

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

**AGREEMENT 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 order form ("Order Form"), in combination with the contract components listed below:

Section A: Product Descriptions, Prices and Payment Terms

Section B: License Terms:

- Delivered Content Terms and Conditions of Use
- Software License Agreement

Section C: Non-Standard Terms and Conditions

(all of which, collectively, constitute this "Agreement") set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

3. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Non-Standard Terms and Conditions; Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading 'Section B: License Terms'; and Order Form.
4. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
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.

5. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry's obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry's obligations under this Agreement.
6. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
7. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.
8. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.
9. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be

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unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.

10. Pictometry shall not be responsible for any failure on its part to perform due to unforeseen circumstances or to causes beyond Pictometry's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, weather, floods, accidents, strikes, failure to obtain export licenses or shortages or delays of transportation, facilities, fuel, energy, supplies, labor or materials. In the event of any such delay, Pictometry may defer performance for a period of time reasonably related to the time and nature of the cause of the delay.
11. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

PARTIES:

CUSTOMER	PICTOMETRY
SANTA FE COUNTY, NM	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware corporation
SIGNATURE:	SIGNATURE:
NAME: <u>Miguel M. Chavez</u>	NAME: <u>William A. Salazar</u>
TITLE: <u>Commissioner</u>	TITLE: <u>Corporate Vice President</u>
DATE: <u>9/27/16</u>	EXECUTION DATE: <u>9/23/2016</u>
	DATE OF RECEIPT (EFFECTIVE DATE):

ATTEST:

Geraldine Salazar
GERALDINE SALAZAR
COUNTY CLERK

9-27-2016



Approved as to form

Santa Fe County Attorney

By: [Signature]

Date: 9/22/16

[Signature]
 9/23/16

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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
gmtzr@santafecountynm.gov

SHIP TO

Santa Fe County, NM
Gus Martinez, Assessor
102 Grant Ave
Santa Fe, NM 87501-2061
(505) 986-6395
gmtzr@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 ¹
817	IMAGERY - 3in, 5-way, OCB (N5) Per Sector	Product includes 3-inch GSD color balanced oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel, Nominal Oblique GSD (all values +/- 10%) Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel	\$466.00	\$386.78 (17.0%)	\$315,949.26
1,130	IMAGERY - 9in, 5-way, OCB (C5) Per Sector	Product includes 9-inch GSD color balanced oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/- 10%) Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel.	\$80.00	\$66.40 (17.0%)	\$75,032.00
73,149	ChangeFinder - Change Detection with Customer's Electronic Parcel Files*	Building Outline data from this order OR from an approved Data Source will be updated and categorized against the Imagery Data Source indicated in the Product Parameters. For Pictometry imagery - the most nadir orthorectified orthogonal frame image within the associated Data Source indicated in the Product Parameters will be used for processing by default. AccuPLUS tiles will be used by default if purchased with the associated Data Source indicated in the Product Parameters. An updated Building Outline delivery will be provided in polygon shapefile and .gdh format. The final parcel count for this order will be based on the total record count of the final parcel file provided by Customer at the time the project is initiated. The Customer will be invoiced for any additional costs based on the final number of parcels, including any changes in tiered pricing as a result of a change in volume, at the time of shipment of the deliverable. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.32		\$23,407.68
1	High Elevation Project Fee*	The High Elevation Project Fee is for any wide-area imagery projects for which any of the Community imagery sectors cover ground elevations in the range of 7,500 ft to 12,500 ft. Applicable Terms and Conditions: Order Form	\$25,000.00	\$12,500.00 (50.0%)	\$12,500.00
817	Tiles - Standard (3in GSD, JPG format) Per Sector*	Available with corresponding 3" GSD imagery purchase 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$20.00	\$10.00 (50.0%)	\$8,170.00

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		Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use			
1,130	Tiles - Standard (9in GSD; JPG format) Per Sector*	Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$10.00	\$5.00 (50.0%)	\$5,650.00
4,689	ChangeFinder - Building Outlines with Customer's Electronic Parcel Files*	Outlines will be generated off the data source indicated in the Product Parameters. For Pictometry imagery – the most nadir orthorectified orthogonal frame image within the associated Data Source indicated in the Product Parameters will be used for processing by default. AccuPI.US tiles will be used by default if purchased with the associated Data Source indicated in the Product Parameters. Building Outline delivery will be provided in polygon shapefile and .gdb format. The final parcel count for this order will be based on the total record count of the final parcel file provided by Customer at the time the project is initiated. The Customer will be invoiced for any additional costs based on the final number of parcels, including any changes in tiered pricing as a result of a change in volume, at the time of shipment of the deliverable. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.35		\$1,611.15
817	Mosaic - Area Wide (3in GSD; ECW format; individual) Per Sector*	Available with purchase of corresponding tile product. New processing or re-processing to ECW of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00		\$1,634.00
4,689	ChangeFinder - Change Detection with Customer's Electronic Parcel Files*	Building Outline data from this order OR from an approved Data Source will be updated and categorized against the Imagery Data Source indicated in the Product Parameters. For Pictometry imagery – the most nadir orthorectified orthogonal frame image within the associated Data Source indicated in the Product Parameters will be used for processing by default. AccuPLUS tiles will be used by default if purchased with the associated Data Source indicated in the Product Parameters. An updated Building Outline delivery will be provided in polygon shapefile and .gdb format. The final parcel count for this order will be based on the total record count of the final parcel file provided by Customer at the time the project is initiated. The Customer will be invoiced for any additional costs based on the final number of parcels, including any changes in tiered pricing as a result of a change in volume, at the time of shipment of the deliverable. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.32		\$1,500.48
1,130	Mosaic - Area Wide (9in GSD; ECW format; individual) Per Sector*	Available with purchase of corresponding tile product. New processing and re-processing to ECW of individual tiles of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.50		\$565.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	\$0.00		\$0.00
1	Oblique Imagery Bundle with Two (2) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two	\$0.00		\$0.00

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		years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.			
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.	\$0.00		\$0.00
1	Media Drive Capacity 1.862T- Drive Model 2.0T - EXTPOWER*	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing extra.	\$299.00	\$0.00 (100.0%)	\$0.00
Applicable Terms and Conditions: Order Form					
SUBTOTAL - Flight Number (Ordinal)					\$446,099.57

SECOND PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	SALES PRICE	DISCOUNT PRICE (%)	TOTAL PRICE ¹
817	IMAGERY - 3in, 5-way, OCB (N5) Per Sector	Product includes 3-inch GSD color balanced oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (LCW format). Orthogonal GSD: 0.25 feet/pixel, Nominal Oblique GSD (all values +/- 10%) Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel.	\$466.00	\$410.08 (12.0%)	\$335,035.36
1,130	IMAGERY - 9in, 5-way, OCB (C5) Per Sector	Product includes 9-inch GSD color balanced oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (LCW format). Orthogonal GSD: 0.75 feet/pixel, Nominal Oblique GSD (all values +/- 10%) Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel.	\$80.00	\$70.40 (12.0%)	\$79,552.00
85,000	ChangeFinder - Change Detection with Customer's Electronic Parcel Files*	Building Outline data from this order OR from an approved Data Source will be updated and categorized against the Imagery Data Source indicated in the Product Parameters. For Pictometry imagery - the most nadir orthorectified orthogonal frame image within the associated Data Source indicated in the Product Parameters will be used for processing by default. AccuPLUS tiles will be used by default if purchased with the associated Data Source indicated in the Product Parameters. An updated Building Outline delivery will be provided in polygon shapefile and .gdb format. The final parcel count for this order will be based on the total record count of the final parcel file provided by Customer at the time the project is initiated. The Customer will be invoiced for any additional costs based on the final number of parcels, including any changes in tiered pricing as a result of a change in volume, at the time of shipment of the deliverable. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.32		\$27,200.00
1	High Elevation Project Fee*	The High Elevation Project Fee is for any wide-area imagery projects for which any of the Community imagery sectors cover ground elevations in the range of 7,500 ft to 12,500 ft. Applicable Terms and Conditions: Order Form	\$25,000.00	\$12,500.00 (50.0%)	\$12,500.00
817	Tiles - Standard (3in GSD: JPG format) Per Sector*	Available with corresponding 3" GSD imagery purchase 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00	\$10.00 (50.0%)	\$8,170.00
1,130	Tiles - Standard (9in GSD: JPG format) Per Sector*	Available with corresponding 9" GSD imagery purchase 9-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$10.00	\$5.00 (50.0%)	\$5,650.00

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		Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use			
817	Mosaic - Area Wide (3in GSD; ECW format; individual) Per Sector*	Available with purchase of corresponding tile product. New processing or re-processing to ECW of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$2.00		\$1,634.00
		Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use			
1,130	Mosaic - Area Wide (9in GSD; ECW format; individual) Per Sector*	Available with purchase of corresponding tile product. New processing and re-processing to ECW of individual tiles of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$0.50		\$565.00
		Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use			
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	\$0.00		\$0.00
1	Oblique Imagery Bundle with Two (2) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00		\$0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.	\$0.00		\$0.00
1	Media Drive Capacity 1.862T- Drive Model 2.0T - EXTPOWER*	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing extra.	\$299.00	\$0.00 (100.0%)	\$0.00
		Applicable Terms and Conditions: Order Form			
SUBTOTAL - Flight Number (Ordinal)					\$470,306.36

THIRD PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	SALES PRICE	DISCOUNT PRICE (%)	TOTAL PRICE ¹
817	IMAGERY - 3in, 5-way, OCB (N5) Per Sector	Product includes 3-inch GSD color balanced oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/- 10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel.	\$466.00	\$433.38 (7.0%)	\$351,071.16
1,130	IMAGERY - 9in, 5-way, OCB (C5) Per Sector	Product includes 9-inch GSD color balanced oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/- 10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel.	\$80.00	\$74.40 (7.0%)	\$84,072.00
85,000	ChangeFinder - Change Detection with Customer's Electronic Parcel Files*	Building Outline data from this order OR from an approved Data Source will be updated and categorized against the Imagery Data Source indicated in the Product Parameters. For Pictometry imagery - the most nadir orthorectified orthogonal frame image within the associated Data Source indicated in the Product Parameters will be used for processing by default. AccuPLUS tiles will be used by default if purchased with the associated Data Source indicated in the Product Parameters. An updated Building Outline delivery will be	\$0.32		\$27,200.00

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		provided in polygon shapefile and gdb format. The final parcel count for this order will be based on the total record count of the final parcel file provided by Customer at the time the project is initiated. The Customer will be invoiced for any additional costs based on the final number of parcels, including any changes in tiered pricing as a result of a change in volume, at the time of shipment of the deliverable. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use			
1	(High Elevation Project Fee*	The High Elevation Project Fee is for any wide-area imagery projects for which any of the Community imagery sectors cover ground elevations in the range of 7,500 ft to 12,500 ft. Applicable Terms and Conditions: Order Form	\$25,000.00	\$12,500.00 (50.0%)	\$12,500.00
817	Tiles - Standard (3in GSD; JPG format) Per Sector*	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00	\$10.00 (50.0%)	\$8,170.00
1,130	Tiles - Standard (9in GSD; JPG format) Per Sector*	Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$10.00	\$5.00 (50.0%)	\$5,650.00
817	Mosaic - Area Wide (3in GSD; ECW format; individual) Per Sector*	Available with purchase of corresponding tile product. New processing or re-processing to ECW of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00		\$1,634.00
1,130	Mosaic - Area Wide (9in GSD; ECW format; individual) Per Sector*	Available with purchase of corresponding tile product. New processing and re-processing to ECW of individual tiles of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.50		\$565.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	\$0.00		\$0.00
1	Oblique Imagery Bundle with Two (2) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00		\$0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.	\$0.00		\$0.00
1	Media Drive Capacity 1 862T- Drive Model 2 0T - EXTPOWER*	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing extra. Applicable Terms and Conditions: Order Form	\$299.00	\$0.00 (100.0%)	\$0.00
SUBTOTAL - Flight Number (Ordinal)					\$193,862.16

Thank you for choosing Pictometry as your service provider.

TOTAL

\$1,410,268.39

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Amount per product = ((1-Discount %) * Qty * List Price)

*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 Initial Shipment of Imagery	\$189,988.33
Due at First Anniversary of Shipment of Imagery	\$229,561.93
Due at Shipment of ChangeFinder	\$26,549.31
Total Payments	\$446,099.57

SECOND PROJECT

Due at Initial Shipment of Imagery	\$228,902.68
Due at First Anniversary of Shipment of Imagery	\$214,203.68
Due at Shipment of ChangeFinder	\$27,200.00
Total Payments	\$470,306.36

THIRD PROJECT

Due at Initial Shipment of Imagery	\$240,680.73
Due at First Anniversary of Shipment of Imagery	\$225,981.73
Due at Shipment of ChangeFinder	\$27,200.00
Total Payments	\$493,862.46

PRODUCT PARAMETERS

FIRST PROJECT

IMAGERY

Product: IMAGERY - 3in, 5-way, OCB (N5) Per Sector
 Elevation Source: USGS
 Leaf: Leaf Off: Less than 30% leaf cover

Product: IMAGERY - 9in, 5-way, OCB (C5) Per Sector
 Elevation Source: USGS
 Leaf: Leaf Off: Less than 30% leaf cover

Product: Tiles - Standard (3in GSD; JPG format) Per Sector
 Elevation Source: USGS
 Leaf: Leaf Off: Less than 30% leaf cover

Product: Tiles - Standard (9in GSD; JPG format) Per Sector
 Elevation Source: USGS
 Leaf: Leaf Off: Less than 30% leaf cover

Product: Mosaic - Area Wide (3in GSD; ECW format; individual) Per Sector
 Elevation Source: USGS
 Leaf: Leaf Off: Less than 30% leaf cover

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Product: Mosaic - Area Wide (9in GSD; ECW format; individual) Per Sector
Elevation Source: USGS
Leaf: Leaf Off: Less than 30% leaf cover

CHANGEFINDER

Product: ChangeFinder - Change Detection with Customer's Electronic Parcel Files
Data Source - Base: Pictometry Outlines
Data Source Year - Base: 2015
Data Source - Comparison: Pictometry Imagery
Data Source Year - Comparison: 2017
Deck Identification: Included in Building Outlines
Regional Status Report Requested:

Product: ChangeFinder - Building Outlines with Customer's Electronic Parcel Files
Data Source - Base: Customer Imagery
Data Source Year - Base: 2014
Data Source - Comparison: Pictometry Imagery
Data Source Year - Comparison: 2017
Deck Identification: Included in Building Outlines
Regional Status Report Requested:

Product: ChangeFinder - Change Detection with Customer's Electronic Parcel Files
Data Source - Base: Customer Imagery
Data Source Year - Base: 2014
Data Source - Comparison: Pictometry Imagery
Data Source Year - Comparison: 2017
Deck Identification: Included in Building Outlines
Regional Status Report Requested:

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

SECOND PROJECT IMAGERY

Product: IMAGERY - 3in, 5-way, OCB (N5) Per Sector
Elevation Source: USGS
Leaf: Leaf Off: Less than 30% leaf cover

Product: IMAGERY - 9in, 5-way, OCB (C5) Per Sector
Elevation Source: USGS
Leaf: Leaf Off: Less than 30% leaf cover

Product: Tiles - Standard (3in GSD; JPG format) Per Sector
Elevation Source: USGS
Leaf: Leaf Off: Less than 30% leaf cover

Product: Tiles - Standard (9in GSD; JPG format) Per Sector
Elevation Source: USGS
Leaf: Leaf Off: Less than 30% leaf cover

Product: Mosaic - Area Wide (3in GSD; ECW format; individual) Per Sector
Elevation Source: USGS
Leaf: Leaf Off: Less than 30% leaf cover

Product: Mosaic - Area Wide (9in GSD; ECW format; individual) Per Sector
Elevation Source: USGS
Leaf: Leaf Off: Less than 30% leaf cover

CHANGEFINDER

Product: ChangeFinder - Change Detection with Customer's Electronic Parcel Files
Data Source - Base: Pictometry Outlines
Data Source Year - Base: 2017
Data Source - Comparison: Pictometry Imagery
Data Source Year - Comparison: 2019
Deck Identification: Included in Building Outlines
Regional Status Report Requested:

THIRD PROJECT

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

IMAGERY

Product: IMAGERY - 3in, 5-way, OCB (N5) Per Sector
Elevation Source: USGS
Leaf: Leaf Off: Less than 30% leaf cover

Product: IMAGERY - 9in, 5-way, OCB (C5) Per Sector
Elevation Source: USGS
Leaf: Leaf Off: Less than 30% leaf cover

Product: Tiles - Standard (3in GSD; JPG format) Per Sector
Elevation Source: USGS
Leaf: Leaf Off: Less than 30% leaf cover

Product: Tiles - Standard (9in GSD; JPG format) Per Sector
Elevation Source: USGS
Leaf: Leaf Off: Less than 30% leaf cover

Product: Mosaic - Area Wide (3in GSD; ECW format; individual) Per Sector
Elevation Source: USGS
Leaf: Leaf Off: Less than 30% leaf cover

Product: Mosaic - Area Wide (9in GSD; ECW format; individual) Per Sector
Elevation Source: USGS
Leaf: Leaf Off: Less than 30% leaf cover

CHANGEFINDER

Product: ChangeFinder - Change Detection with Customer's Electronic Parcel Files
Data Source - Base: Pictometry Outlines
Data Source Year - Base: 2019
Data Source - Comparison: Pictometry Imagery
Data Source Year - Comparison: 2021
Deck Identification: Included in Building Outlines
Regional Status Report Requested:

STANDARD ORTHO MOSAIC PRODUCTS

Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible outlines along mosaic seams resulting from the following types of artifacts:

- i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
- ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
- iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
- iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
- v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
- vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
- vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
- viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

RapidAccess—Disaster Response Program ("DRP")

Customer is eligible for DRP described below from the Effective Date through the second anniversary of the initial Project delivery. Following payment to Pictometry of amounts due with respect to each subsequent Project, Customer will be eligible for the then-current DRP for a period of two years from delivery of such subsequent Project. Customer must be in good-standing with Pictometry to maintain eligibility for DRP.

A. **Disaster Coverage Imagery at No Additional Charge** – Pictometry will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for DRP:

- ☐ **Hurricane:** areas affected by hurricanes of Category II and higher.
- ☐ **Tornado:** areas affected by tornadoes rated EF4 and higher.
- ☐ **Terrorist:** areas affected by damage from terrorist attack.
- ☐ **Earthquake:** areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.

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☐ **Tsunami:** areas affected by damage to critical infrastructure resulting from tsunamis.

- B. Discounted Rate** – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates.
- C. Online Services – Use of Pictometry Connect Explorer™** – Pictometry's DRP includes the use of Connect Explorer for a term of ninety days from the date of delivery of the DRP imagery. Customer shall have access to the DRP imagery for as long as they maintain an active Connect account.

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SECTION B

LICENSE TERMS

PICTOMETRY DELIVERED CONTENT TERMS AND CONDITIONS OF USE

These Pictometry Delivered Content Terms and Conditions of Use (the "Delivered Content Terms and Conditions"), in combination with the corresponding Agreement into which these terms are incorporated, collectively set forth the terms and conditions that govern use of Delivered Content (as hereinafter defined) for use within computing environments operated by parties other than Pictometry. As used in the Delivered Content Terms and Conditions the terms "you" and "your" in uppercase or lowercase shall mean the Customer that entered into the Agreement into which the Delivered Content Terms and Conditions are incorporated.

1. DEFINITIONS

- 1.1 "Authorized Subdivision" means, if you are a county or a non-state consortium of counties, any political unit or subdivision located totally or substantially within your boundaries that you authorize to have access to Delivered Content pursuant to the Delivered Content Terms and Conditions.
- 1.2 "Authorized System" means a workstation or server that meets each of the following criteria (i) it is owned or leased by you or an Authorized Subdivision, (ii) it is located within and only accessible from facilities that are owned or leased by you or an Authorized Subdivision, and (iii) it is under the control of and may only be used by you or Authorized Subdivisions.
- 1.3 "Authorized User" means any employee of you or Authorized Subdivisions that is authorized by you to have access to the Delivered Content through an Authorized System.
- 1.4 "Delivered Content" means the images, metadata, data layers, models, reports and other geographic or structural visualizations or embodiments included in, provided with, or derived from the information delivered to you by or on behalf of Pictometry pursuant to the Agreement.
- 1.5 "Project Participant" means any employee or contractor of persons or entities performing services for compensation for you or an Authorized Subdivision that has been identified by written notice to Pictometry prior to being granted access to Delivered Content and, unless Pictometry expressly waives such requirement for any individual, has entered into a written agreement with Pictometry authorizing such access.

2. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 2.1 Subject to the terms and conditions of the Agreement, you are granted nonexclusive, nontransferable, limited rights to:
 - (a) install the Delivered Content on Authorized Systems;
 - (b) permit access and use of the Delivered Content through Authorized Systems by:
 - (i) Authorized Users for performance of public responsibilities of you or Authorized Subdivisions that are to be performed entirely within facilities of you or Authorized Subdivisions;
 - (ii) Project Participants under the supervision of Authorized Users for performance of tasks or preparation of materials using only hard copies (or jpg copies) of Delivered Content solely for fulfilling public responsibilities of you or Authorized Subdivisions to be performed entirely within facilities of you or Authorized Subdivisions; and
 - (iii) individual members of the public, but only through Authorized Users and solely for the purpose of making hard copies or jpg copies of images of individual properties or structures (but not bulk orders of multiple properties or structures) to the individual members of the public requesting them.
- 2.2 You may not reproduce, distribute or make derivative works based upon the Delivered Content in any medium, except as expressly permitted in the Delivered Content Terms and Conditions.
- 2.3 You may not offer any part of the Delivered Content for commercial resale or commercial redistribution in any medium.
- 2.4 You may not distribute or otherwise make available any Delivered Content to Google or its affiliates, either directly or indirectly.
- 2.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 2.6 You may not remove, alter or obscure copyright notices or other notices contained in the Delivered Content.
- 2.7 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in Delivered Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Delivered Content acquire any proprietary interest in the Delivered Content, or any copies thereof, except the limited use rights granted herein.

3. OBLIGATIONS OF CUSTOMER

- 3.1 **Geographic Data.** If available, you agree to provide to Pictometry geographic data in industry standard format (e.g., shape, DBF) including, but not limited to, digital elevation models, street centerline maps, tax parcel maps and centroids, which data, to the extent practicable, shall be incorporated into the Delivered Content. You agree that any of this data that is owned by you may be distributed and modified by Pictometry as part of its products and services, provided that at no time shall Pictometry claim ownership of that data.
- 3.2 **Notification.** You shall (a) notify Pictometry in writing of any claims or proceedings involving any of the Delivered Content within ten (10) days after you learn of the claim or proceeding, and (b) report promptly to Pictometry all claimed or suspected defects in Delivered Content.
- 3.3 **Authorized User Compliance.** You shall at all times be responsible for compliance by each Authorized User with the Delivered Content Terms and Conditions.
- 3.4 **Authorized Subdivision Compliance.** You shall at all times be responsible for compliance by each Authorized Subdivision with the Delivered Content Terms and Conditions.
- 3.5 **Project Participants.** Each notice to Pictometry identifying a potential Project Participant shall include a detailed description of the scope and nature of the Project Participants' planned work and the intended use of the Delivered Content in such work. Pictometry retains the right to restrict or revoke access to Delivered Content by any Project Participant who does not comply with the terms of the Delivered Content Terms and Conditions.

4. LICENSE DURATION; EFFECT OF TERMINATION

- 4.1 **Term.** The license granted to you in the Delivered Content Terms and Conditions is perpetual, subject to Pictometry's right to terminate the license in the event you do not pay in full the Fees specified elsewhere in the Agreement, the Agreement is terminated for any reason other than a breach of the Agreement by Pictometry, or as otherwise provided in the Agreement.
- 4.2 **Effect of Termination.** Upon termination of the license granted to you in the Delivered Content Terms and Conditions, you shall immediately cease all use of the Delivered Content, promptly purge all copies of the Delivered Content from all workstations and servers on which any of it may be stored or available at the time, and return hard drive/media containing Delivered Content to Pictometry.

5. TRADEMARKS; CONFIDENTIALITY

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

- 5.1 Use of Pictometry's Marks.** You agree not to attach any additional trademarks, trade names, logos or designations to any Delivered Content or to any copies of any Delivered Content without prior written approval from Pictometry. You may, however, include an appropriate government seal and your contact information so long as the seal and contact information in no way obscure or deface the Pictometry marks. You further agree that you will not use any Pictometry trademark, trade name, logo, or designation in connection with any product or service other than the Delivered Content. Your nonexclusive right to use Pictometry's trademarks, trade name, logos, and designations are coterminous with the license granted to you in the Delivered Content Terms.
- 5.2 Confidentiality of Delivered Content.** The Delivered Content consists of commercially valuable, proprietary products owned by Pictometry, the design and development of which reflect an investment of considerable time, effort, and money. The Delivered Content is treated by Pictometry as confidential and contains substantial trade secrets of Pictometry. You agree that you will not disclose, provide a copy of, or disseminate the Delivered Content (other than as expressly permitted in the Delivered Content Terms and Conditions) or any part thereof to any person in any manner or for any purpose inconsistent with the license granted to you in the Delivered Content Terms and Conditions. You agree to use your best efforts to assure that your personnel, and any others afforded access to the Delivered Content, protect the Delivered Content against unauthorized use, disclosure, copying, and dissemination, and that access to the Delivered Content and each part thereof will be strictly limited.

6. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES

- 6.1 Limited Warranties; Exclusive Remedy.** Pictometry warrants that the Delivered Content will contain true and usable copies of the designated imagery as of the date of capture. As the sole and exclusive remedy for any breach of the foregoing warranty, Pictometry shall use reasonable efforts to correct any deficiency that precludes use of the Delivered Content in the manner intended.
- 6.2 Disclaimer of Other Warranties.** Except as provided in Section 6.1, above, THE DELIVERED CONTENT IS PROVIDED TO YOU "AS IS" AND "WITH ALL FAULTS." PICTOMETRY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ACCURACY, ARE HEREBY DISCLAIMED AND EXCLUDED BY PICTOMETRY.
- 6.3 Limitation of Liability.** With respect to any other claims that you may have or assert against Pictometry on any matter relating to the Delivered Content, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry in payment for Delivered Content during the immediately preceding twenty-four (24) month period.

7. MISCELLANEOUS PROVISIONS

- 7.1 Restricted Rights.** Delivered Content acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable.
- 7.2 Governing Law.** 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.

[END OF DELIVERED CONTENT TERMS AND CONDITIONS]

SECTION B

LICENSE TERMS

PICTOMETRY SOFTWARE
LICENSE AGREEMENT

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT ("LICENSE") CAREFULLY BEFORE DOWNLOADING, INSTALLING OR USING THE SOFTWARE. BY USING THE SOFTWARE, YOU AGREE TO THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE.

1. **GENERAL.** The software ("Pictometry Software") and any written materials that accompany the software ("Documentation") in any media or form are licensed, not sold, to you by Pictometry International Corp. ("Pictometry") for use only under the terms of this license. Pictometry reserves all rights not expressly granted to you in this License.
2. **LICENSE.** Subject to the terms and conditions of this License, you are granted a limited, non-transferable, terminable, non-sublicensable, non-exclusive license to install and use the Pictometry Software and the Documentation (collectively, the "Proprietary Materials") solely for internal use. Use of the functionality provided by the Pictometry Software other than for your internal use is prohibited, except with the prior written approval of Pictometry. You may make one copy of the Pictometry Software in machine-readable form for backup purposes only; provided that the backup copy must include all copyright and other proprietary notices contained in the original. You will not and will not enable others to decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, create derivative works of, or tamper with or disable any security or monitoring features within the Pictometry Software. Any attempt to do so is a violation of the rights of Pictometry and its licensors.
3. **TITLE.** The Proprietary Materials are confidential information of, trade secrets of, and are proprietary to Pictometry. Title to the Proprietary Materials is and will remain in Pictometry and its licensors. All applicable rights to patents, copyrights, trademarks, trade secrets, and other intellectual property rights in the Proprietary Materials are and will remain in Pictometry and its licensors. You will not assert any right, title or interest in the Proprietary Materials provided to you under this License, except for the express license granted to you hereunder. You will not remove any copyright or other proprietary notice or legend contained on or included in any Proprietary Materials and you will reproduce all such information on all copies made hereunder. You will keep the Proprietary Materials free of all claims, liens and encumbrances.
4. **DISCLAIMERS OF WARRANTY.** USE OF THE PICTOMETRY SOFTWARE IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PICTOMETRY SOFTWARE IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. AND PICTOMETRY HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE PICTOMETRY SOFTWARE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. PICTOMETRY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN OR PROVIDED BY THE PICTOMETRY SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE PICTOMETRY SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PROPRIETARY MATERIALS WILL BE CORRECTED.
5. **LIMITATION OF LIABILITY.** IN NO EVENT WILL PICTOMETRY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE PICTOMETRY SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE), EVEN IF PICTOMETRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL PICTOMETRY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) CAUSED BY, ARISING OUT OF OR IN ANY WAY RELATED TO THE PICTOMETRY SOFTWARE EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
6. **TERMINATION.** This License will terminate automatically without notice from Pictometry if you fail to comply with any term of this License. Upon the termination of this License, you will cease all use of the Pictometry Software and destroy all copies, full or partial, of the Proprietary Materials.
7. **MISCELLANEOUS PROVISIONS.**
 - A. **Restricted Rights.** Pictometry Software acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable. Pictometry must be notified in advance of any license grants to United States federal governmental entities. The Pictometry Software is developed for general use in a variety of applications and is not developed or intended for use in any inherently dangerous applications or applications that could lead to property damage, personal injury or death. If you use the Pictometry Software in such applications, then you will be responsible for taking all appropriate fail-safe, backup, redundancy, and other measures to ensure the safe use of the Pictometry Software in such applications, including but not limited to, in any nuclear, aviation, mass transit, public safety or medical applications.
 - B. **Foreign Trade Restrictions.** The parties acknowledge that certain information, software technology, accompanying documentation and technical information may be subject to United States export control laws. You will not directly or indirectly export or re-export the Pictometry Software in violation of the Export Administration Regulations of the U.S. Department of Commerce.
 - C. **Governing Law.** This License will be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflict of laws principles.
 - D. **Assignment.** You may not assign this License without Pictometry's prior written consent. Any assignment in violation of this License will be null, void and of no force and effect. For all purposes under this License, any merger, consolidation, spin-off, acquisition or change-in-control will be deemed an assignment.
 - E. **Partial Invalidity; Survival.** If any provision of this License is held invalid or unenforceable by competent authority, that provision will be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it will then appear. The total invalidity or unenforceability of any particular provision of this License will not affect its other provisions and this License will be construed in all respects as if the invalid or unenforceable provision were omitted. The provisions of this License that by their nature would survive its termination will survive indefinitely.

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

- F. **Force Majeure.** Neither party will be liable for any costs or damages due to nonperformance under this License arising out of any cause not within the reasonable control of such party and without its fault or negligence. Neither party will be liable for any delay or failure in the performance of its obligations under this License that directly results from any failure of the other party to perform its obligations as set forth in this License.
- G. **Waiver.** No waiver of a breach of any term of this License will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this License. No failure on the part of a party to exercise, and no delay in exercising any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this License or the rights or obligations of any party hereunder.
- H. **Entire Agreement; Construction.** This License contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings regarding that subject matter. No amendment to or modification of this License will be binding unless in writing and signed by Pictometry. There are no representations, warranties, or obligations of any party not expressly contained herein. The headings in this License are for convenience only. They do not constitute a portion of this License and will not be used in any construction of it.

[END OF SOFTWARE LICENSE AGREEMENT]

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

SECTION C

NON-STANDARD TERMS AND CONDITIONS

WHEREAS, the Customer and Pictometry desire to enter into the Agreement with modified provisions, terms and conditions as provided herein; and

NOW THEREFORE, it is mutually agreed between the parties that the following provisions shall be incorporated into the Pictometry Agreement(s) specified above as if fully set forth therein.

A. Pictometry Delivered Content Terms and Conditions.

- i. 2.2.2 is modified by inserting a sentence that reads: For the term of this license, as may be renewed or extended from time to time, Customer may reproduce and distribute hard copies of Delivered Content for Customer's internal business purposes including tax assessment hearings and tax protest hearings and visual presentations of the Delivered Content used during governmental meetings.
- ii. 2.2.3 is modified by inserting a sentence that reads: Customer may charge its usual and customary charges for per page hard copies of Delivered Content that is made available for inspection pursuant to the New Mexico Inspection of Public Records Act, § 14-2-1, et seq., NMSA 1978.
- iii. 3.3.2 (Notification) is modified by inserting a sentence that reads: "Claims and proceedings" referred to in this provision do not include Customer's regular tax assessment hearings, tax protest hearings or regular governmental meetings.
- iv. 5.5.1 (Use of Pictometry's Marks) is modified by inserting the following:

With regard to Customer's reproduction and distribution of hard copies of Delivered Content for Customer's internal business purposes including tax assessment hearings and tax protest hearings and visual presentations of the Delivered Content used during governmental meetings, notwithstanding anything herein to the contrary, Customer is authorized to use the imagery being licensed from Pictometry as described in Section A, or portions thereof, ("Pictometry Content") less any measuring or analytical tools in publications related to projects that are being funded and managed by the Customer. In connection therewith, Customer shall ensure the Pictometry logo and date as displayed on the Pictometry Content remain visible and unobstructed on all images Customer reproduces or distributes, or, in the alternative, Customer shall include adjacent to and in close proximity with each Pictometry Content so reproduced or distributed a photo credit legible to a reasonable user without any technical or other visual aid a photo credit stating the following: Copyright Pictometry International Corp. All rights reserved.

- v. 5.5.2 (Confidentiality of Delivered Content) is modified by: Customer will keep confidential Pictometry's Delivered Content to the extent not prohibited by New Mexico Law and allowed by the New Mexico Inspection of Public Records Act, NMSA 1978, § 14-2-1 ("IPRA"). Should the Customer be required by New Mexico law to make available or produce Delivered Content in response to an IPRA request or a litigation request, the County will make a good faith effort to provide Pictometry no less than ten (10) business days' notice before producing any requested such Delivered Content so as to facilitate Pictometry taking legal action to prevent or limit the disclosure, production or inspection. Customer shall protect Pictometry Delivered Content from unauthorized use and disclosure by the observance of the same procedures as the Customer protects its own confidential and proprietary data and information, or as may be permitted under IPRA or New Mexico law.
- vi. 7.7.2 (Governing Law) the reference to "New York" is deleted and replaced with "New Mexico."
- vii. The following provisions are inserted under section 7 Miscellaneous Provisions 7.3, 7.4, 7.5, 7.6, 7.7 and 7.8 to read as follows:

7.3 Term. The term of this Pictometry Agreement shall commence on the date and year indicated above and terminate six (6) years from such date in the year 2022. There shall be no automatic renewal of the term of this Agreement.

7.4 New Mexico Tort Claims Act. No provision of this Pictometry Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by Customer Santa Fe County or the Santa Fe County Assessor, or their employees and agents at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

7.5 This Agreement shall remain in full force and effect, however commencement of the subsequent PROJECT shall be postponed until such time as Customer pays for sums due under the terms and conditions of this Agreement on any prior PROJECT, as modified by this Addendum.

7.6 Indemnification. Pictometry shall defend, indemnify, and hold harmless the Customer and its elected officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) arising out of or resulting from the acts, errors or omissions of Pictometry in the performance of this Agreement, except for injuries and damages caused by the negligence of the County. Pictometry agrees that the County shall participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County. If a conflict exists between the interests of the County and Pictometry in such demand, suit, or cause of action, the County may retain its own counsel to represent the County's interest. Pictometry's obligations under this provision shall not be limited by the provisions of any insurance policy Pictometry is required to maintain under this Agreement.

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

7.7 Customer Appropriations. Notwithstanding anything herein to the contrary, in the event that the funds due for subsequent PROJECTS and related deliverables under the terms and conditions of this Agreement are not lawfully appropriated, the following provisions shall apply:

- a. Customer shall provide Pictometry with written documentation of non-appropriation of funds from its funding source prior to commencement of a subsequent project;
- b. This Agreement shall remain in full force and effect, however commencement of the subsequent project shall be deemed postponed until such time as funds for the subsequent project have been appropriated and all other sums due under the terms and conditions of this Agreement have been paid by Customer. In the event that the postponement exceeds eighteen months, Pictometry reserves the right to terminate any and all obligations with respect to the postponed project and all subsequent projects included in this Agreement; and
- c. If Customer, or any party authorized under the terms and conditions of this Agreement to use the licensed products set forth in Section A, is in possession of licensed products for which Pictometry has not been fully compensated in accordance with the payment terms of this Agreement, Customer or such authorized party shall immediately cease use of those licensed products, purge those licensed products from all Customer and authorized party computers, and return those licensed products to Pictometry.

7.8 Insurance. Pictometry shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.

- a. General Liability Insurance, Including Aircraft and Automobile. Pictometry shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations including flyovers performed for the Customer by Pictometry; coverage for the use of all owned, non-owned, hired automobiles, vehicles, aircraft and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. The County of Santa Fe shall be a named additional insured on the policy.
- b. Workers Compensation Insurance. Pictometry shall comply with the provisions of the Workers' Compensation Act.

B. Pictometry Software License Agreement.

- i. Paragraph 2. LICENSE. is amended by adding the phrase "which shall include for Customer's business purposes, including tax assessment hearings and tax protest hearings and other governmental meetings and presentations" after the phrase "solely for internal use."
- ii. Paragraph 7. MISCELLANEOUS PROVISIONS. subpart C, reference to "New York" is deleted and replaced with "New Mexico."

IN WITNESS WHEREOF, the parties have duly executed this Addendum to the Pictometry Agreement as of the date first written above.

SANTA FE COUNTY

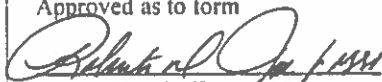

Miguel M. Chavez, Chair
Santa Fe Board of County Commissioners

ATTESTATION:


Geraldine Salazar
Santa Fe County Clerk



Approved as to form


Gregory S. Shaffer
Santa Fe County Attorney

9/22/16

Date

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

Finance Department

Carole H. Jaramillo
Carole H. Jaramillo
Finance Director

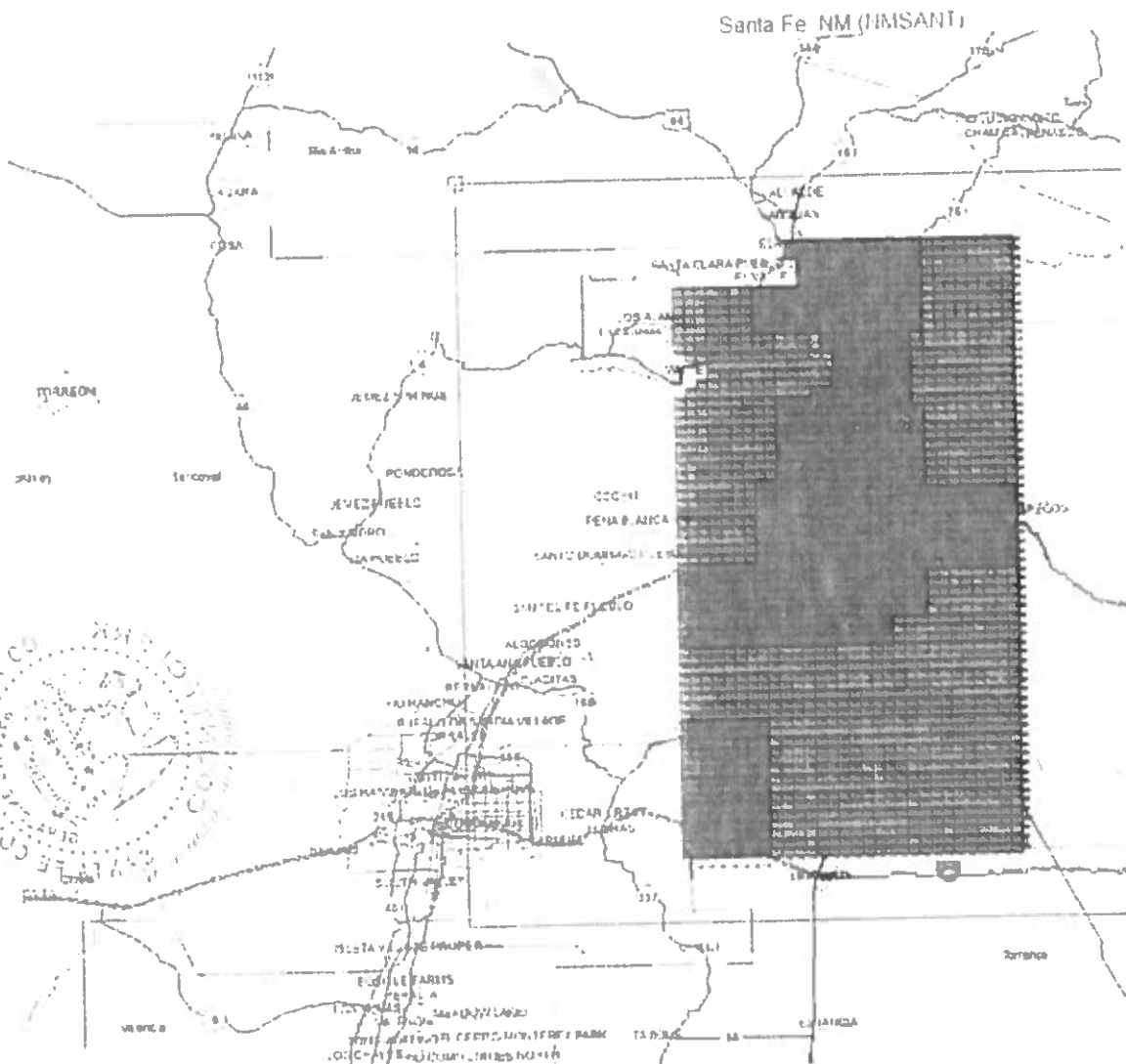
9/23/16
Date

PICTOMETRY INTERNATIONAL, CORP.

[Signature]
(Name and title)
World Science
Corporate VP & President

9/23/2016
Date

SECTOR MAP(S)



Community Sectors 1130 Neighborhood Sectors 817