

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

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

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

WHEREAS, Section B, 1a of the Agreement between Skagit County and Pictometry has a provision to allow Authorized Subdivisions and their personnel, "Authorized Users", to use licensed Pictometry products provided that the Authorized Subdivision follows the terms and conditions of the "Pictometry Master Agreement" (Contract #C20230075) and has an Agreement with Skagit County; and

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

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

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

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

1. PARTIES

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

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

- Exhibit A – Technical Imagery Services
- Exhibit B – Master Agreement between Pictometry and the County

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

2. TERM OF AGREEMENT

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

3. ADMINISTRATION

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

County

Geoffrey Almvig, Skagit County GIS Manager
1700 East College Way
Mount Vernon, WA 98273

Telephone: (360) 416-1131

Email: geoffa@co.skagit.wa.us

Agency

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

Telephone: 360-848-4443

Email: wilson@skagitpud.org

4. TREATMENT OF ASSETS

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

5. INDEMNIFICATION

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

6. TERMINATION

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

Upon termination of this Agreement, Agency will pay its appropriated share for all services rendered within the current payment period and shall follow the terms set forth in Section 4, Effect Of Termination, of the Pictometry Master Agreement (see Exhibit B).

7. TERMINATION OF AGREEMENT – EVENTS OF DEFAULT

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

- a) The Agency wrongfully uses the data provided by the County per terms of this agreement including all attachments.
- b) The Agency sells, gives, leases, or loans access to the screens or the data contained therein to any person or in any way, directly or indirectly, allows copies to be made by any person without the express written approval of the County.
- c) The Agency intentionally performs an action that will result in damage to data, software or hardware used to perform services as described in this agreement including all attachments.
- d) The Agency provides access to confidential or proprietary information to unauthorized individuals, third parties, software programs or interfaces, without prior written permission of the County.
- e) The Agency intentionally or unintentionally bypasses, security controls, policies, processes, or policies which would allow or create the possibility of allowing unauthorized access to confidential or proprietary information.
- f) Any other violations of the terms and conditions of this agreement or the Pictometry Master Agreement (see Exhibit B) and fails to cure the default within 10 days of notice.

8. CHANGES, MODIFICATION, AMENDMENTS, AND WAVERS

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

9. PUBLIC DISCLOSURE

As a public agency, the County is subject to public disclosure and other laws that require it to release information. The Agency agrees that pursuant to the Washington State Public Records Act, Chapter 42.56 of the Revised Code of Washington, other applicable laws, or as compelled by a court of law, the County may be required to disclose information in the County's possession or control provided by the Agency. County shall promptly notify the Agency of any requests for public disclosure of documents, court orders, subpoenas or other legal process that requires release of the Agency information such that the Agency may be able to take legal action to prevent disclosure, should the Agency desire to do so. However, the Agency shall be responsible for and bear the costs of taking legal action to prevent disclosure of such documents and information. In no event shall the County be liable to the Agency for disclosure of the Agencies documents and information it deems necessary to disclose under the law.

Dissemination of data or information is the responsibility of the Agency recording the data or information in accordance with this Agreement and Public Disclosure Act, Chapter 42.56 RCW, the Washington State Criminal Records Act, Chapter 10.97 RCW and other applicable state and federal laws.

10. GENERAL SERVICE TERMS

10.1 Authorized Use

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

10.2 The County may Prioritize Provision of Access

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

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

10.3 Software

Access to Pictometry imagery is through Pictometry's cloud-based application "Connect Explorer". A copy of the contract (#C20230075) between Pictometry and the County is displayed in Exhibit B of this agreement and lists the terms of software/product use. These terms apply to both the County and the Agency. It is the responsibility of both the County and the Agencies to understand and follow the terms of use for Pictometry software and related products.

The Pictometry products are licensed through Pictometry and are subject to the provisions of the Master Agreement between Pictometry and the County (see Exhibit B). The Agency is required to follow the terms and conditions contained in the Master Agreement between Pictometry and the County (see Exhibit B) including any conditions and terms necessary to keep County in compliance.

10.4 Agency Equipment Costs and Management

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

11. LIMITATION OF LIABILITY

11.1 Non-Conforming services

For any services which fail to conform to the specification(s) detailed in this Agreement or the Pictometry Master Agreement (See Exhibit B) and such failure is caused solely by the negligence of Pictometry International, the County shall attempt to work with Pictometry International to resolve non-conforming services to the extent possible. As stated in Section 4.1, Acceptance Of Completed Work, of Exhibit A of this agreement, the Agency has ten (10) calendar days to inspect the product and notify, in writing, the County of any product errors, omissions, flaws, or incomplete work. If no errors are brought to the attention of the County within ten (10) calendar days, the product acceptance and delivery shall be considered complete.

11.2 Damage

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

12. VENUE AND CHOICE OF LAW

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

13. PATENT/COPYRIGHT INFRINGEMENT

Agency will defend and indemnify the County from any claimed action, cause or demand brought against the County; to the extent such action is based on the claim that information supplied by the Agency infringes any

patent or copyright. The Agency will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

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

14. SEVERABILITY

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

15. OWNERSHIP OF ITEMS PRODUCED

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

All writings, programs, data, public records, or other materials prepared by the Agency and/or its consultants or subcontractors, in connection with performance of this Agreement shall be the sole and absolute property of the Agency. Vendors providing software, hardware or services shall retain all intellectual property rights for programs, documentation or other optional materials to County or Agency.

16. WAIVER

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


17. SURVIVAL

The provisions of paragraphs 5 (Indemnification), 7 (Termination), 12 (Venue and Choice of Law), 13 (Patent/Copywrite), 15 (Ownership of Items Produced), 16 (Confidentiality), 17 (Waiver), shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

18. ENTIRE AGREEMENT

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

- PUBLIC UTILITY DISTRICT NO.1 OF SKAGIT COUNTY -


George Sidhu (Jun 9, 2023 11:30 PDT)

General Manager

Date: Jun 9, 2023

Print Name: George Sidhu

MAILING ADDRESS:

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

DATED this 26 day of June, 2023.

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

Ron Wesen

Ron Wesen, Chair

Lisa Janicki

Lisa Janicki, Commissioner

Peter Browning

Peter Browning, Commissioner

Attest:

Katie Williams

Clerk of the Board

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

Recommended:

Geoff Altmwig

Department Head

County Administrator

Approved as to form:

M. Mello

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Maryleuben

Risk Manager

Approved as to budget:

Susha Gagne

Budget & Finance Director

Exhibit A – Technical Imagery Services

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LIST OF IMAGERY PRODUCTS AND SERVICES

AERIAL IMAGERY SERVICE

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

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

Some of the above products are offered as an optional purchase; meaning, that the partnering Agency has the option to purchase the product or service. For more information on these options and services, please see section 1 (DEFINITIONS) and Section 6 (SERVICE FEES) and Section 11 (TOTAL CONTRACT COSTS).

1. DEFINITIONS

1.1 Pictometry and EagleView

Pictometry is a company that was originally formed in the mid 1990's. In 2013, Pictometry merged with Eagleview Technologies, creating a business focused on developing progressive imagery-based technology. Throughout this contract, the company and image technology will generically be referred to as "Pictometry".

1.2 Pictometry Aerial Imagery (Required Purchase)

In the spring of 2023, Pictometry will send planes to the northwest to capture county-wide aerial imagery. Ideally, the imagery will be collected in the March/April time frame; however, this is weather dependent and sometimes flights are completed in May or even June. The imagery is captured in both orthographic (straight down) and oblique (side view) directions. Cities are shot at 3-inch resolution while the rural county is shot at 6-inch resolution.

The flight is scheduled for the April/May time frame to try and capture images during leaf-off conditions. Because the emphasis is on leaf-off, imagery above 500 feet of elevation may still have snow on the ground.

The raw imagery can be provided to partner agencies on disk drives supplied by the Agency, or the imagery can be accessed online through Connect Explorer using a license login (see Section 1.3 for more information). The participating Agency is required to purchase the imagery, but the Connect Explorer licenses are optional. Raw imagery can be viewed within ArcGIS Desktop (a purchased product not part of this contract) using the "no-cost" Pictometry plug-in.

1.3 Connect Explorer (Optional Purchase)

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

1.4 Building Footprints (Optional Purchase)

The County provides the option for partnering agencies to receive a GIS file of building footprints. Pictometry efficiently digitizes (traces) building that are 200 square feet and greater. Agencies requesting this information shall pay for this information as specified in Section 6.3.

1.5 Professional Imagery Support Services (Optional Purchase)

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

2. COUNTY RESPONSIBILITIES

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

2.1 Data Delivery

Delivery of a portable disk drive containing all the licensed Pictometry products which shall include the image library. The Agency shall provide the portable disk drive as specified in Section 3.4 of this Agreement. The County will add the image data to the disk and notify the Agency when the disk is ready.

2.2 Complementary Support

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

2.3 Training

Connect Explorer training is available on-line through the Pictometry website; however, Pictometry will provide end user training sessions. The Agency may designate two authorized representatives to attend the training session. In addition, the County may organize one advanced user technical training session. The Agency may designate one authorized representative to attend this session.

2.4 Financial Management

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

2.5 Professional Support Services

The County may provide professional support services beyond the requirements for training, technical support, product development, providing historic (2007-2021) Pictometry imagery or other services that are related to the support of Pictometry products. These extended services shall require a Work Order and financial compensation as specified in Section 6.4.

2.6 Connect Explorer Software

The County may provide Connect Explorer licenses (optional purchase) to authorized partners. License packages are provided by Pictometry in 50 and 100 license packs and the County will divide the licenses between Tier 1 and Tier 2 partners at a per license price as further defined in Section 6.2.

2.7 Pictometry Building Footprints

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

3. AGENCY RESPONSIBILITIES

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

3.1 Comply with Agreement Terms and Conditions

The Agency shall comply with this Interlocal Agreement and the terms and conditions of the Master Agreement between Pictometry and the County (Exhibit B) and Pictometry Connect Explorer license agreement (online click through EULA).

3.2 Liaison Assignment

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

3.3 Liaison Role

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

3.4 Disk Drive for Data Transfer

The Agency shall provide a portable disk drive, large enough to hold all the data, to the County so that the imagery products can be loaded and delivered to the Agency.

3.5 Agency Distribution of Pictometry

The Liaison or their Designee shall distribute the Pictometry imagery products to the Agency authorized users in accordance with this Agreement and Pictometry Master License Agreement (Exhibit B).

3.6 Internal Agency Training

The Agency is responsible for providing Pictometry training and technical support to their internal Authorized Users. The Agency is also responsible for ensuring that their Authorized Users understand the terms and conditions of this Agreement and the Pictometry Master License Agreement (Exhibit B).

3.7 Use of Pictometry Products by Contractors

Pictometry will allow, under certain conditions, the Agency to provide Pictometry products to contractors (Project Participant) that are performing services for the Agency for compensation. These conditions are described in Section B, Sections 1o of the Master Agreement between Pictometry and the County (see Exhibit B).

3.8 Use of Pictometry Products

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

3.9 Special Situations

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

4. SERVICE CONDITIONS

4.1 Acceptance of Completed Work

The County's Master Agreement with Pictometry is currently scheduled for image acquisition between March and April (leaf-off tree condition to insure more visibility) of 2023. However, this is contingent upon weather conditions. There is a possibility that the image acquisition may occur at a later date. Once the image acquisition is complete and the County has received and approved the Pictometry products, a copy of the Pictometry products shall be created on a portable disk drive, provided by the Agency, and delivered to Agency for final inspection. The Agency has ten (10) calendar days

to inspect the product and notify, in writing, the County of any product errors, omissions, flaws, or incomplete work. If no errors are brought to the attention of the County within ten (10) calendar days, the product acceptance and delivery shall be considered complete.

4.2 Hours of Support

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

4.3 No Joint Venture or Partnership

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

5. DATA LIMITATIONS

5.1 Product Archival and Retention

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

5.2 Data Limitations

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

5.3 Spatial Accuracy

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

6. SERVICE FEES (REQUIRED AND OPTIONAL)

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

6.1 Pictometry Aerial Imagery (Required Purchase)

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

Imagery Costs: A two tier fee structure is established to provide a simple and equitable cost plan for the purchase of Pictometry products for all Authorized Subdivisions. Tier one agencies are those agencies that have county-wide responsibilities. The costs for tier one agencies are \$12,500 per year for a total of \$25,000 (does not include tax) over the term of this Agreement (2-year term). The tier two agencies are those agencies that have city-wide responsibilities.

The cost for tier two agencies is \$5,000 per year for a total of \$10,000 (does not include tax) over the term of this Agreement (2-year term). Some Agencies may have worked with the County to extend the imagery area. In these situations, the Agency is responsible for the additional cost.

The Agency is considered a tier one Agency and therefore shall pay a total of \$25,000 for a two-year license of Pictometry products. Fees do not include sales tax in the pricing unless otherwise specified.

6.2 Connect Explorer Licenses Fees (Optional Product)

Pictometry provides several ways to access the aerial image library. These include the ArcGIS Pictometry Plug-in (ArcGIS software required) and Connect Explorer. The ArcGIS Plugin is included with the Pictometry Aerial Imagery whereas Connect Explorer is an additional cost. Connect Explorer is accessed through a web browser or mobile application and gives the user the ability to access the image library anywhere they have an internet connection. Since this software is hosted by Pictometry, there is no need to install any software. This is the most flexible option to access the aerial imagery; however, there is an additional cost for this service. Partners who are private companies must acquire Connect Explorer licenses directly from Pictometry.

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

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

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

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

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

6.3 Pictometry Building Footprints (Optional Product)

The County provides the option for partnering agencies to purchase building footprints for their jurisdiction. Buildings that are 200 square feet and greater are digitized and provided as an ESRI shapefile format. Agencies requesting this information shall pay for this information as an optional product. The cost for this service is dependent on the size of the area being requested.

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

6.4 Professional Support Services (Optional Product)

The County provides one hour of complimentary support; however, if the Agency should require additional Pictometry related support they may make a request to the County for such support. Additional support shall be provided on a time and materials fee structure. Professional support services may include additional training, technical support, product development, providing historic (2007-2021) imagery, or other service that is related to the support of Pictometry products.

Service Rates: are based on actual costs for services not fixed rates. Actual costs include overtime salary, benefits, and material costs. Overtime salary may be used instead of straight time salary since all extended service work will be completed outside of the County's 40-hour work week. County employees are paid at different rates depending on their job classification and seniority. The County shall assign personnel to the project based on the complexity of the task and resource availability. All efforts shall be made by the County to minimize costs to the Agency where possible. Labor rates may also change due to natural step increases or unexpected changes outside the County's budget process, such as, union negotiations, change in personnel, change in County employee's salary and benefits, or other unexpected costs. If requested, the County will make available to the Agency a copy of the detailed expense report generated from the County's financial system.

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

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

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

7. PAYMENT DATES

The total cost of this 2-year agreement is divided into two payments. The first payment is due one month after the Agency has received the imagery products. Typically, this occurs within the month of August. The second payment is due no later than one year after the first payment due date. Some Agencies may elect to make 1 full payment in lieu of 2 half payments.

8. INVOICES AD LATE PAYMENTS

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

9. DISPUTES

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

10. PAYMENT OF TAXES

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

11. TOTAL CONTRACT COST

The following are the costs of this agreement:

- Pictometry Imagery: The Agency is considered a tier one agency and therefore shall pay a total of \$25,000 (two \$12,500 payments) plus tax for a two-year license of Pictometry products. The first payment will be due in 2023 and the second payment will be due in 2024.
- Connect Explorer: The Agency has requested 10 Connect Explorer licenses at a cost of \$48 per license per year (tax is already included in this price). For 2023, the Agency will pay \$480 for these licenses. For 2024, the number of licenses may change depending on the Agencies need.
- Pictometry Building Footprints: The Agency has currently elected not to purchase building footprints.

Exhibit B – Master Agreement between Pictometry International and the County

EXHIBIT B - MASTER AGREEMENT BETWEEN PICTOMETRY AND THE COUNTY

**AGREEMENT BETWEEN
 PICTOMETRY INTERNATIONAL CORP.
 AND SKAGIT COUNTY, WA**

This order form ("Order Form") is by and between Pictometry International Corp. and its affiliates, also dba EagleView, ("EagleView") and Skagit County, WA ("Customer") for the purchase of the Content and Services set forth in Section A: Product Description, Prices and Payment Terms below. The provision of all such Content and Services is subject to this Order Form and the contract components listed below:

Section A: Product Descriptions, Prices and Payment Terms

Section B: License Terms:

- General Terms
- Product Specific Terms
 - Delivered Content
 - Online Services
 - Web Visualization
 - Software License

Section C: Non-Standard Terms and Conditions

Appendix 1: Photogrammetric Product Specifications

Map(s)

(all of which, collectively, constitute this "Agreement"). In consideration of, and subject to, payment by Customer of the Fees specified in Section A of the Agreement, and subject to the terms and conditions set forth in the Agreement, EagleView agrees to provide Customer with access to and use of the Content and Services specified in Section A of the Agreement in accordance with the terms and conditions of the Agreement. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

In the event of any conflict among any contract components comprising the Agreement, the order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Section C: Non-Standard Terms and Conditions; Appendix 1: Photogrammetric Product Specifications; Section A: Product Descriptions, Prices and Payment Terms; Section B.II: License Terms (Product Specific Terms); and Section B.I: License Terms (General Terms).

The Agreement 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
SKAGIT COUNTY, WA	PICTOMETRY INTERNATIONAL CORP.
Government	a Delaware corporation
SIGNATURE	SIGNATURE: <i>Robert Locke</i>
NAME:	NAME: Robert Locke
TITLE:	TITLE: President
EXECUTION DATE:	EXECUTION DATE: Feb 1, 2023

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

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

ORDER #
LC-10000169

BILL TO
Skagit County, WA
Geoff Almvig
1800 Continental Place
Mount Vernon, Washington 98273
(360) 416-1131
geoffa@co.skagit.wa.us

SHIP TO
Skagit County, WA
Geoff Almvig
1800 Continental Place
Mount Vernon, Washington 98273
(360) 416-1131
geoffa@co.skagit.wa.us

CUSTOMER ID	SALES REP	FREQUENCY OF PROJECT
	Dustin Walters	Biennial

PROJECT 1

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE %	AMOUNT ¹
1	Oblique Imagery Bundle w/ Two(2) Yrs 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, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation	\$ 0.00		\$ 0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. 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
135	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. <i>Product Parameters:</i> Elevation Data Source: Public Avail - NED USGS GeoBase Leaf: Leaf Off: Less than 30% leaf cover Special Instructions	\$ 400.00	10%	\$ 48,600.00

964	Reveal Essentials+ Neighborhood	Provides ortho and oblique imagery at a Neighborhood level. Deliverables include measurable oblique and ortho imagery at a neighborhood resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. <i>Product Parameters:</i> Elevation Data Source: Public Avail - NED/USGS/GeoBase Leaf: Leaf Off: Less than 30% leaf cover Special Instructions:	\$ 160.00	25%	\$ 115,680.00
964	Reveal Orthomosaic - Combined	This product represents a single orthomosaic, combining tiles of multiple resolutions with the best-available resolution preferred <i>Product Parameters:</i> Elevation Data Source: Public Avail - NED/USGS/GeoBase Leaf: Leaf Off: Less than 30% leaf cover Special Instructions:	\$ 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. <i>Product Parameters:</i> Server Integration: Third-Party Integrator: Domain: URI Special Instructions:	\$ 10,000.00	100%	\$ 0.00
SUBTOTAL					\$164,280.00

PROJECT 2

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE %	AMOUNT ¹
964	Reveal Orthomosaic - Combined	This product represents a single orthomosaic, combining tiles of multiple resolutions with the best-available resolution preferred <i>Product Parameters:</i> Elevation Data Source: Public Avail - NED/USGS/GeoBase Leaf: Leaf Off: Less than 30% leaf cover Special Instructions:	\$ 0.00		\$ 0.00

1	Oblique Imagery Bundle w/ Two(2) Yrs 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, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$ 0.00		\$ 0.00
135	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. <i>Product Parameters:</i> Elevation Data Source: Public Avail - NED USGS GeoBase Leaf: Leaf Off: Less than 30% leaf cover Special Instructions:	\$ 400.00	10%	\$ 48,600.00
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
964	Reveal Essentials+ Neighborhood	Provides ortho and oblique imagery at a Neighborhood level. Deliverables include measurable oblique and ortho imagery at a neighborhood resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. <i>Product Parameters:</i> Elevation Data Source: Public Avail - NED USGS GeoBase Leaf: Leaf Off: Less than 30% leaf cover Special Instructions:	\$ 160.00	25%	\$ 115,680.00
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. <i>Product Parameters:</i> Server Integration: Third-Party Integrator:	\$ 10,000.00	100%	\$ 0.00

		Domain URI Special Instructions			
SUBTOTAL					\$164,280.00

PROJECT 3

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE %	AMOUNT ¹
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	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. <i>Product Parameters:</i> Server Integration: Third-Party Integrator: Domain URI: Special Instructions:	\$ 10,000.00	100%	\$ 0.00
964	Reveal Essentials+ Neighborhood	Provides ortho and oblique imagery at a Neighborhood level. Deliverables include measurable oblique and ortho imagery at a neighborhood resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. <i>Product Parameters:</i> Elevation Data Source: Public Avail - NED USGS GeoBase Leaf: Leaf Off: Less than 30% leaf cover Special Instructions:	\$ 160.00	25%	\$ 115,680.00
964	Reveal Orthomosaic - Combined	This product represents a single orthomosaic, combining tiles of multiple resolutions with the best-available resolution preferred. <i>Product Parameters:</i> Elevation Data Source: Public Avail - NED USGS GeoBase Leaf: Leaf Off: Less than 30% leaf cover Special Instructions:	\$ 0.00		\$ 0.00

1	Oblique Imagery Bundle w Two(2) Yrs 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, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$ 0.00		\$ 0.00
135	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. <i>Product Parameters:</i> Elevation Data Source: Public Avail - NED USGS GeoBase Leaf: Leaf Off: Less than 30% leaf cover Special Instructions	\$ 400.00	10%	\$ 48,600.00
SUBTOTAL					\$164,280.00

Thank you for choosing EagleView as your service provider	TOTAL	\$ 492,840.00
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¹Amount per product = ((1-Discount %) * Qty * List Price)

Geofences:

Geofences Products Affected:

Pictometry Connect - Early Access

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 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 EagleView all costs EagleView incurs in collecting past due amounts due under this Agreement including, but not limited to, attorneys' fees and court costs.

First Project

Year1
 Deposit Due At Signing \$0.0
 Due at Delivery / Activation \$82140.00
 Year2
 Due at Anniversary of Delivery / Activation \$82140.00

Second Project

Year1
 Due at Delivery / Activation \$82140.00

Year2
Due at Anniversary of Delivery/Activation \$82140.00

Third Project
Year1
Due at Delivery/Activation \$82140.00
Year2
Due at Anniversary of Delivery/Activation \$82140.00

I. GENERAL TERMS

These General Terms (the "General Terms") set forth the terms and conditions that govern Customer's access to and use of all Content and Services (each as hereinafter defined) provided by EagleView (unless otherwise expressly provided to the contrary herein). As used in these General Terms, the terms "you" and "your" in uppercase or lowercase shall mean the Customer that entered into the Agreement into which these General Terms are incorporated.

1. DEFINITIONS

- a. "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 any Content pursuant to the Agreement.
- b. "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.
- c. "Authorized Users" means Delivered Content Authorized Users and Eligible Users.
- d. "Content" means, collectively, the Delivered Content, the Licensed Content and the WVO Licensed Content.
- e. "Covered Party" means (a) EagleView, and its affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of EagleView or any of its affiliates; and (b) each third party supplier of any Content or Services, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any Content or Services, or of any third party alliance entity and their affiliates.
- f. "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 EagleView pursuant to the Agreement (whether via hardware or online (but excluding via the Online Services)), in connection with the EagleView products specified in Section A: Product Description, Prices and Payment Terms.
- g. "Delivered Content 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.
- h. "Documentation" means any written materials that accompany the EagleView Software.
- i. "Eligible Users" means you, your employees, and temporary or contract employees dedicated to performing work exclusively for you.
- j. "Licensed Content" means images available via the Online Services, and all associated metadata and data layers included in, provided with, or derived from those images.
- k. "Online Services" means the Pictometry Connect online services made available to you by or on behalf of EagleView pursuant to the Agreement, as specified in Section A: Product Description, Prices and Payment Terms.
- l. "EagleView Credential" means the unique login/password assigned to each Eligible User for purposes of accessing any of the Services.
- m. "EagleView Software" means the software that EagleView makes available to you to install (whether via download or otherwise) and view the Delivered Content.
- n. "Project" means a project as specified in Section A: Product Description, Prices and Payment Terms.
- o. "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 EagleView prior to being granted access to Delivered Content and, unless EagleView expressly waives such requirement for any individual, has entered into a written agreement with EagleView authorizing such access.
- p. "Services" means, collectively, any services set forth in Section A: Product Description, Prices and Payment Terms, the Online Services, the WVO Services and the EagleView Software (and accompanying Documentation) and any other services provided by EagleView and agreed upon between the parties from time to time.
- q. "WVO Licensed Content" means the images available in the WVO Services, and all associated metadata and data layers included in, provided with, or derived from those images.
- r. "WVO Services" means the EagleView web visualization offerings made available to you by or on behalf of EagleView pursuant to the Agreement, as specified in Section A: Product Description, Prices and Payment Terms.

2. RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- a. Usage Rights. Your rights with respect to your (and to the extent applicable your Authorized Users') access to and use of the applicable Content and Services is set forth in Section B.II: License Terms (Product Specific Terms).
- b. Restrictions. You agree to the following restrictions in connection with your access to and use of the Content and Services:
 - i. You may not copy, distribute or make derivative works based upon the Content or Services in any medium, except to the extent expressly permitted in the Agreement. Without limiting the foregoing, except to the extent expressly permitted in the Agreement, you may not copy or retain copies of the Content, or any portions thereof, on any computer or storage device or media including for the purpose of creating or maintaining one or more databases of that Content for use in substitution for subsequent access to the Content, nor will you authorize or permit any user of the Services to do so.
 - ii. You may not distribute or otherwise make available any Content to Google or its affiliates, either directly or indirectly.
 - iii. Except to the extent expressly permitted in the Agreement, you may not exploit the goodwill of EagleView, including its trademarks, service marks, or logos, without the express written consent of EagleView.
 - iv. You may not remove, omit, alter or obscure copyright or other notices or legends (including confidentiality markings) contained on or included in the Content or Services and you will reproduce all such information on all copies made hereunder. You will keep the Content and EagleView Software free of all claims, liens and encumbrances.
 - v. You may not offer any part of the Content or Services for commercial resale or commercial redistribution in any medium.
 - vi. You may not, and will not enable others to decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, create derivative works of, or tamper with or disable any security or monitoring features within the Services. Any attempt to do so is a violation of the rights of EagleView and its licensors.
 - vii. To the extent any of the Content or Services are provided to you online, you may not access such Content or Services (or both) via mechanical, programmatic, robotic, scripted or any other automated means. Unless otherwise agreed by EagleView in writing, use of such Content and Services is permitted only via manually conducted, discrete, human-initiated individual search and retrieval activities.
 - viii. Except to the extent expressly permitted in the Agreement, you may not make the Content or Services available to any other party.
 - ix. To the extent EagleView Credentials are assigned to you or any of your Eligible Users in connection with the Agreement, such EagleView Credentials shall only be used by the person or entity to whom they were originally assigned and may not be shared with, or used by, any other person, including other Eligible Users. You will use reasonable commercial efforts to prevent unauthorized use of the EagleView Credentials assigned to you or any of your Eligible Users and will promptly deactivate any EagleView Credentials you suspect are lost, stolen, compromised, or misused.
- c. Reservation. All right, title, and interest (including all patents, copyrights, trademarks, trade secrets, and other intellectual property rights) in the Content and the Services, and any written materials that accompany the Services, in any media or form, are and will remain in EagleView or its third party suppliers (as applicable). Neither you nor any users of the Content or the Services acquire any proprietary interest in the Content, the Services, or any copies thereof, except the limited use rights expressly granted under the Agreement. EagleView reserves all rights not expressly granted to you in the Agreement. You will not assert any right, title or interest in any of the Content or Services provided to you under the Agreement, except for the express license granted to you under the Agreement.
- d. Updates. Except to the extent expressly provided to the contrary in the Agreement, the Content, the Services, and the features and functionality within the Services may be enhanced, added to, withdrawn, or otherwise changed by EagleView without notice.

3. CONFIDENTIALITY. The Content, EagleView Software and Documentation consist of commercially valuable, proprietary products owned by EagleView, the design and development of which reflect an investment of considerable time, effort, and money. The parties agree that the Content, EagleView Software, Documentation, and the terms and conditions of the Agreement ("Confidential Information") are (and are treated by EagleView as) confidential and contain valuable trade secrets and confidential commercial information (including financial information) of EagleView. You agree that you will not disclose, provide a copy of, or disseminate the Confidential Information (other than as expressly permitted in Section B.II: License Terms (Product Specific Terms) of the Agreement) or any part thereof to any person in any manner or for any purpose inconsistent with the licenses granted to you pursuant to the Agreement. You agree to use your best efforts to assure that your personnel, and any others afforded access to the Confidential Information, protect the Confidential Information against unauthorized use, disclosure, copying, and dissemination, and that access to the Confidential Information and each part thereof will be strictly limited. You agree that you will use the Confidential Information solely as expressly permitted in Section B.II: License Terms (Product Specific Terms) of the

Agreement and for no other purpose. To the extent you are required to disclose the Confidential Information (or any part thereof) pursuant to applicable law, you will (i) notify EagleView reasonably in advance of such requirement prior to disclosure, (ii) use all reasonable efforts to limit such disclosure, including asserting and applying, as appropriate, the exemption in 5 USC 552(b)(4) (or any analogous state or local laws or regulations) with respect to such information, (iii) only disclose such information to the extent required to comply with applicable law, and (iv) subject to applicable law, permit EagleView to challenge or limit such disclosure prior to the disclosure thereof.

4. TERM; SUSPENSION; TERMINATION; EFFECT OF TERMINATION

- a. **Term.** The term of the Agreement will commence on the Effective Date and will terminate following delivery of the various Projects (including any Services) set forth in Section A (Product Description, Prices and Payment Terms).
- b. **Suspension.** In the event of a breach of the Agreement by you, any Authorized User or someone using your EagleView Credential, or end-users who are permitted to use the WVO Services and WVO Licensed Content pursuant to the Agreement, EagleView may temporarily suspend or discontinue providing access to the applicable Services or Content (or both) to you and/or any or all Authorized Users or end-users (or both) without notice and EagleView may pursue any other legal remedies available to it.
- c. **Termination.** EagleView may terminate the Agreement immediately in the event you: (a) do not pay in full the Fees or do not pay the Fees in accordance with the terms of the Agreement, or (b) fail to comply with any other term of the Agreement.
- d. **Effect of Termination.** Upon termination of the Agreement, except to the extent expressly set forth in the Agreement, you shall immediately cease all use of the applicable Content and Services, promptly purge all copies of the applicable Content, EagleView Software and Documentation from all workstations and servers on which any of it may be stored or available at the time, and return any hard drive/media containing the applicable Content, EagleView Software or Documentation (or any combination thereof) to EagleView. The provisions of the Agreement that by their nature would survive its termination will survive indefinitely.

5. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES; WAIVER

- a. **Limited Warranties.** EagleView represents and warrants to Customer:
 - i. That the Delivered Content will contain true and usable copies of the designated imagery as of the date of capture; and
 - ii. That it has the right and authority to make the applicable Services and the applicable Content available to you, and to the extent applicable, your Authorized Users, as authorized expressly by the Agreement.

As your sole and exclusive remedy for any breach of Section 5(a)(i) with respect to the Delivered Content, EagleView shall use reasonable efforts to correct any deficiency that precludes use of the Delivered Content in the manner intended.

- b. **Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED IN SECTION 5(A) OF THE AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND "WITH ALL FAULTS" AND EAGLEVIEW, AND EACH THIRD PARTY SUPPLIER OF THE CONTENT OR SERVICES, EXPRESSLY DISCLAIM ALL OTHER WARRANTIES OF ANY KIND (WHETHER EXPRESS, IMPLIED OR STATUTORY), INCLUDING THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE CONTENT OR SERVICES WILL BE CORRECTED. Without limiting the foregoing, the Services and the 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. The Services and the Content are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services. All measurements and reports generated by the Services or from the 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. Contour information obtained from the Services or contained in the 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. While the Services and the Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and EagleView, and its third party suppliers of the Content or Services, hereby disclaim all liability for damages, claims and expenses arising from such use. Your reliance on the Services and the Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose. EagleView and each third party supplier of any portion of the Content or Services assume no responsibility for any consequences resulting from the use of the Services or the Content. EagleView, and each third party supplier of any portion of Content or Services, hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the Services and the Content.
- c. **Waiver of Rights.** By accepting these General Terms or by using any of the Services or the Content, you waive any and all

rights you may have against a Covered Party, each third party supplier of any portion of the Content or Services, and each of their directors, officers, members and employees, arising out of use of or reliance upon the Services or the Content.

6. LIMITATION OF LIABILITY

- a. **Limitation of Liability.** No Covered Party shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from, as applicable, (a) any errors in or omissions from the Services or the Content, (b) the unavailability or interruption of the Services or any features thereof or of the Content, (c) your or any other party's use of the Services or the Content, (d) the loss or corruption of any data or equipment in connection with the Services or the Content, (e) the content, accuracy, or completeness of the Content, all regardless of any assistance received in the use of the Services 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 Services.
- b. **Consequential Loss Exclusion.** To the fullest extent permissible by applicable law, neither you nor the Covered Parties will be liable under any cause of action of any kind arising out of or related to the Agreement (including under theories involving tort, contract, negligence, strict liability or breach of warranty) for any special, indirect, incidental, or consequential damages of any kind whatsoever (including, without limitation, lost profits and attorneys' fees) even if a party has been advised of the possibility of such damages. The foregoing limitation of liability shall not apply to your (and your Authorized Users' or end-users (or both)) infringement of any intellectual property rights or misappropriation of proprietary data (including Content) or confidential information belonging to EagleView or any of its third party suppliers.
- c. **Liability Cap.** 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 Services or the Content or the Agreement exceed the lesser of (i) your actual direct damages, or (ii) the amount you paid for the impacted Services or Content in the twelve (12) month period immediately preceding the date the claim arose.
- d. **Defend and Hold Harmless.** If there is a breach of the warranties in Section 5(a) above, then EagleView, 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 your use or, to the extent applicable, your Authorized Users' use, of the Services or the Content, excluding any Services or Content supplied by a third party, asserted against you by any third party provided: (i) all use of the applicable Services and the applicable Content was in accordance with the Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the applicable Services or the applicable Content with or into other products, applications, images or data not approved by EagleView in writing; (iii) you give EagleView prompt notice of such claim; and (iv) you give EagleView the right to control and direct the investigation, defense and settlement of such claim. You, at EagleView's expense, shall reasonably cooperate with EagleView in connection with the foregoing.
- e. **Right to Mitigate.** In addition to Section 6(d), if any of the Services, the operation thereof or any of the Content become, or in the opinion of EagleView are likely to become, the subject of a claim of infringement, EagleView may, at its option and expense, either: (i) procure for you the right to continue using the applicable Services or the applicable Content, (ii) replace or modify the applicable Services or the applicable Content so that they become non-infringing; or (iii) terminate the Agreement (including the applicable licenses granted to you) on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid Fees.
- f. **Sole / Exclusive Remedy.** Your right to monetary damages in the amount of the liability cap, as specified in Section 6(c) above, shall be in lieu of all other remedies which you may have against any Covered Party. The provisions of Sections 6(d) and (e) of the Agreement shall constitute your sole and exclusive remedy for the respective matters specified therein.
- g. **Notification of Claims.** You shall (a) notify EagleView in writing of any claims or proceedings involving any of the Content and/or the Services within ten (10) days after you learn of the claim or proceeding, and (b) report promptly to EagleView all claimed or suspected defects in the Content and/or the Services.

7. MISCELLANEOUS

- a. **Restricted Rights.** The Content and Services acquired with United States Government funds or intended for use within or for any United States federal agency are provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable.
- b. **Trade Restrictions.** The parties acknowledge that certain information, software technology, accompanying documentation and technical information may be subject to United States export control laws. You will not directly or indirectly export or re-export the Content or Services in violation of the Export Administration Regulations of the U.S. Department of Commerce.
- c. **Patriot Act.** You are aware and understand that any user data collected or stored by the Online Services or the WVO Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold EagleView harmless from, all claims against EagleView with respect to such access.

- d. **Non-Compete.** You may not use the Services or the Content (or both) to compete with any businesses of EagleView.
- e. **FCR.** You may not use information included in the Services or the 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.
- f. **Amendments / Modifications.** Any modifications, amendments or supplements to the Agreement must be made in writing and be signed by duly authorized officers of each party. Furthermore, the Agreement may not be modified, amended or supplemented 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.
- g. **Payment on Breach.** In the event of a breach of your obligations under the Agreement, including your payment obligations, you agree to pay all of EagleView's costs of enforcement and collection, including court costs and reasonable attorneys' fees.
- h. **Notices.** All notices and other communications hereunder shall be in writing or, solely with respect to the Online Services, displayed electronically in the Online Services by EagleView. 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 EagleView should be sent to EagleView, Attn: General Counsel, 25 Methodist Hill Drive, Rochester, New York 14623.
- i. **No Waiver.** No waiver of a breach of any term of the Agreement 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 the Agreement. 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.
- j. **Assignment.** Neither you nor any Authorized User may assign or otherwise transfer your rights or delegate your duties under the Agreement without the prior written consent of EagleView. Any attempt by you or any Authorized User to assign, transfer or delegate your rights or obligations under the Agreement without EagleView's consent shall be void, and shall also void the limited license granted to you by the Agreement. The 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.
- k. **Governing Law.** The 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 the 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.
- l. **Force Majeure.** Except with respect to Customer's payment obligations for Content or Services (or both) provided, each party will be excused from performance under the 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.
- m. **Severability.** The Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of the 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 the Agreement.
- n. **Third Party Beneficiary.** Where applicable, each affiliate of EagleView and each third party supplier of the Content or Services has the right to assert and enforce the provisions of the Agreement directly on its own behalf as a third party beneficiary.
- o. **Entire Agreement.** The 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.
- p. **Construction.** The headings in the Agreement are for convenience only. They do not constitute a portion of the Agreement and will not be used in any construction of it. The terms "include" and "including" are not limiting.

II. PRODUCT SPECIFIC TERMS

A. **DELIVERED CONTENT.** These terms apply to Delivered Content only. If you receive, access or use Delivered Content under the Agreement, the following terms apply to you.

1. **Grant of Rights.** 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. Delivered Content 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 Delivered Content 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 (each a "Permitted Public Member"), but only through Delivered Content 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. **Delivered Content Authorized User, Authorized Subdivision and Permitted Public Compliance.** You shall at all times be responsible for compliance by each Delivered Content Authorized User, Authorized Subdivision and Permitted Public Member with the terms and conditions of the Agreement including these Delivered Content terms and conditions.
3. **Project Participants.** Each notice to EagleView 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. EagleView retains the right to restrict or revoke access to Delivered Content by any Project Participant who does not comply with the terms of the Agreement including these Delivered Content terms and conditions.
4. **Geographic Data.** If available, you agree to provide to EagleView geographic data in industry standard format (e.g., shape, DBF) including 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 EagleView as part of its products and services, provided that at no time shall EagleView claim ownership of that data.

5. **STANDARD ORTHO MOSAIC PRODUCTS.**

EagleView standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual EagleView 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 EagleView works to minimize such artifacts, without limitation to anything set forth in the Agreement, the EagleView 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 EagleView products may be available that are less prone to such artifacts than the EagleView standard ortho mosaic products.

6. RapidAccess—Disaster Response Program (“DRP”)

A. Disaster Coverage Imagery – If Section A: Product Description, Prices and Payment Terms provides EagleView will provide DRP, then EagleView will, upon request of Customer, provide standard quality imagery of up to 200 square miles of affected areas (as determined by EagleView) 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 EagleView 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 EagleView resource availability, offered to Customer at the then current DRP rates.

C. Online Services – Use of Pictometry ConnectExplorer™ – EagleView’s DRP includes the use of Connect Explorer for a term of ninety (90) 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.

7. Use of EagleView’s Marks. You agree not to attach any additional trademarks, trade names, logos or designations, whether registered or not (“Marks”) to any Delivered Content or to any copies of any Delivered Content without prior written approval from EagleView. 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 EagleView marks. You further agree that you will not use any EagleView trademark, trade name, logo, or designation in connection with any product or service other than the applicable Delivered Content. EagleView grants you a nonexclusive, non-sublicensable, non-transferable right to use EagleView’s Marks to display such Marks to the extent they appear on the Delivered Content and for no other purpose and your right is coterminous with the license granted to you pursuant to the Agreement. You will only use EagleView’s Marks as advised by EagleView from time to time and any and all goodwill accruing from your use of such Marks will inure to the benefit of EagleView.

8. License Term. The license granted to you pursuant to these Delivered Content terms and conditions is perpetual, subject to EagleView’s right to terminate the license in the event you do not pay in full the Fees, unless the Agreement is terminated for any reason other than a breach of the Agreement by EagleView, or as otherwise provided in the Agreement.

B. ONLINE SERVICES. These terms apply to the Online Services and Licensed Content only. If you access or use the Online Services or Licensed Content under the Agreement, the following terms apply to you.

1. Grant of Rights. 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 otherwise set forth in the Agreement, 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.

2. Access. Only Eligible Users are eligible to access and use the Online Services and the Licensed Content pursuant to the Agreement. Each Eligible User shall be assigned an EagleView Credential for the purposes of accessing the Online Services. You will promptly deactivate an Eligible User’s EagleView 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 EagleView Credentials issued to your Eligible Users, including associated charges, whether by Eligible Users or others.

3. License Term. Unless otherwise set forth in Section A (Product Description, Prices and Payment Terms), the license granted to you pursuant to these Online Services terms and conditions will continue for the duration of the term of the Agreement, unless terminated earlier by EagleView in accordance with the terms of the Agreement.

C. WEB VISUALIZATION. These terms apply to the WVO Services and WVO Licensed Content only. If you access or use the WVO Services or WVO Licensed Content under the Agreement, the following terms apply to you.

1. Grant of Rights. You are granted a nonexclusive, nontransferable, limited right to use and to provide public access to, and use of, the WVO Services solely for purposes of providing access to WVO Licensed Content in response to human-initiated, discrete location-specific requests through a single website operated exclusively by or for you to serve you and your public constituencies and not for resale or redistribution or commercial use of any nature.
2. End-User Access. You shall provide to all end-users of the WVO Services on the page through which they access such services conspicuous notice of the following terms of access: (a) WVO Licensed Content available through the WVO is copyrighted material, (b) end-users of the WVO Services are granted the right to access and view the WVO Licensed Content through the WVO Services for personal use only and not for commercial purposes of any type, (c) end-users of the WVO Services are prohibited from reproducing, reselling, transferring, redistributing or creating derivative works from WVO Licensed Content, (d) all right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the WVO Services and the WVO Licensed Content in all media belongs to the Covered Party, and (e) EagleView takes no responsibility for and shall not be liable for the WVO Licensed Content of its third party suppliers.
3. License Term. Unless otherwise set forth in Section A (Product Description, Prices and Payment Terms), the license granted to you pursuant to these WVO Services terms and conditions will continue for the duration of the term of the Agreement, unless earlier terminated by EagleView in accordance with the terms of the Agreement.

D. SOFTWARE LICENSE. These terms apply to the EagleView Software and the Documentation only. If you download, receive access to or use the EagleView Software or the Documentation (or both) under the Agreement, the following terms apply to you.

1. Grant of Rights. Subject to the terms and conditions of the Agreement, you are granted a limited, non-transferable, terminable, non-sublicenseable, non-exclusive license to install and use the EagleView Software and the Documentation solely for internal use. Use of the functionality provided by the EagleView Software other than for your internal use is prohibited, except with the prior written approval of EagleView. You may make one copy of the EagleView Software in machine-readable form for backup purposes only; provided that the backup copy must include all copyright and other proprietary notices contained in the original.
2. License Term. The license granted to you pursuant to these Software License terms and conditions will terminate automatically (i) upon termination or expiry of the Agreement for any reason, or (ii) without notice from EagleView if you fail to comply with any term of the Agreement.

[END OF LICENSE TERMS]

SECTION C

NON-STANDARD TERMS AND CONDITIONS

1. **Applicable Law:** Notwithstanding anything to the contrary set forth elsewhere in this Agreement, this Agreement and any modifications, amendments or alterations shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Washington, excluding its conflicts of law principles. Each party irrevocably consents to the exclusive jurisdiction of the courts of the State of Washington in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement.

2. **Non-appropriation of Funds.** Notwithstanding anything herein to the contrary, in the event that the funds due for subsequent projects and related deliverables under the terms and conditions of this Agreement are not lawfully appropriated, the following provisions shall apply:

a. Customer shall provide EagleView with written documentation of non-appropriation of funds from its funding source prior to commencement of a subsequent project;

b. This Agreement shall remain in full force and effect, however commencement of the subsequent project shall be deemed postponed until such time as funds for the subsequent project have been appropriated and all other sums due under the terms and conditions of this Agreement have been paid by Customer. In the event that the postponement exceeds eighteen months, EagleView reserves the right to terminate any and all obligations with respect to the postponed project and all subsequent projects included in this Agreement; and

c. If Customer, or any party authorized under the terms and conditions of this Agreement to use the licensed products set forth in Section A, is in possession of licensed products for which EagleView has not been fully compensated in accordance with the payment terms of this Agreement, Customer or such authorized party shall immediately cease use of those licensed products, purge those licensed products from all Customer and authorized party computers, and return those licensed products to EagleView.

3. **Public Disclosure/Disclosure Required By Law.** As a public agency, the County is subject to public disclosure and other laws that require it to release information. EagleView agrees that pursuant to the Washington State Public Records Act, Chapter 42.56 of the Revised Code of Washington, other applicable laws, or as compelled by a court of law, the County may be required to disclose information in County's possession or control provided by EagleView. County shall promptly notify EagleView of any requests for public disclosure of documents, court orders, subpoenas or other legal process that requires release of EagleView information such that Eagle View may be able to take legal action to prevent disclosure, should EagleView desire to do so. However, EagleView shall be responsible for and bear the costs of taking legal action to prevent disclosure of such documents and information. In no event shall the County be liable to EagleView for disclosure of EagleView's documents and information it deems necessary to disclose under the law.

EagleView Reveal

Essentials+ Neighborhood deliverables

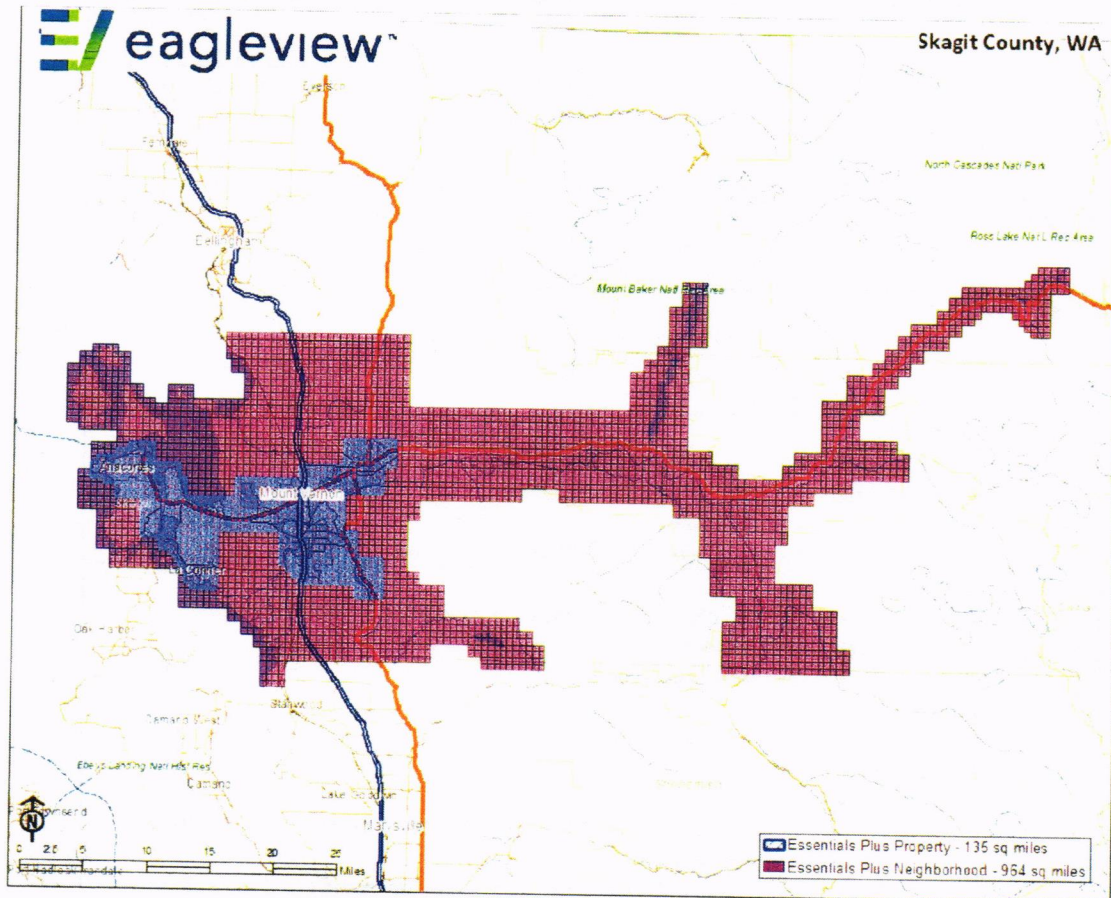
Product	Essentials+ Neighborhood
Orthomosaic Specifications	<ul style="list-style-type: none"> • Typical Positional Horizontal Accuracy: 1m at a 95% confidence level • Fully automated photogrammetric orthomosaic. Imagery may contain seamlines • Project-wide color and contrast balancing
Oblique Imagery	<p>Nominal 6in GSD oblique imagery or better:</p> <ul style="list-style-type: none"> • Where available fully automated photogrammetric mosaiced imagery. Imagery may contain seamlines
Metadata and Reporting	<p>Metadata:</p> <ul style="list-style-type: none"> • Metadata generated that meets FGDC Standards upon request • Shapefile(s) with discrete deliverable boundaries and directional metadata
Orthomosaic Deliverable Format (Online)	<p>Resolution:</p> <ul style="list-style-type: none"> • Nominal 6in GSD <p>Access Methods:</p> <ul style="list-style-type: none"> • Available via web-based viewer (Connect) - Contracted separately • Also available via WMS/WMTS (Image Service) - Contracted separately
Orthomosaic Deliverable Format (Physical)	<p>Resolution:</p> <ul style="list-style-type: none"> • Nominal 6in GSD <p>Projection/Coordinate System:</p> <ul style="list-style-type: none"> • Customer Selectable <p>Datum:</p> <ul style="list-style-type: none"> • Customer Selectable <p>File Format:</p> <ul style="list-style-type: none"> • Mosaic Tiles <ul style="list-style-type: none"> ○ Available as JPEG, GeoTIFF, JPEG2000, PNG, ECW, MrSID (All versions) with world file ○ Includes separate Pictometry Map Image (PMI) trailer file • Project-Wide Mosaic <ul style="list-style-type: none"> ○ Available in ECW, MrSID (All versions) format
Oblique Imagery Deliverable Format	<p>Access methods:</p> <ul style="list-style-type: none"> • Available via web-based viewer (Connect) - Contracted separately
Delivery Timeline	<ul style="list-style-type: none"> • Best efforts to make ortho and oblique imagery available online and/or ready for physical delivery within 30 days of capture completion

EagleView Reveal

Essentials+ Property deliverables

Product	Essentials+ Property
Ortho Frame Imagery	<ul style="list-style-type: none"> Nominal 2in GSD ortho imagery, Imagery as good as 1.2in and no worse than 3in
Orthomosaic Specifications	<ul style="list-style-type: none"> Typical Positional Horizontal Accuracy: 1m at a 95% confidence level Fully automated photogrammetric orthomosaic. Imagery may contain seamlines Project-wide color and contrast balancing
Oblique Imagery	<p>Nominal 2.6in GSD oblique imagery ranging from 1.7in to 3.5in GSD:</p> <ul style="list-style-type: none"> Where available fully automated photogrammetric mosaiced imagery. Imagery may contain seamlines
Metadata and Reporting	<p>Metadata:</p> <ul style="list-style-type: none"> Metadata generated that meets FGDC Standards upon request Shapefile(s) with discrete deliverable boundaries and directional metadata
Orthomosaic Deliverable Format (Online)	<p>Resolution:</p> <ul style="list-style-type: none"> Nominal 2in GSD, no worse than 3in (Best Available Provided) <p>Access Methods:</p> <ul style="list-style-type: none"> Available via web-based viewer (Connect) - Contracted separately Also available via WMS/WMTS (Image Service) - Contracted separately
Orthomosaic Deliverable Format (Physical)	<p>Resolution:</p> <ul style="list-style-type: none"> Nominal 2in GSD, no worse than 3in (Best Available Provided) <p>Projection/Coordinate System:</p> <ul style="list-style-type: none"> Customer Selectable <p>Datum:</p> <ul style="list-style-type: none"> Customer Selectable <p>File Format:</p> <ul style="list-style-type: none"> Mosaic Tiles <ul style="list-style-type: none"> Available as JPEG, GeoTIFF, JPEG2000, PNG, ECW, MrSID (All versions) with world file Includes separate Pictometry Map Image (PMI) trailer file Project-Wide Mosaic <ul style="list-style-type: none"> Available in ECW, MrSID (All versions) format
Oblique Imagery & Frame Imagery Deliverable Format	<p>Access methods:</p> <ul style="list-style-type: none"> Available via web-based viewer (Connect) - Contracted separately
Delivery Timeline	<ul style="list-style-type: none"> Best efforts to make frame imagery available online within 20 days of capture complete Best efforts to make ortho and oblique imagery available online and/or ready for physical delivery within 30 days of capture completion

Map(s)









WA Skagit County_EV Agreement_2-1-23

Final Audit Report

2023-02-01

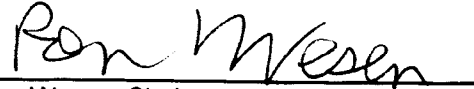
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By:	Lindsey Dickens (Lindsey.Dickens@eagleview.com)
Status:	Signed
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"WA Skagit County_EV Agreement_2-1-23" History

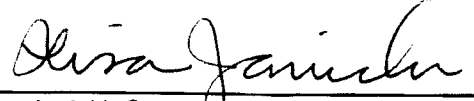
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-  Signer bob.locke@eagleview.com entered name at signing as Robert Locke
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-  Document e-signed by Robert Locke (bob.locke@eagleview.com)
Signature Date: 2023-02-01 - 11:22:23 PM GMT - Time Source: server- IP address: 74.62.58.130
-  Agreement completed.
2023-02-01 - 11:22:23 PM GMT

DATED this 21 day of February, 2023.

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

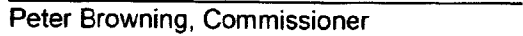


Ron Wesen, Chair




Lisa Janicki, Commissioner

ABSENT

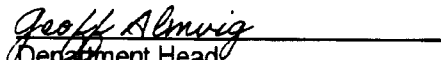

Peter Browning, Commissioner

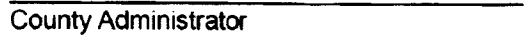
Attest:


Clerk of the Board

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

Recommended:

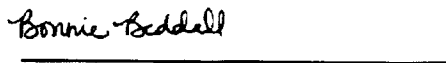

Department Head


County Administrator

Approved as to form:


Civil Deputy Prosecuting Attorney

Approved as to indemnification:


Risk Manager

Approved as to budget:


Budget & Finance Director



CERTIFICATE OF LIABILITY INSURANCE

6/20/2023

DATE (MM/DD/YYYY)

6/23/2022

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

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

PRODUCER Lockton Insurance Brokers, LLC CA License #OF15767 Three Embarcadero Center, Suite 600 San Francisco CA 94111 (415) 568-4000	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL: _____ ADDRESS: _____														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: National Fire Insurance Co of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER B: The Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER C: American Casualty Company of Reading, PA</td> <td>20427</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Fire Insurance Co of Hartford	20478	INSURER B: The Continental Insurance Company	35289	INSURER C: American Casualty Company of Reading, PA	20427	INSURER D:		INSURER E:		INSURER F:
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INSURED 1381590 Eagle View Technologies, Inc. Pictometry International Corp. 25 Methodist Hill Drive Rochester NY 14623															

COVERAGES PICTO-1 **CERTIFICATE NUMBER:** 16712651 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER: _____	N	N	6078602551	6/20/2022	6/20/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp Coll Ded \$1,000	N	N	6078602548	6/20/2022	6/20/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX Hired Comp, Ded \$ 100
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: _____ RETENTION \$: _____			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
B C	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6078602520 (AOS) 6078602534 (CA)	6/20/2022 6/20/2022	6/20/2023 6/20/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Evidence of Insurance

CERTIFICATE HOLDER

CANCELLATION See Attachment

16712651
 Skagit County
 1800 Continental Place
 Mount Vernon WA 98273

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

AUTHORIZED REPRESENTATIVE



To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID **16712651**.

- Email: PacificDelivery@lockton.com
- Phone: (213) 689-2300

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

The above inbox is for automating electronic delivery of certificates only. Please do NOT send future certificate requests to this inbox.

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Insurance Brokers, LLC – Pacific Series

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