



Welcome to Planet!

We care about protecting our proprietary information and as such, we request that you please review and sign the following NDA. **Also, please note that no photography is allowed.**

To the extent you are visiting Planet in your capacity as a representative of your company, and to the extent your company already has a current, company-wide non-disclosure agreement ("Company NDA") in place with Planet, such Company NDA shall control and govern any and all disclosures pursuant to your visit.

### **PLANET LABS NON-DISCLOSURE AGREEMENT**

THIS NON-DISCLOSURE AGREEMENT (the "Agreement") governs the disclosure of information by Planet Labs Inc. and its affiliates ("Discloser") to \_\_\_\_\_, (the "Recipient"), as of \_\_\_\_\_, 2017 (the "Effective Date").

**1. Confidential Information.** As used herein, "Confidential Information" shall mean any and all technical and non-technical information or data made available to or otherwise provided by Discloser to the Recipient, whether in tangible form or disclosed visually or orally, concerning Discloser's current, future, and proposed products, technology and services, including without limitation information concerning Discloser's research, development, engineering, financial information, purchasing, manufacturing, customer lists, employees, business relationships, forecasts, market analyses, sales and merchandising, marketing plans and information Discloser provides regarding third parties. Confidential Information may include trade secrets, proprietary information, ideas, techniques, drawings, and works of authorship, models, inventions, know-how, processes, equipment, algorithms, software programs, software source documents, and formulae. "Confidential Information" does not include information or data that the Recipient can establish by credible evidence: (a) was in the public domain at the time it was communicated to the Recipient by Discloser; (b) was rightfully in the Recipient's possession free of any obligation of confidence before it was communicated to the Recipient by Discloser; (c) was rightfully communicated to the Recipient by a third party free of any obligation of confidence subsequent to the time it was communicated to the Recipient by Discloser; or (d) was developed by Recipient independently of any information communicated to the Recipient by Discloser.

**2. Limitations on Use.** The Recipient agrees that at all times, and notwithstanding any termination or expiration of this Agreement, it will hold in strict confidence and not disclose Confidential Information to any third party, except as approved in writing by Discloser, and will use the Confidential Information for no purpose other than: (i) evaluating or pursuing a business relationship with the Discloser; or (ii) informational, non-commercial purposes. Notwithstanding the above, Recipient shall not be in violation of this Section 2 with regard to a disclosure in response to a valid order by a court or other governmental body, provided that Recipient provides Discloser with prior written notice of such disclosure to permit Discloser to seek a protective order or other appropriate remedy. Recipient shall only permit access to Confidential Information to those of its employees or having a need to know and who are bound by confidentiality obligations at least as restrictive as those contained herein.

**3. Degree of Care.** The Recipient shall use at least the same degree of care to prevent the

unauthorized use, dissemination or copying of any Confidential Information as the Recipient uses to protect its own confidential information, but in no event less than a reasonable degree of care.

**4. Notification of Disclosure.** The Recipient shall immediately notify Discloser in the event of any loss or unauthorized disclosure of any Confidential Information.

**5. Reproduction; Return of Confidential Information.** Recipient shall not reproduce Confidential Information in any form except as required to accomplish the intent of this Agreement. Upon termination or expiration of this Agreement, or upon written request of Discloser, the Recipient shall promptly return to Discloser all documents, notes and other tangible materials representing the Confidential Information and all copies thereof.

**6. No Property Rights.** The Recipient agrees that nothing contained in this Agreement shall be construed as granting any property rights, by license or otherwise, to any Confidential Information, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on Confidential Information. The Recipient shall not make, have made, use or sell for any purpose any product, service, or other item using, incorporating or derived from any Confidential Information.

**7. Termination.** This Agreement will be effective from the Effective Date and will continue for a period of three (3) years unless earlier terminated by written notice of termination provided by either party to the other. Notwithstanding anything to the contrary herein, the parties' rights and obligations regarding Confidential Information disclosed pursuant to this Agreement shall survive termination or expiration of this Agreement until such information no longer meets the definition of "Confidential Information" as set forth herein other than due to an act or omission of the Recipient or its Representatives.

**8. No Warranty and No Liability.** ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". THE DISCLOSER MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS OR PERFORMANCE OF THE CONFIDENTIAL INFORMATION. THE DISCLOSER SHALL NOT HAVE ANY LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS IN, OR ANY DECISIONS MADE BY THE RECIPIENT IN RELIANCE ON, ANY CONFIDENTIAL INFORMATION DISCLOSED UNDER THIS AGREEMENT.

**9. Recipient Information.** Discloser does not wish to receive any confidential information from the Recipient, and Discloser assumes no obligation, either express or implied, with respect to any information disclosed by Recipient.

**10. Governing Law.** This Agreement shall be governed by and construed under the laws of the State of California excluding its conflict of laws rules.

**11. Amendments.** This Agreement may not be amended except by a written statement signed by both parties.

**12. Remedies.** The Recipient hereby agrees that breach of this Agreement will cause Discloser irreparable damage for which recovery of damages would be inadequate, and that, in the event of any actual or threatened breach of this Agreement, Discloser shall be entitled to obtain timely injunctive relief under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction.

**13. Severability.** If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

**14. Assignment; Transfer.** The Recipient will not assign or transfer any rights or obligations under

this Agreement without the prior written consent of Discloser.

**15. Export of Confidential Information.** The Recipient shall comply fully with all applicable laws and regulations, including, without limitation, the laws and regulations of the United States, Canada and any other relevant country including, 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 Recipient shall ensure that neither the Confidential Information 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 (as defined below); (b) exported or re-exported, 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.

**16. Notices.** All notices or reports permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery, electronic mail, or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery, five days after deposit in the mail, or confirmation of receipt of electronic transmission.

**Accepted and Agreed as of the Effective Date:**

\_\_\_\_\_  
NAME

\_\_\_\_\_  
DATE