

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda


 Resolution or Ordinance (Blue) Waiver of First Requested
 X Recommendations of Boards, Commissions & Committees (Green)
 Other Business (Pink)

TO : PRESIDENT AND BOARD OF TRUSTEES

FROM: Scott R. Niehaus, Village Manager

DATE : November 11, 2025 (BOT) Date November 20, 2025

SUBJECT: Placer.ai Location Analytics Platform Purchase

SUBMITTED BY: Trevor Dick, Director of Economic Development and Planning 

BACKGROUND/POLICY IMPLICATIONS:

At the October 13, 2025 Economic & Community Development Committee meeting, they recommended approval of purchasing a subscription for Placer.ai, a location analytics platform, to support and enhance Lombard's economic development strategies. Placer.ai provides real-time mobility and foot traffic data that will help the Village make more informed, data-driven decisions to attract and retain businesses, support downtown activities, and evaluate development opportunities. For Lombard, the tool can:

- Reduce reliance on costly third-party studies.
- Accelerate decision-making by staff and boards.
- Enhance transparency when engaging with developers and stakeholders.

Please place this item on the November 20, 2025 Board of Trustees agenda for consideration.


Fiscal Impact/Funding Source:
Review (as necessary)

Finance Director _____ Date _____
Village Manager _____ Date _____



MEMORANDUM

TO: Scott R. Niehaus, Village Manager

FROM: Trevor Dick, FAICP, LEED AP 
Director of Economic Development and Planning

DATE: November 10, 2025

SUBJECT: Recommendation for Purchasing Placer.ai

At the October 13, 2025, meeting of the Economic and Community Development Committee (ECDC), the members reviewed the recommendation to purchase a one-year subscription to Placer.ai for \$21,000. Because the item also benefits the Village's tourism efforts, staff also brought the item to the Community Promotion and Tourism Committee for their review on November 2, 2025.

Attached is a staff report and proposed contract that was reviewed and recommended for approval by both the ECDC and the Community Promotion and Tourism Committee as initiated by staff.

ACTION REQUESTED

Please place this item on the November 20, 2025 Village Board agenda. Both the ECDC and the Community Promotion and Tourism Committee unanimously recommend that the Village Board enter into the one-year subscription with Placer.ai.



MEMORANDUM

TO: Trustee Brian LaVaque, Chairperson
Trustee Jessie Hammersmith, Co-Chairperson
Economic and Community Development Committee

FROM: Trevor Dick, FAICP, LEED AP
Director of Economic Development and Planning

DATE: September 25, 2025

SUBJECT: Recommendation for Purchasing Placer.ai for Economic Development

PURPOSE

This memo recommends purchasing a subscription for Placer.ai, a location analytics platform, to support and enhance Lombard's economic development strategies. Placer.ai provides real-time mobility and foot traffic data that will help the Village make more informed, data-driven decisions to attract and retain businesses, support downtown activities, and evaluate development opportunities.

BACKGROUND & RATIONALE

Founded in 2016, Placer.ai has become a leading tool in economic development, commercial real estate, retail strategy, and urban planning. The platform is widely used by:

- Municipal governments for downtown planning and business recruitment,
- Retailers and developers for site selection and competitor analysis,
- Real estate firms to assess market demand and property value.

Cities and suburbs across the U.S., including nearby Illinois communities, have adopted Placer.ai to support data-driven decision-making in planning and economic development.

Placer.ai collects anonymized, aggregated mobile location data from smartphones and mobile apps that users have opted into for location services. This data is:

- Privacy-compliant (GDPR & CCPA),
- Collected from millions of devices across the U.S.,
- Supplemented with third-party data sources (e.g., demographic databases, census data, property data).

Placer.ai does not track individuals or collect personally identifiable information (PII) and it does not sell consumer data. (*see attachment for more information*)

In an increasingly competitive economic development environment, access to reliable and recent data is critical. Placer.ai offers an opportunity to modernize our approach, strengthen our business support tools, and make smarter strategic investments.

Village Benefits

The following is a summary of the key benefits that a subscription can offer the Village:

Business Attraction & Site Selection Support

Placer.ai enables staff to analyze foot traffic trends, visitor demographics, dwell times, and trade areas for any commercial location in the Village. This data allows us to:

- Present potential retailers and developers with compelling, location-specific analytics.
- Validate the viability of underutilized properties for redevelopment.
- Benchmark Lombard's performance against comparable communities.

Support for Existing Businesses

We can use Placer.ai to provide existing Lombard businesses with insights on:

- Customer patterns (peak times, visit frequency, origin points).
- Changing demographics and market reach.
- Impacts of special events, street closures, or marketing campaigns.

Strategic Planning & Policy Evaluation

Foot traffic and mobility data can inform:

- Parking and transportation infrastructure needs.
- The impact of zoning or land-use changes.

Tourism and Overnight Stays

Placer.ai can be used by the Village to also track visitor patterns in connection with special events and attractions.

- The Village can track where visitors come from for events and attractions, where they go before or after visiting our attractions.
- This information can help with future event planning, tourism promotion, and funding analysis
- Tracking Downtown development efforts, including event performance and placemaking initiatives.

Return on Investment

Many municipalities, including neighboring suburbs, are already using Placer.ai to advance their development goals.

For Lombard, the tool can:

- Reduce reliance on costly third-party studies.
- Accelerate decision-making by staff and boards.
- Enhance transparency when engaging with developers and stakeholders.

Lombard Example

If the Village wanted to focus on a particular event such as Cruise Nights. The Village could perform an analysis using Placer.ai to understand a variety of metrics. For example, Placer.ai could show:

- How many people visited Downtown during the event,
- Total foot traffic by day and hour,
- Where visitors came from,
- Whether those visitors also went to nearby businesses (like restaurants or shops),
- Year-over-year, and/or month to month, comparisons to measure growth or decline.

COMMITTEE ACTION REQUESTED

This item is being placed on the October 13, 2025, ECDC agenda for consideration. Staff recommends that the ECDC recommend approval of the Placer.ai contract in the amount of **\$21,000** partially funded with hotel/motel tax funds.

Attachments:

- Staff Presentation for Recommending Placer AI
- Civic Economic Development Solutions
- Supporting Communities and Preserving Privacy
- Order Form
- Civic Travel and Tourism Solutions



MEMORANDUM

TO: Trustee Patrick Egan, Chairperson
Trustee Bernie Dudek, Co-Chairperson
Community Promotion and Tourism Committee

FROM: Trevor Dick, FAICP, LEED AP
Director of Economic Development and Planning

DATE: October 14, 2025

SUBJECT: Recommendation for Purchasing Placer.ai for Community Promotion and Tourism, and Economic Development

PURPOSE

This memo recommends purchasing a subscription for Placer.ai, a location analytics platform, to support and enhance Lombard's community promotion and tourism, as well as our economic development strategies.

This item was recently presented to the Economic and Community Development Committee (ECDC) at their October 13, 2025 meeting. The ECDC recommended that the Village enter into a one-year contract for the service. Because this tool would also greatly assist with Community Promotion and Tourism, and that staff is recommending that the subscription be partially paid with hotel/motel tax funds, staff is now bringing the recommendation to the CPTC for review and consideration.

BACKGROUND & RATIONALE

Founded in 2016, Placer.ai has become a leading tool in community promotion and tourism, economic development, commercial real estate, retail strategy, and urban planning. The platform is widely used by:

- Municipal governments for events and tourism, downtown planning and business recruitment,
- Retailers and developers for site selection and competitor analysis,
- Real estate firms to assess market demand and property value.

Cities and suburbs across the U.S., including nearby Illinois communities, have adopted Placer.ai to support data-driven decision-making in tourism, promotion, planning and economic development.

Placer.ai collects anonymized, aggregated mobile location data from smartphones and mobile apps that users have opted into for location services. This data is:

- Privacy-compliant (GDPR & CCPA),
- Collected from millions of devices across the U.S.,

- Supplemented with third-party data sources (e.g., demographic databases, census data, property data).

Placer.ai does not track individuals or collect personally identifiable information (PII) and it does not sell consumer data. (*see attachment for more information*)

Village Benefits

The following is a summary of the key benefits that a subscription can offer the Village:

Tourism and Overnight Stays

Placer.ai can be used by the Village to also track visitor patterns in connection with special events and attractions.

- The Village can track where visitors come from for events and attractions, where they go before or after visiting our attractions.
- This information can help with future event planning, tourism promotion, and funding analysis
- Tracking Downtown development efforts, including event performance and placemaking initiatives.

Business Attraction & Site Selection Support

Placer.ai enables staff to analyze foot traffic trends, visitor demographics, dwell times, and trade areas for any commercial location in the Village. This data allows us to:

- Present potential retailers and developers with compelling, location-specific analytics.
- Validate the viability of underutilized properties for redevelopment.
- Benchmark Lombard's performance against comparable communities.

Support for Existing Businesses

We can use Placer.ai to provide existing Lombard businesses with insights on:

- Customer patterns (peak times, visit frequency, origin points).
- Changing demographics and market reach.
- Impacts of special events, street closures, or marketing campaigns.

Strategic Planning & Policy Evaluation

Foot traffic and mobility data can inform:

- Parking and transportation infrastructure needs.
- The impact of zoning or land-use changes.

Return on Investment

Many municipalities, including neighboring suburbs, are already using Placer.ai to advance their development goals.

For Lombard, the tool can:

- Reduce reliance on costly third-party studies.
- Accelerate decision-making by staff and boards.
- Enhance transparency when engaging with developers and stakeholders.

Lombard Example

If the Village wanted to focus on a particular event such as Cruise Nights. The Village could perform an analysis using Placer.ai to understand a variety of metrics. For example, Placer.ai could show:

- How many people visited Downtown during the event,
- Total foot traffic by day and hour,
- Where visitors came from,
- Whether those visitors also went to nearby businesses (like restaurants or shops),
- Year-over-year, and/or month to month, comparisons to measure growth or decline.

COMMITTEE ACTION REQUESTED

Staff recommends that the CPTC recommend approval of the Placer.ai contract in the amount of **\$21,000** partially funded with hotel/motel tax funds.

Attachments:

- Boost Your Visitor Economy
- Placer.ai Supporting Communities and Preserving Privacy
- Contract



Recommendation for Purchasing **Placer.ai**

PRESENTATION

TREVOR DICK, DIRECTOR OF ECONOMIC DEVELOPMENT AND PLANNING

AUGUST 12, 2025

Purpose

- Recommend purchasing a subscription for Placer.ai, a location analytics platform, to support Lombard's economic development strategies.
- Provides anonymized, real-time mobility and foot traffic data for data-driven decisions.

Background and Rationale



Placer.ai

- Founded in 2016, Placer.ai is widely used by municipalities, retailers, developers, and real estate firms for planning, site selection, and market analysis.
- Data is:
 - Privacy-compliant (GDPR & CCPA)
 - Aggregated & anonymized
 - Supplemented with third-party sources.
- No personal data collected or sold.

Here is a sample of some of the ways we protect individuals' privacy:

- 1 We don't provide data about certain locations with higher sensitivity. To mitigate potential concerns, we have adopted a policy that restricts customers from viewing visit reports for certain locations we've pre-identified including military facilities, preK-12 schools, places of worship, rehabilitation centers, or women's health facilities.
- 2 We do not currently use open generative AI (also referred to as "LLM" or large language models) in any of our systems producing data for our customers. The "AI" in Placer.ai's name refers to statistical modeling we use to interpret and create insights about the data and patterns we observe.
- 3 We don't receive personal identifiers. The data we receive from mobile application data providers is stripped of identifiers such as names, device IDs, and contact information, before it is shared with us.
- 4 We only work with trusted data providers that receive opt-in or opt out consent from their users to share their data in accordance with all applicable laws.
- 5 We do not receive or share data associated with individuals known to be under 18 years of age.
- 6 We only provide our customers with aggregated, statistical information, about physical locations.
- 7 No information we share can be used to reasonably identify a device or an individual.
- 8 There is nothing to download or install in order to use Placer.ai.
- 9 We do not receive exact home locations of individuals.

To learn more about Placer.ai's approach to Privacy please visit our Trust Center at:
<https://www.Placer.ai/company/trust-center>

Village Benefits

Assist with Attraction & Site Selection

Enables staff to analyze foot traffic trends, visitor demographics, dwell times, and trade areas for any commercial location in the Village. This data allows us to:

- Present potential retailers and developers with compelling, location-specific analytics.
- Validate the viability of underutilized properties for redevelopment.
- Benchmark Lombard's performance against comparable communities.

Strengthen Existing Business Support

Provide existing Lombard businesses with insights on:

- Customer patterns (peak times, visit frequency, origin points).
- Changing demographics and market reach.
- Impacts of special events, street closures, or marketing campaigns.

Village Benefits

Inform Strategic Planning & Policy

Foot traffic and mobility data can inform:

- Parking and transportation infrastructure needs.
- The impact of zoning or land-use changes.
- Downtown development efforts, including event performance and placemaking initiatives.

Promote Tourism & Overnight Stays

Placer.ai can be used by the Village to also track visitor patterns in connection with special events and attractions.

- The Village can track where visitors come from for events and attractions, where they go before or after visiting our attractions.
- This information can help with future event planning, tourism promotion, and funding analysis
- Tracking Downtown development efforts, including event performance and placemaking initiatives.

Market Population Metrics

Lombard
Village • Illinois

Resident Population
(Census 2023)

44.8K (+0.1% vs. 2022)

Out-of-Market Visitors

5.2M (+0.7% YOY)

Employees

23.3K (+2.8% YOY)

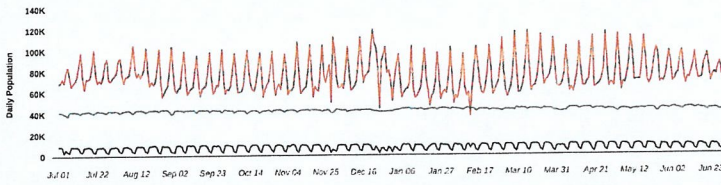
Daytime Population
(STL: Workplace 2024)

51.2K

Compared to: 1 Year Ago | Jul 1st, 2024 - Jun 30th, 2025
Data provided by Placer Labs Inc. (www.placer.ai)

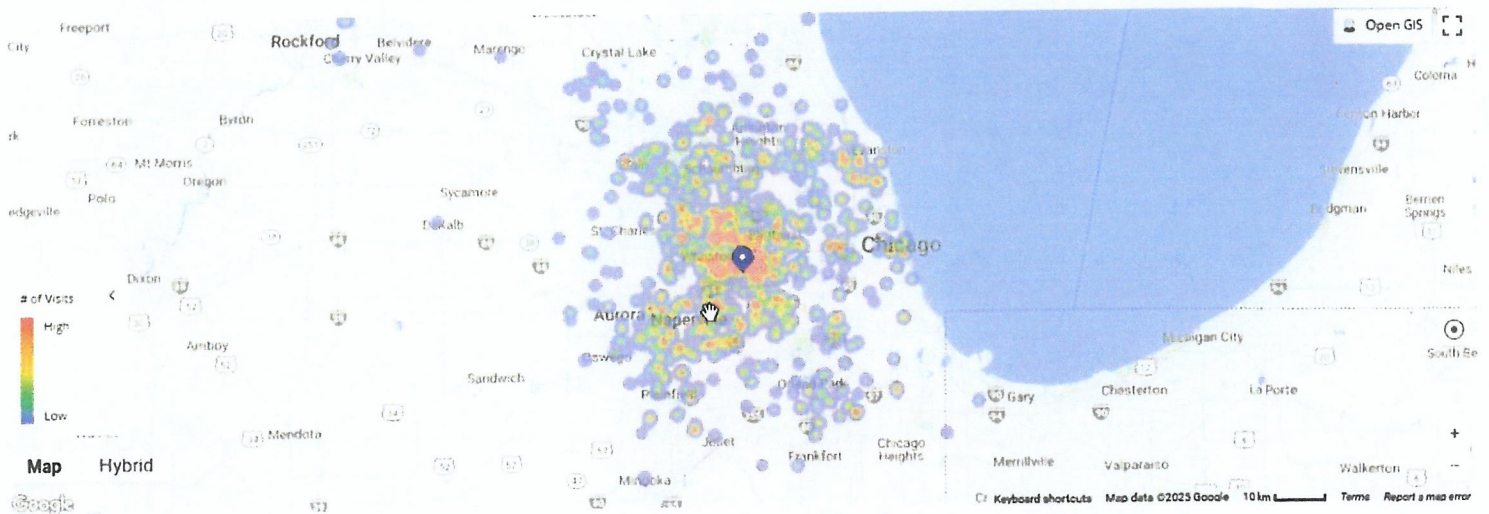
Daily Population Trend

Lombard
Village • Illinois

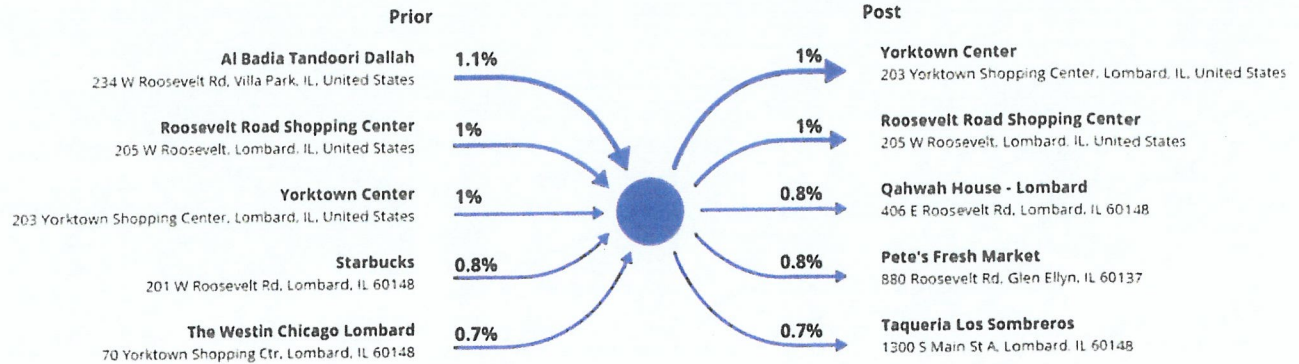


Village of Lombard Data Examples

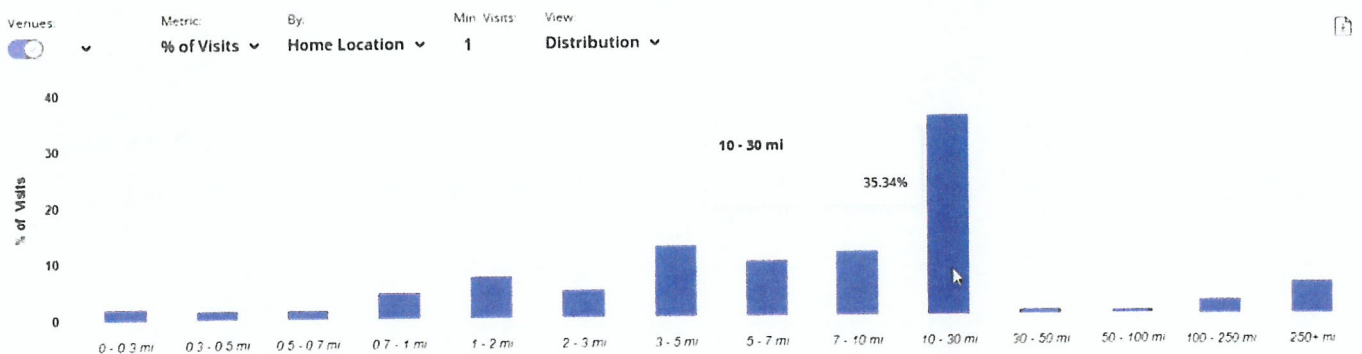
Product Example: Customer Origin



Product Example: Customer Trips



Product Example: % of Visits by Distance



Return on Investment



Reduced Research Costs

Reduce reliance on costly third-party studies



Faster Business Attraction

Data-backed proposals can attract businesses faster.



Assist in investment decisions in events

Measure attendance, visitor origins, and spending patterns. This information can help with future event planning, tourism promotion, and funding analysis



Support Existing Businesses

Data can help businesses adjust marketing.



Accelerate decision-making

Having immediate access to Data and evidence will help make faster decisions.



Enhance transparency with developers and stakeholders

Sharing data with other stakeholders gains trust and respect.

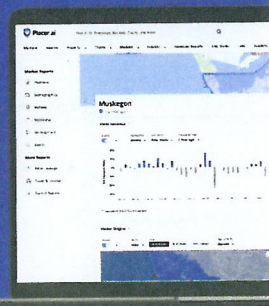
TOURISM



Civic

Boost Your Visitor Economy

Use the industry's leading location analytics to attract more visitors and fuel your community's growth.



Inform key strategic decisions with foot-traffic data



Visitor Insights

Gain a deep understanding of who your visitors are, including their demographics, interests, and where they travel from, to tailor your strategy.



Visitor Journey

See which local attractions, businesses, and restaurants visitors frequent to craft more effective marketing campaigns and then demonstrate campaign success.



Economic Impact

Measure the financial contribution of tourism by analyzing visitor spending, identifying which local businesses benefit most, and understanding revenue capture and leakage.



Enhance Marketing

Use rich visitor data to craft more effective marketing campaigns, plan and promote successful events, and maximize your attendance and ROI.

Loved & Trusted by

visit California

visit Baltimore

Visit Dublin

VISIT PHILADELPHIA

Discover! Kalamazoo

TOURISM



Powering Your Community with Actionable Data

Use Placer.ai to:



Boost Ad Campaign ROI

Boost your advertising ROI by targeting the right audiences and measuring your campaign's impact on actual foot traffic.



Optimize Event Planning & Marketing

Discover visitor insights to help plan events strategically, optimize marketing efforts, and maximize attendance.



Report Visitor Counts & Trends

Measure the number of visits, unique visitors, overnights, length of stay, seasonality, and visit trends to any location in your region.



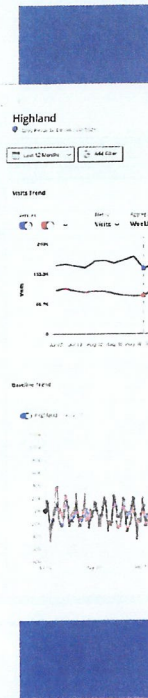
Understand Visitor Demographics & Interests

Go beyond basic visitor counts to truly understand who your visitors are. See their demographics, discover their spending habits, learn which brands and media they prefer, and more.



Prove Tourism Impact on Local Businesses

Discover which local businesses benefit from tourism in your region and where visitors shop or dine within the community.



"With Placer, we market events more efficiently than ever before, see clear ways to better serve our residents, and have helped our partners land multiple grants to help put on the Christmas City event. Placer has been a wonderful asset to the Office of Tourism and our community partners."

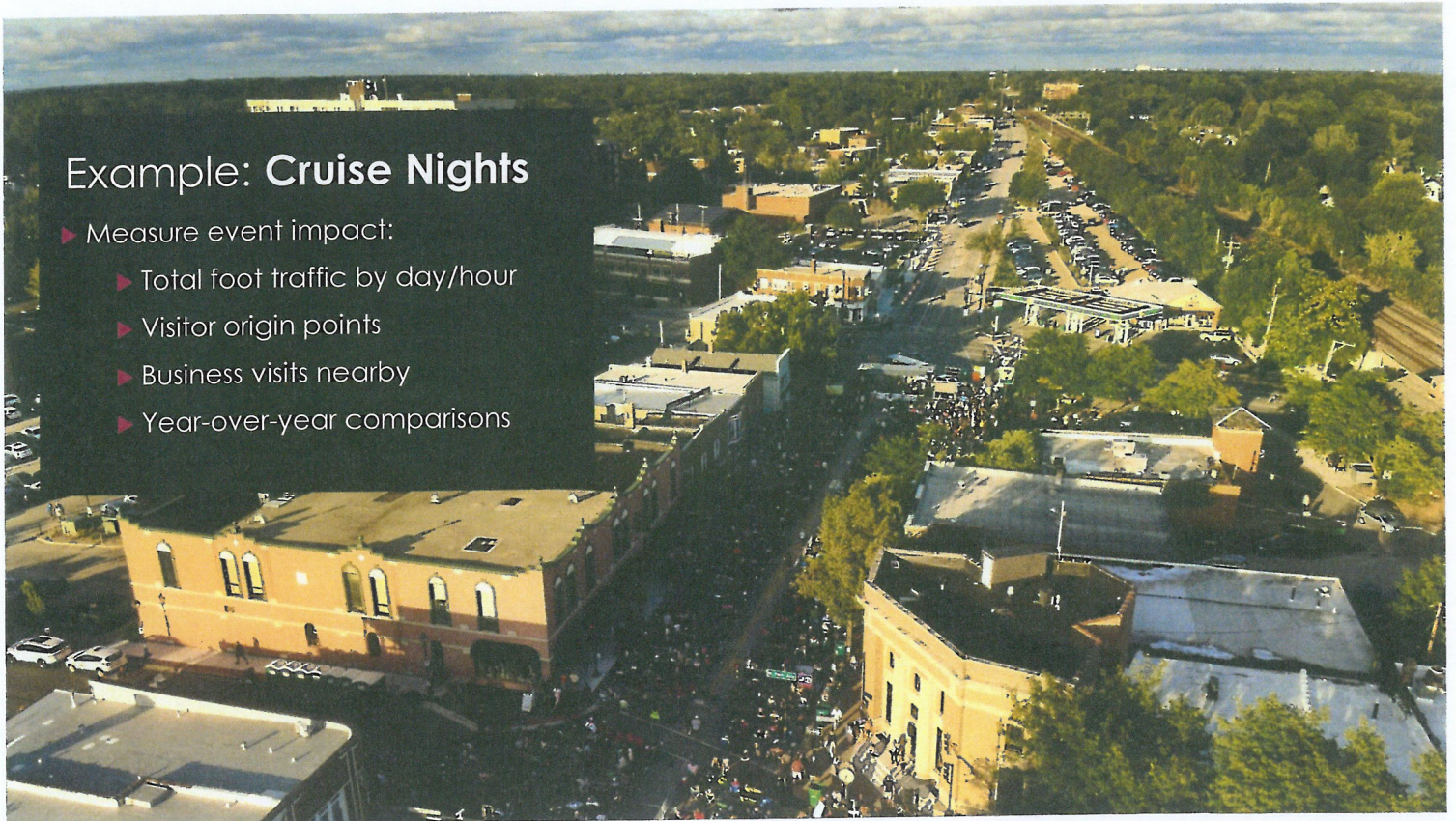
Cristina Binkley, Tourism & Economic Initiatives Coordinator
City of Prescott, AZ

"Unless we had someone sit outside 24 hours a day, 7 days a week for the last 5 years, asking each person who they are, where they live, how much they make, etc. there's just no way we could have understood our visitors that deeply than with Placer. Being awarded a \$100K grant has totally changed the scope of what we'll be doing this year."

Alexander Weber, President and CEO
Grand Forks Downtown Development Association

Example: Cruise Nights

- ▶ Measure event impact:
 - ▶ Total foot traffic by day/hour
 - ▶ Visitor origin points
 - ▶ Business visits nearby
 - ▶ Year-over-year comparisons



Next Steps

- **Recommendation:** To enter a one-year subscription with Placer.ai (\$21,000) partially funded with hotel/motel tax funds.



Thank you!



**PLACER LABS INC.
ORDER FORM**

| | | | |
|------------------------|---|------------------------------------|--|
| Village of Lombard | ("Customer") | Placer Labs Inc. | ("Placer") |
| Address: | 255 E Wilson Ave Lombard, Illinois 60148 | Address: | 440 N Barranca Ave., #1277 Covina, CA 91723 |
| | | Contact Person | Matt Verdun |
| Contact Person: | Trevor Dick | Billing Contact Person: | Jason Tsui |
| Email: | trevord@villageoflombard.org | Billing Email*: | billing@placer.ai |
| Phone: | 630-620-3599 | Billing Phone*: | 415-228-2444 ext 806 |
| Billing Contact Email: | trevord@villageoflombard.org | *Not for use for official notices. | |

1. Services and Fees.

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

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

| | |
|----------------------------------|--------------------|
| Total Annual Fee – Year 1 | \$21,000.00 |
|----------------------------------|--------------------|

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

2. Services Description.

Chains Report Expanded

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

Placer Venue Analytics Platform

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

Void Analysis

Access to the Void Analysis tool.

Advanced Market Report

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

3. Permitted Uses and Limitations.

Permitted Uses:

Customer may use Placer Data solely for the following purposes (“**Permitted Uses**”): (a) Customer may use Placer Data for Customer’s internal business purposes; and (b) Customer may incorporate Placer Data into Research Data, as described and subject to the restrictions below.

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

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

- Research Data may contain limited excerpts and discrete portions of Placer Data (“Excerpts”) so long as: (i) such Excerpts are only supportive of, and do not independently form a substantial part of, the Research Data; (ii) Research Data does not include full copies or substantial portions of Placer Data; and (iii) any such Research Data is distributed to no more than a limited number of Customer’s clients and prospective clients and is not commercially or generally distributed;
- The Customer may share Research Data with current and potential customers, and in marketing materials; provided that the Customer shall cite Placer as a provider of such information (for such purpose only, Placer grants Customer the rights to use the Placer.ai name and logo, provided that any such use of the Placer.ai name and logo must clearly indicate that Placer is the provider of data only, and is not involved in any analysis, conclusion, recommendation); and
- Customer shall not, directly or indirectly, resell, distribute, sublicense, display or otherwise provide Placer Data to any third parties, except that Customer may display Placer Data as part of Research Data.

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

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

- Customer and its authorized users may not share user credentials, logins or Placer Data with any others.
- Customer and its authorized users may not provide access to any third party agents acting on Customer’s behalf (including any consultants, contractors, or other agents of Customer) without prior written consent from Placer. Any such approved access may be subject to an additional fee pursuant to a written amendment to this Order Form.
- Xtra Reports: Quarterly Maximum of 26 credits; Annual Maximum of 104.
- Customer’s authorized users may only be members of the following Customer Department: Economic development; Other - Marketing/Events;

4. Term and Termination.

Term:

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

- Initial Term: The initial term of this Order Form will begin as of the last signature date set forth below (the "**Effective Date**"), and will continue for 12 consecutive months thereafter (the "**Initial Term**"). Each renewal or additional term, if any, is referred to as "**Additional Term**," and the Initial Term and any Additional Terms are referred to collectively as the "**Term**".
- Additional Term: This Order Form shall continue on the same terms and conditions set forth herein for additional periods of the same duration as the Initial Term, if mutually agreed in writing by both parties.

Termination:

- Material Breach: Either party may terminate this Order Form upon thirty (30) days' notice if the other party materially breaches any of the terms or conditions of this Order Form or the Agreement (as defined below), and the breach remains uncured during such thirty (30) days.
- Suspension: In addition, Placer may immediately suspend Customer's access to the Services, or terminate the Order Form, in the event of non-payment by the Customer or breach by Customer of any restrictions regarding usage of the Services.
- Fees: All Fees are non-refundable and in the event of any termination, Customer will pay in full for the Services.

Post -Termination:

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

5. Invoicing, Payment Terms, and Fee Increases.

Invoicing and Payment Terms:

| | |
|--|--|
| Placer will invoice Customer as follows for the Initial Term starting on the Effective Date: | Annually (Placer will invoice Customer for the entire Annual Fee promptly after the Effective Date and then annually thereafter) |
| Customer shall pay all invoices within the following number of days of the invoice date: | 30 |

- Placer will send all billing via electronic invoice to the Customer billing contact email indicated above via NetSuite.
- If Customer believes that Placer has invoiced Customer incorrectly, Customer must contact Placer no later than sixty (60) days after the closing date on the first invoice in which the error or problem appeared in order to receive an adjustment or credit. Inquiries should be directed to Placer's customer support department at support@placer.ai.
- Unpaid, undisputed 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.

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 sixty (60) days prior to the applicable Additional Term. Any such increase in Annual Fees will only be effective upon commencement of the Additional Term.

6. Support.

Premier Customer Support

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

Placer will use commercially reasonable efforts to provide customer service and technical support in connection with the Services on weekdays during the hours of 9:00 A.M. through 5:00 P.M. Pacific Time, with the exclusion of federal holidays. For any such support, Customer shall contact support@placer.ai.

7. Confidentiality.

Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Placer includes, without limitation, non-public information regarding features, functionalities and performance of, and pricing for, the Services. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted by the Agreement) or disclose to any third party any Proprietary Information. The foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, (b) was in the possession of or known to the Receiving Party, prior to disclosure thereof by the Disclosing Party, without any restrictions or confidentiality obligations, (c) was rightfully disclosed to it, without any restrictions or confidentiality obligations, by a third party, (d) was independently developed without use of any Proprietary Information of

the Disclosing Party, or (e) is required to be disclosed by law, provided that the Receiving Party provides the Disclosing Party with prompt written notice of such requirement and reasonably cooperates with the Disclosing Party to limit or challenge such requirement. These provisions regarding Proprietary Information shall apply in perpetuity and shall survive any termination of the Order Form or the Agreement.

8. Miscellaneous.

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 with venue and jurisdiction in the state courts sitting in DuPage County, Illinois."

Notices. All notices under the Order Form and the Agreement will be in writing and will be deemed to have been duly given (a) upon delivery by a recognized delivery service (e.g., FedEx) with delivery confirmation, (b) upon receipt, if sent by U.S. certified or registered mail, return receipt requested, or (c) when sent via email, if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient. Notices shall be sent to the addresses set forth in the Order Form, which addresses may be subsequently modified by written notice given in accordance with these provisions.

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

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

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: _____

Title: _____

Date: _____

“Placer”

Signature: _____

Name: _____

Title: _____

Date: _____