

CONFORMING EULA (MINIMUM END-USER TERMS)

- 1. Title to and ownership of the Content remains with Planet. All goodwill related to use of Planet's trademarks will inure to Planet.
- 2. Licensee, as distributor, may not grant a license to an End User broader than a non-exclusive, non-transferable, revocable license, subject to the terms and conditions of the Conforming EULA.
- 3. End User must agree not to (a) reproduce, modify, adapt, alter, translate, or create derivative works from the Content; (b) merge the Content with other content; (c) distribute or sublicense, lease, rent, loan, or otherwise transfer the Content to any third party; or (d) reverse engineer, decompile, disassemble, or otherwise attempt to derive the Imagery Data from the Content.
- 5. All express and implied warranties regarding the Content by Planet and its suppliers to End User are disclaimed, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, noninterference, and non-infringement.
 - 6. All liabilities (direct and indirect) are disclaimed on behalf of Planet as to the End User.
- 7. Planet is expressly named as an intended third party beneficiary of the Conforming EULA, with the right to enforce its terms directly against the End User.
- 8. With respect to the disposition of the Content, the End User shall comply fully with all applicable laws and regulations, including, without limitation, the laws and regulations of the United States, Canada, Germany, The Netherlands and any other jurisdiction in which Licensee operates or does business, which regulations include, without limitation, the Foreign Corrupt Practices Act and economic sanctions and export controls administered by the U.S. Department of the Treasury and the U.S. Department of Commerce. Without limiting the foregoing, the End User 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, presently Crimea, Cuba, Iran, North Korea, and Syria. "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.