

ARLINGTON COUNTY, VIRGINIA

STANDARD FORM AGREEMENT No. 563-15

THIS AGREEMENT ("Agreement") is made on the date of execution by the County between the COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA ("County") and PICTOMETRY INTERNATIONAL CORP., 25 Methodist Hill Drive, Rochester, NY, 14623, a Delaware corporation licensed to do business in Virginia ("Contractor") (collectively the "parties").

1. The Contractor agrees to provide the following goods or services:

Provide 4-way orthogonal frame aerial images of Arlington County as specified in Exhibit A (Scope of Work and Contract Pricing). Provide software licenses, training, documentation, and support as detailed in Exhibit A, Exhibit B (Pictometry Delivered Content Terms and Conditions of Use); Exhibit C (Pictometry Software License Agreement),; Exhibit D (Online Services Terms and Conditions); and Appendix 1 "PHOTOGRAMMETRIC PRODUCT SPECIFICATIONS".

2. The Contractor's provision of these goods and services shall be subject to review and approval by the County's Project Officer ("Project Officer") assigned by the Director of the County's Department of Technology Services which approval shall not be unreasonably withheld.

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):

- terms and conditions of this Agreement,
- Product Descriptions,
- License Terms in order of Exhibit B, Exhibit C, and Exhibit D.

4. The Contractor shall provide the goods and services designated in Paragraph 1 beginning on the date of execution of this Agreement by the County, and, unless terminated as provided below, the Agreement shall continue until June 30, 2020.

5. For services rendered and goods provided by the Contractor and accepted by the Project Officer, the County shall pay the Contractor at the prices and terms indicated in Exhibit A. The County shall not pay the Contractor any other sum under this Agreement. Payment to the Contractor shall be net thirty (30) days from receipt by the County of a correct invoice from the Contractor. An invoice's correctness will be determined by the Project Officer.

6. It is understood and agreed by the parties that the Contractor is an independent contractor separate from the County, and the County will not withhold from the compensation paid to the Contractor any federal or Virginia unemployment taxes, federal or Virginia income taxes, Social Security tax, or any other amounts for benefits to the Contractor or its agents or employees; further, the County will not provide any insurance coverage or other benefits normally provided by the County for its general employees to the Contractor.

7. The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Agreement:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Agreement; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment, with the reason for nonpayment.

The Contractor is obligated to pay interest to any subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Agreement, except for amounts withheld as allowed in section b., above. Unless otherwise provided under the terms of this Agreement, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as those contained in this Agreement with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the above provisions may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

8. Pictometry shall use reasonable efforts to correct any deficiency that precludes use of the Delivered Content in the manner intended. Should the goods or services delivered under this Agreement fail to meet the specifications under this Agreement, the County will notify Contractor of such failure and provide Contractor with a period of thirty (30) days in which to cure the deficiency. In the event Contractor is unable to correct the deficiency to meet specification after thirty (30) days, the County shall have the right to terminate this Agreement. In the event of such termination, the County will give the Contractor written notice forty-eight (48) hours before the effective date and time of termination. Such notice shall be effective upon being mailed by the County to the Contractor. In the event this Agreement is terminated by the County due to the Contractor's failure to provide satisfactory goods or services, the Contractor shall be entitled to receive compensation only for goods or services satisfactorily performed and accepted by the Project Officer prior to the mailing by the County of such termination notice. Upon any termination pursuant to this section, the Contractor shall be liable to the County for all costs incurred by the County after the effective date of termination including costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the Project or the cost of repairing or correcting any unsatisfactory or non-compliant work. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County.

9. The Contractor shall provide the following insurance coverages marked before the start of work and shall provide a certificate of insurance evidencing such coverages.

- Workers Compensation-Standard Virginia Workers Compensation Policy.
- Commercial General Liability (CGL)- \$500,000 combined single limit with \$1,000,000 aggregate coverage to include Personal Injury, Completed Operations, Contractual Liability and, where applicable to the services, Products and Independent Contractors. "The County Board of Arlington County, Virginia, and its officers, employees and agents" must be additional named insureds on the CGL policy.
- Automobile Bodily Injury and Property Damage Liability - \$500,000 Combined Single Limit (Owned, non-owned, or hired, as applicable)

10. The Contractor agrees as follows:

- a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability or any other basis prohibited by Virginia or federal law related to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth this nondiscrimination clause.
- b) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that it is an Equal Opportunity Employer.
- c) Notices, advertisements and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d) The Contractor shall include the provisions of the foregoing paragraphs a), b), and c) in every subcontract or Purchase Order in excess of \$10,000.00, so that the provisions will be binding upon each subcontractor and/or supplier.

11. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990, which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in publicly- and privately-provided services and activities.
12. During the performance of this Agreement, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that it is a violation to report to work under the influence of or while impaired by illegal drugs and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order, related to this Agreement, in excess of \$10,000.00, so that the provisions will be binding upon each subcontractor or supplier. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with this Agreement.
13. In accordance with § 2.2-4311.1 of the Code of Virginia, the Contractor acknowledges that it does not, and shall not during the performance of this Agreement, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
14. Contractual Disputes shall be governed, by the applicable provisions of the Arlington County Purchasing Resolution. The time limit for decision by the County Manager in Contractual Disputes, as that term is used in the Purchasing Resolution, is fifteen (15) days.
15. County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.
16. All funds for payments by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County. In the event of nonappropriation of funds by the County Board for Arlington County for the goods and/or services provided under this Agreement or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Agreement, without termination charge or other liability to the County, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. . Upon termination of in accordance with the foregoing, if the County is in possession of licensed products for which Contractor has not been fully compensated for in accordance with the payment terms of this Agreement, the County shall immediately cease use of those licensed products, purge those licensed products from all authorized workstations, and return those licensed products to Contractor.
17. This Agreement incorporates by reference Article 9 of the Arlington County, Virginia, Purchasing Resolution, as well as any Virginia or federal law related to ethics, conflicts of interest, or bribery, including, by way of illustration and not limitation, the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia (§ 18.2-438 et seq.), as amended.
18. The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Agreement if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond the control of the Contractor and outside the scope of the Contractor's then-current, by industry standards, disaster plan that make performance impossible or illegal, unless otherwise specified in this Agreement.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by this Agreement if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond the control of the County that make performance impossible or illegal, unless otherwise specified in this Agreement.

19. No employee of the County shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom.

20. The County does not discriminate against faith-based organizations.

21. The Contractor and its employees, agents, and subcontractors, hereby agree to hold as confidential all County information provided by the County to Contractor in order to perform the work under this Agreement which is clearly identified and marked by the County as "Confidential". Confidential information includes, but is not limited to, nonpublic personal information, personally identifiable health information, social security numbers, addresses, dates of birth, other contact information or medical information about a person, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the parties. The Contractor shall take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of, and abide by, this requirement.

22. The Contractor agrees to comply with the provisions of Chapter 11 of the Arlington County Code covering business licenses insofar as those provisions may apply to this Agreement.

23. The Contractor shall be and remain authorized to transact business in the Commonwealth of Virginia during the term of this Agreement.

24. This Agreement shall be governed in all respects by the laws of the Commonwealth of Virginia and no other state, and the jurisdiction and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court or jurisdiction.

25. The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's or its employees and/or subcontractors, performance or nonperformance of its work. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this paragraph, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Agreement.

26. The Contractor warrants and guarantees that no intellectual property rights (including, but not limited to, copyright, patent, mask rights and trademark) of third parties are infringed or in any manner involved in or related to the services provided hereunder.

The Contractor further covenants for itself, its employees, and subcontractors to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees from and against any and all third-party claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by the County. If the Contractor, or any of its employees or subcontractors, uses any design, device, work, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract Amount includes all royalties, licensing fees, and any other costs arising from the use of such design, device, work, or materials in any way involved with the Work. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after Notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys' fees incurred and any settlements or

payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

27. Notwithstanding any other provision of this Agreement, nothing in this Agreement or any action taken by the County pursuant to this Agreement shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

28. All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:

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

TO THE COUNTY:

The County Project Officer
Gerry Coates
2100 Clarendon Blvd
GIS Mapping Center STE 813
Arlington, Virginia 22201

AND

Sharon T Lewis, Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

29. The Contractor agrees to retain all books, records and other documents related to this Agreement for at least five (5) years after final payment. The County or its authorized agents shall have reasonable access to and the right to examine any of the above documents during this period and during the Contract Term upon written notice to Contractor. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) within five (5) years after final payment, the Contractor shall notify the County at least thirty (30) days prior to such disposal, and if the County objects, shall not dispose of the records.

30. This Agreement expressly incorporates any and all attachments and/or exhibits referenced hereinabove by reference. Where the terms and provisions of this Agreement vary from the terms and provisions of any attachments or exhibits, the terms and provisions of this Agreement shall take precedence.

31. The Contractor shall comply with all applicable legislative and regulatory requirements of privacy, security, and electronic transaction components of the Health Insurance portability and Accountability Act of 1996 ("HIPAA"). If applicable, the Contractor shall be designated a business associate pursuant and will be required to execute an Arlington County Business Associate Agreement pursuant to 45 C.F.R. §164.502(e) and §164.504(e).

32. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement, or of any or all of its right, title or interest therein, without prior written consent of the County.

33. This Agreement shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

34. All remedies available to the County under this Agreement are cumulative and no remedy hereunder shall be exclusive of any other remedy available to the County at law or in equity.

35. The sections, paragraphs, sentences, clauses and phrases of this Agreement are severable, and if any phrase, clause, sentence, paragraph or section of this Agreement shall be declared invalid by a valid judgment or decree of a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Agreement.

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

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE AFFIXED THEIR SIGNATURES.

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

PICTOMETRY INTERNATIONAL CORP.

DocuSigned by:
Igor Scherbakov
SIGNED: _____
45E00E23E57D4A7...

DocuSigned by:
Brian Brockmann
SIGNED: _____
919C59280FF1419...

PRINTED NAME: IGOR SCHERBAKOV

PRINTED NAME: Brian Brockmann

PRINTED TITLE: PURCHASING OFFICER

PRINTED TITLE: Corporate Vice President

9/11/2018

9/7/2018

DATE: _____

DATE: _____

EXHIBIT A**SCOPE OF WORK AND CONTRACT PRICING**

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

ORDER #

C191256

BILL TO

Arlington County, VA
Jerry Coates, GIS Analyst
2100 Clarendon Blvd
GIS Mapping Center STE 813
Arlington, VA 22201
(703) 228-4391
gcoates@arlingtonva.us

SHIP TO

Arlington County, VA
Jerry Coates, GIS Analyst
2100 Clarendon Blvd
GIS Mapping Center STE 813
Arlington, VA 22201
(703) 228-4391
gcoates@arlingtonva.us

CUSTOMER ID

A116837

SALES REP

EStar

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
1	Planimetrics	Refer to attached Appendix for specifications. Applicable Terms and Conditions: Order Form	\$48,831.00		\$48,831.00
37	AccuPLUS 3in - CUSTOMER DTM - Per Sector	Product includes: 3-inch GSD AccuPlus ortho mosaic tiles (GeoTIFF format), 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 3-inch GSD area-wide ortho mosaic (ECW format), 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel. Ortho-mosaic accuracy: 0.75 ft. RMSE (X or Y); 1.84 ft NSSDA 95%; meets or exceeds ASPRS Class 1 (1990) at 1"=100'; NMAS Class 1 at 1"=50'. Pricing discounted to reflect use of customer-provided DTM to support ortho-rectification (subject to Pictometry testing and validation). Refer to attached terms and conditions. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$845.00		\$31,265.00
37	LiDAR-PURCHASED-1.0m postings (sq mi) with AccuPlus	Available with purchase of AccuPlus product. LiDAR data delivered in tiled LAS format, nominal raw post spacing of 1.0m, vertical accuracy sufficient to support optional generation of 2-ft contours (available separately). 50 square mile minimum. Customer shall own the copy of this LiDAR product delivered to Customer pursuant to this Agreement. Pictometry shall retain copies of said LiDAR product and shall own those copies. Applicable Terms and Conditions: Order Form	\$728.38	\$675.67 (7.237%)	\$24,999.79
45	IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector	Product includes 9-inch GSD 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. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$200.00		\$9,000.00
2	Pictometry Connect - CA - 100	Pictometry Connect - CA - 100 (Custom Access) provides up to 100 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$3,300.00	\$2,475.00 (25%)	\$4,950.00
1	AccuPLUS Project Fee - CUSTOMER LIDAR	AccuPLUS project fee for projects with customer-supplied DTM	\$2,500.00		\$2,500.00

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
		Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use			
37	LIDAR-DEM and 2ft Contours (sq mi)	Available with qualifying LiDAR purchase. Gridded bare earth DEM in ArcGIS GRID format and tiled contours at a 2-foot interval in ESRI Polyline Feature Class format. Refer to attached terms and conditions. Applicable Terms and Conditions: Order Form	\$60.00		\$2,220.00
45	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		\$450.00
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
37	LIDAR-First Return LAS/XYZ (sq mi)	Available with qualifying LiDAR purchase. Pictometry will create a copy of the original dataset containing all first return points in LAS (v1.2) and ASCII XYZI format. Two output files are created and delivered per input LAS tile: first return points in LAS format tiled in same schema as base deliverable data files; first return points in ASCII XYZI format tiled in same schema as base delivered data files. Applicable Terms and Conditions: Order Form	\$5.00		\$185.00
37	LIDAR-Bare Earth XYZ (sq mi)	Available with qualifying LiDAR purchase. Additional set of tiles containing only points classified as ground in ASCII XYZ format. Points classified as ground (i.e. class 2) will be exported to XYZI ASCII text format. One output file per LAS tile is created. Deliverable is ground classified points in ASCII XYZI format tiled in same schema as base deliverable data files. Applicable Terms and Conditions: Order Form	\$3.00		\$111.00
45	Mosaic - Area Wide (9in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.50		\$22.50
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. Applicable Terms and Conditions: Order Form	\$0.00		\$0.00
1	AccuPlus 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. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00

Thank you for choosing Pictometry as your service provider.	TOTAL	\$124,733.29
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¹Amount per product = ((1-Discout %) * Qty * List Price)

FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts due under this Agreement including, but not limited to, attorneys' fees and court costs.

\$15,591.65

Arlington County, VA – C191256 2018-05-23

DD-0001-20160318

Due at Signing	
Due at Initial Shipment of Imagery	\$46,774.99
Due at First Anniversary of Shipment of Imagery	\$62,366.65
Total Payments	\$124,733.29

PRODUCT PARAMETERS

ACCUPLUS IMAGERY

Product:	AccuPLUS 3in - CUSTOMER DTM - Per Sector
<i>Coverage Area Format:</i>	Shapefile
<i>Leaf:</i>	Leaf Off: Less than 30% leaf cover

IMAGERY

Product:	IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector
<i>Leaf:</i>	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.

CONNECT

Product:	Pictometry Connect - CA - 100
<i>Admin User Name:</i>	Jerry Coates
<i>Admin User Email:</i>	gcoates@arlingtonva.us
<i>Geofence:</i>	VA Arlington

LIDAR

Product:	LiDAR-PURCHASED-1.0m postings (sq mi) with AccuPlus
<i>Funding Source:</i>	Self-funded / None (see related Terms & Conditions as applicable)

Product:	LIDAR-DEM and 2ft Contours (sq mi)
<i>Funding Source:</i>	Self-funded / None (see related Terms & Conditions as applicable)

Product:	LIDAR-First Return LAS/XYZ (sq mi)
<i>Funding Source:</i>	Self-funded / None (see related Terms & Conditions as applicable)

Product:	LIDAR-Bare Earth XYZ (sq mi)
<i>Funding Source:</i>	Self-funded / None (see related Terms & Conditions as applicable)

RapidAccess—Disaster Response Program (“DRP”)

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

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

- Hurricane:** areas affected by hurricanes of Category 2 and higher.
- Tornado:** areas affected by tornados rated EF4 and higher.
- Terrorist:** areas affected by damage from terrorist attack.

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

EXHIBIT 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 the Contractor.

1. DEFINITIONS

1.1 "Authorized Subdivision" means any political unit or subdivision located totally or substantially within the County's boundaries that the County authorizes 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 the County, or Authorized Subdivisions;
- (ii) it is located within and only accessible from facilities that are owned or leased by the County or an Authorized Subdivision, and
- (iii) it is under the control of and may only be used by the County or Authorized Subdivisions.

1.3 "Authorized User" means any employee or in-house contract employee dedicated to performing work exclusively for the County or Authorized Subdivisions that is authorized by the County 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 the County by or on behalf of the Contractor pursuant to the Agreement.

1.5 "Project Participant" means any employee of persons or entities performing services for compensation for the County or an Authorized Subdivision, or any contractor of such a person or entity, that has been identified by written notice to the Contractor prior to being granted access to Delivered Content and, unless the Contractor expressly waives such requirement for any individual, has entered into a written agreement with the Contractor authorizing such access. Project Participants shall not include contract employees as specified in item 1.3 above.

2. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

2.1 Subject to the terms and conditions of the Agreement, the County are granted nonexclusive, nontransferable, perpetual, 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 the County or Authorized Subdivisions that are to be performed within its facilities or via remote login; and
 - (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 the County or Authorized Subdivisions to be performed entirely within facilities of the County or Authorized Subdivisions; and
 - (ii) 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 The County 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 The County may not offer any part of the Delivered Content for commercial resale or commercial redistribution in any medium.

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

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

2.6 The County 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 the Contractor or its third party suppliers. Neither the County 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 THE COUNTY

3.1 Geographic Data. If available, the County agrees to provide to the Contractor 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. The County agrees that any of this data that is owned by the County may be distributed and modified by the Contractor as part of its products and services, provided that at no time shall the Contractor claim ownership of that data.

3.2 Notification. The County will (a) notify the Contractor in writing of any claims or proceedings involving any of the Delivered Content within fifteen (15) days after the County learns of the claim or proceeding, and (b) report promptly to the Contractor all claimed or suspected defects in Delivered Content.

3.3 Authorized User Compliance. The County will at all times be responsible for compliance by each Authorized User with the Delivered Content Terms and Conditions.

3.4 Authorized Subdivision Compliance. The County will 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 the Contractor 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. The Contractor 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 the County in the Delivered Content Terms and Conditions is perpetual, subject to the Contractor's right to terminate the license in the event the County do not pay in full the contract amounts as specified elsewhere in the Agreement, the Agreement is terminated for any reason other than a breach of the

Agreement by The Contractor, or as otherwise provided in the Agreement.

4.2 Effect of Termination. If the license is terminated for default or breach of the Agreement by the County, upon termination of the license granted to the County in the Delivered Content Terms and Conditions, the County 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 the Contractor.

5. TRADEMARKS; CONFIDENTIALITY

5.1 Use of the Contractor's Marks. The County agrees 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 the Contractor. The County may, however, include an appropriate government seal and the County's contact information so long as the seal and contact information in no way obscure or deface the Contractor's marks. The County further agrees that the County will not use any Contractor's trademark, trade name, logo, or designation in connection with any product or service other than the Delivered Content. The County's nonexclusive right to use the Contractor's trademarks, trade name, logos, and designations are coterminous with the license granted to the County in the Delivered Content Terms.

5.2 Confidentiality of Delivered Content. The Delivered Content consists of commercially valuable, proprietary products owned by the Contractor, the design and development of which reflect an investment of considerable time, effort, and money. The Delivered Content is treated by the Contractor as confidential and contains substantial trade secrets of the Contractor. The County agrees that the County 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 the County in the Delivered Content Terms and Conditions. The County agrees to use the County's best efforts to assure that the County's 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. The Contractor 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, the Contractor 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 THE COUNTY "AS IS" AND "WITH ALL FAULTS." THE CONTRACTOR 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 THE CONTRACTOR.

6.3 Limitation of Liability. With respect to any other claims that the County may have or assert against the Contractor on any matter relating to the Delivered Content, the total liability of the Contractor shall, in the aggregate, be limited to the aggregate amount received by the Contractor in payment for Delivered Content for three (3) times the contract value.

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.

[END OF DELIVERED CONTENT TERMS AND CONDITIONS]

EXHIBIT C**LICENSE TERMS****PICTOMETRY SOFTWARE LICENSE
AGREEMENT**

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 the County by the Contractor for use only under the terms of this License. The Contractor reserves all rights not expressly granted to the County in this License.
2. **LICENSE.** Subject to the terms and conditions of this Software License Agreement ("License"), the County is granted a limited, non-transferable, terminable, non-sublicenseable, non-exclusive, perpetual 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 the County's internal use is prohibited, except with the prior written approval of the Contractor. The County may make copies of the Pictometry Software in machine-readable form for backup purposes only; provided that the backup copies must include all copyright and other proprietary notices contained in the original. The County 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 the Contractor and its licensors.
3. **TITLE.** The Proprietary Materials are confidential information of, trade secrets of, and are proprietary to the Contractor. Title to the Proprietary Materials is and will remain in the Contractor 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 the Contractor and its licensors. The County will not assert any right, title or interest in the Proprietary Materials provided to the County under this License, except for the express license granted to the County hereunder. The County will not remove any copyright or other proprietary notice or legend contained on or included in any Proprietary Materials and the County will reproduce all such information on all copies made hereunder. The County will keep the Proprietary Materials free of all claims, liens and encumbrances.
4. **SOFTWARE WARRANTY AND MAINTENANCE.** The Contractor warrants that the software will conform to the requirements and specifications as set forth herein. The Contractor warrants the operation of all Software for the term of this Contract and will provide all revisions, updates, upgrades, and minor releases to both the Software and supporting Documentation during that warranty term as long as this Agreement remains effective.
5. **DISCLAIMERS OF WARRANTY. USE OF THE PICTOMETRY SOFTWARE IS AT THE COUNTY'S 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 THE CONTRACTOR 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. THE CONTRACTOR DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN OR PROVIDED BY THE PICTOMETRY SOFTWARE WILL MEET THE COUNTY'S REQUIREMENTS, THAT THE OPERATION OF THE PICTOMETRY SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PROPRIETARY MATERIALS WILL BE CORRECTED.**
6. **TERMINATION.** This License will terminate if the County fails to comply with any term of this License, and termination is effective if the County fails to correct such default within thirty (30) days after written notice thereof by the Contractor. Upon the termination of this License, the County 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. The Contractor 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 the County uses the Pictometry Software in such applications, then the County 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. The County 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. **Assignment.** The County may not assign this License without the Contractor'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.
 - D. **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, unless confirmed in writing in accordance with the provisions of the Agreement.

[END OF SOFTWARE LICENSE AGREEMENT]

EXHIBIT D**LICENSE TERMS****PICTOMETRY ONLINE SERVICES
GENERAL TERMS AND CONDITIONS**

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

1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

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

2. ACCESS TO SERVICES

- 2.1 Only you, your employees, and temporary or contract employees dedicated to performing work exclusively for you (each, an "Eligible User" and collectively, the "Eligible Users") are eligible to access and use the Online Services and the Licensed Content pursuant to the License Agreement. Each Eligible User to be provided access to the Online Service shall be assigned a unique login/password ("Pictometry Credential") for purposes of accessing the Online Services. You agree that each Pictometry Credential shall only be used by the Eligible User to whom it was originally assigned and that Pictometry Credentials may not be shared with, or used by, any other person, including other Eligible Users. You will promptly deactivate an Eligible User's Pictometry Credential in the event the Eligible User no longer meets the eligibility requirements or you otherwise wish to terminate the Eligible User's access to the Online Services. You are responsible for all use of the Online Services accessed with Pictometry Credentials issued to your Eligible Users, including associated charges, whether by Eligible Users or others. You will use reasonable commercial efforts to prevent unauthorized use of Pictometry Credentials assigned to your Eligible Users and will promptly deactivate any Pictometry Credentials you suspect are lost, stolen, compromised, or misused.
- 2.2 The Online Services, the Licensed Content, and features and functionality within the Online Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.
- 2.3 You are aware and understand that any user data collected or stored by the Online Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold Pictometry harmless from, all claims against Pictometry with respect to such access.

3. DISCLAIMERS

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

4. 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.

5. LIMITED WARRANTY

- 5.1 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.
- 5.2 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.

6. LIMITATION OF LIABILITY

- 6.1 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.
- 6.2 "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.
- 6.3 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.
- 6.4 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.
- 6.5 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.

7. MISCELLANEOUS

- 7.1 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.
- 7.2 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.
- 7.3 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.
- 7.4 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.
- 7.5 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.
- 7.6 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.

- 7.7 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.
- 7.8 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.
- 7.9 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.
- 7.10 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.

[END OF ONLINE SERVICES GENERAL TERMS AND CONDITIONS]

APPENDIX 1 PHOTOGRAMMETRIC PRODUCT SPECIFICATIONS

AccuPlus® Premium Ortho-Mosaic

Product Overview:

Seamless ortho-mosaic produced from individual frames and tiled to customer's preferred tiling scheme.

Acquisition:

Flight plans will be prepared to capture image frames with nominal 60% forward overlap and nominal 30% sidelap in order to provide sufficient overlap for automatic aerial triangulation and mitigation of building lean in orthophotography produced. Source imagery will be acquired during times of optimal environmental conditions. Imagery will generally be captured when solar altitude is 30 degrees or greater and/or by using the most optimal four-hour window, except where capture season offers significantly longer window. Imagery will be acquired with ground free of snow cover and deciduous vegetation less than 30% of full bloom. Frames with clouds will be rejected and reflown. Any planned deviation from these conditions imposed by capture window constraints will be discussed with client prior to commencement of acquisition.

Camera:

Pictometry utilizes its USGS certified, custom designed mapping camera incorporating a Kodak sensor and custom designed photogrammetric lenses. The sensor is fully calibrated according to Pictometry's USGS approved calibration process. Pictometry's sensor provides a dynamic range of 12 bits per band, RGB (resampled to 8 bits during processing).

Ortho-Rectification:

Prior to the production of orthophotography, Pictometry will perform automatic aerial triangulation, utilizing the directly observed Exterior Orientations (EOs) and ground control points (GCPs), measured by a licensed surveyor, for the purpose of orienting the individual frames for creation of the final ortho imagery. In addition to the GCPs, sophisticated matching techniques will be employed to automatically create tie points for use in performing a bundle adjustment. Pictometry will utilize best available Digital Terrain Models, combined with the calibrated camera interior orientations, ground control points, and triangulated EOs to rectify the images. When the rectification requires a resampling of the source imagery, a cubic convolution method will be utilized.

Mosaic:

Global color balancing will be applied to all orthophotos to create homogeneous orthophotos within the project area. Local adjustments of brightness values, color and contrast will be performed if needed. There will be no obvious seam edge between two adjacent orthophotos. Mosaic will be created using automated seamline steering, with manual edits to eliminate feature misalignment caused by seamlines which pass thru features above the elevation surface. Feature alignment across seamlines will be 3 pixels or better. When possible, seamlines will be steered away from elevated features to improve orthophoto quality. Once the mosaic has been produced, the imagery will be tiled and named according to the customer provided (or Pictometry generated) schema for delivery.

LiDAR 1.0 m

This section describes the operational parameters of the ALTM Gemini that Pictometry intends to set for collection of data. Actual collection parameters may vary due to weather conditions and/or air traffic control (ATC) restrictions. Pictometry stipulates the final accuracy of the dataset regardless of actual capture parameters.

CAPTURE PARAMETERS (NOMINAL) – 1.0 M POSTINGS

Flight Altitude:	1800m/5900ft
Point Spacing:	1.0m
Point Density:	1 point per square meter
Pulse Repetition Freq.:	100kHz
Scan Angle (+/-):	16.9 degrees
Scan Frequency:	42.1Hz
Swath Width:	1100m/3600ft
Overlap:	30%
Vertical Accuracy:	15 cm RMSE _z bare earth 30 cm NSSDA Vertical Accuracy (95% confidence) – bare earth
Horizontal Accuracy:	35cm; RMSE
Returns:	Up to four per pulse
Intensity records:	Recorded for each return
Coordinate System:	Customer preferred system and units (must be specified and approved in advance of start of work).
Filtering:	Automated methods with manual review and clean up with the following minimum performance specifications: <ul style="list-style-type: none"> • 95% of outliers removed • 95% of vegetation removed • 98% of buildings removed
Contour Interval	Meets or exceeds FEMA requirements to generate contours at a 2' interval. NOTE: While Pictometry stipulates this accuracy, independent verification of this accuracy as well as additional independent reporting is usually required to qualify for FEMA funding. Pictometry offers these services through an independent subcontractor for additional cost.

Deliverables:

- LiDAR Data
 - Tiled* LAS v1.2 files including Return Number and Intensity attribute for each return
 - Duplicate points and 95% of outliers removed
 - Ground points classified via automated methods with manual review and clean up
 - 95% of vegetation features removed
 - 98% of buildings removed
 - Buildings and vegetation not classified separately
 - **NOTE:** LiDAR data deliverables will extend approximately 200m beyond the specified project area
- Raw GPS/INS data and laser range files with supporting information
- FGDC compliant metadata

Estimated Data Sizes (at 1.0m point spacing): 10-12 GB per 100 square miles (approximate)

DEM Bare Earth**ESRI Terrain**

Pictometry will convert the Bare Earth classified data contained in the LAS files to ESRI Terrain data as a fundamental step toward deriving subsequent bare earth terrain products. Developing the data in this manner will significantly enhance the delivery of data to the Customer and provide maximum flexibility for future use, updates, and edits. **Standard Hydrographic Breaklines (described below) will be incorporated into all terrain deliverables.** Additional breaklines may be developed and incorporated into the terrain at any time.

Digital Elevation Models (DEMs)

The standard DEM deliverable will be assumed to have a 10-foot grid cell size unless otherwise specified by the customer. Pictometry will also develop a Hillshade from the DEM for visualization and cartographic mapping purposes.

Standard Hydrographic Breaklines

Breaklines are linear features that describe a change in the smoothness or continuity of a surface. As part of the baseline effort to create a DEM, Pictometry will develop limited 3D breaklines for water feature boundaries and wide rivers and incorporate those into the ESRI Terrain data prior to generating any derived products.

Hydrographic breaklines will be delineated using the LiDAR data with elevation values assigned from the LiDAR data, using best available aerial photography and the National Hydrography Dataset (NHD) as references.

Water bodies will be defined for the purposes of this task as being larger than 5m across, or greater than one (1) acre. Breaklines delineating the edge of water will be created for all such water bodies. Breaklines will not be developed for streams less than 5m across, also referred to in NHD as 'single line streams'.

The standard for water bodies in the USGS Specification is 100ft and two (2) acres respectively. 'Hydro-flattening', as defined in the USGS Specification, will be completed at a minimum on all water bodies meeting the USGS definition. This task is intended to meet or exceed the requirements for 'Hydro-flattening' in the USGS Specification.

For flat and level water bodies (ponds, lakes), a single elevation value will be assigned to the entire polygon and/or to every bank vertex. The entire water surface edge will be at or just below the immediately surrounding terrain. For streams and rivers, breaklines indicating flat and level bank-to-bank conditions (perpendicular to the apparent flow centerline) will be created, with the gradient along the bank to follow the immediately surrounding terrain. Monotonicity will be enforced on breaklines meeting the USGS Specification. Stream and river breaklines delineating the edge of water will stop at road crossings (i.e., culvert locations).

Bare earth LiDAR points that are within the design Nominal Point Spacing (NPS) of a breakline will be re-classified as 'Ignored Ground' once the breaklines have been completed. The design NPS of a LiDAR collection is typically between 1 and 2 meters, but may be greater or less depending on the collection specifications of the project.

The identification and prioritization of additional breaklines beyond those minimally described here represents a wide range of expectations and detail depending on specific project/customer needs and intended uses. Most customized uses of breaklines are appropriate for project specific purposes, such as hydraulic modeling, construction site design or transportation engineering. As such, additional breakline development options are offered below. Additional detailed breaklines can be developed and incorporated into the terrain data at any time.

Deliverables:

- Collection-wide point data (bare earth only) in ESRI multi-point format
- Collection-wide Terrain Data Model (bare earth) in ArcGIS TERRAIN format
- Collection-wide Digital Elevation Model (bare earth) in ArcGIS GRID format
- Collection-wide polyline files in ESRI Polyline Feature Class format
- Collection-wide Hillshade of the Bare earth DEM in ArcGIS format

Contours

The range of available algorithms can result in significant differences in cartographic output quality for the generation of topographic contours. Some methods more accurately represent the point data, but result in a more angular and less cartographically pleasing output. Other methods will smooth the data to varying degrees but produce a much higher quality cartographic output. The customer will be given options, based on demo data, for having their collection area contours created from smoothed data or not-smoothed data.

This task will result in vector (line) data and as such, tiling the data will be required because the vector files can be quite large. The output tiling scheme will correspond to the LiDAR tiles unless the customer requests a different tiling scheme in advance. Final tiled vector data will be seamless and free of edge effects. Pictometry will establish elevation attributes to each contour line and identify 10, 20, and 50 ft. index contours unless otherwise specified by the Customer.

Deliverables:

Tiled 1-foot or 2-foot* contour files in ESRI Polyline Feature Class format. (*NOTE: Contours will be created at maximum resolution supported by the collection as specified in Section A.)

Planimetrics

Updating the previous mapping from 2017. There will be no new features collected and the 2017 mapping is to the same specifications as the update mapping. Poorly digitized features will not be corrected.

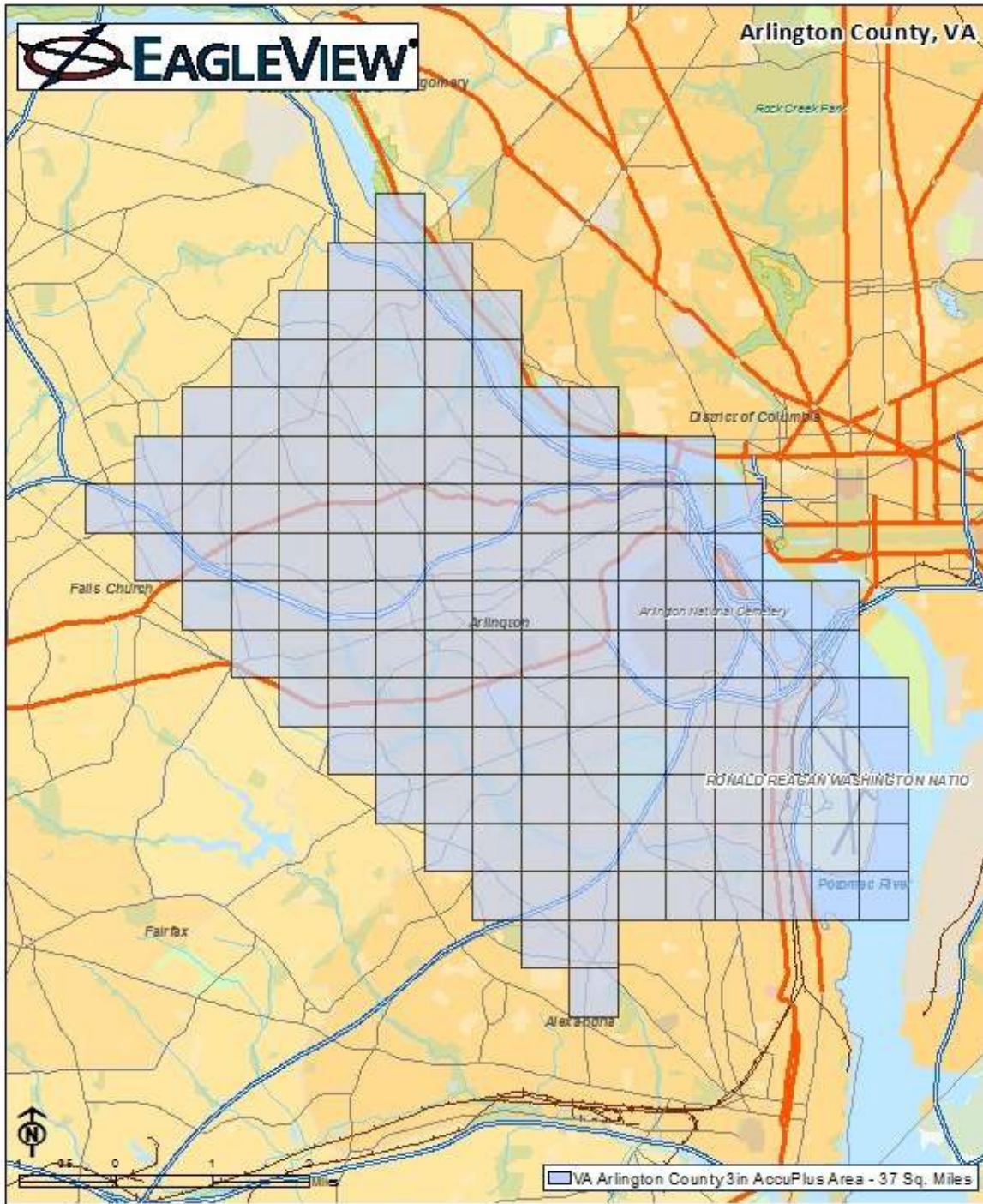
GEOREFERENCED AIRBORNE DATA

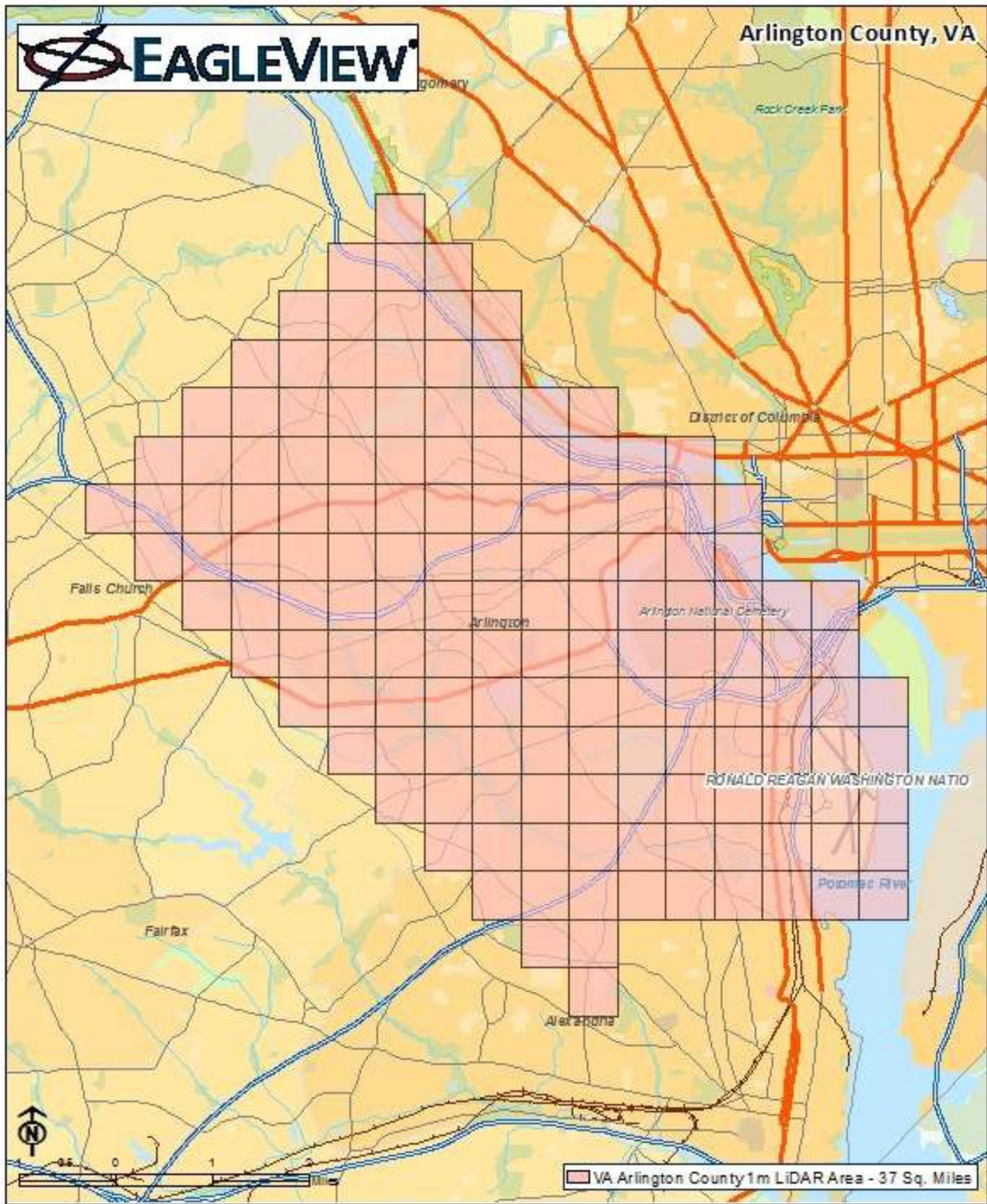
- ▶ Utilizing 3 " Stereo Imagery tested to meet the project accuracy specifications.
- ▶ Digitizing labor for the update mapping collection of 3D planimetric mapping features for at a scale of 1"=100' of Arlington County Virginia. The project area is approximately 26 square miles.
- ▶ Final Edit and Finishing for Arc Geo Database Format.

FEATURES TO BE COLLECTED ARE:

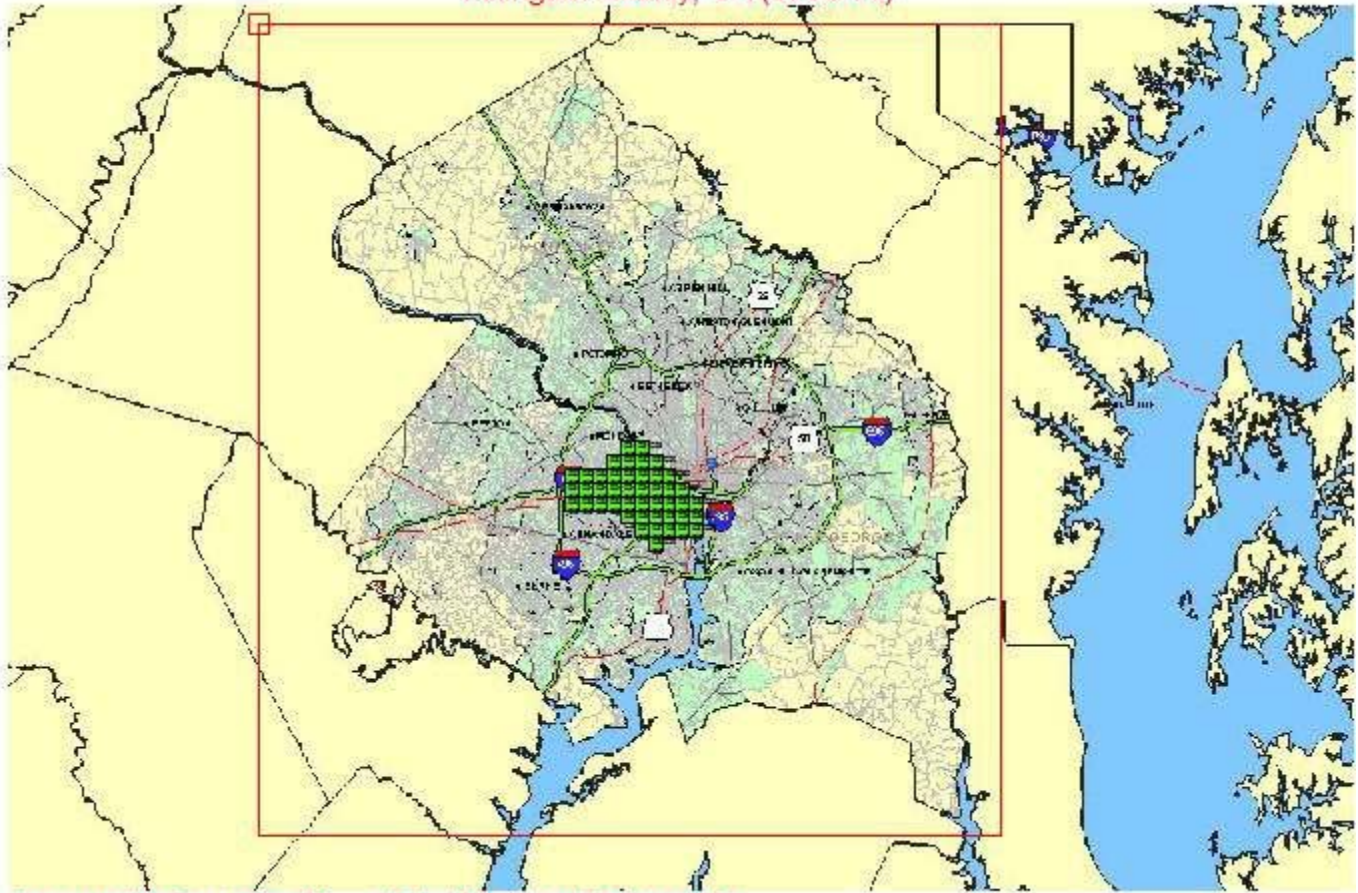
- ▶ Buildings (minimum size is 10'x10') Each height difference in a building should be captured as a separate polygon with a designated height for modeling purposes. The building height will be measured at the base of the roof for non-flat roofs. Building arcs should not overlap. All existing attributes need to be carried over on non-updated features and all new/updated features attributed properly, Building Height, Driveways, Handicap Ramps, Parking Lots, Roads, Paved Medians, Alleys (Significant Only) Sidewalks and Bridges.

MAP(S)





Arlington County, VA (VAXFAI)



Community Sectors: 45 Neighborhood Sectors: 0