

PARTICIPANT LICENSE AGREEMENT

Welcome to PLANET!

In conjunction with the Norwegian Ministry of Climate and Environment ("NMCE"), Planet Labs Germany GmbH (hereinafter "Planet" or "Licensor") has agreed to make certain high-resolution satellite imagery content accessible to participants who are advancing the work of Norway's International Climate and Forests Initiative ("NICFI"). Your 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 in the grid below. Therefore, your use of the Platform and Content is subject to the terms of this Participant License Agreement (the "License") and your participation is expressly limited to using the Content solely to support and facilitate the Purpose.

AS A CONDITION OF USE, YOU ARE REQUIRED TO UNDERSTAND, ACKNOWLEDGE AND ABIDE BY THE TERMS OF THIS LICENSE.

The following is a brief summary of the License, and not intended to be a substitute for the complete License terms, which are set forth below.

PURPOSE

The purpose of this License is to provide you with access to Planet's proprietary 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, all of which must be Non-Commercial Use.

Your use of the Platform and Content must abide by the Participant License Agreement.

WHAT YOU CAN DO

In support of and with the primary goal of fulfilling the Purpose, you are hereby authorized to:

- access, view, download, and use the Content;
- reproduce, store, display, print, and redistribute Content in any medium or format;
- Display the Content on your website; and,
- create derivative products from the Content (i.e. remix, transform, or build upon).

OBLIGATIONS AND RESTRICTIONS

By using the Platform and Content, you are obligated to comply with the following requirements:

ATTRIBUTION – You must:

- o cite Planet Labs Inc. as the source of the Content (e.g. "Imagery © 20xx Planet Labs Inc. (where "xx" denotes the year the image was captured). All use subject to the Participant License Agreement");
- o cite Planet as the source of the Content for derivative products;
- o not remove any attributions that exists on the Content;
- o provide a link to this License for any distributed Content or derivative products; and
- o not explicitly state, suggest, or otherwise imply that Planet Labs Inc. endorses you or your use.

SHARING

- o If you create a derivative product (i.e. remix, transform, or build upon) from the Content, you MUST distribute such derivative products under the same license as the original (i.e. this License).

NO ADDITIONAL RESTRICTIONS

- o You may not apply legal terms or technological measures that legally restrict others from doing anything this License permits.

NOTICES

- o No warranties are given.
- o The Platform and Content are provided on an AS-IS basis.
- o Notice of Suspension - To the extent Planet has any reason to believe you are not complying with any of the terms of this License, Planet reserves the right to suspend (temporarily or permanently) your access to the Platform and associated Content. PLANET ALSO RESERVES THE RIGHT TO PURSUE ANY AND ALL LEGAL ACTION AGAINST ANY PARTICIPANT WHO DOES NOT COMPLY WITH THE TERMS OF THIS LICENSE.

PARTICIPANT LICENSE AGREEMENT

THE ACCESS TO THE PLATFORM AND CONTENT IS PROVIDED UNDER THE TERMS OF THIS PARTICIPANT LICENSE AGREEMENT ("LICENSE"). BY EXERCISING ANY RIGHTS TO THE PLATFORM AND CONTENT AS PROVIDED HERE, YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS LICENSE. TO THE EXTENT THIS LICENSE MAY BE CONSIDERED TO BE A CONTRACT, THE LICENSOR GRANTS YOU THE RIGHTS CONTAINED HERE IN CONSIDERATION OF YOUR ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

1. Definitions

a. "Content" collectively means the Surface Reflectance Mosaics and the Visual Mosaics made available to You pursuant to the terms of this Agreement, provided that You 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 hereunder throughout the Term.

b. "Derivative Product" means any product or information derived and developed by or for You from any Content primarily in support of the Purpose.

c. "Display" means the right to publicly display the Content on Your website, provided that: (i) in all cases, the attribution requirements of this License shall apply (see Section 3(b)(ii)); (ii) You shall prevent, and in no event permit, the download of the Content, but you may permit the screen capture of and references to the Content for unlimited use to fulfill the Purpose; and (iv) in all cases the displayed Content must be served or made available or accessible directly from Your platform (or from the Platform, if agreed to by Licensor in writing).

d. "Distribute" means to make available to the public the original and copies of the Content or Derivative Product.

e. "Download" means the right to download the Content from the Platform.

f. "Licensor" means Planet Labs Germany GmbH.

g. "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) You are a government institution that uses Content to improve resource management plans; (ii) You are a local NGO and journalists that uses Content to document and trigger prosecution of illegal land grabs; (iii) You are a government institution that uses Content as reference data to improve annual deforestation estimates; (iv) You are a commercial company that uses Content to generate automatic deforestation alerts; (v) You are a commodity trader that uses Content to conduct internal reviews of suppliers' adherence to zero-deforestation commitments; (vi) You are a commercial analytics company uses Content to improve environmental risk assessment and ratings of specific companies; and (vii) You are an enforcement agency that 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) You are a hedge fund that uses Content to create profitable derivative products for commodities trading, with no primary intention for or progress towards achieving the Purpose; or (b) You are a commercial organization that uses Content to create lucrative derivative products for industrial precision agriculture, with no primary intention for or progress towards achieving the Purpose.

h. "Platform" means the application programming interface and graphical user interface that is made available to You which enables You to access Content, and which Platform consists of tools and services designed for searching, viewing, and downloading Content. The Platform is only available to You during the Term.

i. "Purpose" means the use of the Platform and Content solely for the 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, which use must be Non-Commercial use.

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

k. "Visual Mosaic(s)" means a collection of 3-band, orthorectified imagery that form the background setting for a map and are intended to be displayed.

l. "You" (and its derivations) means the person or entity that uses the Platform and/or Content to fulfill the Purpose.

2. License Grant.

a. Subject to the terms and conditions of this License, Licensor hereby grants You a worldwide, royalty-free, non-exclusive, perpetual license to exercise the rights in the Content as stated below, solely to fulfill the Purpose:

- i. to access the Platform during the Term, solely to access the Content;
- ii. to access, use, view, Download, reproduce, store, Display, print, and Distribute the Content; and
- iii. to create, use, reproduce, store, Display, Distribute, and print Derivative Products.

b. The above rights may be exercised in all media and formats whether now known or hereafter devised. The above rights include the right to make such modifications as are technically necessary to exercise the rights in other media and formats.

c. Notwithstanding the foregoing, You hereby acknowledge and agree that the foregoing license rights may be adjusted by Licensor (solely to comply with the written instruction of the Ministry) upon written notice to You (including notice provided during the log-in process to the Platform).

3. Requirements and Restrictions. The license granted in Section 2 above is expressly made subject to and limited by the following requirements and restrictions:

You may only Distribute the Content and Derivative Product pursuant to the terms of this License. Each time You Distribute the Content or a Derivative Product, the Licensor offers to the recipient a license to the Content on the same (or substantially similar) terms and conditions as the license granted to You under this License. Each time You Distribute a Derivative Product, Licensor offers to the recipient a license to the original Content on the same (or substantially similar) terms and conditions as the license granted to You under this License.

a. You must:

- i. include a copy of (or a link to) this License with every copy of any Content or every Derivative Product You Distribute; all use is subject to the Participant License Agreement;
- ii. cite Planet Labs Inc. as the source of the Content (e.g. "Imagery © 20xx Planet Labs Inc. (where "xx" denotes the year the image was captured));
- iii. keep intact all copyright notices for the Content;
- iv. include a credit to Licensor identifying the use of the Content in the Derivative Product.

b. As it relates to the DISPLAY right only, Your contractual obligation is to comply with the definition of Display, as set forth above, which means that You do not have to make a copy of this License available for Display-only use cases.

c. You shall endeavor to provide Your 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.

d. You may not offer or impose any terms on the Content or Derivative Product that restrict the terms of this License or the ability of the recipient of the Content to exercise the rights granted to that recipient under the terms of the License.

e. You may not sublicense the Content other than when You Display or Distribute the Content.

f. You may not implicitly or explicitly assert or imply any connection with, sponsorship or endorsement by the Licensor (and/or other attribution parties), as appropriate, of You or Your use of the Content, without the separate, express prior written permission of the Licensor (and/or other attribution parties).

g. To the extent Licensor, in its sole discretion, has any reason to believe You are not complying with any of the terms of this License, Licensor reserves the right to suspend (temporarily or permanently) Your access to the Platform and Content. LICENSOR RESERVES THE RIGHT TO PURSUE ANY AND ALL LEGAL ACTION AGAINST ANY PARTICIPANT WHO DOES NOT COMPLY WITH THE TERMS OF THIS LICENSE.

4. REPRESENTATIONS, WARRANTIES AND DISCLAIMER

LICENSOR OFFERS THE PLATFORM AND CONTENT AS-IS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE PLATFORM AND CONTENT, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR THE ABSENCE OF LATENT OR OTHER DEFECTS, ACCURACY, OR THE PRESENCE OF ABSENCE OF ERRORS, WHETHER OR NOT DISCOVERABLE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THIS EXCLUSION MAY NOT APPLY TO YOU.

5. LIMITATION ON LIABILITY.

EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR BE LIABLE TO YOU ON ANY LEGAL THEORY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF THIS LICENSE OR THE USE OF THE PLATFORM AND CONTENT, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LICENSOR'S CUMULATIVE LIABILITY HEREUNDER SHALL IN NO EVENT EXCEED ONE HUNDRED DOLLARS (\$100USD).

6. Term and Termination

a. This License shall commence as of the date of Your agreement to this License and shall end as of August 23rd 2022 (the "Term"), unless otherwise extended by Licensor.

b. This License and the rights granted hereunder will terminate automatically upon any breach by You of the terms of this License. Individuals or entities who have received Derivative Products from You under this License, however, will not have their licenses terminated provided such individuals or entities remain in full

compliance with those licenses. Sections 1, 3, 4, 5, 6, and 7 will survive any termination of this License.

c. Subject to the above terms and conditions, the license to the Content granted here is perpetual (for the duration of the applicable copyright in the Content); the access to the Platform and rights to Download shall end upon the earlier of expiration or termination of the Term hereof, or of the prime contract between NMCE and Planet. Notwithstanding the above, Licensor reserves the right to release the Content under different license terms or to stop distributing the Content at any time; provided, however that any such election will not serve to withdraw this License (or any other license that has been, or is required to be, granted under the terms of this License), and this License will continue in full force and effect unless terminated as stated above.

7. Miscellaneous

a. If any provision of this License is invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this License, and without further action by the parties to this agreement, such provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable.

b. No term or provision of this License shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party to be charged with such waiver or consent.

c. This License constitutes the entire agreement between the parties with respect to the Content licensed here. There are no understandings, agreements or representations with respect to the Content not specified here. Licensor shall not be bound by any additional provisions that may appear in any communication from You. This License may not be modified without the mutual written agreement of the Licensor and You.

d. Including but not limited to with respect to the disposition of the Content, You shall comply fully with all applicable laws and regulations. Without limiting the foregoing, You 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.

e. This License is to be governed by and construed in accordance with the laws of the State of California, USA (exclusive of its conflict of laws provisions), and without regard to the United Nations Convention on the International Sale of Goods. The parties agree that any litigation brought under or in connection with this License will be brought in the court of competent jurisdiction located in the Northern District of California. The parties hereby irrevocably submit and waive in advance any objection based upon forum non conveniens or lack of personal jurisdiction of such courts for any such litigation.

f. You hereby acknowledge and agree that Licensor may obtain and aggregate technical and other data about Your applicable use of the Platform and Content excluding any personally identifiable information ("Aggregated Anonymous Data"), and hereby agree that Licensor may use the Aggregated Anonymous Data to analyze, improve, support and operate its products 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 clarity, this Section (h) does not give Planet the right to identify You as the source of any Aggregated Anonymous Data.

g. When You provide 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, You hereby grant to Planet, under any right, title or interest You 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 You.

h. You hereby agree that Planet may perform an audit of the Your records associated with the uses of the 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 You of not less than five (5) business days and shall be conducted between 9am and 5pm in the time zone in which You are located. If the results of any such audit reveal a breach of this Agreement, You acknowledge and agree that Planet: (i) shall require You to immediately cease all use of the Content and destroy

all Content in Your possession; and (ii) shall have the right to charge You and require You to pay the then-current list price fees charged by Planet for such usage; and (iii) shall have the right to require You to reimburse Planet for the costs of such audit.

- AS A CONDITION OF USE, YOU ARE REQUIRED TO UNDERSTAND, ACKNOWLEDGE AND ABIDE BY THE TERMS OF THIS LICENSE.