



**PLACER LABS INC.
ORDER FORM**

Scotts Bluff County, Nebraska	("Customer")	Placer Labs Inc.	("Placer")
Address:	1825 10th Street Gering, NE 69341	Address:	440 N Barranca Ave., #1277 Covina, CA 91723
		Contact Person	Kyle Miller
Contact Person:	Charlie Knapper	Billing Contact Person:	Jason Tsui
Email:	charlie.knapper@scottsbluffcountyne.gov	Billing Email*:	billing@placer.ai
Phone:	308 436-6600	Billing Phone*:	415-228-2444 ext 806
Billing Contact Email:	kelly.sides@scottsbluffcountyne.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
Void Analysis	Section 2

Total Annual Fee – Year 1	\$30,000.00
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All Fees in this Order Form are shown in US Dollar (USD)

2. Services Description.

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.

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-NE
- Maximum number of authorized user(s) available to Customer: 4

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).

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:	30

- 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.
- 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

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.

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.

CON-039651

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.

Acting Agent. Notwithstanding anything to the contrary set forth in the Agreement and/or the Order Form, Placer is acknowledging Twin Cities Development Association as an acting agent (“**Agent**”) on behalf of the Customer. Agent will be granted user credentials to Placer’s Platform and the Services for 1 named user upon signing a separate Acting Agent Addendum to the Order Form (the “**Addendum**”) and may access and use the Services and Placer Data solely for the benefit of deriving insights specific to Customer’s purposes. To clarify, Agent must not use the Services or Placer Data for Agent’s own purposes or any of Agent’s other clients or share access to the Services or Placer Data with any other third parties. Access will only be provided to Agent and its users following the signature of the Addendum with Customer and Placer.

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 Nebraska 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 Nebraska 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.

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”

By: _____

Name: _____

Title: _____

Date: _____

“Placer”

By: _____

Name: _____

Title: _____

Date: _____