



**PLACER LABS INC.
ORDER FORM**

Wheaton Park District	("Customer")	Placer Labs Inc.	("Placer")
Address:	1777 S Blanchard St Wheaton, Illinois 60189	Address:	440 N Barranca Ave., #1277 Covina, CA 91723
		Contact Person	Matt Verdun
Contact Person:	Margie Wilhelmi	Billing Contact Person:	Jason Tsui
Email:	mwilhelmi@wheatonparks.org	Billing Email*:	billing@placer.ai
Phone:	630-510-4984	Billing Phone*:	415-228-2444 ext 806
Billing Contact Email:	mwilhelmi@wheatonparks.org	*Not for use for official notices.	

1. Services and Fees.

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

Services Description	List Price	Discount	Total Fees	Services Description Detail
Platform Access	\$20,000	\$4,000	\$16,000	Section 2
Esri Basemaps	\$0	\$0	\$0	Section 2
Chains Report Expanded	\$0	\$0	\$0	Section 2

Total List Price	\$20,000
Total Discount	\$4,000
Subscription Fees Total	\$16,000

All Fees in this Order Form are shown in US Dollar (USD)

The sum of the components may not be equal to the total shown due to rounding; the stated total represents the accurate dollar amount.

2. Services Description.

Chains Report Expanded

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

Placer Venue Analytics Platform

Access to Placer's location analytics platform (the "Placer Platform"). Access to Placer XTRA reports, subject to Scoping and Additional Usage Limitations in Section 3. Placer Platform includes a Default Credit Allocation of 2,000 Credits annually for use with credit-enabled features on the Placer Platform. The Default Credit Allocation is subject to the Placer Credits Additional Terms in Section 8. Additional Credits may be purchased separately.

Advanced Market Report

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

CON-056986

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Esri Basemaps

Esri Basemaps is enabled on the Placer Platform . The Esri Basemaps product is subject to the Additional Terms for the Esri Basemaps Enabled Platform outlined herein.

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.
- POI Requests: Annual Maximum of 260
- Xtra Reports: Quarterly Maximum of 26 credits; Annual Maximum of 104.

4. Term and Termination.

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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:** Following expiration of the Initial Term, this Order Form shall be automatically renewed for additional periods of the same duration as the Initial Term, unless either party provides written notice of non-renewal at least twenty (20) days prior to the expiration of the then-current term.

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:	Semi-Annually (Placer will invoice Customer for the Annual Fee in two (2) equal installments, providing the first invoice promptly after the Effective Date and then every six (6) months thereafter)
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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.

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.

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 Illinois 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 Illinois without regard to its conflict of laws provisions."

Additional Terms For the Esri Basemaps Enabled Platform. "Customer hereby acknowledges and agrees that access to and use of the Esri Basemaps features in the Placer Platform is subject to the supplemental Terms and Conditions included below (the "Supplemental T&Cs"). Customer acknowledges and agrees that the Supplemental T&Cs shall specifically modify, amend and supersede any contrary terms or conditions in this Order Form or the Agreement."

"Supplemental T&Cs.

1. Customer hereby disclaims, to the extent permitted by applicable law, Environmental Systems Research Institute, Inc.'s ("Esri") and its licensors' liability for any damages or loss of any kind, whether direct, special, indirect, incidental, or consequential, arising from the use of the Placer Platform or its components or output therefrom including, but not limited to, liability for use of the Placer Platform or its components or output therefrom in high-risk activities or liability related to any data supplied by Esri.
2. Customer hereby agrees that, at the time of termination of use of the Placer Platform, it shall delete or destroy all elements of data derived from the Placer Platform or its components; provided however, that Customer shall not be required to immediately purge from its hard-copy, electronic or email files any such data which are contained in such files for so long as such data is (i) solely retained for ordinary corporate systems backup, legal or regulatory purposes, (ii) not used for any commercial purposes or monetized in any manner and (iii) ultimately deleted in accordance with its data retention policy.
3. Customer hereby agrees that it shall comply fully with all relevant export control and trade sanctions laws and regulations of the United States, including, but not limited to, the Export Administration Regulations (EAR), including prohibited end users and end uses as referenced in Part 744 of the EAR and all of its relevant supplements including Supplement No. 4 to Part 744 of the EAR(<https://www.bis.doc.gov/index.php/documents/regulations-docs/2343-part-744-control-policy-end-user-and-end-use-based-2/file> and <https://www.bis.doc.gov/index.php/documents/regulations-docs/2347-744-supp-4-6/file>); International Traffic in Arms Regulations (ITAR); and the United States Department of Treasury, Office of Foreign Assets Control (OFAC) regulations, and it shall ensure that the Placer Platform, Placer Data and/or any component or output therefrom is not

exported, reexported, transferred, diverted, used, or accessed, directly or indirectly, in violation of any United States export control and trade sanctions laws and regulations. When applicable, Customer shall provide Placer with information about its export and distribution activities as may be required for Placer and Esri to meet their respective obligations under the United States export control and trade sanctions laws and regulations.

4. Customer hereby agrees that it shall not remove or obscure any patent, copyright, trademark, proprietary rights notices, or legends contained in or affixed to the Placer Platform, any component thereof, any data supplied by Esri, output, metadata file, or online or hard-copy attribution page of any data supplied by Esri with respect to the Placer Platform and/or any component thereof.
5. Customer hereby acknowledges and agrees that Esri and its licensors do not warrant that any data supplied by Esri or its licensors or in the Placer Platform and/or any component thereof will meet its needs or expectations; that the use of the Placer Platform, any component thereof, any data supplied by Esri or its licensors will be uninterrupted; or that all nonconformities can or will be corrected. Esri and its licensors are not inviting reliance on any data supplied by Esri or its licensors in the Placer Platform and/or any component thereof, and Customer should always verify actual data supplied by Esri or its licensors in the Placer Platform and/or any component thereof. Any warranty offered by Placer for the Placer Platform, any component or output therefrom and/or any data supplied by Esri or its licensors shall only apply between Placer and Customer. Esri and its licensors do not offer any warranties or indemnities to Customer for the Placer Platform, any component thereof and/or any data supplied by Esri.
6. Customer hereby agrees that it shall not store, or cache, for the purposes of redistributing, or sublicensing content or otherwise using the Placer Platform and/or any component or output therefrom in violation of Esri's or a third-party's rights, including intellectual property rights, privacy rights, nondiscrimination laws, export laws, or any other applicable laws or regulations."

Placer Credits Additional Terms

1. Definitions

1.1. "Credits" means units of value consumed when using credit-enabled features that are identified as such on the Placer Platform. Credits have no cash value and are not redeemable. Details regarding credit rates, consumption, and available Credit Packages are available at <https://view-su2.highspot.com/viewer/5e7bf30c4048a7c9642a5aabc810353a>

1.2. "Default Credit Allocation" means the number of Credits included with a Placer Platform subscription.

1.3. "Credit Package" means a bundle of Credits purchased by Customer pursuant to an Order Form, Amendment, or online terms.

1.4. "Committed Credits" means a Credit Package purchased on an annual subscription basis.

1.5. "Top-Up Credits" means a one-time Credit Package purchased to supplement Customer's Credits.

1.6. "On-Demand Credits" means Top-Up Credits purchased by an authorized administrator of Customer's account through Placer's self-service purchasing interface and paid in advance by credit card at the time of purchase.

1.7. "Credit Balance" means the total number of Customer's unexpired, unused Credits at any given time.

2. General Credit Terms

2.1 Default Credit Allocation. Placer will provision the Default Credit Allocation with the number of Credits specified in the applicable Order Form for no additional fee. The Default Credit Allocation refreshes on each annual anniversary of the Effective Date. Unused Credits from any prior period do not carry over and are forfeited upon refresh.

2.2 Purchasing Credits. Customer may purchase additional Credits at any time via Order Form or Amendment for Committed Credits or Top-Up Credits, or by an authorized administrator of Customer's account purchasing On-Demand Credits through Placer's self-service purchasing interface. All Credit purchases are final and non-cancellable.

2.3 Credit Consumption. Credits are consumed when Customer initiates a credit-enabled action on the Placer Platform. Credit consumption rates are published on the Placer Platform and may be updated by Placer upon no less than thirty (30) days' prior notice via the Placer Platform or email. Rate changes apply to Credits consumed after the effective date of the change. For the avoidance of doubt, rate changes do not alter the number of Credits in Customer's existing Credit Balance. Customer's current Credit Balance is viewable within the Placer Platform. Placer may update the Credits materials referenced

in these terms from time to time subject to the notice requirements in this Section to the extent they affect Credit consumption rates.

2.4 Expiration; No Rollover. All Credits expire at the end of the annual period within the Term in which they were allocated or purchased. For multi-year Terms, each twelve (12)-month period is treated as a separate annual period for purposes of Credit expiration. Unused Credits do not roll over and have no cash value. No refunds or compensation will be provided for unused, expired or forfeited Credits. Notwithstanding the foregoing, if Customer terminates the Agreement for Placer's uncured material breach, Placer shall issue a pro-rata refund or credit for any unused Committed Credits or Top-Up Credits purchased by Customer for the then-current annual period.

2.5 No Transfer. Credits are non-transferable and may only be used by authorized users under Customer's account.

2.6 Disputes. Customer must submit disputes via a support request within thirty (30) days. Placer will restore Credits for verified system errors. All other disputes are resolved in Placer's reasonable discretion. Credits are consumed upon initiation of a credit-enabled action and are non-refundable once consumed.

2.7 Restrictions. Placer Data obtained through Credit-enabled features remain subject to all use restrictions in the Order Form and Agreement.

2.8 Placer Platform Subscription Required. Credits require an active Placer Platform subscription. If Customer's Placer Platform subscription expires or terminates, remaining Credits are forfeited.

2.9 Proration. If the Term is not a full twelve (12)-month period, the Default Credit Allocation and any Committed Credits will be prorated based on the number of full calendar months in that period divided by twelve (12). Partial months are excluded. Prorated Credits expire at the end of the applicable period and do not carry over.

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.

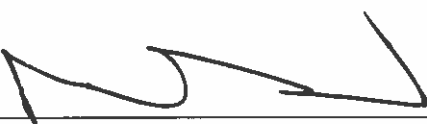
Trial Offering. If Placer provides Customer with additional Services or Placer Data during the Term and identifies such Services or Placer Data as for evaluation or trial purposes only (a "Trial Offering"), access to the Trial Offering is permitted only during the period designated by Placer (or if not 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”

Signature: 

Name: Michael J. Benard

Title: Executive Director

Date: 6/30/2024

“Placer”

Signature:  Vernell Wisdom

Name: Vernell Wisdom

Title: Head of Contract Management

Date: 6/30/2026