

Planet Labs Inc.
High Resolution Satellite Imagery Services

AGREEMENT FOR SERVICES #4313

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, California 94107 (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a contractor to provide its Planning and Building Department with high resolution satellite image services;

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert, and competent to perform the special services required hereunder, and County has determined to rely upon such representations;

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

WHEREAS, County has determined that the provision of such 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;

WHEREAS, on _____, _____, Contractor was formally awarded Request for Proposal (RFP) 19-905-081 for the provision of High Resolution Satellite Imagery;

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

ARTICLE I

Scope of Services: Contractor agrees to furnish personnel, equipment, and services necessary to provide high resolution satellite imagery. Services shall include:

- 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.

1. **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.
 2. **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.
- B. **Provision of Imagery Services:** Contractor 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, July, September, and November as described in and in accordance with Exhibit A.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of October 31, 2019 through October 30, 2022.

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay Contractor annual invoices at the beginning of each annual service period. Payment shall be made within thirty (30) days following County's receipt and approval of itemized invoices identifying all of the licenses and services rendered.

For the purposes hereof, the billing rates shall be in accordance with Exhibit A, Section 2.

The total amount of this Agreement shall not exceed \$491,975, inclusive of all costs and expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

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

or to such other location as County directs.

In the event that Contractor fails to deliver, in the format specified, the deliverables required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables are received, or proceed as set forth below in ARTICLE XII, Default, Termination, and Cancellation, herein.

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

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during the term hereof.

ARTICLE VII

Confidentiality:

- A. 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.
- B. Use and Disclosure of Personally Identifiable Information: In the performance of this Agreement, Contractor has no requirement to receive personally identifiable information that is confidential under local, state or federal law and County agrees that it shall not provide any such information. To the extent County desires to share any such information with Contractor, County shall first provide written notice thereof to Contractor requesting Contractor's consent to receive such information. To the extent Contractor consents to receive such information in writing, then Contractor hereby agrees to protect all personally identifiable information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, but not limited to: California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.
- C. Continuing Compliance with Confidentiality Laws: The parties acknowledge that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

ARTICLE VIII

Assignment and Delegation: Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE IX

Independent Contractor/Liability: 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, associates, 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.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful, and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. 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 notice of cancellation of this Agreement 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 may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XI

Record Retention and Audit:

- A. Maintenance and Preservation of Records: Contractor agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the licenses and services provided pursuant to the terms and conditions of this Agreement, and to maintain and preserve said records for at least three (3) years from the date of final payment hereunder, except that if any litigation, claim, negotiation, audit, or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. Such records shall be original entry books with a general ledger itemizing all debits and credits for the licenses and services provided pursuant to the terms and conditions of this Agreement.
- B. Inspection of Records: Pursuant to California Government Code Section 8546.7, all records, documents, conditions, and activities of Contractor, and its subcontractors, related to the licenses and services provided pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment hereunder. Contractor hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by County and any other duly authorized local, state, and/or federal agencies. Contractor further agrees to allow interviews of any of its employees who might reasonably have information related to such records by County and any other duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, the costs of administering this Agreement.
- C. Audit Costs: In the event of an audit exception or exceptions related to the licenses and/or services provided pursuant to the terms and conditions of this Agreement, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of the audit up to a maximum fee of \$10,000. If the allowable expenditures cannot be determined because Contractor's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by County.

ARTICLE XII

Default, Termination, and Cancellation:

- A. Default: Either party may terminate this Agreement in the event that the other party materially fails to 1) comply with any material obligation herein; or 2) violates any ordinance, regulation or other law applicable to its performance hereunder, and such default or violation continues un-remedied for a period of thirty (30) days following written notice thereof. Contractor may terminate this

Agreement immediately, and without requirement for a Cure Period, upon notice to County if County 1) violates any of the restrictions set forth in ARTICLE I, Scope of Services, Section A(2) (Restrictions) or otherwise uses the Licensed Materials outside of rights granted under this Agreement.

- B. Termination or Cancellation without Cause: Subject to Sections C through E, neither party may terminate this Agreement without cause.
- C. Insufficient Funding: County's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, County shall, at its sole discretion, determine whether this Agreement shall be terminated. County shall provide Contractor thirty (30) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Compensation Upon Termination: In the event this Agreement is terminated pursuant to Section C, Contractor shall be entitled to compensation for unpaid license and/or service fees incurred pursuant to the terms and conditions of this Agreement through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to either party due to a breach of this Agreement by the other party.
- E. Bankruptcy: This Agreement, at the option of County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- F. Ceasing Performance: County may terminate this Agreement immediately in the event Contractor ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- G. 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, 1) County's access to the Licensed Materials shall cease, and County shall pay any outstanding amounts owed to Contractor hereunder; 2) if the Termination is as a result of an uncured material breach by County, 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. Notwithstanding the foregoing, provided the termination is pursuant to expiration of the Term and not pursuant to any other reasons, and provided further that County is not in default of any payment or other obligation under this Agreement and is otherwise in compliance with all terms hereof, County may continue to hold and use the Content accessed prior to termination subject to the license rights, conditions, and restrictions provided herein and in Exhibit A unless otherwise notified in writing by Contractor, and which license

rights, conditions, and restrictions shall survive such expiration as if still in full force and effect. 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:

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

Attn.: Tiffany Schmid
Director

With a copy to:

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

Attn.: Michele Weimer
Procurement and Contracts Manager

or to such other location as County directs.

Notices to Contractor shall be addressed as follows:

Planet Lab Inc.
645 Harrison Street, 4th Floor
San Francisco, California 94107

Attn.: Laura Malinasky, Chief Legal and People Officer

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

Indemnity:

- A. Contractor shall defend, indemnify, and hold County and its officers, agents, employees, and representatives harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind, and

description, including attorneys' fees and costs incurred, brought for, or on account of, injuries to, or death of, any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to, or in any way arise out of, or are connected with Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of County, Contractor, subcontractor(s), and employee(s) of any of these, except for the sole or active negligence of County, its officers, agents, employees, and representatives, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

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 1) gives Contractor prompt written notice of such claims, 2) grants Contractor the sole and exclusive authority to defend or settle the claims, and 3) 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. 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 (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 Contractor Indemnitee(s) to the extent that such Claim arises out of or results from: 1) County's use of the Licensed Materials in violation of the terms and conditions of this Agreement; 2) County's violation of applicable state, local, national or other applicable laws or regulations; or 3) 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.

ARTICLE XVI

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to County's Risk Management Division 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 acceptable to County's Risk Management Division or 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 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. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without prior written notice to County; and
 - 2. The County of El Dorado, its officers, officials, employees, and volunteers 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.
- J. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to County, its officers, officials, employees, and volunteers; or Contractor shall procure a bond

guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

- 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 three (3) years 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.

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 (7) percent 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

Business License: County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Contractor warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

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 subcontractors 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 Tiffany Schmid, Director, Planning and Building Department, 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.

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.

Requesting Contract Administrator and Department Concurrence:

By: _____
Tiffany Schmid
Director
Planning and Building Department

Dated: _____

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:
Kim Dawson
Clerk of the Board of Supervisors

By: _____

Dated: _____

Deputy Clerk

-- PLANET LAB INC. --

By: _____

Dated: _____

Name
Title
"Contractor"

By: _____

Dated: _____

Name
Corporate Secretary

Exhibit A



ORDER SCHEDULE
PL-0024148

This Order Schedule is entered into as of the Order Schedule 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

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. CONTENT AND SCOPE OF USE

Order Type:	Direct Sales
Effective Date:	Oct 31, 2019
End Date:	Oct 30, 2022
Term:	36Months
Content Territory:	United States

Line Item	Quantity or Volume	Unit of Measure	Start Date	End Date	Net Price
Skysat One-time High Resolution Basemap Fed-Civ	23,130	Per Sqkm	Oct 31, 2019	Oct 30, 2020	\$163,991.70
Skysat One-time High Resolution Basemap Fed-Civ	23,130	Per Sqkm	Oct 31, 2020	Oct 30, 2021	\$163,991.70
Skysat One-time High Resolution Basemap Fed-Civ	23,130	Per Sqkm	Oct 31, 2021	Oct 30, 2022	\$163,991.70
NET PRICE					\$491,975.10

3. PAYMENT TERMS

The prices quoted herein will remain valid through Oct 31, 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. TERMS AND CONDITIONS

"Fed-Civ" means all federal civilian government agencies/ministries.

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

Exhibit A



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, July, September, November.

THIS ORDER IS ISSUED UNDER THE TERMS AND CONDITIONS OF FEDERAL SUPPLY SCHEDULE CONTRACT NO. GS-35F-309GA EXPIRING ON 03/21/2022.

ACCEPTED AND AGREED: LICENSEE

LICENSEE:

Name:
Title:
Date:

ACCEPTED AND AGREED: PLANET

PLANET

Name:
Title:
Date:



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

DRAFT