MASTER CONTENT LICENSE AGREEMENT

Effective April 18, 2024

BY EXECUTING AN APPLICABLE ORDER SCHEDULE, YOU, ON BEHALF OF YOURSELF OR YOUR ORGANIZATION (HEREINAFTER "**YOU**" OR "**LICENSEE**"), ARE EXPRESSLY AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS MASTER CONTENT LICENSE AGREEMENT (THE "**AGREEMENT**") TO THE EXCLUSION OF ALL OTHER TERMS; THESE TERMS ARE CONSIDERED AN OFFER BY THE APPLICABLE PLANET ENTITY AS STATED IN THE APPLICABLE ORDER SCHEDULE ("**PLANET**") OR THE ENTITY THROUGH WHICH YOU HAVE OTHERWISE PLACED YOUR ORDER (INDIVIDUALLY, A "**PARTY**" AND COLLECTIVELY, THE "**PARTIES**"), YOUR ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS AND THOSE SET FORTH IN THE ORDER SCHEDULE. YOU ALSO REPRESENT TO PLANET 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 GRANT THE RIGHTS AS SET FORTH HEREIN AND IN THE ORDER SCHEDULE AND MAKE THE CONTENT AVAILABLE TO LICENSEE ONLY UPON THE CONDITION THAT LICENSEE ACCEPTS THE TERMS OF THIS AGREEMENT. WRITTEN APPROVAL BEYOND EXECUTION OF THE ORDER SCHEDULE 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 IMPLICATION TO THE CONTRARY.

RECITALS

WHEREAS, Planet owns or has the right to grant licenses to the Licensed Materials (as defined in Section 3.1, below) as set forth herein and in an applicable Order Schedule; and

WHEREAS, Licensee desires to obtain a license to use the Licensed Materials subject to the terms hereof and as further set forth in an applicable Order Schedule.

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

1. Definitions

Any capitalized terms used, but not defined in this Agreement are defined in the General Definitions located at: https://www.planet.com/licensing-information/.

2. Delivery

During the Term (defined in Section 7.1, below), Planet will use commercially reasonable efforts to provide or make the Content available to Licensee via the Platform or as otherwise agreed to by the Parties in the Order Schedule. Content will be deemed delivered when it is first made available for access via the Platform, or when actually delivered if no Platform access is granted.

3. License

3.1 License Grant. Subject to the terms and conditions of this Agreement and the usage rights set forth in an applicable Order Schedule, Planet hereby grants to Licensee a limited, nontransferable, nonexclusive, non-sublicensable, non-assignable, revocable license to allow its Authorized Users to access the Licensed Materials (as defined below) for use solely as set forth in this Agreement and the applicable Order Schedule. The Content and Platform and any materials provided pursuant to a services engagement shall be referred to collectively as the "**Licensed Materials**." Licensee is responsible for any and all acts or omissions of its Authorized Users as if it had undertaken such acts or omissions itself.

3.2 Restrictions. Licensee may not use the Licensed Materials for any purpose except as expressly set forth in this Agreement and the applicable Order Schedule. 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 and the Order Schedule; (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; (f) allow third parties to access or use the Licensed Materials, including without limitation in any application service Licensee environment, service bureau, or time-sharing arrangements; or (g) use any aspect of the Licensed Materials as training or validation of any machine-learning model designed to replicate the Licensed Materials.

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 Third-Party Content. Planet makes Third-Party Content available to Licensee as a convenience and at no additional charge. Third-Party Content is subject to separate terms and conditions included in the Platform Terms of Service (or similar section). Planet makes no representations, warranties, covenants, or commitments with respect to any such Third-Party Content and Planet assumes no liability nor bears any responsibility in connection with any such Third-Party Content.

3.5 Evaluation (Non-Production Use). From time to time, Planet may make certain products available to Licensee for its own internal, noncommercial, evaluation purposes only, which products include imagery data, new products, new features, beta products, and early adopter products (collectively "**Evaluation Data**"). If Planet provides Licensee with Evaluation Data, Planet hereby grants to Licensee a limited, non-exclusive, non-transferable, non-sublicensable, non-assignable, revocable, license to use the Evaluation Data solely for Licensee's own internal testing and evaluation purposes. Evaluation Data is provided AS-IS and may contain bugs that may cause system or other failure and data loss.

4. Use of Name and Press Releases

4.1 Right to Use the Other's Name. If mutually agreed by the Parties in writing prior to use (email shall suffice), each Party may use the other Party's trademarks, name, and logos in its marketing materials in all media. 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.

4.2 Press Releases and other Co-Promotions. Neither Party will issue a press, media, or other information release with respect to this Agreement without the other Party's prior written consent.

5. Notice of Unauthorized Use; Misuse

5.1 Notice of Unauthorized Use. Licensee must immediately notify Planet in writing if Licensee discovers or reasonably suspects any unauthorized use, access to or disclosure of the Content or the Platform, in whole or in part.

5.2 Misuse. Planet may temporarily suspend or limit Licensee's access to the Platform if Licensee's usage: (i) exceeds the scope of the license specified in the Order Schedule or in this Agreement, (ii) unduly burdens the Platform, or (iii) is otherwise inconsistent with normal usage. In any such event, Planet will contact Licensee to review and attempt to resolve the matter. Planet may charge Licensee, and Licensee will pay Planet's costs associated with any such misuse if 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. Consideration

6.1 Fees and Payment. All applicable fees are set forth in the applicable Order Schedule ("**Fees**"), and all Fees are in the currency specified in the Order Schedule. Planet will issue an invoice indicating the Fees that are owed in accordance with the invoicing schedule set forth in the applicable Order Schedule. Any Fees not paid when due will be subject to interest, from the date the Fees were due to the date the payment was made, at the lower of one percent (1%) per month compounded monthly or the maximum interest rate allowed by law. Licensee will pay for all costs (including reasonable attorneys' fees) incurred by or on behalf of Planet to collect any past-due Fees under this Agreement. Licensee will pay all Fees under this Agreement in accordance with the applicable Order Schedule and associated invoice.

6.2 Taxes and Other Charges. Licensee will be responsible for all taxes and other amounts imposed by any governmental agency arising from this Agreement (except for taxes based on Planet's net income). The Fees set forth in the applicable Order Schedule are exclusive of all applicable transaction taxes, including sales and use, value-added and business taxes.

6.3 Suspension of Services. Should Licensee fail to make a payment to Planet within ten (10) days following the due date for any such payment, Planet may suspend any related services, including access to the Platform and Content, until such time as the invoice is paid in full. The foregoing remedy shall be in addition to any and all rights and remedies available to Planet pursuant to this Agreement, or at law and in equity.

6.4 Records and Audits. Not more than twice per year, Planet may perform an audit of the Licensee's records associated with use of the Licensed Materials, which may 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 during Licensee's regular business hours. If the results of an audit show an underpayment of Fees to Planet, Licensee shall pay the underpayment to Planet within five (5) business days of notice thereof, subject to payment of interest set forth in Section 6.1 above, and if the results of the audit show an underpayment of five percent (5%) or more of the Fees, then License shall also reimburse Planet for the costs of the audit.

7. Term, Termination

7.1 Term. This Agreement shall commence as of the Order Schedule Effective Date (as stated in the applicable Order Schedule) and shall continue for the duration of time specified in the Order Schedule (the "**Term**").

7.2 Termination.

(a) Order Schedule. Unless otherwise stated in the applicable Order Schedule, Licensee shall have no right to terminate any Order Schedule for convenience. Planet may terminate the Order Schedule(s) and this Agreement for convenience by providing Licensee with thirty (30) days written notice, provided however that Planet shall provide a pro-rata refund of any pre-paid but unearned fees paid by Licensee.

(b) 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 (including, without limitation, failure by Licensee to pay Planet any amounts due under this Agreement) and has failed to cure such breach within thirty (30) days (or ten [10] days for non-payment) after receiving written notice of the breach from the other Party (the "**Cure Period**").

(c) 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 applicable terms set forth in Section 12 (Compliance) below.

7.3 Effect of Termination. Immediately upon expiration or termination of this Agreement or an applicable Order Schedule for any reason: (a) Licensee's access to the Platform and Content shall cease, and Licensee shall pay any outstanding amounts owed to Planet hereunder; (b) 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 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 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), THE LICENSED MATERIALS, SERVICES, AND ANY OTHER INFORMATION PROVIDED BY PLANET ARE 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. LICENSEE 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 on Liability

EXCEPT FOR LIABILITY ARISING BASED ON A BREACH BY LICENSEE OF SECTION 3.2 (RESTRICTIONS), CLAIMS REQUIRED TO BE INDEMNIFIED BY EITHER PARTY UNDER SECTION 10 (INDEMNITY), LIABILITY ARISING BASED ON BREACH BY LICENSEE OF SECTION 11 (CONFIDENTIALITY), OR LIABILITY ARISING BASED ON BREACH BY LICENSEE OF SECTION 12 (COMPLIANCE): (A) IN NO EVENT WILL EITHER PARTY 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 EITHER PARTY UNDER ANY AND ALL CLAIMS ARISING OUT OF THIS AGREEMENT (OTHER THAN FOR CLAIMS FOR PAYMENT OF AMOUNTS DUE) EXCEED THE FEES PAID OR PAYABLE BY LICENSEE TO PLANET FOR THE APPLICABLE CONTENT OR SERVICES UNDER THE APPLICABLE ORDER SCHEDULE GIVING RISE TO THE CLAIM IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE UPON WHICH THE CLAIM FIRST AROSE. 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.

10. Indemnity

10.1 By Licensee. Licensee will indemnify, defend, and hold harmless Planet, its officers, directors, affiliates, partners, 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) Licensee's use of the Licensed Materials in violation of the terms and conditions of this Agreement; (ii) Licensee's violation of applicable state, local, national or other applicable laws or regulations; or (iii) infringement of any third-party rights resulting from Licensee's use of the Content (other than for Claims to be indemnified by Planet pursuant to Section 10.2) including but not limited to combination of the Content with third-party content.

10.2 By Planet. Planet will indemnify, defend, and hold harmless Licensee, its officers, directors, affiliates, and employees (the "**Licensee Indemnitees**") 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 (i) arising based on any modifications to or combinations of the Content; or (ii) arising based on Licensee's continued use of infringing Content following notice from Planet to cease any such use.

10.3 **Indemnification Procedures.** The forgoing obligations are subject to the following conditions: (a) the Party seeking indemnification (the "**Indemnitee**"), 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 agreed to 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, or is provided under circumstances reasonably indicating that the information is confidential. Confidential Information includes, without limitation, trade secrets, customer lists, business plans, technical data, product ideas, personnel, contract (including the terms of this Agreement and the Order Schedule), 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 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, 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. Except for one (1) copy that may be retained for legal record keeping purposes only, all Confidential Information will be returned to Discloser or destroyed within a reasonable period of time following Discloser's written request. Upon Discloser's written request, Receiving Party will also provide written certification, signed by an officer, of its compliance herewith. 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

12.1 Compliance with Laws. Including but not limited to with respect to the disposition of the Content, Licensee shall comply fully with all laws and regulations, to the extent applicable to Licensee or the Content. Such regulations may include, without limitation, the Foreign Corrupt Practices Act and other anti-corruption laws and regulations, economic sanctions administered by the U.S. Department of the Treasury, and export controls administered by the U.S. Department of Commerce, the U.S. Department of State, and other governments and governmental entities (collectively, "**Trade Control Laws**"). 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 a Sanctioned Jurisdiction or Restricted Party (as such terms are defined below), except as prior licensed or otherwise authorized under Trade Control Laws; (b) exported, reexported, transferred, re-transferred or otherwise shipped, directly or indirectly, in violation of any applicable Trade Control Laws; or (c) used for nuclear end-uses, rocket systems, unmanned air vehicles, chemical or biological weapons, maritime nuclear propulsion, weapons of mass destruction, or other restricted end-uses except as licensed or otherwise authorized under applicable Trade Control Laws. "**Sanctioned Jurisdiction**" means a country, region, territory, or government with respect to which the U.S. government imposes economic sanctions (e.g., Crimea, Donetsk, and Luhansk regions of Ukraine, Cuba, Iran, North Korea, and Syria). "**Restricted Party**" means an individual or entity included on any of the restricted party lists maintained by the U.S. Government (e.g., Specially Designated Nationals List, Foreign Sanctions Evader List, Sectoral Sanctions Identification List, Denied Persons List, Unverified List, Entity List, or List of Statutorily Debarred Parties).

12.2 Ethics. Licensee acknowledges receipt of Planet's Statement of Ethical Principles (https://www.planet.com/ethics/ or successor URL). Without limiting Licensee's obligation to comply with applicable international law, Planet may suspend or terminate Licensee's access to the Licensed Materials if Planet has a reason to believe that Licensee has used the Licensed Materials for the intentional targeting of civilians or in connection with the indiscriminate use of weapons.

12.3 Limitations on Planet's Operations. From time to time, Planet may be compelled by governmental licensing authorities to provide access to the Licensed Materials to regulators or others as may be required for compliance purposes. In addition, Planet may be required to cease or limit its operations, including the collection or distribution of Content in certain areas for certain periods of time. Planet's limitation on operations for the reasons set forth in this Section 12.3 (Limitation on Operations) shall not be considered a failure or breach of this Agreement.

13. Miscellaneous

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

13.2 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 Order Schedule 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.

13.3 Force Majeure. Except for Licensee's payment obligations, neither Party shall be liable for any failure or delay in performance under this Agreement due to fire, explosion, earthquake, storm, flood or other weather, unavailability of necessary utilities or raw materials, Internet service provider failures or delays, denial of service attacks, war, civil unrest, acts of terror, insurrection, riot, disease or viral outbreak or epidemic or pandemic, acts of nature or the public enemy, strikes or other labor problems, any law, act, order, proclamation, decree, regulation, ordinance, or instructions of government or other public authorities, or judgment or decree of a court of competent jurisdiction (not arising out of breach by such Party of this Agreement), or any other event beyond the reasonable control of the Party whose performance is to be excused.

13.4 Governing Law.

(a) If Licensee's registered or business address is in the 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 PBC**, and the following terms apply:

(i) This Agreement shall be governed by the laws of the State of California, without regard to its conflicts of law provisions.

(ii) 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 a 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, and no payment due or payable by the Parties hereto shall be withheld unless any such payment is or forms part of the subject matter of arbitration proceedings. 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.

(b) 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:

(i) This Agreement will be governed by and construed in accordance with the laws of Germany.

(ii) 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.

13.5 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. 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.

13.6 Feedback. If Licensee provides Planet with any feedback, comments or suggestions (collectively, "**Feedback**") about Planet or this Agreement, including, without limitation, the Platform, the Content, or any of Planet's products or services 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.

13.7 Updates to Offerings. Planet reserves the right to modify, update, or discontinue its products (including any portions or features) at any time, without liability. Planet will use reasonable efforts to notify Licensee of the modification, update, or discontinuation. If Planet discontinues a product in its entirety, Planet may, at its discretion, provide Licensee with a pro rata refund for any prepaid but unused fees for that Product

13.8 Aggregate Data. Planet may obtain and aggregate technical and other data about Licensee's use of the Licensed Materials *excluding* any personally identifiable data with respect to Licensee ("**Aggregated Anonymous Data**"), and, without limiting Planet's Privacy Policy (https://www.planet.com/privacy/ or successor URL) 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, 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 as the source of any Aggregated Anonymous Data.

13.9 U.S. Government Rights. No technical data or computer software is developed under this Agreement or any Order Schedule. The Licensed Materials provided hereunder are "commercial items" as that term is defined at FAR 2.101 and have been developed at private expense. Licensed Materials are provided with limited rights asserted by Planet.

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 Non-Solicit. Licensee shall not, without the prior written consent of a duly authorized officer of Planet, directly or indirectly solicit, hire, or otherwise retain as an employee or independent contractor any current or former employee, consultant, contractor, or subcontractor of Planet or any of its affiliates, during the Term of this Agreement and for a period of twelve (12) months after Planet's relationship with any such resource is terminated.

13.12 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 an authorized representative of each Party.

13.13 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.

13.14 Severability and Headings. 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. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

13.15 Survival. Sections 3.2, 3.3, 4.2, 5, 6, 7.2, 7.3, 8.2, 9, 10, 11, 12, and 13 shall survive expiration or termination of this Agreement.

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

13.17 Entire Agreement. This Agreement and the associated Order Schedule 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 and in the applicable Order Schedule. No provision in either Party's 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.

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. Please note that if you have an Order Schedule that contains "Tasking Credits" these terms do not apply - see https://www.planet.com/licensing-information/ for the applicable terms.

The Platform

Assured Tasking Orders can be submitted through the Planet tasking API ("**Tasking API**") or tasking dashboard ("**Tasking Dashboard**"). The Tasking Dashboard is optimized for Chrome and Firefox.

Order Specifications

Assured Tasking Orders are limited to Point and Line orders, and must be within the following parameters:

Order Type	View Angle	Solar Elevation Angle	Cloud Coverage[1]
Point	≤ 30°	> 10°	N/A
Line	≤ 30°	> 10°	N/A

Area of Interest, Time of Interest, and Quota

Licensee shall define an Area of Interest ("**AOI**") and a Time of Interest ("**TOI**"), which shall fall during the Term of the applicable Order Schedule. Licensee shall select from the times closest to the desired AOI and TOI ("**Imaging Window(s)**"), if available.

AOI and TOI	
Imaging Window	between ≤ 7 days and ≥ 6 hours prior to TOI
Express Imaging Windows	< 6 hours prior to TOI
AOI Minimum	25 sq km[2]

Upon delivery, Planet will deduct the applicable quota from Licensee's account. If Licensee has purchased Express Imaging Windows, additional quota will be deducted in accordance with the Licensee's Order

[1] Assured Tasking Orders are delivered "as-is." Planet makes no commitments as to weather conditions, or other factors outside of Planet's control.
[2] Quota will be charged in 25 sq km minimum increments.

Schedule, or as designated in the Platform. All Assured Tasking Orders shall be placed prior to the end of the Term. Any unused tasking quota shall automatically expire at the end of the applicable Term.

Latency and Delivery

Latency figures are estimates only, and may vary.

	Latency	Delivery
Orthorectified Products	≤ 12 hours from capture	Delivered via Platform
L1A Products	≤ 4 hours from capture	Delivered via Platform

Cancellation

Express Imaging Tasking Orders are non-cancelable. Any other cancellation requests shall be made in the Tasking API or in the Tasking Dashboard, or by way of email request to support@planet.com.

Cancellation Charges	
If notice is given ≥ 24 hours prior to TOI	No charge to cancel
If notice is given < 24 hours prior to TOI	Full quota charged to cancel

Archive

Archive	
Standard	Automatically added upon delivery
Archive Hold	Withheld for up to 30 days (see terms)

For standard orders, all Content collected as part of an Assured Tasking Order shall be automatically added to the SkySat Archive.

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 sending an email to support@planet.com. 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, provided however 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. For clarity, the SkySat Archive does not include information about Licensee. 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 or for compliance purposes. After the Archive Hold Period has lapsed, the Content will automatically be released into the SkySat Archive.

Technical Specifications

Certain variables impact the quality of the Content and Planet's ability to collect the Content, including weather, fire, active orders in the area, and satellite agility. Assured Tasking Orders are delivered "as-is." Planet makes no commitments as to weather conditions, or other factors outside of Planet's control. Assured Tasking Orders shall materially comply with the SkySat technical specifications set forth at: https://assets.planet.com/docs/Planet_Combined_Imagery_Product_Specs_letter_screen.pdf (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 must 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. If Planet is not able to fulfill an order in full by the end time set forth in the applicable Time of Interest due to those variables.

SKYSAT FLEXIBLE TASKING TERMS OF SERVICE

These SkySat Flexible 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**") deliver Flexible Tasking Orders (hereinafter referred to as "**Flexible 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. Please note that if you have an Order Schedule that contains "Tasking Credits" these terms do not apply - see https://www.planet.com/licensing-information/ for the applicable terms.

The Platform

Flexible Tasking Orders must be submitted through the Planet tasking API ("**Tasking API**") or tasking dashboard ("**Tasking Dashboard**"). The Tasking Dashboard is optimized for Chrome and Firefox.

Order Specifications

Flexible Tasking Orders must be within the following parameters based on order type:

Order Type	View Angle	Solar Elevation Angle	Cloud Coverage
Area	≤ 30°	> 10°	≥ 15%
Line	≤ 30°	> 10°	≥ 15%
Point	≤ 30°	> 10°	≥ 15%
Stereo	≤ 30°	> 10°	≥ 15%
Tri-Stereo	≤ 30°	> 10°	≥ 15%
Video	variable	> 10°	≥ 15%

[1] Cloud cover assessment is at Planet's sole discretion, and may be assessed by a combination of systemic and/or manual review. 10% and 5% cloud cover may be available at an additional cost and subject to a feasibility test.

Area of Interest, Time of Interest, and Quota

Licensee shall define an Area of Interest ("**AOI**") and a Time of Interest ("**TOI**"), which shall fall during the Term of the applicable Order Schedule.

Time of Interest	
Deadline	≥ 24 hours prior to TOI
Duration	≥ 14 calendar days

Upon delivery, Planet will deduct the applicable quota from Licensee's account, commensurate with the order type, as follows:

Minimum Quota Charges	
Area	≥ 2 km wide 25sqkm to 5,000 sq km (based on AOI ordered)
Line	Width = 5km Length = between 6km and 100km
Point[2]	25 sq km
Stereo	50 sq km
Tri-Stereo	75 sq km
Video	30-120 sec (min 30 sec. increments)

All Flexible Tasking Orders shall be placed prior to the end of the Term. Any unused tasking quota shall automatically expire at the end of the applicable Term; provided however that if a Flexible Tasking Order is placed by Licensee prior to the end of the Term and in accordance with these Terms of Service but not yet delivered, Planet will continue to attempt collection for up to seven calendar days after the end of the Term, at which point any outstanding orders will be canceled.

[2]For Point orders, the user can select a fixed circle for the AOI, which, when collected, will be delivered in a 25 sq km square. The orientation of the square in the imagery actually collected may vary. Quota for Point orders will be charged in 25 sq km minimum increments.

Latency and Delivery

Latency figures are estimates only, and may vary.

	Latency	Delivery
Orthorectified Products[3]	≤ 12 hours from capture	Delivered via Platform
Video Products	≤ 16 hours from capture	Delivered via Platform

Cancellation

Any cancellation requests shall be made in the Tasking API or in the Tasking Dashboard, or by way of email request to support@planet.com.

Cancellation Charges	
If notice is given ≥ 24 hours prior to TOI	No charge to cancel
If notice is given < 24 hours prior to TOI and Planet has not already scheduled Licensee's captures at time of cancellation	No charge to cancel
If notice is given < 24 hours prior to TOI and Planet has scheduled Licensee's captures at time of cancellation	Full quota charged to cancel

Archive

Archive	
Standard	Automatically added upon delivery
Archive Hold	Withheld for up to 30 days (see terms)

For standard orders, all Content collected as part of a Flexible Tasking Order shall be automatically added to the SkySat Archive.

[3] Some products, including surface reflectance assets, will have custom latency periods.

Except as provided below, if Licensee has purchased Archive Hold Period, the Content collected as part of such Flexible 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 sending an email to support@planet.com. 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, provided however 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. For clarity, the SkySat Archive does not include information about Licensee. 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 or for compliance purposes. After the Archive Hold Period has lapsed, the Content will automatically be released into the SkySat Archive.

Technical Specifications

Flexible Tasking Orders shall materially comply with the SkySat technical specifications set forth at: https://assets.planet.com/docs/Planet_Combined_Imagery_Product_Specs_letter_screen.pdf (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 must 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.

Certain variables impact the quality of the Content and Planet's ability to collect the Content, including weather, fire, active orders in the area, and satellite agility. If Planet is not able to fulfill an order in full by the end time set forth in the applicable Time of Interest due to those variables, quota will be adjusted as follows:

Type of Order	Quota Charge	Next Steps
Area	Pro rata based on Content delivered	Submit a new Flexible Tasking Order
All other order types	No Charge	Submit a new Flexible Tasking Order

[4] The revised TOI shall fall during the Term of the applicable Order Schedule.

END USER LICENSE AGREEMENT

This End User License Agreement ("**EULA**") is a fully effective and binding legal agreement between Capella Space Corp., a Delaware corporation, for itself or on behalf of its Affiliates (collectively, "**Capella**") and **End User** (as defined below) and contains the general terms, conditions and restrictions relating to End User's use of the Products accessed through the Capella Console's Terms of Service or a Customer Agreement. By indicating acceptance of the Capella Console's Terms of Service, signing a Customer Agreement and/or accessing, downloading or using any Product licensed under this EULA, you, on behalf of End User, are acknowledging having read and accepted this EULA and agree to be bound by the terms, conditions and restrictions of this EULA. Capitalized terms used in this EULA are defined in the Exhibit.

1. **Term**. The term of this EULA commences on the date End User may access the Product and continues indefinitely thereafter or for the duration of term under a Customer Agreement if shorter, subject to Capella's right to terminate this EULA earlier under Section 8 of this EULA.

2. **License**.

   (a) Permitted Uses. During the Term and subject to the terms, conditions and restrictions of this EULA, and the applicable Customer Agreement, Capella grants to End User a non-exclusive, non-transferable, non-sublicensable, limited and terminable license to:

   (i) access, use, reproduce and store the Products and Documentation solely for End User's Internal Use;

   (ii) process, modify, enhance, adapt and create Value Added Products solely for End User's Internal Use; and/or

   (iii) display or distribute the Products or Value Added Products in physical format, provided, that the Products or Value Added Products: (1) do not contain geolocation information, embedded or otherwise; (2) are not downloadable, savable, or otherwise capable of being electronically copied and pasted; and (3) are accompanied by the following copyright notice: "© Capella Space Corp. All Rights Reserved."

   (b) Authorized Users. End User Personnel are authorized to use the Products and Documentation as permitted under Section 2(a) above and in compliance with the restrictions in Section 2(c) below. End User shall inform all End User Personnel of the proprietary nature of the Products, Documentation and Value Added Products and the restrictions on disclosure thereof.

   (c) Restrictions on Use. Except as expressly authorized in Section 2(a) above, End User shall not, and shall ensure all End User Personnel do not:

   (i) use, copy, perform, merge, distribute, sublicense, transfer, assign, rent, sell, lease, loan, make publicly available, publish or otherwise exploit or commercialize the Products, Documentation or Value Added Products;

   (ii) use the Product, Documentation or Value Added Products for any purpose not specifically described in this EULA;

   (iii) remove, alter or obscure any Capella copyright notices or proprietary legends which appear in or on the Product or Documentation;

   (iv) reverse engineer, disassemble, decompile, adapt or otherwise attempt to derive the algorithms, source code, databases or data structures upon which the Products or Value Added Products are based, but only to the extent this restriction is permitted by Applicable Law; and/or

   (v) modify or use the Products, Documentation or Value Added Products in any manner that infringes the Intellectual Property Rights of a Third Party or take any action that would result in any Third Party obtaining ownership or other intellectual property rights in or to any of the Products,



Documentation or Value Added Products or any of Capella's Intellectual Property Rights incorporated or embedded therein.

(d) Feedback. If End User or End User Personnel provides Capella with any feedback, suggestions, recommendations, or other input regarding any of the Products, Documentation or Value Added Products, including without limitation new features or functionality relating thereto ("**Feedback**"), Capella is free to use such Feedback for any purpose. End User and End User Personnel hereby irrevocably assign, transfer, or otherwise convey to Capella, in perpetuity, all right, title, and interest in and to the Feedback, including, without limitation, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever. Capella is not required to use any Feedback.

(e) Retained Rights. All Intellectual Property Rights and uses of the Products, Documentation and Value Added Products not expressly granted by this EULA are reserved by Capella. Any uses of the Products, Documentation and/or Value Added Products beyond those expressly authorized herein requires prior written authorization from Capella.

3. Intellectual Property Rights and Reservation of Ownership.

   (a) Products, Documentation and Value Added Products. All right, title and interest in and to the Products, Documentation and Value Added Products, all Pre-Existing IP embodied in the Products, Documentation and Value Added Products, and any Intellectual Property Rights created by Capella during the term of this EULA are exclusively owned by Capella and protected by the laws of the State of California and all international laws, treaties and conventions applicable to Intellectual Property Rights.

   (b) SAR System. Capella is not obligated to provide End User, and End User acquires no right of any kind with respect to any SAR satellites, SAR satellite system ground stations, SAR satellite imagery production or processing hardware, software or systems infrastructure or algorithms, techniques and methodologies relating to Data or Products.

   (c) End User Proprietary Materials. All right, title and interest in and to any End User Proprietary Materials contributed to a Value Added Product under this EULA is exclusively owned by End User.

4. Confidentiality. End User acknowledges that the Pre-Existing IP embodied in the Products, Documentation and Value Added Products is confidential information. End User shall, and shall ensure that End User Personnel, protect such Pre-Existing IP as the confidential information of Capella in perpetuity, unless otherwise agreed in writing with Capella. Any breach of this Section 4 shall constitute a breach of the EULA and result in termination of this EULA and the right of End User and End User Personnel to access and use the Products, Documentation and whole or part thereof in any Value Added Products.

5. DISCLAIMER OF WARRANTY. END USER AGREES THAT CAPELLA HAS NOT MADE NOR SHALL IT BE DEEMED TO HAVE MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS AND DOCUMENTATION BEING LICENSED TO END USER BY CAPELLA OR UNDER A CUSTOMER AGREEMENT. THE PRODUCTS AND DOCUMENTATION ARE LICENSED "AS IS" AND WITHOUT WARRANTY AS TO ITS ACCURACY, COMPLETENESS OR USEFULNESS TO END USER. CAPELLA EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OR REPRESENTATIONS ARISING BY LAW, COURSE OF PERFORMANCE, CUSTOMER AGREEMENT OR USAGE IN THE TRADE OR OTHERWISE, WITH RESPECT TO ANY PRODUCTS OR DOCUMENTATION END USER LICENSES FROM CAPELLA OR UNDER A CUSTOMER AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, DESIGN, FITNESS FOR A PARTICULAR PURPOSE, AGAINST INFRINGEMENT OR THAT THE PRODUCTS OR DOCUMENTATION WILL BE ERROR-FREE OR NON-DEFECTIVE, EVEN IF CAPELLA OR AN AUTHORIZED RESELLER HAS BEEN INFORMED OF SUCH PURPOSE.



6. LIMITATION OF LIABILITY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER CAPELLA, ITS DIRECTORS, OFFICERS, EMPLOYEES, STOCKHOLDERS, AFFILIATES NOR ITS LICENSORS SHALL BE LIABLE TO END USER FOR ANY LOSSES, DAMAGES, COSTS OF PROCUREMENT FOR SUBSTITUTE PRODUCTS; LOST PROFITS, LOST SALES, OR BUSINESS EXPENDITURES; INVESTMENTS OR OTHER BUSINESS COMMITMENTS; LOST GOODWILL; OR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO END USER'S OR END USER PERSONNEL, OR ANY OTHER PERSON'S ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE PRODUCTS OR DOCUMENTATION OR FOR CORRUPTION OF DATA IN THE PRODUCTS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. Indemnification. End User shall indemnify, defend and hold harmless Capella from and against all losses, damages, claims, expenses, or attorney's fees sustained by or asserted against Capella, its directors, officers, employees and/or stockholders by a third party arising from, relating to or in connection with (a) End User's breach of any provision of this EULA; (b) End User or End User Personnel use of the Product; (c) End User's development or use of Value Added Products, including, without limitation, for claims of infringement, misappropriation or violation of the Intellectual Property Rights of a third party.

8. Termination. Capella may terminate this EULA immediately upon written notice to End User of the breach of any provision of this EULA by End User or End User Personnel. Capella may also immediately suspend or terminate this EULA and associated license rights with respect to individual or all Products and Documentation licensed to End User under this EULA upon written notice to End User if a government authority limits or restricts Capella from collecting and/or distributing such Data and/or Products. Upon termination of this EULA, all rights granted to End User under this EULA shall immediately terminate and End User shall delete or destroy all Products and Documentation licensed under this EULA and within thirty (30) days after such termination End User shall provide a written certification to Capella evidencing the deletion or destruction of such Products and Documentation. All provisions of this EULA that by their nature contemplate performance after termination shall survive termination of this EULA.

9. Specific Performance; Injunctive Relief. End User acknowledges that a remedy at law for any breach or attempted breach of this EULA will be inadequate. End User agrees that Capella shall be entitled to seek specific performance and injunctive and other equitable relief in case of any such breach or attempted breach from any court of competent jurisdiction and End User further agrees to waive any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief.

10. Compliance with Law.

    (a)You shall comply with all applicable laws and regulations with respect to the Products and Documentation and your use thereof, including all applicable domestic and international export laws, copyright laws, privacy laws, intellectual property laws, and regulations, including, without limitation, the U.S. Department of Commerce, U.S. Department of Defense, U.S. Department of State and U.S. Office of Foreign Assets Control (OFAC) regulations.

    (b) Upon Capella's or an Authorized Reseller's written request, End User shall certify in writing its compliance with the Product license and its compliance with the provisions of this EULA. If End User is unable to provide this certification, Capella reserves the right to terminate all of End User's licenses and rights under this EULA for such non-compliance in accordance with Section 8 of this EULA.

    (c) Capella or its authorized representatives shall have the right to perform an audit to determine End User's compliance with the terms, conditions and restrictions of this EULA and the licenses granted hereunder. Upon thirty (30) days prior written notice, End User will grant Capella's authorized representatives access to the business locations, books and records, and End User Personnel pertaining to End User's use of the Products, Documentation and Value Added Products. The audit will be conducted no more than once per twelve (12) month period, be limited to a three (3) year audit



period unless non-compliance findings are discovered, in which case the audit period can be expanded, conducted during reasonable business hours and be subject to reasonable confidentiality requirements.

11. Governing Law and Dispute Resolution. This EULA shall be governed by and construed in accordance with the laws of the State of California, USA, without reference to the choice of law principles thereof and excluding the United Nations Convention on Contracts for the International Sale of Goods. Except for any disputes, controversies or claims relating to the breach or attempted breach by a party of this EULA for which a party may seek equitable relief from any court of competent jurisdiction pursuant to Section 9 of this EULA, any and all disputes, controversies or claims arising out of or relating to the EULA shall be determined by binding arbitration pursuant to the Commercial Arbitration Rules of the AAA. The location of any and all arbitration proceedings shall be San Francisco, California, USA.

12. Third Party Beneficiary Rights. Capella is an intended third party beneficiary of the Customer Agreement pursuant to which End User is licensing the Products and Documentation as permitted under this EULA. Capella may enforce its rights and remedies under this EULA directly against End User and End User Personnel.

13. Miscellaneous. This EULA is the final integration of the agreement between the parties with respect to End User's license and use of the Products, Documentation, Value Added Products and the matters covered by it and supersedes any prior or contemporaneous understandings or agreements, whether oral or written. This EULA is binding on the parties and their successors, assigns, and legal representatives. You may not transfer, assign or delegate any of End User's rights or obligations under this EULA. This EULA may not be modified, amended or supplemented except by written instrument signed by Capella and End User. The failure or delay by a party to require performance of any provision of this EULA does not constitute a waiver. All waivers must be in writing and signed by the party granting the waiver. If any provision or portion of a provision of this EULA is declared void and/or unenforceable, such provision or portion shall be deemed severed from this EULA, which shall otherwise remain in full force and effect. English is the controlling language of this EULA for all purposes, and all versions of this EULA in any other language are for accommodation only and will not be binding on the parties. All notices under this EULA must be in writing in English and addressed to the other party's legal department. The email address for notices emailed to Capella is legal@capellaspace.com.

Last revised: December 10, 2020



EXHIBIT TO EULA

"Affiliate" means any legal entity controlling, controlled by or under common control with a party, where "control" means (a) the ownership of at least fifty percent (50%) of the equity or beneficial interest of the entity; (b) the right to vote for or appoint a majority of the board of directors or other governing body of the entity; or (c) the power to direct or cause the direction of the management and policies of such party by any means.

"Applicable Laws" means anti-bribery legislation enacted in the United States, including the Foreign Corrupt Practices Act, commercial bribery, domestic bribery, illegal gratuities, mail and wire fraud, and anti-kickback laws, as well as anti-money laundering, anti-terrorism, economic sanctions and export control laws, as well as all other relevant laws, regulations, rules orders and decrees that affect how the End User conducts its business. It also includes laws, regulations, rules, orders and decrees related to permits, licenses, and other authorizations necessary for the End User to exercise its rights and perform its obligations under this Agreement. Applicable Laws includes any amendments or modifications to such laws, regulations, rules, orders and decrees or permits, licenses and other authorizations enacted from time to time after the commencement of the Term.

"Authorized Reseller" means a reseller or distributor authorized by Capella pursuant to a written Reseller Agreement or other written agreement to distribute and resell licenses to End Users for use of the Products and Documentation.

"Customer Agreement" means any agreement between an Authorized Reseller and End User pursuant to which the End User obtains a license to use the Products and Documentation and create Value Added Products.

"Data" means the (a) raw unprocessed source SAR satellite imagery and information used to create Products; and (b) sensor configuration, sensor geometry and satellite ephemeris information which describes or qualifies such SAR satellite imagery and information.

"Documentation" means the user manuals and similar materials relating to the Products and licensed to End User by Capella or an Authorized Reseller pursuant to a Customer Agreement.

"**End User**" means a customer properly authorized by an Authorized Reseller pursuant to a Customer Agreement or by Capella to access and use the Products and Documentation for End User's Internal Use. Examples of End Users include any one (1) of the following:

- one company or corporation, not including 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;
- any one entity or equivalent to any of the entities listed above; or
- any entity as mutually agreed with Capella.

"End User's Internal Use" means use of the Product, Documentation and any Value Added Products solely for the End User's internal business purposes, subject to the terms, conditions and restrictions of the EULA.

"End User Personnel" includes an End User's (a) employees and contractors who are part of the End User's workforce and/or (b) subcontractors of the End User, provided the personnel described in subsections (a) and (b) have (x) obligations of confidentiality to the End User, and (y) a need to access and/or use the Products, Documentation and any Value Added Products solely for the End User's Internal Use, but excluding Affiliates of an End User.

"End User Proprietary Materials" means End User proprietary materials contributed to Value Added Products under this EULA, but excluding any Pre-Existing IP and other Intellectual Property Rights owned, developed or created by Capella and all derivative works thereof.

"Intellectual Property Rights" shall mean patents, copyrights, trade secrets, trademarks, service marks, and applications for and registrations of the foregoing, and all other proprietary and intellectual property rights, now or hereafter existing anywhere in the world.

"Pre-Existing IP" means (a) all Intellectual Property Rights, and (b) satellites, ground stations, imagery processing or production hardware and software systems, code, scripts, software programs, documentation, reports, materials, technology and other embodiments of Intellectual Property Rights, in each of cases (a) and (b), owned by Capella prior to the license of Products and Documentation under this EULA.

"Products" means Capella's product offerings, including, without limitation, Data, created by applying formatting or processing techniques to the Data or using the Data or Capella's products to create other product offerings, licensed to End User by Capella or an Authorized Reseller pursuant to a Customer Agreement.

"SAR" means synthetic aperture radar.

"Term" means that period that Customer is entitled to use the Products, Documentation and Value Added Products as set forth in the Customer Agreement or by Capella and further defined in Section 1 of this EULA.

"Third Party" means any individual, legal entity, corporation, limited liability company, partnership, other organization or government agency that is not a party to this EULA.

"Value Added Products" means (a) any goods or products in tangible, digital, electronic or other form that are created or developed from Products or Documentation; and/or (b) any addition, improvement, update, modification, transformation or derivative work of or to a Product, including, without limitation, reformatting of the Product into a different format or media from which is delivered to End User; any addition or extraction of data, information or other content to or from the Product or Documentation, or any copy or reproduction of the Product or Documentation.

-- END OF END USER INTERNAL USE LICENSE –