

**RESOLUTION 24-70**

**A RESOLUTION TO EXECUTE CONTRACT AGREEMENT FOR DATA ANALYTIC PLATFORM**

**WHEREAS**, the need for accurate and current data is needed to base city development decisions and provide guidance to businesses currently located in Spring Hill and those interested in establishing themselves here and

**WHEREAS**, the contracting of a data analytics software platform provider is necessary to support the expanding needs of a growing city: and

**WHEREAS**, an RFQ for said service provider was advertised. A committee was appointed to evaluate the requirements and select the best-qualified data platform and service support. The committee has made its recommendation for an award to PACER.ai.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Mayor and Alderman of the City of Spring Hill, Tennessee, that a 12-month service subscription contract agreement with PACER.ai be awarded for a \$40,000.00 spend, effective April 1, 2024.

**BE IT FURTHER RESOLVED** that this resolution take effect March 29<sup>th</sup>, 2024.

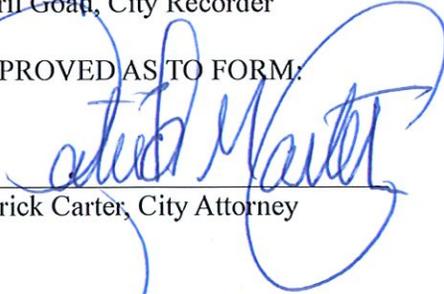
**Passed and adopted by the Board of Mayor and Alderman of The City of Spring Hill Tennessee, on the 18<sup>th</sup> day of March 2024.**

  
\_\_\_\_\_  
Jim Hagaman, Mayor

ATTEST

  
\_\_\_\_\_  
April Good, City Recorder

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Patrick Carter, City Attorney



**REQUEST:** *Approval of Procurement for Data Analytic Software Platform Provider*

**SUBMITTED BY:** Jim Hellier – Economic Engagement Manager

**DATE:** March 18, 2024

**RE:** To accept the award of a one-year subscription with PACIER.ai

**ATTACHMENTS:** Resolution

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**PURPOSE:**

The Economic Engagement and GIS Departments will utilize the PLACER.ai web-based data platform to support current resident businesses and attract prospective businesses. Data Analytics has proven to be a valued part of business decision-making. The city's investment in this tool will enhance the credibility of the City of Spring Hill and the people we serve.

**BACKGROUND:**

The City of Spring Hill has been evaluating competitive ways to respond to the demands of rapid growth and bring value to our community. The leadership and staff believe this tool will greatly support our effectiveness in preserving the success of our current businesses and attracting those we need to shape the diverse and desirable city we are building.

This software platform will provide metrics, demographics, and psychographics for residents, visitors, and those passing through Spring Hill.

The PACIER.ai data platform will arm the city with retail spending, foot traffic, and sales data that will validate and give staff and city leadership the best criteria for sound decision-making.

**FINANCIAL IMPACT:**

The total amount requested to activate PACIER.ai is \$40,000. This subscription is an annual cost that will be funded equally between the General Fund of Economic Engagement and Tourism.

**STAFF RECOMMENDATION:**

On March 11<sup>th</sup>, Pam Caskie, Kyle Wesley, Ismail Armad, and Jim Hellier of the Data Analytic Evaluation Committee interviewed three providers of the five submissions received. Two did not meet the requirements defined in the RFQ.

The committee unanimously agreed that PACIER.ai was the best-qualified provider. The competitive process was carried out in compliance with the city procurement process. The RFQ, PACIER.ai proposal and contract agreement are included in the package for BOMA consideration.

# **Request for Qualifications: Data Analytic Platform for The City of Spring Hill, TN**

## **Project Description**

The City of Spring Hill, Tennessee, seeks a data analytic platform for optimizing decision-making for the city. RFQ submissions for a data analytics platform will include necessary software and service support to review relevant community demographic and economic data, a SWOT analysis of our local economy, community visioning, and stakeholder group engagements to capture the vision of our residents, an assessment of our local economic climate, and the city's capacity for additional growth.

The data platform will be used to develop a comprehensive economic development strategy for the City of Spring Hill in 2024, and the city will manage the plan and data platform in the coming years.

## **Background**

Spring Hill is a rapidly growing city with a current population of over 60,000 citizens. With the increase in population and several large projects, more people now live in and visit Spring Hill. Five large mixed-use projects are underway: June Lake, Kedron Square, Port Royal, The Crossings and Harvest Point. They can be reviewed online for general background. Spring Hill is also evaluating how to best position its downtown to the overall benefit of the city.

## **Scope of Work**

- a. Provide a minimum of three (3) seats for the data platform proposed.
- b. Provide on-call help desk service Mon.-Fri. 8 am- 6 pm.
- c. Analyze consumer data, including frequency, validation, expenditure habits, and other patterns of behavior.
- d. Assist with site location data, including trends identified by site characteristics, site types, key performance indicators, and other quantitative findings.
- e. As required, provide standardized data for analysis and perform date verification to ensure the accuracy and completeness of the data provided.
- f. Assist with building and customizing dynamic reports and dashboards.
- g. Support cross-functional teams with predictive models to aid real estate, restaurants, healthcare, and others the city is working with.

## **Minimum Qualifications**

Only those firms that meet the following minimum qualifications will be considered for selection.

- a. Demonstrate proven ability and experience working with municipalities of similar size, rapid growth, and diversified population.
- b. Qualified representative that will work with The City of Spring Hill is expected to present in the Zoom/Team call.
- c. Examples of similar Tennessee work are preferred but not required.

## **Criteria for Evaluation**

- a. Accuracy of data and operational ease of use 25%
- b. Definition of how software training will be conducted 25%
- c. Prior relevant experience with projects of a similar size and complexity 25%
- d. The geographical and applicable value of data provided 25%

A Zoom/Team presentation will be scheduled with those who submit. The presentation should focus on the city and surrounding areas that identify present and future economic growth opportunities.

Qualification submittals should not include pricing.

All statements of qualification become the property of the City of Spring Hill upon submission. Preparing, submitting, and presenting a proposal is the sole expense of the Consultant. The City of Spring Hill reserves the right to reject any bids received as a result of this solicitation, to negotiate with any qualified source, to waive any formality and any technicalities, or to cancel the RFQ in part or its entirety if it is in the best interest of the City. This solicitation of RFQs does not obligate the City to award a contract.

The consultant team deemed most qualified to provide the required services will submit a Professional Services Agreement for the on-call services to the Board of Mayor and Aldermen for consideration.

### **1. Submittals**

The following minimum information shall be provided in the Statement of Qualifications.

#### Project Team

- Name of firm indicating contact person for the firm, including address, email, and telephone/fax information.
- List of the key staff member names, assignments and resumes, with a maximum of one page per staff member.
- Proof of professional license to practice in the State of Tennessee.

Understanding/Methodology/Approach

- Summary of design approach/methodology utilized to complete the project.

Relevant Project Experience

- Listing of a minimum of three (3) projects showing relevant experience with similar scope and magnitude completed by the firm within the last five (5) years, including reference contact information.

Statements of qualification must be received by **2:00 pm Central Time February 16, 2024**. The Statement of Qualification submittal shall not exceed a total of ten (10) pages in double-sided format or twenty (20) pages in single-sided format, excluding a cover letter that shall not exceed one (1) single-sided page table of contents, page dividers, and cover(s).

Statements of Qualification that do not adhere to these submittal requirements will be considered non-responsive. Proposals received after the deadline will not be accepted. Faxed or emailed proposals will not be accepted. **DO NOT INCLUDE PRICE INFORMATION IN YOUR STATEMENT OF QUALIFICATIONS.** Selection will be based on qualifications.

Three (3) original copies and one (1) digital/electronic (PDF) copy of the Statement of Qualifications shall be submitted in a sealed envelope to:

“Statement of Qualifications –  
 April Goad, City Recorder  
 199 Town Center Parkway (*if hand delivered or by courier or overnight service*)  
 P.O. Box 789 (*if delivered by regular mail*)  
 Spring Hill, TN 37174

Questions regarding the RFQ should be directed to Jim Hellier, Economic Engagement Manager, [jhellier@springhilltn.org](mailto:jhellier@springhilltn.org). The City will maintain a list of questions and answers on its website during the solicitation period. Questions will be accepted through **February 8, 2024** to ensure all parties have adequate time to review the answers. Proposals must be received and stamped in by USPS (using P.O. Box 789 for USPS) or delivered by courier to City Hall located at 199 Town Center Parkway, Spring Hill, Tennessee, 37174.

**2. Term of the contract**

The term of the contract will be for twelve (12) months from the date of award by the City’s BOMA. Multiple-year proposals will be considered. Once approved by the City’s BOMA, the selected Consultant must enter into a Vendor Services Agreement with the City and adhere to all

regulations stated in the RFQ. The selected Consultant may be required to attend City meetings after completion to assist with presentations and to answer any questions that may arise.

**3. Equal Employment Opportunity**

The City of Spring Hill, Tennessee, does not discriminate in administering its programs and activities. The Consultant awarded the contract for professional services for this project will be required to ensure that no person shall be denied employment or fair treatment or in any way discriminated against based on race, sex, religion, age, national origin, or disability.

**4. Compliance with Public Chapter 775 – TCA, Title 12, Chapter 4, Part 1**

In accordance with Tennessee Code Annotated, Title 12, Chapter 4, Part 1, the selected Consultant cannot be currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel.

**5. Tennessee Public Records Act**

Any and all documents submitted to the City of Spring Hill that are associated with this contract are subject to the Tennessee Public Records Act. Access to the record is governed by the Tennessee Public Records Act and the policies of the City of Spring Hill and the Office of Open Records Counsel.



Placer.ai



**RFQ - Data Analytic Platform**

February 16, 2024



The City of Springhill, Tennessee  
RFQ - Data Analytic Platform  
February 16, 2024

Dear Ms. Goad and the RFQ Review Committee,

This letter confirms that Placer.ai provides our customers with location data combined with market insights, a user-friendly interface, and customer support. To our knowledge, the following company and product features are available exclusively on the Placer platform, Placer API, and Placer data feeds.

### Distinguishing Company Features

1. **Proprietary panel, software development kit, and application partners** provide data generated from over 25 million monthly average users from which we develop statistically significant insights into any physical place.
2. **Proprietary AI and machine learning** account for panel biases and normalize data changes to technology and application sources. Our location collection logic governs the location collection sampling patterns and frequency to optimize accuracy.
3. **Machine learning** provides estimations on physical market activity across the U.S.
4. **Historic and near real-time data** from January 1, 2017 through within four days of the present day.

Note: Placer data is proprietary, and our team of over one hundred engineers is constantly improving and validating the accuracy of the location data and the market insights we provide.

### Client Base and Partners

Placer's diverse client base includes over 3,500 leading commercial real estate, brokerage, retail, finance, and consumer packaged goods companies, and more than 960 civic clients including state and local governments, economic development organizations, universities, airports, and destination marketing organizations.

### Privacy by Design

Placer is a privacy-first company. We do not collect user identifiers, we have never sold user-level data, and we intentionally built our business with underlying technology that doesn't rely on personally identifiable information. All data is fully anonymized. Visit our Trust Center <https://www.placer.ai/company/trust-center> for details about our commitment to privacy.

For any additional questions please contact:

Ian Ross  
Head of Civic  
ian.ross@placer.ai

Sincerely,

A handwritten signature in black ink that reads "Vernell Wisdom".

Vernell Wisdom  
Head of Contract Management  
Placer Labs, Inc.

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## Scope of Work

- a. Provide a minimum of three (3) seats for the data platform proposed.  
Access to Placer's Platform will be provided to all members of the City of Springhill, Tennessee's (City) organization. There is no limit to the number of seats available to your staff.
- b. Provide on-call help desk service Mon.-Fri. 8 am- 6 pm.  
For technical support, Placer's Support Team is available via email Monday-Friday, 9:00amPST-5pmPST, Federal Holidays excluded.

The City will receive a dedicated Customer Success Manager (CSM). Your CSM will offer training and strategic support for specific projects and business needs, and can be available to work with you as often as you prefer. For further information relating to CSM support, please reference letter (g) below.

Additionally, the City will have full access to Placer's Academy which includes instructional videos, how-to guides and project specific tutorials to assist with your training and project needs.

- c. Analyze consumer data, including frequency, validation, expenditure habits, and other patterns of behavior.  
Placer will reveal visitation metrics as well as demographics and psychographics of visitors to any location including. Placer will reveal frequently visited stores, retail chains, favorite brands and consumer preferences as well as expenditure habits. Placer will offer the City STI: Spending Patterns which allows the ability to analyze consumer spending to support sales estimates, site selection, revenue forecasting, marketing and more.
- d. Assist with site location data, including trends identified by site characteristics, site types, key performance indicators, and other quantitative findings.  
Placer's site selection data reveals the best locations for desired retail chains throughout the City. Staff will have the ability to identify demographics, cross shopping habits, and visitor preferences to determine best fit retailers, restaurants, hotels, grocery stores, apparel stores etc for any location in the city.
- e. As required, provide standardized data for analysis and perform date verification to ensure the accuracy and completeness of the data provided.  
Placer data is proprietary, and our team of over one hundred engineers is constantly improving and validating the accuracy of the location data and the market insights we provide. Placer performs backtesting to our data regularly to validate accuracy. We compare ("backtest") in our historical data to external public sources to determine and demonstrate our accuracy
- f. Assist with building and customizing dynamic reports and dashboards.  
A collection of custom reports is available to all users, and generated on demand. Some of the more popular reports for Civic clients include Retail Leakage, Pedestrian Heat Maps, Trip Origination by Market, Store Opening and Closing Impact, and Event Impact on Property. The City will receive automated monthly reports which deliver metrics about any POI.  
Your CSM and Solution Engineers are available to produce custom reports and data dashboards to support specific project goals. Data can also be delivered by API or CSV file if preferred.



- g. Support cross-functional teams with predictive models to aid real estate, restaurants, healthcare, and others the city is working with.

Placer's data is used by thousands of clients across commercial real estate, restaurant, retail and healthcare industries. The City will be able to create reports that include specific data sets typically used by those industry professionals, and share that data with them as part of your project efforts.

## Minimum Qualifications

- a. Demonstrate proven ability and experience working with municipalities of similar size, rapid growth, and diversified population.
  - a. City of Tehachapi, CA
    - i. Client utilizes Placer data in tandem with the Placer Customer Success Team to attract and retain retail tenants (including grocery, gas stations, QSRs and hotels) to their city by showing strong repeat customer visitation from a large regional trade area, and overlaying demographic data on that trade area to highlight their ideal potential customer. They also support local businesses with Placer data to assist in marketing efforts. As a result of their success working with Placer, the city was awarded the Kern County Innovation Award.
  - b. Charlotte Center City Partners
    - i. Client utilizes Placer data to attract new retailers and employers to their area by showing strong visitor trade area from a regional draw as well as strong return to office trends by employees of their area.
  - c. City of Fairfield, OH
    - i. Client utilizes Placer data in tandem with the Placer Customer Success Team to attract new restaurants to the city, specifically a steakhouse, by analyzing how many of their residents visit steakhouses in nearby communities to show the unmet demand, as well as highlighting strengths of their potential locations for a new restaurant including shopping center rankings, repeat visitation and strong regional trade areas.
- b. Qualified representative that will work with The City of Spring Hill is expected to present in the Zoom/Team call.

The Zoom/Team call will be attended by your Account Executive, a Customer Success Manager, and [Ian Ross, Placer's Head of Civic](#).
- c. Examples of similar Tennessee work are preferred but not required.
  - a. Town of Collierville, TN
    - i. Client utilizes Placer data in tandem with the Placer Customer Success Team to attract QSR restaurants and is looking at Retail Leakage to determine retail recruitment strategy.
    - ii. City of La Vergne, TN is looking at which restaurants and grocery stores will be best fit for planned development sites.
    - iii. Client utilizes Placer data in tandem with the Placer Customer Success Team to analyze a large mixed-use project in the city to identify and attract new QSR and grocers to the project, by highlighting the strength of the retail node's existing businesses and centers using rankings and trade area draw data.
  - b. Nashville Downtown Partnership
    - i. Client utilizes Placer data to work with local brokers in attracting retailers to the district by showing strong return to work trends of local employees, running void analyses to identify ideal businesses to attract, and highlighting the strength of tourism via large events they host such as the CMA Fest

Other Civic Customers in the State of Tennessee include, but are not limited to:  
*Wilson County, Shelby Farms Park, Memphis Tourism Corporation, Visit Knoxville, Athens County Convention and Visitors Bureau, City of Sweetwater, City of Memphis, White House Area Chamber of Commerce, Rhea Economic and Tourism Council, etc.*

## Statement of Qualifications

### Project Team

- Name of firm indicating contact person for the firm, including address, email, and telephone/fax information.  
Name of Firm: Placer Labs, Inc.  
Contact Name: Ian Ross  
Address: 440 N Barranca Ave., #1277 Covina, California 91723  
Email: [ian.ross@placer.ai](mailto:ian.ross@placer.ai)  
Telephone: 415-228-2444
- List of the key staff member names, assignments and resumes, with a maximum of one page per staff member.

Ian Ross - Head of Civic - <https://www.linkedin.com/in/ianwolferos/>

Tim Vida - Director of Customer Success - <https://www.linkedin.com/in/timothyvida/>

Cathryn Mahoney - Customer Success - <https://www.linkedin.com/in/cathryn-mahoney-55776aa3/>

Stephanie Schober - Senior Solutions Engineer - <https://www.linkedin.com/in/steph-schober/>

- Placer will provide their W-9 and/or Proof of professional license to practice in the State of Tennessee once selected.

### Understanding/Methodology/Approach

- Summary of design approach/methodology utilized to complete the project.  
Placer.ai provides a web-based location intelligence application (Platform) that instantly generates foot traffic insights into any location for a deeper understanding of the factors that drive success. Every user is able to access Placer data, generate insights, and export reports without the need for technical skills beyond what is used for a typical web browser or mapping application.

#### **Placer's Product Features**

- 1. Data for Visitors, Residents, Employees, and Passersby to any location in the United States.**
  - a. Visitor metrics including unique visitors, frequency of visits, dwell time.
  - b. "True Trade Area" reveals home and work location for visitors to any POI.
  - c. Daily visits, hourly visits, length of stay.
- 2. Unlimited Points of Interest**
  - a. Location data for every city, county, district, neighborhood, park, open space, campus, corridor, building, shopping center, public or private property, parking area, vacant land etc.
  - b. Location data for streets, roads, highways, transit locations, trails etc.
  - c. 'POI on the fly': Users may access, create, and save *unlimited* Points of Interest (POIs).
  - d. Millions of points of interest currently accessible to all users.
- 3. Visitor Journey**
  - a. Visitor origin markets by city, state, zip code and census block.



# Placer.ai

- b. Prior and Post locations for visitors to any POI.
  - c. Top visited national chains for visitors to any location.
  - d. Top visited local points of interest for visitors to any location.
  - e. Home zipcodes for visitors to any location
  - f. Cross visitation among POIs.
- 4. Visitor Demographics and Customer Segmentation.**
    - a. Demographics for visitors to any location.
    - b. Psychographic data for visitors to any location: behaviors, interests etc.
    - c. Spend habits: favorite brands, consumer expenditures, etc.
    - d. Social media habits: Web preferences, brand affinity, hashtags etc.
  - 5. Property Information**
    - a. Size, ownership, tax history.
  - 6. Sales Information**
    - a. Retail Sales currently available for grocery and select retail categories.
    - b. Sales forecasting performed with visitation and historic sales records.
  - 7. Area Analysis**
    - a. Traffic volume along every street, by direction and time of day.
    - b. Planned Development: pipeline of development projects in planning, construction and completed.
    - c. Event data: Visitation numbers for events including but not limited to expositions, festivals, concerts, community events, sports, conferences, performing arts etc.
    - d. Event attendee visits to nearby properties.
  - 8. Migration data** reveals change to population trends for any Zip Code, County, State, including change to population, change to income levels etc. Top migration origins and destinations.
  - 9. COVID Recovery:** Visitation trends for retail and tourism for every city, county, state for present day benchmarked against a similar period in 2019.
  - 10. Void Analysis:** reveal best fit retailer, hotel, or other development type for any location.
  - 11. Site Selection:** reveal best locations for desired retail chains.
  - 12. Heat Maps** reveal pedestrian activity movement and gathering.

## Placer's User Experience

### User-Friendly Web Based Application

Every user is able to access Placer data, generate insights, and export reports without the need for technical skills beyond what is used for a typical web browser or mapping application.

### Marketplace Applications, Integrations, and Services

Third party data, applications, and service providers enhance data with powerful insights about any location.

1. Applications to reveal demographics, psychographics, spend habits, and social/web preferences.
2. Integrations for data feed, storage, and analysis.
3. Partner Service Providers assist clients to operationalize data as part of business development efforts.

### Custom Reports

1. A collection of custom reports is available to all users, and generated on demand. Some of the more popular reports for Civic clients include Retail Leakage, Pedestrian Heat Maps, Trip Origination by Market, Store Opening and Closing Impact, and Event Impact on Property.
2. Automated Monthly Reports deliver metrics about any POI.
3. Unlimited exports. Unlimited exports to PDF, CSV, JPEG, SHP and KMZ in Excel, KML, Tableau, Slides, pdf and other formats for integrations, sharing, and use in business efforts.
4. API and Data Feed are available for an additional fee in addition to access to the Placer Platform.

### Customer Support

#### 1. Customer Support

Every client can be partnered with a Customer Success Manager (CSM) to receive training and strategic support for specific projects and business needs. CSMs help clients produce reports, advise on best practices, and make introductions to Solutions Engineers for more complex project needs.

#### 2. Solution Engineers

Clients can work with Solution Engineers to explore trends, reveal insights, and build custom solutions to solve complex business needs. Our engineers can work independently to produce slide presentations that clients can then use for their internal presentations with their team, council, board, and stakeholders.

Placer is a privacy-first company. We do not collect user identifiers, we have never sold user-level data, and we intentionally built our business with underlying technology that doesn't rely on personally identifiable information. All data is fully anonymized. Our Trust Center located at <https://www.placer.ai/company/trust-center/> further details our commitment to privacy.

### Relevant Project Experience

- Listing of a minimum of three (3) projects showing relevant experience with similar scope and magnitude completed by the firm within the last five (5) years, including reference contact information.
  - Nashville Downtown Partnership
    - Crissy Cassetty, Director of Economic Development
    - [ccassetty@nashvilledowntown.com](mailto:ccassetty@nashvilledowntown.com)
  - The Magnificent Mile Association
    - Denise Chudy, Director of Marketing and Communications
    - [dchudy@themagnificentmile.com](mailto:dchudy@themagnificentmile.com)
  - City of Tehachapi, CA
    - Corey Costelloe, Assistant City Manager
    - [ccostelloe@tehachapicityhall.com](mailto:ccostelloe@tehachapicityhall.com)



## **Statement of Good Faith**

Placer provides a data license through its software as a service platform. If selected to negotiate a contract, we look forward to discussing all terms and conditions in good faith with the City before signing any final agreement.



PLACER LABS, INC.

**ORDER FORM**

City of Spring Hill, Tennessee	("Customer")	Placer Labs, Inc.	("Placer")
Address:	199 Town Center Parkway	Address:	440 N Barranca Ave., #1277
	P.O. Box 789		Covina, CA 91723
	Spring Hill, TN 37174		

Contact Person:	Jim Hellier	Contact Person	Chris Harder
Email:	<a href="mailto:jhellier@springfieldtn.org">jhellier@springfieldtn.org</a>	Billing Contact Person:	Jason Tsui
Phone:	931-451-0652	Billing Email*:	<a href="mailto:billing@placer.ai">billing@placer.ai</a>
Billing Contact Email:	<a href="mailto:jhellier@springhilltn.org">jhellier@springhilltn.org</a>	Billing Phone*:	415-228-2444 ext 806

\*Not for use for official notices.

**1. Services.**

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

- Retail Sales Report showing retail sales estimates at properties and chains across the US
  - Retail Sales Report
  - SLA:
    - Delivery frequency: Daily
    - Data starting January 1, 2018
  - Coverage includes a variety of categories across restaurant and retail. A current coverage list is available from your Placer representative. Additional coverage may become available during the subscription period
- 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 65 credits; Annual Maximum of 260 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
<b>STI Demographics Bundle</b>	PopStats
	Spending Patterns
	Workplace
	Market Outlook
<b>Experian Mosaic</b>	Mosaic Segmentation
<b>AGS CrimeRisk</b>	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.

## 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:** 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 thirty (30) days prior to the expiration of the then-current term.

**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.

## 4. Fees.

\$39,500/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 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). The amount of such annual increase will equal the greater of CPI or five percent (5%) per annum.

In the event of any termination, Customer will pay in full for the Services.

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.**

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.

#### **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.

**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.

Customer grants Placer the right to use Customer’s company name and company logo, for Placer’s promotional purposes.

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 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”**

City of Spring Hill, Tennessee
By: 
Name: Jim Hagaman
Title: Mayor
Date: 3/19/2024

**“Placer”**

Placer Labs, Inc.
By: 
Name: Vernell Wisdom
Title: Head of Contract Management
Date: 3/19/2024