

PLANET LABS GERMANY GMBH
MASTER CONTENT LICENSE AGREEMENT
NICFI CONTRACT: PROCUREMENT OF HIGH-RESOLUTION SATELLITE IMAGES

Planet Labs Germany GmbH (hereinafter “**Planet**” or “**Licensor**”), through the prime contractor Kongsberg Satellite Services AS, has entered into an agreement (the “**Prime Contract**”) with the Norwegian Ministry of Climate and Environment (the “**Ministry**”) in order to make certain high-resolution satellite imagery Content (as defined below) accessible to certain General Partners (each, a “**Licensee**”) and their respective Authorized Users (as defined below) who are advancing the work of Norway’s International Climate and Forests Initiative (“**NICFI**”). Access to and use of the Platform and the associated Content (as such terms are defined below) is intended to support and facilitate the Purpose, as defined below. All use of the Platform and Content made available hereunder is subject to the terms of this Master Content License Agreement (the “**Agreement**”).

NOW, THEREFORE, in consideration of the mutual promises, agreements and conditions stated herein, Planet, and Licensee hereby agree as follows:

1. Definitions

1.1 General Definitions

“Agent” means a third-party provider to a General Partner (e.g. consultant, contractor, service provider).

“Archive” means the stored Content currently available for access through the Platform.

“Authorized User” means an employee or Agent of a General Partner.

“Content” means data generated from satellite imagery made available to Licensee pursuant to the terms of this Agreement and as set forth in detail below, provided that Licensee acknowledges and agrees that the Licensor (solely to comply with the written instruction of the Ministry) may elect to limit the access to and distribution of the Content throughout the Term:

PRODUCT	DESCRIPTION
Surface Reflectance Mosaics Underlying Scenes - PlanetScope	Analysis-Ready VNIR 3.7m PlanetScope Scenes Time Period: September 2020 – September 2022 and as extended for 1 + 1 years Usage Rights: Internal Use Rights
Surface Reflectance Mosaics Underlying Scenes – PlanetScope & RapidEye	Analysis-Ready VNIR Time Period: December 2015 – September 2020 2015-2016: RapidEye (5.5m) Scenes 2016-2020: PlanetScope (3.7m) Scenes Usage Rights: Internal Use Rights

PlanetScope Daily Scenes	View-Access to Daily Optical Imagery at planet.com/explorer 3.77m Optical Imagery Usage Rights: View Access
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“Derivative Product” means any product or information derived and developed by Licensee from the Content primarily in support of the Purpose, and that does not contain any source image data from the Content and is irreversibly modified and uncoupled from the Content.

“General Partners” means those partners that are eligible to be granted access to the Content hereunder.

“Non-Commercial” means using the Content with the primary purpose of fulfilling the Purpose, and not for the primary purpose of financial gain. For example, permitted, non-commercial uses include (but are not limited to) the following: (i) a government institution uses Content to improve resource management plans; (ii) a local NGO and journalists use Content to document and trigger prosecution of illegal land grabs; (iii) a government institution uses Content as reference data to improve annual deforestation estimates; (iv) a commercial company uses Content to generate automatic deforestation alerts; (v) a commodity trader uses Content to conduct internal reviews of suppliers’ adherence to zero-deforestation commitments; (vi) a commercial analytics company uses Content to improve environmental risk assessment and ratings of specific companies; and (vii) an enforcement agency uses Content for enforcement actions related to the Purpose. And, for example, non-permitted, commercial uses include (but are not limited to) the following: (a) a hedge fund uses Content to create profitable derivative products for commodities trading, with no primary intention for or progress towards achieving the Purpose; (b) a commercial organization uses Content to create lucrative derivative products for industrial precision agriculture, with no primary intention for or progress towards achieving the Purpose.

“Platform” means the application programming interface and graphical user interface that is made available to Licensee hereunder, which enables Licensee to access Content, and which Platform consists of tools and services designed for searching, viewing, and Downloading Content.

“Purpose” means use of the Platform and associated Content for the primary purpose of reducing and reversing the loss of tropical forests, contributing to combating climate change, conserving biodiversity, contributing to forest regrowth, restoration and enhancement, and facilitating sustainable development as it relates to forest and land use , which use must be Non-Commercial.

“Scene(s)” means a sensor-based frame, representing multiple frames from the Content source that are super-resolved into a single scene.

“Surface Reflectance Mosaics” means a collection of 4-band, orthorectified imagery that is primarily used to derive objects, features, or numeric values.

1.2 **Usage Rights:** The following usage rights apply as applicable to the Content listed above, which usage rights may be adjusted by Licensor (solely to comply with the written instruction of the Ministry) upon written notice (including notice provided during the log-in process to the Platform).

“Download” means the right to download the Content from the Platform during the Term, as defined in Section 7.

“Internal Use Rights” means the right to (i) use, access, view, and Download the Content through the Platform; (ii) to reproduce, store, display, and print Content; and (iii) create Derivative Products; solely to fulfill the PURPOSE.

“View Access” means the limited right to access and view (but not Download) Content through the Platform during the Term and solely in support of the Purpose.

2. Delivery of Content

During the Term (defined in Section 7.1, below), Planet will use commercially reasonable efforts to provide or make the Content available to the Licensee via the Platform or as otherwise agreed to by the Parties herein. Content will be

deemed delivered when it is first made available for access via the Platform and shall continue to be available to Licensee during the Term.

3. License

3.1 License Grant. Subject to the terms and conditions of this Agreement, Planet hereby grants to Licensee a limited, nontransferable, nonexclusive, non-sublicensable, non-assignable, revocable license to allow its Authorized Users to access the Platform and the Content (the “Licensed Materials”) for use solely as set forth herein. Licensee is responsible for all acts and omissions of its Authorized Users.

3.2 Restrictions. Licensee may not use the Licensed Materials for any purpose except as expressly set forth in this Agreement. By way of example, and without limiting the generality of the preceding sentence, Licensee will not: (a) alter, remove, or obscure any proprietary notices, watermarks or legends included or embedded in the Licensed Materials; (b) use the Licensed Materials in violation of applicable laws or regulations; (c) adapt, alter, publicly display, publicly perform, translate, create derivative works of, or otherwise modify the Licensed Materials except as expressly authorized under this Agreement; (d) sublicense, lease, rent, loan, transfer or distribute the Licensed Materials to any third party; (e) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code for the Platform; or (f) allow third parties to access or use the Licensed Materials, including without limitation in any application service environment, service bureau, or time-sharing arrangements.

3.3 Reservation of Rights. Except for the license granted to Licensee under Section 3.1 of this Agreement, Planet retains all right, title and interest, including all intellectual property rights, in and to the Licensed Materials and all other Planet intellectual property. All rights not expressly granted in this Agreement are hereby reserved by the respective Parties.

3.4 Findings. Licensee shall endeavor to provide its findings (i.e. reports, analysis, etc.) regarding the Purpose (“Findings”) to Planet upon Planet’s reasonable request, and only to the extent that providing such Findings is not unduly burdensome or otherwise in violation of law or against advice of counsel.

4. Use of Name, Attributions and Press Releases

4.1 Right to Use the Other’s Name. *If mutually agreed by the Parties in writing*, each party may use the other party’s trademarks, name and logos in its marketing materials and on its website for the sole purpose of identifying the granting party as a licensee or licensor (as applicable) of the Content. All use of the granting party’s trademarks, name and logos by the receiving party will be in accordance with the granting party’s then-current marketing and branding guidelines and restrictions, including any such guidelines and restrictions provided to Licensee by Planet from time to time.

4.2 Attributions. Licensee will include an attribution that identifies Planet as the licensor of the Content and the Platform in all legal notices, “about” screen, user documentation, or other location that Licensee uses to identify third-party licensors, and must (at a minimum) include the following attribution: “Image © 20XX Planet Labs Inc.” where xx denotes the current year. Licensee will reasonably cooperate with and assist Planet to enable Planet to monitor and ensure compliance with Planet’s quality requirements and branding guidelines and restrictions. All goodwill related to use of Planet’s trademarks will inure to Planet.

4.3 Press Releases and other Co-Promotions. Neither party shall issue a press release regarding this Agreement without the other party’s prior written consent.

5. Notice of Unauthorized Use; Misuse

5.1 Licensee will immediately notify Planet in writing if it discovers or suspects any unauthorized use, access to or disclosure of the Content or the Platform, in whole or in part.

5.2 Planet reserves the right to temporarily suspend or limit Licensee's access to the Platform in the event that Licensee's usage: (i) exceeds the scope of the license (e.g. use of the Content for something other than to fulfill the Purpose, (ii) unduly burdens the system (e.g. use of an algorithm that downloads the same Content thousands of times, and unduly blocks bandwidth or causes excessive download fees to Planet), or; (iii) otherwise is inconsistent with normal usage (attempting to download a "View Only" product, or downloading excessively). In any such event, Planet shall contact Licensee to review and attempt to resolve the matter. Planet reserves the right to charge the Licensee, and Licensee agrees to pay, Planet's costs associated with any such excessive use in the event that Licensee fails to respond to and address the matter in a timely manner, not to exceed one (1) business day after Planet's initial contact.

6. Reserved

7. Term, Termination

7.1 Term. This Agreement shall commence as of September 23rd 2020 and end as of September 23rd 2022 (the "Term"), unless extended in accordance with the terms of the Prime Contract.

7.2 Termination.

- (a) By Either Party for Cause. Either party may terminate this Agreement at any time if the other party has committed any material breach of this Agreement and has failed to cure such breach within thirty (30) days after receiving written notice of the breach from the other party (the "Cure Period").
- (b) By Planet. Planet may terminate this Agreement immediately, and without requirement for a Cure Period, upon notice to Licensee if Licensee: (i) violates any of the restrictions set forth in Section 3.2 (Restrictions) or otherwise uses the Licensed Materials outside of rights granted under this Agreement; or (ii) violates any of the terms set forth in Section 12.1 (Compliance with Laws) below.

7.3 Effect of Termination. Immediately upon any termination of this Agreement Licensee's access to the Platform and Content shall cease. In the event this Agreement ends pursuant to expiration of the Term and not as a result of Planet's termination of this Agreement pursuant to Section 7.2(a), and provided further that Licensee is in compliance with all terms hereof, Planet hereby grants Licensee a perpetual license to hold and use the Content accessed prior to termination subject to the license rights, conditions, and restrictions provided herein, and which license rights, conditions, and restrictions shall survive such expiration as if still in full force and effect. Notwithstanding the foregoing, if the Termination is by Planet pursuant to Section 7.2(a) (i.e. an uncured material breach by Licensee), then the license(s) granted hereunder shall immediately terminate, and Licensee shall immediately cease all use of the Licensed Materials and destroy all copies of the Content in Licensee's possession, custody, or control and (if destroyed) an officer of Licensee shall promptly certify to Planet the completion of such destruction. Termination of this Agreement by a party will be without prejudice to any other right or remedy of such party under this Agreement or under law.

8. Representations and Warranties

8.1 Representations. Each party hereto represents, warrants and covenants that it has the full right and authority to enter into this Agreement and to meet its obligations hereunder.

8.2 Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 8 (REPRESENTATIONS AND WARRANTIES), EACH OF THE CONTENT AND THE PLATFORM IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, AND PLANET EXPRESSLY DISCLAIMS ALL WARRANTIES WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, TITLE, NON-INFRINGEMENT, ACCURACY, UNINTERRUPTED OR ERROR-FREE PERFORMANCE, OR SECURITY. AUTHORIZED USER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES OTHER THAN THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT.

9. Limitation of Liability

EXCEPT FOR LIABILITY ARISING BASED ON A BREACH OF SECTION 3.2 (RESTRICTIONS), CLAIMS REQUIRED TO BE INDEMNIFIED UNDER SECTION 10.1 (INDEMNITY), OR LIABILITY ARISING BASED ON BREACH OF SECTION 12.1 (COMPLIANCE WITH LAWS): (A) IN NO EVENT WILL ANY PARTY HERETO BE LIABLE UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STATUTE OR OTHERWISE) FOR CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER INDIRECT DAMAGES OF ANY KIND (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR SUBSTITUTION OF SERVICES), REGARDLESS OF THE FORM OF ACTION, EVEN IF THE CLAIM WAS REASONABLY FORESEEABLE OR IF THE OTHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) IN NO EVENT WILL THE AGGREGATE LIABILITY OF ANY PARTY UNDER ANY AND ALL CLAIMS ARISING OUT OF THIS AGREEMENT (OTHER THAN FOR CLAIMS FOR PAYMENT OF AMOUNTS DUE) EXCEED ONE HUNDRED THOUSAND DOLLARS (USD \$100,000).. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THESE LIMITATIONS MAY NOT APPLY. THE FOREGOING PROVISIONS SHALL BE ENFORCEABLE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. PLANET (FOR ITSELF AND ON BEHALF OF ITS LICENSORS AND THE LICENSEE) HEREBY DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF THE USE OF THE DATA BY ANY THIRD PARTY.

10. Indemnity

10.1 By Licensee. Licensee agrees to indemnify, defend, and hold harmless Planet, its officers, directors, affiliates, and employees (the “Planet Indemnitees”) from and against any and all costs, damages, liabilities, fines, penalties and expenses (including, but not limited to, reasonable attorneys’ fees) (collectively, “Costs”) arising out of or in connection with any claim, suit, action, or proceeding (a “Claim”) brought by any third party against any Planet Indemnitee(s) to the extent that such Claim arises out of or results from: (i) that Licensee’s use of the Licensed Materials in violation of the terms and conditions of this Agreement; (ii) that Licensee’s violation of applicable state, local, national or other applicable laws or regulations; or (iii) infringement of any third-party rights resulting from that Licensee’s use of the Content including but not limited to combination of the Content with third-party content.

10.2 By Planet. Planet agrees to indemnify, defend, and hold harmless Licensee, its officers, directors, affiliates, and employees (the “Licensee Indemnitees”) harmless from and against any and all Costs arising out of or in connection with any Claim brought by any third party against any Licensee Indemnitee(s) to the extent that Licensee’s use of the Content infringes a third party’s validly issued copyrights, but specifically excluding any Claims arising based on any modifications to or combinations of the Content.

10.3 Indemnification Procedures. The forgoing obligations are subject to the following conditions: (a) the Planet or Licensee Indemnitee, as applicable (the “Indemnitee(s)”), shall provide the indemnifying party with prompt written notice of any such Claim; (b) the Indemnitee shall provide the indemnifying party with timely and reasonable cooperation, information, and assistance to defend and/or settle the Claim; (c) the Indemnitee shall grant the indemnifying party sole control of the defense and all negotiations for any settlement or compromise of such Claim, provided that no settlement of any Claim admitting liability of or imposing any duty or performance upon the Indemnitee shall be affected without the Indemnitee’s prior written consent (not to be unreasonably withheld); and (d) the Indemnitee may participate in the defense of any Claim with counsel of its choosing and at its sole expense.

10.4 THIS SECTION 10 STATES THE INDEMNIFYING PARTY’S ENTIRE LIABILITY AND THE INDEMNIFIED PARTY’S SOLE AND EXCLUSIVE REMEDY FOR ANY THIRD-PARTY CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION.

11. Confidentiality

11.1 Confidential Information. “Confidential Information” means all information disclosed by one party (“Discloser”) to the other party (“Receiving Party”) (in writing, orally or in any other form) that is clearly and prominently labeled as “Confidential”, at or before the time of disclosure, as confidential, or is provided under circumstances reasonably indicating that the information is confidential, including, without limitation, trade secrets, customer lists, business

plans, technical data, product ideas, personnel, contract (including the terms of this Agreement), and financial information. Confidential Information does not include information or material that (a) is now, or hereafter becomes, through no act or failure to act on the part of the Receiving Party, generally known or available to the public; (b) is or was rightfully known by the Receiving Party at or before the time such information or material was received from the Discloser, as evidenced by the Receiving Party's tangible (including written or electronic) records; (c) is furnished to the Receiving Party by a third party that is not under an obligation of confidentiality to the Discloser with respect to such information or material; or (d) is independently developed by the Receiving Party without any breach of this Agreement, as evidenced by the Receiving Party's contemporaneous tangible (including written or electronic) records.

11.2 Confidentiality Obligations. Each party will take all reasonable measures to protect the confidentiality of the other party's Confidential Information in a manner that is at least protective as the measures it uses to maintain the confidentiality of its own Confidential Information of similar importance, but in no case using less than a reasonable standard of care. Receiving Party will hold Confidential Information in strict confidence and will not disclose, copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of such information, or give or disclose such information to third parties, or use such information for any purpose whatsoever other than as necessary in order to fulfill its obligations or exercise its rights under this Agreement. Notwithstanding the foregoing, Receiving Party may disclose the other party's Confidential Information: (a) to employees, consultants, officers, directors, auditors, accounts, attorneys, advisors, and agents (including those of its affiliates) (collectively, "Recipients") that have a need to know such information, provided that Receiving Party will require that each such Recipient not otherwise bound by confidentiality obligations to sign a written nondisclosure agreement consistent with the confidentiality and nondisclosure provisions herein; and (b) to the extent Receiving Party is legally compelled to disclose such Confidential Information (including, but not limited to, pursuant to a subpoena, a compliance request with local law (e.g. Act of 19 May 2006 (Freedom of Information Act), Norwegian Personal Data Act), provided that Receiving Party is legally able to do so, Receiving Party gives reasonable advance notice of such compelled disclosure to the other party will cooperate with the other party (at the other party's expense) in connection with any efforts to prevent or limit the scope of such disclosure and/or use of the Confidential Information. Each party's obligations under this Section 11 will last for the Term of this Agreement and for a period of five (5) years thereafter. For the avoidance of doubt, notwithstanding anything to the contrary stated herein, Content is subject to the license terms set forth in Section 3 above, and the restrictions on disclosure and use contained therein are not subject to expiration or termination pursuant to this Section 11.

12. Compliance with Laws, Regulatory, and Disaster Relief, Audit

12.1 Compliance with Laws. Including but not limited to with respect to the disposition of the Content, Licensee shall comply fully with all applicable laws and regulations, which regulations include, without limitation, applicable anti-corruption laws and regulations, economic sanctions, and export controls. Without limiting the foregoing, Licensee 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. "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.

12.2 Regulatory. Licensee further acknowledges and agrees that Planet is licensed by various entities with respect to the Licensed Materials and that from time to time, Planet may be required to cease and/or limit operations and/or the collection or distribution of Content in certain areas for certain periods of time. Any compliance by Planet with regard to such regulatory requests shall, in no event, be considered a failure or breach hereunder.

12.3 Disaster Relief. From time to time, Planet may release certain Content to disaster relief efforts, the media, and/or other entities in support of such efforts.

12.4 Audit. Licensee hereby agrees that Planet may perform an audit of Licensee's records associated with the uses of the Platform and Content, which audit shall be conducted either by Planet or by a third-party independent auditor

selected by Planet. Such audit shall be conducted upon prior notice to Licensee of not less than five (5) business days and shall be conducted between 9am and 5pm in the time zone in which Licensee is located. If the results of any such audit reveal a breach of this Agreement, Licensee acknowledges and agrees that Planet: (i) shall require Licensee to immediately cease all use of the Platform and Content and destroy all Content in its possession; and (ii) shall have the right to require Licensee to pay the then-current fees chargeable by Planet for such breach in the event of unpermitted usage; and (iii) shall have the right to require Licensee to reimburse Planet for the costs of such audit.

13. Miscellaneous

13.1 No Exclusivity. This Agreement is non-exclusive, and Planet retains the right to license or otherwise provide the Licensed Materials licensed under this Agreement to any third party at any time in Planet's sole discretion.

13.2 Public Archive. Licensee acknowledges and agrees that Planet, at its sole discretion, may make any or all of the Content licensed under this Agreement available on a publicly accessible archive after delivery of the Content to Licensee, at a time, and under conditions, that Planet deems appropriate. Notwithstanding the foregoing, Planet will not release any Content to a public archive that is less than five (5) years old.

13.3 Notices. General notices shall be given by electronic mail to Licensee 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 provided during the registration process, 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 giving notice of the new address to the other party.

13.4 Force Majeure. Neither party will be liable for, or be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond such party's reasonable control.

13.5 Governing Law. This Agreement will be governed by and construed in accordance with the laws of England and Wales. 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 London Court of International Arbitration without recourse to the ordinary courts of law. The place of arbitration is London. The arbitral tribunal shall be composed of three (3) arbitrators. The language of the arbitral proceedings is English.

13.6 Assignment. Licensee may not assign or delegate any rights or obligations under this Agreement to any third party without the prior written consent of Planet. Planet shall not assign or delegate any rights or obligations under this Agreement to any third party without Licensee's prior written consent, which shall not be unreasonably withheld, provided that Planet may assign this Agreement without Licensee's prior written consent in the event the transfer is in connection with a transfer of all or substantially all of Planet's business or assets. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors, permitted assigns and legal representatives.

13.7 Feedback. When Licensee provides Planet with any feedback, comments or suggestions (collectively, "Feedback") about the Platform, the Content, any of Planet's products or services, this Agreement, and, in general, Planet, Licensee grants to Planet, under any right, title or interest Licensee may have in and to such Feedback, a non-exclusive, royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use that Feedback or to incorporate it into the Platform, the Content, any of Planet's products or services, this Agreement, or otherwise as Planet sees fit, entirely without obligation of any kind to Licensee.

13.8 Aggregate Data and Data Protection. Licensee acknowledges and agrees that Planet may obtain and aggregate technical and other data about their applicable use of the Licensed Materials *excluding* any personally identifiable information ("Aggregated Anonymous Data"), and Planet may use the Aggregated Anonymous Data to analyze, improve, support and operate the services and otherwise for any business purpose, during and after the term of this Agreement, including without limitation to generate industry benchmarks or best practices guidance, recommendations

or similar reports for distribution to and consumption by Licensee and other Planet customers and prospects. For clarity, this Section 13.8 does not give Planet the right to identify Licensee or any of its Authorized User as the source of any Aggregated Anonymous Data.

13.9 U.S. Government Rights. This Section applies to US Government clients or quasi-governmental agencies or organizations only. No technical data or computer software is developed under this Agreement. The Licensed Materials provided hereunder are “commercial items” as that term is defined at FAR 2.101. If Licensee is the U.S. Federal Government (Government) Executive Agency (as defined in FAR 2.101), Planet provides the Licensed Materials in accordance with the following: If acquired by or on behalf of any Executive Agency (other than an agency within the Department of Defense (DoD), the Government acquires, in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software), only those rights in technical data and software customarily provided to the public as defined in this Agreement. If acquired by or on behalf of any Executive Agency within the DoD, the Government acquires, in accordance with DFARS 227.7202-3 (Rights in commercial computer software or commercial computer software documentation), only those rights in technical data and software customarily provided in this Agreement. In addition, if DFARS Subpart 227.72 is applicable, DFARS 252.227-7015 (Technical Data – Commercial Items) applies to technical data acquired by DoD agencies. Any Federal Legislative or Judicial Agency shall obtain only those rights in technical data and software customarily provided to the public as defined in this Agreement. If any Federal Executive, Legislative, or Judicial Agency has a need for rights not conveyed under the terms described in this Section, it must negotiate with Planet to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement to be effective. If this Agreement fails to meet the Government’s needs or is inconsistent in any way with Federal law, and the Parties cannot reach a mutual agreement on terms for this Agreement, the Government agrees to terminate its use of the Licensed Materials and return the Licensed Materials and any other software or technical data delivered as part of the Licensed Materials, unused, to Planet. This U.S. Government Rights clause in this Section is in lieu of, and supersedes any other FAR, DFARS, or other clause, provision, or supplemental regulation that addresses Government rights in computer software or technical data under this Agreement.

13.10 Third-Party Beneficiaries. Except as expressly stated herein, nothing in this Agreement is intended to confer any rights or remedies on any person or entity that is not a party to this Agreement. The Parties expressly reserve the right to modify, amend, terminate or otherwise modify any provision of this Agreement upon mutual written agreement without the consent of, or notice to, any third party.

13.11 Subcontractors. In the event Planet engages a subcontractor to perform any of its obligations under this Agreement, Planet shall first enter into an agreement with such subcontractor that is no less protective than are the terms set forth herein. In all cases, Planet is and shall remain liable for the acts and omissions of any such subcontractor.

13.12 Privacy. Each party agrees to protect the privacy and security of personally identifiable information or data identifiable to an individual ("Protected Information"). However, the parties acknowledge and agree that no Protected Information is required to be exchanged pursuant to this Agreement. To the extent a party desire to share any such Protected Information, it must first provide written notice thereof to the other party, and obtain such party’s prior written consent before providing any such Protected Information. Once such consent is obtained, the requesting party may share Protected Information, in which case the following provisions shall apply.

13.13 Amendment. No modification of this Agreement or waiver of the terms and conditions hereof will be binding upon the Parties unless approved in writing by both Parties.

13.14 No Waiver. Failure by either party to enforce any term of this Agreement will not be deemed a waiver unless the waiver is in writing, signed by a duly authorized representative of the party to be bound and such waiver shall not affect the right of the party for future enforcement of that or any other term of this Agreement.

13.15 Severability. If any provision of this Agreement is held invalid or unenforceable at law, such provision will be deemed stricken from this Agreement and the remainder of this Agreement will continue in effect and be valid and enforceable to the fullest extent permitted by law.

13.16 Survival. Sections 3.2, 3.3, 4.2, 5, 7.2, 7.3, 8.2, 9, 10, 11, 12, and 13 shall survive expiration or termination of this Agreement.

13.17 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original and which together will constitute one and the same instrument.

13.18 Entire Agreement. This Agreement represents the entire agreement between the Parties and supersedes any and all prior understanding, agreements, or representations by or among the Parties, written or oral, related to the subject matter as set forth herein. No provision in either Parties' purchase orders, or in any other business form employed by either party will supersede the terms and conditions of this Agreement, and any such document issued by a party hereto relating to this Agreement shall be for administrative purposes only and shall have no legal effect.

