

SKAGIT COUNTY BOARD OF COMMISSIONERS  
1800 CONTINENTAL PLACE, SUITE, 100  
MOUNT VERNON, WA 98273

**INTERLOCAL COOPERATIVE AGREEMENT BETWEEN SKAGIT COUNTY AND PUBLIC  
UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY TO ESTABLISH A COST SHARING  
PARTNERSHIP FOR PICTOMETRY IMAGERY AND SOFTWARE**

GRANTOR: Skagit County

GRANTEE: Public Utility District No.1

COUNTY CONTRACT NO. SKAGIT COUNTY  
Contract # C20170127  
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**INTERLOCAL COOPERATIVE AGREEMENT BETWEEN SKAGIT COUNTY AND PUBLIC  
UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY TO ESTABLISH A COST SHARING  
PARTNERSHIP FOR PICTOMETRY IMAGERY AND SOFTWARE**

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

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

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

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

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

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

NOW, THEREFORE, Skagit County hereinafter "County" and Public Utility District No. 1 of Skagit County, hereinafter "Customer" agrees as follows:

**1.0 RESPONSIBILITIES:**

**1.1. County Responsibilities:** Upon completion of the image acquisition and signed Interlocal Agreement with the County, the County agrees to furnish the Customer the following products and services:

**1.1.1.** Delivery of a portable disk drive containing all the licensed Pictometry products which shall include the image library. The Customer shall provide the portable disk drive as specified in Section 1.2.4 of this Agreement.

**1.1.2.** Provide one hour of telephone technical support to help resolve issues and problems in the installation, maintenance, and use of licensed products provided herewith.

**1.1.3.** Shall organize two end user orientation training sessions which will be taught by Pictometry. The Customer may designate two authorized representatives to attend each training session. In addition, the County may organize one advanced user technical training session. The Customer may designate one authorized representative to attend this session.

- 1.1.4. Annual billing for the use of licensed Pictometry products. This also includes oversight of the financial accounting between the County and Authorized Subdivisions.
- 1.1.5. May provide extended support services beyond the aforementioned requirements for training, technical support, product development, providing historic (2007, 2009, 2011 2013, and 2015) 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 5.5, Extended Service Rates.
- 1.1.6. May provide cost sharing of licenses for the Pictometry Connect online service as an annual fee. 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.5.6, Connect Online License Sharing, of this Agreement.
- 1.2 **Customer Responsibilities:** Upon execution of the signed Interlocal Agreement with the County, the Customer agrees to the following:
  - 1.2.1. To comply with this Interlocal Agreement and the terms and conditions of the Master Agreement between Pictometry International and the County (Exhibit B). This also applies to Pictometry Connect licensing.
  - 1.2.2. Designate one employee as a liaison between the County and the Customer as a single point of contact for technical support, training, work requests, and disseminating information to the Customer's end users. The designated Liaison and their contact information shall be reported to the County.
  - 1.2.3. Authorized users of the Customer shall direct all questions, requests, and other technical matters to the Customers Liaison.
  - 1.2.4. Shall provide a portable disk drive, large enough to hold all the data, to the County so that Pictometry products can be loaded and delivered to the Customer.
  - 1.2.5. The Liaison or their Designee shall distribute the Pictometry products to the Customers authorized users in accordance with both this Agreement and the Pictometry Master License Agreement.
  - 1.2.6. The Customer is responsible to provide Pictometry training and technical support to their Authorized Users.
  - 1.2.7. The Customer shall notify the County within ten (10) business days after the Customer receives notice from Pictometry of any Pictometry actions, conditions, or circumstances which could affect the Customers rights under this Agreement.

**2.0 SERVICE CONDITIONS AND DATA LIMITATIONS**

- 2.1 **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 2017. 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 Customer, and delivered to Customer for final inspection. The Customer 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.

- 2.2 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 or closure days. Problem resolution shall be done during normal business hours unless it has been previously coordinated and approved by the County.
- 2.3 Product Archival and Retention:** The County is not responsible for the backup, retention, or archive of products provided to Customer. It is Customers responsibility to maintain hard copy and digital records in accordance with Public Records Laws (RCW, 40.14 and WAC, Section 434). In the event that the Customer requests from the County another copy of the Pictometry products, the County shall be financially compensated for their actual costs to create and deliver an additional copy of the Pictometry products.
- 2.4 Confidential and Proprietary Information:** The Customer acknowledges that they are a public agency and as such are required to allow members of the public access to certain materials within the Customer's control or possession. In the event the Customer receives a public records request for Pictometry information or intellectual property, as defined in the Master Agreement between Pictometry International and Skagit County (Exhibit B) in Section B under subsection 5.2 (Confidentiality of Delivered Content), within five (5) business days of receiving such request and prior to providing any materials to the Requestor, the Customer will notify both the County and Pictometry of such request for information and will make attempts to provide Pictometry with adequate time to seek a protective order under applicable law. In the event of a request for public records, nothing in this Agreement shall prevent nor hinder the Customer from fully complying with the Washington state Public Records Act.
- 2.5 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 Customer. No employee or agent of the County or the Customer is authorized nor may waive or modify this paragraph.
- 2.6 Spatial Accuracy:** Electronic spatial data can be printed or represented at various scales other than the original source of the data. The Customer is responsible for adhering to industry standard mapping practices, which specify that data utilized in a map or analysis, separately or in combination with other data, will be produced at the largest scale common to all data sets. For example, the Skagit County tax parcel data has an accuracy level of +- 300 feet; whereas Pictometry imagery may have an accuracy of 15 feet or less. Overlaying these two datasets will potentially show significant shift in the data providing a false geographic representation.

### **3.0 DATA LIABILITY AND INDEMINIFICATION**

- 3.1 Liability:** The County, its elected or appointed officers, employees or agents shall not be liable to Customer (or transferees or vendees of Customer) for damages of any kind, including lost profits, lost savings or any other incidental or consequential damages relating to the provision of the data or the use of it. Customer shall have no remedy at law or equity against the County in case the data provided is inaccurate, incomplete or otherwise defective in any way. Customers only remedies are those specified in this Agreement. County is supplying this information in good faith and Customer agrees hold County, its elected or appointed officers, employees or agents harmless for any liability incurred as a result of using Pictometry products under this Agreement.
- 3.2 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 agree to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the County by reason of entering into this Agreement except as expressly provided herein.
- 3.3 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.
- 3.4. Non-Conforming Services:** For any services which fail to conform to the specification of this Agreement and/or any Work Order pursuant to this Agreement, and such failure is caused solely by the negligence of County, no charge will be invoiced. If both parties are negligent, they agree to apportion cost between them to the damage attributable to the actions of each. Customer is solely responsible for any damage caused in whole or in part by inaccurate or inadequate data, programs, or software furnished to the Customer by the County.

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

The County is not liable for system failure, power loss, loss of Internet, loss of network connectivity, software system failure, security breach/failure or other unforeseeable conditions that result in the unavailability of service to the Customer.

It is the Customers responsibility to follow the terms and conditions of this Agreement and the Master Agreement between Pictometry International and the County (see Exhibit B).

- 3.5. Damages:** Neither party will seek damages, either direct, consequential, or otherwise against the other in addition to the remedies stated herein.
- 3.6 Third Party Claims:** In the event that either party is found liable for damages to third parties as a result of the performance of services under this Agreement, each party will be financially

responsible for the portion of damages attributable to its own acts and responsibilities under this Agreement.

#### **4.0 TREATMENT OF ASSETS**

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

**4.2 Use of Property:** Any property furnished by County to Customer shall, unless otherwise provided in this Agreement, or approved by the owner, be used for the performance of this Agreement.

**4.3 Notification:** If any County property is lost or stolen the Customer shall immediately notify both Pictometry and the County and shall take all reasonable steps to protect the property.

#### **5.0 SERVICE CHARGES AND PAYMENT PROVISIONS**

**5.1 Pictometry Fees:** With Pictometry's approval, the County is making Pictometry products available to Authorized Users as defined in the contract C20160494 between Skagit County and Pictometry (see Exhibit B). The Customer is listed as an Authorized Subdivision and therefore is eligible to purchase Pictometry products from the County (subject to the requirements outlined in Section 2.1, Acceptance of Completed Work, of this Agreement). There are three areas of potential cost within this Agreement. They include:

- **Flight Fees (Required):** The flight fees cover the cost of the aerial image acquisition, Electronic Field Study (EFS) software, and the ArcGIS Plug-in software to view the imagery and make measurements from the imagery. These are mandatory fees that must be paid by the Customer. A two tier fee structure was established to provide a simple and equitable cost plan (see Section 5.2, Pictometry Product Flight Fees).
- **Extended Services Fees (Optional):** Although rare, the Customer may require extended support services which are services in addition to the "County's Responsibilities" as stated in Section 1.1. These extended services may include: additional training, technical support or other service that is related to the support of Pictometry products. This is an optional fee (see Sections 5.5 through 5.54).
- **Pictometry Connect Licenses Fees (Optional):** Pictometry provides several ways to access the aerial image library. These include EFS software, ArcGIS Pictometry Plugin, and Pictometry Connect web access. EFS and the ArcGIS Plugin are included with the Flight Fees whereas Pictometry Connect is an additional cost.

Pictometry Connect provides most of the same functionality as EFS; however, it's accessed through a web browser. This gives the user the ability to access the image library anywhere they have an internet connection. Since this software is hosted by Pictometry, there is no need to install any software. This is the most flexible option provided by Pictometry to access the aerial imagery. However, there is an additional

cost for this service. For more information see Section 5.6, Connect Online License Sharing.

- 5.2 Pictometry Product Flight Fees:** A two tier fee structure has been established to provide a simple and equitable cost plan for the purchase of Pictometry products for all Authorized Subdivisions. Tier one agencies are those agencies that have county-wide responsibilities. The costs for tier one agencies are \$7,500 per year for a total of \$15,000 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 over the term of this Agreement (2 year term). The Customer is considered a tier one agency and therefore shall pay a total of \$15,000 for a two year license of Pictometry products. The Pictometry Product Flight Fees include the sale tax.
- 5.3 Pictometry Product Flight Credits:** The primary intention of this Interlocal Agreement is to develop partnerships and work cooperatively with other agencies in order to reduce project costs and eliminate duplication of services. In the event that the income received from the partnership exceeds the yearly flight cost (\$59,654.06 plus tax), an equitable proportioned financial credit shall be provided to each partner agency. This situation may occur if additional agencies join the partnership. Reimbursements, if any, will be provided by the County at the end of each fiscal year.
- 5.4 Pictometry Product Payment Dates:** The first payment of \$7,500 is due one month after the Customer has received the Pictometry products. The second payment of \$7,500 is due no later than one year after the first payment due date.
- 5.5 Extended Service Rates:** As specified in Section 1.1.5 of this Agreement, the Customer may require extended support services which are services in addition to the "County's Responsibilities" as stated in Section 1.1. These extended services may include: additional training, technical support, product development, providing historic (2007, 2009, 2011, 2013 and 2015) Pictometry imagery, or other service that is related to the support of Pictometry products.

Rates are based on actual costs for services not fixed rates. Actual costs include overtime salary, benefits, and material costs. Overtime salary is used instead of straight time salary since all extended service work will be completed outside of the County's 40 hour work week.

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 Customer 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 Customer a copy of the detailed expense report generated from the County's financial system.

All extended services shall require a signed Work Order as described in Section 5.5.1 of this Agreement.

- 5.5.1 Work Orders:** If the Customer needs additional Pictometry support and the County has the technical expertise and available resources, the Customer may submit a Work Order which shall fully specify the services and deliverables to be provided (see sample Skagit County GIS Work Order Form, attached to this Agreement as Exhibit A). The Work Order Form 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 Customer if actual costs will exceed the Work Order estimate by more than 20%. Work will commence only after both the service specification and the cost estimate, as described on the “Skagit County GIS Work Order Form” (Exhibit A) have been agreed to and approved by Customer. Costs resulting from changes (Change Orders) to the service specification contained on a Work Order requested by Customer that exceed the original cost estimate will be amended on the Work Order Form and initialed and dated by both parties. All work orders are to be governed by the terms of this Agreement unless otherwise specified in the Work Order.
- 5.5.2 Delegation of Work Order Assignments:** County shall have the sole discretion to assign projects to the appropriate personnel considering personnel strengths, experience, work schedule and work load. The County also has the option to reject extended service requests.
- 5.5.3 Time Tracking and Reporting:** County will track employee, time, and cost for each unique issue or work request. Each time the Customer communicates with the County to identify an issue or task that needs to be performed, a Work Order is created by the County. The Customer may inquire as to the status of any outstanding requests. The Customer acknowledges that the County may give priority to completing its tasks and work assignments as a Skagit County department and the Customer understands that its Work Order may be interrupted and delayed due to other Skagit County Business. It shall be County's responsibility to track and document each task so that the Customer has a clear understanding of the status of each request or task.
- 5.5.4 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 2016. Invoices sent to the Customer 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.
- 5.6 Connect Online License Sharing:** As specified in section 1.1.6, the County and the Customer(s) have the ability to share a Pictometry Connect license package for access to the Pictometry Connect online service. Licenses are concurrent and organizations can have up to 5 times as many accounts set up as concurrent licenses. The Customer will annually notify the County how many licenses they desire and the County will divide up license packs and calculate the cost per license. Fees may change periodically due to changes Pictometry makes to the license pack costs or due to the need to expand the total number of licenses required by the group of Pictometry Partners. The formula used to determine the per-year cost of an individual license is  $(\text{Total License Cost} + (\text{Sales Tax})) / (\text{Total Number of Licenses})$ . For 2017, a license pack of 50 licenses costs \$2,200 plus \$187.00 for tax so each individual license costs \$47.74.



The County will send out invoices for the agreed upon number of licenses and provide the Customer with an Administration license account for their sub-organization. Each Customer organization will have to agree to the online terms and conditions for using Pictometry Connect when they first begin using the service (see Exhibit C). In addition, each Customer organization will be solely responsible to maintain the user license accounts for their individual organization. This is an optional cost to the Customer. If the Customer chooses not to purchase Pictometry Connect licenses, they can still access the aerial image library using Electronic Field Study software which is included in the Flight Fees.

The Pictometry Connect service will be turned off when the contract reaches its end date or if the contract is terminated.

**5.7 Use of Pictometry Products by Contractors:** Pictometry will allow, under certain conditions, the Customer to provide Pictometry products to contractors that are performing services to the Customer for compensation. These conditions are described in Schedule B, Sections 1, 2, and 3, of the Master Agreement between Pictometry International and Skagit County (see Exhibit B). Written notice to Pictometry is required prior to granted access to Delivered Content. Exhibit D includes Pictometry's "Authorized Sub User Agreement". The Customer is responsible for adhering to Pictometry's terms and conditions of the Master Agreement between Pictometry International and the County (Exhibit B).

## **6.0 AGREEMENT TERM AND TERMINATION**

**6.1 Agreement Term:** This Agreement commences upon execution by signature of both parties and shall terminate 2 years after the execution date.

**6.2 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.

**6.3 Termination for Cause Right to Cure and Payment:** If the County or Customer does not fulfill in a timely and proper manner their performance obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will correct the violation or failure within 30 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice from the aggrieved party to the other party. Upon termination of this Agreement for cause, Customer will pay for services rendered prior to the effective date of the termination. An equitable adjustment in the agreement price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work.

## **7.0 MISCELLANEOUS AGREEMENT PROVISIONS**

**7.1 Payment of Taxes:** If the County is required to pay sales or use tax in order to provide service under this Agreement, such taxes will be billed to Customer.

- 7.2 **Invoices and Late Payment:** The County will invoice Customer when products are delivered and accepted. Payment is due upon receipt of invoice by Customer 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. Agreements with balances more than 90 days past due may be terminated under the TERMINATION FOR CAUSE provision of this Agreement, and services discontinued. Amounts disputed by the Customer are not subject to late payment charges.
- 7.3 **Disputes:** The Customer will promptly notify the County of disputes regarding invoices, or of services which the Customer believes do not conform to the agreed upon terms of this Agreement or Work Order.
- 7.4 **Venue and Choice of Law:** In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Skagit. This Agreement shall be governed by the law of the State of Washington.
- 7.5 **Assignment:** This Agreement may not be assigned by either party to a third party without the prior written consent of both County and Customer.
- 7.6 **Waiver:** Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No terms or conditions of this Agreement shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.
- 7.7 **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.

**7.8 Party Representatives:** Listed below are the parties' representatives for purposes of carrying out this Agreement. All notices and communications which may be required by this Agreement shall be in writing and may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid.

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

**Contact:** Gary Chrysler, Information / Communication System Administrator  
Telephone Number: (360) 424-7104  
E-mail: [glc@skagitpud.org](mailto:glc@skagitpud.org)

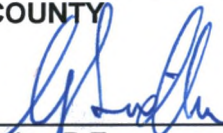
**County:** Skagit County, GIS Department  
1800 Continental Place  
Mount Vernon, WA 98273



**Contact:** Geoffrey Almvig, GISP, GIS Manager  
Telephone Number: 360-416-1131  
E-mail: [geoffa@co.skagit.wa.us](mailto:geoffa@co.skagit.wa.us)

DATED this 13 day of March, 2017.

**PUBLIC UTILITY DISTRICT NO. 1 OF  
SKAGIT COUNTY**

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

  
\_\_\_\_\_  
George Sidhu, P.E.,  
Interim General Manager

  
\_\_\_\_\_  
Ron Wesen, Chair  
  
\_\_\_\_\_  
Kenneth A. Dahlstedt, Commissioner

  
\_\_\_\_\_  
Lisa Janicki, Commissioner

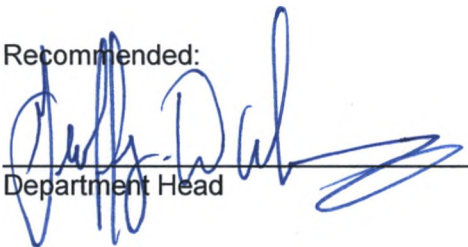
Attest:

For Contracts under \$5000  
Authorization per Resolution R20030146

  
\_\_\_\_\_  
Amber Enns  
Clerk, Board of County Commissioners

\_\_\_\_\_  
County Administrator

Recommended:

  
\_\_\_\_\_  
Department Head

Approved as to form:

  
\_\_\_\_\_  
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

  
\_\_\_\_\_  
Risk Manager

  
\_\_\_\_\_  
Budget & Finance Director

### Exhibit A

The following is a Skagit County GIS Work Order Form sample as specified in the Section 5.5.1 (Work Order) of the Agreement:

## Skagit County GIS Work Order

REQUESTED BY:		WORK APPROVAL SIGNATURE: X
		W.O. NUMBER: GIS-MMDDYYYY-001

W.O. DATE	REQUESTED BY	WORK BY	INVOICE # FOR BILL	TERMS
				Net 30

PRODUCT	DESCRIPTION	APPROX. HOURS / QNTY	RATE	AMOUNT

<p><b>Note:</b> This information serves as a cost estimate only and not an invoice or bid. The costs are based on a cost allocation and time and materials and may vary from the initial estimate by 10%. We will contact you if these costs appear to be greater than 10%.</p>	Subtotal	
	Sales Tax	N/A
	Shipping & Handling	
	Other	
	<b>TOTAL COST ESTIMATE</b>	\$0

COMMENTS: <u>Cost Estimate Only</u>	
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<b>Authorized by:</b>	<b>Date:</b>
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**Exhibit B**

**Master Agreement between Pictometry International and Skagit County**  
**(Authorized Subdivisions are required to follow the conditions set forth in this Master Agreement)**



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

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

1. Pursuant to the GSA Federal Supply Schedule referenced above, the following order being placed is subject to the terms and conditions of the Schedule (if purchasing Open Market items some exceptions may apply).

**SKAGIT COUNTY**  
**Contract # C20160494**  
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2. This order form ("Order Form"), in combination with the contract components listed below:

Section A: Product Descriptions, Prices and Payment Terms

Section B: License Terms:

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

Section C: Non-Standard Terms and Conditions (applicable to Open Market items only)

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

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

4. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

<b>CUSTOMER NOTICE ADDRESS</b>	<b>PICTOMETRY NOTICE ADDRESS</b>
1800 Continental Place	25 Methodist Hill Drive
Mount Vernon, WA 98273	Rochester, NY 14623
Attn: Joshua Greenberg, GIS	Attn: Contract Administration
Phone: (360) 416-1136 Fax:	Phone: (585) 486-0093 Fax: (585) 486-0098

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

5. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry's obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry's obligations under this Agreement.

6. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.

8. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.

9. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be



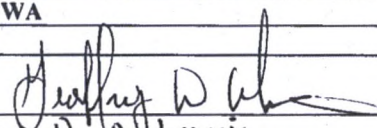
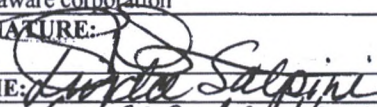
**GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N ("SCHEDULE")**

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

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

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

**PARTIES:**

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

See attached page for County authorization.



DATED this 5 day of December, 2016.

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

ABSENT

\_\_\_\_\_  
Lisa Janicki, Chair

Ron Wesen  
\_\_\_\_\_  
Ron Wesen, Commissioner

Kenneth A. Dahlstedt  
\_\_\_\_\_  
Kenneth A. Dahlstedt, Commissioner

Attest:

Amber Eyer  
\_\_\_\_\_  
Clerk of the Board

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

Recommended:

[Signature]  
\_\_\_\_\_  
Department Head

\_\_\_\_\_  
County Administrator

Approved as to form:

[Signature]  
\_\_\_\_\_  
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

[Signature]  
\_\_\_\_\_  
Risk Manager

Approved as to budget:

[Signature]  
\_\_\_\_\_  
Budget & Finance Director



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

**SECTION A**

**PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS**

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

<b>ORDER #</b>
C184302

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

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

<b>CUSTOMER ID</b>	<b>SALES REP</b>	<b>FREQUENCY OF PROJECT</b>
A118219	pcani	Biennial

<b>US GSA CONTRACT NO.</b>	35F-0801N
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<b>FIRST PROJECT</b>					
<b>QTY</b>	<b>PRODUCT NAME</b>	<b>PRODUCT DESCRIPTION</b>	<b>SALES PRICE</b>	<b>DISCOUNT PRICE (%)</b>	<b>TOTAL PRICE<sup>1</sup></b>
927	IMAGERY - 9in, 5-way, OCB (C5) Per Sector	Product includes 9-inch GSD color balanced oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/- 10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel.	\$80.00	\$66.40 (17.0%) Long-Term Incentive Discount	\$61,552.80
129	IMAGERY - 4in, 5-way, OCB (N5) Per Sector	Product includes 4-inch GSD color balanced oblique frame images (4-way), 4-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.32 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.33 feet/pixel, Middle Line: 0.36 feet/pixel, Back Line: 0.44 feet/pixel.	\$416.00	\$345.28 (17.0%) Long-Term Incentive Discount	\$44,541.12
927	Tiles - Standard (9in GSD; JPG format) Per Sector*	Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details.  Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$10.00	\$5.00 (50.0%)	\$4,635.00
129	Tiles - Standard (4in GSD; JPG format) Per Sector*	Available with corresponding 3" GSD or 4" GSD imagery purchase. 4-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details.  Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00	\$10.00 (50.0%)	\$1,290.00
1	FutureView Advanced Training (Conference Only)*	Conference registration to advanced training designed to maximize deployment. Includes event registration (no airfare or hotel). Must be redeemed within three years of agreement execution date.  Applicable Terms and Conditions: Order Form	\$699.00		\$699.00
1	Media Drive Capacity 931G - Drive Model IT - EXTPOWER*	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.  Applicable Terms and Conditions: Order Form	\$199.00		\$199.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	\$0.00		\$0.00
1	Oblique Imagery Bundle with Two (2) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of	\$0.00		\$0.00

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

		telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.			
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.	\$0.00		\$0.00
<b>SUBTOTAL - Flight Number (Ordinal)</b>					<b>\$112,916.92</b>

<b>SECOND PROJECT</b>					
<b>QTY.</b>	<b>PRODUCT NAME</b>	<b>PRODUCT DESCRIPTION</b>	<b>SALES PRICE</b>	<b>DISCOUNT PRICE (%)</b>	<b>TOTAL PRICE<sup>1</sup></b>
927	IMAGERY - 9in, 5-way, OCB (C5) Per Sector	Product includes 9-inch GSD color balanced oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/- 10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel.	\$80.00	\$70.40 (12.0%) Long-Term Incentive Discount	\$65,260.80
129	IMAGERY - 4in, 5-way, OCB (N5) Per Sector	Product includes 4-inch GSD color balanced oblique frame images (4-way), 4-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.32 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.33 feet/pixel, Middle Line: 0.36 feet/pixel, Back Line: 0.44 feet/pixel.	\$416.00	\$366.08 (12.0%) Long-Term Incentive Discount	\$47,224.32
927	Tiles - Standard (9in GSD; JPG format) Per Sector*	Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details.  Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$10.00	\$5.00 (50.0%)	\$4,635.00
129	Tiles - Standard (4in GSD; JPG format) Per Sector*	Available with corresponding 3" GSD or 4" GSD imagery purchase. 4-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details.  Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00	\$10.00 (50.0%)	\$1,290.00
1	FutureView Advanced Training (Conference Only)*	Conference registration to advanced training designed to maximize deployment. Includes event registration (no airfare or hotel). Must be redeemed within three years of agreement execution date.  Applicable Terms and Conditions: Order Form	\$699.00		\$699.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER*	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.  Applicable Terms and Conditions: Order Form	\$199.00		\$199.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	\$0.00		\$0.00
1	Oblique Imagery Bundle with Two (2) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00		\$0.00



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

1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.	\$0.00		\$0.00
SUBTOTAL - Flight Number (Ordinal)					\$119,308.12

**THIRD PROJECT**

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	SALES PRICE	DISCOUNT PRICE (%)	TOTAL PRICE <sup>1</sup>
927	IMAGERY - 9in, 5-way, OCB (C5) Per Sector	Product includes 9-inch GSD color balanced oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/- 10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel.	\$80.00	\$74.40 (7.0%) Long-Term Incentive Discount	\$68,968.80
129	IMAGERY - 4in, 5-way, OCB (N5) Per Sector	Product includes 4-inch GSD color balanced oblique frame images (4-way), 4-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.32 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.33 feet/pixel, Middle Line: 0.36 feet/pixel, Back Line: 0.44 feet/pixel.	\$416.00	\$386.88 (7.0%) Long-Term Incentive Discount	\$49,907.52
927	Tiles - Standard (9in GSD; JPG format) Per Sector*	Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details.  Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$10.00	\$5.00 (50.0%)	\$4,635.00
129	Tiles - Standard (4in GSD; JPG format) Per Sector*	Available with corresponding 3" GSD or 4" GSD imagery purchase. 4-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details.  Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00	\$10.00 (50.0%)	\$1,290.00
1	FutureView Advanced Training (Conference Only)*	Conference registration to advanced training designed to maximize deployment. Includes event registration (no airfare or hotel). Must be redeemed within three years of agreement execution date.  Applicable Terms and Conditions: Order Form	\$699.00		\$699.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER*	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.  Applicable Terms and Conditions: Order Form	\$199.00		\$199.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	\$0.00		\$0.00
1	Oblique Imagery Bundle with Two (2) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00		\$0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.	\$0.00		\$0.00



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

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

Thank you for choosing Pictometry as your service provider.	<b>TOTAL</b>	\$357,924.36
<small><sup>1</sup>Amount per product = ((1-Discount %) * Qty * List Price)</small>		

**\*OPEN MARKET ITEMS ARE ALSO KNOWN AS INCIDENTAL ITEMS, NON-CONTRACT ITEMS, NON-CONTRACT ITEMS, AND OTHER DIRECT COSTS (ODS'S). OPEN MARKET ITEMS ARE NOT ON THE GSA CONTRACT AND THEREFORE SHOULD BE TREATED AS OPEN MARKET PURCHASES. THIS AGREEMENT CONTAINS OPEN MARKET ITEMS. OPEN MARKET ITEMS ARE ALLOWED UNDER CIRCUMSTANCES SET FORTH IN FAR 8.402(F). OPEN MARKET ITEMS ARE SUBJECT TO PICTOMETRY'S APPLICABLE LICENSE TERMS AND CONDITIONS.**

**FEES; PAYMENT TERMS**

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

**FIRST PROJECT**

Due On or Before January 1, 2017	\$29,827.03
Due at Initial Shipment of Imagery	\$29,827.03
Due at First Anniversary of Shipment of Imagery	\$59,654.06
<b>Total Payments</b>	<b>\$119,308.12</b>

**SECOND PROJECT**

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

**THIRD PROJECT**

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

**PRODUCT PARAMETERS**

**FIRST PROJECT**

**IMAGERY**

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

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

**SECOND PROJECT**

**IMAGERY**

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

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



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

Leaf:

Leaf Off: Less than 30% leaf cover

## THIRD PROJECT IMAGERY

**Product:**  
**Elevation Source:**  
**Leaf:**

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

**Product:**  
**Elevation Source:**  
**Leaf:**

**IMAGERY - 4in, 5-way, OCB (N5) Per Sector**  
USGS  
Leaf Off: Less than 30% leaf cover

## STANDARD ORTHO MOSAIC PRODUCTS

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

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

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

## RapidAccess—Disaster Response Program ("DRP")

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

- A. **Disaster Coverage Imagery at No Additional Charge** – Pictometry will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for DRP:
- Hurricane:** areas affected by hurricanes of Category II and higher.
  - Tornado:** areas affected by tornados rated EF4 and higher.
  - Terrorist:** areas affected by damage from terrorist attack.
  - Earthquake:** areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
  - Tsunami:** areas affected by damage to critical infrastructure resulting from tsunamis.
- B. **Discounted Rate** – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornados below EF4 or earthquakes rated below 6.0 on the Richter scale will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates.
- C. **Online Services – Use of Pictometry Connect Explorer™** – Pictometry's DRP includes the use of Connect Explorer for a term of ninety days from the date of delivery of the DRP imagery. Customer shall have access to the DRP imagery for as long as they maintain an active Connect account.

## SECTION B

## LICENSE TERMS

**PICTOMETRY DELIVERED CONTENT  
TERMS AND CONDITIONS OF USE**

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

**1. DEFINITIONS**

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

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

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

**3. OBLIGATIONS OF CUSTOMER**

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

**4. LICENSE DURATION; EFFECT OF TERMINATION**

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

**5. TRADEMARKS; CONFIDENTIALITY**

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

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

### 6. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES

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

### 7. MISCELLANEOUS PROVISIONS

- 7.1 **Restricted Rights.** Delivered Content acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable.
- 7.2 **Governing Law.** This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles.

[END OF DELIVERED CONTENT TERMS AND CONDITIONS]



SECTION B

LICENSE TERMS

PICTOMETRY SOFTWARE  
LICENSE AGREEMENT

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

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



**GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N (“SCHEDULE”)**

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

[END OF SOFTWARE LICENSE AGREEMENT]

**SECTION C**

**NON-STANDARD TERMS AND CONDITIONS**

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

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

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

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

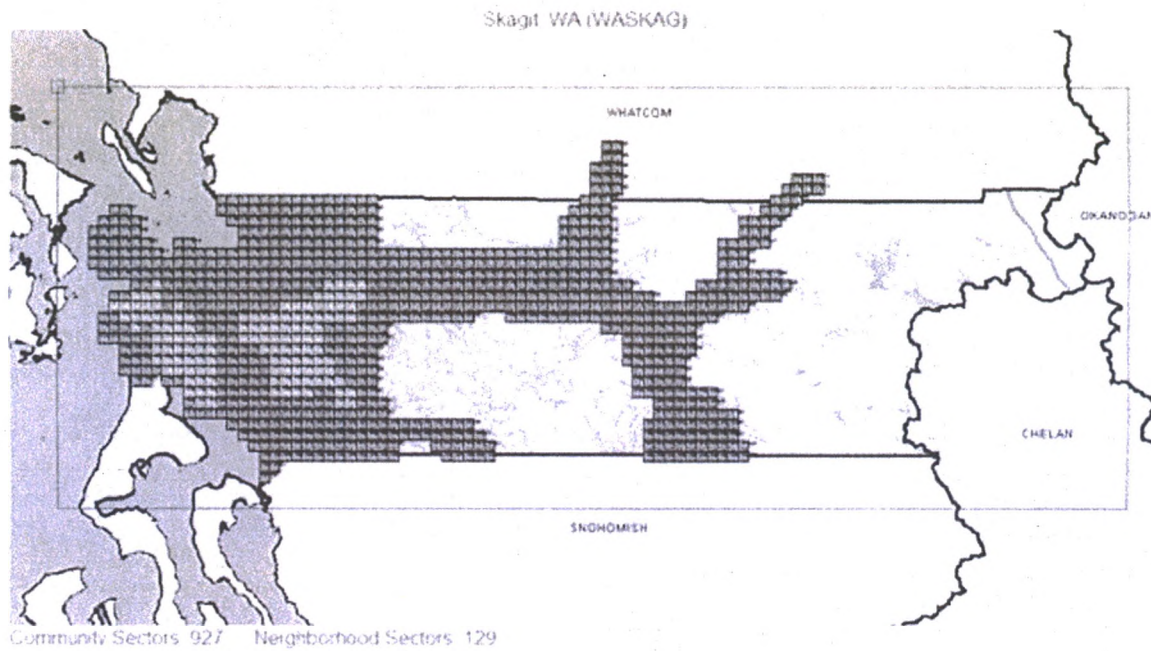
3. Puget Sound Energy ("PSE") will also be granted access to the imagery identified herein through a separate Connect Account upon PSE entering into a Connect License Agreement satisfactory in form to Pictometry. Each term is a consecutive two (2) year period. There are three (3) (or more in the event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

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[END OF NON-STANDARD TERMS AND CONDITIONS]

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

SECTOR MAP(S)







# CERTIFICATE OF LIABILITY INSURANCE

4/1/2017

DATE (MM/DD/YYYY)

4/1/2016

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

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

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

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

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

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

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

**CERTIFICATE HOLDER****CANCELLATION** See Attachments

<b>12251380</b> Skagit County GIS 700 South 2nd Street 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 REPR: <i>Adam D. McDonald</i>
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## **Exhibit C**

### **Pictometry Online Services General Terms and Conditions**

## **PICTOMETRY ONLINE SERVICES GENERAL TERMS AND CONDITIONS**

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

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

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

### **2. ACCESS TO SERVICES**

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



- 2.2 The Online Services, the Licensed Content, and features and functionality within the Online Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.
- 2.3 You are aware and understand that any user data collected or stored by the Online Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold Pictometry harmless from, all claims against Pictometry with respect to such access.

### **3. DISCLAIMERS**

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

### **4. LIMITED WARRANTY**

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

### **5. LIMITATION OF LIABILITY**

- 5.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or the Licensed Content, (b) the unavailability or interruption of the Online Services or any features thereof or the Licensed Content, (c) your or an Eligible User's use of the Online Services or the Licensed Content, (d) the loss or corruption of any data or equipment in connection with the Online Services or the Licensed Content, (e) the content, accuracy, or completeness of the Licensed Content, all regardless of whether you received assistance in the use of the Online Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Online Services.
- 5.2 "Covered Party" means (a) Pictometry and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry; and (b) each third party supplier of any Licensed Content, third party alliance entity, their affiliates, and any officer, director,



employee, subcontractor, agent, successor, or assign of any third party supplier of any Licensed Content or third party alliance entity and their affiliates.

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

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

5.5 Notwithstanding anything to the contrary in this Section 5:

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

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

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

## 6. MISCELLANEOUS

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

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

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



- 6.4 The failure of you, Pictometry, or any third party supplier of the Online Services or any Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.
- 6.5 Neither you nor any Eligible User may assign or otherwise transfer your rights or delegate your duties under this License Agreement without the prior written consent of Pictometry. Any attempt by you or any Eligible User to assign, transfer or delegate your rights or obligations under this License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this License Agreement. This License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.
- 6.6 This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this License Agreement, the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.
- 6.7 This License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this License Agreement.
- 6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the Online Services or any Licensed Content has the right to assert and enforce the provisions of this License Agreement directly on its own behalf as a third party beneficiary.
- 6.9 In the event of a breach of your obligations under this License Agreement or your payment obligations with respect to access to the Online Services or the Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.
- 6.10 This License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

**PICTOMETRY INTERNATIONAL CORP.  
SOFTWARE LICENSE AGREEMENT**

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**TERMINATION.** This License will terminate automatically without notice from Pictometry if you fail to comply with any term of this License. Upon the termination of this License, you will cease all use of the Pictometry Software and destroy all copies, full or partial, of the Proprietary Materials.

#### **MISCELLANEOUS PROVISIONS.**

**Restricted Rights.** Pictometry Software acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable. Pictometry must be notified in advance of any license grants to United States federal governmental entities. The Pictometry Software is developed for general use in a variety of applications and is not developed or intended for use in any inherently dangerous applications or applications that could lead to property damage, personal injury or death. If you use the Pictometry Software in such applications, then you will be responsible for taking all appropriate fail-safe, backup, redundancy, and other measures to ensure the safe use of the Pictometry Software in such applications, including but not limited to, in any nuclear, aviation, mass transit, public safety or medical applications.

**Foreign Trade Restrictions.** The parties acknowledge that certain information, software technology, accompanying documentation and technical information may be subject to United States export control laws. You will not directly or indirectly export or re-export the Pictometry Software in violation of the Export Administration Regulations of the U.S. Department of Commerce.

**Governing Law.** This License will be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflict of laws principles.

**Assignment.** You may not assign this License without Pictometry's prior written consent. Any assignment in violation of this License will be null, void and of no force and effect. For all purposes under this License, any merger, consolidation, spin-off, acquisition or change-in-control will be deemed an assignment.

**Partial Invalidity; Survival.** If any provision of this License is held invalid or unenforceable by competent authority, that provision will be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it will then appear. The total invalidity or unenforceability of any particular provision of this License will not affect its other provisions and this License will be construed in all respects as if the invalid or unenforceable provision were omitted. The provisions of this License that by their nature would survive its termination will survive indefinitely.

**Force Majeure.** Neither party will be liable for any costs or damages due to nonperformance under this License arising out of any cause not within the reasonable control of such party and without its fault or negligence. Neither party will be liable for any delay or failure in the performance of its obligations under this License that directly results from any failure of the other party to perform its obligations as set forth in this License.

**Waiver.** No waiver of a breach of any term of this License will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this License. No failure on the part of a party to exercise, and no delay in exercising any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this License or the rights or obligations of any party hereunder.

**Entire Agreement; Construction.** This License contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings regarding that subject matter. No amendment to or modification of this License will be binding unless in writing and signed by Pictometry. There are no representations, warranties, or obligations of any party not expressly contained herein. The headings in this License are for convenience only. They do not constitute a portion of this License and will not be used in any construction of it.

**Exhibit D**

**Pictometry's Authorized Sub User Agreement**







## Pictometry Authorized Sub-User Agreement

This Pictometry Authorized Sub-User Agreement (this "Agreement") is entered into by and between Pictometry International Corp., a Delaware corporation with offices at 25 Methodist Hill Drive, Rochester, New York 14623 ("Pictometry") and the party identified below ("Contractor"):

Contractor Name: \_\_\_\_\_  
Type/Jurisdiction of Contractor entity: \_\_\_\_\_  
Contractor Address: \_\_\_\_\_

Customer Name: \_\_\_\_\_  
Effective Date: \_\_\_\_\_

and is effective beginning on the Effective Date listed above (the "Effective Date") for a period of \_\_\_\_\_ months, at which time this Agreement will automatically terminate. Any extensions or modifications of this Agreement must be in writing and signed by duly authorized officers of Pictometry and the Contractor.

Whereas, Pictometry and the Customer identified above ("Customer") previously entered into a license agreement (hereinafter "Customer Agreement") wherein Customer was given access to and use of certain image and software products (hereinafter "Pictometry Licensed Products"). Customer has requested that Pictometry authorize Contractor to have access to and use of the Pictometry Licensed Products, which are set forth on Schedule A attached hereto and made a part hereof, in order to fulfill its contractual obligations to the Customer for Customer's project(s), as set forth and described on Schedule B, entitled "Contractor's Scope of Work", attached hereto and made a part hereof.

Now therefore, Pictometry and the Contractor hereby agree that Contractor may utilize the Pictometry Licensed Products in accordance with the terms and conditions set forth herein.

Contractor agrees as follows:

1. Contractor may use the Pictometry Licensed Products solely for the purpose of fulfilling its contractual obligations to the Customer for Customer's project(s), as set forth in Schedule B and for no other purpose;
2. All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Pictometry Licensed Products belong to Pictometry or its third party suppliers. Contractor shall not acquire any proprietary interest in the Pictometry Licensed Products or any copies thereof, except the limited use rights granted herein;
3. Contractor shall not assign or otherwise transfer its rights or delegate its duties under this Agreement;
4. Contractor shall not make the Pictometry Licensed Products available to any other party, including Google or its affiliates, either directly or indirectly. Contractor will not share, publish, reproduce, sell or distribute the Pictometry Licensed Products (including making available on the Internet or World Wide Web or any other general access electronic network, method or medium);





5. Contractor shall not and will not enable others to decompile, reverse engineer, disassemble, attempt to derive source code of, decrypt, modify, create derivate works of, or tamper with or disable any security or monitoring features within the Pictometry Licensed Products;
6. Pictometry may terminate this Agreement at any time with or without cause upon ten (10) days written notice to the Contractor;
7. Upon expiration or termination of this Agreement, or in the event that Contractor is in violation of any of the terms or conditions set forth in this Agreement or the Customer is in violation of the Customer Agreement, the Contractor shall immediately cease use of all Pictometry Licensed Products, purge all Pictometry Licensed Products off of its respective computers/servers and return all Pictometry Licensed Products to Pictometry;
8. The Pictometry Licensed Products are provided for visualization purposes only and do not constitute professional engineering or surveying services;
9. Contractor waives any and all rights it may have against Pictometry, each third party supplier of any portion of the Pictometry Licensed Products, and each of their directors, officers, members and employees, arising out of use of or reliance upon the Pictometry Licensed Products; and
10. Contractor acknowledges and agrees that a breach of this Agreement by Contractor may cause severe and irreparable damage to Pictometry which may be difficult to measure with certainty or to compensate through damages. In the event of any breach of this Agreement by Contractor, Contractor agrees that Pictometry is authorized and entitled to seek preliminary and/or permanent injunctive relief, as well as any other relief permitted by applicable law. Contractor hereby waives the necessity of the posting of any form of bond relating to the issuance of injunctive relief.

In witness whereof, the parties have executed this Agreement.

**Pictometry International Corp.**

**Contractor**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Email: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Email: \_\_\_\_\_



**SCHEDULE A**

**PICTOMETRY LICENSED PRODUCTS**

Pursuant to the terms and conditions of this Agreement, Contractor shall be given access to the following the Pictometry Licensed Products by the Customer:

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**SCHEDULE B**

**CONTRACTOR'S SCOPE OF WORK**

Pursuant to the terms and conditions of this Agreement, Contractor may use Pictometry Licensed Products solely for the purpose of fulfilling its contractual obligations on the following Customer projects:

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_



**Skagit County GIS**  
 1800 Continental Place  
 Mount Vernon, WA 98273  
 (360)-336-9368

Invoice No.: GIS-09222017-006

## Invoice

**Customer**

**Name** Public Utility District No.1 Of Skagit County  
**Address** 1415 Freeway Drive  
**City** Mount Vernon State WA ZIP 98273  
**Contact:** Gary Chrysler, Information System Administrator

**Date:** 9/22/2017  
**Processed:** Josh Greenberg  
**Admin.:** G. Almvig  
**Contract No.:** C20170127

Qty	Description	Cost/Rate	Total
1	As per contract number (C20170127) this is the first of two payments for the licensed 2017 Pictometry aerial imagery and software. The second payment will be invoiced in June of 2018.	\$ 7,500.00	\$ 7,500.00
10	Pictometry Connect licenses	\$30.00	\$ 300.00
<i>On a contract</i>			
SubTotal			\$ 7,800.00
Tax 8.7%			\$ 678.60
Balance			\$ 8,478.60

**Payment Details**

Please make checks payable to Skagit County GIS and send payment to the address shown above. Net 30.

**APPROVED FOR PAYMENT**  
 DATE 9-27-17  
 GL# 190-3013.00,6252  
 WO# \_\_\_\_\_  
 PO# \_\_\_\_\_  
 SIGN [Signature]