

# SKYSAT ASSURED TASKING TERMS OF SERVICE

These SkySat Assured Tasking Terms of Service ("**Terms of Service**") are incorporated into the applicable Order Schedule and set forth the terms pursuant to which Planet Labs ("**Planet**") shall deliver Assured Tasking Orders (herein referred to as "**Assured Tasking Orders**" or "**orders**"). Capitalized terms not otherwise defined will have the meanings given to them in the Agreement. Planet shall use its commercially reasonable efforts to meet or exceed the following service levels.

### **1. Assured Tasking Requirements**

- (a) In order for an Assured Tasking Order to be processed by Planet, an Authorized User of Licensee must transmit a complete, electronic Assured Tasking Order through the Planet tasking API ("Tasking API") or tasking dashboard ("Tasking Dashboard") in accordance with the following requirements.
- (b) All Assured Tasking Orders are only available for point collects and:
  - i. must (1) include the Area of Interest (AOI); (2) include the requested starting and ending Time of Interest; and (3) be placed no less than eight hour(s) prior to the Time of Interest.
  - ii. may have a maximum view angle of no less than 30 degrees.
  - iii. must have a solar elevation angle greater than 10 degrees.
  - iv. shall incur quota charges in 25 sq km minimum increments.
  - v. are delivered "as-is." Planet makes no commitments as to weather conditions, or other factors outside of Planet's control.
  - vi. will have access to the Order Lock-In feature, subject to the above requirements, where Licensee

     (a) may view all available times on a SkySat satellite to capture an image (each, a "Collect Window");
     and (b) must select a Collect Window and the target. Tasking Orders can be scheduled no more
     than 7 days in advance.

### 2. Assured Tasking Order Latency and Delivery

- (a) Planet shall use commercially reasonable efforts to deliver Content with an estimated delivery time of no greater than twelve hours from image collect for orthorectified products and four hours for Level 1A products.
- (b) All Assured Tasking Orders shall materially comply with the SkySat technical specifications set forth at: <u>https://assets.planet.com/docs/Planet\_Combined\_Imagery\_Product\_Specs\_letter\_screen.pdf</u> (or successor URL). To the extent the delivered Content does not materially comply with the technical specifications set forth in these Terms of Service, Licensee notify Planet in writing within five (5) days of delivery, in which case Planet shall re-task and redeliver the same order. Thereafter, the Content shall automatically be deemed accepted.
- (c) All Assured Tasking Orders shall be delivered via the Platform and shall be deemed delivered when first made available to Licensee in the Platform.

### 3. Standard Delivery / Archive Hold.

(a) <u>Standard Delivery</u>. For standard orders, all Content collected as part of an Assured Tasking Order shall be automatically added to the SkySat Archive.



(b) Archive Hold. Except as provided below, if Licensee has purchased Archive Hold Period, the Content collected as part of such Assured Tasking Order shall be withheld from the SkySat Archive for up to thirty (30) calendar days from the date of image collection ("**Archive Hold Period**"). Licensee may elect to delete the Archive Hold Period by adjusting Licensee's settings in the Tasking API or Tasking Dashboard, or by sending an email to <u>support@planet.com</u>. Licensee may not lengthen the Archive Hold Period. As it relates to other Planet customers, Licensee shall have exclusive access to applicable Content during the Archive Hold Period, except as provided in Section 12.3 (Limitations on Planet's Operations) of the Master Content License Agreement. Notwithstanding the foregoing, if Licensee's AOIs overlap or are adjacent to a third party customer's AOIs, Planet may aggregate the orders, which may result in the delivery of same or similar Content to such third parties during the Archive Hold Period. Planet shall also have access to the Content during the Archive Hold Period for its use and disposition including by way of example, releasing certain Content in support of disaster relief and humanitarian efforts to the media or other entities in support of such efforts. After the Archive Hold Period has lapsed, the Content will automatically be released into the SkySat Archive. For clarity, the SkySat Archive does not include information about Licensee.

## 4. Cancellation

Licensee acknowledges and agrees that: (a) Any cancellation requests must be made in the Tasking API or in the Tasking Dashboard, or by way of email request to <u>support@planet.com</u>; (b) Any cancellation of Assured Tasking Orders must be received by Planet no less than twenty-four (24) hours prior to the start of the Time of Interest or Collect Window, as applicable; and (c) Any Assured Tasking Orders canceled with less than twenty-four (24) hours' notice shall be charged to or deducted from Licensee's available quota, as applicable.

### 5. General

- (a) All Assured Tasking Orders must be placed prior to the end of the Term. Any unused tasking quota shall automatically expire at the end of the applicable Term.
- (b) Planet shall continue to process all Assured Tasking Orders placed prior to the end of the Term until seven (7) calendar days after the end of the Term at which point any outstanding orders will be canceled.
- (c) Tasking Orders submitted by Licensee that utilize the Order Lock-In feature and are confirmed by Planet are non-refundable and, in any event, will be deducted from Licensee's available quota.
- (d) Licensee agrees that it shall use the Tasking API/Dashboard in good faith (e.g. by not placing multiple conflicting Assured Tasking Orders and Flexible Tasking Orders in the same Area of Interest.) If Planet determines, in its sole discretion, that Licensee is misusing the Tasking API/Dashboard, Planet reserves the right to charge Licensee or deduct from Licensee's available quota, for any such misuse.
- (e) The Tasking Dashboard is optimized for the following modern desktop browsers only: Chrome and Firefox.
- (f) For any Assured Tasking Orders for which Licensee has the right to distribute or resell to an End User (as explicitly set forth in the usage rights of the Order Schedule), then Licensee must also include the End User information sufficient to allow Planet to conduct requisite regulatory compliance and government security checks, including: (a) End User contact name; (b) End User company name, address, telephone number; and (c) any other information reasonably requested by Planet.