



Innovative eProcurement Solutions

13263 Ventura Blvd., Suite 101 • Studio City, CA 91604 • (818) 992-1771

PB System™

PLANETBIDS' SERVICES AGREEMENT

***What is PlanetBids.** PlanetBids provides a sustainable off-the-shelf modular suite of web-based eProcurement solutions to centralize, automate and manage the complete bidding process for goods and services. All of the solutions are interconnected, comprehensive and streamlined to help fulfill operational tasks in a timely manner, increase productivity and significantly reduce an organization's overall spend. Additional details and end User terms can be found at www.planetbids.com.*

This SERVICES AGREEMENT ("Agreement"), which describes the terms and conditions applicable to use of the PlanetBids Online Support Services, is made and entered as of the Service Period defined below, by and between PLANETBIDS, LLC, a Delaware Limited Liability Company ("PlanetBids") and the following customer ("Customer") as described below:

Customer Name: City of Temecula, CA

Street Address: 41000 Main Street

City, State ZIP: Temecula, CA 92589

Department: Purchasing

Principal Contact: Tina Rivera

Title: Purchasing Administrator

Phone & Email: 951.240.4207; tina.rivera@temeculaca.gov

Method of Payment: Net 30 days

Initial Service Period: 4/1/2026-3/31/2029

THEREFORE, PlanetBids and the Customer agree as follows:

PlanetBids Services. Upon acceptance of this Agreement, PlanetBids shall provide the following Services to Customer, subject to the terms and conditions of this Agreement and as more specifically described in Exhibit "A".

- a. "Services" shall include one or more of the following PlanetBids PB System™ modules or features if, and only if, listed in Exhibit "A". Customer shall not have access or use of any modules or features not listed in Exhibit "A".
- b. PlanetBids will market on behalf of Customer to drive Vendor engagement to participate in Customer's projects/bids as outlined in Exhibit "A".
- c. The Services shall at all times comply with all applicable local, State and federal laws, statutes, standards, policies, and regulations including, but not limited to, the Americans with Disabilities Act, the Stored Communications Act, 18 U.S.C. Sections 2701 through 2712, Civil Code Sections 1798.80 through 1798.84, the California Consumer Privacy Act, and the California Privacy Rights Act, Civil Code Section 1798.100, et seq.

Fees and Payments.

Fees. Customer agrees to pay PlanetBids set up and services fees as set forth in Exhibit "B" hereto.

- a. **Additional Services; Fees.** If requested by Customer, PlanetBids will provide any or all of the following additional services at the fees set forth in Exhibit "B":
 1. Customization work in addition to standard setup shall be contracted in the following manner and at PlanetBids' current standard rates: (a) Customer shall submit a written request describing the proposed project; (b) PlanetBids conduct a feasibility and assessment of the project and the work required, (c) if the project is technically feasible, PlanetBids will submit to Customer a written estimate setting forth the price, estimated schedule and any conditions of the project. PlanetBids shall not proceed until approval is received in writing from Customer.
 2. Training to Customer's designated users, in addition to that provided pursuant to Section 2(a)(1), is available at rates set in Exhibit "B".
 3. Customer may, during the term of this Agreement, access and retrieve data in comma delimited format and documents, at no cost. Additional Services related to the retrieval or restoration of any of Customer's data from such back-up files are available, if necessary, at rates set forth in Exhibit "B".
- b. **Purchase Orders/Billing.** Purchase orders, billing or any related matters must be emailed to billing@planetbids.com or mailed to the following address:

PlanetBids, LLC
13263 Ventura Blvd., Suite 101
Studio City, CA 91604
Attn: Finance or other address as specified by Company

- c. **Payment Terms.** Net 30, Please remit the full amount within 30 days from the date of this invoice.
- d. **Tax.** It shall be the responsibility of Customer to collect and pay any taxes, duties, imports, or tariffs that are applicable to sales via the Services.
- e. **Credit Cards:** 3% credit card fee will be applied to all transactions made through a credit card.
- f. **Late Fees:** If Customer is overdue on any payment and fails to pay within specified payment term, then PlanetBids may assess, and Customer agrees to pay a late fee of either 1.5% per month, or the maximum amount allowable by applicable law, whichever is less.
- g. **Insurance:** Insurance verification is provided for no cost, to be added as an “additional insured” is an additional fee as defined in Exhibit “B”.

Discount Service Agreement Extension: Upon completion of the Initial Term and each Renewal Term (as hereinafter defined), the Term of this Agreement will automatically extend for an additional two-year period (each a "Renewal Term"), except as otherwise set forth herein. This contract extension provision will continue to extend the Agreement by two (2) additional years at the end of the Initial Term and each Renewal Term. **Either party may cancel this renewal provision by submitting written notice to the other no less than 60 days prior to the end of the Initial Term or then-current Renewal Term.** In the event the Agreement is extended:

- a. Company will extend all software licenses in relation to the Services
- b. Company will maintain all Customer data in relation to the Services
- c. Company will extend all User codes per the terms and conditions of the Services
- d. Company will carry forward all vendor data into new Services term
- e. Company will invoice Customer and Customer agrees to pay invoice per the terms of this Agreement.

No Guarantee. PlanetBids does not guarantee use of the Services will produce any quotes, business opportunities or other information helpful to the business of Customer, nor does it guarantee that any contact provided will be adequate or best suited for any transaction.

Permitted Use. Customer shall not use, or permit any employee, consultant or other third party to use, the Services or any content or information accessible through the Services with any other e-procurement product or service including, but not limited to, use of the PB System's vendor and contractor database to distribute requests for bids through a third-party product or service.

Third Party Codes. If Customer uses standard identification codes, PlanetBids shall have the right to request for inspection an original copy of such codes and any necessary authorizations for use. If such identification codes are proprietary codes of third parties, such as NIGP, SIC or CSI, or any other third-party identification codes, it shall be the responsibility of Customer to obtain the necessary licenses and Customer indemnifies and holds harmless

PlanetBids from the unauthorized use or publication of any such identification codes with respect to the Services.

Tax. It shall be the responsibility of Customer to collect and pay any taxes, duties, imposts, or tariffs that are applicable to sales via the Services.

Data. For its own internal retrieval and restoration purposes, PlanetBids will record and maintain for a limited time a back-up of all data appearing on Customer's website on a daily basis. The standard duration of such data retained will be for a minimum of 7 years upon contract termination and determined by PlanetBids in its sole discretion thereafter. In the event PlanetBids finds it necessary to purge Customer's data file prior to the standard 7 years, Customer's data will be transmitted to Customer for Customer's record keeping purposes.

Intellectual Property Rights. PlanetBids retains all right, title, and interest in and to any and all intellectual property, including but not limited to inventions, processes, software, designs, and materials, developed or owned by PlanetBids prior to or independently of this Agreement ("PlanetBids IP"). Nothing in this Agreement shall be construed as transferring any ownership rights in PlanetBids IP to the Customer. The Customer shall receive only a limited, non-exclusive, non-transferable license to use such PlanetBids IP solely for the purpose and duration of the services provided under this Agreement, unless otherwise agreed in writing by both parties.

Use of Artificial Intelligence. PlanetBids may incorporate artificial intelligence, machine learning, or similar automated technologies ("AI Tools") within the Services to assist users in drafting, editing, summarizing, organizing, or analyzing content and information within the platform. AI Tools are intended solely to support user productivity and do not make decisions on behalf of the Customer. Any content generated or modified with the assistance of AI Tools must be reviewed and approved by the Customer prior to use. PlanetBids may update or enhance AI Tools from time to time as part of the Services, and all underlying AI technologies remain the property of PlanetBids or its licensors.

Disclaimer. PLANETBIDS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY OR OTHER VIOLATION OF RIGHTS, EVEN IF PLANETBIDS HAS BEEN MADE AWARE IN ADVANCE OF SUCH POTENTIAL RISK, NOR ANY WARRANTY REGARDING THE ACCURACY, LIKELY RESULTS, OR THE RELIABILITY OF ANY SITES LINKED INTO THE SERVICES. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF PLANETBIDS HEREUNDER EXCEED \$1,000,000.00.

Indemnity. Each party will indemnify and defend and hold harmless the other party from and against all claims, liabilities, damages, and expenses, including reasonable attorney fees, arising out of any property damage, personal injury, or death, sustained by such other party as a result of the gross negligence or willful misconduct of the indemnifying party or its agents or employees. Notwithstanding the foregoing, PlanetBids will defend, indemnify, and hold Customer, its elected officials, officers, employees and agents harmless with respect to any

and all claims and liabilities for alleged infringement of any third-party intellectual property right arising from Customer's use of PlanetBids' services in compliance with this Agreement.

Termination. a) Termination for Cause. This Agreement may be terminated by either party by providing the non-terminating party with no less than forty-five (45) business days written notice (and reasonable opportunity to cure) upon the occurrence of any breach of any material term or condition of this Agreement or any representation or warranty herein. b) Termination Other Than for Cause. Customer may terminate this Agreement without cause by giving Company no less than sixty (60) days written notice before the effective date of such termination. In such case, the effective date of termination shall be the anniversary of the date for the current term of this Agreement that first occurs following the end of the foregoing notice period to each consecutive term year. Any payments made by Customer for actual or subsequent years are non-refundable.

Confidentiality and Non-Disclosure. To the extent authorized by law, including the California Public Records Act, subpoenas, and court orders, each party to this Agreement agrees that it shall treat as confidential, information provided or that becomes known to it by the other party that is either marked "confidential" or reasonably known to be confidential. The parties will use confidential information (a) solely to fulfill its obligations under this Agreement; (b) protect confidential information using the same degree of care it uses to protect its own confidential information of a like nature; (c) but in no event less than a reasonable degree of care. Notwithstanding the foregoing, PlanetBids will treat all bids, proposals, and/or any other responses to Customer solicitations using PlanetBids, and all information contained therein (collectively, "Customer Data"), as confidential information. PlanetBids will not sell, share, disclose, or otherwise disseminate Customer Data, except as expressly permitted or required herein. As between PlanetBids and Customer, all Customer Data is owned by and is the property of Customer. The Parties acknowledge that the City is subject to the California Public Records Act, California Government Code § 7920.000 et seq. ("CPRA"). Accordingly, Confidential Information shall not include information that the City is required to disclose pursuant to the CPRA.

Data Security. Without limiting PlanetBids' obligation of confidentiality as further described herein, PlanetBids shall be responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that comply with or are substantially similar to the security controls identified in the current version of NIST SP800-53, and that is designed to: (a) ensure the security and confidentiality of Customer Data; (b) protect against any anticipated threats or hazards to the security or integrity of Customer Data; (c) protect against unauthorized disclosure, access to, or use of Customer Data; (d) ensure the proper disposal of Customer Data; and, (e) ensure that all employees, agents, and subcontractors of PlanetBids, comply with all of the foregoing. All Customer Data, whether in motion, in use, or at rest, shall be encrypted from end to end. In no case shall the safeguards of PlanetBids' data privacy and information security program used to protect Customer Data be less stringent than the safeguards used by PlanetBids for its own data. Any and all cloud storage shall be in compliance with ISO/IEC 27001 - 27018, as applicable, or successor standards thereto. All storage of Customer Data shall be provided solely from within the continental United States and on computing and data storage devices

residing therein. Verified cloud storage services provided by Amazon Web Services or Microsoft Azure, shall be deemed to comply with this section.

Notices. PlanetBids shall provide notices required herein to Customer via email, with a copy sent via certified U.S. Mail, to the address provided in this Agreement or such other address provided by Customer to PlanetBids. Customer shall provide notice to PlanetBids via email to pb_legal@PlanetBids.com, with a copy sent via certified U.S. Mail to the address on the membership registration. Notices will be effective 48 hours after sending if sent via email (unless the sender receives a response indicating that the message was undelivered) or 3 business days after the mailing date, whether or not received.

Assignment. Neither party shall assign this Agreement or any of its rights or obligations, without the prior written consent of the other party, and any such attempted assignment will be void, provided PlanetBids may transfer this Agreement without consent of Customer in connection with the sale or transfer of all or substantially all of its equity or assets. Subject to the above, this Agreement will be binding upon the parties' respective successors and permitted assigns.

No Waiver. The failure of PlanetBids to exercise or enforce any right or provision under this Agreement will not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the terms and conditions shall remain in full force and effect.

General. Each party to the Agreement agrees that any dispute arising under the Agreement shall first be submitted to non-binding arbitration according to the rules and regulations of, and administered by, the American Arbitration Association, and the parties may agree to entry thereof as a final judgment. If arbitration does not result in a final judgement being entered, then either party may seek any and all legal remedies in State court. This Agreement shall be governed by the laws of the State of California, without regard for change of venue rules. Venue for arbitration and any legal action shall be the County of Riverside, California. The prevailing party in any action to enforce our interpret Agreement shall be entitled to recover cost and expenses, including without limitation, attorney's fees whether in arbitration, a court of first jurisdiction and any courts of appeal.

Force Majeure. PlanetBids will not be liable in any amount for failure to perform any obligation under this Agreement if such failure is caused by Internet outages or delays, unauthorized access (hacking), earthquakes, communications outages, fire, flood, war, an act of God, pandemic, or the occurrence of any other unforeseen contingency beyond the reasonable control of PlanetBids.

Authority to Sign. Customer represents and warrants (a) the Customer information provided is current, complete, and accurate, (b) that the person signing this Agreement is authorized to bind Customer, (c) Customer will update the information (including credit card information, if applicable) as required to keep such information current, complete and accurate. PlanetBids may, in its sole discretion, cancel or terminate this Agreement if Customer has

willfully violated its obligations hereunder, and has failed to cure any such default as required herein.

AGREED effective as of the date of Initial Service Period

PLANETBIDS, LLC

CITY OF TEMECULA, CA

Signed by:
By: David DiGiacomo
511813643143473...
David DiGiacomo, CEO

By: _____
Jessica Alexander, Mayor

(Date)

(Date)

Signed by:
By: Kaleb Boudreaux
F27ED78E8F9849A...
Kaleb Boudreaux, SVP, Finance

ATTEST:
By: _____
Randy Johl, City Clerk

(Date)

(Date)

APPROVED AS TO FORM:

Signed by:
By: Peter M. Thorson
C343357EB2E34B5...
Peter M. Thorson, City Attorney

(Date)

Initial
MF

EXHIBIT "A"

**STATEMENT OF WORK
FOR SETUP, IMPLEMENTATION AND TRAINING**

1. Customer System Configuration:

Services available to Customer shall be utilized by the Purchasing Department and shall include:

A. Access for up to twelve (12) full licensed users of Customer to the following module(s) of the PlanetBids "PB System™":

- I. Vendor Management and Bid Management
- II. Requests

B. Access for up to eight (8) licensed users of Customer to the following module(s) of the PlanetBids "PB System™":

- III. Emergency Operations
- IV. Advanced E-Bidding

B. Access and use of the PlanetBids "Outreach" database for no additional cost.

2. PB System™ Access Services:

PlanetBids rate for maintaining the PB System™ vendor and bid management is based upon an unlimited number of monthly transactions (Bids) and the number of user licenses acquired by Customer. PB System™ Access Services include the following:

- System Administration – PlanetBids will be responsible for system and data backups, disaster recovery, system reliability, availability, privacy, and system security
- Hosting Infrastructure – PlanetBids will be responsible for hosting Services, maintaining the network, hardware, and software infrastructure
- Customer Service – Is available Monday through Friday, excluding statutory holidays (see Help Desk definition below)
- Account Management – PlanetBids will provide a dedicated Account Manager for post-sales support, Services questions.

3. PB System™ Setup, Implementation and Online Training:

Online training will be provided as outlined below for only the PB Modules licensed and purchased by the Customer for the initial setup and configuration of the Service. PB Modules which were not purchased by Customer, training will be omitted.

- PlanetBids will initially install for Customer the specified number of licensed Services users and configure PB modules.
- PlanetBids will provide up to 3 months' access, by request, to an online training sandbox for Customers to practice using the Service during the initial setup period.
- Vendor and Bid Management Modules: 2-hours and 45-minutes.
- Advanced eBidding for Public Works add-on Module: 15-minutes.
- PB System™ Project Evaluation Management Module: 45-minutes.
- Insurance Certificate Management with My Insurance module: 30-minutes.
- Contract Management Module: 45-minutes
Includes training for DocuSign add-on to Contract Management. The DocuSign product or service is not included. Customer must purchase from DocuSign the required product or services access.
- Agency Contracts add-on Module to Contracts Management: 15-minutes.
- Contract Compliance add-on module to Contract Management Module: 15-minutes.
- Business Certification Module: 30-minutes.
- Emergency Operations Module: 20-minute online training session.

4. PB System™ setup, implementation and training consists of the following:

a. Initial program definition

The PlanetBids implementation manager will work with one (1) designated Customer project manager to develop a roadmap for system implementation. The implementation manager will define and present a project management schedule to the Customer project manager. Customer will be required to submit information according with the project management schedule. Upon completion and review of the Services by Customer, online training will be scheduled and performed.

b. System implementation and administration

PlanetBids will enter and configure Customer requirements into Services for each licensed user access for Customer for only the Modules purchased by the Customer. The following implementation services will be provided:

- a. Account Manager assigned to manage implementation process.
- b. Press kit developed by PlanetBids Marketing team, including initial press release for publishing to attract Vendors to register for new system.
- c. URL configured for Customer's procurement web page for Vendor registration.
- d. Customer shall publish official press releases to attract Vendors to new URL. PlanetBids will publish Customer press release to social media sites and other media outlets.
- e. PlanetBids will create and send an initial email campaign to any existing Vendor lists Customer may have access to or has compiled. Data will be sent to PlanetBids in comma delimited format or excel.
- f. Configuration of Customer's purchased Modules.
- g. Testing of Customer's purchased Modules
- h. Customer specific databases will be established.
- i. Complete bid management from bid submission to awarding.
- j. Electronic bidding tools configured.

- k. Daily backups.
- l. Services users and vendor support for the duration of the Agreement.

5. Document Download Fees

As part of an effort to reduce ongoing Service costs and potentially generate additional revenue for Customer, Customer has elected to apply document download fees for access to procurement documents through the PlanetBids Customer Portal. Customer will determine the applicable download fees and enter such fees into the system prior to the release of each bid or solicitation. PlanetBids will collect these fees online through the Customer Portal on behalf of Customer. Collected fees will be applied toward offsetting the cost of the Services as defined in Exhibit B. Customer shall be solely responsible for determining the amount and applicability of such fees and for compliance with any applicable laws or regulations related to such fees.

6. Professional Services

PlanetBids will provide consulting services for custom reports or Services customizations, specific to Customer, not covered by this Statement of Work at an additional charge. Additional consulting services requested in writing by Customer will be billed at the rates set forth in Exhibit "B". No work will begin on professional services before a mutually agreed-upon statement of work is completed.

7. Help Desk

The PlanetBids Help Desk is available for support (as defined below) via our telephone number (818) 992-1771, from 8:00 am to 5:00 pm, Monday through Friday, excluding statutory holidays. Online support, as well as on-line help services are also available at <https://solutions.planetBids.com/support>.

To ensure prompt assistance for licensed users of Customer's Services, PlanetBids requires the Customer to designate at least one, preferably two or three, Services Super Users. The Customer Super Users will be responsible to manage licensed user access, such as username and password, initiating or providing basic "Level 1" support to the licensed users of Customer's Services. While PlanetBids will offer Level 1 or Level 2 support, the designated Super Users will serve as the primary point of contact with PlanetBids.

To provide instant service to vendors and contractors, PlanetBids recommends Customer to initiate or provide basic "Level 1" support although PlanetBids will provide Level 1 or Level 2 support at any time:

- Level 1 support representatives will attempt to answer most or all questions, including help to vendors with simple problems (edit profile, etc.) or general "how-to" questions (search functionality, bidding, etc.). Services related questions by Vendors/Contractors that cannot be answered or supported by Customer should be directed to a PlanetBids support representative. More complex, technical questions should be directed to a Level 2 PlanetBids support representative.

- Level 2 support is more technical in nature. Level 2 questions may, for example, deal with Customer users (i.e., PB System™ administrative users including buyers, project administrators, etc.) or with password issues requiring special assistance, or with possible product bugs or failures. In this case, some research and investigation may be required.

8. User License(s) Management

Customer is responsible for monitoring and maintaining Services licensed users and ensuring all usernames and passwords are always up-to-date. Usernames and passwords are for authorized individual use only.

EXHIBIT "B"

FEES AND PAYMENTS

a. **Fees.** Customer agrees to pay PlanetBids a total of **\$39,896.07** for the first year, subject to Document Download Credit detailed below. The fee(s) for Year 1 and each of the following years are payable in advance within 30 days of the first day of each such annual Service term year:

1. **Setup Fee.** Customer agrees to pay a setup fee of **\$0** for the Services installation, configuration, and testing of the Services portal link to Customer's website, plus administrator setup and one-time online user training for up to the number of user licenses and additional modules as outlined in this Agreement and Exhibit "A".
2. **Service Fee Payment.** Customer agrees to pay for using the Services modules, a service fee of **\$39,896.07** for first year of this Agreement. A (3%) percent fee increase applies upon renewal each year.
3. **Binding Term.** Customer acknowledges and agrees that this Agreement constitutes a binding full and complete term financial commitment for the Services provided by PlanetBids. While Customer may remit payment on an annual basis, Customer's payment obligation is for the full agreed term. This Agreement is non-cancelable and non-refundable, except as otherwise provided herein. In the event of unauthorized early termination or non-payment, PlanetBids reserves the right to accelerate and declare the full remaining balance immediately due and payable.
4. **Document Download Credit.** In connection with its use of the Services, Customer shall make available to prospective bidders, through the Services, all plans, specifications, and related documents (collectively, "Bid Data" or "Solicitation") for projects and bid opportunities posted on the Services. The fees applicable to the download of such Bid Data are set forth in Exhibit A (Document Download Fees), attached hereto. PlanetBids will collect all such download fees in accordance with Sections a(4)(i) and (ii) of this Exhibit B. Customer shall not distribute Bid Data outside of the Services. Customer shall be solely responsible for determining the amount and applicability of such fees and for compliance with any applicable laws or regulations related to such fees.
 - I. Upon collection of the download fees from prospective bidders, PlanetBids shall be entitled to retain all such fees until the amount of such fees collected equals the Total Fees outlined in Table (A) below plus actual merchant account, collection costs and any additional fees incurred.
 - II. The download fees for the period of 1/1 to 12/31 annually will be applied as a credit to each subsequent year's Total Fees. Thereafter, all net download fees collected by PlanetBids, after deduction of actual

merchant account and collection costs and fees, shall be shared equally by PlanetBids and Customer.

III. PlanetBids will maintain records of all fees received in connection with this Agreement including download fees, for not less than four (4) years following each transaction. These records shall be created and maintained in accordance with generally accepted accounting principles. Additionally, pursuant to Government Code Section 8546.7, since this Agreement involves the expenditure of public funds in excess of ten thousand dollars (\$10,000), PlanetBids shall be subject to State Auditor examination and audit at the request of the City or as part of any audit of the City, for a period of three (3) years after final payment under this Agreement. PlanetBids will promptly furnish, at no additional cost, if reasonably acceptable, any relevant, non-confidential and non-proprietary required records requested by the Customer for inspection or audit.

Table (A)

PB System™ Modules	Year 1		Add'l Licenses/Modules		Total Year 1		Year 2	Year 3
	Up To Qty	2026-2027 Fee	Up To Qty	Prorated Fee	Up To Qty	2026-2027 Fee	2027-2028 Fee	2028-2029 Fee
Vendor Management & Bid Management	8	\$ 20,703.74	4	\$ 10,000.00	12	\$ 30,703.74	\$ 31,624.85	\$ 32,573.60
Advanced e-Bidding	8	\$ 5,627.55	0	\$ -	8	\$ 5,627.55	\$ 5,796.38	\$ 5,970.27
Emergency Operations	8	\$ 3,564.78	0	\$ -	8	\$ 3,564.78	\$ 3,671.72	\$ 3,781.87
Sub-Total: Software Fees		\$ 29,896.07		\$ 10,000.00		\$ 39,896.07	\$ 41,092.95	\$ 42,325.74
Total Fees		\$ 29,896.07		\$ 10,000.00		\$ 39,896.07	\$ 41,092.95	\$ 42,325.74

b. Additional Services. If requested by Customer in writing, PlanetBids will provide any or all of the following additional services. The following rates are current as of the date of this Agreement but are subject to an increase of not more than 10% per year after the first year of this Agreement.

1. Training: \$975.00, for a single online training session of up to 2 hours.
2. For its own internal retrieval and restoration purposes, PlanetBids will record and maintain for a limited time a back-up of all data appearing on Customer’s website on a daily basis. The duration of such data retained will be for a minimum of 7 years and determined by PlanetBids in its sole discretion thereafter. However, Customer may, during the term of this Agreement, access and retrieve data in text delimited Microsoft Excel format and documents, at no cost. Additional Services related to the retrieval or restoration any of Customer’s data from such back-up files are available, if necessary, at PlanetBids current standard rates, which will vary depending on the level of services required, but not less than \$250.00 per hour.
3. Customer to be added as a named “Additional Insured” is \$250/year.