

Quote Number 00007396
Expiration Date 4/10/2020

Opportunity ID PL-0024185
Account Manager xxx

ORDERSCHEDULE

This Order Schedule is entered into as of the Contract Effective Date listed in Section 2 below by and between the Planet Labs entity listed in Section 1 below ("**Planet**") and the Licensee listed in Section 1 below and is made pursuant to and subject to applicable agreement(s) referenced in Section 5 (the "Agreement"). All capitalized terms used in this Order Schedule but not otherwise defined herein shall have the meanings given such terms in the Agreement and, unless otherwise specified, references to "Sections" refer to Sections of the Agreement. The terms of this Order Schedule shall control and govern over any inconsistent or conflicting terms of the Agreement.

1. PARTIES

PURCHASER

Entity Name The Forest Management Institute
Customer
Address Nábřežní 1326 Stará Boleslav, 250 01
Country Czech Republic

PLANET ENTITY

Entity Name Planet Labs Germany GmbH
Address Kurfurstendamm 22, 10719 Berlin
Country Germany

END USER (LICENSEE)

End User Name The Forest Management Institute
End User Country Czech Republic

2. CONTENT AND SCOPE OF USE

Order Type	Direct Sale	Contract Effective Date	8/1/2020
No. of Individual AOIs	1	Contract End Date	7/31/2021
Content Territory	Czech Republic	Term (Months)	12

Line Item	Quantity or Unit of Volume Measure	Start Date	End Date	Total Net Price
PlanetScope Seasonal Basemap Download for Government; Multi-Entity; Internal Use Rights	78,865 Per Sqkm	8/1/2020	7/31/2021	EUR xxx
PlanetScope Seasonal Basemap Download for Government; Multi-Entity; Internal Use Rights	78,865 Per Sqkm	8/1/2020	7/31/2021	EUR xxx
PlanetScope Seasonal Basemap Download for Government; Multi-Entity; Internal Use Rights	78,865 Per Sqkm	8/1/2020	7/31/2021	EUR xxx

EUR xxx

3. PAYMENT TERMS

The prices quoted herein will remain valid through Expiration Date. The invoice date is determined by the Billing Start Date and Billing Frequency indicated below. Fees are due and payable in accordance with the payment terms set forth below and the terms of the Agreement.

Billing Start Date	Same as Contract Effective Date	Payment Term	Net 30 from invoice date
Billing Frequency	Annual in advance		

4. DEFINITIONS AND SUPPLEMENTAL TERMS

In addition to those definitions and terms outlined in the Agreement, the following terms, if set forth in Section 2, shall also apply to this Order Schedule. All other terms are inapplicable.

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Definitions:

"Archive" means the Planet-stored Content currently available for access, which if ordered will be made available to the Licensee through the Platform.

"Authorized User" means those employees of Licensee who have been authorized by Licensee to access the Platform and use the Content solely in connection with the licensed usage permitted hereunder.

"BaseMap" means a collection of orthorectified imagery that form the background setting for a map.

"Campus" means the grounds where an academic institution's principal place of business is located.

"Conforming EULA" means a Licensee form of agreement that: (i) is a valid and binding written license agreement between Licensee and its End Users; and (ii) is substantially similar to and no less protective of Planet's rights and interests than those set forth in the [Minimum End User Terms](#) (available at <https://assets.planet.com/docs/minimum-end-user-terms-dpo-2019.pdf>) (as applicable) and referred to herein by reference.

"Content Territory" means the geographic location of Content that may be accessed by Licensee.

"Department" means a division of an academic institution's faculty devoted to a particular academic discipline.

"Derivative Product" means any derivative product or information developed by the Licensee from Content which does not contain any source image data and is irreversibly modified and uncoupled from the Content.

"Download" means any download of Content from the Platform.

"End User" means the end user to which Licensee (or an Authorized User) provides a Derivative Product.

"Feed(s)" means output(s) deliverables derived through the use of advanced machine learning techniques to create detections in the form of rasters, vectors or scalar representations. The term "Content" as defined in the Agreement shall be deemed to include Feeds.

"Building Feed" means Feeds for building detection.

"Plane Feed" means Feeds for plane detection.

"Road Feed" means Feeds for road detection.

"Vessel Feed" means Feeds for vessel detection.

"Tile View" means each view, by Licensee, its Authorized Users or its End Users, of a 256x256 pixel image (a "Tile") that represents a certain portion of the ground at a particular zoom level in a 2D projection of the earth.

Content Source:

"PlanetScope" means the Earth imagery gathered by the current constellation of Dove satellites, including any Dove satellites with the same functionality which are added to the constellation during the Term.

"RapidEye" means the Earth imagery collected by the current constellation of RapidEye satellites, including any RapidEye satellites with the same functionality which are added to the constellation during the Term.

"SkySat" means the Earth imagery collected by the current constellation of SkySat satellites, including any SkySat satellites with the same functionality which are added to the constellation during the Term.

Usage Rights:

"Access Only Rights" means the limited right to access and view Content through the Platform, provided that: (i) in all cases, the attribution requirements of the Agreement shall apply; (ii) Licensee shall prevent, and in no event permit, imagery-capture (screen-scrapes, tile grabbing, etc.) of Content; and (iii) notwithstanding anything to the contrary in the Agreement, Licensee's access to and use Content shall cease as of the end of the Line Item End Date.

"Display-Only Rights" means the right to display Basemaps(s) on a Licensee (or authorized third party) website, provided that: (i) in all cases, the attribution requirements of the Agreement shall apply; (ii) Licensee shall prevent, and in no event permit, the download or imagery-capture (screen-scrapes, tile grabbing, etc.) of the Basemaps; (iii) notwithstanding anything to the contrary in the Agreement, Licensee's access to and use of the Basemaps shall cease as of the end of the End Date as set forth in Section 2; and (iv) in all cases the displayed Basemap must be served directly from the Planet Platform to the end-user (i.e. each unique Tile View must issue a unique or new request for that Tile, and may not rely on caching, redirection, or any other local storage. In addition, under no circumstances shall any Licensee perform any imagery analysis or computation to extract any information from the imagery, or otherwise utilize the imagery in order to produce derivative data products.

"Distribution Rights" means the right to distribute Derivative Products to End Users in the Distribution Territory through Independent Delivery Mechanisms; provided that such distribution must be accompanied by a Conforming EULA.

"Evaluation Only Rights" means the limited right to view, access, download, and use the applicable Content solely: (i) for Licensee's internal, non-commercial use; and (ii) for the primary purpose of evaluating Planet's technology and offerings.

"Internal Use Rights" means the right to (i) use, access, and view Content through the Platform; (ii) to reproduce, store, display, and print Content; and (iii) create Derivative Products; all for Licensee's own internal business purposes, in accordance with the terms of the Agreement, and solely for use during the Term.

"Limited Publication Rights" means the right to publish (solely for non-commercial purposes) Derivative Products in education and research journals but solely as they relate to the Purpose, provided however that: (i) with respect to Derivative Products which are static (e.g. a published report), such right to publish shall be without limitation; and (ii) with respect to Derivative Products which are dynamic (e.g. a web-hosted NDVI data feed), such publication rights are limited to Licensee's own institutional website. Planet reserves the right to make the determination as to whether a use is static or dynamic. In addition to the attribution requirements as set forth in the Agreement, Licensee agrees that all publications must include an attribution that clearly and conspicuously identifies "Planet Labs Inc." as the source of the Content on which the publication was based.

"Marketing and Promotion Rights" means the limited, nontransferable, nonexclusive, nonsublicensable, revocable license right to use Derivative Products, and/or any Planet-provided marketing materials (including printed versions thereof) ("Marketing Materials") solely for the marketing and promotion of Licensee's products and services, provided that: (i) in no event shall Licensee use any such Marketing Materials in a way that suggests or otherwise misidentifies Licensee as the owner or source of such Marketing Materials; (ii) Licensee shall not remove any attributions included (or otherwise required) on the Marketing Materials; (iii) Licensee will include a conspicuous attribution that identifies Planet as the source of Content used to create any Derivative Products; (iv) Licensee will cooperate with and assist Planet to enable Planet to monitor and ensure Licensee's compliance with Planet's quality requirements and branding guidelines and restrictions; (v) Planet reserves the right to

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revoke the Marketing and Promotion Rights in its sole discretion. All goodwill related to any permitted use of Planet's trademarks will inure to Planet.

User Group:

"Academie" means a single educational institution.

"Enterprise" means a single commercial or non-governmental organization.

"Government" means for a single country all civilian and military government agencies/ministries at the federal/national, state/provincial, county, local, municipal levels. For the United States, includes all Title 50 organizations as defined in 50 USC 401a.

User Group Sub-type:

"Single-Entity" means a single entity, either Academic, Enterprise, or Government.

"Multi-Entity" means a single entity plus its Affiliates and/or Third Party Providers.

Multi-Entity Licenses:

When Licensee orders a Multi-Entity License (as set forth in Section 2), then the following terms apply:

"Affiliate" applies to Multi-Entity licenses only, and means the entities listed below, each of which must be an entity controlling, controlled by or under common control of Licensee where "control" shall mean ownership of at least fifty percent (50%) of the equity or beneficial interest of such entity.

"Authorized User" - is: (i) as defined above, and; (ii) with respect to a Multi-Entity license, further includes employees of the Affiliates and/or Third Party Providers identified below, provided that before providing any access to the Platform, Content, or any other Confidential Information of Planet to any Authorized User that is an employee of an Affiliate and/or Third Party Provider: (a) Licensee first enter into a written agreement with such Affiliate and/or Third Party Provider that is at least as protective as Planet and its Confidential Information (including the Content) as are the terms set forth in the Licensee's applicable Agreement; (b) Licensee is and shall remain legally responsible for any and all acts or omissions (including breach) of its Affiliates and/or Third Party Providers; and (c) in no event shall any such Affiliate and/or Third Party Provider be a competitor of Planet.

"Third Party Providers" applies to Multi-Entity licenses only, and means the third party entities listed below which have been authorized by Licensee to act as Authorized Users pursuant to a Multi-Entity license.

5. GENERAL

DIRECT SALE

For Order Type Direct Sale, this Order Schedule is subject to the terms and conditions of the [Master Content License Agreement](https://assets.planet.com/docs/Master_Content_License_Agreement_2019.2.pdf) located at https://assets.planet.com/docs/Master_Content_License_Agreement_2019.2.pdf.

For Order Type "Download," all parties agree that all downloads must be completed prior to the end of the Term; otherwise any unused download rights shall automatically expire.

PARTNER RESALE OR DISTRIBUTION

For Order Type Partner Resale or Distribution, this Order Schedule is subject to the terms and conditions of the distribution/reseller agreement in place between Partner and Planet which includes the requirement for Partner to establish a [Planet Content License Agreement](https://assets.planet.com/docs/Planet_Content_License_Agreement_2019.2.pdf) (also available at: https://assets.planet.com/docs/Planet_Content_License_Agreement_2019.2.pdf) with each Licensee.

SPECIAL AGRICULTURAL SEGMENT TERMS

Licensee expressly agrees and acknowledges the special "Agricultural Segment Terms" available at: <https://assets.planet.com/docs/agriculture-segment-terms.pdf>. Violation of these Agricultural Segment Terms constitutes a material breach of this contract and may result in a claim for damages by Planet.

SKYSAT

SkySat Tasking Orders are subject to the following additional terms: https://assets.planet.com/docs/SkySat_Tasking_Orders_2019.pdf

SERVICES

For orders that include Services, the following terms supplement the terms and conditions of Licensee's applicable Agreement: https://assets.planet.com/docs/services-terms_2020.pdf.

FEEDS

For orders that include FEEDS, and in addition to the use restrictions as stated in the Agreement, Licensee agrees that in no event may Licensee, either directly or indirectly, use any aspect of the applicable Feed product as training or validation of any machine-learning model designed to replicate Planet's existing Feed product, or undertake any similar usage.

6. ACCEPTED AND AGREED:

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Name: xxx
Title: 24. února 2020
Date:

ACCEPTED AND AGREED: PLANET

Deal Value under USD/EUR 100,000. Planet's counter-signature is not required on an Order Schedule with a total value under USD/EUR 100,000. Planet's delivery constitutes Planet's acceptance.

Name:
Title:
Date:

