



ORDER SCHEDULE
PL-0024148

This Order Schedule is made a part of and pursuant to the terms of the **AGREEMENT FOR SATELLITE IMAGERY** between the parties listed below. 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

LICENSEE		PLANET ENTITY	
Entity Name:	El Dorado County	Entity Name:	Planet Labs Inc
Address:	300 Fair Lane, Placerville, CA, 95667	Address:	645 Harrison Street, 4th Floor, San Francisco, CA 94107
Country:	United States	Country:	United States

2.

2. CONTENT AND SCOPE OF USE

Order Type:	Direct Sales
Effective Date:	December 10, 2019
End Date:	December 9, 2022
Term:	36 Months
Content Territory:	United States

Line Item	Quantity or Volume	Unit of Measure	Start Date	End Date	Net Price
Skysat Basemap for Government - Multi-Entity Internal Use Rights	23,130	Per Sqkm	Dec 10, 2019	Dec 9, 2020	\$163,942.20
Skysat Basemap for Government - Multi-Entity Internal Use Rights	23,130	Per Sqkm	Dec 10, 2020	Dec 9, 2021	\$163,942.20
Skysat Basemap for Government - Multi-Entity Internal Use Rights	23,130	Per Sqkm	Dec 10, 2021	Dec 9, 2022	\$163,942.20
NET PRICE					\$491,826.61

3. PAYMENT TERMS

Orders North America: +1-800-940-3617, orders-nam@planet.com
 Orders International: +49 30 609 8300 555, orders@planet.com
 Technical Support: support@planet.com



The prices quoted herein will remain valid through Dec 14, 2019. 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.

General Definitions:

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 or are used to derive objects, features, or numeric values.

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

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

Content Source:

SkySat means the Earth imagery collected by the constellation of SkySat satellites.

Usage Rights:

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 and in accordance with the terms of the Agreement.

User Group:

"Single Government Entity" means a single local or regional government agency.

User Group Sub-type:

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, 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, 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 which have been authorized by Licensee to act as Authorized Users pursuant to a Multi-Entity license.



5. TERMS AND CONDITIONS

The terms of the Agreement shall apply to this Order.

SKYSAT

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

For clarity, the parties agree that Planet shall provide a total of five (5) Skysat One-time High Resolution Basemaps during each year of the Term, with estimated delivery dates of the end of each of the following months: March, May, June, August, September, or as otherwise mutually agreed to by the parties in writing.

ACCEPTED AND AGREED:

LICENSEE:

Name: Sue Novasel
Title: Chair, Board of Supervisors
Date: 12-10-19

PLANET

Name: Nathan Dickerman
Title: Chief Commercial Officer
Date: 12/5/19