

AGREEMENT FOR SATELLITE IMAGERY #4314

THIS AGREEMENT, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Planet Labs Inc., a Delaware corporation duly qualified to conduct business in the State of California, whose principal place of business is 645 Harrison Street, 4th Floor, San Francisco, CA 94107 (hereinafter referred to as "Contractor");

R E C I T A L S

WHEREAS, County has determined that it is necessary to obtain a contractor to assist its Planning and Building Department, in the provision of satellite imagery;

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert, and competent to provide the satellite imagery ordered hereunder, and County has determined to rely upon such representations;

WHEREAS, it is the intent of the parties hereto that such imagery services be in conformity with all applicable state and local laws;

WHEREAS, County has determined that the provision of such imagery services provided by Contractor are in the public's best interest and that these services are more economically and feasibly performed by outside independent contractors as well as authorized by El Dorado County Charter, Section 210(b)(6) and/or Government Code Section 31000;

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I

1.1 Scope of Services: Contractor shall provide the satellite imagery services within El Dorado County as set forth on Exhibit A "Order Schedule" incorporated herein and made by reference a part hereof and any follow-on Order Schedules that reference this Agreement and which are executed by the parties hereto.

1.2 GRANT OF LICENSE AND DESCRIPTION OF SERVICES:

A. Grant of License. Subject to the terms and conditions of this Agreement, CONTRACTOR hereby grants to COUNTY a limited, nontransferable, nonexclusive, non-sublicensable, non-assignable, revocable license to allow its Authorized Users to access the Platform and the Content, as defined in the Order Schedule (collectively, the "Licensed Materials") for use solely as set forth in the Order Schedule attached hereto as Exhibit A and incorporated herein by this reference.

B. Restrictions. COUNTY 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, COUNTY 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; or (f) allow third parties to access or use the Licensed Materials, including without limitation in any application service COUNTY environment, service bureau, or time-sharing arrangements.

C. Reservation of Rights. Except for the license granted to COUNTY under Section 1(A) of this Agreement, CONTRACTOR retains all right, title and interest, including all intellectual property rights, in and to the Licensed Materials and all other CONTRACTOR intellectual property. All rights not expressly granted in this Agreement are hereby reserved by the respective Parties.

E. Provision of Imagery Services. CONTRACTOR agrees to provide imagery at a regular cadence as described in and in accordance with Exhibit A, attached hereto and incorporated herein. In providing such services, CONTRACTOR agrees to reasonably cooperate with the El Dorado County Director of Planning & Building, or a designee thereof, hereinafter referred to as "Director."

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire three (3) years hereafter, provided however that the term of this Agreement shall not impact the term of an applicable Order Schedule.

ARTICLE III

Compensation for Services: For orders placed pursuant to an Order Schedule, County agrees to pay Contractor the fees set forth there, and payment shall be made within thirty (30) days following County's receipt and approval of itemized invoices identifying the order placed.

The total amount of this Agreement shall not exceed \$491,827, unless agreed to in writing by the parties.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Invoices may be delivered to the County at:

County of El Dorado
Chief Administrative Office
330 Fair Lane
Placerville, California 95667
Attn.: Tiffany Schmid
Director, Planning and Building Department

or to such other location as County directs in writing.

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. COUNTY will pay for all costs incurred by or on behalf of CONTRACTOR to collect any past-due Fees under this Agreement. COUNTY will pay all Fees under this Agreement by wire transfer to the following account:

Bank Name: SIL VLY BK SJ
Bank Address: 3003 Tasman Drive, Santa Clara, CA 95054

Beneficiary: Planet Labs Inc.
Account No: 3300839672
SWIFT CODE: SVBKUS6S
ABA: 121140399

ARTICLE IV

Taxes: Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE V

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE VI

Reserved

ARTICLE VII

Confidentiality. Use and Disclosure of Proprietary Information. In the performance of this Agreement, each party may receive information of the other party that is not generally known to the public, including, but not limited to, trade secrets, know-how, inventions, technical designs, techniques, algorithms, programs, documentation and data which may be designated as being confidential, or which under the circumstances surrounding disclosure, ought to be treated as confidential (collectively, "Proprietary Information"). Each party shall use and disclose only the minimum amount of

Proprietary Information necessary to accomplish the intended purpose of this Agreement. Each party further agrees to protect all Proprietary Information in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards.

ARTICLE VIII

Assignment and Delegation:

Neither party shall delegate its duties nor assign its rights hereunder, either in whole or in part, without the other party's prior written consent. This Agreement may be assigned by CONTRACTOR to an affiliate thereof, whether currently an affiliate or hereafter an affiliate by reason of merger, acquisition, consolidation or other change of control, without the prior written consent of COUNTY. Any assignment by either party in violation of this provision shall be void.

Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification and confidentiality requirements set forth herein. CONTRACTOR shall remain legally responsible for the performance of all terms and conditions of this Agreement, including work performed by third parties under subcontracts, whether approved by COUNTY or not.

ARTICLE IX

Independent Contractor/Responsibility: Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

ARTICLE X

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give no less than thirty (30) days' notice of cancellation of this Agreement (or of an applicable

Order Schedule) in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement and/or any Work Order issued pursuant to this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XI

Audit by California State Auditor: Contractor acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code § 8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the Agreement, all books, records, and documentation necessary to demonstrate the costs of administering this Agreement..

ARTICLE XII

Default, Termination, and Cancellation:

- A. Default: Upon the occurrence of any default of a material provision of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within thirty (30) days of the date of notice (Time to Cure), then such party shall be in default. The Time to Cure may be extended at the discretion of the party giving notice. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the Time to Cure has expired.

- B. Bankruptcy: This Agreement, at the option of County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor provided that any such events prevent Contractor from performing as required by the Order Schedule.

- C. **Ceasing Performance:** County may terminate this Agreement immediately in the event Contractor ceases to operate as a business or declares bankruptcy.
- D. **Termination or Cancellation without Cause:** Neither party may terminate this Agreement or any Order Schedule hereunder for its convenience. Notwithstanding this provision, County may make a determination consistent with Article X "Fiscal Considerations" that current or future budget constraints make said Agreement no longer economically feasible for the County and give thirty (30) days written notice of termination.
- E. **CONTRACTOR** may terminate this Agreement immediately, and without requirement for a Cure Period, upon notice to COUNTY if COUNTY (i) violates any of the restrictions set forth in Article 1, Section 1.2(B)(Restrictions) or otherwise uses the Licensed Materials outside of rights granted under this Agreement or (ii) violates any of the terms set forth in Article XXIII (Compliance with Laws) below.
- F. **Effect of Termination.** Upon termination of this Agreement, CONTRACTOR shall cease providing any and all services hereunder and promptly return all copies of COUNTY data in CONTRACTOR's possession within thirty (30) days of such termination. In addition, (i) COUNTY's access to the Licensed Materials shall cease, and COUNTY shall pay any outstanding amounts owed to CONTRACTOR hereunder; and (ii) the license(s) granted hereunder shall immediately terminate, and COUNTY shall immediately cease all use of the Licensed Materials and destroy all copies of the Content in COUNTY's possession, custody, or control and (if destroyed) an officer or COUNTY shall promptly certify to CONTRACTOR 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.

ARTICLE XIII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

With a copy to:

County of El Dorado
 Planning and Building Department
 2850 Fairlane Court
 Placerville, California 95667

County of El Dorado
 Chief Administrative Office
 2850 Fairlane Court
 Placerville, California 95667

Attn.: Tiffany Schmid
 Director, Planning and Building
 Department

Attn.: Michele Weimer
 Procurement and Contracts Manager

Notices to Contractor shall be addressed as follows:

Planet Labs Inc.
645 Harrison Street, 4th Floor
San Francisco, CA 94107
Attention: General Counsel

or to such other location as Contractor directs

ARTICLE XIV

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing as provided in ARTICLE XIII, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XV

A. Hold Harmless, Defense and Indemnification by CONTRACTOR. CONTRACTOR shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorneys' fees and other costs of litigation, arising out of, or in connection with, CONTRACTOR's gross negligence or willful misconduct, but solely to the extent attributed thereto, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY. CONTRACTOR, at its own expense, shall defend and indemnify County against claims that the Licensed Materials and Content furnished under this Agreement infringes a United States trademark or a copyright protected under United States law, provided County (i) gives CONTRACTOR prompt written notice of such claims, (ii) grants CONTRACTOR the sole and exclusive authority to defend or settle the claims, and (iii) provides all reasonable assistance to CONTRACTOR in defending or settling the claims. This section states the entire liability of CONTRACTOR and County's sole and exclusive remedies for trademark, copyright and any other alleged or actual intellectual property infringement.

B. Hold Harmless, Defense and Indemnification By COUNTY. COUNTY agrees to indemnify, defend and hold harmless CONTRACTOR, its officers, directors, Affiliates, employees, and contractors (the "CONTRACTOR Indemnitees") from and against any and all costs, damages, liabilities, fines, penalties and expenses (collectively, "Costs") arising out of or in connection with any claim, suit, action, or proceeding (a "Claim") brought by any third party against any CONTRACTOR Indemnitee(s) to the extent that such Claim arises out of or results from: (i) COUNTY's use of the Licensed Materials in violation of the terms and conditions of this Agreement; (ii) COUNTY's violation of

applicable state, local, national or other applicable laws or regulations; or (iii) infringement of any third party rights resulting from Client's use of the Content including but not limited to combination of the Content with third party content.

C. Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to CONTRACTOR's performance hereunder regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

D. EXCEPT FOR LIABILITY ARISING BASED ON A BREACH OF ARTICLE 1, SECTION 1.2(B)(RESTRICTIONS), CLAIMS REQUIRED TO BE INDEMNIFIED UNDER THIS ARTICLE XV, OR LIABILITY ARISING BASED ON BREACH OF ARTICLE XXIII ("COMPLIANCE WITH LAWS"): (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 COUNTY TO CONTRACTOR UNDER THE APPLICABLE ORDER SCHEDULE 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.

ARTICLE XVI

Insurance: Contractor shall provide proof of a policy of insurance and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Contractor in performance of the Agreement.
- D. In the event Contractor is a licensed professional or professional consultant and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.

- E. Contractor shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company with an AM Best's Insurance Guide Rating of A- VII or better be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Contractor agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to endeavor to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. reserved
 - 2. The County of El Dorado, its officers, officials, employees are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Contractor's insurance coverage shall be primary insurance in respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it. This provision shall apply to the general liability policy.
- J. reserved
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than one (1) year following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County, provided that any such additional standards must be communicated to CONTRACTOR in writing and shall take effect in the next contract year.

ARTICLE XVII

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XVIII

Interest of Contractor: Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree, in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

ARTICLE XIX

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this Agreement and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in ARTICLE XII, Default, Termination, and Cancellation, herein.

ARTICLE XX

Nondiscrimination:

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Sections 12990 and 8355 and Title 2, California Code of Regulations, Section 8103.

ARTICLE XXI

California Residency (Form 590): If Contractor is a California resident, Contractor must file a State of California Form 590, certifying its California residency or, in the case of a limited liability company or corporation, certifying that it has a permanent place of business in California. Contractor will be required to submit a Form 590 prior to execution of this Agreement, or County shall withhold seven percent (7%) of each payment made to Contractor during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

ARTICLE XXII

County Payee Data Record Form: All independent contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

ARTICLE XXIII

Compliance with Laws. Each party agrees to comply with any and all local, state and federal laws, regulations, policies and procedures applicable to its performance pursuant to the terms and conditions of this Agreement. Without limiting the foregoing, COUNTY 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.

ARTICLE XXIV

Licenses: Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractor shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXV

California Forum and Law: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXVI

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Contract Administrator's Name, Contract Administrator's Title, Chief Administrative Office, or successor.

ARTICLE XXVII

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

ARTICLE XXVIII

Partial Invalidity: If any provision, sentence, or phrase of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, sentences, and phrases will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXIX

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

ARTICLE XXX

Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. A signed copy of this Agreement transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

ARTICLE XXXI

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

ARTICLE XXXII: INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

ARTICLE XXXIII: FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

ARTICLE XXXIV: WARRANTIES:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS ARTICLE XXXIV, ALL LICENSED MATERIAL AND SERVICES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, AND CONTRACTOR EXPRESSLY DISCLAIMS ALL WARRANTIES WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, TITLE, NON-INFRINGEMENT, ACCURACY, UNINTERRUPTED OR ERROR-FREE PERFORMANCE, OR SECURITY. COUNTY ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES OTHER THAN THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Board of Supervisors
"County"

Attest:
James S. Mitrison
Clerk of the Board of Supervisors

By: _____

Dated: _____

Deputy Clerk

-- PLANET LABS INC. --

By: _____

Dated: _____

Nathan Dickerman
Chief Revenue Officer
"Contractor"

By: _____

Dated: _____

Laura Malinasky
Corporate Secretary

