

PLANET LABS END-USER LICENSE AGREEMENT

This End-User License Agreement (“**EULA**”) between End-User (“**you**,” “**your**”) and Planet Labs Inc. (“**Planet Labs**,” “**we**,” “**us**,” “**our**”) is the basis upon which we provide Content to licensees. End-User and Planet Labs may be referred to in this EULA individually as a “**Party**” or collectively as “**Parties**.”

The following terms and conditions represent a legally binding contract between End-User and Planet Labs for the use of Content.

1. DEFINITIONS

“**Content**” means any imagery, data, product, value-added product, service, analysis, tool, or work licensed by Planet Labs under the terms of this EULA, including, without limitation, information products and digital data sets.

“**Derivative Product**” means any product or information derived and developed by you from Content that does not contain any source image data from the Content (including a reasonable facsimile of the Content) and is irreversibly modified and uncoupled from the Content.

“**End-User**” means any ONE of the following that accepts the terms of this EULA and is supplied with Content:

- one individual;
- one company or corporation, not including subsidiaries, affiliates, or representative offices;
- one office or department of a civilian national agency/ministry at the cabinet level;
- one civilian national agency/ministry below the cabinet level;
- one office or department of a branch of a national military;
- one office or department of a national defense agency, national intelligence agency, or unified command;
- one federated state or provincial agency/ministry, county, or local government;
- one nongovernmental organization or nonprofit organization within a single country;
- one educational organization within a country;
- one office or department within an international organization, institution, or agency, including the United Nations or European Union; or
- any one entity or equivalent to any of the entities listed above.

“**End-User Access Account**” means an individual account provided by us, including unique authorization credentials, that permits you to access the Content through our application programming interface (API).

“**Purchaser**” means any legal entity or government agency that enters or intends to enter into a binding agreement with us to obtain Content provided under the terms of this EULA.

“**Value-Added Product**” or “**VAP**” means any product generated by you that contains source image data from the Content (including a reasonable facsimile of the Content) that has been by modified through higher processing, technical manipulations, or the integration of additional data.

2. ACCEPTANCE OF LICENSING TERMS

You agree to be bound by the terms of this EULA by doing any of the following:

- accepting, wholly or partially, a quote for the supply of the Content;
- agreeing in writing to the terms of this EULA;
- opening the package containing the Content;
- downloading, installing, or using the Content on a computer or other electronic device;
- developing, using, or making available any Derivative Product;
- damaging or destroying the Content;
- retaining the Content for more than five days following receipt; or
- accessing the Content either through an End-User Access Account or, if a different delivery mechanism is selected by us, opening the package containing the Content.

A license granted under this EULA is nontransferable, unless otherwise approved in writing by us. We reserve all rights not expressly granted by this EULA or other signed writing between the Parties.

3. SCOPE

The license type (“**License Type**”) identified at the time of purchase of the Content determines the number or group of End-Users granted a license to engage in permitted use. There are four standard License Types:

License Type	Number of End-Users
Single-User	1
Multi-User	5
Enterprise	10
Expanded	11+

Unless a Single-User License Type is purchased for—and the terms of this EULA are accepted by—an alternate licensee identified to us at the time of purchase, the

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Purchaser is the End-User. Rights granted under the other License Types may be passed to multiple End-Users in accordance with the definitions above up to the maximum number permissible if all licensees

- have been identified at the time of purchase;
- have been provided an End-User Access Account or other access permissions provided by us; and
- agree in writing to be bound by this EULA.

Additionally, several government License Types are available for purchase as described below. Each government License Type designates a group of government agencies/ministries within a single country (“Group”) as a single End-User. The following government License Types only permit nonprofit/noncommercial use by the End-User.

License Type	Group
ALL-CIV	All civilian government agencies/ministries, at the federal/national, state/provincial, county, local, and municipal levels.
ALL-GOV	All civilian and military government agencies/ministries at the federal/national, state/provincial, county, local, and municipal levels. For the United States, includes all Title 50 organizations as defined in 50 USC 401a.
FED-CIV	All federal civilian government agencies/ministries.
MOD/Title50	All defense agencies/ministries. For the United States, includes all Title 50 organizations as defined in 50 USC 401a.
STATE-CIV	All state/provincial, county, municipal, and local government agencies/ministries of a single federated state /province.

You may grant a temporary sublicense to an independent contractor or consultant if

- the contractor/consultant agrees in writing to be bound by this EULA;
- the sublicensee uses the Content solely for purposes consistent with permitted use and immediately deletes the Content and all copies upon completion of the assigned tasks; and
- you assume responsibility for noncompliance by the sublicensee, whose breach of this EULA will be

considered a breach by you.

4. GRANTED LICENSE AND PERMITTED USES

In consideration of the mutual covenants herein and for other good and valuable consideration, and conditioned upon your acceptance of and compliance with all terms of this EULA, we grant you a limited, nonexclusive, nontransferable license to

- make unlimited copies of the Content for internal use only;
- use, alter, and modify the Content to create VAPs for internal use;
- redistribute reduced resolution data sets with a ground sampling distance degraded to 30 meters or more and with the proper copyright conspicuously displayed: “Includes material © (Year) Planet Labs Inc. All rights reserved.”;
- use the Content to create a Derivative Product without restriction;
- make the Content or VAP available to consultants and contractors for customization with no right to sublicense or otherwise transfer to a third party;
- display the Content or VAP on an internet site at full resolution for noncommercial purposes in a nondownloadable, noninteractive fashion that does not allow a third party to access the Content or VAP as a standalone file and with the proper copyright conspicuously displayed: “Includes material © (Year) Planet Labs Inc. All rights reserved.”; and
- publish the Content or VAP in a nondigital format for noncommercial purposes in research reports or similar publications with the proper copyright conspicuously displayed: “Includes material © (Year) Planet Labs Inc. All rights reserved.”

Unless otherwise agreed in writing between the Parties, you must not

- sublicense, sell, rent, lease, or otherwise transfer or assign the Content to a third party, except as expressly provided in this EULA;
- copy or otherwise reproduce the Content except as provided in this EULA;
- use the Content or a VAP for any purpose not expressly permitted under this EULA;
- remove, bypass, or circumvent any electronic or other form of protection included in the Content;
- reverse engineer or otherwise attempt to derive the algorithms, databases, or data structures from which the Content is derived;

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- alter or remove any copyright notice or proprietary legend contained in or on the Content; or
- use the Content in any manner that violates the Planet Labs Code of Ethics, available at <https://www.planet.com/ethics>.

5. LICENSE UPGRADE

You are free to redistribute Derivative Products without restriction. To redistribute Content or VAPs for commercial purposes or any other purpose not permitted by this EULA, you must request additional licensing from us. We may grant licensing allowing additional use upon the conclusion of a license upgrade for which the appropriate license fees will have been paid (“**License Upgrade**”). The relevant License Upgrade will be attached as an amendment to this EULA. The inclusion of Content or imagery and data contained in Content in any product for resale or distribution is considered value-added work and is not allowed under this EULA without purchasing the necessary License Upgrade.

6. INTELLECTUAL PROPERTY

Content and data contained in the Content are owned by us or our licensor and protected by the laws of the state of California, the United States, and applicable international laws, treaties, and conventions regarding intellectual property or proprietary rights. We or our licensor retain all rights, title, and ownership interest not granted under this EULA. From the date of acceptance of this EULA by one of the means listed above, you will employ all reasonable efforts to protect Content, or any part of the Content, from unauthorized use, distribution, disclosure, or publication. We or our licensor retain all rights over Planet Labs trademarks.

7. PROPRIETARY INFORMATION

Content contains information proprietary to us or our licensor. You will not alter or remove any copyright notice or proprietary statement contained in or on the Content, unless otherwise agreed by us. Furthermore, you will impose this same obligation on any contractor or consultant you engage.

8. LIMITED WARRANTY

We warrant we have sufficient rights in the Content to make it available to you under the terms of this EULA.

We make no warranty as to the suitability of Content or its fitness for your requirements or intended purposes. We make no warranty that Content is free of errors, defects, or omissions, or that the operation and use of Content will be error-free, uninterrupted, or that all non-conformities can or will be corrected.

Except for the above express limited warranty, we disclaim all other warranties of any kind—express or

implied—including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, noninterference, system integration, and noninfringement. The content and any accompanying documentation are provided “as is.” We do not warrant that Content will meet your needs or expectations.

9. LIMITATION OF LIABILITY

Subject to the extent applicable law requires liability, we will not be liable to you for costs of substitute goods or services; lost profits, lost sales, or business expenditures; investments or other business commitments; lost goodwill; or any indirect, incidental, consequential, or punitive damages arising out of or related to this EULA or the use of any Content. In no event will our aggregate liability under all claims relating to the Content or otherwise arising out of this EULA exceed the total amount paid by Purchaser or End-User to access and use the Content.

We disclaim any liability not expressly provided for above.

10. INDEMNIFICATION

You will indemnify us and our licensors, and our/their respective owners, officers, directors, employees, and agents, from all loss, damages, claims, expenses, or attorney’s fees sustained by or asserted against us arising from or connected with (a) your use of the Content for any purpose; (b) your breach of any term of this EULA; or (c) any property damage or injury to or death of any person directly or indirectly caused by you. We will provide you notice of any claim. We will have the right to participate in the defense of any claim at our expense.

11. COMPLIANCE WITH LAWS

Content may be subject to U.S. and Canadian laws and regulations, including regulations of exports and dealing with embargoed countries or denied parties. You will not export, re-export, import, or transfer any Content in violation of U.S., Canadian, or other applicable laws, whether directly or indirectly, and will not assist or facilitate others in doing any of the foregoing. You acknowledge your responsibility to comply with all applicable laws and regulations in connection with use of Content, including, without limitation, all export and import laws.

12. TERM AND TERMINATION

This EULA runs for an unlimited term. Upon our request, you will provide reasonable assurances to us that your use of the Content is consistent with this EULA. We may terminate this EULA with immediate effect by notice to you in writing if you breach any term of this EULA. In this case, you will have no claim to any remedy or refund of license fees paid. If you use any Content in an unauthorized

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manner or otherwise violate this EULA, we may, at our option, select any one or more of the following remedies in addition to any remedy available at law:

- demand return of the Content;
- enjoin your use of the Content;
- charge you a fee appropriate to your use of the Content; or
- charge you for reasonable inspection and enforcement costs.

Upon termination, you will delete all Content and provide evidence of its deletion to us. All provisions of this EULA that by their nature contemplate performance after termination will survive termination of this EULA.

13. APPLICABLE LAW AND VENUE

The laws of the state of California, USA, excluding conflict of laws principles and the United Nations Convention on Contracts for the International Sale of Goods, will govern all matters relating to this EULA. The exclusive jurisdiction

and venue for any legal action arising out of this EULA will be San Francisco, California. A material breach of this EULA adversely affecting our proprietary rights may cause irreparable harm to us, for which a remedy at law would be inadequate; we will be entitled to injunctive relief in addition to any remedy we may have under this EULA or at law.

14. COMPLETE AND BINDING EULA

Subject to any specific terms of an order for Content incorporating this EULA, this EULA constitutes the complete and exclusive understanding between the Parties relating to its subject matter. It supersedes all prior and contemporaneous representations, correspondence, proposals, or licensing agreements, whether oral or written. If any provision is determined to be invalid or unenforceable, the remaining provisions of this EULA will continue to be valid and enforceable. Our failure to enforce any of the provisions in this EULA will not constitute a waiver of our right to do so.

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