

**Software as a Service Agreement**  
**BW2026-1**

**THIS IS AN AGREEMENT** ("Agreement"), dated the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between:

**CITY OF COOPER CITY**, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 9090 SW 50<sup>th</sup> Place, Cooper City, Florida 33328 (hereinafter referred to as the "CITY"),

and,

**Placer Labs Inc.**, a Delaware Corporation, located at 440 N Barranca Ave #1277, Covina, CA 91723 (hereinafter referred to as the "CONTRACTOR"), who is authorized to do business in the State of Florida.

CITY and CONTRACTOR may each be referred to herein as "party" or collectively as "parties".

**WHEREAS**, the CITY desires to enter into an agreement with the CONTRACTOR for the Services set forth in the Placer Order Form attached here to as Exhibit A ("**the Order Form**") and

**WHEREAS**, the CITY Code provides authority for exclusions and exceptions to bid and proposal requirements pursuant to Sec. 2-258 (i) of the CITY's Procurement Code; and

**WHEREAS**, the CITY desires to access the Services set forth in the Order Form from the CONTRACTOR for the CITY, in accordance with the terms and conditions of this Agreement,

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

**ARTICLE 1. PREAMBLE**

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

**ARTICLE 2. ORDER OF PRECEDENCE**

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) Agreement; 2) Appendix A - CONTRACTOR's Order Form (including any Attachments thereto).

### **ARTICLE 3. NATURE OF THE AGREEMENT**

Subject to the terms of this Agreement and the Order Form (including, without limitation, the payment of fees by CITY), CONTRACTOR hereby grants to CITY a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the Services (as set forth in the Order Form) solely for the Permitted Uses (as set forth in the Order Form).

CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

CONTRACTOR shall not utilize the services of any subcontractor without the prior written approval of CITY.

### **ARTICLE 4. TERM**

The Contract shall become effective on the date identified on the first page of this Agreement and shall continue and will continue for twelve (12) consecutive months thereafter. The parties may renew this Contract for three (3), additional one (1) year terms upon mutual written agreement between the parties.

### **ARTICLE 5. NOTICE**

Notices, excluding invoices, hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

CITY:

- a) to the Project Manager  
Deputy City Manager  
City of Cooper City, Finance  
9090 S.W. 50th Place  
Cooper City, Florida, 33328-4227  
Telephone No. (954) 434-4300 X 223

and,

- b) to the Contract Manager  
Procurement Manager  
City of Cooper City, Procurement  
9090 S.W. 50th Place  
Cooper City, Florida 33328-4227  
Telephone No. (954) 434-4300 X 268  
[Purchasing@CooperCity.gov](mailto:Purchasing@CooperCity.gov)

Copy To: City Attorney  
Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Boulevard, Suite 200  
Fort Lauderdale, Florida 33308

Telephone No. (954) 771-4500

For CONTRACTOR: Placer Labs Inc  
Attn: Legal Department  
440 N Barranca Ave. #1277  
Covina, CA 91723  
Telephone No. (415)228-2444  
[legal@placer.ai](mailto:legal@placer.ai)

**ARTICLE 6. RESERVED**

**ARTICLE 7. COMPENSATION AND METHOD OF PAYMENT**

The CONTRACTOR will bill the CITY in accordance with CONTRACTOR's Order Form. All invoices shall show the CITY's contract number, and shall have a unique invoice number assigned by the CONTRACTOR. In accordance with Section 218.74 of the Florida Statutes, the time at which payment shall be due from the CITY shall be forty-five (45) calendar days from receipt of a proper invoice.

Invoices shall be submitted electronically in accordance with CONTRACTOR's Order Form. by the CONTRACTOR to the CITY to: [AccountsPayable@coopercity.gov](mailto:AccountsPayable@coopercity.gov). The CITY may at any time designate a different email address, address or contact person by giving written notice to the CONTRACTOR.

**ARTICLE 8. RESERVED**

**ARTICLE 9. RESERVED**

**ARTICLE 10. INSURANCE**

(a) Placer will maintain at all times during the Term, at Placer's own cost and expense, insurance for claims which may arise from or in connection with the operations of Placer with coverage at least as broad and with limits of liability not less than the following: (i) Worker's Compensation: Statutory; (ii) Employers Liability: \$1,000,000 per occurrence; \$1,000,000 aggregate; (iii) Commercial General Liability: \$4,000,000 per claim; \$5,000,000 aggregate; (iv) Professional Liability (E&O): \$5,000,000 per claim; \$5,000,000 aggregate; and (v) Cyber (Network Security) Liability: \$5,000,000 per claim; \$5,000,000 aggregate.

(b) These insurance policies will be carried with companies that have an A.M. Best Co. rating of "A-" and "Class VII" or better. Deductible amounts under the foregoing policies shall be paid by Placer and the insurance coverage provided for herein will not act to limit Placer's liability under this Agreement. Placer may deliver a Certificate of Insurance evidencing the required insurance coverage to Customer prior to the Term and during the Term Placer will promptly deliver such Certificate to Customer upon receipt of a written request.

**ARTICLE 11. RESERVED**

**ARTICLE 12. PUBLIC RECORDS**

A. Public Records: CONTRACTOR shall comply with Florida Statutes 119.0701 as follows:

1. Keep and maintain public records required by the public agency to perform the service. .
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law. .
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency. .

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 434-4300, [PRR@COOPERCITY.GOV](mailto:PRR@COOPERCITY.GOV), OR BY MAIL: CITY OF COOPER CITY – CITY CLERK'S OFFICE, 9090 SW 50<sup>TH</sup> PLACE, COOPER CITY, FL 33328.**

***Applicable definitions:***

(1) DEFINITIONS.—For purposes of this section, the term:

- (a) "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. [119.011\(2\)](#).
- (b) "Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

For the avoidance of doubt: (a) Placer is providing commercial services directly to Customer under this Agreement and is not acting on behalf of Customer or performing any governmental functions for Customer; (b) all Placer Data provided to Customer pursuant to this Agreement constitutes Placer's proprietary commercial information and is not made or received pursuant to law or ordinance or in connection with the transaction of official business by Customer; and (c) Placer shall fully cooperate with Customer's public records obligations pursuant to Chapter 119 of the Florida Statutes, but Placer assumes no independent obligations or responsibilities under Chapter 119, including without limitation any obligation to independently comply with public records requests or maintain records as a custodian.

### **ARTICLE 13. SCRUTINIZED COMPANIES**

- A. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- B. If this Agreement is for more than one million dollars, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement at its sole option if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- C. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions, then they shall become inoperative.

### **ARTICLE 14. RESERVED**

### **ARTICLE 15. RESERVED**

**ARTICLE 16. RESERVED**

**ARTICLE 17. E-VERIFY**

Placer warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

**ARTICLE 18. CONTRIBUTIONS PROHIBITED**

Pursuant to Section 2-26 of Cooper City Code, no lobbyist, or vendor shall give a campaign contribution, directly or indirectly, to a candidate for the office of Mayor or Commissioner. No candidate for Mayor or Commissioner, or member of the CITY Commission shall, directly or indirectly, solicit, accept or deposit into such candidate's campaign account any campaign contribution from a lobbyist, or vendor.

**ARTICLE 19. RESERVED**

**ARTICLE 20. RESERVED**

**ARTICLE 21. RESERVED**

**ARTICLE 22. NO CONTINGENT FEES**

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

**ARTICLE 23. BINDING AUTHORITY**

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**ARTICLE 24. HEADINGS**

Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

**ARTICLE 25. SEVERABILITY**

If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than

those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

**ARTICLE 26. EXTENT OF AGREEMENT**

This Agreement represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

**ARTICLE 27. APPENDICES**

Each Appendix referred to in this Agreement forms an essential part of this Agreement. The appendices if not physically attached should be treated as part of this and are incorporated herein by reference.

**ARTICLE 28. RESERVED**

**ARTICLE 29. COUNTERPARTS AND EXECUTION**

This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

**ARTICLE 30. RESERVED**

**ARTICLE 31. RESERVED**

**ARTICLE 32. RESERVED**

**ARTICLE 33. RESERVED**

**ARTICLE 34. RESERVED**

**ARTICLE 35. COUNTERPARTS AND EXECUTION**

As applicable, Contractor shall comply, subject to applicable professional standards, with the provisions of all applicable federal, state and CITY orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

**ARTICLE 36. NONDISCRIMINATION**

During the performance of this Contract, Contractor agrees to not discriminate unlawfully against any employee or applicant for employment on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the CITY to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

### **ARTICLE 37. CONFLICT OF INTEREST**

The Contractor represents that:

- a) No officer, director, employee, agent, or other contractor of the CITY or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment, or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent, or other contractor of the CITY, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
  - i. is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the Services, Deliverables or Work, to which this Agreement relates or in any portion of the revenues; or
  - ii. is an employee, agent, advisor, or contractor to the Contractor or to the best of the Contractor's knowledge any Subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the CITY, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the CITY with a written notice, in

advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the CITY's best interest to consent to such relationship.

- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Project Manager. Contractor shall thereafter cooperate with the CITY's review and investigation of such information and comply with the instructions Contractor receives from the Project Manager regarding remedying the situation.

#### **ARTICLE 38. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION**

Under no circumstances shall the Contractor without the express written consent of the CITY:

Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the CITY, unless the Contractor first obtains the written approval of the CITY. Such approval may be withheld if for any reason the CITY believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

#### **ARTICLE 39. BANKRUPTCY**

The CITY may terminate this Contract, if, during the term of any contract the Contractor has with the CITY, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

#### **ARTICLE 40. SCRUTINIZED COMPANIES -- 287.135 AND 215.473**

Contractor certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Contractor agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement for cause if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

#### **ARTICLE 41. KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES AFFIDAVIT**

By entering into, amending, or renewing this Contract, including, without limitation, a grant agreement or economic incentive program payment agreement (all referred to as the "Contract"), as applicable, the Contractor is obligated to comply with the

provisions of Section 787.06, Florida Statutes (“F.S.”), “Human Trafficking,” as amended, which is deemed as being incorporated by reference in this Contract. All definitions and requirements from Section 787.06, F.S., apply to this Contract.

This compliance includes the Contractor providing an affidavit that it does not use coercion for labor or services. This attestation by the Contractor shall be in the form attached to this Contract as the Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit (the “Affidavit”) and must be executed by the Contractor and provided to the CITY when entering, amending, or renewing this Contract.

This Contract shall be void if the Contractor submits a false Affidavit pursuant to Section 787.06, F.S., or the Contractor violates Section 787.06, F.S., during the term of this Contract, even if the Contractor was not in violation at the time it submitted its Affidavit.

**ARTICLE 42. RESERVED**

(REMAINDER INTENTIONALLY LEFT BLANK)

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.  
**CITY OF COOPER CITY** **Placer Labs Inc**

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

Date: 04/01/2026

\_\_\_\_\_  
CITY MAYOR

Vernell Wisdom  
By: \_\_\_\_\_

\_\_\_\_\_  
CITY MANAGER

Vernell Wisdom  
NAME

APPROVED AS TO LEGAL FORM  
AND SUFFICIENCY BY:

\_\_\_\_\_  
CITY ATTORNEY

Head of Contract Management  
TITLE

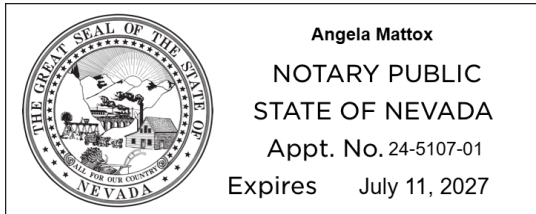
\_\_\_\_\_  
CITY CLERK

WITNESSED BY:  
ADDRESS:

STATE OF Nevada  
COUNTY OF Clark

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Vernell Wisdom, as Head of Contract Management of **Placer Labs Inc**, and acknowledged that she has executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of Vernell Wisdom, as Head of Contract Management of **Placer Labs Inc**, and who is personally known to me or has produced Drivers License as identification.

IN WITNESS WHEREOF, I have set my hand and seal in the State and County aforesaid this 1st day of April, 2026.



Angela Mattox  
NOTARY PUBLIC

Print or Type Name Angela Mattox

My Commission Expires: 07/11/2027

CON-047259

Placer Confidential Information

All rights reserved. This document contains confidential and/or proprietary information belonging to Placer Labs Inc. which may not be reproduced or transmitted in any form or by any means without the express written consent of Placer.

## APPENDIX A

### PLACER LABS INC. ORDER FORM

City of Cooper City, Florida	(“Customer”)	Placer Labs Inc.	(“Placer”)
Address:	PO Box 290910 Cooper City, Florida 33329	Address:	440 N Barranca Ave., #1277 Covina, CA 91723
		Contact Person	Clayton Demanes
Contact Person:	Carlos Vega	Billing Contact Person:	Jason Tsui
Email:	cvega@coopercity.gov	Billing Email*:	billing@placer.ai
Phone:	954-434-4300 ext. 294	Billing Phone*:	415-228-2444 ext 806
Billing Contact Email:	jrhodes@coopercity.gov	*Not for use for official notices.	

#### 1. Services and Fees.

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

Services Description	Services Description Detail
Platform Access	Section 2
Chains Report Expanded	Section 2
Void Analysis	Section 2
Advance Market Report	Section 2

<b>Total Annual Fee – Year 1</b>	<b>\$19,999.00</b>
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All Fees in this Order Form are shown in US Dollar (USD)

#### 2. Services Description.

##### Chains Report Expanded

Chains Report Expanded which displays chain-level demographic and psychographic data.

##### Placer Venue Analytics Platform

Access to Placer’s location analytics platform (the “Placer Platform”). Access to Placer XTRA reports, subject to Scoping and Additional Usage Limitations in Section 3.

##### Void Analysis

Access to the Void Analysis tool.

##### Advanced Market Report

Advanced Market Report is an advanced version of the market report in the Placer Platform.

### 3. Permitted Uses and Limitations.

#### **Permitted Uses:**

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.

“**Placer Data**” means the data, information and materials accessible via the Services.

“**Research Data**” means datasets and other materials created by Customer that result in any part from Customer’s use of Placer Data:

- Research Data may contain limited excerpts and discrete portions of Placer Data (“Excerpts”) so long as: (i) such Excerpts are only supportive of, and do not independently form a substantial part of, the Research Data; (ii) Research Data does not include full copies or substantial portions of Placer Data; and (iii) any such Research Data is distributed to no more than a limited number of Customer’s clients and prospective clients and is not commercially or generally distributed;
- 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); and
- 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.

No part of the Placer Data or Research Data may be used: (i) in connection with, or to enable development of machine learning, rules engines, or other similar automated processes; or (ii) to train third-party artificial intelligence (“AI”) technologies, models, software, platforms or tools including, without limitation, ChatGPT, Bard and similar AI technologies. None of the Placer Data, or any part thereof, may be shared externally with any third-party AI technology service providers unless the third-party AI service providers are contractually prohibited from: (i) using the Placer Data to develop or improve the AI technology, (ii) storing any portion of the Placer Data; and (iii) redistributing any portion of the Placer Data to any third party.

**Scoping and Additional Usage Limitations:** In addition to and not in replacement of any usage limitations in this Order Form and the Agreement, Customer’s access to and usage of the Services and Placer Data is further limited as follows:

- Customer and its authorized users may not share user credentials, logins or Placer Data with any others.
- Customer and its authorized users may not provide access to any third party agents acting on Customer’s 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.
- Xtra Reports: Quarterly Maximum of 26 credits; Annual Maximum of 104.
- Access is limited to the following States: US-FL

## 4. Term and Termination.

### Term:

The Initial Term and any Additional Terms are referred to collectively as the "Term."

- **Initial Term:** The initial term of this Order Form will begin as of the last signature date set forth below (the "**Effective Date**"), 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:** This Order Form shall continue on the same terms and conditions set forth herein for additional periods of the same duration as the Initial Term, if mutually agreed in writing by both parties (email would be sufficient).
- **Optional Pricing.** If this Order Form is renewed for Additional Terms the fees shall be as listed below, and such fees are subject to an increase (and as mutually agreed in writing) if Customer's access or Services have changed during the Initial Term
  - Year 2: \$21,598
  - Year 3: \$23,325

### Termination:

- **Material Breach:** 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.
- **Suspension:** 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.
- **Fees:** All Fees are non-refundable and in the event of any termination, Customer will pay in full for the Services.

### Post -Termination:

- **Rights and Licenses:** Upon any termination or other expiration of this Order Form all rights and licenses granted to Customer to use the Services and Placer Data shall cease.
- **Placer Data:** Within ten (10) days after such termination or expiration, Customer will permanently delete or destroy all elements of Placer Data under its control; provided however, Customer shall not be required to immediately purge from its hard-copy, electronic or email files Placer Data that Customer accessed or otherwise used in compliance with the terms of this Order Form or the Agreement which are contained in such hard-copy, electronic or email files (the "**Post-Termination Information**"), so long as any Post-Termination Information is (x) solely retained for ordinary corporate systems backup, legal or regulatory purposes, (y) not used, copied, distributed or displayed for internal research or marketing or for any other commercial purposes and (z) ultimately deleted in accordance with Customer's data retention policy.
- **Research Data:** Customer may retain and continue to use and distribute copies of Research Data generated hereunder, provided that any such Research Data containing Excerpts (w) is presented in such a manner that it could not reasonably be decompiled or reverse engineered to extract the underlying Placer Data, (x) is used for Customer's internal, non-commercial business purposes only, (y) is ultimately deleted in accordance with Customer's data retention policy and (z) is otherwise used in accordance with this Order Form and the Agreement.
- **Certification:** Upon request from Placer, Customer shall certify in writing its compliance with this provision.

## 5. Invoicing, Payment Terms, and Fee Increases.

### Invoicing and Payment Terms:

Placer will invoice Customer as follows for the Initial Term starting on the Effective Date:	Annually (Placer will invoice Customer for the entire Annual Fee promptly after the Effective Date and then annually thereafter)
Customer shall pay all invoices within the following number of days of the invoice date:	45

- Placer will send all billing via electronic invoice to the Customer billing contact email indicated above via NetSuite.
- If Customer believes that Placer has invoiced Customer incorrectly, Customer must contact Placer no later than sixty (60) days after the closing date on the first invoice 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](mailto:support@placer.ai).
- 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.

### Fee Increases:

- The Annual Fee for the Initial Term has been based on the metric(s) and scoping in this Order Form, Placer reserves the right to increase the Customer's Annual Fee for any Additional Term if the metric or scope of use has increased.
- Except as specifically provided otherwise in this Order Form, renewal of promotional or one-time priced Fees will be at Placer's applicable subscription pricing in effect at the time of the applicable Additional Term.
- Customer agrees that if any event occurs that will result in a material increase in Customer's usage of the Services (whether due to a merger or acquisition or otherwise), Customer will notify Placer in writing no later than thirty (30) days following the date of such event and Placer reserves the right to increase the Customer's Annual Fee mid-Term accordingly. If such event consists of Customer's merger with or acquisition of another customer of Placer, the Annual Fee increase shall be in an amount no less than the pro-rated annual fee of such other customer.
- Except as specifically provided otherwise in this Order Form, Annual Fees for any Additional Term shall be subject to an increase up to the greater of eight percent (8%) or CPI, unless Placer provides notice of different pricing at least thirty (30) days prior to the applicable Additional Term. Any such increase in Annual Fees will only be effective upon commencement of the Additional Term.

## 6. Support.

### Premier Customer Support

- Regular Meetings with Placer's Customer Success Team
- Live, Virtual Training support

CON-047259

Placer Confidential Information

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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, Customer shall contact [support@placer.ai](mailto:support@placer.ai).

## 7. Confidentiality.

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.

## 8. Miscellaneous.

**Funding Failure Termination Right.** If funds for continued payments under this Agreement by the Customer are at any time unavailable or are insufficient for the Initial Term or any Additional Term, through failure of any entity, including the Customer itself, to appropriate such funds, then the Customer shall, within ten (10) days of such determination, provide notice to Placer and both Placer and the Customer shall have the right to immediately terminate this Order Form without penalty or further payment by the Customer.

**Public Records Laws.** Placer acknowledges that if Customer is subject to the applicable public records laws and regulations for Florida state (“Public Records Laws”), that all obligations imposed by this Agreement are subordinate to Customer’s obligations under Public Records Laws. Notwithstanding the foregoing, Customer agrees that it will keep Placer’s Proprietary Information (including any Placer Data) confidential in accordance with this Order Form and the Agreement unless otherwise required by applicable law, including Public Records Law.

**License Agreement Amendments.** For the purposes of this Order Form only, the Agreement is hereby amended as follows:

- If applicable law prohibits Customer from indemnifying Placer, then Section 5.b of the Agreement, beginning “Customer shall defend, indemnify and hold Placer harmless...”, is hereby deleted in its entirety.
- The third to the last sentence of Section 8 of the Agreement is hereby removed in its entirety and replaced with the following: “This Agreement shall be governed by the laws of the State of Florida without regard to its conflict of laws provisions.”

**Notices.** 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 Term 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 Term, 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 Term 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.

**Promotional Use.** Customer grants Placer the right to use Customer’s company name and company logo, for Placer’s promotional purposes with Customer prior written approval.

*[Signature page to follow]*

**9. Authorization.**

This Order Form is entered into by and between Customer and Placer effective as of the Effective Date. 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”

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date:

Signature: Vernell Wisdom

Name: Vernell Wisdom

Title: Head of Contract Management

Date: 04/01/2026

