

**GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N ("SCHEDULE")**  
**AMENDMENT TO AGREEMENT DATED SEPTEMBER 27, 2016 BETWEEN**  
**PICTOMETRY INTERNATIONAL CORP. ("PICTOMETRY") AND**  
**SANTA FE COUNTY, NM ("CUSTOMER")**

1. Pursuant to the GSA Federal Supply Schedule referenced above, the following order being placed is subject to the terms and conditions of the Schedule (if purchasing Open Market items some exceptions may apply).
2. This Amendment, including all Sections and Appendices referenced herein (collectively, this "Amendment") is entered into by and between Pictometry and Customer and supplements and modifies the terms of the Agreement dated September 27, 2016 as, to the extent applicable, previously modified by addenda or amendments thereto (collectively, the "Agreement"). Any purchase order or similar document issued by Customer in connection with this Amendment is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on such purchase order shall be of no force or effect as between the parties. To the extent that there is any inconsistency between the terms set forth in this Amendment and those set forth in the Agreement, the terms set forth in this Amendment shall prevail.

Section A: Product Descriptions, Prices and Payment Terms

Section B: License Terms:

- Online Services General Terms and Conditions (included herewith)
- Software License Agreement (provided in the Agreement dated 9/27/2016)

Section C: Non-standard Terms and Conditions

3. **MODIFICATIONS TO AGREEMENT:**
  - A. Section A of the Agreement shall be updated to include Section A of this Amendment which adds Pictometry Connect 100 and Pictometry Connect Assessment to each Project under the applicable terms and conditions of the Agreement stated above.
  - B. Product Parameters, Fees and Payment Terms noted in Section A of this Amendment shall be added to the Product Parameters, Fees and Payment Terms set forth in the Agreement.
  - C. All other terms and conditions to the Agreement not expressly modified herein shall remain in full force and effect.
4. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

<b>CUSTOMER NOTICE ADDRESS</b>	<b>PICTOMETRY NOTICE ADDRESS</b>
102 Grant Ave	25 Methodist Hill Drive
Santa Fe, NM 87501-2061	Rochester, NY 14623
Attn: Gus Martinez, Assessor	Attn: Contract Administration
Phone: (505) 986-6395      Fax:	Phone: (585) 486-0093      Fax: (585) 486-0098

Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

# GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N ("SCHEDULE")

This Amendment shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document.

## PARTIES:

<b>CUSTOMER</b>	<b>PICTOMETRY</b>
SANTA FE COUNTY, NM	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware corporation
<b>SIGNATURE:</b>	<b>SIGNATURE:</b>
<b>NAME:</b>	<b>NAME:</b>
<b>TITLE:</b>	<b>TITLE:</b>
<b>DATE:</b>	<b>EXECUTION DATE:</b>
	<b>DATE OF RECEIPT (EFFECTIVE DATE):</b>

Approved as to form  
Santa Fe County Attorney

By: [Signature]  
Date: 3-30-17

Reviewed and Approved  
for SIGNATURE  
Don Moya [Signature] Date 3-30-17

CSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER CS-35F-0801N ("SCHEDULE")

This Amendment shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document.

PARTIES:

<b>CUSTOMER</b>	<b>PICTOMETRY</b>
SANTA FE COUNTY, NM	PICTOMETRY INTERNATIONAL CORP.
Entity Type:	a Delaware corporation
<b>SIGNATURE:</b>	<b>SIGNATURE:</b>
<i>[Signature]</i>	<i>[Signature]</i>
<b>NAME:</b>	<b>NAME:</b>
<i>Kevin J. [illegible]</i>	<i>John A. [illegible]</i>
<b>TITLE:</b>	<b>TITLE:</b>
<i>County Manager</i>	<i>VP of Operations</i>
<b>DATE:</b>	<b>EXECUTION DATE:</b>
<i>1-1-2017</i>	<i>1/6/17</i>
	<b>DATE OF RECEIPT (EFFECTIVE DATE):</b>

Approved as to form  
 Santa Fe County Attorney  
*[Signature]*  
 Date: *1-2-2017*

Reviewed and Approved  
 Signature *[Signature]* Date *3-28-17*  
 Don Meyer

# GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N ("SCHEDULE")

## SECTION A

## PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.  
25 Methodist Hill Drive  
Rochester, NY 14623

ORDER #

C184484

### BILL TO

Santa Fe County, NM  
Gus Martinez, Assessor  
102 Grant Ave  
Santa Fe, NM 87501-2061  
(505) 986-6395  
gmtz@santafecountynm.gov

### SHIP TO

Santa Fe County, NM  
Gus Martinez, Assessor  
102 Grant Ave  
Santa Fe, NM 87501-2061  
(505) 986-6395  
gmtz@santafecountynm.gov

### CUSTOMER ID

A117385

### SALES REP

bgarcia

### FREQUENCY OF PROJECT

Biennial

### US GSA CONTRACT NO.

35F-0801N

### FIRST PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	SALES PRICE	DISCOUNT PRICE (%)	TOTAL PRICE <sup>1</sup>
1	Pictometry Connect - CA - 100*	Pictometry Connect - CA - 100 (Custom Access) provides up to 100 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. License Term: 2 Years Applicable Terms and Conditions: Online Services General Terms and Conditions: Software License Agreement	\$6,600.00		\$6,600.00
1	Pictometry CONNECT Assessment*	Pictometry CONNECT Assessment allows a user the ability to log in and access Pictometry ChangeFinder data and Pictometry-hosted imagery libraries, which have been licensed to the Customer and specified elsewhere in this Agreement, via a web-based application. The number of concurrent authorized users is specified in Customer's existing Connect agreement. Access runs concurrent with last activation (and scheduled expiration) of the Customer's existing Connect account. This offering requires an active Pictometry CONNECT account. Applicable Terms and Conditions: Online Services General Terms and Conditions	\$5,000.00	\$0.00 (100%)	\$0.00
SUBTOTAL INCREASE TO FIRST PROJECT					\$6,600.00

### SECOND PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	SALES PRICE	DISCOUNT PRICE (%)	TOTAL PRICE <sup>1</sup>
1	Pictometry Connect - CA - 100*	Pictometry Connect - CA - 100 (Custom Access) provides up to 100 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. License Term: 2 Years Applicable Terms and Conditions: Online Services General Terms and Conditions: Software License Agreement	\$6,600.00		\$6,600.00
1	Pictometry CONNECT Assessment*	Pictometry CONNECT Assessment allows a user the ability to log in and access Pictometry ChangeFinder data and Pictometry-hosted imagery libraries, which have been licensed to the Customer and specified elsewhere in this Agreement, via a web-based application. The number of concurrent authorized users is specified in Customer's existing Connect agreement. Access runs concurrent with last activation (and scheduled expiration) of the	\$5,000.00	\$0.00 (100%)	\$0.00

# GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N ("SCHEDULE")

		Customer's existing Connect account. This offering requires an active Pictometry CONNECT account. Applicable Terms and Conditions: Online Services General Terms and Conditions			
<b>SUBTOTAL INCREASE TO SECOND PROJECT</b>					<b>\$6,600.00</b>

## THIRD PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	SALES PRICE	DISCOUNT PRICE (%)	TOTAL PRICE <sup>1</sup>
1	Pictometry Connect - CA - 100*	Pictometry Connect - CA - 100 (Custom Access) provides up to 100 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. License Term: 2 Years Applicable Terms and Conditions: Online Services General Terms and Conditions: Software License Agreement	\$6,600.00		\$6,600.00
1	Pictometry CONNECT Assessment*	Pictometry CONNECT Assessment allows a user the ability to log in and access Pictometry ChangeIndex data and Pictometry-hosted imagery libraries, which have been licensed to the Customer and specified elsewhere in this Agreement, via a web-based application. The number of concurrent authorized users is specified in Customer's existing Connect agreement. Access runs concurrent with last activation (and scheduled expiration) of the Customer's existing Connect account. This offering requires an active Pictometry CONNECT account. Applicable Terms and Conditions: Online Services General Terms and Conditions	\$5,000.00	\$0.00 (100%)	\$0.00
<b>SUBTOTAL INCREASE TO THIRD PROJECT</b>					<b>\$6,600.00</b>

Thank you for choosing Pictometry as your service provider. Amount per product = ((1-Discount %) * Qty * List Price)	<b>TOTAL</b>	<b>\$19,800.00</b>
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\*OPEN MARKET ITEMS ARE ALSO KNOWN AS INCIDENTAL ITEMS, NON-CONTRACT ITEMS, NON-CONTRACT ITEMS, AND OTHER DIRECT COSTS (ODS'S). OPEN MARKET ITEMS ARE NOT ON THE GSA CONTRACT AND THEREFORE SHOULD BE TREATED AS OPEN MARKET PURCHASES. THIS AGREEMENT CONTAINS OPEN MARKET ITEMS. OPEN MARKET ITEMS ARE ALLOWED UNDER CIRCUMSTANCES SET FORTH IN FAR 8.402(F). OPEN MARKET ITEMS ARE SUBJECT TO PICTOMETRY'S APPLICABLE LICENSE TERMS AND CONDITIONS.

## FEES: PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing.

### FIRST PROJECT

Due at Activation of Online Services	\$3,300.00
Due at First Anniversary of Activation of Online Services	\$3,300.00
<b>Total Increase to First Project</b>	<b>\$6,600.00</b>

### SECOND PROJECT

Due at Second Anniversary of Activation of Online Services	\$3,300.00
Due at Third Anniversary of Activation of Online Services	\$3,300.00
<b>Total Increase to Second Project</b>	<b>\$6,600.00</b>

### THIRD PROJECT

## GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N ("SCHEDULE")

Due at Fourth Anniversary of Activation of Online Services	\$3,300.00
Due at Fifth Anniversary of Activation of Online Services	\$3,300.00
<b>Total Increase to Third Project</b>	<b>\$6,600.00</b>

### PRODUCT PARAMETERS

Customer represents and warrants that it owns all right, title, and interest in and to any non-Pictometry imagery and/or outlines provided by Customer to Pictometry and all necessary rights, power, and authority to provide Pictometry with a copy of such non-Pictometry imagery and/or outlines and authorize Pictometry to include such non-Pictometry imagery and/or outlines in the CONNECT service provided to Customer.

### CONNECT (ALL PROJECTS)

<b>Product:</b>	<b>Pictometry Connect - CA - 100</b>
<b>Admin User Name:</b>	Daniel Fresquez
<b>Admin User Email:</b>	defresquez@sanatafecountynm.gov
<b>Geofence:</b>	NM Santa Fe Metro NM Santa Fe

## SECTION B

## LICENSE TERMS

PICTOMETRY ONLINE SERVICES  
GENERAL TERMS AND CONDITIONS

These Pictometry Online Services General Terms and Conditions (the "General Terms and Conditions"), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the "License Agreement") that governs your use of the Pictometry online services (the "Online Services"), the images available in the Online Services, and all associated metadata and data layers included in, provided with, or derived from those images (the "Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the License Agreement.

## 1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 1.1 You are granted a nonexclusive, nontransferable, limited right to access and use the Online Services and the Licensed Content obtained or derived from the Online Services solely for your internal business purposes and not for resale or redistribution. The rights granted to you include, subject to the restrictions set forth below and on the Order Form, the right to copy limited portions of the Licensed Content onto your computer to facilitate preparation of hardcopies and work product records, and the right to make hardcopies of the Licensed Content, provided that the Licensed Content and the permitted copies thereof may not be sold, leased, loaned, distributed, or copied for use by anyone other than you.
- 1.2 You may not make the Online Services available to any other party.
- 1.3 You may not copy the Licensed Content or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the Online Services.
- 1.4 You may not distribute or otherwise make available any Licensed Content to Google or its affiliates, either directly or indirectly.
- 1.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 1.6 You may not remove, alter or obscure copyright notices or other notices contained in the Licensed Content.
- 1.7 You may not offer any part of the Online Services or the Licensed Content for commercial resale or commercial redistribution in any medium.
- 1.8 You may not use the Online Services or the Licensed Content to compete with any businesses of Pictometry.
- 1.9 You may not use information included in the Online Services or the Licensed Content to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. The term "consumer" is defined in the United States Fair Credit Reporting Act at 15 USC §1681.
- 1.10 You may not access the Online Services via mechanical, programmatic, robotic, scripted or any other automated means. Unless otherwise agreed by Pictometry in writing, use of the Online Services is permitted only via manually conducted, discrete, human-initiated individual search and retrieval activities.
- 1.11 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and the Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Online Services or the Licensed Content acquire any proprietary interest in the Online Services, the Licensed Content, or any copies thereof, except the limited use rights granted herein.

## 2. ACCESS TO SERVICES

- 2.1 Only you, your employees, and temporary or contract employees dedicated to performing work exclusively for you (each, an "Eligible User" and collectively, the "Eligible Users") are eligible to access and use the Online Services and the Licensed Content pursuant to the License Agreement. Each Eligible User to be provided access to the Online Service shall be assigned a unique login/password ("Pictometry Credential") for purposes of accessing the Online Services. You agree that each Pictometry Credential shall only be used by the Eligible User to whom it was originally assigned and that Pictometry Credentials may not be shared with, or used by, any other person, including other Eligible Users. You will promptly deactivate an Eligible User's Pictometry Credential in the event the Eligible User no longer meets the eligibility requirements or you otherwise wish to terminate the Eligible User's access to the Online Services. You are responsible for all use of the Online Services accessed with Pictometry Credentials issued to your Eligible Users, including associated charges, whether by Eligible Users or others. You will use reasonable commercial efforts to prevent unauthorized use of Pictometry Credentials assigned to your Eligible Users and will promptly deactivate any Pictometry Credentials you suspect are lost, stolen, compromised, or misused.
- 2.2 The Online Services, the Licensed Content, and features and functionality within the Online Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.
- 2.3 You are aware and understand that any user data collected or stored by the Online Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold Pictometry harmless from, all claims against Pictometry with respect to such access.

## 3. DISCLAIMERS

- 3.1 The Online Services and the Licensed Content are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.
- 3.2 The Online Services and the Licensed Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.
- 3.3 All measurements and reports generated by the Online Services or from the Licensed Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.
- 3.4 Contour information obtained from the Online Services or contained in the Licensed Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.
- 3.5 While the Online Services and the Licensed Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third party suppliers of the Online Services and the Licensed Content hereby disclaim all liability for damages claims and expenses arising from such use.
- 3.6 Your reliance on the Online Services and the Licensed Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose.
- 3.7 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content assume no responsibility for any consequences resulting from the use of the Online Services or the Licensed Content.
- 3.8 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the Online Services and the Licensed Content.
- 3.9 By accepting these General Terms and Conditions or by using the Online Services or the Licensed Content, you waive any and all rights you may have against Pictometry, each third party supplier of any portion of the Online Services or the Licensed Content, and each of their directors, officers, members and employees, arising out of use of or reliance upon the Online Services or the Licensed Content.

# GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N ("SCHEDULE")

## 4. LIMITED WARRANTY

- 4.1 Pictometry represents and warrants that it has the right and authority to make the Online Services and the Licensed Content available to you and your Eligible Users as authorized expressly by this License Agreement.
- 4.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.1, THE ONLINE SERVICES AND LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## 5. LIMITATION OF LIABILITY

- 5.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or the Licensed Content, (b) the unavailability or interruption of the Online Services or any features thereof or the Licensed Content, (c) your or an Eligible User's use of the Online Services or the Licensed Content, (d) the loss or corruption of any data or equipment in connection with the Online Services or the Licensed Content, (e) the content, accuracy, or completeness of the Licensed Content, all regardless of whether you received assistance in the use of the Online Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Online Services.
- 5.2 "Covered Party" means (a) Pictometry and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry; and (b) each third party supplier of any Licensed Content, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any Licensed Content or third party alliance entity and their affiliates.
- 5.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR THE LICENSED CONTENT OR THIS LICENSE AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE ONLINE SERVICES IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.
- 5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, THE LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (AND YOUR ELIGIBLE USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.
- 5.5 Notwithstanding anything to the contrary in this Section 5:
- (a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Online Services or the Licensed Content, asserted against you by such third party provided: (i) all use of the Online Services and the Licensed Content was in accordance with this License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the Online Services or the Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.
- (b) In addition to Section 5.5(a), if the Online Services, the operation thereof or the Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the Online Services or the Licensed Content, (ii) replace or modify the Online Services or the Licensed Content so that they become non-infringing; or (iii) terminate the License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.
- (c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

## 6. MISCELLANEOUS

- 6.1 The terms and conditions of this License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or your Eligible Users but will apply to all similarly situated Pictometry customers using the Online Services. You may terminate this License Agreement upon written notice to Pictometry if any change to the terms and conditions of this License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.
- 6.2 In the event of a breach of this License Agreement by you, any Eligible User or someone using the Pictometry Credential of an Eligible User, Pictometry may temporarily suspend or discontinue providing access to the Online Services to any or all Eligible Users without notice and Pictometry may pursue any other legal remedies available to it.
- 6.3 All notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by Pictometry. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 25 Methodist Hill Drive, Rochester, New York 14623.
- 6.4 The failure of you, Pictometry, or any third party supplier of the Online Services or any Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.
- 6.5 Neither you nor any Eligible User may assign or otherwise transfer your rights or delegate your duties under this License Agreement without the prior written consent of Pictometry. Any attempt by you or any Eligible User to assign, transfer or delegate your rights or obligations under this License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this License Agreement. This License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.



## GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N ("SCHEDULE")

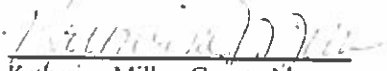
- 6.6 This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this License Agreement, the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.
- 6.7 This License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this License Agreement.
- 6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the Online Services or any Licensed Content has the right to assert and enforce the provisions of this License Agreement directly on its own behalf as a third party beneficiary.
- 6.9 In the event of a breach of your obligations under this License Agreement or your payment obligations with respect to access to the Online Services or the Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.
- 6.10 This License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

[END OF ONLINE SERVICES GENERAL TERMS AND CONDITIONS]

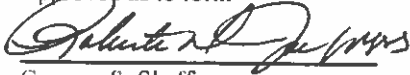
**GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N ("SCHEDULE")**  
**SECTION C** **NON-STANDARD TERMS AND CONDITIONS**

1. **Online Services Eligible Users:** Notwithstanding anything in the Online Services General Terms and Conditions incorporated in this Agreement to the contrary, the terms 'Eligible User' and 'Eligible Users' as defined in those Online Services General Terms and Conditions shall, for the purposes of this Agreement, also include each 'Authorized User' as that term is defined in the Delivered Content Terms and Conditions of Use incorporated in this Agreement.

SANTA FE COUNTY

  
Katherine Miller, County Manager

Approved as to form

  
Gregory S. Shaffer  
Santa Fe County Attorney

3-30-17  
Date

Finance Department

  
  
Finance Director

3-28-17  
Date

PICTOMETRY INTERNATIONAL, CORP.

\_\_\_\_\_  
(Name and title)

\_\_\_\_\_  
Date

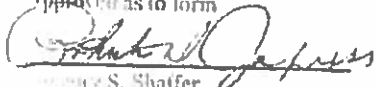
CSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N ("SCHEDULE")  
SECTION C NON-STANDARD TERMS AND CONDITIONS

- Online Services Eligible Users: Notwithstanding anything in the Online Services General Terms and Conditions incorporated in this Agreement to the contrary, the terms 'Eligible User' and 'Eligible Users' as defined in those Online Services General Terms and Conditions shall, for the purposes of this Agreement, also include each 'Authorized User' as that term is defined in the Delivered Content Terms and Conditions of Use incorporated in this Agreement.

SANTA FE COUNTY

  
Katherine Miller, County Manager


Approved as to form

  
George S. Shaffer  
Santa Fe County Attorney

3-30-17

Date


Finance Department

  
Lou Moya  
Finance Director

3-28-17

Date

TRIUMPH INTERNATIONAL CORP.

  
Michael Salgiano  
Senior VP of Finance

4-5-17

Date