

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
PLANET LABS PBC.
FOR FISCAL YEARS 2026-2027 THROUGH 2028-2029**

This Agreement, entered into this ____ day of _____, 20[___], by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Planet Labs PBC, a Delaware public benefit corporation, hereinafter referred to as "CONTRACTOR," is made upon the following considerations:

WHEREAS, COUNTY, by and through its Department of Planning and Building, desires to retain a qualified firm to provide high resolution images with periodic and regular updates; 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, COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, CONTRACTOR represents that it is adequately trained, skilled, experienced and qualified to perform the satellite imagery services required by COUNTY.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. 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.

- D. 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 Humboldt County Director of Planning & Building, or a designee thereof, hereinafter referred to as "Director."

2. TERM:

This Agreement shall begin on September 26, 2026, and shall remain in full force and effect until September 25, 2029, unless extended by a valid amendment hereto or sooner terminated as set forth herein.

3. TERMINATION:

- A. Breach of Contract. Either party may terminate this Agreement in the event that the other party materially fails to (i) comply with any material obligation herein; or (ii) 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 (i) violates any of the restrictions set forth in Section 3.2 (Restrictions) or otherwise uses the Licensed Materials outside of rights granted under this Agreement or (ii) violates any of the terms set forth in Section 17 ("Compliance with Applicable Laws") below.
- B. Termination Without Cause. Subject to Section 3(C), neither party may terminate this Agreement without cause
- C. Termination due to 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, CONTRACTOR shall be entitled to compensation for uncompensated services provided pursuant to the terms and conditions set forth herein through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by CONTRACTOR.
- E. 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; (ii) 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 the applicable Order Schedule 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.

4. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for any and all services provided, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is Six Hundred Twenty-Three Thousand Sixty-Two Dollars (\$623,062.00). In no event shall the maximum amount paid under this Agreement exceed One Hundred Ninety-Four Thousand Fifteen Dollars (\$194,015.00) for fiscal year 2026-2027, and Two Hundred Seven Thousand Six Hundred Eighty-Seven Dollars (\$207,687.00) for fiscal year 2027-2028, and Two Hundred Twenty-One Thousand Three Hundred Sixty Dollars (\$221,360.00) for fiscal year 2028-2029. CONTRACTOR hereby agrees to perform any and all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable hereunder or terminate this Agreement as set forth herein.
- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit A – Quote, which is attached hereto and incorporated herein by reference as if set forth in full.
- C. Additional Services. Any additional services not otherwise set forth herein shall not be provided by CONTRACTOR, or compensated by COUNTY, without COUNTY's prior written authorization. Any and all unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.

5. PAYMENT:

CONTRACTOR shall submit to COUNTY an annual invoice at the beginning of each annual service period, which itemize all licenses and services rendered, substantiating the costs and expenses incurred pursuant to the terms and conditions of this Agreement. Invoices shall be prepared using a format that is substantially similar to Exhibit B – Sample Invoice Form, which is attached hereto and incorporated herein by reference as if set forth in full. Payment for the licenses and services rendered, and costs and expenses incurred pursuant to the terms and conditions of this Agreement shall be made within thirty (30) days after the receipt of approved invoices. Any and all invoices submitted pursuant to the terms and conditions of this Agreement shall be sent to COUNTY electronically at the following address:

COUNTY: Humboldt County Planning and Building
Attention: Karen Meynell, Deputy Director
3015 H Street
Eureka, California 95501
kmeynell@co.humboldt.ca.us

6. NOTICES:

Any and all notices required to be given pursuant to the terms and conditions of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County Planning and Building
Attention: Karen Meynell, Deputy Director
3015 H Street
Eureka, California 95501

CONTRACTOR: Planet Labs PBC.
Attention: General Counsel
645 Harrison St., Floor 4
San Francisco, CA 94109

7. REPORTS:

CONTRACTOR hereby agrees to provide COUNTY with any and all reports that may be required by any local, state and/or federal agencies for compliance with this Agreement. Any and all reports required pursuant to the terms and conditions of this Agreement shall be submitted in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.

8. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. CONTRACTOR hereby agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the 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 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 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. Any and 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 associated with the administration of this Agreement.

- C. Audit Costs. In the event of an audit exception or exceptions related to the 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. 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.

9. MONITORING:

CONTRACTOR hereby agrees that COUNTY has the right to monitor any and all activities related to this Agreement, including, without limitation, the right to review and monitor CONTRACTOR's records, policies, procedures and overall business operations, at any time, in order to ensure compliance with the terms and conditions of this Agreement. CONTRACTOR shall cooperate with a corrective action plan, if deficiencies in CONTRACTOR's records, policies, procedures or business operations are identified by COUNTY. However, COUNTY is not responsible, and shall not be held accountable, for overseeing or evaluating the adequacy of CONTRACTOR's performance hereunder.

10. CONFIDENTIAL INFORMATION:

- 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. The Parties acknowledge that, in the performance of this Agreement, the CONTRACTOR may provide the COUNTY with information that the CONTRACTOR considers proprietary or otherwise confidential. The CONTRACTOR shall clearly mark or label all such information as "Proprietary" or "Confidential" at the time it is provided to the COUNTY.

The COUNTY agrees to notify the CONTRACTOR of any Public Records Act request or other public request for information labeled "Proprietary" or "Confidential" that may require disclosure of materials provided by the CONTRACTOR under this Agreement. The CONTRACTOR shall have the opportunity to provide a written justification, consistent with applicable law, supporting nondisclosure of the identified information.

The COUNTY will review the CONTRACTOR's justification and may, in its discretion, withhold disclosure based on the CONTRACTOR's representation. In such cases, the CONTRACTOR agrees to indemnify, defend, and hold harmless the COUNTY, its officers, agents, and employees from any and all liabilities, claims, damages, costs, or expenses (including reasonable attorneys' fees) arising out of or related to the COUNTY's decision not to disclose the information.

- 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 laws and COUNTY agrees that it shall not provide 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, without limitation: 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 Requirements. Each party hereby acknowledges 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 hereby agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

11. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. Nothing herein shall be construed to require the employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. CONTRACTOR further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq.*; California Government Code Sections 4450, *et seq.*; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission

implementing California Government Code Section 12990, set forth in Sections 8101, *et seq.* of Title 2 of the California Code of Regulations are incorporated herein by reference as if set forth in full.

12. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Agreement, CONTRACTOR certifies that it is not a Nuclear Weapons Contractor, in that CONTRACTOR is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear-Free Humboldt County Ordinance. CONTRACTOR hereby agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONTRACTOR subsequently becomes a Nuclear Weapons Contractor.

13. DRUG-FREE WORKPLACE CERTIFICATION:

By executing this Agreement, CONTRACTOR certifies that it will provide a drug-free workplace in accordance with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, *et seq.*), by doing all of the following:

- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. CONTRACTOR's policy of maintaining a drug-free workplace;
 - 3. Any available counseling, rehabilitation and employee assistance programs; and
 - 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services hereunder shall:
 - 1. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and
 - 2. Agree to abide by CONTRACTOR's Drug-Free Policy as a condition of employment.
- D. Effect of Non-Compliance. Failure to comply with the requirements set forth herein may result in termination of this Agreement and/or ineligibility for award of future contracts.

14. INDEMNIFICATION:

- 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, attorney's fees and

other costs of litigation, arising out of, or in connection with, CONTRACTOR'S gross negligence or willful misconduct, 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, provided that CONTRACTOR shall not settle any claim in a manner that admits liability on behalf of COUNTY or imposes any obligation on COUNTY without COUNTY's prior written consent, 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. 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.

15. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONTRACTOR is not entitled to any rights hereunder, unless certificates of insurance, or other sufficient proof that the following provisions have been complied with, are received by the Humboldt County Risk Manager or a designee thereof.

- A. General Insurance Requirements. Without limiting CONTRACTOR's indemnification obligations set forth herein, CONTRACTOR, and its subcontractors hereunder, shall take out and maintain, throughout the entire term of this Agreement, and any extensions thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONTRACTOR or its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, without limitation, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
2. As stated in Exhibit A – Scope of Services, CONTRACTOR will not drive an automobile in the performance of the services provided pursuant to the terms and conditions of this Agreement. If CONTRACTOR's responsibilities are changed in such a way that driving will be required during the performance of the services set forth herein, CONTRACTOR shall take out and maintain Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).

3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers.
4. Cyber Liability Insurance with limits not less than Two Million Dollars (\$2,000,000.00) per occurrence or claim (Two Million Dollars (\$2,000,000.00) aggregate). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this Agreement and shall include, without limitation, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including, but not limited to, infringement of copyright, trademark, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information and alteration of electronic information. Such policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.
5. Technology Professional Liability Insurance – Errors and Omissions Coverage appropriate to CONTRACTOR's profession and performance hereunder, with limits broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this Agreement. Such policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of COUNTY's electronic data and/or information in the care, custody, or control of CONTRACTOR. If not covered under the general liability policy, such coverage may be endorsed onto CONTRACTOR's technology professional liability policy as covered property as follows: If CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, COUNTY shall be entitled to the broader coverage and/or the higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to COUNTY.

B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, referred to as "XCU Hazards."
 - c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.

2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice requirements set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.
4. For claims related to this Agreement, CONTRACTOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR's insurance and will not be used to contribute therewith.
5. Any failure to comply with the terms and conditions of this Agreement shall not affect the coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.
6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.
7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet such aggregate limits.

C. Insurance Notices. Any and all notices regarding the insurance required pursuant to the terms and conditions of this Agreement shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

COUNTY: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

CONTRACTOR: Planet Labs PBC
Attention: General Counsel
645 Harrison St., Floor 4
San Francisco, CA 94109

Email: Alicia.m@planet.com;
Insurance carrier: techcertrequest@newfront.com

16. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agents, servant, employee, partnership, joint venture or any other similar association. Each party hereby agrees that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits. CONTRACTOR shall be solely responsible for the acts and omissions of its agents, officers, employees, assignees and subcontractors.

17. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. CONTRACTOR hereby agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- B. Licensure Requirements. CONTRACTOR hereby agrees to comply with any and all local, state and federal licensure, certification and accreditation standards applicable to the services provided pursuant to the terms and conditions of this Agreement, including, without limitation, the business licensure requirements set forth in Section 811-6(b) of the Humboldt County Code.
- C. Accessibility Requirements. CONTRACTOR hereby agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 11135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.
- D. Conflict of Interest Requirements. CONTRACTOR hereby agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, COUNTY's Conflict of Interest Code, all as may be amended from time to time.

18. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or incorrectly stated, the parties agree to amend the pertinent section to make such insertion or correction.

19. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

In the event any law, regulation or standard referred to herein is amended during the term of this Agreement, the parties agree to comply with the amended provision as of the effective date of such amendment.

20. PROTOCOLS:

Each party hereby agrees that the inclusion of additional protocols may be required to make this Agreement specific. All such protocols shall be negotiated, determined and agreed upon by each of the parties hereto.

21. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

22. ASSIGNMENT:

Neither party shall delegate its duties or assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by CONTRACTOR in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

23. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

24. WAIVER OF DEFAULT:

The waiver by either party of any breach of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement which may then exist on the part of CONTRACTOR. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand repayment of, and CONTRACTOR shall promptly refund, any funds which COUNTY determines were not expended in accordance with the terms and conditions of this Agreement.

25. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

26. AMENDMENT:

This Agreement may be amended at any time during the term hereof upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by authorized representatives of the parties hereto.

27. STANDARD OF PRACTICE:

CONTRACTOR warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONTRACTOR's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

28. USE OF ARTIFICIAL INTELLIGENCE TOOLS:

CONTRACTOR, and its agents, officers, directors, employees, licensees, invitees, assignees and subcontractors, may use generative artificial intelligence ("AI") tools in performing services under this Agreement only in a manner consistent with any and all applicable local state and federal laws, regulations, policies, procedures, standards and contractual requirements. CONTRACTOR, and its agents, officers, directors, employees, licensees, invitees, assignees and subcontractors, shall not input, upload, or disclose any confidential, proprietary, or personally identifiable information into AI tools without COUNTY's prior written authorization. CONTRACTOR shall use generative AI tools only through enterprise or subscription-based platforms that provide contractual confidentiality protections, and shall not use free, public or consumer-grade AI services, in order to ensure that confidential, sensitive, draft or deliberative-process information is not disclosed, stored or made available to third parties or the general public. Any and all AI-generated content used in connection with the services provided pursuant to the terms and conditions of this Agreement must be independently reviewed by qualified personnel for accuracy, completeness, and appropriateness. CONTRACTOR remains fully responsible for all work products, regardless of whether AI tools were used. CONTRACTOR shall clearly disclose when AI tools were used to create, review or edit any draft or document submitted to COUNTY, and final work products in which AI played a significant role shall include a disclosure substantially in the following form: "Generated in part using [Generative AI Platform] and independently reviewed by [Name], [Title], on behalf of [Contractor]." COUNTY may limit or prohibit the use of AI tools at any time and may require CONTRACTOR to revise or replace any AI-generated content. CONTRACTOR shall be liable for any and all claims, demands, losses, damages, liabilities, costs and expenses arising from its use or misuse of AI tools, including, without limitation, confidentiality breaches, intellectual property violations or inaccuracies in AI-generated content.

29. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

30. ADVERTISING AND MEDIA RELEASE:

Any and all informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. CONTRACTOR shall inform COUNTY of any and all requests for interviews by the media related to this Agreement before such interviews take place. COUNTY shall be entitled to have a representative present at any and all interviews concerning the subject matter of this Agreement. Any and all notices required by this provision shall be given to Director in accordance with the notice requirements set forth herein.

31. **SUBCONTRACTS:**

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

32. **ATTORNEYS' FEES:**

If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the party prevailing in said action shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, the term "prevailing party" means the party who dismisses an action in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

33. **SURVIVAL OF PROVISIONS:**

The duties and obligations of the parties set forth in Section 3.D – Compensation upon Termination, Section 8 - Record Retention and Inspection, Section 10 – Confidential Information and Section 14 – Indemnification shall survive the expiration or termination of this Agreement.

34. **CONFLICTING TERMS OR CONDITIONS:**

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority. The Parties acknowledge that the Order Schedule incorporates or references the Master Content License Agreement (MCLA). In the event of any conflict, inconsistency, or ambiguity between the provisions of the MCLA and the terms of this Agreement, the terms of this Agreement shall govern and control. The MCLA shall apply only to the extent that its terms do not conflict with this Agreement.

35. **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.

36. **INDEPENDENT CONSTRUCTION:**

The titles of the sections, subsections, paragraphs and clauses set forth herein are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

37. **FORCE MAJEURE:**

Neither party hereto shall be liable or responsible for delays or failures in performance resulting

from events beyond the reasonable control, and without the fault or negligence, of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, 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.

38. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

39. COUNTERPART EXECUTION:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.

40. AUTHORITY TO EXECUTE:

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.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the first date written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

PLANET LABS PBC:

By: _____
DocuSigned by:
Thomas Murphy
 5F96B3D21988446...

Date: _____ 16 June 2026 | 16:29:06 PDT

Name: _____ Thomas Murphy

Title: _____ General Counsel

By: _____
DocuSigned by:
charlie candy
 2FF1DDB9AB9B45E...

Date: _____ 17 June 2026 | 10:35:35 PDT

Name: _____ charlie candy

Title: _____ Chief Revenue Officer

COUNTY OF HUMBOLDT:

By: _____
 John H. Ford, Director
 Humboldt County Planning and Building Department
 (Pursuant to Board of Supervisors Authorization on June 23, 2026, File ID 26-403)

Date: _____

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____
Jennifer Oakley
 Risk Management

Date: _____ 6/17/2026

LIST OF EXHIBITS:

Exhibit A – Order Schedule Q-25824

**EXHIBIT A
ORDER SCHEDULE Q-25824
PLANET LABS PBC.
FOR FISCAL YEARS 2026-2027 THROUGH 2028-2029**



ORDER SCHEDULE NUMBER: Q-25824
OPPORTUNITY ID: PL-0050830
EXPIRATION DATE: July 20, 2026
ACCOUNT MANAGER: Ryan Coppersmith

+ ORDER SCHEDULE

This Order Schedule is entered into by and between Humboldt County Planning and Building with offices at 3015 H St, Eureka, California 95501, United States ("**Licensee**") and Planet Labs PBC with offices at 645 Harrison Street, 4th Floor, San Francisco, CA 94107, United States ("**Planet**") as of the Contract Effective Date, and is subject to the Terms and Conditions, all set forth below.

ACCEPTED AND AGREED:

By signing this Order Schedule, the undersigned represents that: (i) I am an authorized Licensee signatory; (ii) I agree to the terms and conditions of this Order Schedule.

LICENSEE:

Signed By:

Name:

Title:

Date:

PLANET:

Signed By:

Name:

Title:

Date:

DocuSigned by:
Thomas Murphy
 5F96B3D21988446...

Thomas Murphy

General Counsel

16 June 2026 | 16:29:06 PDT

PRODUCTS AND SERVICES

Year 1

Line Item	Quantity	Unit of Measure	Start Date	End Date	Net Price
Tasking Credits; Tasking Territory: Standard for Government; Single-Entity; Internal Use Rights	27,345	Credits	September 26, 2026	September 25, 2027	\$194,015.00
Subtotal:					USD \$194,015.00

Year 2

Line Item	Quantity	Unit of Measure	Start Date	End Date	Net Price
Tasking Credits; Tasking Territory: Standard for Government; Single-Entity; Internal Use Rights	27,345	Credits	September 26, 2027	September 25, 2028	\$207,687.00
Subtotal:					USD \$207,687.00

Year 3

Line Item	Quantity	Unit of Measure	Start Date	End Date	Net Price
Tasking Credits; Tasking Territory: Standard for Government; Single-Entity; Internal Use Rights	27,345	Credits	September 26, 2028	September 25, 2029	\$221,360.00
Subtotal:					USD \$221,360.00

Grand Total: USD \$623,062.00



ORDER SCHEDULE NUMBER: Q-25824
OPPORTUNITY ID: PL-0050830
EXPIRATION DATE: July 20, 2026
ACCOUNT MANAGER: Ryan Coppersmith

Content Territory: United States



ORDER SCHEDULE NUMBER: Q-25824
OPPORTUNITY ID: PL-0050830
EXPIRATION DATE: July 20, 2026
ACCOUNT MANAGER: Ryan Coppersmith

TERMS AND CONDITIONS

Contract Effective Date:	September 26, 2026	Contract End Date:	September 25, 2029	Contract Duration:	36 Months
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Billing Start Date:	Same as Contract Effective Date	Payment Terms:	Net 30	Billing Frequency:	Annual in advance
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The prices quoted herein will remain valid through the Expiration Date above. The invoice date is determined by the Billing Start Date and Billing Frequency indicated above. Planet will provide an invoice that includes the Fees (and any applicable taxes), which are due and payable in accordance with the payment terms set forth above and the terms of the Agreement. Renewal of any products and services set forth above are subject to a 4% price increase and a separate Order Schedule.

Agreement: The products and services set forth above are provided under the terms of this Agreement, which consists of this Order Schedule, together with Master Content License Agreement and General Definitions, as well as any applicable product- or service-specific terms of service located at <https://planet.com/licensing-information>. If there is any conflict between the terms of this Order Schedule and the Master Content License Agreement, the terms of this Order Schedule shall control.

Usage Rights: "Internal Use Rights" means the right to: (i) use, access, and view Content through the Platform; (ii) download, reproduce, store, display, and print Content; and (iii) create Derivative Products; all for Licensee's own internal, Noncommercial business purposes.

**EXHIBIT B
 SAMPLE INVOICE FORM
 PLANET LABS PBC.
 FOR FISCAL YEARS 2026-2027 THROUGH 2028-2029**

(Place on agency letter head)

INVOICE

**Contractor Name
 Contract Reference
 Contractor Street
 Address
 City, State, Zip Code**

**Invoice Date
 Invoice Period
 Invoice Number**

**Contact Name
 Contact Phone Number**

Date	Quantity	Description of Service	Rate	Total
Total Invoiced Amount				
Contract term	Contract Cap	Amount expended previously	Invoice Amount	Contract Amount Remaining after this Invoice