



Placer.ai

PLACER LABS, INC.

ORDER FORM

City of Sapulpa, Oklahoma
Address:

("Customer")
425 E. Dewey Avenue
Sapulpa, OK 74066

Placer Labs, Inc.

("Placer")
440 N. Barranca Ave. #12771
Covina, CA 91723

Contact Person:
Email:
Phone:
Billing Contact Email:

Lucy Lawson
llawson@sapulpaok.gov
918-248-5919
jriley@sapulpaok.gov

Contact Person:
Billing Contact Person:
Billing Email:
Billing Phone:

Ty Burgess
Jason Tsuii
billing@placer.ai
415-228-2444 ext. 806

*Not for use for official notices

1. 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
- Customer may not provide access to any third-party agents acting on its behalf (including any consultants, contractors, or other agents of Customer) without prior written consent from Placer. Any such approved access may be subject to an additional fee pursuant to a written amendment to this Order Form
- Access, via Placer's Platform, to reports, including Visits, Trade Areas, Customer Journey, Customer Insights, Dwell Times, and Visitation by Hour/Day
- Actionable insights include:
 - 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 and going to, and the routes they take
 - Benchmarking of Foot Traffic, Market Share, Audiences, and other key metrics
 - Competitive insights
 - Void Analysis Reports
- Access to Xtra reports per ad hoc needs; in Excel, KML, Tableau, and other formats: Quarterly Maximum of 65 credits; Annual Maximum of 260 credits
- Premier Customer Support
 - Regular meetings with Placer's Customer Success Team
 - Live, Virtual Training support as reasonably needed
- Access to ST! Demographics Bundle + Mosaic Data Set, and AGS CrimeRisk. The applicable Advanced Demographics and Psychographics are generated using the Input Datasets from the data vendors as set forth below:

Description	Input Datasets Used
STI Demographics Bundle	Pop Stats
	Spending Pattern
	Workplace
	Market Outlook
Experian Mosaic	Mosaic Segmentation
AGC CrimeRisk	CrimeRisk

- Access to additional data sets mentioned hereunder, via Placer's Marketplace initiative. The applicable data sets are generated using the Input Datasets from the data vendors as set forth below (such data vendors, the **"Marketplace Vendors"**):

Description	Input Datasets Used
Additional Data Sets	Niche – Neighborhoods Segmentations

Description	Input Datasets Used
Social Dataset Pack	Spatial PersonalLive
	Spatial Followgraph
	Spatial Proximity
Economic Development Database Pack	AGS Business Counts
	AGS Environmental
	AGS Non-Resident Population
	Niche
	Events
	AGS Retail Potential/Gap

- 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.
- Customer hereby acknowledges and agrees that use of the Append and Activate features in the Spatial PersonaLive dataset available as part of the Marketplace Services (the "Features"), and any resulting exchange of data between Customer and Spatial Labs Inc. (the Marketplace Vendor providing the Features) is solely between Customer and such Marketplace Vendor and is only subject to the Marketplace Vendor's Privacy Policy (available here: <https://www.spatial.ai/legal/privacy>) and Terms of Service (available here: <https://www.spatial.ai/legal/terms>). Customer agrees that if it does not wish to accept such Terms of Service and Privacy Policy, it will not use the Features. Customer further acknowledges and agrees that (a) that Placer has no obligation to otherwise limit Customer's access to the Features through the Platform; (b) Placer is not responsible for any disclosure, modification or deletion of Customer Data by such Marketplace Vendor resulting from Customer's access and use of the Features; and (c) this section shall specifically modify, amend and supersede any contrary terms or conditions in the Agreement or Order Form.

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.

"Research Data" means datasets and other materials created by Customer that result in any part from Customer's use of Placer Data. 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 (for such purpose only, Placer grants Customer the rights to use the Placer.ai name and logo, provided that any such use of the Placer.ai name and logo must clearly indicate that Placer is the provider of data only, and is not involved in any analysis, conclusion, recommendation). Customer shall not, directly or indirectly, resell, distribute, sublicense, display or otherwise provide Placer Data to any third parties except that Customer may display Placer Data as part of Research Data.

3. Term and Termination.

Initial Term: The initial term of this Order Form will begin July 1, 2024, 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: Following expiration of the Initial Term, this Order Form shall be automatically renewed for additional periods of the same duration as the Initial Term, unless either party provides written notice of non-renewal of at least (30) days prior to the expiration of the then-current term.

NonAppropriations Clause

The provisions of this Agreement which require the appropriations of monies are subject to the appropriation of adequate and sufficient funds by the City of Sapulpa as budgeted for each fiscal year. In the event the City does not appropriate funds for payment in a fiscal year during the Initial Term or any Renewal Term set forth in the Contract, all provisions shall be deemed null and void without further action by either party to this Agreement.

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.

\$30,400/year invoiced: in full July 1, 2024.

Invoice sent electronically to Customer's billing contact email via NetSuite. Customer shall pay the fees set forth above in this Order Form.

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 is responsible for all applicable taxes arising directly from 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.

Placer may increase the Fees any time following the Initial Term (but not more frequently than once in any twelve (12) month period). The amount of such annual increase will equal the greater of CPI or five percent (5%) per annum.

In the event of any termination, Customer will pay in full for the Services.

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. Pacific 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 on public information regarding features, functionalities, and performance of, and pricing for, the Services. To the extent allowed by Oklahoma law, 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.

Trial Offering. If Placer provides Customer with additional Services or Placer Data during the Tenn and identifies such Services or Placer Data as for evaluation or trial purposes only (a “**Trial Offering**”), access to the Trial Offering is permitted only during the period designated by Placer (or if not designated, 30 days from receipt of access) (“**Trial Subscription Term**”), unless the Trial Offering is earlier terminated as provided below. During the Trial Subscription Tenn, Customer may only use the Trial Offering for internal evaluation purposes and may not otherwise use or distribute the Trial Offering for any other purposes. Notwithstanding any provision included in this Order Form or the Agreement to the contrary, in respect of the Trial Offering Customer acknowledges and agrees that: (i) either party may terminate the Trial Subscription Tenn immediately and without liability upon written notice to the other party; (ii) any Trial Offering is provided “as is”; (iii) Placer provides no warranty, service levels or indemnity for any Trial Offering and (iv) Placer's liability related to any Trial Offering will not exceed USD \$100. Notwithstanding the foregoing, the Services and Placer Data provided in this Order Form is not considered a Trial Offering.

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"

"Placer"

City of Sapulpa, Oklahoma	Placer Labs, Inc.
By: <i>Craig P. Henderson</i>	By: <i>Vernell Wisdom</i>
Name: <i>Craig P. Henderson</i>	Name: Vernell Wisdom
Title: <i>Mayor</i>	Title: Head of Contract Management
Date: <i>7-1-2024</i>	Date: 7/3/2024

Attest:
Shirley Burlew, City Clerk
7-1-2024

