

# Renewal Order Form

**Prepared For:** Fresno Council of Governments (Fresno COG)

**Prepared On:** 05/16/2024

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## Software Inclusions & Usage Limits

### Products

- Places
- Trends

### Support

- In-App Chat
- Email Support
- Help Center, including FAQ and methodology documentation

### Training

- Product tours
- Video tutorials
- Weekly newsletters
- Bimonthly webinars

### Services

- Dedicated Customer Success Manager
- Onboarding workshops
- Custom use cases and exercises
- Product insights
- User utility reports

### Usage Definitions & Limits

- Access given within 1 business date of execution of this order form
- Unlimited Downloads
- Unlimited User Licenses

### Agency Access

The following agencies can access the subscription:

- Fresno COG

## Pricing Schedule

Description	Total Annual Price
<b>Nationwide Access</b>	\$48,000
<b>Continued Onboarding, Support, Training</b>	\$0
<b>Optimization</b> <i>Covers inflation and the continuous improvements Replica invests in across various components like security, new features and functionality, and compute costs.</i>	<del>10% of ACV</del> \$0
<b>Total Annual Price</b>	\$48,000

### Final Price

<b>Term (months)</b>	<b>24</b>
<b>Total Price</b>	<b>\$ 96,000</b>

### Terms & Conditions

<b>Subscription Start Date</b>	June 20, 2024
<b>Subscription End Date</b>	June 19, 2026
<b>Billing Frequency</b>	Semi-annual (Year 1), Annual (Year 2)
<b>Invoicing</b>	Invoiced semi-annually year 1, invoiced annually year 2. Net 30 payment terms, payment due within 30 days of invoice date.

### Signatures

	<b>REPLICA INC.</b>		<b>Fresno Council of Governments (Fresno COG)</b>
<b>Name</b>		<b>Name</b>	
<b>Date</b>		<b>Date</b>	
<b>Signature</b>		<b>Signature</b>	

This 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 Order unless this Order expressly states otherwise. The terms in the PSA will take precedence over conflicting terms in this Order or an Expansion Order unless the parties expressly agree otherwise in the Order. All references to Services contained herein are restricted to the Services this Order and any other Expansion Orders executed by the parties.

