Planet AI — Terms of Use

Published and effective as of November 5, 2026. These Terms of Use replace and supersede all prior versions.

Introduction
Using Planet AI
License and Ownership
Inputs
How Planet Uses Your Data
Outputs
Feature-Specific Terms
Changes to Planet AI
Privacy and Communications
Copyright and Intellectual Property Policy
Suspension & Termination
General Terms

Introduction

These Terms of Use govern your access to and use of https://ai.planet.com/ and any associated subdomains, interfaces, and APIs that you are authorized to access (collectively, "**Planet AI**"), which is owned and operated by Planet Labs PBC, a Delaware public benefit corporation with offices at 645 Harrison Street, 4th Floor, San Francisco, CA 94107 and its affiliates (collectively,"**Planet**","**we**" or"**us**").

Your use of Planet AI is also subject to Planet's Privacy Policy. If you access other Planet services, products, or platforms (for example, the Planet Insights Platform) these Terms of Use do not apply. These Terms of Use are separate from Planet's general terms of use, available at planet.com/terms-of-use/, which shall not apply respect to Planet AI.

Please read these Terms of Use carefully before accessing or using Planet AI. If you don't agree to these Terms of Use, you should not use Planet AI and should navigate away from Planet AI.

You represent and warrant that you are at least 18 years old and of legal age to form a binding contract. Planet AI is not for use by anyone under the age of 18.

If you're agreeing to these Terms of Use on behalf of an organization or entity, you represent and warrant that you are authorized to agree to these Terms of Use on that organization or entity's behalf and bind them to these Terms of

Use (in which case, the references to"**you**" and"**your**" in these Terms of Use, except for in this sentence, refer to that organization or entity).

If you have a separate written agreement with Planet (or an authorized Planet reseller or partner) that expressly covers Planet AI, that agreement governs to the extent it conflicts with these Terms of Use.

Changes to These Terms of Use

We are constantly trying to improve Planet AI, so these Terms of Use may need to change along with it. We may update these Terms of Use from time to time, for example to reflect changes to Planet AI, our Third-Party Model Providers, or applicable law. If a change materially and adversely affects your rights, or your access to or use of Planet AI, we will either (a) ask you to review and accept the updated Terms of Use before you can continue using Planet AI, or (b) notify you by email to your registered email address at least 15 days before the change takes effect, during which time you may stop using Planet AI and close your account. All other changes, including changes required by law or by a court or authority, or needed to address security or abuse risks, take effect when posted. If you continue to use Planet AI after a change takes effect, the updated Terms of Use apply to you.

Except for changes by us as described here, no other amendment or modification of these Terms of Use will be effective unless in writing and signed by both you and us.

Definitions

"**Content**" means data generated from Planet's satellites or otherwise created by Planet, that may be made available to you through Planet AI. Content does not include Third-Party Content.

"**Derivative Product**" means any informational material that you derive, develop, or improve from or as a result of your access to Content or Outputs, but which does not contain any source image data from the Content and from which the Content cannot be extracted.

"**Data Protection Laws**" means all laws and regulations that apply to the processing of Personal Data, including, as applicable, the EU General Data Protection Regulation (Regulation (EU) 2016/679) ("**GDPR**"), the California Consumer Privacy Act, other U.S. state privacy laws, and any similar laws in other jurisdictions.

“**European Consumer**” means any natural person residing in the European Union, the United Kingdom, or another member country of the Council of Europe, who is acting for purposes which are outside their trade, business, craft, or profession.

"**Inputs**" means any prompts, questions, instructions, Uploaded Files, areas of interest, geometries, or other content or materials that you submit to Planet AI.

"**Licensed Materials**" means the Planet AI, the Content, and the Outputs.

"**Noncommercial**" means use for purposes that do not include uses from which you will derive profits (or other consideration) or otherwise obtain a financial advantage by charging a third party in exchange for products or services that involve your use of the Content, Outputs, or Derivative Products.

"**Outputs**" means the responses, summaries, analyses, detections, annotations, maps, visualizations, Permitted Imagery and other content generated by Planet AI in response to your Inputs. Outputs do not include Content, except for Permitted Imagery, even where Content is displayed or generated in response to your interaction with Planet AI.

"**Personal Data**" means any information relating to an identified or identifiable natural person, and any other information defined as "personal data," "personal information," or a similar term under applicable Data Protection Laws.

"**Permitted Imagery**" means any representation of Content that does not preserve the underlying imagery data and values (including red, green, blue, red-edge, and near-infrared values), such as screenshots, JPEGs, annotations, and printed copies.

Using Planet AI

Overview

Planet AI is an interface powered by artificial intelligence that allows you to seek information about Earth and its conditions. Planet AI deploys large language models developed and operated by third parties ("**Third-Party Model Providers**") to query, analyze, and interpret Content in response to your Inputs, and to generate Outputs. Outputs may be generated from Content, together with Third-Party Sources or Third-Party Content, which Planet AI may use to provide context for, explain, or supplement the Content. Even where an Output is generated primarily from Content, it may also reflect

the general knowledge, training, and behavior of the models from Third-Party Model Providers. Planet does not control, and cannot always identify, the extent to which any particular Output relies on Content, Third-Party Sources, Third-Party Content, or such general knowledge.

Your Account

Account access is available only to persons not barred from receiving services under Planet's business requirements, the supported-country and supported-region requirements of Planet's Third-Party Model Providers (as detailed below), and applicable laws. We can't and won't be responsible for you using Planet AI in a way that breaks the law or violates the requirements of Planet's Third-Party Model Providers.

You will need to provide an email address and other registration information (collectively, "**Login Credentials**") to access Planet AI. You agree to provide us with accurate, complete, and updated registration information about yourself. You may not select as your Login Credentials a name that you don't have the right to use, or another person's name with the intent to impersonate that person. You may not transfer your account to anyone else without our prior written permission.

You will not share your account or Login Credentials with anyone, and you must protect the security of your account and your Login Credentials. You're responsible for any activity associated with your account. If you suspect or discover that your credentials or account have been compromised, promptly contact Planet by filing a support ticket at: https://support.planet.com/hc/en-us/requests/new/.

Planet may require you to enable multi-factor authentication and to provide a phone number or an alternate email address for security purposes. Users are subject to compliance screening, and Planet reserves the right to refuse, suspend, or terminate access to Planet AI without any liability to you.

Pricing; Usage Limits

Planet currently makes Planet AI available to eligible users free of charge. Access may be subject to usage limits, including limits on the number of queries, requests, analyses, areas of interest, or processing volume within a given period ("**Usage Limits**"), which Planet may set and change at any time in its discretion. Unused allowances do not roll over and have no cash value.

Planet may temporarily suspend or limit your access to Planet AI if your usage (i) exceeds applicable Usage Limits, (ii) unduly burdens Planet AI or other Planet services, or (iii) is otherwise inconsistent with normal usage.

Planet reserves the right to introduce paid plans, premium features, or fees in the future. We will not charge you for any use of Planet AI without first notifying you and obtaining your agreement to the applicable pricing and payment terms.

Acceptable Use

You also represent, warrant, and agree that you will not submit any Input, or otherwise use or interact with Planet AI, in a manner that:

- infringes or violates the intellectual property rights or any other rights of anyone else (including Planet);
- violates any applicable law or regulation, including any applicable export control or sanctions laws;
- violates Planet's Statement of Ethical Principles;
- is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
- jeopardizes the security of your account or anyone else's, or attempts to obtain the password, account, or other security information of any other user;
- violates the security of any computer network, or cracks any passwords or security encryption codes;
- "crawls," "scrapes," or "spiders" Planet AI, or uses automated means to access it other than through methods that Planet expressly makes available;
- copies or stores any significant portion of Content, or uses Planet AI as a means to bulk-extract imagery or data;
- attempts to circumvent, disable, or interfere with any safety features, content filters, Usage Limits, or access controls, including through "jailbreaking" or prompt injection;
- uses Planet AI to identify, locate, track, or surveil specific individuals, or to infer sensitive characteristics about individuals;
- submits Prohibited Data, or otherwise submits Personal Data (each defined below) in breach of these Terms of Use;

- uploads files containing malicious code or embedded instructions intended to manipulate Planet AI, in breach of these Terms of Use;
- relies on Outputs as the sole basis for decisions with legal, safety-of-life, or similarly significant effects, including emergency response, navigation, military targeting, or law-enforcement action, without independent human review;
- represents Outputs as human-generated, or as official Planet analysis or statements, when they are not; or
- unreasonably disrupts the functionality of Planet AI or places an unreasonable load on its systems or infrastructure.

License and Ownership

Ownership

Except for the limited licenses granted to you in this section, and as between you and Planet, Planet retains all right, title, and interest, including all intellectual property rights, in and to Planet AI, the Content, the Outputs, and all other Planet intellectual property. To the extent you acquire any right, title, or interest in any Output, you hereby assign it to Planet or, where such an assignment is not permitted under applicable law, grant Planet an exclusive, perpetual, irrevocable, worldwide, royalty-free license to it; provided that nothing in this section transfers to Planet any rights in your Inputs, including any portion of your Inputs reproduced in an Output. These Terms of Use are not a license to use the Planet name, logos, trademarks, or brand features except as required for attribution as provided below. All rights not expressly granted in these Terms of Use are reserved by Planet.

User Categories

The scope of the license granted for use of Planet AI, and any Content, Outputs, and Derivative Products (if applicable) varies based on whether you are using Planet AI personally or on behalf of an organization, as well as the nature of such organization (collectively, the "**User Category**").

You are solely responsible for determining which User Category applies to you, and using Planet AI in conformance with the license of the appropriate User Categories. A User Category applies to you only if you meet every element of its definition. If your circumstances change so that you no longer meet the definition (for example, because you leave your academic

institution), you may no longer exercise the rights specific to your former User Category, except for any rights expressly stated to be perpetual.

Your good-faith belief that you meet the definition of a User Category does not expand the scope of your license. If you do not meet the definition of the User Category you selected any use of the Licensed Materials beyond the scope of the license for the User Category that actually applies to you is unlicensed and is a material breach of these Terms of Use.

Planet is not obligated to verify your User Category, but may request information or documentation reasonably necessary to confirm that you meet the definition of the User Category you selected in response to suspected misuse of these Terms of Use. Planet reserves the right to suspend your access until such verification is complete, as described in the "Suspension & Termination" section below. Neither Planet's decision not to request verification nor its acceptance of any information you provide waives any of Planet's rights.

License

Subject to your compliance with these Terms of Use, Planet grants you a limited, non-transferable, non-exclusive, non-sublicensable, non-assignable, revocable license, during the term of your access to Planet AI, to access and use Planet AI as described for your User Category below.

Personal Users

"**Personal User**" means an individual who uses Planet AI solely in their personal capacity, for their own personal interest, learning, or enjoyment, and whose use of Planet AI is Noncommercial, and not on behalf of, at the direction of, or for the benefit of any third party, including any employer, client, academic institution, non-profit organization, government body, or other organization.

If you are a Personal User, you may for the purposes of your personal interest, learning, or enjoyment: (i) use and access Planet AI, and view Content and Outputs through Planet AI; (ii) reproduce, store, display, and print Outputs (including Deep Research Reports) and Permitted Imagery internally; (iii) create Derivative Products; (iv) distribute Derivative Products solely for Noncommercial promotion of your use of Planet AI or outcomes of your independent research or learning, including through your social media platforms, provided that any Permitted Imagery included in such distributed

Derivative Products must be annotated or otherwise modified by you. All distributions are subject to the attribution requirements set forth below.

For clarity, you may not use Outputs or Derivative Products as the basis for any product, service, report, or advice provided to anyone else, whether or not you charge for it.

Notwithstanding the foregoing, Deep Research Reports shall be used solely for your internal purposes. Deep Research Reports, or any derivation or excerpt thereof, shall not be distributed externally.

Education and Research Users

"**Education and Research User**" means an individual who is a student, faculty member, or employed researcher of an accredited university, college, or other degree-granting educational institution.

If you are a Education and Research User, solely for the purposes of Noncommercial education or scientific research, you may: (i) use and access Planet AI, and view Content and Outputs through Planet AI; (ii) reproduce, store, display, and print Outputs and Permitted Imagery, and create Derivative Products; and (iii) publish articles, theses, and papers related to or based upon Content, Outputs, or Derivative Products, in academic or scientific research journals. All distributions are subject to the attribution requirements set forth below.

In addition, you shall have the limited right to distribute Derivative Products for promoting your research, including through your social media platforms, provided that any Permitted Imagery included in such distributed Derivative Products must be annotated or otherwise modified by you.

Notwithstanding the foregoing, Deep Research Reports shall be used solely for your internal education or scientific research purposes. Deep Research Reports, or any derivation or excerpt thereof, shall not be distributed externally.

NGO or Non-Profit Users

"**NGO or Non-Profit User**" means an individual employee or volunteer acting on behalf of an organization, that: (a) is legally established tax-exempt non-profit, charitable, or non-governmental organization, recognized under the laws of the jurisdiction in which it is established, such as 501(c)(3) non-profit under the U.S. Internal Revenue Code; and (b) operates primarily

for a charitable, humanitarian, environmental, conservation, scientific, educational, or other public-benefit purpose.

If you are an NGO or Non-Profit User, you may: (i) use and access Planet AI, and view Content and Outputs through Planet AI; (ii) reproduce, store, display, and print Outputs and Permitted Imagery internally; (iii) create Derivative Products; (iv) distribute Derivative Products externally, solely for reporting and promotional purposes (for example, newsletters, donor communications, and annual reports), including through your organization-branded social media accounts; all for Noncommercial business purposes and in furtherance of your organization's official charitable or philanthropic mission. Any Permitted Imagery included in a Derivative Product that you publish, distribute, or share under (iv) above must be annotated or otherwise modified by you. All distributions are subject to the attribution requirements set forth below.

Notwithstanding the foregoing, Deep Research Reports shall be used solely for your organization's internal, Noncommercial business purposes. Deep Research Reports, or any derivation or excerpt thereof, shall not be distributed externally.

Media Users

"**Media User**" means an individual employee or freelance journalist acting in their journalistic capacity for an organization whose primary business or mission is the regular gathering, production, and dissemination of news, journalism, or reporting on matters of public interest to the general public, and which exercises independent editorial control over that content (for example, a newspaper, magazine, news agency or wire service, broadcaster, or digital news publisher).

If you are a Media User, you may: (i) use and access Planet AI, and view Content and Outputs through Planet AI as a tool to assist in background information gathering and fact-finding for journalistic purposes; (ii) reproduce, store, print, and display Permitted Imagery and Outputs in print, digital, or other formats or media now or hereafter existing; (iii) create Derivative Products; (iv) sell, license, and distribute copies of the applicable Permitted Imagery and/or Derivative Products; and (v) publicly display and publicly perform the applicable Permitted Imagery and/or Derivative Products, provided that: (A) Permitted Imagery must be used as a component of a larger news piece or story, and not on a stand-alone basis; and (B) in no event may the Permitted Imagery or Derivative Product be used to deceive or otherwise misinform the public.

Notwithstanding the foregoing, Deep Research Reports shall be used solely for your organization's internal, Noncommercial business purposes. Deep Research Reports, or any derivation or excerpt thereof, shall not be distributed externally.

Government Users

"**Government User**" means an individual employee or contractor of a national, federal, state, provincial, regional, municipal, or local government, or any department, ministry, agency, or other body of such a government, using Planet AI for official governmental purposes.

If you are a Government User, you may: (i) use and access Planet AI, and view Content and Outputs through Planet AI; (ii) reproduce, store, display, and print Outputs and Permitted Imagery, and (iii) create Derivative Products; all of the foregoing solely for your internal, Noncommercial governmental purposes. You may not publish, publicly release, or distribute Outputs (including Deep Research Reports), Content, or any derivation thereof.

Enterprise Users

"**Enterprise User**" means an individual employee or contractor of a for-profit company or other commercial entity, and any other user (including a self-employed individual using Planet AI in the course of their trade, business, or profession) who does not meet the definition of another User Category.

If you are an Enterprise User, you may (i) use and access Planet AI, and view Content and Outputs through Planet AI; (ii) reproduce, store, display, and print Outputs and Permitted Imagery; and (iii) create Derivative Products, all of the foregoing solely for your internal, Noncommercial business purposes. You may not publish, publicly release, or distribute Outputs (including Deep Research Reports), Content, or any derivation thereof externally.

License Restrictions

You may not use the Licensed Materials for any purpose except as expressly set forth in these Terms of Use. By way of example, and without limiting the generality of the preceding sentence, you 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 for your User Category;

(d) sublicense, lease, rent, loan, sell, transfer, or distribute the Licensed Materials to any third party, except as expressly authorized for your User Category;

(e) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, model weights, system prompts, or underlying ideas of Planet AI, including the Third-Party Model Providers' models;

(f) allow third parties to access or use Planet AI, including in any application service provider environment, service bureau, or time-sharing arrangement; or

(g) use any Licensed Materials or Derivative Products, in whole or in part, to develop, train, fine-tune, validate, benchmark, or otherwise improve any artificial intelligence or machine learning model, algorithm, or system, or any product or service that competes with Planet, for any purpose, including through distillation or by using Outputs as training data.

Attribution

Any permitted publication, distribution, or sharing of Outputs, Derivative Products, or Permitted Imagery must include attribution in the following forms, as applicable (which Planet may update from time to time):

- Formal publications or reports: "Planet ([YEAR]); ai.planet.com"
- Permitted Imagery: "Imagery © [YEAR] Planet Labs," displayed clearly and prominently on or adjacent to the imagery
- AI-generated Outputs: "Generated with Planet AI; ai.planet.com";
- Deep Research Reports: “AI-generated report produced using Planet AI. ai.planet.com. [DATE].)”; and
- Social media: credit "Planet" and tag Planet's official account on the applicable platform (e.g., @Planet on LinkedIn and X; @PlanetLabs on Instagram); for video, the credit must remain visible for as long as the Derivative Product is shown.

Third-Party Content

Planet may make data of third parties (for example, Landsat or Sentinel) available through Planet AI (“**Third-Party Content**”). Third-Party Content is

made available to you in Planet AI as a convenience and at no additional charge. Third-Party Content is subject to separate terms and conditions, available at the hyperlinks below. Planet makes no representations, warranties, covenants, or commitments with respect to any such Third-Party Content and Planet assumes no liability nor bears any responsibility in connection with any such Third-Party Content.

https://developers.google.com/earth-engine/datasets

https://www.openstreetmap.org/copyright

Third-Party Model Providers

When using Planet AI, you must comply with the usage policies of the Third-Party Model Providers identified below, as updated from time to time.

Model	Provider	Usage Policy
Claude	Anthropic, PBC	https://www.anthropic.com/legal/aup
Gemini	Google LLC	https://cloud.google.com/terms/aup https://policies.google.com/terms/generative-ai/use-policy

Planet may add, remove, or change Third-Party Model Providers at any time, and will update this list accordingly. Except as expressly stated in these Terms of Use, Planet makes no representations, warranties, covenants, or commitments with respect to Third-Party Model Providers, and assumes no liability and bears no responsibility in connection with them.

Inputs

Your Responsibility for Inputs

You are solely responsible for your Inputs. You represent and warrant that you have all rights, licenses, consents, and permissions necessary to submit your Inputs and to allow Planet and its Third-Party Model Providers to process them as described in these Terms of Use, and that your Inputs, and Planet's processing of them as described in these Terms of Use, will not violate any applicable law, any third party's rights, or any confidentiality obligations. As between you and Planet, you retain any rights you hold in your Inputs.

Uploaded Files

Planet AI may allow for you to attach or otherwise provide documents, spreadsheets, images, geospatial files, or other files (collectively "**Uploaded**

Files"). Use of the Uploaded Files features are subject to the following additional restrictions:

(a) **Permitted file types and limits.** You may upload only the file types, file sizes, and number of files that Planet supports, as identified in Planet AI and updated from time to time.

(b) **No malicious content.** You will not upload any file that contains viruses, malware, ransomware, macros or scripts designed to execute embedded instructions intended to manipulate Planet AI, including "prompt injection" or any other harmful or disruptive code.

(c) **Scanning, rejection, and removal.** Planet may, but is not obligated to, automatically scan, filter, or review Uploaded Files for security, abuse prevention, and compliance with these Terms of Use. Planet may refuse, quarantine, or delete any Uploaded File, without notice, if it reasonably believes the file violates these Terms of Use or poses a risk to Planet, its users, or its systems.

(d) **No backup or storage service.** Planet AI is not a file storage or backup service. Uploaded Files may be deleted, as detailed below, and you should retain your own copies.

Prohibited Data

You will not include in any Input, including any prompt or Uploaded File, any of the following (collectively, "**Prohibited Data**"):

(a) special categories of Personal Data within the meaning of Article 9 of the GDPR or UK GDPR, or equivalent "sensitive" data under other Data Protection Laws, including data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and genetic data, biometric data processed to uniquely identify a person, health data, or data concerning a person's sex life or sexual orientation;

(b) Personal Data relating to criminal convictions and offences (Article 10 GDPR);

(c) Personal Data of children (persons under 16, or a higher age where required by applicable law);

(d) government-issued identifiers, such as Social Security numbers, national insurance numbers, passport numbers, driver's license numbers, or tax identification numbers;

(e) financial account information, such as payment card numbers, bank account numbers, or financial account credentials;

(f) protected health information subject to HIPAA, or similar regulated health or medical records;

(g) precise geolocation data of identified or identifiable individuals other than yourself, including location histories, tracking data, or data associating identifiable individuals or their homes with specific locations;

(h) authentication credentials, such as passwords, API keys, private keys, or access tokens;

(i) classified information, controlled unclassified information (CUI), or technical data or software controlled under the U.S. International Traffic in Arms Regulations (ITAR), Export Administration Regulations (EAR), or other export control laws;

(j) confidential information or trade secrets of a third party that you are not authorized to disclose; or

(k) any other data whose collection, disclosure, or processing would require Planet to obtain a license, registration, or certification, or to comply with sector-specific security or data-handling obligations.

Other Personal Data; Data Minimization

Planet AI is designed to analyze geospatial data and related information, and it is not intended for processing Personal Data in Inputs. Other than Prohibited Data, which is never permitted within Inputs, you will (a) minimize any Personal Data in your Inputs to what is strictly necessary for your use of Planet AI, and remove, redact, or anonymize Personal Data wherever possible before submission; and (b) not submit Personal Data relating to individuals other than incidental business contact information (such as the name or work email address of a colleague or document author) unless you have satisfied your obligations as a controller in the following section.

Roles and Responsibilities for Personal Data in Inputs

To the extent your Inputs contain any Personal Data and Data Protection Laws apply to you, you are responsible for that Personal Data as an independent controller, and you represent and warrant that: (a) you have a valid legal basis under applicable Data Protection Laws for submitting it to Planet AI; (b) you have provided all notices and obtained all consents required by Data Protection Laws; and (c) you are permitted to disclose it to Planet for

processing as described in these Terms of Use and Planet's Privacy Policy. You will not use Planet AI for any processing of Personal Data that is likely to result in a high risk to individuals, such as large-scale processing of Personal Data or the systematic monitoring of individuals.

Unless you and Planet have entered into a separate written data processing agreement that expressly covers Planet AI, Planet does not act as your processor or service provider with respect to Personal Data in your Inputs, and these Terms of Use do not include data processing terms under Article 28 of the GDPR or equivalent provisions of other Data Protection Laws. Instead, Planet processes any Personal Data it receives through your Inputs as a separate and independent controller, for the purposes described in these Terms of Use and Planet's Privacy Policy, available at www.planet.com/privacy/, including as to the purposes of processing, international transfers, retention, and the rights available to data subjects.

Inadvertent Submission; Planet's Remedies

If you become aware that you have submitted Prohibited Data, or Personal Data in breach of these Terms of Use, you will promptly delete it from Planet AI, where you are able to do so, and notify Planet at mydata@planet.com. Planet may, without liability to you, delete any Input it reasonably believes contains Prohibited Data in addition to termination or suspension of your access to Planet AI as described in these Terms of Use. Planet has no obligation to monitor Inputs for Prohibited Data or Personal Data, and Planet's failure to detect or remove it does not relieve you of your obligations.

How Planet Uses Your Data

Planet will process your Inputs (including Uploaded Files) and the Outputs to provide, maintain, secure, and support Planet AI for you, to detect and prevent abuse and violations of these Terms of Use, and to comply with law. Planet may share Inputs with Third-Party Model Providers as necessary to generate Outputs.

Planet will not use your Inputs or the Outputs to train, fine-tune, or otherwise improve its artificial intelligence or machine learning models, except as described in this section.

Your use of Planet AI is subject to Planet's Privacy Policy available at www.planet.com/privacy/

Aggregate Data

Without limiting Planet's Privacy Policy (planet.com/privacy), Planet is permitted to monitor the functioning and performance of Planet AI and generate performance analytics based on this data. However, any tracking and analytics performed by Planet will be anonymized and aggregated ("**Aggregated Anonymous Data**"). Planet may use the Aggregated Anonymous Data to analyze, improve, support and operate Planet AI and otherwise for any business purpose, including without limitation to generate industry benchmarks or best practices guidance, recommendations or similar reports for distribution to and consumption by users. For clarity, nothing herein shall be deemed to give Planet the right to identify a user as the source of any Aggregated Anonymous Data.

Feedback

If you provide Planet with feedback, ratings (such as thumbs-up or thumbs-down), comments, suggestions, or corrections about Planet, Planet AI, Content, Outputs, or Third-Party Model Providers ("**Feedback**"), you grant Planet a non-exclusive, royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use that Feedback, or to incorporate it into Planet AI, Content, or any of Planet's products or services, as Planet sees fit, entirely without obligation of any kind to you. When you submit Feedback on a specific interaction, Planet may review and use the associated Inputs and Outputs to evaluate and improve Planet AI, including its models. Planet may also request that you provide Feedback from time to time.

Retention

Inputs (including Uploaded Files) and Outputs are retained until you delete them or the conversation in which they were uploaded, or until you deactivate your account or your account is terminated by Planet, after which they are deleted or de-identified. Notwithstanding the foregoing, Planet may retain Inputs and Outputs as may be required by law or otherwise to ensure compliance with these Terms of Use. Third-Party Model Providers may retain Inputs and Outputs for a limited period in accordance with their terms.

Access, Export, and Deletion

While your account is active, you may be able to download or export your Inputs and Outputs, including Deep Research Reports, using the export tools Planet makes available in Planet AI. For clarity, any exported Outputs remain

subject to Planet's ownership and the license terms for your User Category as provided under these Terms of Use.

You may delete individual conversations from your account at any time using the tools in Planet AI. Deleted items will be removed from Planet's active systems within thirty (30) days, and from backups within ninety (90) days, except where retention is required by law, needed to resolve a dispute, or needed to investigate a violation of these Terms of Use. Deletion does not affect Aggregated Data, or Feedback you have already submitted.

Requests by individuals to exercise rights under Data Protection Laws (such as access, rectification, erasure, or portability) regarding Personal Data about them as account holders should be submitted as described in Planet's Privacy Policy at www.planet.com/privacy/. If Planet receives a request relating to Personal Data contained in your Inputs, Planet may refer the requester to you as controller, and you will respond to the request in accordance with Data Protection Laws.

Outputs

Output Verification

Planet AI uses artificial intelligence and machine learning technologies. Outputs are generated probabilistically and may be incorrect, incomplete, outdated, inconsistent, offensive, or misleading, and may be inconsistent with the views of Planet or the Third-Party Model Providers. Planet AI may fail to identify features or objects depicted in Content, or may "hallucinate" features, objects, events, facts, or sources that do not exist. Outputs may not reflect recent events or current ground conditions, and the same Input may produce different Outputs at different times.

You are responsible for evaluating whether Outputs are appropriate for your use case through human review, before you use them. You should not rely on Outputs without independently checking their accuracy, including, without limitation, by performing visual comparisons with the corresponding imagery. You are solely responsible for any decisions and actions taken (or not taken) based on Outputs. Planet AI is not a substitute for professional advice (including legal, financial, medical, engineering, insurance, or safety advice) and should not be used for such purposes.

Third-Party Sources

Outputs may contain citations to websites, publications, databases, and other information sources not owned or controlled by Planet, including information made available through the search, browsing, retrieval, or "grounding" tools of Third-Party Model Providers, and information reflected in those providers' models, that Deep Research or other features of Planet AI may access, retrieve, quote, summarize, or cite (collectively, "**Third Party Sources**").

Outputs may cite or otherwise utilize Third-Party Sources that are inaccurate, incomplete, outdated, mischaracterized, or nonexistent, and may summarize or paraphrase Third-Party Sources in ways that change their meaning. You are responsible for checking cited sources and other factual assertions before relying on Outputs, including Deep Research Reports. Third-Party Sources are not controlled by Planet. Planet is not responsible for their availability, accuracy, legality, or content, and their inclusion in an Output does not imply Planet's endorsement.

Outputs may address topics such as events, locations, organizations, infrastructure, or activities. They may contain statements about identifiable organizations or individuals drawn from Third-Party Sources, which may be inaccurate. You will not publish or rely on any such statement without independent verification.

AI Transparency and Regulatory Compliance

You acknowledge that, when you use Planet AI, you are interacting with an artificial intelligence system and that Outputs, including Deep Research Reports, are generated by AI. Planet may label, watermark, or embed metadata in Outputs to identify them as AI-generated, and you will not remove or obscure such labels, watermarks, or metadata.

If you make Outputs available to others in a way permitted for your User Category, you are responsible for complying with any transparency, disclosure, or labeling obligations that apply to you under applicable law, including Article 50 of the EU Artificial Intelligence Act (Regulation (EU) 2024/1689) (the "**EU AI Act**") where applicable. This includes disclosing that text published to inform the public on matters of public interest has been artificially generated or manipulated, unless it has undergone human review or editorial control and a person holds editorial responsibility for its publication.

Planet AI is a general-purpose geospatial research and analysis tool. It is not designed or intended for use (a) in any practice prohibited under Article 5 of

the EU AI Act, or similar laws, including social scoring, untargeted scraping of facial images, biometric categorization to infer sensitive characteristics, or assessing the risk that an individual will commit a criminal offence based solely on profiling; or (b) as, or as a safety component of, any high-risk AI system listed in Annex III of the EU AI Act, including systems for biometric identification, critical infrastructure safety management, education or employment decisions, access to essential public or private services (including creditworthiness and insurance pricing), law enforcement, migration, asylum and border control, or the administration of justice and democratic processes. You will not use Planet AI or any Outputs for any such purpose. If you integrate Planet AI or Outputs into your own AI system, you are solely responsible for that system's compliance with the EU AI Act and other applicable AI laws, including any obligations you have as a "provider" or "deployer."

Planet may modify, restrict, or suspend features of Planet AI, including in particular jurisdictions, as Planet reasonably considers necessary to comply with the EU AI Act or other laws regulating artificial intelligence.

Feature-Specific Terms

Deep Research

"**Deep Research**" is a feature of Planet AI that, in response to your Inputs, autonomously plans and performs a multi-step research process and synthesizes the results into a report, briefing, summary, or other compiled document (a "**Deep Research Report**"). Deep Research may run for an extended period, may perform many intermediate steps without further instruction from you, and may consume a greater share of your Usage Limits than other features. Deep Research Reports are Outputs, and are subject to all rights and obligations for Outputs provided in these Terms of Use, in addition to any additional restrictions provided for the Deep Research Reports.

By using Deep Research, you acknowledge that: (a) Deep Research Reports are generated automatically and are not reviewed, verified, or endorsed by Planet or any Planet analyst before delivery to you. They do not represent the opinions, analysis, or official positions of Planet; and (b) Deep Research Reports may include excerpts of, or information derived from, copyrighted Third-Party Sources. Planet's ownership of Outputs does not extend to third-party material contained in a Deep Research Report, and you are

responsible for ensuring that any use of third-party material in a Deep Research Report complies with applicable law and the rights of its owners.

Evaluation Features

From time to time, Planet may make certain features available to you for your own internal, noncommercial, evaluation purposes only, such features may include imagery data, new products, new features, beta products, and early adopter products (collectively "**Evaluation Features**"). If Planet provides you with Evaluation Features, Planet grants you a limited, non-exclusive, non-transferable, non-sublicensable, non-assignable, revocable, license to use the Evaluation Features solely for your own internal testing and evaluation purposes. Evaluation Features are provided AS-IS and may contain bugs that may cause system or other failure and data loss.

Changes to Planet AI

We're always trying to improve Planet AI, so it may change over time. We may suspend or discontinue any part of Planet AI, or we may introduce new features or impose limits on certain features or restrict access to parts or all of Planet AI. Similarly, we reserve the right to change Third-Party Model Providers or their models, Usage Limits, or available Content. We'll try to give you notice when we make a material change to Planet AI that would adversely affect you, but this isn't always practical.

Privacy and Communications

Planet takes the privacy of its users seriously. For the current Planet Privacy Policy, please visit https://www.planet.com/privacy/. The Privacy Policy describes how Planet processes Personal Data about you as an account holder, such as your registration and usage information.

Copyright and Intellectual Property Policy

Planet respects intellectual property laws and has adopted the following Copyright and Intellectual Property Policy.

Reporting Instances of Intellectual Property Violations

Planet will respond to notices of intellectual property violations that provide complete information for us to identify and locate the allegedly infringing materials. Where appropriate, we will remove allegedly infringing materials.

Upon review, we may decline to remove allegedly infringing materials – for example, if we determine they are not infringing, if we lack adequate information to determine that they are infringing, if we are unable to find the accused materials, or if the materials are protected by the fair use doctrine, among other reasons.

Please note, under the Digital Millennium Copyright Act ("DMCA"), section 512(f), any person that knowingly materially misrepresents that activity is infringing may be liable for damages, including costs and attorney's fees. If someone has used your original work (for example, a photo you took, or an article you wrote) without your permission, you may want to seek legal guidance to find out if your intellectual property rights have been infringed. Planet is unable to provide you with legal advice regarding copyright, trademark or other intellectual property matters.

Copyright Notices

If you believe that material accessible on or through Planet AI infringes a copyright, please send a notice of copyright infringement to dmcaagent@planet.com with the following information:

1. Identification of the work or material that you claim has been infringed. If this material exists online, please provide a URL.
2. Identification of the material that is claimed to be infringing, including its location on Planet's network, with sufficient detail so that Planet is capable of finding the material and verifying its existence (e.g., a URL).
3. Contact information, including your name, address, telephone number, and email address.
4. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or law.
5. A statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright owner or authorized to act on the copyright owner's behalf.
6. A physical or electronic signature of the owner of the copyright that has been allegedly infringed or a person authorized to act on behalf of the owner.

Please note that, due to security concerns, attachments sent via email cannot be accepted. Accordingly, any notification of infringement submitted electronically with an attachment will not be received or processed.

You may also submit a notice to the agent below:

DMCA Notice Agent - Legal Department

Planet Labs PBC

645 Harrison Street, 4th Floor

San Francisco, CA 94107

Phone: (415) 829-3313

Counter Notices / Appeals

If you believe you are the wrongful subject of a DMCA notification, you may file a counter-notification with Planet at dmcaagent@planet.com or by mail at the address above.

Suspension & Termination

Planet is free to terminate or suspend your access to Planet AI, for any reason at our discretion, including your violation of these Terms of Use. Planet has the sole right to decide whether you are in violation of any of the restrictions set forth in these Terms of Use.

Notwithstanding the foregoing, if you are a European Consumer, the foregoing paragraph shall not apply, and instead: (a) Planet may terminate or modify your access to unpaid access to Planet AI at any time upon providing reasonable advanced notice; (b) Planet may immediately suspend or terminate your access without prior notice if you commit a material breach of these Terms of Use, where necessary to comply with legal or compliance requirements, or to address security, compliance, or technical threats; (c) you may withdraw from these Terms of Use within fourteen (14) days of creating your account, without giving any reason, by closing your account.

Account termination may result in destruction of any materials or information, including Inputs and Outputs, associated with your account, so keep that in mind before you decide to terminate your account.

Provisions that, by their nature, should survive termination of these Terms of Use shall survive termination. By way of example, all of the following will survive termination: any obligation you have to indemnify us, any limitations on our liability, any terms regarding ownership or intellectual property rights, and terms regarding disputes between us.

General Terms

Publicity

With your prior written consent, Planet may use your name, trademarks, and logos in its marketing materials in all media for testimonials regarding your experience with Planet AI. All such use will follow your then-current marketing and branding guidelines and restrictions.

Warranty Disclaimer

Neither Planet nor its affiliates, licensors, or suppliers makes any representations or warranties concerning any materials or information contained in or accessed through Planet AI, and we will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of material contained in or accessed through Planet AI. We (and our affiliates, licensors and suppliers) make no representations or warranties regarding suggestions or recommendations of any services or products now or in the future offered or purchased through Planet AI. Any products, services, or features thereof now or in the future purchased or offered (whether or not following such recommendations and suggestions) through Planet AI are provided "AS IS" and without warranty of any kind from Planet or others (unless, with respect to such others, only as provided expressly and unambiguously in writing by a designated third party for a specific feature. THE LICENSED MATERIALS AND THIRD-PARTY CONTENT ARE PROVIDED BY PLANET (AND ITS LICENSOR(S) AND SUPPLIER(S)) ON AN "AS IS" BASIS, WITHOUT WARRANTIES OR ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE LICENSED MATERIALS OR THIRD-PARTY CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Limitation of Liability

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL PLANET (OR ITS LICENSOR(S) OR SUPPLIER(S)) BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST

PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, OR (B) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE GREATER OF (I) $100 OR (II) THE AMOUNTS PAID BY YOU TO PLANET IN CONNECTION WITH PLANET AI IN THE TWELVE (12) MONTH PERIOD PRECEDING THIS APPLICABLE CLAIM, OR (C) ANY MATTER BEYOND OUR REASONABLE CONTROL. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

If you are a European Consumer, the limitations and exclusions in this section and in the Warranty Disclaimer above do not apply to you. Instead, Planet is liable without limitation for intent and gross negligence, for injury to life, body, or health, and as required by mandatory product liability law. Because Planet AI is provided free of charge, Planet is not otherwise liable for slight negligence.

Indemnity

To the fullest extent allowed by applicable law, you agree to indemnify and hold Planet, its affiliates, officers, agents, employees, and partners harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising from or in any way related to any third-party claims relating to (a) your use of Planet AI (including any actions taken by a third party using your account), and (b) your violation of these Terms of Use. In the event of such a claim, suit, or action ("**Claim**"), we will attempt to provide notice of the Claim to the contact information we have for your account (provided that failure to deliver such notice shall not eliminate or reduce your indemnification obligations hereunder). If you are a European Consumer, this section applies only to the extent permitted by applicable law and only to claims arising from your breach of these Terms of Use or your violation of law.

Assignment

You may not assign, delegate or transfer these Terms of Use or your rights or obligations hereunder, or your Planet AI account, in any way (by operation of law or otherwise) without Planet's prior written

consent. We may transfer, assign, or delegate these Terms of Use and our rights and obligations without consent.

Compliance

Your use of Planet AI shall comply fully with all applicable laws and regulations, which may include, without limitation, the Foreign Corrupt Practices Act and other anti-corruption laws and regulations, economic sanctions administered by the U.S. Department of the Treasury, and export controls administered by the U.S. Department of Commerce, the U.S. Department of State, and other governments and governmental entities (collectively, "T**rade Control Laws**"). Without limiting the foregoing, you shall ensure that neither the Licensed Materials 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 a Sanctioned Jurisdiction or Restricted Party (as such terms are defined below), except as prior licensed or otherwise authorized under Trade Control Laws; (b) exported, reexported, transferred, re-transferred or otherwise shipped, directly or indirectly, in violation of any applicable Trade Control Laws; or (c) used for nuclear end-uses, rocket systems, unmanned air vehicles, chemical or biological weapons, maritime nuclear propulsion, weapons of mass destruction, or other restricted end-uses except as licensed or otherwise authorized under applicable Trade Control Laws. "**Sanctioned Jurisdiction**" means a country, region, territory, or government with respect to which the U.S. government imposes economic sanctions (e.g., Crimea, Donetsk, and Luhansk regions of Ukraine, Cuba, Iran, North Korea, and Syria)."**Restricted Party**" means an individual or entity included on any of the restricted party lists maintained by the U.S. Government (e.g., Specially Designated Nationals List, Foreign Sanctions Evader List, Sectoral Sanctions Identification List, Denied Persons List, Unverified List, Entity List, or List of Statutorily Debarred Parties).

Ethics

You acknowledge receipt of Planet's Statement of Ethical Principles (https://www.planet.com/ethics/ or successor URL). Without limiting your obligation to comply with applicable international law, Planet may suspend or terminate your access to Planet AI or any part thereof if Planet has a reason to believe that you have used the Licensed Materials for the intentional targeting of civilians or in connection with the indiscriminate use of weapons.

Limitations on Planet's Operations

From time to time, Planet may be compelled by governmental licensing authorities to provide access to Planet AI to regulators or others as may be required for compliance purposes. In addition, Planet may be required to cease or limit its operations, including the collection or distribution of satellite imagery data in certain areas for certain periods of time. Planet's limitation on operations for the reasons set forth herein shall not be considered a failure or breach of these Terms of Use.

U.S. Government Rights

No technical data or computer software is developed under these Terms of Use, and the Licensed Materials provided hereunder are "commercial products and services" as that term is defined at FAR 2.101 and have been developed at private expense. Planet AI and all parts thereof are provided with limited rights asserted by Planet.

Choice of Law; Arbitration

If you reside or your company's registered or business address is in the USA or elsewhere in the world outside of a member country of the Council of Europe, then these Terms of Use are deemed to be executed with Planet Labs PBC, and the following terms apply:

These Terms of Use are governed by and will be construed under the laws of the State of California, without regard to the conflicts of laws' provisions thereof. Any dispute arising from or relating to the subject matter of these Terms of Use shall be finally settled in San Francisco County, California, in English, in accordance with the Streamlined Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("**JAMS**") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with such Rules. Judgment upon the award rendered by such arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing obligation to arbitrate disputes, each party shall have the right to pursue injunctive or other equitable relief at any time, from any court of competent jurisdiction. For all purposes of these Terms of Use, the parties consent to exclusive jurisdiction and venue in the state or federal courts located in, respectively, San Francisco County, California or the Northern District of California.

Any arbitration under these Terms of Use will take place on an individual basis: class arbitrations and class actions are not permitted.

YOU UNDERSTAND AND AGREE THAT BY ENTERING INTO THE BINDING CONTRACT BASED ON THESE TERMS, YOU AND PLANET ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

If you reside or your company's registered or business address is in a member country of the Council of Europe, then these Terms of Use are deemed to be executed with Planet Labs GmbH, a German corporation with its principal place of business at Kurfürstendamm 22, 10719 Berlin, Germany, and the following terms apply:

These Terms of Use are governed by and will be construed in accordance with the laws of Germany. All disputes arising out of or in connection with these Terms of Use or its validity shall be finally settled in accordance with the Arbitration Rules of the German Institution of Arbitration (DIS) without recourse to the ordinary courts of law. The place of arbitration is Berlin. The arbitral tribunal shall be composed of three (3) arbitrators. The language of the arbitral proceedings is English.

If you are a European Consumer, the preceding arbitration agreement does not apply to you, and disputes may be brought before the competent courts. The choice of German law does not deprive you of the protection of the mandatory provisions of the law of the country in which you have your habitual residence.

Trademark Information

"Planet", "Planet Labs", "PlanetScope", "SkySat", "Dove" and various other trademarks, logos and service marks (the "**Marks**") displayed on www.ai.planet.com and other sites owned and operated by Planet (including www.planet.com) are trademarks of Planet Labs PBC and its affiliates, or of their respective third-party owners, in various jurisdictions, whether or not registered, and regardless of being specifically designated as such where used. Use of the Marks is not permitted absent prior written consent of Planet or of the respective third-party owner.

Force Majeure

Except for any payment obligations you may have, neither party shall be liable for any failure or delay to perform any obligation under these Terms of Use due to fire, explosion, earthquake, storm, flood or other weather, unavailability

of necessary utilities or raw materials, Internet service provider failures or delays, denial of service attacks, war, civil unrest, acts of terror, insurrection, riot, disease or viral outbreak or epidemic or pandemic, acts of nature or the public enemy, strikes or other labor problems, any law, act, order, proclamation, decree, regulation, ordinance, or instructions of government or other public authorities, or judgment or decree of a court of competent jurisdiction (not arising out of breach by such party of these Terms of Use), or any other event beyond the reasonable control of the party whose performance is to be excused.

Miscellaneous

The failure of either you or us to exercise, in any way, any right herein shall not be deemed a waiver of any further rights hereunder. If any provision of these Terms of Use is found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms of Use shall otherwise remain in full force and effect and enforceable. You and Planet agree that these Terms of Use are the complete and exclusive statement of the mutual understanding between you and Planet, and that it supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms of Use, including without limitation the Terms of Service for A.I. Beta Application Trial. You hereby acknowledge and agree that you are not an employee, agent, partner, or joint venture of Planet, and you do not have any authority of any kind to bind Planet in any respect whatsoever. You and Planet agree there are no third-party beneficiaries intended under these Terms of Use.

Legal Contact and Notice Information

If you have any questions concerning the usage or licensing of Planet's trademarks or copyrights, or use of Planet AI in general, please contact the Planet Legal Department by email at legal@planet.com.

You agree that we will provide notices and messages to you in the following ways: (1) within Planet AI; or (2) sent to the contact information you provide to us. You agree to keep your contact information up to date.