

**PEND OREILLE COUNTY
NEWPORT, WASHINGTON**

RESOLUTION NO. 2024- 064

**EAGLEVIEW CONTRACT AMENDMENT & MEMORANDUM OF AGREEMENT
(AMENDING C-2015-22)**

WHEREAS, Pend Oreille County, Pend Oreille Public Utility District, Seattle City Light, and Kalispel Tribe are entering into a memorandum of agreement.

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Pend Oreille County, Washington ("the Board") has the care of county property and the management of county funds and business, and

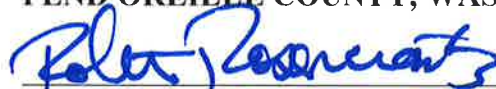
WHEREAS, the Board believes that the best interest of the public will be served by accepting said contract amendment with EagleView Technologies, Inc.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Pend Oreille County Board of Commissioners that the memorandum of agreement between Pend Oreille Public Utility District, Seattle City Light, Kalispel Tribe, and Pend Oreille County, and the contract amendment between EagleView Technologies, Inc. and Pend Oreille County, which is attached hereto and incorporated herein, be established and adopted.

BE IT FURTHER RESOLVED, by the Pend Oreille County Board of Commissioners, that the memorandum of agreement and contract amendment, is hereby approved, and the Chair of the Board, or a majority of the Board is hereby authorized to execute it on behalf of Pend Oreille County.

ADOPTED this 9 day of April, 2024.

**BOARD OF COUNTY COMMISSIONERS
PEND OREILLE COUNTY, WASHINGTON**



Robert Rosencrantz, Chair



John Gentle, Vice-Chair



Brian Smiley, Member

ATTEST:


Crystal Zieske, Clerk of the Board

AGREEMENT

THIS AGREEMENT is between Pend Oreille County, ("County"), Seattle City Light, ("City"), Pend Oreille County Public Utility District ("PUD"), and the Kalispel Tribe of Indians ("Kalispel") (individually a "PARTY" and collectively the "PARTIES").

1. **INTENT:** In 2015 Pend Oreille County signed a three (3) flight agreement with PICTOMETRY INTERNATIONAL Corp. ("Pictometry") which is hereby incorporated by reference and attached as Exhibit A ("2015 Agreement"). The COUNTY intends to amend the 2015 Agreement to update the product description, prices, and payment terms of the "THIRD PROJECT" as further described in the Amendment of the Agreement Between Pictometry International Corp. and Pend Oreille County, WA Dated August 27, 2015, which is hereby incorporated by reference and attached as Exhibit B ("2024 Amendment"). This agreement sets forth the COUNTY'S intent to allow a PARTY access to the Delivered Content and Online Services as an Authorized User and the respective PARTY's cost share of the 2024 Amendment for such access.
2. **PURPOSE:** Sharing the Delivered Content and Online Services COUNTY receives pursuant to the 2024 Amendment will allow each PARTY to visually discern changes to the landscape over time when compared to past imagery captures, to digitize information from the photography into a GIS or related system and/or use the imagery to enhance their analytical and decision making processes without duplicating another PARTY's efforts to obtain the same content while also sharing the cost savings that results from the PARTIES' efficiency.
3. **TERM:** This agreement is for the funding of the 2024 imagery capture only. The aerial imagery captures are defined in the "AGREEMENT BETWEEN PICTOMETRY INTERNATIONAL Corp. ("Pictometry") AND PEND OREILLE COUNTY, WA ("Customer")" contract document which is hereby incorporated by reference and attached as Exhibit B.
 - a. 2024 imagery capture will be referred to as the "THIRD PROJECT."

This Agreement does not bind the parties to fund or participate in any additional imagery captures. Should the parties wish to be included in a future imagery capture project, a new agreement will be executed by the PARTIES.
4. **COUNTY RESPONSIBILITIES:** The COUNTY shall provide Pictometry Credentials to access Online Services and a portable USB hard drive containing all the Delivered Content to the PARTIES and administer the agreement with Pictometry to allow a PARTY access to the products described in the 2024 Amendment.
5. **PARTY RESPONSIBILITIES:** The PARTIES acknowledge that the Delivered Content and Online Services are governed by a license agreement between COUNTY and Pictometry. They agree that they reviewed the 2015 Agreement and 2024 Amendment and determined the respective PARTY is an Authorized Subdivision and eligible to receive the

Delivered Content and Online Services pursuant to the Agreement and Amendment. The PARTIES further agree to abide by the terms of the Agreement and Amendment.

Each party shall review the Agreement and Amendment executed between Pictometry and Pend Oreille County for details regarding the terms and conditions of use of the delivered content and Online Services that will apply to each user.

6. **PAYMENT AND PAYMENT TERMS:** The Parties agree to each pay the following amounts, which includes applicable sales tax, to support their use of the Delivered Content and Online Services contemplated by the 2024 Amendment only:

- a. Seattle City Light will contribute \$31,784.40;
- b. Pend Oreille County will contribute \$27,613.60;
- c. The Pend Oreille County PUD will contribute \$4,000.00; and
- d. The Kalispel Tribe of Indians will contribute \$4,000.00.

Payment by all the above listed parties shall be made to PEND OREILLE COUNTY in the amount provided above within thirty (30) days of receipt of the product from Pend Oreille County.

7. **TERMINATION:** This Agreement shall terminate automatically upon Pictometry's termination of the County's perpetual license to use the Delivered Content or access to Pictometry's Online Services. The County shall provide notice to the other Parties within five (5) days of the termination. Upon receipt of the termination notice, all Parties agree to 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.

8. **NOTICE:** All notices or other communications given hereunder shall be in writing and shall be deemed to have duly given if delivered personally, or sent by certified mail, return receipt requested, to the addresses as follows:

PEND OREILLE COUNTY
P.O. Box 5095
Newport, WA 99156

SEATTLE CITY LIGHT
700 5th Ave, Suite 3316
Seattle, WA 98104

KALISPEL TRIBE OF INDIANS
P.O. Box 39
Usk, WA 99180

PEND OREILLE PUD
PO Box 190/130 N Washington
Newport, WA 99156

PICTOMETRY NOTICE ADDRESS
100 Town Centre Drive, Ste A
Rochester, NY 14623

9. **PROGRAM AND ADMINISTRATION:** No new or separate legal or administrative entity is created to administer the provisions of this agreement or any addendum. The Parties shall jointly administer this agreement through the Parties' authorized representative, or their designee. The Parties authorized representatives are:

County

Name: **Josh Shelton**

Title: **GIS Manager**

Contact Information: (509) 447-6481 | jshelton@pendoreille.org

City

Name: **Kathryn Mork**

Title: **GIS Analyst/License Compliance Analyst**

Contact Information: (206) 684-3526 | kathryn.mork@seattle.gov

PUD

Name: **Bob Pebles**

Title: **IT Manager/CIP Senior Manager**

Contact Information: (509) 447-6372 | bpebles@popud.org

Kalispel

Name: **Jim Lemieux**

Title: **GIS Administrator**

Contact Information: (509) 447-7457 | jlemieux@kalispeltribe.com

10. **GOVERNING LAW; VENUE:** This agreement is governed by the laws of the State of Washington. The venue of any action arising out of this agreement is the Superior Court of the State of Washington, in and for Pend Oreille County.
11. **CONFIDENTIAL AND PROPRIETARY INFORMATION:** A PARTY bound by the Public Records Act, Chapter 45.26 RCW shall process requests for public information as follows: In the event one PARTY receives a public records request for records clearly belonging to the other PARTY or Pictometry, within five days of receiving such a request and prior to providing any materials to the requestor, the PARTY receiving the request shall notify the other PARTIES and/or Pictometry of such request for records. Each PARTY shall make attempts to provide the other PARTY or Pictometry with adequate time to seek a protective order under applicable law. In the event a PARTY or Pictometry does not seek a protective order within fourteen days of receiving a request, any records requested, except those records that are exempt from disclosure based upon some other provision of law, may be released by a PARTY.
12. **DATA LIMITATIONS:** The COUNTY makes no warranty, expressed or implied, concerning Pictometry's products, content, accuracy, currency or completeness, or concerning the results obtained from queries or use of the data. All Pictometry 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 Pictometry products.

13. **NO COUNTY LIABILITY:** The COUNTY, its elected or appointed officers, employees or agents shall not be liable to a PARTY for damages of any kind, including lost profits, lost savings or any other incidental or consequential damages relating to the providing data or the use of it. The PARTIES 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. The PARTIES' only remedies arise out of COUNTY'S failure to pass through access to the Delivered Content or Online Services, and a PARTY's recovery arising out of said occurrence is limited to the amounts of the PARTY's contribution to COUNTY as specified in this agreement. COUNTY is supplying information from Pictometry in good faith and the PARTIES agree to 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.
14. **INDEMNIFICATION BY PARTY:** Each PARTY agrees to defend, indemnify and hold harmless COUNTY, its elected or appointed officers, employees or agents from any and all claims, judgments, settlements, attorney's fees or any costs by reason of any and all claims and demands made against COUNTY, its elected or appointed officials, or employees, for all damages or loss sustained by any person or persons including third parties, unless such loss or damage is due to the sole gross negligence of COUNTY, its elected or appointed officers, employees or agents. It is further provided that no liability shall attach to the COUNTY by reason of entering into this contract, except as expressly provided herein.
15. **ALL WRITINGS CONTAINED HEREIN:** This agreement contains all the terms and conditions agreed upon by the PARTIES. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the PARTIES hereto.
16. **AUTHORITY:** Each signatory to this agreement represents that he or she has full and sufficient authority to execute this agreement and that upon execution of this agreement it shall constitute a binding obligation of each PARTY.
17. **ASSIGNMENT:** No PARTY may assign this agreement without the prior written consent of the PARTIES.
18. **EXECUTION IN COUNTERPARTS:** This agreement may be executed in counterparts, each of which will constitute an original and all of which shall constitute one and the same agreement.
19. **WAIVER NOT CONTINUOUS:** If a PARTY waives a breach of this agreement for a particular transaction or occurrence, the waiver shall not continue nor is it implied for a similar breach in a subsequent similar transaction or occurrence.
20. **SEVERABILITY:** If any term or condition of this agreement or application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications that can be given effect without the invalid term, condition, or application.

21. **FILING:** Each PARTY shall make this this agreement available for public access by filing it with the County Auditor or listing the agreement on the PARTY's website.
22. **RCW 36.34.030 REQUIRED CLAUSES:** Purpose; paragraph 1. Duration; paragraph 3, Organization/No Separate Entity; Paragraph 9, Financing; paragraph 6, Termination; paragraph 7, Administrators/representatives; paragraph 9; Property upon Termination; paragraph 7; Filing Agreement, paragraph 21.

IN WITNESS WHEREOF, we the undersigned have executed this Agreement as of the date indicated.

SEATTLE CITY LIGHT:

By: _____ Date: _____

PEND OREILLE COUNTY PUBLIC UTILITY DISTRICT:

By: _____ Date: _____

KALISPEL TRIBE OF INDIANS:

By: _____ Date: _____

PEND OREILLE COUNTY:

By:  Date: 07/09/27

21. **FILING:** Each PARTY shall make this this agreement available for public access by filing it with the County Auditor or listing the agreement on the PARTY's website.
22. **RCW 36.34.030 REQUIRED CLAUSES:** Purpose; paragraph 1. Duration; paragraph 3, Organization/No Separate Entity; Paragraph 9, Financing; paragraph 6, Termination; paragraph 7, Administrators/representatives; paragraph 9; Property upon Termination; paragraph 7; Filing Agreement, paragraph 21.

IN WITNESS WHEREOF, we the undersigned have executed this Agreement as of the date indicated.

SEATTLE CITY LIGHT:

By:  Date: 3/26/2024

PEND OREILLE COUNTY PUBLIC UTILITY DISTRICT:

By: _____ Date: _____

KALISPEL TRIBE OF INDIANS:

By: _____ Date: _____

PEND OREILLE COUNTY:

By: _____ Date: _____

21. **FILING:** Each PARTY shall make this this agreement available for public access by filing it with the County Auditor or listing the agreement on the PARTY's website.
22. **RCW 36.34.030 REQUIRED CLAUSES:** Purpose; paragraph 1. Duration; paragraph 3, Organization/No Separate Entity; Paragraph 9, Financing; paragraph 6, Termination; paragraph 7, Administrators/representatives; paragraph 9; Property upon Termination; paragraph 7; Filing Agreement, paragraph 21.

IN WITNESS WHEREOF, we the undersigned have executed this Agreement as of the date indicated.

SEATTLE CITY LIGHT:

By: _____ Date: _____

PEND OREILLE COUNTY PUBLIC UTILITY DISTRICT:

By: DocuSigned by:
Bob Pelles E9EFB16298314D2 _____ Date: 3/26/2024 _____

KALISPEL TRIBE OF INDIANS:

By: _____ Date: _____

PEND OREILLE COUNTY:

By: _____ Date: _____

21. **FILING**: Each PARTY shall make this this agreement available for public access by filing it with the County Auditor or listing the agreement on the PARTY's website.
22. **RCW 36.34.030 REQUIRED CLAUSES**: Purpose; paragraph 1. Duration; paragraph 3, Organization/No Separate Entity; Paragraph 9, Financing; paragraph 6, Termination; paragraph 7, Administrators/representatives; paragraph 9; Property upon Termination; paragraph 7; Filing Agreement, paragraph 21.

IN WITNESS WHEREOF, we the undersigned have executed this Agreement as of the date indicated.

SEATTLE CITY LIGHT:

By: _____ Date: _____

PEND OREILLE COUNTY PUBLIC UTILITY DISTRICT:

By: _____ Date: _____

KALISPEL TRIBE OF INDIANS:

By:  _____ Date: 3/26/2024

PEND OREILLE COUNTY:

By: _____ Date: _____

**AMENDMENT OF THE AGREEMENT BETWEEN
PICTOMETRY INTERNATIONAL CORP. AND PEND OREILLE COUNTY, WA
DATED AUGUST 27, 2015**



This Amendment is by and between **Pictometry International Corp.** and its affiliates, also dba EagleView, ("EagleView") and Pend Oreille County, WA ("Customer") and amends the parties' Agreement dated August 27, 2015 as (if applicable), previously modified by addenda or amendments thereto (the "Agreement") for the purchase of the Content and Services set forth in Section A: Product Description, Prices and Payment Terms below. Any purchase order or similar document issued by Customer in connection with this Amendment is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on such purchase order shall be of no force or effect as between the parties. To the extent that there is any inconsistency between the terms set forth in this Amendment and those set forth in the Agreement, the terms set forth in this Amendment shall prevail.

As of the Effective Date of this Amendment:

- a. The parties agree to amend the term of the agreement ("Term") as follows: "**Term.** The term of the Agreement will commence on the Effective Date and will terminate after three (3) years. Unless either Party gives notice of its intent not to renew the Product(s) and/or Service(s) and/or Content at least one hundred and twenty (120) days prior to the end of Term, the Agreement and access to the Services will automatically renew."
- b. The parties mutually agree to terminate their obligations with respect to the Third Project set forth in the Agreement without any liability of either party to the other with respect to such termination. Each party fully and forever releases the other of and from any and all claims and causes of action, demands, duties, obligations, agreements, promises, liabilities, damages, costs and/or fees, whether known or unknown, suspected or unsuspected, arising out of or relating to the Third Project set forth in the Agreement.
- c. The term "Products and/or Services" means EagleView's proprietary products and/or services and/or content identified in an Order Form and developed and owned by EagleView, its Affiliates (its directors, officers, employees, agents, representatives, advisors, and persons or entities which are controlled by or are under common control with EagleView) and/or their licensors.
- d. The term "Activation" means the point in time where Customer has access to an Account and the Products and/or Services are available to Customer.
- e. The parties agree to amend Section C – Non Standard Terms and Conditions. Subsection 3. Non-Appropriation of Funds of the Agreement as outlined in Section A of this Amendment.
- f. The parties agree that Section A of the Agreement is replaced by Section A of this Amendment.
- g. The AOI attached to this Amendment pertaining to the AOI described in Section A of this Amendment shall replace the AOI in the Agreement for future deliveries of imagery.
- h. All other terms and conditions set forth in the Agreement shall remain in full force and effect.

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

PARTIES:

CUSTOMER	EAGLEVIEW
PEND OREILLE COUNTY, WA	PICTOMETRY INTERNATIONAL CORP. DBA EAGLEVIEW
	a Delaware corporation
SIGNATURE: 	SIGNATURE: 
NAME: Robert Rosencrantz	NAME: Robert Locke
TITLE: County Commissioner, Chair	TITLE: President
EXECUTION DATE: 4/9/2024	EXECUTION DATE: 4/9/2024

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

EFFECTIVE DATE (MONTH/DAY/YEAR): _____

TERM (DURATION): Three years

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

ORDER #
LC-10006326

BILL TO
Pend Oreille County, WA
Josh Shelton
101 South Garden Avenue
Newport, Washington 99156
(509) 447-6481
jshelton@pendoreille.org

SHIP TO
Pend Oreille County, WA
Josh Shelton
101 South Garden Avenue
Newport, Washington 99156
(509) 447-6481
jshelton@pendoreille.org

CUSTOMER ID	SALES REP	REFRESH FREQUENCY
A1212585	Dustin Walters	Triennial

QTY	PRODUCT NAME	PRODUCT DESCRIPTION
80	EagleView Cloud - Imagery GSD: 3in Refresh Frequency: 3-Year Refresh Start Year: 2024	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Services term commences on date of activation.
473	EagleView Cloud - Imagery GSD: 6in Refresh Frequency: 3-Year Refresh Start Year: 2024	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Services term commences on date of activation.
1	EagleView Cloud - Physical Delivery - Ortho	Provides an offline copy of the orthomosaic tiles and mosaics at the GSD specified in the EagleView Cloud - Imagery product once per refresh. Files to be provided in industry standard formats selectable by the customer with delivery made physically via hard drive media.
1	EagleView Cloud - Physical Delivery - Ortho and Oblique Image Frames	Provides an offline copy of the individual ortho and oblique image frames in Pictometry Warehouse format at the GSD specified in imagery refresh. Delivery includes one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of one years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.
1	EagleView Cloud - Software	Provides an unlimited number of authorized users the ability to login and access the EagleView Cloud software and analytics via the web-based EagleView Cloud platform. This software provides a robust compliment of tools for engaging with imagery as well as additional project and collaboration tools, and access to mobile application. Requires the purchase of an EagleView - Imagery entitlement.
1	EagleView Cloud - Comprehensive Integration Bundle	Provides activation of integrations between the EagleView Cloud platform and compatible customer environments (including compatible CAMA providers, 911/PSAP, Cityworks, and ESRI/GIS) and via the Integrated Web Application.
1	EagleView Cloud - Authorized Subdivisions	Extends the ability for a contracting county or non-state consortium of counties the ability to authorize access to their EagleView Cloud organization to any political unit or subdivision located totally or substantially within their boundary.
1	EagleView Cloud - Early Access	Provides entitlement to imagery from counties neighboring the imagery AOI as part of EagleView Cloud. Also provides entitlement to Early Access to refreshed imagery captures which allows authorized users to use new imagery immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available incrementally as it is processed, and it will remain available until final, fully processed imagery is made available through other means.

1	EagleView Cloud - Disaster Response Program	Includes eligibility for the Disaster Response Program.
9	EagleView Cloud - Years Capture History	Includes access to historical ortho and oblique frame imagery from the EagleView archive. Quantity represents the number of calendar years of archive imagery available in EagleView Cloud.

FEES

Due at Initial Activation of Services	\$22,466.00
Due at First Anniversary of Initial Activation of Services	\$22,466.00
Due at Second Anniversary of Initial Activation of Services	\$22,466.00

PAYMENT TERMS

1. Fees. Customer shall pay the Fees within thirty (30) days of receipt of invoice. EagleView shall have the right to assess a late payment charge on any overdue amounts equal to the higher of: (i) one and one-half percent (1.5%) per month; or (ii) the rate allowed by applicable law. Additional payment terms may be set forth in the Order Form. All Fees paid pursuant to this Agreement and any applicable Order Form are non-refundable and all Product(s) and/or Service(s) ordered pursuant to an Order Form are non-cancelable, unless expressly stated to the contrary. In the event that EagleView seeks legal recourse for the collection of any unpaid Fees from Customer, Customer shall be responsible for all of EagleView's costs of such collection action if EagleView is the prevailing party. If any Fees are overdue by more than thirty (30) days, EagleView may, without limiting its other rights and remedies, suspend the Product(s) and/or Service(s) until such amounts are paid in full, provided that, EagleView will give Customer at least ten (10) days' prior notice that its account is overdue.
2. Pricing Changes. EagleView shall have the option to adjust the pricing for any Products and/or Services upon any renewal or extension of an Order Form by providing one hundred and eighty (180) days' notice of such pricing change to Customer prior to the date for such renewal or extension.
3. Taxes. The Fees do not include any levies, duties excise, sales, use, value added or other taxes, tariffs, or duties that may apply to the Product(s) and/or Service(s) ("Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If EagleView has the legal obligation to collect Taxes from Customer, Customer will pay that amount to EagleView unless Customer provides EagleView with a valid tax exemption certificate authorized by the applicable taxing authority prior to billing. For clarity, EagleView is solely responsible for taxes assessable against it based on its income, property, and employees.

PRODUCT PARAMETERS

Disaster Response Program ("DRP")

Agreement includes eligibility for the DRP described below so long as the customer remains under an active services agreement and in good standing with EagleView. Imagery captured through DRP will be captured "as-is".

A. Disaster Coverage Imagery at No Additional Charge – EagleView 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 EagleView) upon the occurrence of any of the following events during any period Customer is eligible for DRP:

- Hurricane: areas affected by hurricanes of Category 2 and higher.
- Tornado: areas affected by tornadoes rated EF4 and higher.
- Terrorist: areas affected by damage from terrorist attack.
- Earthquake: areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
- Tsunami: areas affected by damage to critical infrastructure resulting from tsunamis.

B. Discounted Rate – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to EagleView resource availability, offered to Customer at the then-current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale, flooding meeting or exceeding the major flood stage, wildfires impacting population centers, or other disasters as agreed to between the customer and EagleView, will be, subject to EagleView resource availability, offered to Customer at the then current DRP rates.

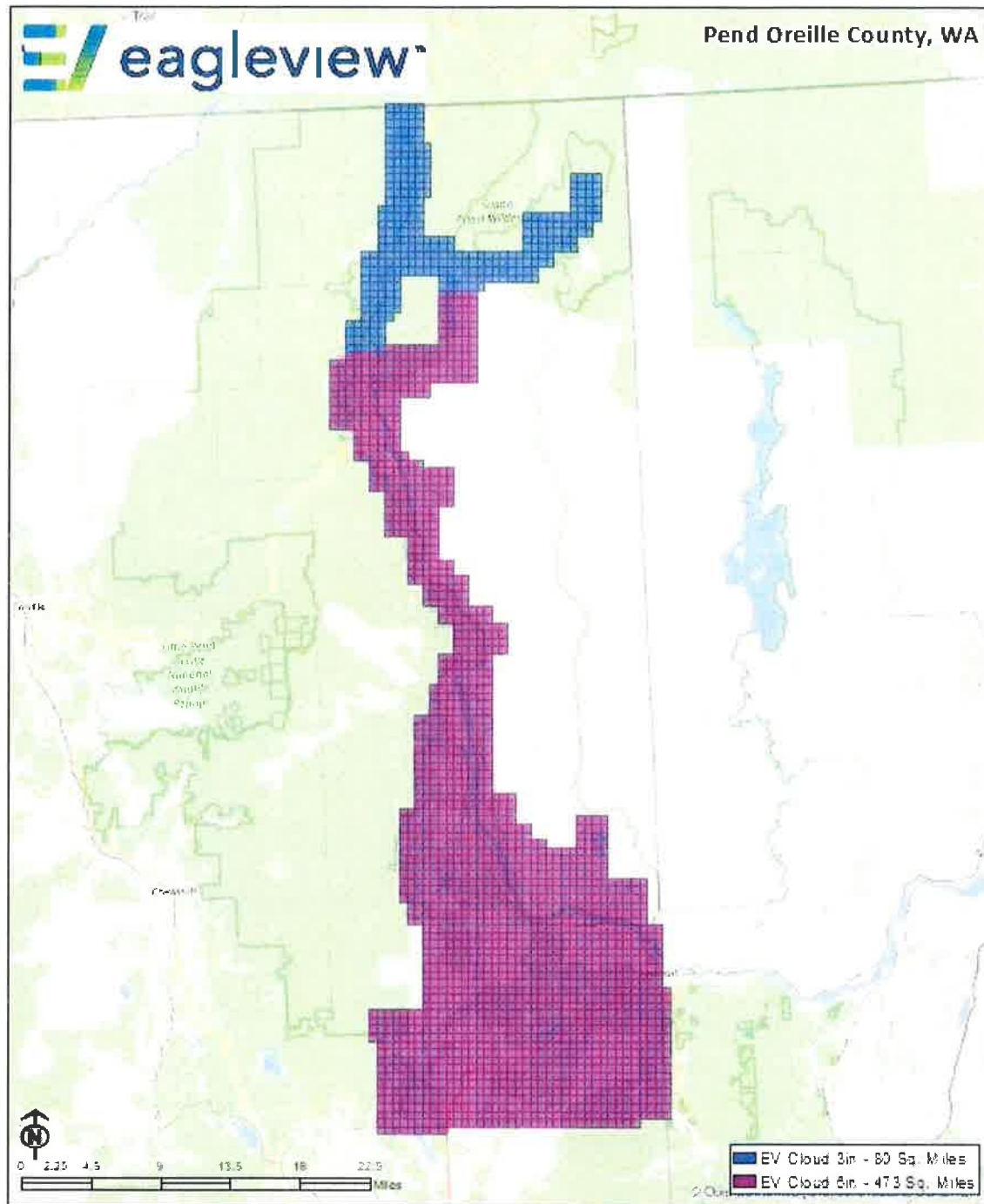
Section C – Non-Standard Terms and Conditions, Subsection 3 of the Agreement shall be deleted and replaced by this new language: Non-appropriation of Funds: Notwithstanding anything herein to the contrary, in the event that the funds due for deliverables under the terms and conditions of this Agreement are not lawfully appropriated, the following provisions shall apply:

a. If funds are not appropriated for these Products and/or Services for any twelve-month period during the Term, Customer shall provide EagleView with written documentation of non-appropriation of funds from its funding source one hundred and eighty (180) days prior to the anniversary date of the Effective Date during the Term of this Amendment.

b. This Agreement shall remain in full force and effect, however Customer shall not have access to refreshed imagery until such time as funds for a subsequent year during the Term of the Agreement have been appropriated and all other sums due under the terms and conditions of this Agreement have been paid by Customer. In the event that the postponement exceeds eighteen months, EagleView reserves the right to terminate any and all obligations with respect to the postponement and all subsequent deliverables included in this Agreement; and

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

AOI(S)



C. 2015-22

**AGREEMENT BETWEEN
PICTOMETRY INTERNATIONAL CORP. ("Pictometry") AND
PEND OREILLE COUNTY, WA ("Customer")**

1. 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
- Online Services General Terms and Conditions
- Software License Agreement

Section C: Non-Standard Terms and Conditions

(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.

2. 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.
3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
101 S Garden Ave	100 Town Centre Drive, Suite A
Newport, Washington 99156	Rochester, NY 14623
Attn: Josh Shelton, GIS Analyst	Attn: Contract Administration
Phone: (509) 447-6481 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.

4. 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.
5. 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.
6. 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.
7. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.
8. 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 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.
9. 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.

10. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

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

PARTIES:

CUSTOMER	PICTOMETRY
PEND OREILLE COUNTY, WA	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware corporation
SIGNATURE: <i>Frank Kiss</i>	SIGNATURE: <i>[Signature]</i>
NAME: <i>Stephen Kiss</i>	NAME: <i>Linda Salzman</i>
TITLE: <i>County Commissioner CMT</i>	TITLE: <i>SR VP of Finance</i>
DATE: <i>Aug 23, 2015</i>	EXECUTION DATE: <i>8/27/2015</i>
	DATE OF RECEIPT (EFFECTIVE DATE) <i>8/27/2015</i>

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.
100 Town Centre Drive, Suite A
Rochester, NY 14623

ORDER #

C147117

BILL TO
Pend Oreille County, WA
Josh Shelton
GIS Analyst
101 S Garden Ave
Newport, Washington 99156
(509) 447-6481
jshelton@pendoreille.org

SHIP TO

Pend Oreille County, WA
Josh Shelton
GIS Analyst
101 S Garden Ave
Newport, Washington 99156
(509) 447-6481
jshelton@pendoreille.org

CUSTOMER ID	SALES REP	FREQUENCY OF PROJECT
A118216	peant	Biennial

FIRST PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT ¹
426	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.	\$75.00	\$63.75 (15%)	\$27,157.50
59	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 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.	\$450.00	\$382.50 (15%)	\$22,567.50
1	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 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. License Term: 2 Years	\$4,000.00	\$2,000.00 (50%)	\$2,000.00
426	Mosaic - Area Wide (9in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$0.50		\$213.00
59	Mosaic - Area Wide (4in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 4-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$2.00		\$118.00
426	Mosaic - Area Wide (9in GSD; ECW format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of ECW area-wide mosaics of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$0.50	\$0.00 (100%)	\$0.00
59	Mosaic - Area Wide (4in GSD; ECW format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of ECW area-wide mosaics of 4-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$2.00	\$0.00 (100%)	\$0.00
1	EAP PROGRAM	Refer to detailed description of EAP Program in attached Agreement.	\$0.00		\$0.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	\$0.00		\$0.00
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.	\$199.00	\$0.00 (100%)	\$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	\$0.00		\$0.00

		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.			
59	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.	\$20.00	\$0.00 (100%)	\$0.00
426	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.	\$10.00	\$0.00 (100%)	\$0.00
SUBTOTAL - FIRST PROJECT					\$52,056.00

SECOND PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT ¹
426	IMAGERY - COMMUNITY - 4-way (CS) (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.	\$75.00	\$67.50 (10%)	\$28,755.00
59	IMAGERY - NEIGHBORHOOD - 4-way (NS) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 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.	\$450.00	\$405.00 (10%)	\$23,895.00
1	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 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. License Term: 2 Year(s)	\$4,000.00		\$4,000.00
426	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.	\$10.00	\$5.00 (50%)	\$2,130.00
59	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.	\$20.00	\$10.00 (50%)	\$590.00
426	Mosaic - Area Wide (9in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$0.50		\$213.00
59	Mosaic - Area Wide (4in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 4-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$2.00		\$118.00
1	EAP PROGRAM	Refer to detailed description of EAP Program in attached Agreement.	\$0.00		\$0.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	\$0.00		\$0.00
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.	\$199.00	\$0.00 (100%)	\$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
SUBTOTAL - SECOND PROJECT					\$59,701.00

THIRD PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT ¹
426	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.	\$75.00	\$71.25 (5%)	\$30,352.50
59	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 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.	\$450.00	\$427.50 (5%)	\$25,222.50
426	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.	\$10.00		\$4,260.00
1	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 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. License Term: 2 Year(s)	\$4,000.00		\$4,000.00
59	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.	\$20.00		\$1,180.00
426	Mosaic - Area Wide (9in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$0.50		\$213.00
59	Mosaic - Area Wide (4in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 4-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$2.00		\$118.00
1	EAP PROGRAM	Refer to detailed description of EAP Program in attached Agreement.	\$0.00		\$0.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	\$0.00		\$0.00
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.	\$199.00	\$0.00 (100%)	\$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
SUBTOTAL - THIRD PROJECT					\$65,346.00

Thank you for choosing Pictometry as your service provider.

TOTAL

\$177,103.00

¹Amount per product = ((1-Discount %) * 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 amount due under this Agreement including, but not limited to, attorneys' fees and court costs.

FIRST PROJECT

Due at Signing	\$6,298.37
Due at Initial Shipment of Imagery	\$18,895.13
Due at First Anniversary of Shipment of Imagery	\$24,862.50
Due at Activation	\$2,000.00

Total Payments	\$52,056.00
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SECOND PROJECT

Due at Initial Shipment of Imagery	\$28,016.00
Due at First Anniversary of Shipment of Imagery	\$27,685.00
Due at Activation	\$4,000.00

Total Payments	\$59,701.00
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THIRD PROJECT

Due at Initial Shipment of Imagery	\$30,838.50
Due at First Anniversary of Shipment of Imagery	\$30,507.50
Due at Activation	\$4,000.00

Total Payments	\$65,346.00
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PRODUCT PARAMETERS**IMAGERY – FIRST PROJECT**

Product: IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector
Elevation Source: Pictometry on File
Leaf: On
Special Instructions:

Product: IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector
Elevation Source: Pictometry on File
Leaf: On
Special Instructions:

IMAGERY – SECOND PROJECT

Product: IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector
Elevation Source: Pictometry on File
Leaf: On
Special Instructions:

Product: IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector
Elevation Source: Pictometry on File
Leaf: On
Special Instructions:

IMAGERY – THIRD PROJECT

Product: IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector
Elevation Source: Pictometry on File
Leaf: On
Special Instructions:

Product: IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector
Elevation Source: Pictometry on File
Leaf: On
Special Instructions:

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 – FIRST PROJECT

Product: Pictometry Connect - CA - 50
Admin User: Josh Shelton
Admin User Email: jshelton@pendoreille.org
Requested Activation: Upon Authorization
Special Instructions:

CONNECT – SECOND PROJECT

Product: Pictometry Connect - CA - 50
Admin User: Josh Shelton
Admin User Email: jshelton@pendoreille.org
Requested Activation: Upon Authorization
Special Instructions:

CONNECT – THIRD PROJECT

Product: Pictometry Connect - CA - 50
Admin User: Josh Shelton
Admin User Email: jshelton@pendoreille.org
Requested Activation: Upon Authorization
Special Instructions:

CONNECT: GEOFENCES – FIRST PROJECT

Geofence: WA Pend Oreille

CONNECT: GEOFENCES – SECOND PROJECT

Geofence: WA Pend Oreille

CONNECT: GEOFENCES – THIRD PROJECT

Geofence: WA Pend Oreille

Economic Alliance Partnership (EAP)

Customer is eligible for the EAP program described below for a period of two years from the Effective Date. Following payment to Pictometry of amounts due with respect to each subsequent capture, Customer will be eligible for the then-current EAP program for a period of two years from delivery of such subsequent capture.

- A. Disaster Coverage Imagery at No Additional Charge** – Pictometry will, upon request of Customer and at no additional charge, provide updated 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 the EAP program:
- **Hurricane:** areas affected by hurricanes of Category II and higher. (Coverage for hurricanes below Category II and for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
 - **Tornado:** areas affected by tornados rated EF4 and higher. (Coverage for tornados below EF4 and for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
 - **Terrorist:** areas affected by damage from terrorist attack. (Coverage for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
 - **Earthquake:** areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale. (Coverage for earthquakes rated below 6.0 on the Richter scale and for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
 - **Tsunami:** areas affected by damage to critical infrastructure resulting from tsunamis. (Coverage for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
- B. Software – Use of Pictometry Change Analysis™** – Pictometry's EAP program includes the use of Change Analysis software for a term of ninety days from the date of delivery of the EAP imagery. The Change Analysis software simultaneously compares pre and post disaster images to aid recovery and restoration efforts.

SECTION B

LICENSE TERMS

PICTOMETRY DELIVERED CONTENT TERMS AND CONDITIONS OF USE

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

1. DEFINITIONS

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

2. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

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

3. OBLIGATIONS OF CUSTOMER

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

4. LICENSE DURATION; EFFECT OF TERMINATION

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

5. TRADEMARKS; CONFIDENTIALITY

- 5.1 **Use of Pictometry's Marks.** You agree not to attach any additional trademarks, trade names, logos or designations to any Delivered Content or to any

copies 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.
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[END OF DELIVERED CONTENT TERMS AND CONDITIONS]

SECTION B

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- in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.
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SECTION B

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[END OF SOFTWARE LICENSE AGREEMENT]

SECTION C

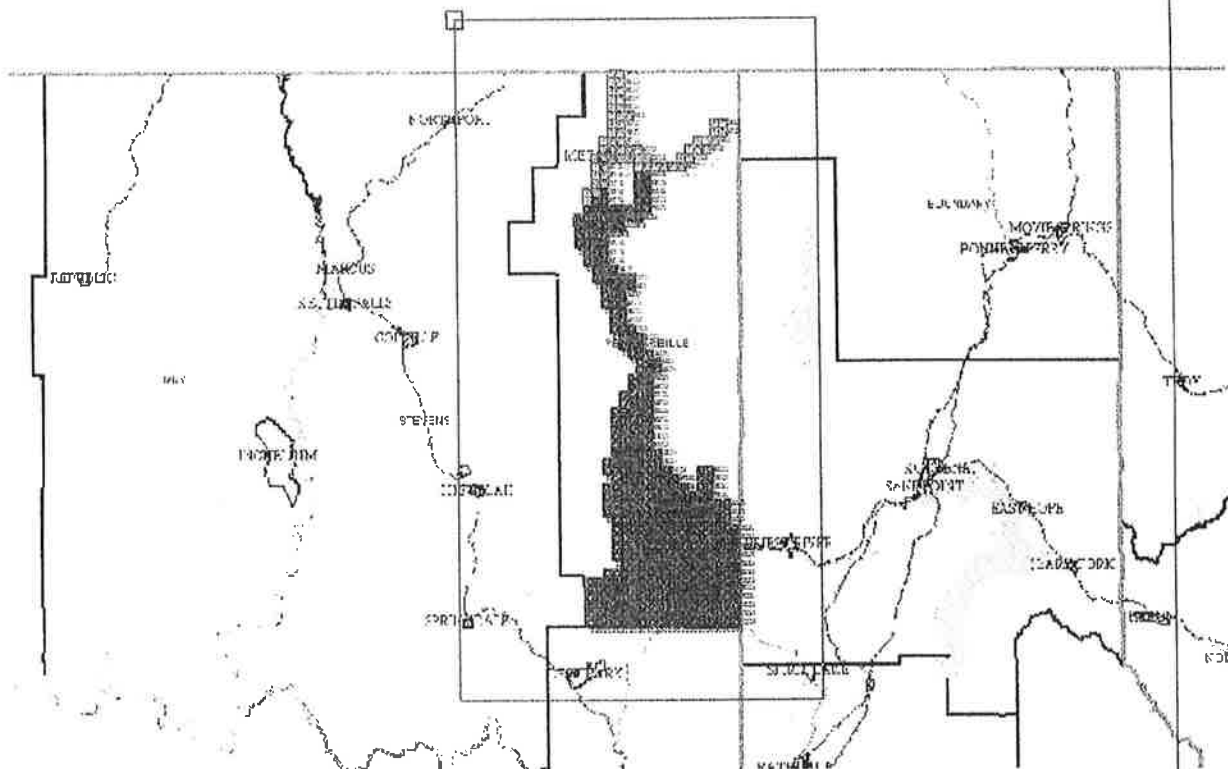
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1. Online Services Eligible Users: Notwithstanding anything in the Online Services General Terms and Conditions incorporated in this Agreement to the contrary, the terms 'Eligible User' and 'Eligible Users' as defined in those Online Services General Terms and Conditions shall, for the purposes of this Agreement, also include each 'Authorized User' as that term is defined in the Delivered Content Terms and Conditions of Use incorporated in this Agreement.
2. Authorized Subdivisions under this Agreement include the following:
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FEMA - in the event of a declared emergency
U.S. Forest Service - in the event of a declared emergency
Seattle City Light
Pend Oreille Public Utility District (PUD)
3. Notwithstanding anything herein to the contrary, in the event that the funds due for subsequent projects and related deliverables under the terms and conditions of this Agreement are not lawfully appropriated, the following provisions shall apply:
 - a. Customer shall provide Pictometry with written documentation of non-appropriation of funds from its funding source prior to commencement of a subsequent project;
 - b. This Agreement shall remain in full force and effect, however commencement of the subsequent project shall be deemed postponed until such time as funds for the subsequent project have been appropriated and all other sums due under the terms and conditions of this Agreement have been paid by Customer. In the event that the postponement exceeds eighteen months, Pictometry reserves the right to terminate any and all obligations with respect to the postponed project and all subsequent projects included in this Agreement; and
 - c. If Customer, or any party authorized under the terms and conditions of this Agreement to use the licensed products set forth in Section A, is in possession of licensed products for which 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.
4. Notwithstanding any other terms of this an Agreement, if sufficient funds are not appropriated or allocated for payment for subsequent Projects under this Agreement, the County may terminate its obligations with respect to the Second or Third Project. No penalty or expense shall accrue to the County in the event this provision applies; provided however that Pictometry has been fully compensated with respect to products in the County's possession.

[END OF NON-STANDARD TERMS AND CONDITIONS]

SECTOR MAP

Pend Oreille, WA (WAPEND)



Community Sectors: 426 Neighborhood Sectors: 59