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# City of Jacksonville, Florida

*Procurement Award Form (PAF)*

**Part 1 – Form Type:** JPAC 126.204 (a) New Award, Renewals, Waive Technical Defects, Price Increases, NTE Increases.

Goods and/or Services: Aerial Imagery Services

**Requested Action and Justification:**

Recommend approval to exercise the first two-year renewal option with Pictometry International Corp. dba EagleView under the City's Aerial Imagery Services Contract. Period of service is from October 1, 2026 through September 30, 2028, with one remaining two-year renewal option. Each flight is simply another round of updated aerial photos that keeps our imagery current.

For this renewal period, two flights are scheduled for this contract period:
Flight project 5 – FY27: The next countywide photo capture.
Flight project 6 – FY28: The following capture the next year.

To be executed by formal contract amendment through the Office of General Counsel.

| | | | | | |
|---|---|---|---|---|---|
| **Supplier:** | Pictometry International Corp. | **Basis of Award:** | Highest Evaluated | **BID Opening Date:** | 05/25/2022 |

| | | | | | |
|---|---|---|---|---|---|
| **POA #:** | 72008-22 | **PO #:** | N/A | **Change Order #:** | N/A |
| **Solicitation #:** | RFP-NONCON P-19 22 | **Contract #:** | 72008-22 | **Contract ADM #:** | N/A |
| **Term:** | 2 years | **Options:** | 2, 2-year renewals | **Options Used:** | 0 |

| | | | |
|---|---|---|---|
| **Federally Funded:** | No | **JSEB Rec:** | N/A |
| **Licenses Verified:** | N/A | **JSEB %:** | N/A |
| **Bonds Required:** | No | **Bonds Waived Pursuant To:** | N/A |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| **Fund:** | 00191 | **Center:** | 810001 | **Acct:** | 531090 | **Proj:** | 000000 | **Activity:** | 00000000 | $ 478,000.00 |
| **Fund:** | | **Center:** | | **Acct:** | | **Proj:** | | **Activity:** | | $ |
| **Fund:** | | **Center:** | | **Acct:** | | **Proj:** | | **Activity:** | | $ |

| | | | | | |
|---|---|---|---|---|---|
| **New NTE/GMP:** | $ 478,000.00 | **Contingent Amt:** | $ 0 | **DMP/ODPO Amt:** | $ 0 |

| | | | |
|---|---|---|---|
| **Using Agency/BU:** | PAAD:ADMINISTRATION | | |
| **Concurrence:** | Signed by: Morgan, Joyce C3CAD8BB20524D1... | **Title:** | PROPERTY APPRAISER 8/19/2026 |
| **Concurrence:** | | **Title:** | |
| **Concurrence:** | | **Title:** | |
| **Concurrence:** | | **Title:** | |

| | | | |
|---|---|---|---|
| **Procurement Analyst/Buyer:** | Signed by: Ruth Keith C58E7E28D7B54E9... | **Chief of Procurement:** | Signed by: Robert Waremburg, for Justin Freeman 8/25/2026 4812CA1D431247A... |
| **Name:** | Ruth Keith | **Name:** | Justin L. Freeman |

| **Part 2 – JPAC Action:** All award actions subject to lawfully appropriated funds. | | **Part 3 – Final Awarding Authority Action:** | |
|---|---|---|---|
| **Members who approve:** | | **Action:** | |
| **Members who disapprove:** | | **Signature:** | |
| **Date:** | | **Date:** | |

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# PAF Instructions
## Part 1 (using agency)

**Form Type:** This form will be used for both Administrative Awards and JPAC Requests. Select type from dropdown options.

**Goods and/or Services:** Enter a brief description of the types of goods and services included in the request.

**Requested Action and Justification:** Enter a brief description of the requested action or authority being sought. i.e.; *Request permission to award the lowest, responsive responsible bidder for an ITB or award the highest ranked supplier for an RFP.* This block should also be used for additional information such as additional 4th account strings, or other information essential for contract execution.

**Supplier:** Enter awarded supplier name**.** If multiple, include in "Requested Action and Justification" box.

**Basis of Award:** Select from Lowest Price Technical Acceptable (LPTA), Highest Price Technical Acceptable (HPTA) or N/A.

**Bid Opening Date:** The date bids were unsealed by Procurement.

**POA #:** This is your 1Cloud generated Agreement number. Select Type, Enter Number.

**PO #:** Enter the PO number or agreement release number.

**Change Order #:** Provide the applicable change order number represented by this request.

**Solicitation #:** Select Prefix type, Enter Number, and Year.

**Contract #:** This number should be the same as your POA number (unless procured prior to 2020)

**Contract Amendment #:** Provide the applicable amendment number represented by this request.

**Term:** Select the Period of Performance or Term for the initial period.

**Options:** Period of time for each renewal or option.

**Options Used:** Prior to this request, enter how many options were already used.

**Federally Funded:** Select yes or no from dropdown if Federal Funds will be used.

**JSEB Rec:** Select Encouragement or JSEB Set Aside Option.

**JESB %:** If JSEB Participation, enter the percentage.

**Bonds Waived Pursuant to:** Select option from Drop down.

**Funding Sources:** Fund/Center/Account/Project/Activity, all fields are required even if zeros.

**New NTE/GMP:** Enter the new total not to exceed amount. Note, this should match the contract maximum indebtedness, if applicable**.**

**Contingent Amount:** If your agency requests an allowance for unforeseen additional expenses, then specify the amount of your requested increase and new NTE that represents the contingency allowance. This is over and above any quote.

**DMP/ODPO Account:** Enter the Direct Materials Purchase/Owner Direct Purchase Order Account. Used mainly for CIP (Capital Improvement/Construction) Projects

**Using Agency/BU:** Select one from the dropdown list.

**Concurrence:** Using Agency internal routing requirements for Electronic Signatures (follow Proc Manual for threshold requirements)

**Title:** Title of person electronically signing form.

**Attachments:** Included any supplemental information to the Procurement Award Form. i.e.; *Scope of work, previous awards*.

**Any field where there is no data available, or no entry is required, either leave it blank or enter N/A. Any fields where there is known data, include for informational purposes. Any changes to an original award should contain the data that is being changed and any other relevant data required for JPAC review and approval.*

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# OFFICE OF THE PROPERTY APPRAISER

**JOYCE MORGAN**
DUVAL COUNTY
PROPERTY APPRAISER

231 E. FORSYTH STREET
JACKSONVILLE, FL 32202
(904) 255-5900

## MEMORANDUM

**TO:** Dustin Freeman, Chief of Procurement
**FROM:** Desi Green, Chief Financial Officer, Duval County Property Appraiser's Office
**DATE:** August 5, 2026
**SUBJECT:** Request to Exercise First Two-Year Renewal Option – Pictometry Aerial Imagery Services Contract (P-19-22)

Dustin,

The Property Appraiser's Office is requesting approval to exercise the first two-year renewal option under the City's Aerial Imagery Services Contract with Pictometry International Corp. (dba EagleView), executed November 3, 2022. The contract term runs through September 30, 2026, and includes two additional two-year renewal options.

Pictometry has confirmed their willingness to continue services, and funding for FY27 has been included in our budget. Exercising this option will ensure continuity of aerial imagery services essential to annual valuation and field operations, while avoiding the need for a new solicitation at this time.

Once approved, we will coordinate with OGC to prepare the renewal amendment.

Please let me know if you need any additional information to proceed.

Thank you,

Desi Green
Chief Financial Officer
Duval County Property Appraiser
904-255-5890
desig@coj.net

Docusign Envelope ID: 79363600-7948-42AE-ACA0-BD3F4DD40197

## Green, Desi - PAAD

**From:** Stafford Cassell <stafford.cassell@eagleview.com>
**Sent:** Friday, July 24, 2026 8:01 AM
**To:** Green, Desi - PAAD
**Cc:** Braeckel, Rebecca - PAAD
**Subject:** Fw: Approval Granted - Contract Approval Granted for Quote Q-70103, Duval County, FL
**Attachments:** FL Duval County_Eagleview Amendment No 1_7-23-26.pdf

**EXTERNAL EMAIL:** This email originated from a non-COJ email address. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Good Morning Desi,

Happy Friday! I just got the contract extension and wanted to forward it over. This follows the exact same Terms and Conditions that your office and EV negotiated back in November of 2022. Please let me know if you have any questions or if something doesn't look right for some reason.

Have a great day!

All the Best,

EAGLEVIEW

Stafford Cassell
District Manager, FL
C: (804) 363-7970
stafford.cassell@eagleview.com

---

**From:** Lisa Del Pozzo <lisa.delpozzo@eagleview.com>
**Sent:** Friday, July 24, 2026 7:45 AM
**To:** Stafford Cassell <stafford.cassell@eagleview.com>
**Subject:** FW: Approval Granted - Contract Approval Granted for Quote Q-70103, Duval County, FL

Hi Stafford,

Please see the attached.

Docusign Envelope ID: 79363600-7948-42AE-ACA0-BD3F4DD40197

Lisa Del Pozzo
**Internal Territory Manager – Eastern Region**

lisa.delpozzo@eagleview.com
www.eagleview.com

**From:** Moria Story <moria.story@eagleview.com>
**Sent:** Thursday, July 23, 2026 4:00 PM
**To:** Lisa Del Pozzo <lisa.delpozzo@eagleview.com>
**Subject:** Approval Granted - Contract Approval Granted for Quote Q-70103, Duval County, FL

The contract approval you previously requested has been granted. The Contract document can now be generated and shared with the customer for review and signature.
NOTE: If the Contract contains any Non-Standard Payment Terms or Non-Standard Terms and Conditions, then you will need to coordinate with the Contract Admin team to review and generate the contract document to share with the customer.
Quote Details:

Account - Duval County, FL
County Class - 1.0
Quote Number - Q-70103
Quote Owner - Lisa Del Pozzo
Opportunity Owner - Stafford Cassell
Opportunity Name - FLDUVA27 - 2 Year Imagery Extension
Deal Amount - 478000.0
Approval Name - Legal Approval

# AMENDMENT NO. 1 TO AGREEMENT DATED NOVEMBER 3, 2022 BETWEEN PICTOMETRY INTERNATIONAL CORP. AND DUVAL COUNTY, FL

1. This Amendment, including all Sections and Appendices referenced herein (collectively, this "Amendment") is entered into by and between Pictometry International Corp. and its affiliates, also dba EagleView, ("EagleView") and Duval County, FL ("Customer"), and supplements and modifies the terms of the Agreement dated November 3, 2022 as, to the extent applicable, previously modified by addenda or amendments thereto (collectively, the "Agreement"). Any purchase order or similar document issued by Customer in connection with this Amendment is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on such purchase order shall be of no force or effect as between the parties. To the extent that there is any inconsistency between the terms set forth in this Amendment and those set forth in the Agreement, the terms set forth in this Amendment shall prevail.

2. MODIFICATIONS TO AGREEMENT:

   a. The products, pricing, product parameters and payment schedule pertaining to the Fifth and Sixth Projects set forth in Section A of this Amendment shall be added to the Agreement.

   b. The Map attached to this Amendment shall be added to the Agreement.

   c. All other terms and conditions set forth in the Agreement shall remain in full force and effect.

This Amendment is hereby accepted and agreed to by the undersigned parties and shall become effective upon the last date of execution by each Customer and EagleView (the "Effective Date").

**PARTIES:**

| **CUSTOMER** | **EAGLEVIEW** |
|---|---|
| DUVAL COUNTY, FL | PICTOMETRY INTERNATIONAL CORP. |
| | A Delaware Corporation |
| **SIGNATURE:** | **SIGNATURE:** |
| **NAME:** | **NAME:** |
| **TITLE:** | **TITLE:** |
| **EXECUTION DATE:** | **EXECUTION DATE:** |

## SECTION A PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

| ORDER # |
|---|
| LC-10018985 |

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

| BILL TO |
|---|
| Duval County, FL |
| Desi Green |
| 231 East Forsyth Street, Suite 270<br>Jacksonville, Florida 32202 |
| (904) 255-5890 |
| desig@coj.net |

| SHIP TO |
|---|
| Duval County, FL |
| Desi Green |
| 231 East Forsyth Street, Suite 270<br>Jacksonville, Florida 32202 |
| (904) 255-5890 |
| desig@coj.net |

| CUSTOMER ID | SALES REP | FREQUENCY OF PROJECT(S) |
|---|---|---|
| A1198455 | Stafford Cassell | Annual |

**PROJECT 5**

| QTY | PRODUCT NAME | PRODUCT DESCRIPTION | LIST PRICE | DISCOUNT PRICE % | AMOUNT[1] |
|---|---|---|---|---|---|
| 942 | Reveal Certified Ortho Property | Certified Ortho upgrades a Reveal orthomosaic to an authoritative orthomosaic produced in accordance with state and local requirements. Orthomosaic imagery produced to meet ASPRS Positional Accuracy Standards for Digital Geospatial Data (2014) for a 6in RMSEx / RMSEy Horizontal Accuracy Class.<br><br>*Product Parameters*:<br>Elevation Data Source: Public Avail - NED/USGS/GeoBase<br>Leaf: Leaf Off: Less than 30% leaf cover | $ 50.00 | 50% | $ 23,550.00 |
| 1 | Oblique Imagery Bundle w/One (1) Year of EFS Maint & 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, five (5) 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 one years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. | $ 0.00 | | $ 0.00 |
| 1 | Pictometry Connect - EarlyAccess | Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product.<br><br>*Product Parameters*: | $ 10,000.00 | 80% | $ 2,000.00 |

| | | | | | |
|---|---|---|---|---|---|
| | | Server Integration:<br>Third-Party Integrator:<br>Domain URL: | | | |
| 1 | Pictometry Connect View - CA | Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. The quantity represents the number of years in the Connect term.<br><br>*Product Parameters*:<br>Admin User: Desi Green<br>Admin User Email: kathleenc@coj.net | $ 750.00 | 100% | $ 0.00 |
| 942 | Reveal Essentials+ Property | Provides high resolution, measurable oblique and orthogonal imagery at a Property level. Oblique and orthogonal image frames collected at 3in GSD or better. Orthomosaic imagery produced at 3in GSD via a fully automated photogrammetric process which includes project-wide color and contrast balancing. Visible seamlines may be present. Delivery to be provided via online viewer (separate CONNECT account required) and offline in one file format, projection, and coordinate system selected by the customer from those which are supported by EagleView. Delivery extent based on an EagleView approved delivery grid shapefile.<br><br>*Product Parameters*:<br>Elevation Data Source: Public Avail - NED/USGS/GeoBase<br>Leaf: Leaf Off: Less than 30% leaf cover | $ 400.00 | 50% | $ 188,400.00 |
| 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. Term commences on date of initial shipment of imagery for a project. The quantity represents the number of years in the DRP term. | $ 0.00 | | $ 0.00 |
| 1 | Survey Report - Imagery Project - Compiled To Accuracy Statement | Available with corresponding imagery purchase. Product Includes: Report signed/sealed by appropriately credentialed personnel. Report details production statistics including GPS/INS post processing and includes an NSSDA compliant "Compiled To" accuracy statement. | $ 1,500.00 | | $ 1,500.00 |
| 1 | State License Fee | State license fee. | $ 0.00 | | $ 0.00 |

| | | | | | |
|---|---|---|---|---|---|
| 942 | Reveal TrueTouch Property | TrueTouch is the application of visual improvements to Reveal orthomosaic imagery. Features eligible for correction include visible seamline edges between two (or more) adjacent orthophotos, misalignment of features on the ground (such as roads and buildings) > 12in, removal of image warping or smearing, and the reduction of building lean so that tall buildings do not obstruct transit features.<br><br>*Product Parameters*:<br>Elevation Data Source: Public Avail - NED/USGS/GeoBase<br>Leaf: Leaf Off: Less than 30% leaf cover | $ 50.00 | 50% | $ 23,550.00 |
| 1 | Pictometry Connect - CA - 250 | Pictometry Connect - CA - 250 (Custom Access) provides up to 250 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term.<br><br>*Product Parameters*:<br>Admin User: Desi Green<br>Admin User Email: kathleenc@coj.net | $ 6,750.00 | 100% | $ 0.00 |
| | | | | SUBTOTAL | $239,000.00 |

**PROJECT 6**

| QTY | PRODUCT NAME | PRODUCT DESCRIPTION | LIST PRICE | DISCOUNT PRICE % | AMOUNT[1] |
|---|---|---|---|---|---|
| 942 | Reveal Essentials+ Property | Provides high resolution, measurable oblique and orthogonal imagery at a Property level. Oblique and orthogonal image frames collected at 3in GSD or better. Orthomosaic imagery produced at 3in GSD via a fully automated photogrammetric process which includes project-wide color and contrast balancing. Visible seamlines may be present. Delivery to be provided via online viewer (separate CONNECT account required) and offline in one file format, projection, and coordinate system selected by the customer from those which are supported by EagleView. Delivery extent based on an EagleView approved delivery grid shapefile.<br><br>*Product Parameters*:<br>Elevation Data Source: Public Avail - NED/USGS/GeoBase<br>Leaf: Leaf Off: Less than 30% leaf cover | $ 400.00 | 50% | $ 188,400.00 |
| 942 | Reveal Certified Ortho Property | Certified Ortho upgrades a Reveal orthomosaic to an authoritative orthomosaic produced in accordance with state and local requirements. Orthomosaic imagery produced to meet ASPRS Positional Accuracy Standards for Digital Geospatial Data (2014) for a 6in RMSEx / RMSEy Horizontal Accuracy Class.<br><br>*Product Parameters*:<br>Elevation Data Source: Public Avail - NED/USGS/GeoBase<br>Leaf: Leaf Off: Less than 30% leaf cover | $ 50.00 | 50% | $ 23,550.00 |

| | | | | | |
|---|---|---|---|---|---|
| 942 | Reveal TrueTouch Property | TrueTouch is the application of visual improvements to Reveal orthomosaic imagery. Features eligible for correction include visible seamline edges between two (or more) adjacent orthophotos, misalignment of features on the ground (such as roads and buildings) > 12in, removal of image warping or smearing, and the reduction of building lean so that tall buildings do not obstruct transit features.<br><br>*Product Parameters*:<br>Elevation Data Source: Public Avail - NED/USGS/GeoBase<br>Leaf: Leaf Off: Less than 30% leaf cover | $ 50.00 | 50% | $ 23,550.00 |
| 1 | Pictometry Connect - CA - 250 | Pictometry Connect - CA - 250 (Custom Access) provides up to 250 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term.<br><br>*Product Parameters*:<br>Admin User: Desi Green<br>Admin User Email: kathleenc@coj.net | $ 6,750.00 | 100% | $ 0.00 |
| 1 | Pictometry Connect View - CA | Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. The quantity represents the number of years in the Connect term.<br><br>*Product Parameters*:<br>Admin User: Desi Green<br>Admin User Email: kathleenc@coj.net | $ 750.00 | 100% | $ 0.00 |
| 1 | Pictometry Connect - EarlyAccess | Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product.<br><br>*Product Parameters*:<br>Server Integration:<br>Third-Party Integrator:<br>Domain URL: | $ 10,000.00 | 80% | $ 2,000.00 |
| 1 | State License Fee | State license fee. | $ 0.00 | | $ 0.00 |

| | | | | | |
|---|---|---|---|---|---|
| 1 | Survey Report - Imagery Project - Compiled To Accuracy Statement | Available with corresponding imagery purchase. Product Includes: Report signed/sealed by appropriately credentialed personnel. Report details production statistics including GPS/INS post processing and includes an NSSDA compliant "Compiled To" accuracy statement. | $ 1,500.00 | | $ 1,500.00 |
| 1 | Oblique Imagery Bundle w/One (1) Year of EFS Maint & 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, five (5) 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 one 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. Term commences on date of initial shipment of imagery for a project. The quantity represents the number of years in the DRP term. | $ 0.00 | | $ 0.00 |
| | | | | SUBTOTAL | $239,000.00 |

| | | |
|---|---|---|
| Thank you for choosing EagleView as your service provider. | **TOTAL** | $ 478,000.00 |

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

**Geofences:**

FL Duval (Primary)

**Geofences Products Affected:**

Pictometry Connect - EarlyAccess
Pictometry Connect View - CA
Pictometry Connect - CA - 250

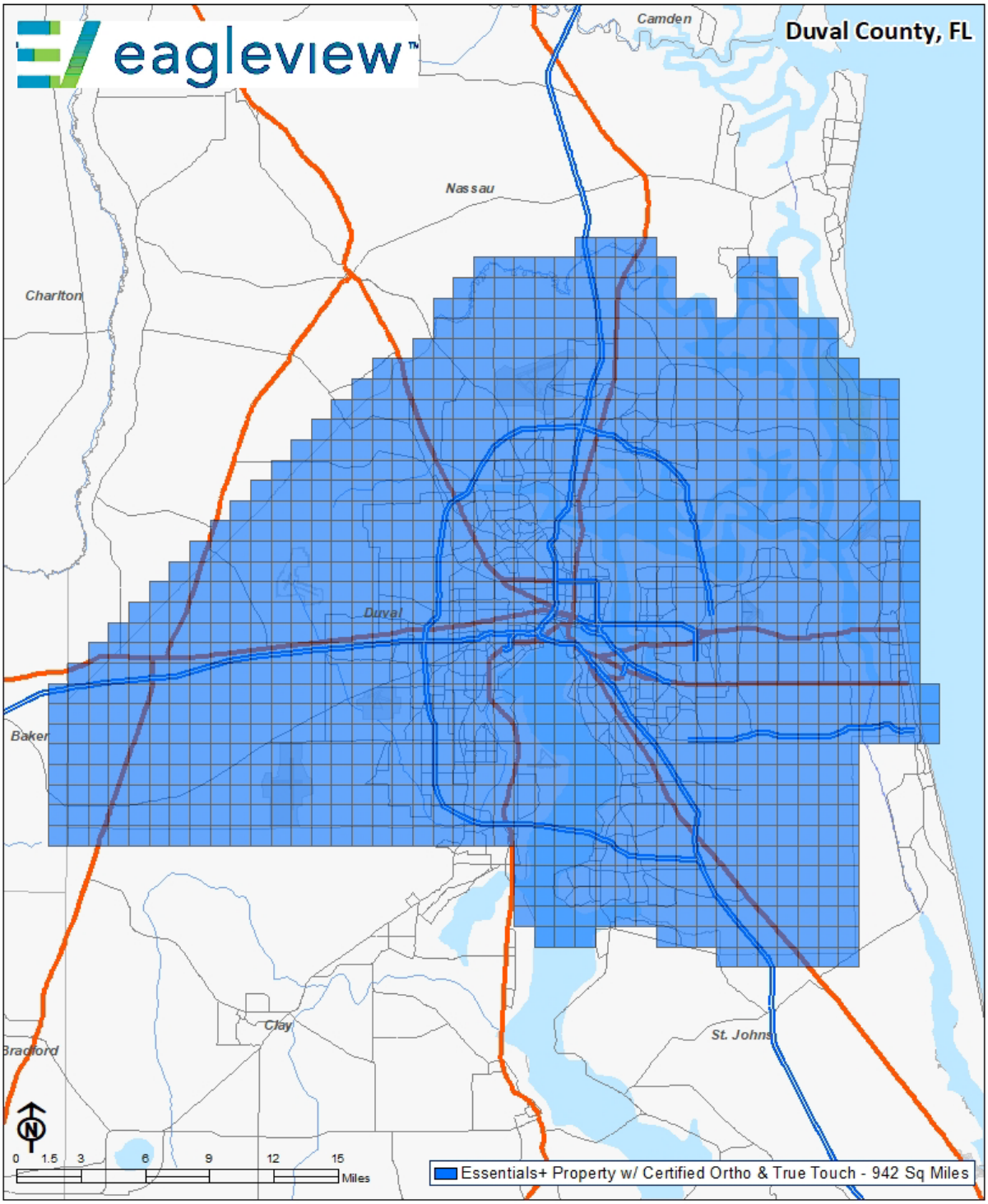
**FEES; PAYMENT TERMS**

Customer hereby agrees to pay the Fees specified in this Section A of the Agreement in accordance with the following payment terms. All amounts due to EagleView pursuant to the Agreement (the "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 EagleView without reducing any amount owed to EagleView unless documents satisfactory to EagleView evidencing exemption from such taxes is provided to EagleView prior to billing. To the extent any amounts properly invoiced pursuant to the Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay EagleView all costs EagleView incurs in collecting past due amounts due under this Agreement including, but not limited to, attorneys' fees and court costs.

Project 5
Deposit/Due at signing $0
Due at delivery/activation $239,000.00

Project 6
Due at delivery/activation $239,000.00

## MAP(S) (IF APPLICABLE)



Docusign Envelope ID: 79363600-7948-42AE-ACA0-BD3F4DD40197

# AERIAL IMAGERY SERVICES CONTRACT

**THIS AERIAL IMAGERY SERVICES CONTRACT** (this "**Contract**") is dated November 3, 2022, and is between the CITY OF JACKSONVILLE, a consolidated municipal corporation and political subdivision existing under the laws of the State of Florida (the "**City**"), for and on behalf of the Duval County Property Appraiser, and PICTOMETRY INTERNATIONAL CORP., a Delaware corporation doing business as Eagleview (the "**Contractor**").

**WHEREAS**, the City issued Request for Proposal No. P-19-22 (the "**RFP**") for aerial imagery services as described in the RFP (the "**Services**").

**WHEREAS**, based on the Contractor's response to the RFP (the "**Response**"), the City has negotiated and awarded this Contract to the Contractor.

**NOW, THEREFORE**, for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Performance of Services**. The Contractor shall perform the Services according to the provisions of this Contract; the RFP and Response, both made a part of this Contract by this reference; and **Exhibit A**, attached to and made a part of this Contract, and which contains Section A (Product Descriptions, Prices and Payment Terms) Section B (License Terms), Appendix 1 (Photogrammetric Product Specifications), and Map(s).

2. **Compensation**. The Contractor shall be paid for the Services as detailed in **Exhibit A**'s Section A (Product Descriptions, Prices and Payment Terms) on an annual basis for the Services provided by the Contractor for the preceding year. All fees payable under this Contract are subject to an appropriation by the Jacksonville City Council for the purpose.

3. **Maximum Indebtedness**. As required by Section 106.431, Jacksonville Ordinance Code, the City's maximum indebtedness for the Services under this Contract for the period of service shall be a fixed monetary amount not to exceed ONE MILLION SEVENTY-SIX THOUSAND EIGHTY-EIGHT AND 00/100 DOLLARS ($1,076,088.00).

4. **Term**. The period of service of this Contract (the "**Term**") shall begin on October 1, 2022 (the "**Effective Date**") and continue through September 30, 2026, based on appropriately allocated funds, with two two-year renewal options, subject to mutual agreement and an appropriation for the fees for the renewal period(s).

5. **Contract Documents**. This Contract consists of the following documents, which are incorporated in full by this reference and which, in case of conflict, shall have priority in the order listed:

   a. This document, as modified by any subsequent signed amendments.

   b. Any amendments to the RFP.

   c. Specific information regarding the RFP (Section 1 of the RFP).

   d. Description of Services and Deliverables (Section 4 of the RFP).

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e. General Instructions to Respondents (Section 2 of the RFP).

f. **Exhibit B**, Exceptions to General Terms and Conditions of Agreement.

g. General Terms and Conditions of Contract Conditions (Section 3 of the RFP).

h. The Response, provided that any terms in the Response that are prohibited under the RFP are not included in this Contract.

i. **Exhibit A**, as it may be modified in this Contract.

6. **License Agreement**. Notwithstanding anything to the contrary in **Exhibit A**, the City's perpetual license to use the "Delivered Content" shall include the software necessary to view the "Delivered Content."

7. **Taxes**. The City is generally exempt from any taxes imposed by the State of Florida or the federal government. Exemption certificates will be provided upon request. The Contractor shall not include any federal, state, or local taxes in any price quotes or invoices to the City.

8. **Retention of Records/Audit.** As required by Section 126.108(a), Jacksonville Ordinance Code, the Contractor and each of its respective subcontractors shall maintain all business records directly pertinent to the performance of this Contract (the "**Records**") and shall make such Records available at all reasonable times, including the Contractor's regular business hours, for examination by the City during the Term and for three years from the date of final payment under this Contract.

9. **Compliance with Laws**. As required by Section 126.108(b), Jacksonville Ordinance Code, the Contractor shall comply with any and all federal, state, and local laws, rules, regulations, and ordinances, as the same exist or as may be amended from time to time, including, but not limited to, Chapter 119, Florida Statutes (Florida Public Records Law), and Section 286.011, Florida Statutes (Florida Sunshine Law). If any of the obligations of this Contract are to be performed by a subcontractor, the Contractor must ensure that the provisions of this section shall be incorporated into and become a part of the subcontract.

10. **Nondiscrimination**. As required by Section 126.404, Jacksonville Ordinance Code, the Contractor represents that it has adopted and will maintain throughout the Term a policy of nondiscrimination or nonharassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruiting, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions, and related terms and conditions of employment. The Contractor agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms, and other pertinent data and records for the purpose of investigation to ascertain compliance with the nondiscrimination or nonharassment provisions of this Contract; provided, the Contractor shall not be required to produce for inspection records covering periods of time more than one year prior to the Effective Date of this Contract. If any of the obligations of this Contract are to be performed by a

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subcontractor, the provisions of this section shall be incorporated into and become a part of the subcontract.

11. **Public Records**. As required by Section 119.0701, Florida Statutes, the Contractor shall:

a. Keep and maintain public records required by the City to perform the services; and

b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law; and

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of this Contract if the Contractor does not transfer the records to the City; and

d. Upon completion of this Contract, transfer to the City at no cost all public records in possession of the Contractor or keep and maintain public records required by the City to perform the Services. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City upon request from the City's custodian of public records in a format that is compatible with the City's information technology systems.

The above requirements apply to the Contractor only if the Contractor is a "Contractor" as defined in Section 119.0701, Florida Statutes.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (904) 255-7674; RRGOVQA@COJ.NET; CITY OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 NORTH HOGAN STREET, SUITE 1180, JACKSONVILLE, FLORIDA 32202.**

12. **Scrutinized Companies**. Under Section 287.135(3)(b), Florida Statutes, the City may terminate this Contract at the City's option if the Contractor:

a. Is found to have submitted a false certification under Section 287.135(5), Florida Statutes; or

b. Has been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

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13. **Notices.** All notices under this Contract shall be in writing and shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

| | |
|---|---|
| To the City: | Kathleen Collins, MPA<br>Chief Financial Officer<br>Office of the Property Appraiser, Duval County<br>231 East Forsyth Street, Suite 270<br>Jacksonville, Florida 32202 |
| To the Contractor: | General Counsel<br>Pictometry International Corp.<br>25 Methodist Hill Drive<br>Rochester, New York 14623 |

14. **Contract Managers.** Each party's designated contract manager during the Term of this Contract responsible for overseeing the party's performance of its duties and obligations pursuant to this Contract are, as to the City, Kathleen Collins, MPA (904-630-2403, KathleenC@coj.net), and as to the Contractor, Carl Decator (carl.decator@eagleview.com). Each party shall provide prompt written notice to the other party of any changes to the party's contract manager or his or her contact information; provided, changes in the identity or contact information of a contract manager is not an amendment to this Contract and may be provided by email.

15. **Modification; Waiver**. No amendment of this Contract will be effective unless it is in writing and signed by the parties. No waiver under this Contract will be effective unless it is in writing and signed by the party granting the waiver. A waiver granted on one occasion will not operate as a waiver on other occasions.

16. **Severability**. If any covenant, term, or provision of this Contract is deemed to be contrary to law, that covenant, term, or provision will be deemed separable from the remaining covenants, terms, and provisions of this Contract and will not affect the validity, interpretation, or effect of the remainder of this Contract.

17. **Counterparts**. This Contract and all amendments may be executed electronically and in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

18. **Entire Agreement**. This Contracts constitutes the entire understanding between the parties with respect to the subject matter of this Contract and supersedes all other agreements, whether written or oral, between the parties. The Contractor may not unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to the City (e.g., "shrink wrap" terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. The Contractor acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

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**IN WITNESS WHEREOF**, the parties have executed this Contract as of the day and year first written above.

**ATTEST**

By: James R. McCain, Jr.
James R. McCain, Jr.
Corporation Secretary

**CITY OF JACKSONVILLE,**
a consolidated municipal corporation and political subdivision existing under the laws of the State of Florida

By: _____
Lenny Curry
Mayor

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

**WITNESS**

By: Lindsey Dickens
Name: Lindsey Dickens
Title: Manager, Contract Operations

**PICTOMETRY INTERNATIONAL CORP.**

By: Robert Locke
Robert Locke (Nov 3, 2022 08:45 EDT)
Name: Robert Locke
Title: President

Encumbrance and funding information for internal City use:

**Total Maximum Indebtedness: $1,076,088.00**

The above stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract. It shall be encumbered by one (1) or more subsequently issued purchase orders that must reference the foregoing contract. All financial examinations and funds control checking will be made at the time such purchase orders are issued.

In accordance with Section 24.103(e), Jacksonville Ordinance Code, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing contract; provided, however, this certification is not, nor shall it be interpreted as, an encumbrance of funding under the contract. Actual encumbrances shall be made by subsequent purchase orders as specified in the contract.

_____
Director of Finance
City Contract # 72008-22

Form Approved:

James R. McCain, Jr.
Office of General Counsel

GC-#1526851-v1-Pictometry_International_Corp_P-19-22_Aerial_Imagery_Services.docx

Docusign Envelope ID: 79363600-7948-42AE-ACA0-BD3F4DD40197

# EXHIBIT A

## SECTION A — PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.
25 Methodist Hill Drive
Rochester, New York 14623

| ORDER # |
|---|
| C30451782 |

| BILL TO |
|---|
| Duval County, FL |
| Kathleen Collins, Director of Administration |
| 231 East Forsyth Street, Suite 270<br>Jacksonville, FL 32202 |
| (904) 630-2403 |
| kathleenc@coj.net |

| SHIP TO |
|---|
| Duval County, FL |
| Kathleen Collins, Director of Administration |
| 231 East Forsyth Street, Suite 270<br>Jacksonville, FL 32202 |
| (904) 630-2403 |
| kathleenc@coj.net |

| CUSTOMER ID | SALES REP | FREQUENCY OF PROJECT |
|---|---|---|
| A116539 | CDeca | Annual |

**FIRST PROJECT**

| QTY | PRODUCT NAME | PRODUCT DESCRIPTION | LIST PRICE | DISCOUNT PRICE (%) | AMOUNT[1] |
|---|---|---|---|---|---|
| 942 | Reveal Advanced Property | Provides measurable high resolution ortho and oblique imagery at the Property resolution as well as Reveal Four Band Color Infrared, Reveal Certified Ortho and Reveal TrueTouch add-on features. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata.<br><br>Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use<br><br>Product Parameters:<br>*Coverage Area Format:*<br>Shapefile<br>*Leaf:*<br>Leaf Off: Less than 30% leaf cover | $ 500.00 | $ 300.00 (40% - Long Term Incentive Discount) | $ 282,600.00 |
| 1 | Survey-Aerial Imaging Project NSSDA Compliant Independent Ground Control Survey | Survey of Ground Control Points (GCPs) performed by appropriately licensed surveyor in support of an independent accuracy assessment for Aerial Imagery. Required for both Aerial Imaging and AccuPlus Project Surveyor's Report - Tested To Accuracy Statement.<br><br>Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use | $ 15,444.00 | | $ 15,444.00 |
| 1 | Survey Report - AccuPlus Imagery Project - Tested To Accuracy Statement | Available with 'Survey - Aerial Imaging Project NSSDA Compliant Independent Ground Control Survey'. Product Includes: Report signed/sealed by appropriately licensed surveyor. Report details production statistics including GPS/INS post processing, AT results, test point residuals and includes an NSSDA compliant "Tested To" accuracy statement.<br><br>Applicable Terms and Conditions: Order Form | $ 3,000.00 | | $ 3,000.00 |
| 1 | Pictometry Connect - EarlyAccess | Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product. | $ 10,000.00 | $ 0.00 (100%) | $ 0.00 |

| | | | | | |
|---|---|---|---|---|---|
| | | Applicable Terms and Conditions: Online Services General Terms and Conditions | | | |
| 1 | Pictometry Connect - CA - 250 | Pictometry Connect - CA - 250 (Custom Access) provides up to 250 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term.<br><br>Applicable Terms and Conditions: Online Services General Terms and Conditions;Software License Agreement<br><br>Product Parameters:<br>*Admin User Name:*<br>Kathleen Collins<br>*Admin User Email:*<br>kathleenc@coj.net | $ 6,750.00 | $ 0.00<br>(100%) | $ 0.00 |
| 1 | Pictometry Connect View - CA | Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. The quantity represents the number of years in the Connect term.<br><br>Applicable Terms and Conditions: Web Visualization Offering Terms and Conditions<br><br>Product Parameters:<br>*Admin User Name:*<br>Kathleen Collins<br>*Admin User Email:*<br>kathleenc@coj.net | $ 750.00 | $ 0.00<br>(100%) | $ 0.00 |
| 1 | State License Fee | State license fee.<br><br>Applicable Terms and Conditions: Order Form | $ 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. Term commences on date of initial shipment of imagery for a project. The quantity represents the number of years in the DRP term.<br><br>Applicable Terms and Conditions: Order Form | $ 0.00 | | $ 0.00 |
| 1 | Oblique Imagery Bundle w/One (1) Year of EFS Maint & 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, five (5) 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 one years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.<br><br>Applicable Terms and Conditions: Software License Agreement | $ 0.00 | | $ 0.00 |
| | | | | SUBTOTAL | $301,044.00 |

| SECOND PROJECT | | | | | |
|---|---|---|---|---|---|
| **QTY** | **PRODUCT NAME** | **PRODUCT DESCRIPTION** | **LIST PRICE** | **DISCOUNT PRICE (%)** | **AMOUNT[1]** |
| 942 | Reveal Essentials+ Property | Provides high resolution ortho and oblique imagery at a Property level. Deliverables include measurable oblique and ortho imagery at a property resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata.<br><br>Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use<br><br>Product Parameters:<br>*Leaf:*<br>Leaf Off: Less than 30% leaf cover | $ 400.00 | $ 200.00 (50%) | $ 188,400.00 |
| 942 | Reveal TrueTouch Property | TrueTouch is the application of visual improvements to customers' orthomosaic imagery<br><br>Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use<br><br>Product Parameters:<br>*Leaf:*<br>Leaf Off: Less than 30% leaf cover | $ 50.00 | $ 25.00 (50%) | $ 23,550.00 |
| 942 | Reveal Certified Ortho Property | Certified Ortho upgrades an Essentials orthomosaic to an authoritative orthomosaic produced in accordance with state and local requirements<br><br>Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use<br><br>Product Parameters:<br>*Leaf:*<br>Leaf Off: Less than 30% leaf cover | $ 50.00 | $ 25.00 (50%) | $ 23,550.00 |
| 1 | Survey Report - Imagery Project - Compiled To Accuracy Statement | Available with corresponding imagery purchase. Product Includes: Report signed/sealed by appropriately credentialed personnel. Report details production statistics including GPS/INS post processing and includes an NSSDA compliant "Compiled To" accuracy statement.<br><br>Applicable Terms and Conditions: Order Form | $ 1,500.00 | | $ 1,500.00 |
| 1 | Oblique Imagery Bundle w/One (1) Year of EFS Maint & 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, five (5) 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 one years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.<br><br>Applicable Terms and Conditions: Software License Agreement | $ 0.00 | | $ 0.00 |
| 1 | State License Fee | State license fee.<br><br>Applicable Terms and Conditions: Order Form | $ 0.00 | | $ 0.00 |
| 1 | Pictometry Connect - EarlyAccess | Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product. | $ 10,000.00 | $ 0.00 (100%) | $ 0.00 |

| | | | | | |
|---|---|---|---|---|---|
| | | Applicable Terms and Conditions: Online Services General Terms and Conditions | | | |
| 1 | Pictometry Connect View - CA | Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. The quantity represents the number of years in the Connect term.<br><br>Applicable Terms and Conditions: Web Visualization Offering Terms and Conditions<br><br>Product Parameters:<br>*Admin User Name:*<br>Kathleen Collins<br>*Admin User Email:*<br>kathleenc@coj.net | $ 750.00 | $ 0.00 (100%) | $ 0.00 |
| 1 | Pictometry Connect - CA - 250 | Pictometry Connect - CA - 250 (Custom Access) provides up to 250 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term.<br><br>Applicable Terms and Conditions: Online Services General Terms and Conditions;Software License Agreement<br><br>Product Parameters:<br>*Admin User Name:*<br>Kathleen Collins<br>*Admin User Email:*<br>kathleenc@coj.net | $ 6,750.00 | $ 0.00 (100%) | $ 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. Term commences on date of initial shipment of imagery for a project. The quantity represents the number of years in the DRP term.<br><br>Applicable Terms and Conditions: Order Form | $ 0.00 | | $ 0.00 |
| | | | | SUBTOTAL | $237,000.00 |

**THIRD PROJECT**

| QTY | PRODUCT NAME | PRODUCT DESCRIPTION | LIST PRICE | DISCOUNT PRICE (%) | AMOUNT[1] |
|---|---|---|---|---|---|
| 942 | Reveal Essentials+ Property | Provides high resolution ortho and oblique imagery at a Property level. Deliverables include measurable oblique and ortho imagery at a property resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata.<br><br>Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use<br><br>Product Parameters:<br>*Leaf:*<br>Leaf Off: Less than 30% leaf cover | $ 400.00 | $ 200.00 (50%) | $ 188,400.00 |
| 942 | Reveal TrueTouch Property | TrueTouch is the application of visual improvements to customers' orthomosaic imagery<br><br>Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use | $ 50.00 | $ 25.00 (50%) | $ 23,550.00 |

| | | | | | |
|---|---|---|---|---|---|
| | | Product Parameters:<br>*Leaf:*<br>Leaf Off: Less than 30% leaf cover | | | |
| 942 | Reveal Certified Ortho Property | Certified Ortho upgrades an Essentials orthomosaic to an authoritative orthomosaic produced in accordance with state and local requirements<br><br>Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use<br><br>Product Parameters:<br>*Leaf:*<br>Leaf Off: Less than 30% leaf cover | $ 50.00 | $ 25.00<br>(50%) | $ 23,550.00 |
| 1 | Survey Report - Imagery Project - Compiled To Accuracy Statement | Available with corresponding imagery purchase. Product Includes: Report signed/sealed by appropriately credentialed personnel. Report details production statistics including GPS/INS post processing and includes an NSSDA compliant "Compiled To" accuracy statement.<br><br>Applicable Terms and Conditions: Order Form | $ 1,500.00 | | $ 1,500.00 |
| 1 | Oblique Imagery Bundle w/One (1) Year of EFS Maint & 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, five (5) 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 one years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.<br><br>Applicable Terms and Conditions: Software License Agreement | $ 0.00 | | $ 0.00 |
| 1 | State License Fee | State license fee.<br><br>Applicable Terms and Conditions: Order Form | $ 0.00 | | $ 0.00 |
| 1 | Pictometry Connect - EarlyAccess | Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product.<br><br>Applicable Terms and Conditions: Online Services General Terms and Conditions | $ 10,000.00 | $ 0.00<br>(100%) | $ 0.00 |
| 1 | Pictometry Connect View - CA | Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. The quantity represents the number of years in the Connect term.<br><br>Applicable Terms and Conditions: Web Visualization Offering Terms and Conditions<br><br>Product Parameters:<br>*Admin User Name:*<br>Kathleen Collins<br>*Admin User Email:*<br>kathleenc@coj.net | $ 750.00 | $ 0.00<br>(100%) | $ 0.00 |

| | | | | | |
|---|---|---|---|---|---|
| 1 | Pictometry Connect - CA - 250 | Pictometry Connect - CA - 250 (Custom Access) provides up to 250 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term.<br><br>Applicable Terms and Conditions: Online Services General Terms and Conditions;Software License Agreement<br><br>Product Parameters:<br>*Admin User Name:*<br>Kathleen Collins<br>*Admin User Email:*<br>kathleenc@coj.net | $ 6,750.00 | $ 0.00 (100%) | $ 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. Term commences on date of initial shipment of imagery for a project. The quantity represents the number of years in the DRP term.<br><br>Applicable Terms and Conditions: Order Form | $ 0.00 | | $ 0.00 |
| | | | | SUBTOTAL | $237,000.00 |

**FOURTH PROJECT**

| QTY | PRODUCT NAME | PRODUCT DESCRIPTION | LIST PRICE | DISCOUNT PRICE (%) | AMOUNT[1] |
|---|---|---|---|---|---|
| 942 | Reveal Advanced Property | Provides measurable high resolution ortho and oblique imagery at the Property resolution as well as Reveal Four Band Color Infrared, Reveal Certified Ortho and Reveal TrueTouch add-on features. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata.<br><br>Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use<br><br>Product Parameters:<br>*Coverage Area Format:*<br>Shapefile<br>*Leaf:*<br>Leaf Off: Less than 30% leaf cover | $ 500.00 | $ 300.00 (40% - Long Term Incentive Discount) | $ 282,600.00 |
| 1 | Survey-Aerial Imaging Project NSSDA Compliant Independent Ground Control Survey | Survey of Ground Control Points (GCPs) performed by appropriately licensed surveyor in support of an independent accuracy assessment for Aerial Imagery. Required for both Aerial Imaging and AccuPlus Project Surveyor's Report - Tested To Accuracy Statement.<br><br>Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use | $ 15,444.00 | | $ 15,444.00 |
| 1 | Survey Report - AccuPlus Imagery Project - Tested To Accuracy Statement | Available with 'Survey - Aerial Imaging Project NSSDA Compliant Independent Ground Control Survey'. Product Includes: Report signed/sealed by appropriately licensed surveyor. Report details production statistics including GPS/INS post processing, AT results, test point residuals and includes an NSSDA compliant "Tested To" accuracy statement.<br><br>Applicable Terms and Conditions: Order Form | $ 3,000.00 | | $ 3,000.00 |
| 1 | State License Fee | State license fee.<br><br>Applicable Terms and Conditions: Order Form | $ 0.00 | | $ 0.00 |

| | | | | | |
|---|---|---|---|---|---|
| 1 | Oblique Imagery Bundle w/One (1) Year of EFS Maint & 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, five (5) 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 one years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.<br><br>Applicable Terms and Conditions: Software License Agreement | $ 0.00 | | $ 0.00 |
| 1 | Pictometry Connect - EarlyAccess | Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product.<br><br>Applicable Terms and Conditions: Online Services General Terms and Conditions | $ 10,000.00 | $ 0.00 (100%) | $ 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. Term commences on date of initial shipment of imagery for a project. The quantity represents the number of years in the DRP term.<br><br>Applicable Terms and Conditions: Order Form | $ 0.00 | | $ 0.00 |
| 1 | Pictometry Connect - CA - 250 | Pictometry Connect - CA - 250 (Custom Access) provides up to 250 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term.<br><br>Applicable Terms and Conditions: Online Services General Terms and Conditions;Software License Agreement<br><br>Product Parameters:<br>*Admin User Name:*<br>Kathleen Collins<br>*Admin User Email:*<br>kathleenc@coj.net | $ 6,750.00 | $ 0.00 (100%) | $ 0.00 |
| 1 | Pictometry Connect View - CA | Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. The quantity represents the number of years in the Connect term.<br><br>Applicable Terms and Conditions: Web Visualization Offering Terms and Conditions<br><br>Product Parameters:<br>*Admin User Name:*<br>Kathleen Collins<br>*Admin User Email:*<br>kathleenc@coj.net | $ 750.00 | $ 0.00 (100%) | $ 0.00 |

| | | |
|---|---|---|
| | SUBTOTAL | $301,044.00 |

| | | |
|---|---|---|
| Thank you for choosing Pictometry as your service provider. | **TOTAL** | $ 1,076,088.00 |

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

## 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.

## Geofences:

**FIRST PROJECT**

For the Pictometry Connect - CA - 250, Pictometry Connect View - CA product(s) in this project, the following geofences apply:
FL Duval (Primary), FL St. Johns

**SECOND PROJECT**

For the Pictometry Connect - CA - 250, Pictometry Connect View - CA product(s) in this project, the following geofences apply:
FL Duval (Primary), FL St. Johns

**THIRD PROJECT**

For the Pictometry Connect - CA - 250, Pictometry Connect View - CA product(s) in this project, the following geofences apply:
FL Duval (Primary), FL St. Johns

**FOURTH PROJECT**

For the Pictometry Connect - CA - 250, Pictometry Connect View - CA product(s) in this project, the following geofences apply:
FL Duval (Primary), FL St. Johns

## 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. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts due under this Agreement including, but not limited to, attorneys' fees and court costs.

**FIRST PROJECT**

| | |
|---|---|
| Due at Initial Shipment of Imagery | $301,044.00 |
| **Total Payments** | **$301,044.00** |

**SECOND PROJECT**

| | |
|---|---|
| Due at Initial Shipment of Imagery | $237,000.00 |
| **Total Payments** | **$237,000.00** |

**THIRD PROJECT**

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| | |
|---|---|
| Due at Initial Shipment of Imagery | $301,044.00 |
| **Total Payments** | **$301,044.00** |

**FOURTH PROJECT**

| | |
|---|---|
| Due at Initial Shipment of Imagery | $237,000.00 |
| **Total Payments** | **$237,000.00** |

**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 2 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, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates.

C. **Online Services – Use of Pictometry Connect Explorer™** – Pictometry's DRP includes the use of Connect Explorer for a term of ninety days from the date of delivery of the DRP imagery. Customer shall have access to the DRP imagery for as long as they maintain an active Connect account.

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**SECTION B** **LICENSE TERMS**

## PICTOMETRY DELIVERED CONTENT TERMS AND CONDITIONS OF USE

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

### 1. DEFINITIONS

1.1 "Authorized Subdivision" means, if you are a county or a non-state consortium of counties, any political unit or subdivision located totally or substantially within your boundaries that you authorize to have access to Delivered Content pursuant to the Delivered Content Terms and Conditions.

1.2 "Authorized System" means a workstation or server that meets each of the following criteria (i) it is owned or leased by you or an Authorized Subdivision, (ii) it is located within and only accessible from facilities that are owned or leased by you or an Authorized Subdivision, and (iii) it is under the control of and may only be used by you or Authorized Subdivisions.

1.3 "Authorized User" means any employee of you or Authorized Subdivisions that is authorized by you to have access to the Delivered Content through an Authorized System.

1.4 "Delivered Content" means the images, metadata, data layers, models, reports and other geographic or structural visualizations or embodiments included in, provided with, or derived from the information delivered to you by or on behalf of Pictometry pursuant to the Agreement.

1.5 "Project Participant" means any employee or contractor of persons or entities performing services for compensation for you or an Authorized Subdivision that has been identified by written notice to Pictometry prior to being granted access to Delivered Content and, unless Pictometry expressly waives such requirement for any individual, has entered into a written agreement with Pictometry authorizing such access.

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

2.1 Subject to the terms and conditions of the Agreement, you are granted nonexclusive, nontransferable, limited rights to:
(a) install the Delivered Content on Authorized Systems;
(b) permit access and use of the Delivered Content through Authorized Systems by:
(i) Authorized Users for performance of public responsibilities of you or Authorized Subdivisions that are to be performed entirely within facilities of you or Authorized Subdivisions;
(ii) Project Participants under the supervision of Authorized Users for performance of tasks or preparation of materials using only hard copies (or jpg copies) of Delivered Content solely for fulfilling public responsibilities of you or Authorized Subdivisions to be performed entirely within facilities of you or Authorized Subdivisions; and
(iii) individual members of the public, but only through Authorized Users and solely for the purpose of making hard copies or jpg copies of images of individual properties or structures (but not bulk orders of multiple properties or structures) to the individual members of the public requesting them.

2.2 You may not reproduce, distribute or make derivative works based upon the Delivered Content in any medium, except as expressly permitted in the Delivered Content Terms and Conditions.

2.3 You may not offer any part of the Delivered Content for commercial resale or commercial redistribution in any medium.

2.4 You may not distribute or otherwise make available any Delivered Content to Google or its affiliates, either directly or indirectly.

2.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.

2.6 You may not remove, alter or obscure copyright notices or other notices contained in the Delivered Content.

2.7 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in Delivered Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Delivered Content acquire any proprietary interest in the Delivered Content, or any copies thereof, except the limited use rights granted herein.

### 3. OBLIGATIONS OF CUSTOMER

3.1 **Geographic Data.** If available, you agree to provide to Pictometry geographic data in industry standard format (e.g., shape, DBF) including, but not limited to, digital elevation models, street centerline maps, tax parcel maps and centroids, which data, to the extent practicable, shall be incorporated into the Delivered Content. You agree that any of this data that is owned by you may be distributed and modified by Pictometry as part of its products and services, provided that at no time shall Pictometry claim ownership of that data.

3.2 **Notification.** You shall (a) notify Pictometry in writing of any claims or proceedings involving any of the Delivered Content within ten (10) days after you learn of the claim or proceeding, and (b) report promptly to Pictometry all claimed or suspected defects in Delivered Content.

3.3 **Authorized User Compliance.** You shall at all times be responsible for compliance by each Authorized User with the Delivered Content Terms and Conditions.

3.4 **Authorized Subdivision Compliance.** You shall at all times be responsible for compliance by each Authorized Subdivision with the Delivered Content Terms and Conditions.

3.5 **Project Participants.** Each notice to Pictometry identifying a potential Project Participant shall include a detailed description of the scope and nature of the Project Participants' planned work and the intended use of the Delivered Content in such work. Pictometry retains the right to restrict or revoke access to Delivered Content by any Project Participant who does not comply with the terms of the Delivered Content Terms and Conditions.

### 4. LICENSE DURATION; EFFECT OF TERMINATION

4.1 **Term**. The license granted to you in the Delivered Content Terms and Conditions is perpetual, subject to Pictometry's right to terminate the license in the event you do not pay in full the Fees specified elsewhere in the Agreement, the Agreement is terminated for any reason other than a breach of the Agreement by Pictometry, or as otherwise provided in the Agreement.

4.2 **Effect of Termination**. Upon termination of the license granted to you in the Delivered Content Terms and Conditions, you shall immediately cease all use of the Delivered Content, promptly purge all copies of the Delivered Content from all workstations and servers on which any of it may be stored or available at the time, and return hard drive/media containing Delivered Content to Pictometry.

### 5. TRADEMARKS; CONFIDENTIALITY

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

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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.** [NOT 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.

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**[END OF DELIVERED CONTENT TERMS AND CONDITIONS]**

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**SECTION B** **LICENSE TERMS**

## PICTOMETRY ONLINE SERVICES GENERAL TERMS AND CONDITIONS

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

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

1.1 You are granted a nonexclusive, nontransferable, limited right to access and use the Online Services and the Licensed Content obtained or derived from the Online Services solely for your internal business purposes and not for resale or redistribution. The rights granted to you include, subject to the restrictions set forth below and on the Order Form, the right to copy limited portions of the Licensed Content onto your computer to facilitate preparation of hardcopies and work product records, and the right to make hardcopies of the Licensed Content, provided that the Licensed Content and the permitted copies thereof may not be sold, leased, loaned, distributed, or copied for use by anyone other than you.

1.2 You may not make the Online Services available to any other party.

1.3 You may not copy the Licensed Content or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the Online Services.

1.4 You may not distribute or otherwise make available any Licensed Content to Google or its affiliates, either directly or indirectly.

1.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.

1.6 You may not remove, alter or obscure copyright notices or other notices contained in the Licensed Content.

1.7 You may not offer any part of the Online Services or the Licensed Content for commercial resale or commercial redistribution in any medium.

1.8 You may not use the Online Services or the Licensed Content to compete with any businesses of Pictometry.

1.9 You may not use information included in the Online Services or the Licensed Content to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. The term "consumer" is defined in the United States Fair Credit Reporting Act at 15 USC §1681.

1.10 You may not access the Online Services via mechanical, programmatic, robotic, scripted or any other automated means. Unless otherwise agreed by Pictometry in writing, use of the Online Services is permitted only via manually conducted, discrete, human-initiated individual search and retrieval activities.

1.11 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and the Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Online Services or the Licensed Content acquire any proprietary interest in the Online Services, the Licensed Content, or any copies thereof, except the limited use rights granted herein.

### 2. ACCESS TO SERVICES

2.1 Only you, your employees, and temporary or contract employees dedicated to performing work exclusively for you (each, an "Eligible User" and collectively, the "Eligible Users") are eligible to access and use the Online Services and the Licensed Content pursuant to the License Agreement. Each Eligible User to be provided access to the Online Service shall be assigned a unique login/password ("Pictometry Credential") for purposes of accessing the Online Services. You agree that each Pictometry Credential shall only be used by the Eligible User to whom it was originally assigned and that Pictometry Credentials may not be shared with, or used by, any other person, including other Eligible Users. You will promptly deactivate an Eligible User's Pictometry Credential in the event the Eligible User no longer meets the eligibility requirements or you otherwise wish to terminate the Eligible User's access to the Online Services. You are responsible for all use of the Online Services accessed with Pictometry Credentials issued to your Eligible Users, including associated charges, whether by Eligible Users or others. You will use reasonable commercial efforts to prevent unauthorized use of Pictometry Credentials assigned to your Eligible Users and will promptly deactivate any Pictometry Credentials you suspect are lost, stolen, compromised, or misused.

2.2 The Online Services, the Licensed Content, and features and functionality within the Online Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.

2.3 You are aware and understand that any user data collected or stored by the Online Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold Pictometry harmless from, all claims against Pictometry with respect to such access.

### 3. DISCLAIMERS

3.1 The Online Services and the Licensed Content are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.

3.2 The Online Services and the Licensed Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.

3.3 All measurements and reports generated by the Online Services or from the Licensed Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.

3.4 Contour information obtained from the Online Services or contained in the Licensed Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.

3.5 While the Online Services and the Licensed Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third party suppliers of the Online Services and the Licensed Content hereby disclaim all liability for damages claims and expenses arising from such use.

3.6 Your reliance on the Online Services and the Licensed Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose.

3.7 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content assume no responsibility for any consequences resulting from the use of the Online Services or the Licensed Content.

3.8 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the Online Services and the Licensed Content.

3.9 By accepting these General Terms and Conditions or by using the Online Services or the Licensed Content, you waive any and all rights you may have against Pictometry, each third party supplier of any portion of the Online Services or the Licensed Content, and each of their directors, officers, members and employees, arising out of use of or reliance upon the Online Services or the Licensed Content.

### 4. LIMITED WARRANTY

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4.1 Pictometry represents and warrants that it has the right and authority to make the Online Services and the Licensed Content available to you and your Eligible Users as authorized expressly by this License Agreement.

4.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.1, THE ONLINE SERVICES AND LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## 5. LIMITATION OF LIABILITY

5.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or the Licensed Content, (b) the unavailability or interruption of the Online Services or any features thereof or the Licensed Content, (c) your or an Eligible User's use of the Online Services or the Licensed Content, (d) the loss or corruption of any data or equipment in connection with the Online Services or the Licensed Content, (e) the content, accuracy, or completeness of the Licensed Content, all regardless of whether you received assistance in the use of the Online Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Online Services.

5.2 "Covered Party" means (a) Pictometry and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry; and (b) each third party supplier of any Licensed Content, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any Licensed Content or third party alliance entity and their affiliates.

5.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR THE LICENSED CONTENT OR THIS LICENSE AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE ONLINE SERVICES IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.

5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, THE LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (AND YOUR ELIGIBLE USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.

5.5 Notwithstanding anything to the contrary in this Section 5:

(a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Online Services or the Licensed Content, asserted against you by such third party provided: (i) all use of the Online Services and the Licensed Content was in accordance with this License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the Online Services or the Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.

(b) In addition to Section 5.5(a), if the Online Services, the operation thereof or the Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the Online Services or the Licensed Content, (ii) replace or modify the Online Services or the Licensed Content so that they become non-infringing; or (iii) terminate the License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.

(c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

## 6. MISCELLANEOUS

6.1 The terms and conditions of this License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or your Eligible Users but will apply to all similarly situated Pictometry customers using the Online Services. You may terminate this License Agreement upon written notice to Pictometry if any change to the terms and conditions of this License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.

6.2 In the event of a breach of this License Agreement by you, any Eligible User or someone using the Pictometry Credential of an Eligible User, Pictometry may temporarily suspend or discontinue providing access to the Online Services to any or all Eligible Users without notice and Pictometry may pursue any other legal remedies available to it.

6.3 All notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by Pictometry. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 25 Methodist Hill Drive, Rochester, New York 14623.

6.4 The failure of you, Pictometry, or any third party supplier of the Online Services or any Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

6.5 Neither you nor any Eligible User may assign or otherwise transfer your rights or delegate your duties under this License Agreement without the prior written consent of Pictometry. Any attempt by you or any Eligible User to assign, transfer or delegate your rights or obligations under this License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this License Agreement. This License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.

6.6 This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this License Agreement, the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York

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shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.

6.7 This License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this License Agreement.

6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the Online Services or any Licensed Content has the right to assert and enforce the provisions of this License Agreement directly on its own behalf as a third party beneficiary.

6.9 In the event of a breach of your obligations under this License Agreement or your payment obligations with respect to access to the Online Services or the Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.

6.10 This License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

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**[END OF ONLINE SERVICES GENERAL TERMS AND CONDITIONS]**

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**SECTION B** **LICENSE TERMS**

## PICTOMETRY WEB VISUALIZATION OFFERING TERMS AND CONDITIONS

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3.2 The WVO Services and the WVO Licensed Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.

3.3 All measurements and reports generated by the WVO Services or from the WVO Licensed Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.

3.4 Contour information obtained from the WVO Services or contained in the WVO Licensed Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.

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3.8 Pictometry and each third party supplier of any portion of the WVO Services or the WVO Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the WVO Services and the WVO Licensed Content.

3.9 By accepting these WVO Terms and Conditions or by using the WVO Services or the WVO Licensed Content, you waive any and all rights you may have against Pictometry, each third party supplier of any portion of the WVO Services or the WVO Licensed Content, and each of their directors, officers, members and employees, arising out of use of or reliance upon the WVO Services or the WVO Licensed Content.

**4. LIMITED WARRANTY**

4.1 Pictometry represents and warrants that it has the right and authority to make the WVO Services and the WVO Licensed Content available to you as authorized expressly by this WVO License Agreement.

4.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.1, THE WVO SERVICES AND WVO LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF WVO LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**5. LIMITATION OF LIABILITY**

5.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the WVO Services or the WVO Licensed Content, (b) the unavailability or interruption of the WVO Services or any features thereof or the WVO Licensed Content, (c) your or any other party's use of the WVO Services or the WVO Licensed Content, (d) the loss or corruption of any data or equipment in connection with the WVO Services or the WVO Licensed Content, (e) the content, accuracy, or completeness of the WVO Licensed Content,

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all regardless of any assistance received in the use of the WVO Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the WVO Services.

5.2 "Covered Party" means (a) Pictometry, its affiliates and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry or its affiliates; and (b) each third party supplier of any WVO Licensed Content, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any WVO Licensed Content or third party alliance entity and their affiliates.

5.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE WVO SERVICES OR THE WVO LICENSED CONTENT OR THIS WVO LICENSE AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE WVO SERVICES IN THE TWENTY-FOUR MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.

5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE WVO SERVICES, THE WVO LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (OR ANY OTHER WVO SERVICES USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.

5.5 Notwithstanding anything to the contrary in this Section 5:

(a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the WVO Services or the WVO Licensed Content, asserted against you by such third party provided: (i) all use of the WVO Services and the WVO Licensed Content was in accordance with this WVO License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the WVO Services or the WVO Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.

(b) In addition to Section 5.5(a), if the WVO Services, the operation thereof or the WVO Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the WVO Services or the WVO Licensed Content, (ii) replace or modify the WVO Services or the WVO Licensed Content so that they become non-infringing; or (iii) terminate the WVO License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.

(c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

## 6. MISCELLANEOUS

6.1 The terms and conditions of this WVO License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this WVO License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you but will apply to all similarly situated Pictometry customers using the WVO Services. You may terminate this WVO License Agreement upon written notice to Pictometry if any change to the terms and conditions of this WVO License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the WVO Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this WVO License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this WVO License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.

6.2 In the event of a breach of this WVO License Agreement by you or someone using the WVO Services, Pictometry may temporarily suspend or discontinue providing access to the WVO Services without notice and Pictometry may pursue any other legal remedies available to it.

6.3 All notices and other communications hereunder shall be in writing. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 25 Methodist Hill Drive, Rochester, New York 14623.

6.4 The failure of you, Pictometry, or any third party supplier of the WVO Services or any WVO Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

6.5 You may not assign or otherwise transfer your rights or delegate your duties under this WVO License Agreement without the prior written consent of Pictometry. Any attempt by you to assign, transfer or delegate your rights or obligations under this WVO License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this WVO License Agreement. This WVO License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.

6.6 This WVO License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this WVO License Agreement, the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.

6.7 This WVO License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this WVO License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this WVO License Agreement.

6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the WVO Services or any WVO Licensed Content has the right to assert and enforce the provisions of this WVO License Agreement directly on its own behalf as a third party beneficiary.

6.9 In the event of a breach of your obligations under this WVO License Agreement or your payment obligations with respect to access to the WVO Services or the WVO Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.

6.10 This WVO License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

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**[END OF WEB VISUALIZATION OFFERING TERMS AND CONDITIONS]**

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**SECTION B** **LICENSE TERMS**

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F. **Force Majeure.** Except with respect to Customer's payment obligations for services delivered, reports delivered or any ongoing subscription payment obligation, each party will be excused from performance under this Agreement, will not be deemed to be in breach hereof, and will have no liability to the other party whatsoever if either party is prevented from performing any of its obligations hereunder, in whole or in part, as a result of a Force Majeure Event. A "Force Majeure Event" means an event or occurrence beyond the control of the nonperforming party, such as an act of God or of the public enemy, embargo or other act of government in either its sovereign or contractual capacity, government regulation, travel ban or request, court order, civil disturbance, terrorism, war, quarantine restriction, epidemic, virus, fire, weather, flood, accident, strike, slowdown, delay in transportation, electrical power outage, interruption or degradation in electronic communications systems, inability to obtain necessary labor, materials or manufacturing facilities, and other similar events. In the event of any delay resulting from a Force Majeure Event, any date of delivery hereunder will be extended for a period equal to the time lost because of the delay.

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.

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**[END OF SOFTWARE LICENSE AGREEMENT]**

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**APPENDIX 1** **PHOTOGRAMMETRIC PRODUCT SPECIFICATIONS**

## Advanced Property deliverables

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| **Product** | Advanced Property |
| **Product Description** | Provides measurable high resolution ortho and oblique imagery at the Property level as well as Reveal Four Band Color Infrared, Reveal Certified Ortho and Reveal TrueTouch add-on features. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. |
| **Ortho frame imagery** | • Nominal 2in GSD ortho imagery, Imagery as good as 1.2in and no worse than 3in |
| **Orthomosaic Specifications** | Reveal Property Orthomosaic enhanced with the following Reveal add-ons:<br>• Certified Ortho<br>• TrueTouch<br>• Four Band Color Infrared |
| **Oblique Imagery** | Nominal 2.6in GSD oblique imagery ranging from 1.7in to 3.5in GSD:<br>• Where available fully automated photogrammetric mosaiced imagery. Imagery may contain seamlines |
| **Metadata and Reporting** | Metadata and reporting:<br>• Certified Ortho metadata and reporting<br>• Shapefile(s) with discrete deliverable boundaries and directional metadata |
| **Orthomosaic Deliverable Format (Online) - RGB Only** | Resolution:<br>• Nominal 2in GSD, no worse than 3in (Best Available Provided)<br>Access Methods:<br>• Available via web-based viewer (Connect) - Contracted separately<br>• Also available via WMS/WMTS (Image Service) - Contracted separately |
| **Orthomosaic Deliverable Format (Physical)** | Resolution:<br>• Nominal 2in GSD, no worse than 3in (Best Available Provided)<br>Projection/Coordinate System:<br>• Customer Selectable<br>Datum:<br>• Customer Selectable<br>File Format:<br>• Mosaic Tiles<br>  ○ Available as JPEG, GeoTIFF, JPEG2000, PNG, ECW, MrSID (All versions) with world file<br>  ○ Includes separate Pictometry Map Image (PMI) trailer file<br>• Project-Wide Mosaic<br>  ○ Available in ECW, MrSID (All versions) format |
| **Oblique Imagery & Frame Imagery Deliverable Format** | Access methods:<br>• Available via web-based viewer (Connect) - Contracted separately |
| **Delivery Timeline** | • Best efforts to make frame imagery available online within 20 days of capture complete<br>• Best efforts to make oblique imagery available online and/or ready for physical delivery within 30 days of capture completion<br>• Best efforts to make ortho imagery available online and/or ready for physical delivery within 200 days of final data collection. |

## Essentials Add-on - Certified Ortho

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| **Products Related to** | Essentials |

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| | Essentials+<br>Advanced |
| **Product Description** | *Certified Ortho* upgrades an Essentials orthomosaic to an authoritative orthomosaic produced in accordance with state and local requirements |
| **Product Eligibility** | • Reveal Certified Ortho can only be purchased in conjunction with a related product type<br>• Reveal Certified Ortho is only applicable to Reveal orthomosaic imagery |
| **Orthomosaic Accuracy** | Absolute Horizontal Accuracy:<br>• Produced to meet ASPRS Horizontal Accuracy Standards of ≤3 px RMSEx,y<br>• Optional 2 px RMSEx,y (where available) |
| ASPRS Accuracy Standards | https://www.asprs.org/a/society/committees/standards/Positional_Accuracy_Standards.pdf |
| **Metadata and Reporting** | Reporting<br>• FGDC Compliant metadata<br>• Project report in accordance with state and local requirements |
| **Optional Reporting*** | • Signed & Sealed Produced to Accuracy Statement<br>• Signed & Sealed Tested to Accuracy Statement<br>  ○ Requires Independent Accuracy Assessment to ASPRS Standards Product |

*** Available upon request. May require purchase of additional products**

## Essentials Add-on - TrueTouch

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|---|---|
| **Products Related to** | Essentials<br>Essentials+<br>Advanced |
| **Product Description** | TrueTouch is the application of visual improvements to customers' orthomosaic imagery |
| **Product Eligibility** | Can only be purchased with appropriate Reveal product<br>TrueTouch is only applicable to customer RGB and CIR orthomosaic imagery |
| **Content Specifications** | Seam Artifacts<br>• There will be no obvious seam edges between two adjacent orthophotos<br>• Orthomosaic will have edits to eliminate feature misalignment caused by seamlines which pass through features above the elevation surface including roads. Feature alignment across seamlines will be 3px or better.<br>  ○ Exceptions may include residential buildings and industrial complexes<br><br>Building and Bridge Lean<br>• Correction of bridges<br>• Correction of major buildings obstructing roadways<br>  ○ Exceptions may include residential buildings and industrial complexes |

## Essentials Add-on – Four Band Color Infrared

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| **Products Related to** | Essentials<br>Essentials+<br>Advanced |
| **Product Name** | Reveal Four Band Color Infrared |

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| **Product Description** | *Four Band Color Infrared* provides an automatically generated 3-Band color infrared orthomosaic with respective tiles. Imagery may contain seamlines. |
| **Product Eligibility** | • Reveal Four Band Color Infrared can only be purchased in conjunction with a related product type<br>• Reveal Four Band Color Infrared is only applicable to Reveal orthomosaic imagery |
| **Content Specifications** | Mosaics:<br>• 3-Band false color infrared orthomosaic<br>• 4-Band orthomosaic (Available upon request)<br>Mosaic Tiles:<br>• 4-Band orthomosaic tiles<br>• 3-Band false color infrared orthomosaic tiles (Available upon request) |
| **Orthomosaic Deliverable Format (Online)** | Currently Unavailable |

## Essentials+ Property deliverables

| **Product** | Essentials+ Property |
|---|---|
| **Ortho Frame Imagery** | • Nominal 2in GSD ortho imagery, Imagery as good as 1.2in and no worse than 3in |
| **Orthomosaic Specifications** | • Typical Positional Horizontal Accuracy: 1m at a 95% confidence level<br>• Fully automated photogrammetric orthomosaic. Imagery may contain seamlines<br>• Project-wide color and contrast balancing |
| **Oblique Imagery** | Nominal 2.6in GSD oblique imagery ranging from 1.7in to 3.5in GSD:<br>• Where available fully automated photogrammetric mosaiced imagery. Imagery may contain seamlines |
| **Metadata and Reporting** | Metadata:<br>• Metadata generated that meets FGDC Standards upon request<br>• Shapefile(s) with discrete deliverable boundaries and directional metadata |
| **Orthomosaic Deliverable Format (Online)** | Resolution:<br>• Nominal 2in GSD, no worse than 3in (Best Available Provided)<br>Access Methods:<br>• Available via web-based viewer (Connect) - Contracted separately<br>• Also available via WMS/WMTS (Image Service) - Contracted separately |
| **Orthomosaic Deliverable Format (Physical)** | Resolution:<br>• Nominal 2in GSD, no worse than 3in (Best Available Provided)<br>Projection/Coordinate System:<br>• Customer Selectable<br>Datum:<br>• Customer Selectable<br>File Format:<br>• Mosaic Tiles<br>  ○ Available as JPEG, GeoTIFF, JPEG2000, PNG, ECW, MrSID (All versions) with world file<br>  ○ Includes separate Pictometry Map Image (PMI) trailer file<br>• Project-Wide Mosaic |

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|---|---|
| | ○ Available in ECW, MrSID (All versions) format |
| **Oblique Imagery & Frame Imagery Deliverable Format** | Access methods:<br>• Available via web-based viewer (Connect) - Contracted separately |
| **Delivery Timeline** | • Best efforts to make frame imagery available online within 20 days of capture complete<br>• Best efforts to make ortho and oblique imagery available online and/or ready for physical delivery within 30 days of capture completion |

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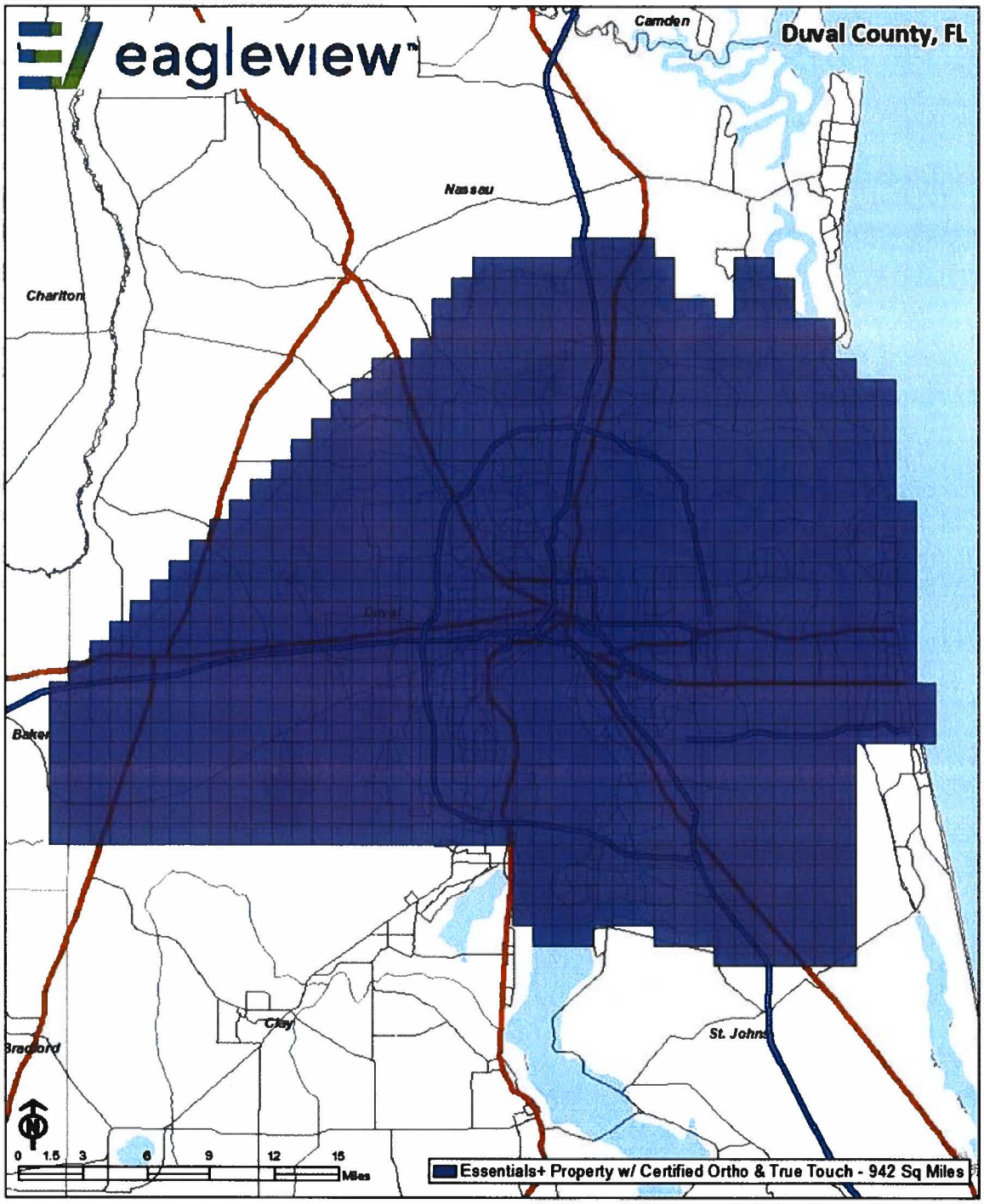
**MAP(S)**



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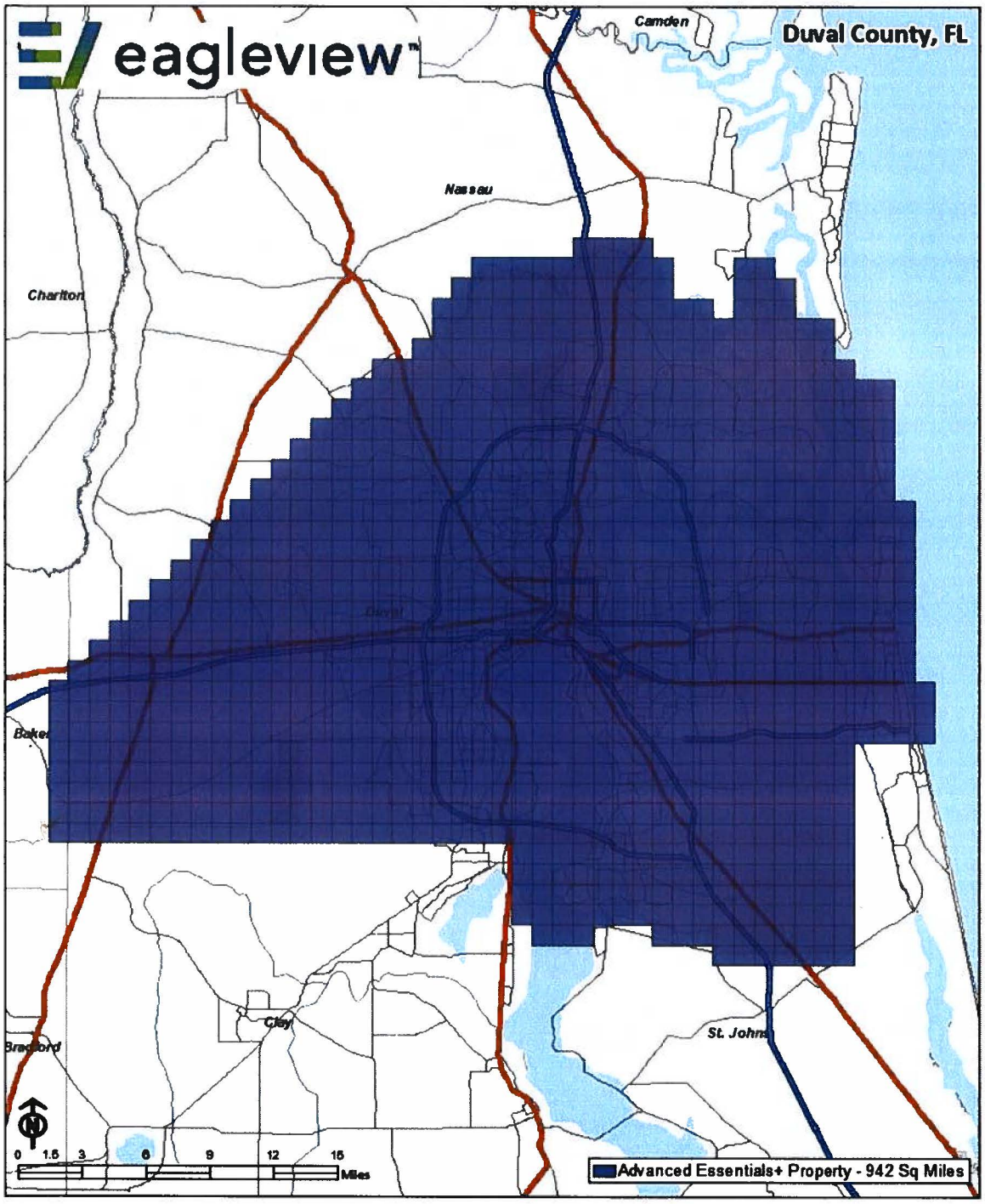

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EXHIBIT B: EXCEPTIONS TO SECTION 3 OF GENERAL TERMS AND CONDITIONS OF AGREEMENT

• Section 3.6: Imagery is processed at Contractor's offices in the U.S. and the office of an off-shore business process outsourcing "BPO" partner. We have the ability to process the imagery completely in-house (i.e., not use our BPO partner), but, in that case, we would need to reevaluate the delivery schedule for the imagery outlined in Section 4.

• Sections 3.9 and 3.10: We can offer dual ownership of all ortho imagery delivered under the contract (allowing for unrestricted use). The oblique imagery will be subject to a perpetual, non-transferrable, revocable license to use the imagery. This license would permit City to share the imagery with any political unit or subdivision located totally or substantially within Duval County's boundaries. The terms of the license will be added to the final agreement. The deliverables shall not be considered "work made for hire."

• Section 3.14: The final agreement will govern and any terms and/or conditions in the purchase order are of no effect.

• Section 3.15 and 3.43: Delete provisions. Contractor does not agree to making the resulting agreement a cooperative purchasing agreement nor subject to "Better Pricing" or "Most Favored Nation" provisions.

Section 3.16 (c): If the City is unable to make payment as set forth in the contract due to unavailability of funds and the City is in possession of deliverables for which Contractor has not been fully compensated in accordance with the payment terms of this Contractor for such deliverables, the City or such authorized party shall immediately cease use of those deliverables, purge those licensed products from all authorized party computers, and return those licensed products to the City.

• Sections 3.22 and 3.23: It is not possible to effectively prioritize and schedule capture flights if agreements are subject to termination for convenience and, therefore, we do not agree to it here. Contractor will resume work following the end of any suspension.

• Section 3.24: Sub item (1) to be removed because schedules can be affected by factors outside of Contractor's control, such as, without limitation, weather and leaf cover.

• Section 3.26: Transition services do not apply to the services to be provided for this project.

• Section 3.27: In the event of any termination under this section, the City will pay Contractor the pro rata value of the work completed before the date of termination.

• Section 3.29: Contractor conducts background checks and participates in E-Verify checks for new employees therefore we cannot agree to buyer initiated security checks.

• Sections 3.33 and 3.34: Contractor may assign the agreement upon written notice to the City pursuant to a corporate merger, acquisition, or similar transaction.

• Attachment D: This project does not involve construction or installation work therefore, Attachment D shall not apply.

• Attachment G, Section I to be removed. Our insurance policies do not provide for notices to third-parties for changes in coverage.

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# City of Jacksonville, Florida

*Lenny Curry, Mayor*

Procurement Division
Ed Ball Building
214 N. Hogan Street, Suite 800
Jacksonville, Florida 32202

ONE CITY. ONE JACKSONVILLE.

August 25, 2022

The Honorable Lenny Curry, Mayor
City of Jacksonville
4th Floor, St. James Building
Jacksonville, FL 32202

Dear Mayor Curry:

**Ref: P-19-22 Aerial Imagery Services**
Property Appraiser's Office

The Professional Services Evaluation Committee met today in Board Room 851 on the eighth floor of the Ed Ball Building for the purpose of concluding fee and contract negotiations with the number one ranked company/firm for the above-captioned project.

The following motion/recommendation was **adopted**:

That the City of Jacksonville on behalf of the Office Of The Property Appraiser enter into a contract with Pictometry, Inc., d/b/a Eagleview for Aerial Imagery Services by incorporating the attached Scope of Services identified as Exhibit 'A' and Fee Summary identified as Exhibit 'B' each project shall be authorized by an individual Purchase Order with a not-to-exceed cost applicable thereto; The maximum indebtedness of the City pursuant to this agreement is a not-to-exceed amount of $1,076,088; the Period of service is from October 1, 2022, through September 30, 2026, based on appropriately allocated funds with two (2) additional 2-year renewal options available at terms mutually agreeable. All other terms and conditions are per the RFP and the City's standard contract language.

If the foregoing meets your approval, we respectfully request your signature and return to my office.

Respectfully submitted,

Gregory Redse, Chief
Procurement Division
Chairman, Professional Services
Evaluation Committee

APPROVED

Lenny Curry, Mayor

This 24th day of August, 2022

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

GP ab

cc Council Auditor
James McCain, Jr., OGC
Subcommittee Members

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# Contract Purchase Agreement POA-72008-22

| | |
|---|---|
| Agreement | POA-72008-22 |
| Agreement Date | 31-AUG-2022 |
| Revision | 0 |
| Agreement Amount | 1,076,088.00 USD |
| Solicitation Number | P-19-22 |

Sold To
**City of Jacksonville**
**117 West Duval Street**
**Suite 375**
**JACKSONVILLE, FL 32202**
**US**

Supplier
**Pictometry International Corp.**
**100 Town Centre Drive**
**Suite A**
**ROCHESTER, NY 14623**

Notes Pricing in accordance with P-19-22 Aerial Imagery Services - Re-Bid.

| Supplier Number | Payment Terms | Freight Terms | FOB | Shipping Method |
|---|---|---|---|---|
| 25333 | Net 30 | Freight Prepaid | FOB Destination | Best Way |
| **Start Date** | **End Date** | | **Confirm To** | |
| 30-Sep-2022 | 29-Sep-2026 | | David Klages<br>dklages@coj.net | |

DRAFT

| | |
|---|---|
| This Order is subject to the General conditions attached here to.<br>Manufacturer's Federal excise tax exempt no 59-89-0120K<br>Florida State sales and use tax exemption no. 85-8012621607C-8 | Approved by Gregory Pease, Chief Procurement Division |