

**SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE COUNTY OF HUMBOLDT AND  
PLANET LABS, INC.**

This amendment, entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, is the second amendment to the Professional Services Agreement executed on April 17, 2018, between the County of Humboldt, a political subdivision of the State of California (“COUNTY”), and Planet Labs Inc., a Delaware corporation (“CONTRACTOR”), for the purpose of providing high resolution satellite images with periodic and regular updates.

WHEREAS, County has retained the services of a qualified firm to provide high resolution satellite images; and

WHEREAS, County has a regular and ongoing need to review and verify cannabis cultivation and development in rural areas via satellite imagery; and

WHEREAS, the original High Resolution Imagery Professional Services Agreement signed on April 17, 2018, and amended on January 9, 2019, expires December 30, 2020; and

WHEREAS, the satellite imagery services provided by the Contractor continues to be needed and both parties wish to extend the Agreement.

NOW THEREFORE, the Parties hereto mutually agree to the following:

Section 2. TERM is hereby deleted in its entirety and replaced with the following:

“This Agreement shall begin on April 11, 2018 and shall remain in full force and effect until December 31, 2023, unless extended by mutual agreement of the parties or terminated sooner as provided herein.”

Section 4. COMPENSATION is hereby deleted in its entirety and replaced with the following:

“Maximum amount payable. The maximum amount payable by COUNTY for the licenses and services provided, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is One Million Four Hundred Eighty Eight Thousand Five Hundred Eighty Nine Dollars and Forty-Seven Cents (\$1,488,589.47). For the period of September 30, 2020 through September 29, 2023 the annual cost shall be Two Hundred Ninety Six Thousand Six Hundred Ninety Six Dollars and Forty Nine Cents (\$296,696.49) per year.”

EXHIBIT A

Exhibit A representing Order Schedule PL-017832 is hereby deleted in its entirety and replaced with Exhibit A representing Opportunity ID PL-0021627 reflecting an order schedule for the three (3) year period of this amendment.

In all other respects the Professional Services Agreement dated April 13, 2018, as amended, between the parties shall remain in full force and effect.

**IN WITNESS WHEREOF**, County and Contractor have executed this agreement on the dates set forth below. By their signatures below each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

**PLANET LABS INC.**

DocuSigned by:  
By: Ashley Johnson  
Ashley Johnson  
CFO, Planet Labs Inc.

Date: 10 September 2020

DocuSigned by:  
By: Laura Malinasky  
Laura Malinasky  
CLO, Planet Labs Inc.

Date: 10 September 2020

**COUNTY OF HUMBOLDT:**

By: \_\_\_\_\_  
John Ford  
Director, Humboldt County Planning and Building Department

Date: \_\_\_\_\_

Quote Number 00009087  
Expiration Date 10/1/2020

Opportunity ID PL-0021627  
Opportunity owner Patrick Barnett  
Name

## EXHIBIT A

### ORDER SCHEDULE

This Order Schedule is entered into as of the Contract 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

Entity Name Humboldt County Planning and Building  
Customer  
Address 3015 H St Eureka California 95503  
Country United States

#### PLANET ENTITY

Entity Name Planet Labs Inc  
Address 645 Harrison Street, 4th Floor, San Francisco, CA 94107  
Country United States

### 2. CONTENT AND SCOPE OF USE

Order Type Direct Sale  
No. of Individual AOIs 1  
Content Territory United States  
Contract Effective Date 9/23/2020  
Contract End Date 9/22/2023  
Term (Months) 36

Line Item	Quantity or Volume	Unit of Measure	Start Date	End Date	Total Net Price
Skysat Tasking for Government; Single-Entity; Internal Use Rights	52,500	Per Sqkm	9/30/2022	9/29/2023	USD 296,696.49
Skysat Tasking for Government; Single-Entity; Internal Use Rights	52,500	Per Sqkm	9/30/2021	9/29/2022	USD 296,696.49
Skysat Tasking for Government; Single-Entity; Internal Use Rights	52,500	Per Sqkm	9/30/2020	9/29/2021	USD 296,696.49
Grand Total					USD 890,089.47

### 3. PAYMENT TERMS

The prices quoted herein will remain valid through Expiration Date. 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 2019-02-01  
Billing Frequency Annual in advance  
Payment Term Net 30 from invoice date

### 4. DEFINITIONS

#### Usage Rights:

"Internal Use Rights" means the right: (i) to use, access, and view Content through the Platform; (ii) to reproduce, store, display, and print Content; and (iii) to create Derivative Products; all for Licensee's own internal business purposes, and solely for use during the Term set forth in the Order Schedule.

Quote Number 00009087  
Expiration Date 10/1/2020

Opportunity ID PL-0021627  
Opportunity owner Patrick Barnett  
Name

**User Group:**

"Government" means for a single country all civilian and military government agencies/ministries at the federal/national, state/provincial, county, local, municipal levels. For the United States, includes all Title 50 organizations as defined in 50 USC 401a.

**Content Source:**

"SkySat" means the Earth imagery collected by the current constellation of SkySat satellites, including any SkySat satellites with the same functionality which are added to the constellation during the Term.

**General Definitions:**

The definitions applicable to this Order Schedule are located at: [https://assets.planet.com/docs/General\\_Definitions\\_2020.pdf](https://assets.planet.com/docs/General_Definitions_2020.pdf)

**5. TERMS AND CONDITIONS**

**For Order Type "Direct Sale"** This Order Schedule is subject to the terms and conditions of the Master Content License Agreement located at [https://assets.planet.com/docs/Master\\_Content\\_License\\_Agreement\\_2020.pdf](https://assets.planet.com/docs/Master_Content_License_Agreement_2020.pdf).

**AGRICULTURAL SEGMENT TERMS**

This Order Schedule is also subject to the "Agricultural Segment Terms" available at: <https://assets.planet.com/docs/agriculture-segment-terms.pdf>.

**SKYSAT**

SkySat Tasking Orders are subject to the following additional terms: [https://assets.planet.com/docs/SkySat\\_Tasking\\_Orders\\_2019.pdf](https://assets.planet.com/docs/SkySat_Tasking_Orders_2019.pdf)

**SERVICES**

Services orders (e.g. training) are subject to the following additional terms: [https://assets.planet.com/docs/services-terms\\_2020.pdf](https://assets.planet.com/docs/services-terms_2020.pdf).