

Renewal Order Form

Prepared For: Fresno Council of Governments

Prepared On: March 20th, 2026

Renewal Date: July 1st, 2026

Prepared By: Jack Jowers

Email, Phone: jack@replicahq.com, 385-331-6797

Replica x Fresno Council of Governments

The following outlines Fresno Council of Government's pricing for continued access to Replica for 12 months.

Data Access	Replica Places + Replica Core Data
Application Access	Core Applications (Replica Studio, AADT + Speeds Network Explorer, Gate OD Analysis, Network VMT Calculator, OD Flow Explorer, Transit Demand and Equity Scores)
Agency Access & User License	<ul style="list-style-type: none">• Unlimited Access for Fresno Council of Government employees• Access for partnering consultants engaged in support of Fresno Council of Government's work
Data Downloads	Unlimited Data Downloads
Training & Support	<ul style="list-style-type: none">• Dedicated Customer Success Manager• Onboarding Sessions, Live Webinars & Self-Guided Product Tours• Video Tutorials & Help Center• In-App Chat with Product Specialists• Phone & Email Support• Regular Product Updates via Newsletter

Pricing Schedule	
Term	12
Total Price	\$55,600
Annual Price	\$55,600/yr
Onboarding and Support	\$0

Terms & Conditions	
Term	12
Subscription Start Date	2026-07-01
Subscription End Date	2027-06-30
Billing Frequency	Annual
Conditions	If this Order Form is executed and/or returned to REPLICA by Customer after the Subscription Start Date above, REPLICA may adjust the Subscription Start Date and End Date, without increasing the Total Price, based on the date REPLICA activates the products and provided that the total term length does not change.

Billing Info (completed by customer)	
Organization Name*	Fresno Council of Governments
Billing Address*	2035 Tulare St # 201, Fresno, CA 93721
Billing Contact Name*	Robert Phipps
Billing Contact Email*	robert@fresnocog.org
Billing Contact Phone*	559-233-4148 ext. 210
Invoice Delivery Method	Standard method is email
Preferred Payment Method*	Check
Billing Frequency	Annual
General Notes	Payment Date is the Subscription Start Date with NET 30 Payment Term. Invoice will be sent 2 weeks prior to the Payment Date and payment is due within 30 calendar days of the Payment Date.

Signatures			
Replica Inc.		Fresno Council of Governments	
Name	Nick Bowden	Name	Robert Phipps
Date		Date	
Signature		Signature	

This Master Order is issued under the Platform Subscription Agreement (“PSA”) executed by the parties on the Effective Date, as defined in the PSA. The PSA’s defined terms apply to this Master Order unless this Order expressly states otherwise. The terms in the PSA will take precedence over conflicting terms in this Master Order or an Expansion Order unless the parties expressly agree otherwise in the Master Order. All

Platform Subscription Agreement

This Platform Subscription Agreement (this “PSA”) is made as of the Subscription Start Date listed on the Order Form (“Effective Date”) by and between Replica Inc., a Delaware corporation, with its principal offices located at 3610 W 95th Street, Leawood, KS 66206 (“Replica”) and Customer, as defined on the Order (“Customer”).

1. Definitions.

- 1.1. “Agreement” means, collectively, this PSA, the Data Protection Addendum attached hereto as Exhibit A, and all Orders issued under this PSA.
- 1.2. “Customer Data” means all data (including User data) uploaded or imported to the Replica Platform by Customer in connection with Customer’s use of the Replica Platform or Services.
- 1.3. “Custom Geo” means regional shape files uploaded by Customer to the Replica Platform and either (i) shared publicly with Replica users or (ii) used privately in Customer’s workflows, in each case as Customer selects in its account settings.
- 1.4. “Ground Truth” means publically available government or public agency data uploaded by Customer to the Replica Platform in connection with Customer’s use of the Services.
- 1.5. “Order” means a fully signed Order for Subscription to the Replica Platform and Services attached to this PSA, and any Expansion Orders in a format similar to Exhibit B (Expansion Order Template) which reference the Order and this PSA. For clarity, the Order and any Expansion Orders are referred to collectively as “Orders” in this PSA.
- 1.6. “Services” means those services set forth in the Order.
- 1.7. “Subscription” means access to and use of the Replica Platform and Services as set forth in an applicable Order.
- 1.8. “Subscription Fee” means the fee for the Subscription set forth in the Order.
- 1.9. “User” means the individual or individuals (e.g., an employee or named consultant contractor of Customer) designated by Customer and permitted to access the Services as set forth in the Order.
- 1.10. “Replica Data” means content, information, models, reports, documents, documents or other materials provided or made accessible to Customer for download or export from the Replica Platform.
- 1.11. “Replica Platform” means the software as a service, cloud, or other hosted software services provided or specified under this Agreement, including all of Replica’s software, APIs, documentation and other systems necessary for Customer’s access and use of the Services.

2. Subscription and Services. During the term of this Agreement and subject to the terms and conditions contained herein, Replica grants Customer a limited, non-exclusive, non-transferable, non-sublicensable, worldwide, royalty-free, fully paid-up, license to access and use the Replica Platform and Services as set forth in an applicable Order. The Subscription includes the Services set forth in the Order and the technical support set forth in Section 2.3.

- 2.1. Permitted Use of Services. Users may access and use the Services in accordance with Article 4. Customer may use the Services for thought leadership publications, marketing materials, and client proposals (collectively, “Internal Use”), provided that Customer provides attribution to Replica in accordance with Subsection 4.5 and 4.6. Customer may share data obtained from the Services with consultants, contractors, and partners in accordance with Section 4.3. Customer may only use Replica Data obtained from the Services for Internal Use or uses otherwise specified in an applicable Order.
- 2.2. Changes to Services. From time to time, Replica may modify the Services and data specifications by giving thirty (30) days’ prior written notice to Customer, provided, however, that in the event such modifications materially reduce the functionality of the Services or conflict or affect the purpose of Customer’s use of the Services, Customer may, within five (5) days of receipt of such notice, elect to terminate Customer’s subscription to the Services.
- 2.3. Technical Support. Subject to the terms hereof, Replica will provide Customer with reasonable technical support services in accordance with Replica’s standard practice and as may be further specified in an applicable order form.

3. Fees; Payment Terms; Taxes.



- 3.1. *Subscription Fee.* Replica will charge Customer the Subscription Fee set forth in the Order. Payment of the Subscription Fee will be made in accordance with the Payment Instructions in the Order.
- 3.2. *Delinquent Payment.* 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 and may result in immediate termination of the Services.
- 3.3. *Taxes.* All charges will be exclusive of any taxes and Customer shall be financially responsible for all sales or services taxes that are assessed on its Services.

4. Limitations on the Use of Subscription and Services.

- 4.1. *Registration for Services.* To access the Replica Platform, Customer must identify an administrative username and password for Customer's Replica account. Replica reserves the right to refuse registration of, or cancel passwords it reasonably deems inappropriate.
- 4.2. *User Limitations.* Users are those persons specifically designated in the Order to access the Services. Users shall be limited to those who are acting on behalf of Customer, including employees.
- 4.3. *Access to Contractors, Consultants, and Partners.* Customer's contractors, consultants, and partners are prohibited from accessing the Services. Customer may share data obtained from the Services with contractors, consultants, or partners, provided that such parties comply with the terms of this Agreement, and that Customer will remain liable to Replica under this Agreement for the acts and omissions of such parties. .
- 4.4. *Limitations on Use of Services.* Customer shall only use the Services for the uses specified in an Order and shall not sell or distribute any of the Services, Replica Data or any other data obtained from use of the Services without the express authorization of Replica.
- 4.5. *Attribution.* Customer shall include as a part of any documentation, marketing materials or other product utilizing the Services, a clear reference denoting Replica has supplied information used in such materials such as "powered by Replica" with Replica's current logo.
- 4.6. *Modification of False Representation of Data.* Customer shall not modify or falsely represent data obtained from the Services and still claim the source of the data is Replica
- 4.7. *Limitations on Access.* Customer shall not: (a) copy, decompile, or reverse engineer any portion of the Services; (b) use the Services to provide third party processing services to other parties, commercial timesharing, rental or sharing arrangements, or on a "service bureau" basis; (c) remove any Replica titles, trademark symbols, copyright symbols and restrictive legends; (d) bypass or disable any protections that may be put in place to provide security for the Services or to protect against unlicensed use of the Services; (e) use any of the Services to store, transmit or produce infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (f) introduce into the Services, or use the Services to transmit, viruses, Trojan horses and other harmful or malicious code; or (g) interfere with or disrupt the integrity or performance of the Replica Platform, Services or third-party data contained therein.
- 4.8. *Reasonable Precautions.* Customer shall implement, and shall take measures to maintain, reasonable and appropriate administrative, technical, and physical security safeguards designed to: (a) ensure compliance with this Agreement; (b) protect against anticipated threats or hazards to the security or integrity of the Replica Data or the Services; and, (c) protect against unauthorized access or use of the Replica Data or the Services. Although Replica has no obligation to monitor Customer's use of the Services, Replica may do so and may prohibit any use of the Replica Platform or Services it reasonably believes may be (or alleged to be) in violation of the terms of this Agreement.

5. Proprietary Rights; Confidentiality.

- 5.1. **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"). Proprietary Information of Replica includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (a) to take reasonable precautions to protect such Proprietary Information, and (b) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing

Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law, including any order to comply with any law, order, regulation or ruling applicable to such Receiving Party or as may be required or appropriate in any report, statement or testimony requested by, or submitted to, any municipal, state, federal or foreign regulatory body having or claiming to have jurisdiction over such Receiving Party.

- 5.2. **Replica's Proprietary Information.** Where Customer is a public entity subject to public disclosure requirements, Customer acknowledges that the Services and data obtained via the Services contains Replica's proprietary information and trade secrets and such information may be exempt from public disclosure requirements.
- 5.3. **Proprietary Rights.** Replica shall own and retain all right, title and interest in and to the Replica Data, the Services, all improvements, enhancements or modifications thereto and all intellectual property rights related to any of the foregoing.
- 5.4. **Collecting and Analyzing Data.** Notwithstanding anything to the contrary, Replica shall have the right collect and analyze data and other information relating to the provision, use and performance of various aspects of the Replica Platform and Services and related systems and technologies (including, without limitation, information uploaded to the Replica Platform (and data derived therefrom), and Replica will be free (during and after the term hereof) to (a) use such information and Customer Data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Replica offerings, and (b) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein. In the event Customer elects to upload Ground Truth data or make any Custom Geo data publically available, Customer grants Replica an perpetual, non-exclusive, worldwide, royalty-free, fully paid-up, license to publicly display and use such data in connection with the Replica Platform and for Replica's commercial purposes.
- 5.5. **No Personally Identifiable Information.** Customer acknowledges that Replica does not wish to receive any personally identifiable information from Customer that is not necessary for Replica to perform its obligations under this Agreement, and, unless the parties specifically agree otherwise, Replica may reasonably presume that any data uploaded by Customer to the Replica Platform does not include personally identifiable information.

6. Representations and Warranties.

- 6.1. **Mutual.** Each Party represents and warrants (a) that it has full power and authority to enter into and fulfill its obligations under this Agreement and (b) that it will comply with all applicable laws and regulations with respect to the provision of the Services, in the case of Replica, and the acquisition and use of the Services, in the case of Customer.
- 6.2. **Customer.** Customer represents and warrants that: (a) it will not use the Services to determine or attempt to determine the identity of any individual person, household, business or other entity, and (b) it has and will retain all rights in and to the Customer Data necessary for the use of the Customer Data in connection with Services.
- 6.3. **Replica.** Replica shall use commercially reasonable efforts to maintain the Services. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Replica or by third-party providers, or because of other causes beyond Replica's reasonable control. EXCEPT AS PROVIDED AND SET FORTH IN THIS AGREEMENT, REPLICA DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS ARTICLE, THE SERVICES ARE PROVIDED "AS IS" AND REPLICA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. Indemnification; Limitation of Liability.

7.1. Indemnification.

- 7.1.1. **Indemnification by Replica.** Replica will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party (i) alleging that the Services infringe or misappropriate such third party's intellectual property rights, (ii) arising from Replica's gross negligence or willful misconduct, or (iii) arising from a breach of Replica's representations and warranties (each a "Claim Against Customer"), and will indemnify Customer from damages, attorney fees and costs finally awarded against Customer as a result of, or for amounts

paid by Customer under a settlement approved by Replica in writing of, a Claim Against Customer, provided Customer (a) promptly gives Replica written notice of the Claim Against Customer, (b) gives Replica sole control of the defense and settlement of the Claim Against Customer, and (c) provides Replica all reasonable assistance in defense of the Claim Against Customer. If Replica receives information about an infringement or misappropriation claim related to a Services, Replica may in its discretion and at no cost to Customer (i) modify the Services so that they are no longer claimed to infringe or misappropriate, (ii) obtain a license for Customer's continued use of that Service in accordance with this Agreement, or (iii) terminate Customer's Subscriptions for that Service upon 30 days' written notice and refund Customer any prepaid fees covering the remainder of the term of the terminated Subscriptions. The above defense and indemnification obligations do not apply if (1) the allegation does not state with specificity that the Services are the basis of the Claim Against Customer; (2) a Claim Against Customer arises from the use or combination of the Services or any part thereof with the Customer Data or any software, hardware, data, or processes not provided by Replica, if the Services or use thereof would not infringe without such combination; (3) a Claim Against Customer arises from Services under an Order for which there is no charge; or (4) a Claim against Customer arises from Customer's breach of this Agreement.

7.1.2. Indemnification by Customer. Customer will defend Replica against any claim, demand, suit or proceeding made or brought against Replica by a third party arising from (i) Customer's gross negligence or willful misconduct, or (iii) Customer's breach of any representation, warranty or use restriction contained in this Agreement, (each a "Claim Against Replica"), and will indemnify Replica from any damages, attorney fees and costs finally awarded against Replica as a result of, or for any amounts paid by Replica under a settlement approved by Customer in writing of, a Claim Against Replica, provided Replica (a) promptly gives Customer written notice of the Claim Against Replica, (b) gives Customer sole control of the defense and settlement of the Claim Against Replica (except that Customer may not settle any Claim Against Replica unless it unconditionally releases Replica of all liability), and (c) provides Customer all reasonable assistance in defense of the Claim Against Replica. The above defense and indemnification obligations do not apply if a Claim Against Replica arises from Replica's breach of this Agreement.

7.2. Limitation of Liability. EXCEPT FOR LIABILITIES ARISING FROM ANY BREACH OF CONFIDENTIALITY OR RELATED TO INDEMNITY OBLIGATIONS TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT, OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS; OR (B) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO REPLICA FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

1. Term and Termination.

- 1.1. **Term.** This PSA is effective as of the date last signed below and shall continue in full force until terminated.
- 1.2. **Termination.** In addition to any other remedies it may have, either party may terminate this PSA upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services provided in accordance with this Agreement up to and including the last day on which the Services are provided under any outstanding Orders. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, indemnification, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.
- 1.3. **Effect on Orders.** Termination of this PSA terminates all outstanding Orders and all non-perpetual licenses granted under this Agreement. For the avoidance of doubt, individual Orders may be terminated in accordance with the terms thereof, without having the effect of terminating the Agreement.

2. Miscellaneous.

- 2.1. *If there is any conflict, discrepancy, or inconsistency between the terms of this PSA and any Order or any other form used by the parties, the terms of this PSA will control unless expressly stated otherwise in a fully executed Order.*
- 2.2. *If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.*
- 2.3. *Neither party to this Agreement may transfer and assign any of its rights and obligations under this Agreement without the other party's consent.*
- 2.4. *This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and any waiver or modifications hereto must be in a writing signed by both parties. The headings in this Agreement are inserted for convenience of reference only, and are not intended to be a part of, or to affect the meaning or interpretation of, this Agreement.*
- 2.5. *No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Replica in any respect whatsoever.*
- 2.6. *All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested..*
- 2.7. *This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions; provided, however, if the Customer is a government agency, then the State laws of the jurisdiction in which such entity is located shall apply.*
- 2.8. *This Agreement may be signed in one or more counterparts, each of which will be considered an original, but all of which together form one and the same instrument.*
- 2.9. *Each person signing this Agreement represents and warrants that they are authorized and have the capacity to execute this Agreement.*
- 2.10. *Pursuant to the Electronic Signatures in Global and National Commerce Act and the Uniform Electronic Transaction Act, both parties agree to accept an electronic signature as a valid replacement of an ink and paper signature for this Agreement.*

[signatures to the PSA are found on the Order Form attached to this original PSA]

Exhibit A
DATA PROTECTION ADDENDUM

This Data Protection Addendum (this “Addendum”) forms part of the Platform Subscription Agreement the Professional Services Agreement (“PSA”) and any and all Orders issued thereunder.

Replica and Customer agree as follows:

1. Definitions.

- 1.1. “De-Identified Data” means data (1) that contains no Personal Data and (2) cannot be associated with, or linked, directly or indirectly, with an identifiable individual, household, or device.
- 1.2. “Personal Data” means any information relating to an identified or identifiable natural person, household, or business; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- 1.3. “Sensitive Data” means Personal Data that reveals any of the following of a data subject: (a) social security, driver’s license, state identification card, or passport number; (b) precise geolocation; (c) racial or ethnic origin, religious or philosophical beliefs; (d) union membership; (e) political opinions; (f) genetic data; (g) biometric information; (h) health or medical information, including health insurance information; and (i) sex life or sexual orientation.
- 1.4. “Services” means the services provided by Replica to Customer as set forth in the Main Agreement.

2. Privacy First Principles. In its provision of Services to Customer, Replica provides, discloses, or otherwise makes available only De-Identified Data to Customer. Replica represents and warrants that each of the following is true:

- 2.1. Replica employs appropriate techniques to ensure it only provides De-Identified Data to Customer, including differential privacy as appropriate.
- 2.2. If Replica generates synthetic data as part of the Services, Replica shall use only De-Identified Data to train its synthetic data generation models.
- 2.3. Replica segregates Sensitive Data from other Personal Data maintained by the Replica. Replica will not combine Sensitive Data fields from more than one data source.
- 2.4. Replica makes no effort to re-identify individuals in source data it obtains to provide the Services;
- 2.5. Replica contractually prohibits licensees and other recipients of De-Identified Data from taking any steps to re-identify the data; and
- 2.6. Except for service providers that are under a contractual obligation to use Personal Data from the Replica solely to provide services for the Replica and in accordance with the Replica’s Privacy Policy, Replica prohibits recipients of its data from accessing any source data and otherwise does not enable recipients of its data from accessing source data.

3. No Re-identification. Customer represents and warrants that: (a) it does not have the right nor the ability to use the Services to determine the identity of any individual person, household, business or other entity; (b) it shall make no attempt to re-identify the De-Identified Data provided by Replica through the Services; and (c) it will not knowingly accept any information from any third party that enables re-identification of the De-Identified Data obtained from Replica.

**Exhibit B to the Platform Subscription Agreement
Expansion Order Form Template**

Expansion Order Form

Prepared For:
Prepared On:
Prepared By:
Email, Phone:

This Expansion Order is issued in connection with the Master Order and the Platform Subscription Agreement executed by the parties on {INSERT PSA EFFECTIVE DATE} (collectively the "Agreement") which is incorporated herein by reference. The Agreement's defined terms apply to this Expansion Order unless this Expansion Order expressly states otherwise. All references to Services contained herein are restricted to the Services contained in this Expansion Order and not under the Master Order or any other Expansion Orders executed by the parties. The terms in the PSA will take precedence over conflicting terms in this Expansion Order unless the parties expressly agree otherwise.

Customer Information	
Customer Name	
Point of Contact Name	
Point of Contact Email	
Point of Contact Phone	

Software Inclusions & Usage Limits
<p>The following will be added to your existing subscription:</p> <ul style="list-style-type: none">•
<p>Agency Access The following agencies can access the subscription</p> <ul style="list-style-type: none">••



Terms & Conditions	
Term of the Order	
Subscription Start Date	
Subscription End Date	
Billing Frequency	
Conditions	

Pricing Schedule	
Description	Total Annual Price
Total Price	

