



PLACER LABS, INC.

ORDER FORM

| | | |
|------------------------|--|--|
| City of Flagstaff | (“Customer”) | Placer Labs, Inc. (“Placer”) |
| Address: | 211 W Aspen Ave. Flagstaff, AZ 86001 | Address: 340 S Lemon Ave #1277, Walnut, CA 91789 |
| Contact Person: | John Saltonstall | Contact Person: Steve Flynn |
| Email: | jsaltonstall@flagstaffaz.gov | Billing Contact Person: Ethan Low |
| Phone: | (928) 213 - 2966 | Billing Email*: accounting@placer.ai |
| Billing Contact Email: | Brian.Eilerts@flagstaffaz.gov | Billing Phone*: 415-228-2444 |

*Not for use for official notices.

I. Services.

The services provided under this Order Form (the **“Services”**) include:

- Access, via Placer Venue Analytics Platform (**“Placer’s Platform”**), to all major venues within the United States
- Access, via Placer’s Platform, to Placer Venue Analytics reports, including, Visits, Trade Areas, Customer Journey, Customer Insights, Dwell Times, and Visitation by Hour/Day
- Actionable insights include:
 - Accurate foot traffic counts and dwell time
 - True Trade Areas displaying frequent-visitors-density by home and work locations
 - Customers’ demographics, interests, and time spent at relevant locations
 - Where customers are coming-from/going-to? Along which routes?
 - Benchmarking of Foot Traffic, Market Share, Audiences, and other key metrics
 - Competitive insights
- Custom reports per ad-hoc needs/requests; in Excel, KML, Tableau, and other formats
- Ad-hoc property visitor time lapse video generation upon request
- Premier Customer Support
 - Regular meeting with Placer Customer Success Team
 - Live, Virtual Training support as reasonably needed
- Access to Advanced Demographics and Psychographics features, via Placer’s Marketplace initiative. The applicable Advanced Demographics and Psychographics are generated using the Input Datasets from the data vendors as set forth below (such data vendors, the **“Marketplace Vendors”**).

| Description | Marketplace Vendors | Input Datasets Used |
|---------------|-----------------------------|---------------------|
| Basic Package | Synergos Technologies (STI) | PopStats |
| | Synergos Technologies (STI) | Spending Patterns |
| | Synergos Technologies (STI) | Workplace |
| | Synergos Technologies (STI) | MarketOutlook |
| | Experian | Mosaic |

The foregoing are referred to as **“Marketplace Services”**. Marketplace Services and Marketplace Data are governed by, and Customer and Placer agree to, the Marketplace License Agreement located at

<https://www.placer.ai/placer-marketplace-license-agreement/> (the “**Marketplace Agreement**”). Capitalized terms in this section have the meaning set forth in the Marketplace Agreement

2. Permitted Uses

The data, information and materials accessible via the Services are referred to as “**Placer Data**”. Customer may use Placer Data solely for the following purposes (“**Permitted Uses**”): (a) Customer may use Placer Data for Customer’s internal business purposes; and (b) Customer may incorporate Placer Data into Research Data, as described and subject to the restrictions below. Under no circumstances may Customer provide any part of any Placer Data in raw form to any third party.

“**Research Data**” means datasets and other materials created by Customer that result in any part from Customer’s use of Placer Data. Research Data must not include any Placer Data in raw form or any other form through which the raw form is readily identifiable by the recipient of Research Data (e.g., through common or basic methods of reverse-engineering, etc.). The Customer may share Research Data with current and potential customers, and in marketing materials; provided that the Customer shall cite Placer as a provider of such information.

3. Term and Termination.

Initial Term: The initial term of this Order Form will begin as of the last signature date set forth below, and will continue for 12 consecutive months thereafter (the “**Initial Term**”). Each renewal or additional term, if any, is referred to as “**Additional Term**”, and the Initial Term and any Additional Terms are referred to collectively as the “**Term**”.

Additional Term:

Placer will notify the Customer at least thirty (30) days before expiration of the Initial Term, and this Order Form shall be automatically renewed for one year unless either party provides written notice of non-renewal prior to the expiration of the term.

Termination:

Either party may terminate this Order Form upon thirty (30) days’ notice if the other party materially breaches any of the terms or conditions of this Order Form or the Agreement (as defined below), and the breach remains uncured during such thirty (30) days. In addition, Placer may immediately suspend Customer’s access to the Services, or terminate the Order Form, in the event of non-payment by the Customer or breach by Customer of any restrictions regarding usage of the Services.

4. Fees.

US \$19,500/year invoiced: in full upon signing this Order Form

Fees billed via Bill.com

Customer shall pay the fees set forth in this Order Form as set forth above.

Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection.

Customer shall be responsible for all taxes associated with the Services other than U.S. taxes based on Placer's net income.

If Customer believes that Placer has billed Customer incorrectly, Customer must contact Placer no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared in order to receive an adjustment or credit. Inquiries should be directed to Placer's customer support department at support@placer.ai.

In the event of any termination, Customer will pay in full for the Services up to and including the last day on which the Services are available to Customer.

All billing will be sent via electronic invoice to the Customer contact indicated above. Customer shall pay all fees within thirty (30) days of the invoice date.

5. Support.

Placer will use commercially reasonable efforts to provide customer service and technical support in connection with the Services on weekdays during the hours of 9:00 a.m. through 5:00 p.m. California time, with the exclusion of federal holidays. For any such support, please contact us at support@placer.ai.

6. Mutual NDA.

Each party (the "**Receiving Party**") understands that the other party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Placer includes, without limitation, non-public information regarding features, functionalities and performance of, and pricing for, the Services. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted by the Agreement) or disclose to any third party any Proprietary Information. The foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, (b) was in the possession of or known to the Receiving Party, prior to disclosure thereof by the Disclosing Party, without any restrictions or confidentiality obligations, (c) was rightfully disclosed to it, without any restrictions or confidentiality obligations, by a third party, (d) was independently developed without use of any Proprietary Information of the Disclosing Party, or (e) is required to be disclosed by law, provided that the Receiving Party provides the Disclosing Party with prompt written notice of such requirement and reasonably cooperates with the Disclosing Party to limit or challenge such requirement. These provisions regarding Proprietary Information shall apply in perpetuity and shall survive any termination of the Order Form or the Agreement.

7. Miscellaneous.

All notices under the Order Form and the Agreement will be in writing and will be deemed to have been duly given (a) upon delivery by a recognized delivery service (e.g., FedEx) with delivery confirmation, (b) upon receipt, if sent by U.S. certified or registered mail, return receipt requested, or (c) when sent via email, if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient. Notices shall be sent to the addresses set forth in the Order Form, which addresses may be subsequently modified by written notice given in accordance with these provisions.

Customer grants Placer the right to use Customer's company name and company logo, for Placer's promotional purposes.

This Order Form is entered into by and between Customer and Placer effective as of the date of the last signature below. This Order Form and use of the Services are governed by, and Customer and Placer agree to, the License Agreement located at <https://www.placer.ai/placer-license-agreement/> (the "**Agreement**"); provided, however, that in the event of any conflict between this Order Form and the Agreement, this Order Form shall control. Unless otherwise defined in this Order Form, capitalized terms herein have the same meaning as in the Agreement.

"Customer"

City of Flagstaff

Greg Clifton

By: 2021.08.16 12:31:54 -07'00'

Name: Greg Clifton

Title: City Manager

Date:

"Placer"

Placer Labs, Inc.

By: 

Name: Noam Ben Zvi

Title: CEO & Co-Founder

Date: 08/09/2021

Attest:



Digitally signed by Stacy Saltzburg

Date: 2021.08.16 15:56:32 -07'00'




City Clerk

Approved as to form:


City Attorney

| | |
|--------------------------------|--|
| TITLE | City of Flagstaff (Final version) |
| FILE NAME | Order Form - Flagstaff V4 clean.docx |
| DOCUMENT ID | 33bd07ac36ffe25a39dfd483109b2519114a919d |
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| STATUS | • Completed |

Document History

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|--|---------------------------------------|---|
|  SENT | 08 / 09 / 2021 15:55:43 UTC | Sent for signature to Noam Ben-Zvi (noam@placer.ai) from brad.hoffeld@placer.ai IP: 71.206.9.28 |
|  VIEWED | 08 / 09 / 2021 15:57:27 UTC | Viewed by Noam Ben-Zvi (noam@placer.ai) IP: 71.198.235.223 |
|  SIGNED | 08 / 09 / 2021 15:57:39 UTC | Signed by Noam Ben-Zvi (noam@placer.ai) IP: 71.198.235.223 |
|  COMPLETED | 08 / 09 / 2021 15:57:39 UTC | The document has been completed. |

