

INTERLOCAL DIGITAL IMAGERY AGREEMENT BETWEEN SKAGIT COUNTY AND THE PUBLIC UTILITY DISTRICT NO.1 OF SKAGIT COUNTY

WHEREAS, Skagit County and Public Utility District No.1 of Skagit County are authorized to provide cooperative information services under the Interlocal Cooperative Act RCW 39.34; and

WHEREAS, Skagit County has entered into an Agreement (see Exhibit B) with Pictometry International Corporation, hereinafter referred to as "Pictometry", for the provision of certain licensed Pictometry products, encompassing, among others, specified aerial images of the County and all or portions of selected adjacent jurisdictions; and

WHEREAS, Section C.2 of the Agreement between Skagit County and Pictometry has a provision to allow Authorized Subdivisions and their personnel, "Authorized Users", to use licensed Pictometry products provided that the Authorized Subdivision follows the terms and conditions of the "Pictometry Delivered Content Terms And Conditions Of Use" (see Exhibit B) and has an Agreement with Skagit County; and

WHEREAS, Public Utility District No. 1 of Skagit County is listed as an Authorized Subdivision and has evaluated the Pictometry products and determined that those products would be beneficial to their operations; and

WHEREAS, Skagit County and Public Utility District No. 1 of Skagit County are interested in developing partnerships and working cooperatively with each other in order to reduce project costs and eliminate duplication of services; and

WHEREAS, the public will benefit from both the products received and the cost savings of such partnerships.

NOW, THEREFORE, Skagit County and Public Utility District No. 1 of Skagit County agree to the following:

1. PARTIES

This AGREEMENT is made and entered into by and between Public Utility District No. 1 of Skagit County, ("Agency") and Skagit County, Washington ("County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

Agency agrees to the terms of each service as set forth in this agreement, including:

- Exhibit A – Technical Imagery Services
- Exhibit B – Master Agreement between Pictometry International and the County
- Exhibit C – Statewide High-Resolution Imagery License Agreement

Copies of which are attached hereto and incorporated herein by this reference as if set forth herein.

2. TERM OF AGREEMENT

The term of this agreement shall be for two years from the date the Agency receives data from the County.

3. ADMINISTRATION

The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for the administration of this Agreement and for coordinating and monitoring performance under this Agreement.

County

Geoffrey Almvig - GIS Director
Skagit County GIS
1700 East College Way
Mount Vernon, WA 98273
Telephone: (360) 416-1131
Email: geoffa@co.skagit.wa.us

Agency

Cort Wilson – GIS/asset Program Lead
Public Utility District No. 1 of Skagit County
1415 Freeway Drive
Mount Vernon, WA 98273
Telephone: 360-848-4443
Email: wilson@skagitpud.org

4. TREATMENT OF ASSETS

No fixed or intangible assets or personal or real property will be jointly or cooperatively, acquired, held, or disposed of pursuant to this agreement.

The Pictometry products are licensed through Pictometry International and are subject to the provisions of the Master Agreement between Pictometry International and the County (see Exhibit B). The Agency is required to follow the terms and conditions of the "Pictometry Delivered Content Terms And Conditions Of Use" (see Exhibit B).

5. INDEMNIFICATION

Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the County by reason of entering into this contract except as expressly provided herein.

6. TERMINATION

Any party hereto may terminate this Agreement upon thirty (30) days' notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Upon termination of this Agreement, Agency will pay its appropriated share for all services rendered within the current payment period.

7. TERMINATION OF AGREEMENT – EVENTS OF DEFAULT

This Agreement may be immediately terminated without notice upon an event of default, which events of default include but are not limited to the following:

- a) The Agency wrongfully uses the data provided by the County per terms of this agreement including all attachments.
- b) The Agency sells, gives, leases, or loans access to the screens or the data contained therein to any person or in any way, directly or indirectly, allows copies to be made by any person without the express written approval of the County.
- c) The Agency uses a service to process information whose rated security classification is higher than the rated security classification of the service. Classification levels are described in Exhibit A. Each service described in Exhibit A will have a classification level assigned to it.
- d) The Agency intentionally performs an action that will result in damage to data, software or hardware used to perform services as described in this agreement including all attachments.
- e) The Agency provides access to confidential or proprietary information to unauthorized individuals, third parties, software programs or interfaces, without prior written permission of the County.
- f) The Agency intentionally or unintentionally bypasses, security controls, policies, processes, or policies which would allow or create the possibility of allowing unauthorized access to confidential or proprietary information.

8. CHANGES, MODIFICATION, AMENDMENTS, AND WAVERS

The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

9. PUBLIC DISCLOSURE

As a public agency, the County is bound by the Public Disclosure and Criminal Records laws as declared in Chapter 42.56 RCW, the Washington State Criminal Records Act, Chapter 10.97 RCW and other applicable state and federal laws.

Dissemination of data or information is the responsibility of the agency recording the data or information in accordance with this Agreement and Public Disclosure Act, Chapter 42.56 RCW, the Washington State Criminal Records Act, Chapter 10.97 RCW and other applicable state and federal laws. Other entities will not disclose data except through specific contracts, court orders or agreements with application and data owners.

Agency and the County agree that all records are owned by the Agency and maintained by the County for the exclusive benefit of the Agency. Nothing in this agreement is intended to create a situation where the County has Agency records in its possession or control for purposes other than maintenance and operation of this agreement. Agency agrees that it is solely responsible for responding to public records requests the County receives for Agency records held by the County pursuant to the Services subject to this agreement.

In the event County receives a public records request for Agency information or records covered under this agreement, County will immediately forward such request to Agency. Agency will assume all responsibility for the handling and response to the forwarded request and agrees to defend, indemnify

and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees, costs and penalties by reason of any and all claims and demands upon the County, its elected or appointed officials or employees related to any requests for Agency records covered under this agreement.

10. GENERAL SERVICE TERMS

10.1 Authorized Use

This agreement is intended for use by the Agency's authorized agents only. All accounts must be approved by the County.

10.2 The County may Prioritize Provision of Access

The County may limit, control or prioritize the access described herein to any extent necessary to prevent such from unreasonably disrupting the County's operations and to prevent excessive interference with other essential functions of the County and to the extent necessary to provide access to its public records by other members of the public.

This may include scheduled shutdowns for backups or maintenance and unscheduled shutdowns due to hardware or software malfunctions.

10.3 Software

Access to Pictometry imagery is through Pictometry's cloud-based application "Connect Explorer". A copy of the contract (C20160494) and amendment (A20200140 between Pictometry and the County is displayed in Exhibit B of this agreement and lists the terms of software/product use. These terms apply to both the County and the Agency. It is the responsibility of both the County and the Agencies to understand and follow the terms of use for Pictometry software and related products.

10.4 Agency Equipment Costs and Management

The Agency shall be responsible and liable for all costs incurred in the acquisition of equipment necessary to utilize Pictometry's software and products.

11. LIMITATION OF LIABILITY

11.1 Non-Conforming services

For any services which fail to conform to the specification(s) detailed in this Agreement and such failure is caused solely caused by the negligence of the County, the County's liability shall be limited to reimbursement of the quarterly charges in which the service(s) failed to conform.

If both parties are negligent, they agree to apportion between them the damage attributable to the actions of each. Agency is solely responsible for any damage caused in whole or in part by inaccurate or inadequate data, programs, or software furnished to the Agency by County.

Neither party will be liable for any failure to comply with or delay in performance of this Agreement where failure or delay is caused by or results from any events beyond its control, including but not limited to, fire, flood, earthquake, accident, civil disturbances, acts of any governmental entity, war, shortages, embargoes, strikes (other than those occurring in the workforce of the party claiming relief, or the workforces of its subcontractors), transportation delays, or acts of God.

11.2 Loss or Damage To Agency Supplied Data

For any loss or damage to Agency supplied data or programs due to negligence of the County, Agencies liability shall be limited to reasonable attempts by County to replacement or regenerate lost or damaged data from the County's supporting material. County shall limit reasonable attempts to restore information to 40 hours of staff time per incident per service.

11.3 Damage

Neither party will seek damages, either direct, consequential, or otherwise against the other in addition to the remedies stated herein.

11.4 Third Party Claims

In the event that either party is found liable for damages to third parties as a result of the performance of services under this Agreement, each party will be financially responsible for the portion of damages attributable to its own acts and responsibilities under this Agreement.

11. VENUE AND CHOICE OF LAW

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Skagit. This Agreement shall be governed by the law of the State of Washington.

12. PATENT/COPYRIGHT INFRINGEMENT

Agency will defend and indemnify the County from any claimed action, cause or demand brought against the County; to the extent such action is based on the claim that information supplied by the Agency infringes any patent or copyright. The Agency will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

- a) Agency shall be notified promptly in writing by County of any notice of such claim.
- b) Agency shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement is made, provided no reduction in performance or loss results to the County.

13. SEVERABILITY

In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

14. OWNERSHIP OF ITEMS PRODUCED

All writings, programs, data, public records or other materials prepared by the County and/or its consultants or subcontractors, in connection with performance of this Agreement shall be the sole and absolute property of the County.

All writings, programs, data, public records or other materials prepared by the Agency and/or its consultants or subcontractors, in connection with performance of this Agreement shall be the sole and absolute property

of the Agency. Vendors providing software, hardware or services shall retain all intellectual property rights for programs, documentation or other optional materials to County or Agency.

15. CONFIDENTIALITY

Proprietary or confidential information disclosed by either party to the other for the purposes of this Agreement, which is clearly so identified in writing as proprietary, shall be protected by the recipient in the same manner and to the same degree that the recipient protects its own proprietary information. Such information will be disclosed only to those employees of the recipient requiring access thereto in order to perform this Agreement. All information or data on the County network shall be treated as proprietary regardless of ownership.

The County has the right to refuse acceptance of proprietary or confidential information supplied by the Agency.

16. WAIVER

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No terms or conditions of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

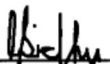
17. SURVIVAL

The provisions of paragraphs 5 (Indemnification), 7 (Termination), 11 (Venue and Choice of Law), 12 (Patent/Copywrite), 14 (Ownership of Items Produced), 15 (Confidentiality), 16 (Waiver), shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

18. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

- Public Utility District No.1 of Skagit County -



George Sidhu (Oct 30, 2020 14:11 PDT)

Title of Signatory General Manager

Date: 10-30-20

Print Name: George Sidhu, P.E.

MAILING ADDRESS:

Public Utility District No.1 of Skagit County
1415 Freeway Drive
Mount Vernon, WA 98273

DATED this 7 day of December, 2020.

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**

Ron Wesen

Ron Wesen, Chair

Kenneth A. Dahlstedt

Kenneth A. Dahlstedt, Commissioner

Lisa Janicki

Lisa Janicki, Commissioner

Attest:

Amber Epps
Clerk of the Board

For contracts under \$5,000:
Authorization per Resolution R20030146

Recommended:

Geoff Alnwig
Department Head

County Administrator

Approved as to form:

M. Mello 11.23.2020
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Jim Holt
Risk Manager

Approved as to budget:

Lisika Logue
Budget & Finance Director

Exhibit A – Technical Imagery Services

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LIST OF IMAGERY PRODUCTS AND SERVICES

AERIAL IMAGERY SERVICE

This contract provides partnering agencies with a list of imagery products and services that are available to them through the County's procurement and partnership arrangement with Eagle View (Pictometry). The available products and services include:

- Pictometry Aerial Imagery
- Pictometry Connect Explorer (Optional Purchase)
- Pictometry Building Footprints (Optional Purchase)
- Professional Imagery Support Services (Optional Purchase)
- State Contracted Hexagon Aerial Imagery

Some of the above products are offered as an optional purchase; meaning, that the partnering Agency has the option to purchase the product or service. For more information on these options and services, please see section 1 DEFINITIONS and Section 8 SERVICE FEES.

1. DEFINITIONS

1.1 Pictometry and EagleView

Pictometry is a company that was originally formed in the mid 1990's. In 2013, Pictometry merged with EagleView Technologies, creating a business focused on developing progressive imagery-based technology. Throughout this contract, the company and image technology will generically be referred to as "Pictometry" since most people identify with this technology (5-way viewing) as Pictometry.

1.2 Pictometry Aerial Imagery (Required Purchase)

In the spring of 2021, Pictometry will send planes to the northwest to capture county-wide aerial imagery. Ideally, the imagery will be collected in the March/April time frame; however, this is weather dependent and sometimes flights are completed in May or June. The imagery is captured in both orthographic (straight down) and oblique (side view) directions. Cities are shot at 2-inch resolution while the rural county is shot at 9-inch resolution. The raw imagery can be provided to partner agencies on disk drives supplied by the Agency or the imagery can be accessed online through Pictometry Connect Explorer using a license login (see Section 1.4 for more information). The participating Agency is required to purchase the imagery, but the Pictometry Connect Explorer licenses are optional. Raw imagery can be viewed within ArcGIS Desktop (a purchased product) using the "no-cost" Pictometry plug-in.

1.3 State Contracted High-Resolution Aerial Imagery (Included Product)

Washington State has coordinated a State level agreement with Hexagon which is the same company that flies the National Agriculture Imagery Program (NAIP) imagery every year. The County is a current partner in the State Imagery program and, as such, has the ability to share the imagery with partners in this agreement who are State approved. This is contingent upon the County being able to continue to purchase the imagery in this program. If available, this is added value to the County's Digital Imagery Partnership Program.

Access to the imagery shall be provided by the County as a digital copy download. The imagery has one-foot resolution (Color and NIR) for the entire county and six-inch imagery in the urban areas flown every other year. The county wide one-foot imagery was last flown in 2019 and will be flown again in late summer of 2021. This imagery may not be available until 2022 due to processing time. The urban areas were flown in 2020 and will not be flown again till 2022. Partners who receive this data are required to follow the rules specified in Exhibit C

1.4 Pictometry Connect Explorer (Optional Purchase)

Pictometry Connect Explorer (optional purchase) is a web-based application that enables users to view and analyze Pictometry imagery. The application is hosted by Pictometry and displays both orthographic (straight down) and oblique (shot from the side) images and provides tools to measure distance, area, height, and elevation on oblique images and overlay GIS data. Connect Explorer is available to authorized users who have a license and it can be accessed from any web browser on a computer or mobile device. The exception to Connect Explorer access is with partners who are private companies. In these cases, these partners will need to work directly with Pictometry to have access to Connect Explorer.

1.5 Pictometry Building Footprints (Optional Purchase)

The County provides the option for partnering agencies to receive a GIS file of building footprints. Pictometry efficiently digitizes (traces) building that are 150 square feet and greater. Agencies requesting the capture of this information for their jurisdiction shall pay for this information as specified in Section 6.3.

1.6 Professional Imagery Support Services (Optional Purchase)

The County provides one hour of complimentary support; however, if the Agency should require additional Pictometry related support, they may make a request to the County for such support. Additional support shall be provided on a time and materials fee structure. For more information regarding this optional service, see Section 6.4.

2. COUNTY RESPONSIBILITIES

Upon completion of the image acquisition and signed Interlocal Agreement with the County, the County agrees to furnish the Agency the following products and services:

2.1 Data Delivery

Delivery of a portable disk drive containing all the licensed Pictometry products which shall include the image library. Additionally, the County shall provide SID files of the State Contracted High-Resolution Aerial Imagery when it is available. The Agency shall provide the portable disk drive as specified in Section 3.4 of this Agreement.

2.2 Complementary Support

The County shall provide one hour of telephone technical support to help resolve issues and problems in the installation, maintenance, and use of licensed products provided herewith.

2.3 Pictometry Training

The County shall organize an end-user orientation training session which will be taught by Pictometry. The Agency may designate two authorized representatives to attend the training session. In addition, the County may organize one advanced user technical training session. The Agency may designate one authorized representative to attend this session.

2.4 Financial Management

The County shall provide annual billing for the use of licensed Pictometry products. This also includes oversight of the financial accounting between the County and Authorized Subdivisions.

2.5 Professional Support Services

The County may provide professional support services beyond the aforementioned requirements for training, technical support, product development, providing historic (2007, 2009, 2011 2013, 2015, 2017, and 2019) Pictometry imagery or other services that are related to the support of Pictometry products. These extended services shall require a Work Order and financial compensation as specified in Section 6.4.

2.6 Pictometry Connect Explorer

The County may provide Connect Explorer licenses to authorized partners. Access to these licenses are paid annually. License packages are provided by Pictometry in 50 and 100 license packs and the County will divide the licenses between Tier 1 and Tier 2 partners at a per license price as further defined in Section.6.2. Not applicable for private companies (see Section 1.4).

2.7 Pictometry Building Footprints

The County shall provide an Esri shape file of building footprints to agencies who have requested the building footprint service for areas outside of rural Skagit County. For more information on building footprints, see Section 6.3.

3. AGENCY RESPONSIBILITIES

Upon execution of the signed Interlocal Agreement with the County, the Agency agrees to the following:

3.1 Comply with Agreement Terms and Conditions

The Agency shall comply with this Interlocal Agreement and the terms and conditions of the Master Agreement between Pictometry International and the County (Exhibit B), State Contracted High-Resolution Imagery License Agreement (Exhibit C), and Pictometry Connect Explorer license agreement (online click through EULA).

3.2 Liaison Assignment

The Agency shall designate one employee as a liaison between the County and the Agency as a single point of contact for technical support, training, work requests, and disseminating information to the Agency's end users. The designated Liaison and their contact information shall be reported to the County.

3.3 Liaison Role

Authorized users of the Agency shall direct all questions, requests, and other technical matters to the Agency's Liaison.

3.4 Disk Drive for Data Transfer

The Agency shall provide a portable disk drive, large enough to hold all the data (~ 1 Tb in size), to the County so that Pictometry and the State Contracted High-Resolution Imagery products can be loaded and delivered to the Agency.

3.5 Agency Distribution of Pictometry

The Liaison or their Designee shall distribute the Pictometry and the State Contracted High-Resolution Imagery products to the Agency authorized users in accordance with this Agreement, Pictometry Master License Agreement Exhibit B), the State Contracted High-Resolution Imagery License Agreement (Exhibit C), and Pictometry Connect Explorer license agreement (online click through EULA).

3.6 Internal Agency Training

The Agency is responsible for providing Pictometry training and technical support to their internal Authorized Users. The Agency is also responsible for ensuring that their Authorized Users understand the terms and conditions of this Agreement, Pictometry Master License Agreement (Exhibit B), the State Contracted High-Resolution Imagery License Agreement (Exhibit C), and Pictometry Connect Explorer license agreement (online click through EULA).

3.7 Use of Pictometry Products by Contractors

Pictometry will allow, under certain conditions, the Agency to provide Pictometry products to contractors that are performing services to the Agency for compensation. These conditions are described in Schedule B, Sections 1, 2, and 3, of the Master Agreement between Pictometry International and the County (see Exhibit B). The Agency is responsible for adhering to Pictometry's terms and conditions of the Master Agreement between Pictometry International and the County (Exhibit B).

3.8 Use of Pictometry Products

The Agency is responsible for adhering to Pictometry's terms and conditions of the Master Agreement between Pictometry International and the County (Exhibit B). In addition to the Pictometry products, the Agency is responsible for monitoring the use of Pictometry Connect Explorer licenses, if applicable. These licenses are only to be used by the Agency's authorized personnel. The Agency does not have the authority to allow anyone outside the Agency to use Pictometry Connect Explorer licenses.

3.9 Use of State Contracted High-Resolution Imagery Products

The Agency is responsible for adhering to the terms and conditions of the State Contracted High-Resolution Imagery License Agreement (Exhibit C).

3.10 Special Situations

There may be situations where internal software used by the Agency may have the ability to access Pictometry imagery outside of using the ArcGIS Plugin or Pictometry Connect Explorer application. In these situations, it is up to the Agency to purchase, install, maintain, and support this software. Additionally, the Agency is responsible for adhering to Pictometry's terms and conditions of the Master Agreement between Pictometry International and the County (Exhibit B).

4. SERVICE CONDITIONS

4.1 Acceptance of Completed Work

The County's Master Agreement with Pictometry is currently scheduled for image acquisition between March and April (leaf-off tree condition to insure more visibility) of 2021. However, this is contingent upon weather conditions. There is a possibility that the image acquisition may occur at a later date. Once the image acquisition is complete and the County has received and approved the Pictometry products, a copy of the Pictometry products shall be created on a portable disk drive, provided by the Agency, and delivered to Agency for final inspection. The Agency has ten (10) calendar days to inspect the product and notify, in writing, the County of any product errors, omissions, flaws, or incomplete work. If no errors are brought to the attention of the County within ten (10) calendar days, the product acceptance and delivery shall be considered complete.

4.2 Hours of Support

The County will give support from the Hours of 8:00 AM to 4:00PM Monday through Friday, excluding scheduled County holidays. Problem resolution shall be done during normal business hours unless it has been previously coordinated and approved by the County.

4.3 Confidential and Proprietary Information

The Agency acknowledges that they are a public agency and as such are required to allow members of the public access to certain materials within the Agency's control or possession. In the event the Agency receives a public records request for Pictometry's intellectual property, as defined in the Master Agreement between Pictometry International and Skagit County (Exhibit B) in Section B under subsection 5.2 (Confidentiality of Delivered Content), within five (5) business days of receiving such request and prior to providing any materials to the Requestor, the Agency will notify both the County and Pictometry of such request for information and will make attempts to provide Pictometry with adequate time to seek a protective order under applicable law. In the event of a request for public records, nothing in this Agreement shall prevent nor hinder the Agency from fully complying with the Washington state Public Records Act.

4.4 No Joint Venture or Partnership

It is understood and agreed that this Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

5. DATA LIMITATIONS

5.1 Product Archival and Retention

The County is not responsible for the backup, retention, or archive of products provided to Agency. It is the Agency's responsibility to maintain hard copy and digital records in accordance with Public Records Laws (RCW, 40.14 and WAC, Section 434). In the event that the Agency requests from the County another copy of the Pictometry products, the County shall be financially compensated for their actual costs to create and deliver an additional copy of the Pictometry products.

5.2 Data Limitations

The County makes no warranty, expressed or implied, concerning products provided by the County or Pictometry including the content, accuracy, currency or completeness, or concerning the results to be obtained from queries or use of the data. All products are expressly provided as is and with all faults. The County makes no warranty of fitness for a particular purpose, and no representation as to the quality of any products supplied to the Agency. No employee or agent of the County or the Agency is authorized nor may waive or modify this paragraph.

5.3 Spatial Accuracy

Electronic spatial data can be printed or represented at various scales other than the original source of the data. The Agency is responsible for adhering to industry standard mapping practices, which specify that data utilized in a map or analysis, separately or in combination with other data, will be produced at the largest scale common to all data sets. For example, the Skagit County tax parcel data has an accuracy level of +/- 300 feet; whereas Pictometry imagery may have an accuracy of 15 feet or less. Overlaying these two datasets will potentially show significant shift in the data providing a false geographic representation.

6. SERVICE FEES (REQUIRED AND OPTIONAL)

With Pictometry's approval, the County is making Pictometry products available to Authorized Users as defined in the contract C20160494 (Exhibit B) between Skagit County and Pictometry. The Agency is listed as an Authorized Subdivision and therefore is eligible to purchase Pictometry products from the County. There are three areas of potential cost within this Agreement. They include:

6.1 Pictometry Aerial Imagery (Required Purchase)

This item covers the cost of the aerial image acquisition and the ArcGIS Plug-in software to view the imagery and make measurements from the imagery. These are required fees that must be paid by the Agency.

Imagery Costs: A two tier fee structure has been established to provide a simple and equitable cost plan for the purchase of Pictometry products for all Authorized Subdivisions. Tier one agencies are those agencies that have county-wide responsibilities. The costs for tier one agencies are \$7,500 per year for a total of \$15,000 (does not include tax) over the term of this Agreement (2-year term). The tier two agencies are those agencies that have city-wide responsibilities. The cost for tier two agencies is \$5,000 per year for a total of \$10,000 (does not include tax) over the term of this Agreement (2-year term). The Agency is considered a tier one Agency and therefore shall pay a total of \$15,000 for a two-year license of Pictometry products. The Pictometry Product Flight Fees may also include access to the State Contracted High-Resolution Imagery (see Section 1.3) at no extra cost. Fees do not include sales tax in the pricing unless otherwise specified.

6.2 Pictometry Connect Explorer Licenses Fees (Optional Product)

Pictometry provides several ways to access the aerial image library. These include the ArcGIS Pictometry Plug-in (ArcGIS software required) and Pictometry Connect Explorer. The ArcGIS Plugin is included with the Pictometry Aerial Imagery whereas Pictometry Connect Explorer is an additional cost. Pictometry Connect is accessed through a web browser or mobile application and gives the user the ability to access the image library anywhere they have an internet

connection. Since this software is hosted by Pictometry, there is no need to install any software. This is the most flexible option provided by Pictometry to access the aerial imagery; however, there is an additional cost for this service. Partners who are private companies must acquire Connect Explorer licenses directly from Pictometry. The County is not contractually allowed to provide licenses to partners who are private companies.

The Connect Explorer service also provides direct access to several County geospatial data sets. These currently include road centerlines, tax parcels, tax points (pnumbers), major utilities, water bodies, city limits, water courses, county structures, points of interest, address labels, and trails.

Since this service is accessed through a Pictometry server and not a County server, service can go down without the County knowing. Scheduled down-times will be shared with partner agencies when they are provided to the County.

License Cost: Pictometry Connect Explorer licenses are concurrent, and organizations can have up to 5 times as many accounts set up as concurrent licenses. The Agency will annually notify the County how many licenses they desire to purchase; if any. The cost for each license is \$48 per year which includes sales tax. The County will send out annual invoices for the agreed upon number of licenses and provide the Agency with an Administration license account for their sub-organization. As stated in Section 2.6, License packages are provided by Pictometry in 50 and 100 license packs and the County divides the licenses between Tier 1 and Tier 2 partners at a per license price. If an Agency requests requires more licenses than are available in the current license pool, the agency will be required to pay the additional license package cost until other agencies also require more licenses.

Service Availability: Pictometry Connect Explorer is a web-based application hosted by Pictometry. The County is not responsible for any Pictometry Connect Explorer service outages (scheduled maintenance, software and hardware upgrades, system failures, and emergency maintenance). If there are problems with Pictometry Connect Explorer, the Agency shall contact the County and the County shall notify the application vendor.

License Terms and Conditions: Each Agency organization who use this software will have to agree to the online terms and conditions for using Pictometry Connect Explorer when they first begin using the service (see online EULA). In addition, the Agency will be solely responsible to maintain the user license accounts for their individual organization. If the Agency chooses not to purchase Pictometry Connect Explorer licenses, they can still access the aerial image library using the ArcGIS Plugin, but this does require the Agency to have a license of ArcGIS. The Pictometry Connect service will be turned off when the contract reaches its end date or if the contract is terminated.

6.3 Pictometry Building Footprints (Optional Product)

The County provides the option for partnering agencies to purchase building footprints for their jurisdiction if not already covered by the County. Buildings that are 150 square feet and greater are digitized and provided as an ESRI shapefile format. Agencies requesting this information shall pay for this information as an optional product. The cost for this service is dependent on the size of the area being requested.

The Agency has notified the County that it is not interested in obtaining Pictometry Building Footprints.

6.4 Professional Support Services (Optional Product)

The County provides one hour of complimentary support; however, if the Agency should require additional Pictometry related support they may make a request to the County for such support. Additional support shall be provided on a time and materials fee structure. Professional support services may include additional training, technical support, product development, providing historic (2007, 2009, 2011, 2013, 2015, 2017, and 2019) Pictometry imagery, or other service that is related to the support of Pictometry products.

Service Rates: are based on actual costs for services not fixed rates. Actual costs include overtime salary, benefits, and material costs. Overtime salary may be used instead of straight time salary since all extended service work will be

completed outside of the County's 40-hour work week. County employees are paid at different rates depending on their job classification and seniority. The County shall assign personnel to the project based on the complexity of the task and resource availability. All efforts shall be made by the County to minimize costs to the Agency where possible. Labor rates may also change due to natural step increases or unexpected changes outside the County's budget process, such as, union negotiations, change in personnel, change in County employee's salary and benefits, or other unexpected costs. If requested, the County will make available to the Agency a copy of the detailed expense report generated from the County's financial system.

Work Orders: All Professional support services shall require a signed Work Order prior to any work being completed for the Agency. The Work Order shall fully specify the services and deliverables to be provided. The Work Order shall also indicate the estimated cost and any other additional terms and conditions applicable to the service. The work estimates may not reflect the actual cost to complete the Work Order. The County will promptly inform Agency if actual costs will exceed the Work Order estimate by more than 20%. Work will commence only after both the Work Order has been agreed to and approved by Agency.

Time Tracking and Reporting: County will track employee, time, and cost for each unique issue or work request. The Agency may inquire as to the status of any outstanding requests. The Agency acknowledges that the County may give priority to completing its tasks and work assignments as a Skagit County department and the Agency understands that its Work Order may be interrupted and delayed due to other County business. It shall be County's responsibility to track and document each task so that the Agency has a clear understanding of the status of each request or task.

Overhead Costs: The County has an objective to ensure all costs of services provided to partner agencies are billed in full, including an indirect cost rate to cover overhead. The rate for the provided services is set at 15.6% for 2020. Invoices sent to the Agency shall include the salary and benefits, materials, and a 15.6% overhead cost. The overhead percentage shall be applied to the salary and benefits portion of the invoice. The rate may change periodically as new adjustments are applied and this Agreement shall use whatever is most current at the time of invoicing.

7. PAYMENT DATES

The total cost of this 2-year agreement is divided into two payments. The first payment is due one month after the Agency has received the Pictometry products. Typically, this occurs within the month of August. The second payment is due no later than one year after the first payment due date.

8. INVOICES AND LATE PAYMENTS

The County will invoice THE Agency when products are delivered and accepted. Payment is due upon receipt of invoice by Agency and becomes delinquent 30 days thereafter. A late payment charge may be applied to any remaining balance 60 days after invoice. Late payment charges, if any, will be imposed on the unpaid balance at the rate of 1% per month.

9. DISPUTES

The Agency will promptly notify the County of disputes regarding invoices, or of services which the Agency believes do not conform to the agreed upon terms of this Agreement.

10. PAYMENT OF TAXES

Taxes are not included in the prices listed in this agreement unless otherwise specified (i.e. Connect Explorer licenses do include sales taxes).

11. TOTAL CONTRACT COST

The following are the costs of this agreement:

- Pictometry Imagery: The Agency is considered a tier one agency and therefore shall pay a total of \$15,000 (two \$7,500 payments) plus tax for a two-year license of Pictometry products. The first payment will be due in 2021 and the second payment will be due in 2022. Or, the Agency may pay the full payment in 2021. State Contracted High-Resolution Imagery may be Included with the Pictometry imagery.
- Pictometry Connect Explorer: The Agency has requested 10 Pictometry Connect Explorer licenses at a cost of \$48 per license per year (tax is already included in this price). For 2021, the Agency will pay \$480 for these licenses. For 2022, the number of licenses may change depending on the Agencies need.
- Pictometry Building Footprints: The Agency has elected not to purchase building footprints.

Exhibit B – Master Agreement between Pictometry International and the County

EXHIBIT B - MASTER AGREEMENT BETWEEN PICTOMETRY INTERNATIONAL AND THE COUNTY

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

**AGREEMENT BETWEEN
PICTOMETRY INTERNATIONAL CORP. ("PICTOMETRY") AND
SKAGIT COUNTY, WA ("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:

SKAGIT COUNTY
Contract # C20160494
Page 1 of 15

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 (applicable to Open Market items only)

(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
1800 Continental Place	25 Methodist Hill Drive
Mount Vernon, WA 98273	Rochester, NY 14623
Attn: Joshua Greenberg, GIS	Attn: Contract Administration
Phone: (360) 416-1136 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

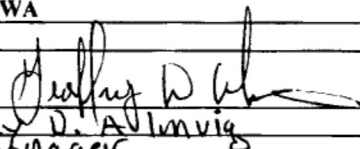
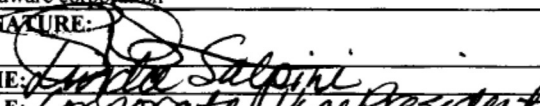
GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N ("SCHEDULE")

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
SKAGIT COUNTY, WA	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware corporation
SIGNATURE: 	SIGNATURE: 
NAME: Geoffrey D. Almvig	NAME: Linda Salpini
TITLE: GIS Manager	TITLE: Corporate Vice President
DATE: 11/08/2016	EXECUTION DATE: 11/3/16
	DATE OF RECEIPT (EFFECTIVE DATE):

See attached page for County authorization.

DATED this 5 day of December, 2016.

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**

ABSENT

Lisa Janicki, Chair

Ron Wesen

Ron Wesen, Commissioner

Kenneth A. Dahlstedt

Kenneth A. Dahlstedt, Commissioner

Attest:

Amber Epp

Clerk of the Board

For contracts under \$5,000:
Authorization per Resolution R20030146

Recommended:

[Signature]

Department Head

County Administrator

Approved as to form:

[Signature]

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

[Signature]

Risk Manager

Approved as to budget:

[Signature]

Budget & Finance Director

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 #
C184302

BILL TO
Skagit County, WA
Joshua Greenberg, GIS
1800 Continental Place
Mount Vernon, WA 98273
(360) 416-1136
joshg@co.skagit.wa.us

SHIP TO
Skagit County, WA
Joshua Greenberg, GIS
1800 Continental Place
Mount Vernon, WA 98273
(360) 416-1136
joshg@co.skagit.wa.us

CUSTOMER ID	SALES REP	FREQUENCY OF PROJECT
A118219	pcani	Biennial

US GSA CONTRACT NO.	35F-0801N
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FIRST PROJECT					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	SALES PRICE	DISCOUNT PRICE (%)	TOTAL PRICE¹
927	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%) Long-Term Incentive Discount	\$61,552.80
129	IMAGERY - 4in, 5-way, OCB (N5) Per Sector	Product includes 4-inch GSD color balanced oblique frame images (4-way), 4-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.32 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.33 feet/pixel, Middle Line: 0.36 feet/pixel, Back Line: 0.44 feet/pixel.	\$416.00	\$345.28 (17.0%) Long-Term Incentive Discount	\$44,541.12
927	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%)	\$4,635.00
129	Tiles - Standard (4in GSD; JPG format) Per Sector*	Available with corresponding 3" GSD or 4" GSD imagery purchase. 4-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%)	\$1,290.00
1	FutureView Advanced Training (Conference Only)*	Conference registration to advanced training designed to maximize deployment. Includes event registration (no airfare or hotel). Must be redeemed within three years of agreement execution date. Applicable Terms and Conditions: Order Form	\$699.00		\$699.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER*	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	\$199.00		\$199.00
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	\$0.00		\$0.00

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

		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.			
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
SUBTOTAL - Flight Number (Ordinal)					\$112,916.92

SECOND PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	SALES PRICE	DISCOUNT PRICE (%)	TOTAL PRICE ¹
927	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	\$70.40 (12.0%) Long-Term Incentive Discount	\$65,260.80
129	IMAGERY - 4in, 5-way, OCB (N5) Per Sector	Product includes 4-inch GSD color balanced oblique frame images (4-way), 4-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.32 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.33 feet/pixel, Middle Line: 0.36 feet/pixel, Back Line: 0.44 feet/pixel.	\$416.00	\$366.08 (12.0%) Long-Term Incentive Discount	\$47,224.32
927	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%)	\$4,635.00
129	Tiles - Standard (4in GSD; JPG format) Per Sector*	Available with corresponding 3" GSD or 4" GSD imagery purchase. 4-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%)	\$1,290.00
1	FutureView Advanced Training (Conference Only)*	Conference registration to advanced training designed to maximize deployment. Includes event registration (no airfare or hotel). Must be redeemed within three years of agreement execution date. Applicable Terms and Conditions: Order Form	\$699.00		\$699.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER*	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	\$199.00		\$199.00
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

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

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
SUBTOTAL - Flight Number (Ordinal)					\$119,308.12

THIRD PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	SALES PRICE	DISCOUNT PRICE (%)	TOTAL PRICE ¹
927	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%) Long-Term Incentive Discount	\$68,968.80
129	IMAGERY - 4in, 5-way, OCB (N5) Per Sector	Product includes 4-inch GSD color balanced oblique frame images (4-way), 4-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.32 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.33 feet/pixel, Middle Line: 0.36 feet/pixel, Back Line: 0.44 feet/pixel.	\$416.00	\$386.88 (7.0%) Long-Term Incentive Discount	\$49,907.52
927	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%)	\$4,635.00
129	Tiles - Standard (4in GSD; JPG format) Per Sector*	Available with corresponding 3" GSD or 4" GSD imagery purchase. 4-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%)	\$1,290.00
1	FutureView Advanced Training (Conference Only)*	Conference registration to advanced training designed to maximize deployment. Includes event registration (no airfare or hotel). Must be redeemed within three years of agreement execution date. Applicable Terms and Conditions: Order Form	\$699.00		\$699.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER*	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	\$199.00		\$199.00
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

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

SUBTOTAL – Flight Number (Ordinal) | \$125,699.32

Thank you for choosing Pictometry as your service provider. <small>*Amount per product = ((1-Discout %) * Qty * List Price)</small>	TOTAL	\$357,924.36
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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 On or Before January 1, 2017	\$29,827.03
Due at Initial Shipment of Imagery	\$29,827.03
Due at First Anniversary of Shipment of Imagery	\$59,654.06
Total Payments	\$119,308.12

SECOND PROJECT

Due at Initial Shipment of Imagery	\$59,654.06
Due at First Anniversary of Shipment of Imagery	\$59,654.06
Total Payments	\$119,308.12

THIRD PROJECT

Due at Initial Shipment of Imagery	\$59,654.06
Due at First Anniversary of Shipment of Imagery	\$59,654.06
Total Payments	\$119,308.12

PRODUCT PARAMETERS

FIRST PROJECT

IMAGERY

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

Product:	IMAGERY - 4in, 5-way, OCB (N5) Per Sector
<i>Elevation Source:</i>	USGS
<i>Leaf:</i>	Leaf Off: Less than 30% leaf cover

SECOND PROJECT

IMAGERY

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

Product:	IMAGERY - 4in, 5-way, OCB (N5) Per Sector
<i>Elevation Source:</i>	USGS

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

Leaf:

Leaf Off: Less than 30% leaf cover

THIRD PROJECT IMAGERY

Product:

IMAGERY - 9in, 5-way, OCB (C5) Per Sector

Elevation Source:

USGS

Leaf:

Leaf Off: Less than 30% leaf cover

Product:

IMAGERY - 4in, 5-way, OCB (N5) Per Sector

Elevation Source:

USGS

Leaf:

Leaf Off: Less than 30% leaf cover

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 cutlines 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 tornados 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.
 - 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, tornados 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.

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

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]

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

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-sublicenseable, 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

1. Notwithstanding anything herein to the contrary, in the event that the funds due for the subsequent Project 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 the 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

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.

2. Notwithstanding anything set forth to the contrary in this Agreement, the following entities shall also be deemed Authorized Subdivisions and their personnel shall be deemed Authorized Users under the terms and conditions of the Pictometry Delivered Content Terms and Conditions of Use:

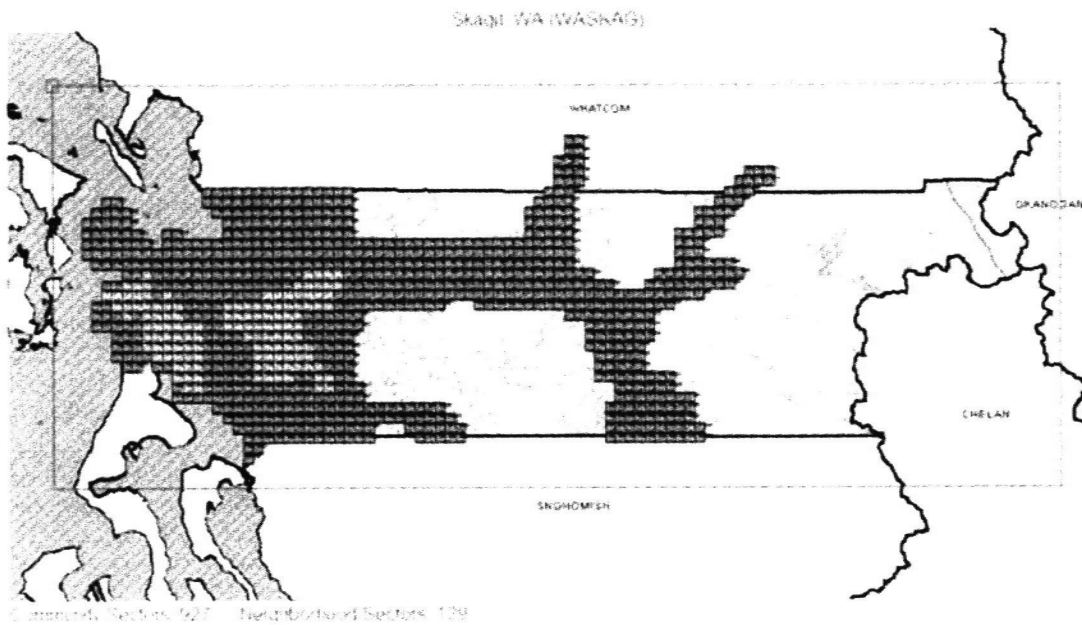
- Port of Anacortes
- City of Burlington
- Mount Vernon
- Port of Skagit
- Swinomish Tribe
- PUD – Public Utility District
- SRSC - Skagit River System Cooperative
- City of Sedro Woolley
- Skagit 911 (in the event they become a partner with the Customer)

3. Puget Sound Energy ("PSE") will also be granted access to the imagery identified herein through a separate Connect Account upon PSE entering into a Connect License Agreement satisfactory in form to Pictometry. Each term is a consecutive two (2) year period. There are three (3) (or more in the event a Project is postponed) two (2) years terms that coincide with the Projects stated herein. Term commences on date of activation. Activation will occur upon Pictometry's receipt of a fully executed Connect License Agreement. A new Connect License Agreement will have to be entered into by PSE upon the expiration of each term and is contingent upon Pictometry's receipt of the same.

[END OF NON-STANDARD TERMS AND CONDITIONS]

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

SECTOR MAP(S)





CERTIFICATE OF LIABILITY INSURANCE

4/1/2017

DATE (MM/DD/YYYY)

4/1/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Insurance Brokers, LLC CA License #OF15767 Two Embarcadero Center, Suite 1700 San Francisco CA 94111 (415) 568-4000	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER B : Chubb Indemnity Insurance Company</td> <td>12777</td> </tr> <tr> <td>INSURER C : Columbia Casualty Company</td> <td>31127</td> </tr> <tr> <td>INSURER D : Great Northern Insurance Company</td> <td>20303</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Federal Insurance Company	20281	INSURER B : Chubb Indemnity Insurance Company	12777	INSURER C : Columbia Casualty Company	31127	INSURER D : Great Northern Insurance Company	20303	INSURER E :		INSURER F :
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INSURER E :														
INSURER F :														
INSURED 1364617 EagleView Technology Corporation Eagle View Technologies, Inc. Pictometry International Corp. 25 Methodist Hill Drive Rochester NY 14623														

COVERAGES PICTO-1 **CERTIFICATE NUMBER:** 12251380 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER: _____	Y	N	3589-3989	4/1/2016	6/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	(16) 9947-3477	4/1/2016	6/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____	Y	N	7984-8938	4/1/2016	6/1/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	7175-0510	4/1/2016	4/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability (E&O) Claims-Made Policy	N	N	596672378	4/1/2016	6/1/2017	Limit: \$5,000,000 each Claim/Agg. SIR: \$100,000 each claim Retro Date: 5/7/2007

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Skagit County, its elected officials, officers and employees are additional insureds for General Liability as respects operations of the named insured.

CERTIFICATE HOLDER

12251380
 Skagit County GIS
 700 South 2nd Street
 Mount Vernon WA 98273

CANCELLATION See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPR

Exhibit C – State Contracted High-Resolution Imagery License Agreement

EXHIBIT C – STATE CONTRACTED HIGH-RESOLUTION IMAGERY END USER LICENSE AGREEMENT

HEXAGON END USER ACCESS AGREEMENT

IMPORTANT - READ CAREFULLY BEFORE ACCESSING INFORMATION FROM THIS HEXAGON-ENABLED WEB SITE, DOWNLOADING INFORMATION OR USING SERVICES FROM HEXAGON. BY ACCESSING THIS HEXAGON-ENABLED WEB SITE OR OTHER MEANS OF ACCESSING OR DOWNLOADING INFORMATION, YOU ACCEPT THIS AGREEMENT. IF YOU DO NOT AGREE WITH THE TERMS OF THIS AGREEMENT, DO NOT ACCESS THIS INFORMATION FROM ANY HEXAGON-ENABLED WEB SITE, OR OTHER MEANS OF ACCESSING OR DOWNLOADING INFORMATION. ACCESS TO THE GEOSPATIAL DATA IS GRANTED BY HEXAGON EXCLUSIVELY ON THESE TERMS OR OTHER TERMS EXPRESSLY AGREED IN WRITING AND SIGNED BY AN AUTHORIZED OFFICER OF HEXAGON.

This End User Access Agreement is between you and Leica Geosystems Inc. (“Hexagon”), a Delaware corporation with a place of business at 5051 Peachtree Corners Cir., Suite 250, Norcross, GA 30092, USA.

Access and Rights. During the subscription period as set forth in the ordering webpage, Hexagon grants access to various physical world data including but not limited to; 1) stereo, ortho-rectified, and/or oblique aerial imagery, 2) point cloud, elevation, and/or digital surface model data, 3) various derivative natural or humanmade geographic feature data, and 4) associated metadata or attribute information (the “Geospatial Data”) through the online services provided by Hexagon (the “Services”) to you and such other persons authorized by you to use the Services in accordance with the Acceptable Use Policy (you and such authorized users hereinafter being collectively referred to as the “Authorized End Users”), for which you have paid the required fees. You are responsible for compliance with the terms of this End User Access Agreement by the Authorized End Users you delegate or to whom you grant log-in credentials to the Services.

During the subscription period set forth in the ordering webpage, and subject to payment of fees and compliance with this Agreement, Authorized End Users may (i) consume Geospatial Data through a desktop and/or web-based GIS application (to the extent compatible with the Geospatial Data), (ii) combine vector layers and other data sets with the Geospatial Data, (iii) create reports, marketing collateral, and other work product of yours (“Your Work Product”) containing the Geospatial Data (iv) print images of Geospatial Data in hardcopy. You may deliver, or give access to, Your Work Product to your customers, provided your customers are bound not to distribute, copy or publish Your Work Product containing the Geospatial Data except for internal purposes and not for further sale or distribution, unless you are using an unpaid evaluation license, in which case you may not copy, give access to, or distribute Your Work Product that contains the Geospatial Data. For purposes of this End User License Agreement “internal purposes” means use consistent with CTS’ provider status in RCW 43.105.

Attribution. In Your Work Product (including work product created by you or your other Authorized End Users) that contains or reproduces the Geospatial Data, you shall give notice that the Geospatial Data is “Copyright 2019 Hexagon” or as adjusted to the then current year or such other notice as Hexagon may instruct from time to time in writing.

Ownership. Geospatial Data is not sold to the Authorized End User and no ownership rights are transferred to the Authorized End User. The Geospatial Data is owned by Hexagon or its licensors.

Confidentiality. “Confidential Information” means all information disclosed by Hexagon (“Disclosing Party”) to an Authorized End User (“Receiving Party”), whether orally or in writing, that is designated as confidential or that relates to the Services, including the terms of this Agreement (including pricing). Confidential Information excludes any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, (iv) was independently developed by the Receiving Party, or (v) is not exempt under the Washington Public Records Act RCW 42.56.

The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind, but in no event less than reasonable care, to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its affiliates’ employees and contractors who need that access for purposes consistent with this Agreement and who are under confidentiality obligations with the Receiving Party not materially less protective than those herein. The Receiving Party shall destroy Confidential Information in its possession upon termination of this agreement. Nothing in this section grants rights to Geospatial Data greater than those set forth in section 1 of this Agreement.

The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest the disclosure.

Fees and Taxes. The ordering web page sets forth the fees, subscription term and other terms related to access and use of the Geospatial Data, and is hereby incorporated into, and forms a part of, this Agreement. Fees are exclusive of all applicable sales, use, value added, GST, and other taxes (and all applicable tariffs, customs duties and similar charges), and you will be responsible for payment of all such taxes (other than taxes based on the net income of Hexagon), tariffs, duties and charges (and any related penalties and interest), payable in connection with this Agreement or the provision of Services hereunder. The total invoice amount for fees is subject to increase by the amount of any taxes which Hexagon is required to pay and/or which you are required to withhold, collect or pay upon the fees so that Hexagon receives the full amount of the fees invoiced. If you are claiming tax exemption status, you must provide a copy of a valid tax exemption certificate.

Restrictions. The Geospatial Data and Services may only be used by the Authorized End User or by individual users authorized in writing by Hexagon, and not by any other party, whether or not affiliated with the Authorized End User. Except as otherwise expressly provided in this End User Access Agreement, no part of the Geospatial Data, the Services or products derived therefrom, or any right granted under this Agreement may be copied, sold, rented, leased, lent, sub-licensed, disclosed, or transferred to any other person or entity. The Authorized End User shall not use any part of the Geospatial Data or the Services to develop or derive any other product or service for distribution, disclosure, or commercial sale, whether by hardcopy, digital medium or web service, without a license specifically authorizing it to do so, with the understanding that no such right is granted under this Agreement except in connection with Your Work, which your customers may use for internal purposes, strictly as provided in paragraph 1. You have no other rights to the Geospatial except as expressly set forth in paragraph 1 or the ordering web page. Without limiting the foregoing, you may not re-sell or re-distribute or give access to the Geospatial Data as a web service. You may not use the Geospatial Data in connection with a service bureau or for time-sharing purposes or in any other way allow third parties to exploit the Geospatial Data, except your customers as specifically authorized by this End User Access Agreement. You shall not provide passwords or other log-in information to any third party, except as specifically authorized by this End User Access Agreement. The Authorized End User acknowledges that the Geospatial Data and

Services contain and embody proprietary materials, valuable data, trade secrets, and copyrights of Hexagon and its licensors and suppliers. Unauthorized reproduction, modification, distribution, or display of the Geospatial Data or the Services in whole or in part, and in any manner not expressly authorized in this Agreement, are prohibited. The Authorized End User shall keep confidential and use its best efforts to protect the Geospatial Data and the Services and prevent their unauthorized disclosure or use. The Authorized End User shall immediately notify Hexagon upon discovering evidence of a current or threatened misuse or unauthorized use or disclosure of the Geospatial Data or Services by any party. The Authorized End User may not modify, distort, disassemble, decompile or in any way attempt to reverse engineer the Services or any software provided as part of the Geospatial Data or the Geospatial Data itself. Each Authorized End User shall comply with the Acceptable Use Policy.

The Authorized End User may not transfer the Geospatial Data to or store the Geospatial Data or the Services in any electronic network for use by more than the number of users authorized in writing by Hexagon, unless it obtains prior written permission from Hexagon and pays associated additional fees.

If the Authorized End User is a federal, provincial, state or local government agency, the Geospatial Data is licensed solely to the particular agency and not to any other government agency unless explicit authorization has been received from Hexagon.

Evaluation Access. Hexagon may grant a right to access the Services during an evaluation period. In addition to the restrictions set forth above, Authorized End Users, during an evaluation period, shall use the Services for evaluation only, and shall not use the Services for any commercial or profit-making activity, including, but not limited to, non-revenue commercial activities such as marketing, bid submission, and promotion. Upon termination of the evaluation period, the Authorized End Users shall return or destroy all Geospatial Data and any reports, documents or files incorporating the Geospatial Data.

Non-Hexagon Services. Hexagon may offer certain Services, or features or functions within Services, made available by unaffiliated third parties ("Non-Hexagon Services"). Accessing such Non-Hexagon Services may cause your computer to communicate with a third-party website. Such connectivity or access to third party websites or third-party materials is governed by the terms found on such sites, and access to and use of Non-Hexagon Services may require your agreement to separate terms. Linking to or use of Non-Hexagon Services constitutes your agreement with such terms. Hexagon Group Companies are not a party to such third-party agreements and are not responsible for such Non-Hexagon Services. Hexagon may at any time, for any reason, modify or discontinue the availability of any Non-Hexagon Services.

Hexagon Affiliates. You acknowledge that Hexagon has Affiliates and subcontractors worldwide. You acknowledge and agree that Hexagon affiliates and subcontractors are entitled to provide the Services to you.

Warranty Disclaimer and Limit of Liability. THE GEOSPATIAL DATA AND THE SERVICES ARE PROVIDED "AS IS," AND HEXAGON MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, UPTIME, ACCURACY, OR NON-INFRINGEMENT. IN NO EVENT WILL HEXAGON AND ITS AFFILIATES, OFFICERS, DIRECTORS OR EMPLOYEES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES, HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS AND LOST DATA. THE AUTHORIZED END USER ACKNOWLEDGES THAT ITS SOLE REMEDY UNDER THIS AGREEMENT IS TO REQUIRE HEXAGON TO REDELIVER THE GEOSPATIAL DATA GIVING RISE TO ANY BREACH OF THIS AGREEMENT OR BREACH OF DUTY. THE AGGREGATE LIABILITY OF HEXAGON FOR ALL OTHER LOSSES, LIABILITIES, CLAIMS, DAMAGES OR ASSESSMENTS, OF ANY KIND OR NATURE, SHALL NOT EXCEED THE LICENSE FEES PAID BY THE AUTHORIZED END USER TO HEXAGON WITH RESPECT TO THE GEOSPATIAL DATA OR THE SERVICES AT ISSUE IN ANY DISPUTE OR CLAIM.

The Authorized End User agrees that the limitations of liability and disclaimers set forth herein will apply regardless of whether the Authorized End User has accepted the Geospatial Data or any other product or service delivered by Hexagon. The Authorized End User acknowledges and agrees that Hexagon has set its prices and entered into this Agreement in reliance upon the disclaimers of warranty and the limitations of liability set forth herein, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.

In addition, in no event shall Hexagon be liable for any third-party websites that appear in or are referenced by the Hexagon ordering web page.

Acceptable Use. You shall ensure all your Authorized End Users comply with the Acceptable Use Policy (“AUP”). The latest version of AUP posted <https://hxgncontent.com/global/acceptable-use-policy>, is incorporated herein by reference. An Authorized End User may be prompted with review and acceptance of the AUP to gain access to the Services. Hexagon reserves the right to change the AUP at any time. Any update to the AUP may require each Authorized End User to re-accept the modified AUP. Failure to comply with the AUP may result in suspension of the Services or termination of this Agreement for material breach. During any period of suspension, you will still be liable for payment of the applicable fees.

Term. Hexagon may terminate this End User Access Agreement, which will terminate all access to the Services and the Geospatial Data, if the Authorized End User fails to comply with any term of this Agreement. In the event of termination, the Authorized End User must immediately return the Geospatial Data to Hexagon or destroy it and certify this destruction in writing to Hexagon.

Complete Agreement. This Agreement and ordering web page set forth the complete and exclusive statement of the understanding between the Authorized End User and Hexagon with respect to the Geospatial Data and the Services and may be amended or modified only in a written instrument signed by a duly authorized representative of both parties. If any provision is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall continue to be valid and enforceable. Without the prior written consent of Hexagon, neither this Agreement nor any of the rights granted by it may be assigned or transferred by the Authorized End User. This restriction on assignments or transfers shall apply to assignments or transfers by operation of law, as well as by contract, merger or consolidation.

Export. You acknowledge that this Agreement and the performance thereof is subject to compliance with any and all applicable Swiss, Canadian, EU and United States laws, regulations, or orders relating to export. You expressly acknowledge and agree that you will not export, re-export, transfer or release the Geospatial Data in whole or in part to (a) any EU, Swiss, Canadian and/ or U.S. embargoed country (or to a national or resident of any EU, Swiss, Canadian and/ or U.S. embargoed country); (b) any person on the U.S. Treasury Department’s list of Specially Designated Nationals; (c) any person or entity on the U.S. Commerce Department’s Table of Denial Orders; or (d) any person or entity on any EU or Swiss or US Denied Parties Lists; or (e) any person or entity where such export, re-export or provision violates any EU or Swiss or Canadian or U.S. export control laws or regulations including, but not limited to, the terms of any export license or licensing provision and any amendments and supplemental additions to EU or Swiss or Canadian or U.S. export laws as they may occur from time to time.

Force Majeure. Except for your payment obligations, neither party will be held liable or responsible for delay or failure to perform any of such party’s obligations under this Agreement occasioned by any cause beyond its reasonable control, including but not limited to war; terrorist acts; civil disturbance; fire; flood; earthquake; acts or defaults of common carriers; governmental laws, acts, regulations, embargoes or orders; or any other cause, contingency or circumstance not subject to such party’s reasonable control. The affected party will resume full performance of interrupted obligations as soon as practicable upon cessation of intervening causes.

Notices. Notices permitted or required under this Agreement shall be in writing and delivered personally (including courier service), by certified or registered mail, return receipt requested, or by confirmed facsimile transmission. Notices shall be effective upon receipt. If notice is sent to Hexagon, it shall be directed to Attn: Legal Department.

Precedence. In the event of a conflict or inconsistency in the Agreement documents, the following order of precedence shall apply: (i) the ordering webpage, (ii) the Acceptable Use Policy, and (iii) this End User Access Agreement. The English language version of this Agreement is legally binding in case of any inconsistencies between the English version and any translations.

Governing Law. The interpretation, Agreement shall be governed by the following law: (a) if the Authorized End User is a government entity, the applicable laws of the Authorized End User, (b) in all other cases, the law of the state of Georgia, U.S.A., excluding its choice of law principles.

Restricted Rights to U.S. Federal Agencies. As prescribed in FAR 27.409(f), the Geospatial Data is existing data, and is licensed to the

U.S. government under clause: 52.227-18 Rights in Data-Existing Works.

No Joint Venture. This Agreement shall not create any relationship between you and Hexagon as joint ventures, partners, associates, or principal and agent. Neither party is granted any right of authority and shall not create any obligation or responsibility for or on behalf of the other party. Neither party shall have the authority to bind the other party.

Electronic Agreement. You expressly consent and agree that ordering webpages and related Hexagon forms may be electronically signed or acknowledged and agreed, and that such electronic signatures shall be treated, for purposes of validity, enforceability as well as admissibility, the same as written signatures.

Special Terms and Conditions which are granted to Washington State with regards to the End User License Agreement.

Special Terms and Conditions

1. The following entities shall be allowed unlimited access licenses;
 - a. All State Government Agencies and Regents-level institutions
 - b. All County-level governments
 - c. All Municipal (city) governments
 - d. All Public Safety Answering Points (PSAP)
 - e. Tribes who are served and part of E911 and NG911
 - f. Any commercial firm or organization holding an active contract to conduct work on behalf of the entities listed above.
2. Authorized users shall be allowed to develop and publish, not for monetary gain, publicly available web applications which utilize ortho- imagery or web map service(s), in a view-only mode with no download capability.
3. Authorized users shall be allowed to print and distribute, not for monetary gain, hardcopy format maps that display the orthoimagery.
4. At the end of the contract period , all previous vintage data will enter into a perpetual license. At the end of the contract period, if not renewed, the web services will no longer be provided. However, the license allows for perpetual use of the previous vintage data for all approved users. Upon renewal of the contract or refresh of the data, the previous vintage data will be allowed in the public domain.