDERED AN OFFER BY THE APPLICABLE PLANET ENTITY AS STATED IN THE APPLICABLE SERVICES ORDER OR THROUGH WHICH YOU HAVE OTHERWISE PLACED YOUR ORDER (“PLANET”) (INDIVIDUALLY, A “PARTY” AND COLLECTIVELY, THE “PARTIES”), YOUR ACCEPTANCE IS EXPRESSLY LIMITED TO THE TERMS OF THIS AGREEMENT. YOU ALSO ACKNOWLEDGE THAT YOU POSSESS THE RIGHT AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF YOUR COMPANY OR OTHER LEGAL ENTITY OR PERSON. PLANET IS WILLING TO MAKE THE SERVICES AVAILABLE TO LICENSEE ONLY UPON THE CONDITION THAT LICENSEE ACCEPTS THE TERMS OF THIS AGREEMENT. WRITTEN APPROVAL 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.

Definitions

“**Order Schedule**” means the ordering document through which you place orders for Content and which outlines the scope of use you are authorized to make of such Content.

“**Services**” means those services that are provided by Planet pursuant to an Order Schedule, including, but not limited to project consulting and training.

“**Services Order**” means an applicable statement of work, services order, order schedule or similar ordering document referencing and including a link to this Agreement through which Licensee orders Services from Planet.

1. SERVICES. Upon execution by the Parties of a Order Schedule, and in consideration for the payment of the applicable fees, Planet will use commercially reasonable efforts to perform the Services and to deliver those deliverables, if any, that are (a) described in the applicable Services Order and (b) delivered by Planet to Licensee under this Agreement or any Services Order (each, a “Deliverable”). Licensee will provide Planet, in a timely manner, with all cooperation, assistance, and approvals as Planet reasonably requests to enable Planet to perform the Services. If Licensee fails to perform its obligations under this Agreement, Planet will be excused from performing the Services until such obligations are performed and will be entitled to an extension of time to complete the Services and an adjustment of the Fees based on Planet’s then-current hourly rates and the additional time required to complete the Services arising from Licensee’s failure.

2. LICENSE. Services are generally performed with respect to Planet’s imagery products (“Products”). Licensee has either: (i) acquired the Products directly from Planet pursuant to an executed Master Content License Agreement or similarly named document; or (ii) acquired a license to the Products through an authorized partner of Planet pursuant to an executed customer license agreement or similar document (in each case, a “License Agreement”). Any Deliverables provided pursuant to a Order Schedule shall be subject to the same license terms and conditions as the Products as set forth in the License Agreement. To the extent no Licensee Agreement exists as between the parties, then Planet hereby grants to Licensee a limited, non-exclusive, non-transferable, non-sublicensable license to use the Deliverables solely for Licensee’s own internal business purposes. All rights not granted by Planet hereunder are reserved.

3. FEES AND EXPENSES. Planet will invoice Licensee the fee as stated in the Order Schedule (“Fee”). Licensee shall pay all invoiced amounts within thirty (30) days after the date of invoice. Unless otherwise stated to the contrary in a Order Schedule, all payments shall be made in U.S. dollars. The Fee excludes all applicable sales, use, and other taxes and all applicable export and import fees, customs duties and similar charges, and Licensee will be responsible for payment of all such taxes (other than taxes based on Planet’s income), fees, duties, and charges, and any related penalties and interest, arising from the payment of the Fee or the delivery of the Services. Licensee will make all payments of the Fee to Planet free and clear of, and without reduction for, any withholding taxes; any such taxes imposed on payments of the Fee to Planet will be Licensee’s sole responsibility, and Licensee will provide Planet with official receipts issued by the appropriate taxing authority, or such other evidence as Planet may reasonably request, to establish that such taxes have been paid. Any portion of the Fee that is not paid when due will accrue interest at one point five percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less, from the due date until paid. Licensee will be responsible for any out-of-pocket expenses incurred by Planet in performing the Services, including all reasonable travel and living expenses. Planet will invoice Licensee for such expenses in accordance with this Section 3.

4. TERM AND TERMINATION

4.1 Term. This Agreement will take effect on the Effective Date and will remain in effect until the Services to which it applies are completed, unless sooner terminated by either party, as set forth herein. Either party may terminate this Agreement for a material breach of this Agreement by the other party, so long as the terminating party gives the breaching party fifteen (15) days written notice specifying the events or circumstances giving rise to the notice. The termination shall become effective after the lapse of such fifteen (15) day period, unless within such fifteen (15) day period the events or circumstances specified in the notice have been remedied or a plan for remedying them has been proposed by the breaching party and accepted by the terminating party. Without limiting the foregoing, either party may terminate this Agreement for any reason or for no reason upon thirty (30) days’ notice to the other party.



4.2 Effect of Termination. The following obligations shall survive termination of this Agreement: (a) all obligations regarding use or disclosure of Confidential Information and (b) all obligations to make payments of amounts or fees owed or accrued prior to termination. Specifically, the party's rights and obligations under Sections 3, 4.2, 5, 6, 7, 8, 9, 10, and 11 shall survive termination of this Agreement.

5. PROPRIETARY RIGHTS. Other than the limited license expressly granted under Section 2, Licensee acquires no additional rights or licenses under this Agreement to Planet's intellectual property, including the Products and Deliverables, and Licensee shall not now or hereafter make any claim of ownership or otherwise claim any other right or interest in or to the Products, Deliverables, or any intellectual property rights embodied therein or pertaining thereto.

6. CONFIDENTIALITY

6.1 Confidential Information. "Confidential Information" means non-public information regarding the disclosing party's ("Disclosing Party's") business, including technical, marketing, financial, employee, planning, and other confidential or proprietary information ("Confidential Information"). In addition, Confidential Information shall include (i) information which is marked "confidential" or "proprietary" or identified as such at the time of disclosure; or (ii) information which given its nature and the circumstances surrounding its disclosure should reasonably be construed to be confidential.

6.2 Protection of Confidential Information. The receiving party ("Receiving Party") will not use any Confidential Information of the Disclosing Party for any purpose not permitted by this Agreement, and will disclose the Confidential Information of the Disclosing Party only to employees or contractors of the Receiving Party who have a need to know such Confidential Information for purposes of this Agreement and are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

6.3 Exceptions. The Receiving Party's obligations under Section 6.2 with respect to Confidential Information of the Disclosing Party will terminate if such information: (a) was already rightfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) is independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) approved in writing by the Disclosing Party; (ii) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

6.4 Return of Confidential Information. The Receiving Party will either return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the written request of the Disclosing Party or the expiration or termination of this Agreement, whichever comes first. Upon request, the Receiving Party will certify in writing that it has fully complied with its obligations under this Section 6.4.

6.5 Confidentiality of Agreement. Neither party will disclose the terms of this Agreement to anyone other than its attorneys, accountants, and other professional advisors under a duty of confidentiality except: (a) as required by law; (b) pursuant to a mutually agreeable press release; or (c) in connection with a proposed merger, financing, or sale of such party's business.

6.6 Freedom of Action. Subject to Planet's compliance with the confidentiality provisions stated herein, nothing in this Agreement will restrict or limit Planet from performing any professional services for any other entity in any industry. Without limiting the foregoing, Planet may in its sole discretion develop, use, market, license, offer for sale, or sell any software, application, or product that is similar or related to any materials that were developed for Licensee hereunder.

7. WARRANTY

7.1 By Licensee. Licensee represents and warrants that (a) if it has a separate License Agreement, then: (i) Licensee has the right and authority to utilize the Products and is in compliance therewith, and (ii) that upon any termination of the License Agreement due to Licensee's uncured breach thereof, Licensee shall immediately cease all use of the Planet Confidential Information and Deliverables and shall notify Planet that it has so complied with this section; or (b) if it does not have a separate License Agreement, then (i) the applicable terms of Section 2 shall apply, and (ii) that upon any termination of the License Agreement due to Licensee's uncured breach thereof, Licensee shall immediately cease all use of the Planet Confidential Information and Deliverables and shall notify Planet that it has so complied with this section.

7.2 Services Warranty. Planet warrants that the Services will be performed in a good and workmanlike manner with at least the same degree of skill and competence normally practiced by consultants performing the same or similar services. If Planet fails to perform the Services as warranted and Licensee reports the failure to Planet within ten (10) days after completion of the Services, Planet will, at its



expense, re-perform the Services or if Planet determines that it cannot perform the Services as warranted, Planet will refund to Licensee the fees paid for the affected Services. THE FOREGOING IS LICENSEE'S SOLE AND EXCLUSIVE REMEDY AND PLANET'S ENTIRE LIABILITY FOR BREACH OF WARRANTY FOR SERVICES.

7.3 Disclaimer. THE EXPRESS WARRANTY IN SECTION 7.2 IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE SERVICES AND DELIVERABLES, AND PLANET HEREBY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE. LICENSEE ACKNOWLEDGES THAT IT HAS NOT ENTERED INTO THIS AGREEMENT IN RELIANCE UPON ANY WARRANTY OR REPRESENTATION OTHER THAN THOSE SET FORTH IN THE PRECEDING PARAGRAPH.

8. LIMITATION OF LIABILITY. IN NO EVENT WILL PLANET BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING ANY LOST DATA AND LOST PROFITS, ARISING FROM OR RELATING TO THIS AGREEMENT EVEN IF PLANET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PLANET'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT AND THE SERVICES, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES PAID TO PLANET UNDER THE APPLICABLE SERVICES ORDER GIVING RISE TO THE CLAIM. Licensee acknowledges that the Fees reflect the allocation of risk set forth in this Agreement and that Planet would not enter into this Agreement without these limitations on its liability.

9. INDEPENDENT CONTRACTORS. The parties are and at all times will be and remain independent contractors as to each other, and at no time will either party be deemed to be the agent or employee of the other. No joint venture, partnership, agency, or other relationship will be created or implied as a result of this Agreement. Neither party will have or hold itself out as having the authority to enter into any contract on behalf of the other party.

10. GENERAL. Each party will comply with all applicable laws and regulations in its activities under this Agreement. Licensee will not export or re-export any Deliverable in violation of such laws or regulations, or without all required licenses and authorizations. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of: (a) any provision of any present or future law or regulation of any applicable law that applies to the subject matter hereof; or (b) strikes, shortages, riots, insurrection, fires, flood, storms, explosions, acts of nature, war, government action, acts of terrorism, earthquakes, power outages or any other cause that is beyond the reasonable control of such party. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Licensee may not assign or transfer this Agreement without obtaining Planet's prior written consent, and any purported assignment or transfer in violation of the foregoing will be null and void. This Agreement may be amended only by a writing signed by Licensee and an executive officer of Planet. This Agreement constitutes the complete, final, and exclusive statement of the agreement between Licensee and Planet, and supersedes all proposals, oral or written, and all other communications between the parties relating to its subject matter. The provisions of this Agreement shall take precedence over all additional or conflicting terms and conditions on any purchase order. No waiver of any provision of this Agreement will be valid unless made in writing and signed by an executive officer of Planet. This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument. In the case of notices to Licensee, by e-mail to the e-mail address that Licensee provided to Planet prior to initiating the provision of Services, such notice to be deemed effective upon the earlier of (i) twenty-four (24) hours after sending, or (ii) Licensee's actual receipt of any such e-mail.

11. NOTICES, GOVERNING LAW, AND JURISDICTION

11.1 NOTICES. General notices shall be given by electronic mail to Licensee's 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 set forth in the applicable Services Order, 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 general notice as indicated above.

11.2 GOVERNING LAW

(i) If Licensee's registered or business address is in **USA or elsewhere in the world outside of a member country of the Council of Europe**, then the Agreement is deemed to be executed with **Planet Labs Inc.**, and the following terms apply:

- (a) This Agreement shall be governed by the laws of the State of California, without regard to its conflicts of law provisions.
- (b) Any claim or controversy between the Parties arising out of, or relating to, this Agreement shall be finally decided by arbitration in accordance with JAMS Comprehensive Arbitration Rules and Procedures before an JAMS arbitrator. Subject to any valid requirements of any applicable statute, the arbitration shall be conducted in San Francisco, California pursuant to JAMS Streamlined Arbitration Rules and Procedures. Each Party may be represented by counsel in any such arbitration. During the course of any arbitration hereunder, each Party will: (i) bear its own costs and attorneys' fees and any expert witness fees; and (ii) share equally the arbitrators' fees and expenses, provided that the arbitrators shall award to the prevailing Party all reasonable attorneys' fees, expert witness fees, arbitrators' fees and all other expenses resulting directly or indirectly from such arbitration.



The arbitrators shall be bound by the limitations of liability and other provisions of this Agreement; in no event shall the arbitrators be authorized or allowed to make any award in any amount or on any theory of liability not otherwise expressly permitted in this Agreement. Any arbitration under this Agreement shall be confidential, and either Party may request that the arbitrators issue appropriate protective orders to safeguard each Party's confidential information. Any award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction. The arbitrators shall have the authority to award temporary, preliminary and permanent injunctive and equitable relief in the arbitration (in addition to any monetary relief); provided, however, that either Party may opt to seek equitable relief, including emergency injunctive relief, at any time, from a court of competent jurisdiction. Notwithstanding the foregoing, if any dispute, controversy or claim involves alleged improper use of Planet's intellectual property rights, such matter shall not be subject to the arbitration provisions hereof but shall be resolved by a court or an administrative agency of competent jurisdiction.

(ii) If Licensee's registered or business address is in a member country of the **Council of Europe**, then the Agreement is deemed to be executed with **Planet Labs Germany GmbH**, and the following terms apply:

- (a) This Agreement will be governed by and construed in accordance with the laws of Germany.
- (b) 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 German Institution of Arbitration (DIS) without recourse to the ordinary courts of law. The place of arbitration is Berlin. The arbitral tribunal shall be composed of three (3) arbitrators. The language of the arbitral proceedings is English