



**PLACER LABS, INC.**

**AMENDMENT TO ORDER FORM**

This Amendment to Order Form (this “**Amendment**”), dated and effective as of the last signature below (the “**Amendment Date**”), modifies the Order Form executed by City of Lodi (“**Customer**”) and Placer Labs, Inc. (“**Placer**”) on or about April 30, 2024 (together with any other prior amendments thereto, the “**Order Form**”). Unless otherwise defined, capitalized terms herein have the same meaning as in the Order Form. Placer and Customer agree to amend the Order Form as follows:

1. The Parties agree to an Additional Term commencing on April 30, 2026 (“**Commencement Date**”) and ending on April 29, 2027.
2. Starting on the Commencement Date, the following summary of the Services and Fees is added to the beginning of the Order Form and replaces any existing summary:

**Services and Fees.**

<b>Services Description</b>	<b>List Price</b>	<b>Discount</b>	<b>Total Fees</b>	<b>Services Description Detail</b>
Platform Access	\$26,250.00	\$3,750.00	\$22,500.00	Section 2
Chains Report Expanded	\$0.00	\$0.00	\$0.00	Section 2
Void Analysis	\$0.00	\$0.00	\$0.00	Section 2
Events	\$0.00	\$0.00	\$0.00	Section 2
Esri Basemaps	\$0.00	\$0.00	\$0.00	Section 2

<b>Total List Price</b>	<b>\$26,250.00</b>
<b>Total Discount</b>	<b>\$3,750.00</b>
<b>Subscription Fees Total</b>	<b>\$22,500.00</b>

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

3. Starting on the Commencement Date, the services listed in Exhibit A are added as Services in the applicable Services section of the Order Form.
4. Starting on the Commencement Date, the following scoping and additional usage limitations are hereby added to the applicable Permitted Uses Section of the Order Form as follows:



**PLACER LABS, INC.**

**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.
  - Access is limited to the following States: US-CA
5. Customer’s invoicing schedule for this Additional Term shall be as follows and replaces the current invoicing schedule, if any (for purposes of this Amendment, Effective Date means Commencement Date):

Placer will invoice Customer as follows for the Additional 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

6. **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.



**PLACER LABS, INC.**

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 44 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 those 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.
7. Except as modified by the terms of this Amendment, the Order Form shall remain in full force and effect. In the event of any conflict or inconsistency between any provision of this Amendment and any provision of the Order Form, the provisions of this Amendment shall govern and control.

*Signature Page to Follow*



# Placer.ai

PLACER LABS, INC.

City of Lodi
By:
Name: <i>Aaron M. Busch</i>
Title: <i>Interim City Manager</i>
Date:

Placer Labs, Inc.
By:
Name:
Title:
Date:

Approved as to Form:

JOHN M. LUEBBERKE  
Interim City Attorney



**PLACER LABS, INC.**

**Exhibit A**

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.