

**CITY OF PORT ST. LUCIE
CONTRACT #20240079
CONTRACT WITH PLACER LABS, INC.**

This CONTRACT executed this 12th day of June, 2024, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City", and PLACER LABS, INC., 440 N. Barranca Ave., #1277, Covina, CA 91723, hereinafter called "Contractor." City and Contractor may be referred to herein individually as a "party" or collectively as the "parties."

**SECTION I
RECITALS**

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

WHEREAS, Contractor is licensed in the State of Florida; and

WHEREAS, the City wishes to contract with a contractor to provide access to the services as set forth in the attached Order Form, based on the terms and subject to the conditions contained herein; and

WHEREAS, Contractor is qualified, willing and able to provide access to the services and products specified on the terms and conditions set forth herein; and

WHEREAS, the City desires to enter into this Contract with Contractor to provide the services, and, with an amount to be paid as agreed upon below.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein name, the parties agree as follows:

The Recitals set forth above are hereby incorporated into this Contract and made a part of hereof for reference.

**SECTION II
SERVICES**

The services, including the term of this Contract, is set forth in the Placer Order Form attached to this Contract as Attachment 1 (the "Order Form"), and included in this Contract by reference and attachment.

**SECTION III
SOVEREIGN IMMUNITY**

Nothing contained in this Contract, including any attachments, shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in section 768.28, Florida Statutes.

**SECTION IV
INDEMNIFICATION/HOLD HARMLESS**

Contractor agrees to indemnify, defend, and hold harmless, the City, its officers, agents, and employees from, and against any and all liabilities to third parties, including, but not limited to, attorney's fees for personal, economic, or bodily injury, wrongful death, loss of or damage to property, at law or in equity, to the extent arising or may be alleged to have risen from the grossly negligent acts, errors, omissions or other willful misconduct of Contractor, agents,

laborers, subcontractors or other personnel entity acting under Contractor control in connection with the Contractor's performance of services under this Contract. To that extent, Contractor shall pay any and all such claims and losses and shall pay any and all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorney's fees expended by the City in defense of such claims and losses, including appeals. That the aforesaid hold-harmless agreement by Contractor shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of Contractor or any agent laborers, subcontractors, or employee of Contractor regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Contractor shall be held responsible for any violation of laws, rules, regulations, or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by Contractor on the work. This indemnification shall survive the termination of this Contract. The requirements in this Section IV remain subject at all times to the limitations stated in Section 6 (Limitation of Liability) of the Order Form, unless otherwise prohibited by applicable law.

SECTION V **INSURANCE**

(a) Contractor will maintain at all times during the Term, at Contractor's own cost and expense, insurance for claims which may arise from or in connection with the operations of Contractor 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. Contractor shall include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents, and employees as Additional Insured for Commercial General Liability, Business Auto Liability, and Cyber Liability. The name for the Additional Insured endorsement issued by the insurer shall read: **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents shall be listed as additional insured and shall include Contract #20240090 – Purchase of Parkson Products."** Contractor shall also provide a waiver of subrogation for Commercial General Liability, Worker's Compensation, Business Auto Liability, Cyber Liability, and Professional Liability.

(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 shall 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.

SECTION VI **COMPLIANCE WITH LAWS**

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at its own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all federal, state, and local laws and regulations. Contractor will comply with all requirements of 28 C.F.R. § 35.151, where applicable.

SECTION VII **PUBLIC RECORDS**

Contractor and any subcontractors shall comply with section 119.0701, Florida Statutes. The Contractor and any subcontractors are to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Contract, unless the records are exempt from Article I, section 24(a), Florida Constitution, and section 119.07(1)(a), Florida Statutes. Pursuant to section 119.10(2)(a), Florida Statutes, any person who willfully and knowingly violates any of the provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in sections 775.082 and 775.083, Florida Statutes.

RECORDS

The City of Port St. Lucie is a public agency subject to chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law to the extent applicable to the Contractor as a provider of software as a service ("SaaS") services to the City of Port St. Lucie. CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to section 119.0701, Florida Statutes, Contractor agrees to comply with all public records laws to the extent applicable to the Contractor as a provider of software as a service ("SaaS") services to the City of Port St. Lucie, specifically to:

1. The timeframes and classifications for records retention requirements must be in accordance with the [General Records Schedule GS1-SL for State and Local Government Agencies](#).
2. During the term of the Contract, the Contractor shall maintain all books, reports, and records in accordance with generally accepted accounting practices and standards for records directly related to this Contract. The form of all records and reports shall be subject to the approval of the City.
3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails, and all other documentation generated during this Contract.
4. The Contractor agrees to make available to the City, during normal business hours all books of account, reports, and records relating to this Contract.
5. A Contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under section 119.10, Florida Statutes.

Upon request from the City'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.

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 City.

Upon completion of the Contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City 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 City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
(772) 871-5157
pr@cityofpsl.com**

**SECTION VIII
LAW, VENUE, AND WAIVER OF JURY TRIAL**

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. Although the Privacy Policy attached hereto as Exhibit A-1 has a conflicting venue provision, the parties agree that venue provision has no force and effect.

The parties to this Contract hereby freely, voluntarily, and expressly, waive their respective rights to trial by jury on any issues so triable after having the opportunity to consult with an attorney.

**SECTION IX
POLICY OF NON-DISCRIMINATION**

The Contractor shall not discriminate against any person in its operations, activities, or delivery of services under this Contract. The Contractor shall affirmatively comply with all applicable provisions of federal, state, and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

**SECTION X
CODE OF ETHICS**

Contractor warrants and represents that its employees will abide by any applicable provisions of the State of Florida Code of Ethics in [Chapter 112.311 et seq.](#), Florida Statutes, and Code of Ethics Ordinances in the City's Code of Ordinances, [section 9.14](#).

SECTION XI

SCRUTINIZED COMPANIES

By entering into this Contract with the City, Contractor certifies that it and those related entities of Contractor, as defined by Florida law, are not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and are not engaged in a boycott of Israel. The City may terminate this Contract if Contractor or any of those related entities of Contractor, as defined by Florida law, are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria. Notwithstanding the preceding, the City reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the City determine that the conditions set forth in section 287.135(4), Florida Statutes, are met.

SECTION XII **E-VERIFY**

In accordance with section 448.095, Florida Statutes, the Contractor agrees to comply with the statute, including:

1. Contractor must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor. Contractor must provide City with sufficient proof of compliance with this provision before beginning work under this Contract.
2. If Contractor enters into a contract with a subcontractor specifically performing a subcontracted portion of the Services stated in the Order Form, Contractor must require each and every such subcontractor to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of each and every such affidavit(s) for the duration of the Contract and any renewals thereafter.
3. The City shall terminate this Contract if it has a good faith belief that a person or an entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes.
4. Contractor shall immediately terminate any contract with any subcontractor specifically performing a subcontracted portion of the Services stated in the Order Form if Contractor has, or develops, a good faith belief that the subcontractor has violated section 448.09(1), Florida Statutes. If City has or develops a good faith belief that any subcontractor of Contractor knowingly violated section 448.09(1), Florida Statutes, or any provision of section 448.095, Florida Statutes, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
5. The City shall terminate this Contract for violation of any provision in this section. If the Contract is terminated under this section, it is not a breach of contract and may not be considered as such. If the City terminates this Contract under this section, the Contractor may not be awarded a public contract for at least one (1) year after the date on which the Contract was terminated. A contractor is liable for any additional costs incurred by the City as a result of the termination of a contract.
6. The City, Contractor, or any subcontractor may file a cause of action with a circuit or county court to challenge a termination under section 448.095(5)(c), Florida Statutes, no later than twenty (20) calendar days after the date on which the Contract was terminated.

SECTION XIII
AUDITS

City and its designee, subject to Contractor's reasonable confidentiality requirements shall have the right to conduct examinations and audits of the payments, provided under this Agreement. City will have the right to request examination and inspection of such records related to this Agreement upon notice of not less than five (5) business days, not more than once each calendar year, unless the City is audited, then Contractor may be audited more than once in a calendar year, in conjunction with an audit on the City. Contractor shall cooperate with such examinations, and audits and provide City with such shall provide access to such records, virtually during Contractor's normal business hours and Contractor shall cooperate with City as reasonably necessary (the "Audit Documents"). City shall bear all expenses relating to the audit. All payments made by City are subject to re-evaluation and refund conditioned on the results of the audit. If an audit discloses materially incorrect billings or improprieties, the City reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days). This section shall survive termination of this Agreement.

SECTION XIV
CONSTRUCTION

The title of the section and paragraph headings in this Contract are for reference only and shall not govern, suggest, or affect the interpretation of any of the terms or provisions within each provision or this Contract as a whole. The use of the term "including" in this Contract shall be construed as "including, without limitation." Where specific examples are given to clarify a general statement, the specific language shall not be construed as limiting, modifying, restricting, or otherwise affecting the general statement. All singular words and terms shall also include the plural, and vice versa. Any gendered words or terms used shall include all genders. Where a rule, law, statute, or ordinance is referenced, it indicates the rule, law, statute, or ordinance in place at the time the Contract is executed, as well as may be amended from time to time, where application of the amended version is permitted by law.

The parties have participated jointly in the negotiation and drafting of this Contract, and agree that both have been represented by counsel and/or had sufficient time to consult counsel, before entering into this Contract. In the event an ambiguity, conflict, omission, or question of intent or interpretation arises, this Contract shall be construed as if drafted jointly by the parties, and no presumption or burden of proof or persuasion based on which party drafted a provision of the Contract.

SECTION XV
SEVERABILITY

The provisions of this Contract shall be deemed severable and if any portion of the Contract is found invalid or unenforceable, it shall not affect the validity or enforceability of the other provisions herein.

SECTION XVI
NON-EXCLUSIVITY

Contractor acknowledges and agrees that this Contract is non-exclusive.

SECTION XVII
CONFLICT

In the event of any conflict between the terms within this Contract and any exhibits attached hereto, the terms of this Contract shall control. Unless expressly agreed to within the Contract, any reference to terms, conditions, requirements, or similar provisions, including those pointing to such provisions on a website or link, shall have no force or effect. Additionally, only the versions of documents attached to this Contract shall be binding on the parties, and any reference to a website or other location where terms might be updated shall not be binding on the parties to this Contract. For example, if Contractor updates its privacy policy on its website, the updated terms shall not be binding on the City unless the City expressly agrees to the updated terms in writing, signed by an authorized representative.

SECTION XVIII
DISCRIMINATORY, CONVICTED, AND ANTITRUST VIOLATOR VENDOR LISTS

Contractor certifies that neither it nor any of its affiliates, as defined in the statutes below, have been placed on the discriminatory vendor list under section 287.134, Florida Statutes; the convicted vendor list under section 287.133, Florida Statutes; or the antitrust violator vendor list under section 287.137, Florida Statutes. Absent certain conditions under these statutes, neither contractors nor their affiliates, as defined in the statutes, who have been placed on such lists may submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

SECTION XIX
COOPERATION WITH INSPECTOR GENERAL

Pursuant to section 20.055, Florida Statutes, it is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. Contractor understands and will comply with this statute.

SECTION XX
REPRESENTATIONS AND RELIANCE

Contractor provided the City a Civic Letter, in addition to information shared during walkthroughs and meetings, which identified its "security-first" stance, regarding the sourcing of its data. The parties acknowledge that because the City is a public agency, data security is important. Contractor provides that it sources its data via agreements directly with mobile application vendors and other third party data sources. Additionally, Contractor reports a confidence rate in its data between 90-95%, which in its reasonable belief is higher than competitors. Contractor's higher level of accuracy, matched with its more direct data sourcing makes the Services the unique and preferred option for the City to enter this Contract.

SECTION XXI
ENTIRE AGREEMENT

This Contract, including any attachments, sets forth the entire agreement between Contractor and City with respect to the subject matter of this Contract. This Contract supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties. This Contract may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

IN WITNESS WHEREOF, the parties have executed this Contract at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE, FLORIDA

By: [Signature]
City Manager

[Signature]

CONTRACTOR

By: Vernell Wisdom
Authorized Representative

Vernell Wisdom

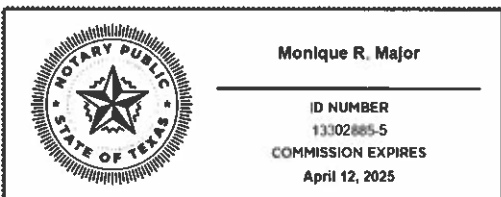
Print Representative's Name

NOTARIZATION AS TO AUTHORIZED REPRESENTATIVE'S EXECUTION

STATE OF Texas)

COUNTY OF Montgomery) ss
)

The foregoing instrument was acknowledged before me by [] physical presence or [✓] online notarization, this 11th day of June, 2024, by Vernell Wisdom who is [] personally known to me, or who has [✓] produced the following identification: DRIVER LICENSE



[Signature]
Notary Public, State of Texas
Signature of Notary Public

Monique R. Major
Print Name of Notary Public
Notary Public, State of Florida
My Commission expires:

Electronically signed and notarized online using the Proof platform.

Attachment 1

Placer Order Form

[see attached]



PLACER LABS, INC.

ORDER FORM

City of Port St. Lucie, Florida Address:	("Customer") 121 S.W. Port St. Lucie Blvd. Port St. Lucie, FL 34984	Placer Labs, Inc. Address:	("Placer") 440 N Barranca Ave., #1277 Covina, CA 91723
Contact Person:	Robert Chenier	Contact Person	Ty Burgess
Email:	rchenier@cityofpsl.com	Billing Contact Person:	Jason Tsui
Phone:	772-807-4403	Billing Email*:	billing@placer.ai
Billing Contact Email:		Billing Phone*:	415-228-2444 ext 806
		*Not for use for official notices. For notice: executiveoffice@placer.ai	

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 130 credits; Annual Maximum of 520 credits
- Premier Customer Support
 - Regular meetings with Placer's Customer Success Team
 - Live, Virtual Training support as reasonably needed
- Access to STI 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	PopStats
	Spending Patterns
	Workplace
	Market Outlook
Experian Mosaic	Mosaic Segmentation
AGS CrimeRisk	CrimeRisk

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. Placer understands and agrees that the Customer may use the Research Data in public meetings, summits, or workshops involving City Council, or City management. Additionally, the City may use the Research Data in meetings with internal and external parties, for example, providing pertinent information with a developer. Placer agrees City is permitted to use Research Data for these, and related, purposes.

Notwithstanding the foregoing, Customer may use Research Data (subject to the above restrictions) to fulfill various reporting requirements to Customer’s City Council or City management and incorporate Research Data into presentations or reports provided at public meetings, summits or workshops of such entities and to local businesses utilizing the services of Customer. Customer may use Research Data to fulfill other reporting requirements only if required by applicable law. Customer shall add the following attribution to any such reports:

“Placer Labs Inc. has provided certain input data to the City of Port St. Lucie, Florida, but was not involved in any of the analysis, conclusions or recommendations contained in this report and is not responsible for any entity’s decisions made based on this report.”

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: 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.

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.

Should either Placer or Customer terminate this Order Form for any reason except for an event of non-payment or breach by Customer, Placer will remit to Customer the prorated Fee attributable to the balance of the Initial Term.

4. Fees.

\$75,000/year invoiced: in full upon signing this Order Form.

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 tax exempt, Customer will provide Placer a copy of proof upon request.

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 and only to begin at the start of any Additional Term). The amount of such annual increase will equal the greater of CPI or five percent (5%) per annum. Placer shall give Customer notice of the intended increase in the Fee at least sixty (60) days prior to the start of any Additional Term before it may take effect for that Additional Term.

In the event of any termination, Customer will pay in full for the Services subject to the provisions in Section 3.

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.

Subject to applicable public records laws, 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 shall provide the Disclosing Party with prompt written notice of such requirement and reasonably cooperate

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.

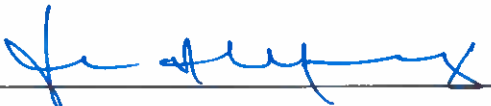
All notices under the Order Form and the Agreement will be in writing and will be deemed to have been duly given (a) upon delivery by a recognized delivery service (e.g., FedEx) with delivery confirmation, (b) upon receipt, if sent by U.S. certified or registered mail, return receipt requested, or (c) 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 with Customer prior written approval.

Nothing in the Order Form or the Agreement shall be deemed or otherwise interpreted as waiving the Customer's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in section 768.28, Florida Statutes.

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 attached hereto as Exhibit A (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 Port St. Lucie, Florida
By: 
Name: <u>Jesús Merino</u>
Title: <u>City Manager</u>
Date: <u>6/12/24</u>

"Placer"


Placer Labs, Inc.
By: 
Name: Vernell Wisdom
Title: Head of Contract Management
Date: 06/11/2024

EXHIBIT A LICENSE AGREEMENT

This License Agreement (this “**Agreement**”) is entered into by and between Placer Labs, Inc., a Delaware corporation (“**Placer**”), and the customer (“**Customer**”) listed on the order form (the “**Order Form**”) entered into by and between Placer and Customer, effective as of the last signature date set forth on the Order Form (the “**Effective Date**”). Unless otherwise defined in this Agreement, capitalized terms herein have the same meaning as in the Order Form.

1. LICENSE

Subject to the terms of this Agreement and the Order Form (including, without limitation, the payment of fees by Customer), Placer hereby grants to Customer 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).

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly, or allow any third party to (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or Placer Data or any software, documentation or data related to the Services or Placer Data; (b) attempt to re-identify any anonymized, aggregated, deidentified, obfuscated, or statistical Placer Data, (c) modify, translate, or create derivative works based on Placer Data (except to the extent expressly set forth as Permitted Use in the Order Form), (d) share Placer Data with, or disclose Placer Data to, or use Placer Data for the benefit of, a third party (except to the extent expressly set forth as Permitted Use in the Order Form), (e) remove any proprietary notices or labels, (f) circumvent any security control or access mechanism for the Services or Placer Data, (g) perform systematic and/or bulk downloads of Placer Data, or web scraping of Placer Data/from the Services, or systematic API calling beyond the minimal amount needed for Permitted Uses, or attempt to reconstruct any portion of Placer Data, (h) use the Services or Placer Data in connection with any products, services, or activities that compete with Placer, or (i) attempt to build a user profile for a given individual or device based on Placer Data, or attempt, facilitate, or encourage others to identify a given individual or user or reconstruct user profiles based on Placer Data. Customer shall not, directly or indirectly, resell, distribute, sublicense, display, or otherwise provide to third parties the Services or any Placer Data or any derivatives of Placer Data, except that Customer may display Placer Data as part of Research Data during the Term. For the avoidance of doubt, and without limiting any other restrictions or obligations set forth in this Agreement, Customer shall not use, license, sub-license or distribute Placer Data or any data derived from Placer Data, for any of the following purposes: (I) in connection with establishing eligibility for employment, health care, credit or insurance; (II) for making decisions solely by automatic means where the decision has a significant effect on the individual to whom the data relates; (III) for any unlawful tracking or unlawful surveillance purposes; or (IV) to market or sell to law enforcement agencies or to any governmental agency to be used for a law enforcement purpose.

2.2 Customer represents, covenants, and warrants that Customer will use the Services and Placer Data and only in compliance with applicable laws and regulations. Furthermore, Customer will ensure all access to Placer (“log in”) shall be done using email addresses of Customer’s email domain, and never any personal email addresses. Although Placer has no obligation to monitor Customer’s access to and use of the Services or Placer Data Placer may do so and may prohibit any access or use it reasonably believes may be (or alleged to be) in violation of the foregoing.

2.3 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services and Placer Data, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, “**Access Equipment**”). Customer shall also be responsible for maintaining the security of the Access Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Access Equipment with or without Customer’s knowledge or consent.

2.4 Customer shall maintain information security measures to safeguard Customer's Access Equipment and Placer Data in Customer's possession, including appropriate physical, technical, and organizational measures to ensure the security of such data. Such measures shall include, but not be limited to, the highest degree of care that Customer utilizes to safeguard its own sensitive data, which shall be no less than industry standard security measures in any event.

2.5 Customer shall maintain accurate and complete records relating to its use of Placer Data during the Term and for a period of one (1) year thereafter. Placer or its designee(s) may, at any time upon not less than ten (10) business days' notice to Customer and using commercially reasonable efforts to limit any such request to no more than once per year, request an attestation from Customer that its use of Placer Data complies with the terms of this Agreement and any Order Form. On good cause based on evidence or reasonable belief, Placer may further inquire about Customer's use of Placer Data and Customer will reasonably cooperate with any such inquiry and will provide such records, data, documentation, and other information as reasonably requested by Placer. The Audit(s) will be conducted during normal business hours, and at Placer's expense; provided however if such Audit reveals misuse of Placer Data by Customer, then Customer will bear the cost of such Audit, without limiting any other rights or remedies that Placer may have with respect to any such misuse of Placer Data.

3. PROPRIETARY RIGHTS

3.1 Placer shall own and retain all right, title and interest in and to (a) the Services and Placer Data, and all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with supporting the foregoing, and (c) all intellectual property rights related to any of the foregoing. No licenses are granted by estoppel or by implication.

3.2 Customer may provide feedback to Placer in respect of the Services or Placer Data. Feedback may include, without limitation, updates to or corrections of Placer Data (e.g., a retail store may have moved or may have been closed). Placer may use any such feedback to improve the Services or for other purposes, without any obligation to Customer.

3.3 In the course of using the Services, Customer may upload data (e.g., Customer's customer data) to the Services. Such uploaded data is referred to herein as "**Customer Data**". Customer hereby grants Placer a nonexclusive, worldwide, royalty-free, perpetual, irrevocable, sublicensable and transferable right to use, modify, reproduce, distribute, prepare derivative works of, display and perform Customer Data (including all related intellectual property rights) in an aggregated and de-identified format ("**Anonymized Customer Data**") in connection with the Services. Customer also hereby grants each user of the Services a non-exclusive license to access Anonymized Customer Data through the Services, and to use, modify, reproduce, distribute, prepare derivative works of, display and perform such Anonymized Customer Data as permitted through the functionality of the Services. For clarity, the foregoing license grant to Placer and users of the Services does not affect Customer's ownership of Customer Data. Placer reserves the right to remove any Customer Data and/or Anonymized Customer Data from the Services at any time for any reason. Customer, not Placer, remains solely responsible for all Customer Data that Customer uploads, posts, emails, transmits, or otherwise disseminates using, or in connection with, the Services, and Customer represents and warrants that Customer possesses all rights necessary to provide such Customer Data to Placer and to grant the rights to use such Customer Data as provided herein.

4. WARRANTY AND DISCLAIMER

4.1 Placer shall use reasonable efforts consistent with prevailing industry standards to provide access to the Services and Placer Data. Access may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Placer or by third-party providers, or because of other causes beyond Placer's reasonable control, but Placer shall use reasonable efforts to provide advance notice, by posting in the Services, email, or otherwise, of any scheduled service disruption. PLACER DOES NOT WARRANT THAT ACCESS TO THE SERVICES OR PLACER DATA WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES OR PLACER DATA.

4.2 Placer Data shall not include (i) any personally identifiable data, including but not limited to, name, email address, address or any other personal identifier ("**Personal Data**"), nor (ii) any sensitive data, including but not limited to Personal Data relating to social security numbers and other government identifiers, information relating to health or medical conditions, and information relating to sex life or sexual orientation, political opinions, and financial account numbers ("**Sensitive Data**").

4.3 Placer represents and warrants that to its knowledge the Services and Placer Data do not infringe the intellectual property rights of any third party and comply with applicable laws and regulations. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 4, THE SERVICES AND PLACER DATA ARE PROVIDED "AS IS" AND PLACER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. PLACER DATA ARE COMPILED BASED ON PROPRIETARY ALGORITHMS, AND PLACER DOES NOT WARRANT THAT ALL DATA SHALL BE COMPLETE AND ACCURATE. FURTHER, PLACER MAKES NO WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES OR PLACER DATA. Without limiting the foregoing disclaimer, Customer acknowledges and agrees that Placer Data consist of and represent the result of statistical inferences. Placer is not a backup service, and Customer is solely responsible for creating any backups of data provided by Placer. Placer is not responsible for decisions made by Customer based on Placer Data.

5. INDEMNITY

5.1 Placer shall defend, indemnify and hold Customer harmless from liability to third parties resulting from infringement by Placer's provision of Placer Data of any United States patent or any copyright or misappropriation of any trade secret. The foregoing obligations do not apply with respect to any portions or components of Placer Data (i) that are created, compiled, or modified by any party other than Placer, (ii) combined with other products, processes, data, or materials where the alleged infringement relates to such combination, (iii) where Customer continues allegedly infringing activity after being notified thereof or after being informed of alternatives that would have avoided the alleged infringement, or (iv) where Customer's use of Placer Data is not strictly in accordance with this Agreement. If, due to a claim of infringement, Placer Data are held by a court of competent jurisdiction to be or are believed by Placer to be infringing, Placer may, at its option (a) obtain for Customer a license to continue using Placer Data or (b) terminate the Order Form and Customer's rights thereunder and provide Customer a refund of any prepaid, unused fees for Placer Data.

5.2 Intentionally Omitted.

5.3 The obligations of Placer to provide indemnification hereunder is subject to the Customer (a) providing the Placer with prompt written notice of any claim, (b) providing Placer with sole control over the defense and settlement of the applicable claim and (c) reasonably cooperating with Placer in defending such claim at Placer's sole expense. Subject to the foregoing, either party may be represented in any proceeding by counsel of its own choosing at its own expense.

6. LIMITATION OF LIABILITY

IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS, OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH THE ORDER FORM, THIS AGREEMENT, THE SERVICES OR PLACER DATA, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR NON-PAYMENT OF FEES, EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE ORDER FORM, THIS AGREEMENT, THE SERVICES OR PLACER DATA OR FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY WILL NOT EXCEED THE FEES PAID TO PLACER UNDER THE ORDER FORM DURING THE PREVIOUS TWELVE (12) MONTHS PRECEDING ANY CLAIM GIVING RISE TO ANY LIABILITY HEREUNDER. NOTWITHSTANDING ANY OTHER PROVISIONS, THE FOREGOING LIMITATIONS WILL NOT APPLY TO BREACH OF CONFIDENTIALITY OBLIGATIONS OR BREACH OF LICENSING RESTRICTIONS. Nothing in this

provision shall be deemed or otherwise interpreted as waiving the Customer's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in section 768.28, Florida Statutes.

7. EXPORT CONTROL

Customer may not remove or export from the United States or allow the export or re-export of Placer Data, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority.

8. MISCELLANEOUS

This Agreement includes and incorporates Placer's privacy policy attached hereto as Exhibit A-1 (the "**Privacy Policy**"). The Order Form, the Privacy Policy, and all other referenced documents, if any, are integral parts of this Agreement. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Placer's prior written consent. Placer may not assign or transfer any of its rights and obligations under the Order Form or this Agreement without Customer's prior written consent. Notwithstanding the foregoing, Placer may assign its rights and obligations under the Order Form or this Agreement, in whole or in part, without Customer's approval in connection with a sale of business, including an acquisition, a merger with or into another entity, a sale of assets, or similar transactions; provided, however, that Placer shall promptly provide notice to Customer of any such assignment or transfer and Customer may terminate the Order Form and this Agreement no later than thirty (30) days after receipt of such notice if such entity will not agree in writing to assume all of Placer's obligations under this Agreement or is not, in Customer's reasonable discretion, a suitable provider for the Services. . This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Placer in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. This Agreement shall be governed by the laws of the State of Florida without regard to its conflict of laws provisions. This Agreement shall have the same Term as, and shall terminate or expire concurrently with, the Order Form. The following will survive any termination of this Agreement and Order Form: Sections 2.1, 2.4, 2.5, 3.1, 3.2, 4 through 8 of this Agreement.

EXHIBIT A-I PRIVACY POLICY (USERS OF PLATFORM SERVICES)

This Privacy Policy describes how Placer Labs, Inc. (“Placer” or “we”) collects, stores, uses and discloses information about users of our Platform Services. Our “Platform Services” means (i) the website located at <http://placer.ai> (the “Site”), (ii) any services, features, and content downloadable or accessible from the Site (for example, and without limitation, when you log in to your Account via the Site) and (iii) any other Placer application, software, product, or service licensed, downloaded or otherwise accessed by you, whether through Placer or third party websites or sources, other than the SDK (as defined below).

This Privacy Policy (Users of Platform Services) (this “Privacy Policy”) is incorporated into and is subject to our Terms of Use at <https://placer.ai/terms-of-service> (the “Terms of Use”). By using the Platform Services, you agree to Placer’s collection, storage, use and disclosure of your information as described in this Privacy Policy. If you disagree with anything in this Privacy Policy, please do not use the Platform Services.

1. WHO ARE “YOU”?

We refer to “you” a lot in this Privacy Policy. As used in this Privacy Policy, “you” refer to “Placer Customers”, which means direct users of Placer’s Platform Services. Categories of Placer Customers may include, among others, users of our data analytics. Placer Customers may be retail stores, restaurants, brands, researchers, and advertising agencies, just to name a few examples. Users of the Site are also Placer Customers.

We have a separate privacy policy relating to individuals who use mobile apps developed and operated by third parties that have integrated our software development kit (the “SDK”), from which Placer receives or collects certain information and data (such individuals are referred to herein as “Consumers”). If you are a Consumer, please refer to that privacy policy at <https://www.placer.ai/privacy-policy/sdk-user-privacy-policy/>.

2. HOW DOES PLACER WORK?

Placer’s technology is deployed, via integration of our SDK, in thousands of mobile apps and millions of devices. Placer’s technology collects data, such as geolocation data, which is scrubbed of any personally identifiable information to protect the privacy of Consumers. Using the aggregated data, Placer provides data analytics and actionable insights to Placer Customers. Such data analytics and actionable insights may include foot traffic patterns and Consumer preferences, among many other examples.

3. INFORMATION WE COLLECT

If you are a Placer Customer, we may receive (a) information provided by you and (b) information that is automatically collected

(a) When you use the Platform Services, we may collect information that you provide, through our lead generation forms, or when you register for an account, which may include your name, your company name, telephone number, email address, mailing address, billing and payment information, and your preferences. Other ways you may provide us information on the Platform Services, pay for the Platform Services, send us customer service questions or support requests, or when you upload your Customer Data as described in Placer's Terms of Service.

(b) When you use the Platform Services, we may also automatically collect other information about you, such as IP address, browser type, domain names, referring website addresses, access times, web log data, and other event information. Such automatic collection of information may be enabled by cookies, pixels, or other tools. Please refer to the settings for your device, web browser, and operating system for more information on how to disable such tools and control your preferences.

3.2 Note about Personally Identifiable Information

"Personally Identifiable Information", as the term is used in the United States, or "Personal Data" as referred to for individuals pursuant to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2021 and the European Directives 95/46/EC and 2002/58/EC (EU General Data Protection Regulations Legislation, also known as GDPR) (hereinafter "PII"), is information relating to an identified or identifiable natural person.

4. HOW WE USE THE INFORMATION WE COLLECT

We use the information collected from Placer Customers for our business, including, without limitation:

- 4.a To operate, maintain, enhance, and provide all features of the Platform Services;
- 4.b To provide support to Placer Customers;
- 4.c To understand and analyze the usage trends of Placer Customers;
- 4.d To improve the Platform Services, and to develop new products, services, features, and functionality.

We may also use your email address or other information to contact you for administrative or customer service purposes, and to send other business communications to you, such as updates about our Platform Services.

5. INFORMATION SHARING

We may disclose personal information collected from Placer Customers under the following circumstances:

- 5.a To Service Providers. We work with service providers to provide application development, hosting, maintenance, and other services for us. We may transfer, and these service providers may have access to or

process, information about you as part of providing those services for us. Generally, we limit the information provided to these service providers to that which is reasonably necessary for them to perform their functions, and we require them to agree to maintain the confidentiality of such information.

5.b To Comply with Laws. We may disclose information about you if required to do so by law or in the good-faith belief that such action is necessary to comply with laws, in response to a court order, judicial or other government subpoena or warrant, or to otherwise cooperate with law enforcement or other governmental agencies.

5.c To Protect Our Legal Rights. We also reserve the right to disclose information about you that we believe, in good faith, is appropriate or necessary to: (i) take precautions against liability; (ii) protect ourselves or others from fraudulent, abusive, or unlawful uses or activity; (iii) investigate and defend ourselves against any third party claims or allegations; (iv) protect the security or integrity of the Platform Services and any facilities or equipment used to make the Platform Services available; or (v) protect our property or other legal rights (including, but not limited to, enforcement of our agreements), or the rights, property, or safety of others.

5.d In Corporate Reorganizations. Information may be disclosed during due diligence or in preparation for or after an acquisition or merger, consolidation, change in control, transfer of substantial assets, financing, reorganization or similar corporate transactions with requirements for the receiving party to maintain the confidentiality of such information, or in the event of an insolvency, bankruptcy, or receivership in which information is transferred to one or more third parties as one of our business assets.

5.e To Analytics Providers. We use analytics services such as Google Analytics to collect and process certain analytics data. You can learn more about Google's practices by visiting <https://www.google.com/policies/privacy/partners/>. To help us understand how you use our Platform Services and to help us improve them, we automatically receive information about your interactions with our Platform Services, like the pages or other content you view, the searches you conduct, purchases you make, and the dates and times of your visits.

5.f For cross-contextual advertising on other sites across the web. In certain cases, for example, when you visit Placer's website in a non-logged-in state, we will place a tracker in your browser that allows us to show you Placer content on other websites. California and Virginia users can opt-out of this tracking here

6. RETENTION

When we collect Personal Data, we keep it for as long as we need it for the purpose for which it is being

processed. For example, we will retain your email information for as long as the Platform Services are active or as needed to provide the Platform Services to you. After that, we will keep the Personal Data for a period which enables us to handle or respond to any complaints, queries or concerns relating to your use of our services. We retain the data we collect directly for targeting purposes for as little time as possible, after which we employ measures to permanently delete or de-identify the data. We will periodically review the Personal Data we hold and delete it securely when there is no longer a legal, business, or consumer need for it to be retained.

7. YOUR CHOICES

You may, of course, decline to disclose certain information to us, in which case we may not be able to provide to you some of the features and functionality of the Platform Services.

If you wish to access or amend any other PII we hold about you, you may contact us at privacy@placer.ai. Please note that while any changes you make will be reflected in our databases instantly or within a reasonable period of time, we may retain all information you submit for backups, archiving, prevention of fraud and abuse, analytics, satisfaction of legal obligations, or where we otherwise reasonably believe that we have a legitimate reason to do so.

If you receive commercial email (e.g., promotions) from us, you may unsubscribe at any time by following the instructions contained within the email. You may also opt out from receiving commercial email from us by sending your request to us at privacy@placer.ai or by writing to us at the address at the end of this Private Policy. Please be aware that it may take up to ten (10) business days for us to process your request, and you may continue to receive commercial email from us during that period. Additionally, even after opting out from receiving commercial email from us, Placer Customers will continue to receive administrative messages from us regarding the Platform Services.

Some of our advertising partners are members of the Network Advertising Initiative (<https://optout.networkadvertising.org>) or the Digital Advertising Alliance (<https://optout.aboutads.info>). If you do not wish to receive personalized ads, please visit their opt-out pages to learn about how you may opt out of receiving web-based personalized ads from member companies. You can access any settings offered by your mobile operating system to limit ad tracking, or you can install the AppChoices mobile app to learn more about how you may opt out of personalized ads in mobile apps.

Under California law, California residents who have an established business relationship with us may choose to opt out of the disclosure of PII about them to third parties for such third parties' direct marketing purposes. Our policy is not to disclose PII collected online to any third party for direct marketing purposes without your approval. If you choose to opt-out at any time after granting approval, please email privacy@placer.ai.

8. THIRD PARTY SERVICES

The Platform Services may be integrated with, or contain features or links to, mobile apps and services provided by third parties. Any information you provide on third party mobile apps and services is provided directly to the operators of such mobile apps and services and is subject to those operators' policies, if any, governing privacy and security. We are not responsible for the content or privacy and security practices and policies of such third parties. We encourage you to learn about third parties' privacy and security policies before providing them with information.

9. DATA SECURITY

We use certain physical, managerial, and technical safeguards that are designed to improve the integrity and security of information that we collect and maintain. Please be aware that no security measures are perfect or impenetrable. We cannot and do not guarantee that information about you will not be accessed, viewed, disclosed, altered, or destroyed by breach of any of our physical, technical, or managerial safeguards.

10. CHILDREN'S PRIVACY

The Platform Services are not directed to children under the age of 13. We do not knowingly collect any information at all from children under the age of 13. If you learn that a child has provided us with personal information in violation of this Privacy Policy, then you may alert us at privacy@placer.ai.

11. INTERNATIONAL TRANSFER

We may transfer information that we collect about you to affiliated entities, or to other third parties across borders and from your country or jurisdiction to other countries or jurisdictions around the world. If you are

located in the European Economic Area (EEA) or other regions with laws governing data collection and use that may differ from U.S. laws, please note that you are transferring information, including PII, to a country and jurisdiction that does not have the same data protection laws as your jurisdiction, and you consent to the transfer of information to the U.S. and the use and disclosure of information about you, including PII, as described in this Privacy Policy.

12. EUROPEAN ECONOMIC AREA AND CALIFORNIA APPENDICES

If you are located in the European Economic Area (EEA), please further see Appendix A at the end of this Privacy Policy. If you are a California resident, please further see Appendix B at the end of this Privacy Policy.

13. CHANGES AND UPDATES TO THIS PRIVACY POLICY

We may update this Privacy Policy from time to time. Please revisit this Privacy Policy periodically to stay aware of any changes. If we modify this Privacy Policy, we will make it available through the Platform Services, and indicate the date of the latest revision. In the event that the modifications materially alter your rights or obligations hereunder, we will make reasonable efforts to notify you of the change. For example, we may send a message to your email address if we have one on file, or generate a pop-up or similar notification when you access the Platform Services for the first time after such material changes are made. Your continued use of the Platform Services after the revised Privacy Policy has become effective indicates that you have read, understood and agreed to the latest version of this Privacy Policy.

14. DISPUTE RESOLUTION

This Privacy Policy shall be governed by the laws of the State of California without regard to conflict of laws provisions. Any dispute, claim or controversy arising out of or relating to this Privacy Policy shall be subject to the dispute resolution provisions in our Terms of Use.

15. HOW TO CONTACT US

Please contact us with any questions or comments about this Privacy Policy, information we have collected or otherwise obtained about you, our use and disclosure practices, or your consent choices by email to

privacy@placer.ai or by physical mail to:

Placer Labs, Inc.

440 N Barranca #1277

Covina, California 91723

USA

Appendix A

ADDITIONAL NOTICE – EUROPEAN ECONOMIC AREA

Your Rights

We respect your privacy rights and provide you with reasonable access and rights to the Personal Data, as this term is referred to for individuals located in the European Economic Area (EEA), pursuant to the European Directives 95/46/EC and 2002/58/EC (EU General Data Protection Regulations Legislation, also known as GDPR), that you may have provided through your use of the Platform Services. If you live in one of those countries, and wish to access, amend, delete, or transfer any Personal Data we hold about you, you may contact us as set forth in the “How to Contact Us” section in the Privacy Policy.

You may update, correct, or delete your Personal Data and preferences at any time by request to us. Please note that while any changes you make will be reflected in active user databases instantly or within a reasonable period of time, we may retain all information you submit for backups, archiving, prevention of fraud and abuse, analytics, satisfaction of legal obligations, or where we otherwise reasonably believe that we have a legitimate reason to do so.

You may decline to disclose certain Personal Data to us, in which case we may not be able to provide to you some of the features and functionality of the Platform Services.

At any time, you may object to the processing of your Personal Data, on legitimate grounds, except if otherwise permitted by applicable law. If you believe your right to privacy granted by applicable data protection laws has been infringed upon, please contact us as set forth in the “How to Contact Us” section in the Privacy Policy. You also have a right to lodge a complaint with data protection authorities.

Legal Basis for Processing Personal Data;Retention

Placer will only collect and process Personal Data when we have lawful bases for doing so. These lawful bases include when you provide consent, when we have a contractual obligation to collect or process your Personal Data, and when we

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have a legitimate interest in processing your Personal Data.

When we collect Personal Data, we keep it for as long as we need it for the purpose for which it is being processed. We will periodically review the Personal Data we hold and delete it securely when there is no longer a legal, business, or consumer need for it to be retained.

Transfers

Where we transfer your Personal Data outside the EEA, we rely on approved standard EEA Model Clauses so these transfers are conducted in accordance with applicable laws and using adequate and appropriate safeguards.

Appendix B

SUPPLEMENTAL NOTICE FOR CALIFORNIA RESIDENTS

Introduction; “Personal Information” under the CCPA

This Appendix B supplements the information contained in our Privacy Policy above and applies solely to those of you who reside in the State of California. We adopt this supplemental notice to comply with the California Consumer Privacy Act of 2018 as amended by the California Privacy Rights Act of 2020 (the “CCPA”). Any terms defined in the CCPA have the same meaning when used in this Appendix B, unless otherwise noted.

Under the CCPA, “personal information” is information that identifies, relates to, describes, or is capable of being associated with a particular consumer or household. Personal information does not include:

Publicly available information;

Deidentified or aggregated consumer information; or

Information excluded from the CCPA’s scope, such as:

- health or medical information covered by the Health Insurance Portability and Accountability Act of 1996 and the California Confidentiality of Medical Information Act or clinical trial data; or
- personal information covered by certain sector-specific privacy laws, including the Fair Credit Reporting Act, the Gramm-Leach-Bliley Act or California Financial Information Privacy Act, and the Driver’s Privacy Protection Act of 1994.

Information We Collect

The table below sets forth the categories of personal information that we have collected within the last twelve (12) months since this notice was last updated:

Category

Examples

Collected from Placer Customers (As “Placer Customers” is defined in our Privacy Policy)

Identifiers.

A real name, unique personal identifier, online identifier, Internet Protocol address, email address, account name or other similar identifiers.

Yes

Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).

A name, address, telephone number, bank account number, credit card number, debit card number, or any other financial information,

Yes

Protected classification characteristics under California or federal law.

Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).

No

Commercial information.

Products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.

Yes

Biometric information.

Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.

No

Internet or similar network activity.

Browsing history, search history, information on a consumer’s interaction with a website, application, or advertisement.

Yes

Geolocation data.

Physical location or movements.

No

Sensory data.

Audio, electronic, visual, thermal, olfactory, or similar information.

No

Professional or employment- related information.

Current or past job history or performance evaluations.

No

Non-public education information (as defined in the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99).

Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.

No

Inferences drawn from other personal information.

Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.

No

Sensitive Personal Information (Identifiers)

A consumer's social security, driver's license, state identification card, or passport number.

No

Sensitive Personal Information (Log-in and Financial Information)

Account log-in, financial account, debit card, or credit card number in combination with any required security or access code, password, or credentials allowing access to an account.

Yes

Sensitive Personal Information (Precise Geolocation)

Geolocation data used to locate a consumer within a geographic area that is equal to or less than the area of a circle with a radius of 1,850 feet.

No

Sensitive Personal Information (Group Membership)

Racial or ethnic origin, religious or philosophical beliefs, or union membership.

No

Sensitive Personal Information (Contents of Communications)

The contents of a consumer's mail, email, and text messages unless the business is the intended recipient of the communication.

No

Sensitive Personal Information (Genetic Data)

No

Sensitive Personal Information (Identifying Biometric Information)

No

Sensitive Personal Information (Personal Information Collected and Analyzed Concerning a Consumer's Health)

No

Sensitive Personal Information (Personal Information Collected and Analyzed Concerning a Consumer's Sex Life or Sexual Orientation)

No

Categories of Sources from Which Personal Information is Collected

We obtain the personal information of Placer Customers listed above from the following categories of sources:

directly from you (as described in Section 3.1(a) of the Privacy Policy, such as, without limitation, when you register for an account); and
automatically when you interact with our Platform Services (as described in Section 3.1(b), such as, without limitation, as enabled by cookies, pixels, or other tools).

Business or Commercial Purpose Which Personal Information Will Be Used

Placer does not disclose personal information to any third parties, unless explicitly permitted in our Privacy Policy or with your consent.

As described in more details in Section 4 of our Privacy Policy:

We use the information collected for our business, including, without limitation, to operate, maintain, enhance, and provide the features of the Platform Services.

We may also use your email address or other information to contact you for administrative or customer service purposes, and to send other business communications to you.

Disclosing Personal Information

As described in more details in Section 5 of our Privacy Policy, we may disclose the following categories of personal information to the following categories of third-parties:

Analytics Providers

- Categories we disclose: Identifiers, Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)), Commercial information, Internet or similar network activity.

Other Service Providers

- Categories we disclose: Identifiers, Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)), Commercial information, Internet or similar network activity.

When appropriate, we enter into contracts that describe the purpose of the disclosure and require the recipient to keep that personal information confidential.

Sale and Sharing of Personal Information

We do not sell personal information to third parties. As used here, to “sell” means to disclose personal information to third parties for monetary or other valuable consideration, but does not include, for example, the transfer of personal information as an asset that is part of a merger or other disposition of all or any portion of our business.

Certain cross-context behavioral advertising vendors - categories we sell or share: Identifiers, Internet or similar network activity.

Rights under the CCPA

Access to Specific Information; Deletion

If you are a California resident, you have the right to:

Request that we disclose to you the following information covering the 12 months preceding your request:

- the categories of personal information that we have collected about you;
- the categories of sources from which the personal information was collected;
- the business or commercial purpose for collecting personal information about you;
- the categories of third parties to whom we disclosed personal information about you, the categories of personal information that was disclosed, and the purpose for disclosing the personal information about you (if we have made any such disclosures); and
- the specific pieces of personal information we collected about you; and
- Request that we delete personal information we collected from you, unless the CCPA recognizes an exception.

Request that we correct inaccurate personal information that we maintain about you.

Opt out of the “sale” or “sharing” of your personal information. You can find this control here.

Exercising Your Rights

To request access to your personal information or request deletion, or correction, please submit a verifiable request through one of the following methods:

Email: privacy@placer.ai; or

Toll-free number: +1 (888) 383 3424

Only you or a person authorized to act on your behalf may make a consumer request related to your personal information.

You may only request a copy of your data twice within any 12-month period. The request must:

Provide sufficient information to allow us to reasonably verify you are the person about whom we collected personal information or an authorized representative; and

Describe your request with sufficient details to allow us to properly understand, evaluate, and respond to it.

We cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you. We will only use personal information provided in a verifiable consumer request to verify the requestor's identity or authority to make the request.

Response Timing and Format

Our goal is to respond to a verifiable request within 45 days of its receipt. If we require more time, we will inform you of the reason and extension period in writing. Any disclosures we provide will cover only the 12-month period preceding the request. If applicable, the response we provide will also explain the reasons we cannot comply with the request. We will provide your personal information in a format that is readily usable and should allow you to transmit the information without hindrance.

We will not charge a fee to process or respond to your request unless it is excessive or repetitive. If we determine that the request warrants a fee, we will provide you with the basis for that decision and a cost estimate before completing your request.

Opt-Out Preference Signals

You may also opt out of the "sale" or "sharing" of your personal information by turning on the Global Privacy Control (GPC) in participating browser systems. You will need to turn the GPC on for each browser you use. To learn more about the GPC, visit the [Global Privacy Control website](#).

Non-Discrimination

We will not discriminate against you for exercising any of your rights under the CCPA, including if you are an employee, applicant, or independent contractor of our business. Unless permitted by the CCPA, we will not, because of your exercise of such rights:

- Deny you goods or services;

- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties;

- Provide you a different level or quality of goods or services; or

- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Changes to Our Privacy Notice

We reserve the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will notify you by email or through a notice on our website.

Contact Information

If you have any questions or comments about this notice, the ways in which we collect and use your personal information, your choices and rights regarding such use, or wish to exercise your rights under California law, please contact us at:

Email: privacy@placer.ai; or

Toll-free number: +1 (818) 937-0444

Mailing address: Placer Labs, Inc., 440 N Barranca., #1277, Covina, California 91723, USA