



# COUNTY COMMISSION

BALDWIN COUNTY  
312 Courthouse Square, Suite 12  
BAY MINETTE, ALABAMA 36507  
(251) 937-0264  
Fax (251) 580-2500  
www.baldwincountyal.gov

MEMBERS  
DISTRICT 1. JAMES E. BALL  
2. JOE DAVIS, III  
3. BILLIE JO UNDERWOOD  
4. CHARLES F. GRUBER

December 3, 2019

Pictometry International Corp.  
25 Methodist Hill Drive  
Rochester, NY 14623  
ATTN: Kevin Lamonds

**REFERENCE:** 2020 Digital Orthophoto Acquisition for the Baldwin County Commission

Dear Mr. Lamonds:

The Baldwin County Commission during their regularly held meeting on December 3, 2019, approved and authorized the Chairman to execute the Contract with your firm for the 2020 Digital Orthophoto Acquisition in the amount of **\$626,619.50**.

Enclosed is your copy of the signed Contract for your files. This letter is your **Notice to Proceed**.

Please contact Walt Lindsey with the Baldwin County Revenue Commission Department, at (251) 580-1680 to coordinate this project.

If you have any questions, please contact the Purchasing Director, Wanda Gautney at (251) 580-2520.

Sincerely,

BILLIE JO UNDERWOOD, Chairman  
Baldwin County Commission

BJU:wg Item #BE3

Attachment

cc: Wanda Gautney, Purchasing Director  
Teddy Faust, Revenue Commission  
Kenny McIlwain, GIS Manager

**AGREEMENT BETWEEN  
 PICTOMETRY INTERNATIONAL CORP. (“PICTOMETRY”) AND  
 BALDWIN COUNTY, AL (“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
- Web Visualization Offering Terms and Conditions
- Software License Agreement

Section C: Non-Standard Terms and Conditions

Appendix 1: Photogrammetric Product Specifications

Sector Maps (3)

(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; Photogrammetric Product Specifications; 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:

<b>CUSTOMER NOTICE ADDRESS</b>	<b>PICTOMETRY NOTICE ADDRESS</b>
312 Courthouse Square Suite 13	25 Methodist Hill Drive
Bay Minette, AL 36507	Rochester, NY 14623
Attn: Kenny McIlwain, Chief Mapper/GIS	Attn: General Counsel
Phone: 251-580-2535 Fax: (251) 580-1694	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

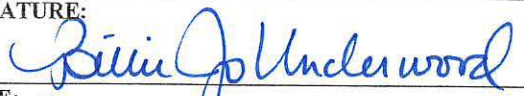
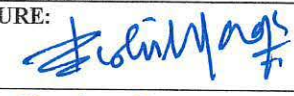


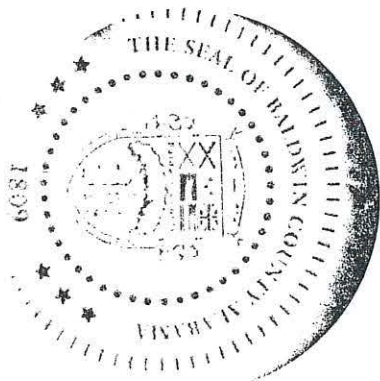
unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.

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:**

<b>CUSTOMER</b>	<b>PICTOMETRY</b>
BALDWIN COUNTY, AL	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware corporation
SIGNATURE: 	SIGNATURE: 
NAME: Billie Jo Underwood	NAME: Rishi Daga
TITLE: Chairman	TITLE: CEO
DATE: 12/31/19	EXECUTION DATE: 12/6/19
	DATE OF RECEIPT (EFFECTIVE DATE): 12/6/19



**SECTION A**

**PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS**

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

<b>ORDER #</b>
C10893653

<b>BILL TO</b>
Baldwin County, AL
Teddy Faust, Jr, Revenue Commissioner
1705 U.S. Hwy 31 S.
Bay Minette, AL 36507
(251) 937-0245
tfaust@baldwincountyal.gov

<b>SHIP TO</b>
Baldwin County, AL
Kenny McIlwain, Chief Mapper/GIS
312 Courthouse Square Suite 13
Bay Minette, AL 36507
251-580-2535
kmcilwain@baldwincountyal.gov

<b>CUSTOMER ID</b>	<b>SALES REP</b>	<b>FREQUENCY OF PROJECT</b>
A116612	KLamo	Annual

FIRST PROJECT					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
912	IMAGERY-Color Digital Orthophotography Four Band-6in GSD-Industry-Standard Delivery Format-per sq mi	Product includes: Color Digital Orthophotography Four Band - 6 inch GSD ("CDO4") consists of 6-inch GSD ortho mosaics delivered to Customer in an open industry-standard digital delivery format not proprietary to Pictometry. See Appendix for mosaic specifications and selected delivery format. Customer shall own the copies of the CDO4 delivered to the Customer in an industry-standard digital delivery format not proprietary to Pictometry pursuant to this Agreement (the "CDO4 Deliverables"), notwithstanding anything in this Agreement to the contrary. Pictometry shall retain copies of the CDO4 Deliverables and shall own those copies. Applicable Terms and Conditions: Order Form	\$110.00	\$99.00 (10% - Long Term Incentive Discount)	\$90,288.00
121,300	Building Outline Creation; Digital Parcel File Provided	Building outlines are created from the most-nadir single-frame orthogonal image in a specified, Pictometry imagery source. Pictometry delivers digital building outlines and their attributes in shapefile and geodatabase formats. Coverage includes only locations specified in a single, customer-provided digital parcel shapefile. Parcels in the specified locations must be generally contiguous. All Pictometry imagery to be used must be licensed or owned by the customer. Final invoiced amount will be adjusted for the actual quantity of records in the parcel file used for production. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.33		\$40,029.00
1	Feature Mapping & Attribution	Feature Mapping & Attribution Services: Pictometry will provide Customer-specific feature mapping and attribution in accordance with the attached Statement of Work document. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$39,468.00		\$39,468.00
1	AccuPLUS Project Fee - PICT DTM	AccuPLUS project fee for projects without customer-supplied DTM. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$7,500.00		\$7,500.00
1	ChangeFinder - Project Fee	This is a flat fee per project. One project set-up fee is required for each Change Detection, Change Detection and Building Outlines, or Building Outline line item in the order. Applicable Terms and Conditions: Order Form	\$1,000.00		\$1,000.00
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. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$2,200.00	\$0.00 (100%)	\$0.00



1	Pictometry Connect View - CA	Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Web Visualization Offering Terms and Conditions	\$750.00	\$0.00 (100%)	\$0.00
1	CONNECT ImageService CA	Connect Image Service - CA (Custom Access) provides access via a secure web mapping service to existing orthomosaics available within Customer's Connect account. This service allows use by Customer each calendar month of a total number of image request transactions equal to the product resulting from multiplying (a) the number of concurrent users authorized to use the Connect Image Service pursuant to this Agreement, by (b) 1500 (such product being the "Monthly Image Request Limit"). To the extent use of the Connect Image Service pursuant to this Agreement results in a total number of image request transactions in excess of the Monthly Image Request Limit, Pictometry may review the usage with Customer, increase the price for Customer's Connect Image Service with Customer's consent or, in Pictometry's discretion, suspend further access by Customer to the Connect Image Service. This offering is provided solely for internal use within Customer's organization. Customer must maintain an active paid Pictometry Connect account in order to utilize the Connect Image Service. Applicable Terms and Conditions: Online Services General Terms and Conditions	\$2,000.00	\$0.00 (100%)	\$0.00
2	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	\$0.00 (100%)	\$0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$0.00		\$0.00
1	AccuPlus Imagery Bundle with One (1) Year 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, five (5) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of one years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
2	FutureView Adv Training	Full conference registration to advanced training designed to maximize deployment. Includes hotel room for up to three nights, event registration, and round-trip airfare up to \$500. Customer will be provided with discount code to complete FutureView registration. (Air Travel Restrictions - 30 day advance purchase for airfare, per person round trip airfare at standard coach class rates through Pictometry's travel provider only.) Must be redeemed within three years of agreement execution date. Applicable Terms and Conditions: Order Form	\$2,499.00	\$0.00 (100%)	\$0.00
<b>SUBTOTAL - FIRST PROJECT</b>					<b>\$178,285.00</b>

**SECOND PROJECT**

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
912	IMAGERY-Color Digital Orthophotography Four	Product includes: Color Digital Orthophotography Four Band - 6 inch GSD ("CDO4") consists of 6-inch GSD	\$110.00	\$99.00	\$90,288.00

	Band-6in GSD-Industry-Standard Delivery Format-per sq mi	ortho mosaics delivered to Customer in an open industry-standard digital delivery format not proprietary to Pictometry. See Appendix for mosaic specifications and selected delivery format. Customer shall own the copies of the CDO4 delivered to the Customer in an industry-standard digital delivery format not proprietary to Pictometry pursuant to this Agreement (the "CDO4 Deliverables"), notwithstanding anything in this Agreement to the contrary. Pictometry shall retain copies of the CDO4 Deliverables and shall own those copies. Applicable Terms and Conditions: Order Form		(10% – Long Term Incentive Discount)	
1	Feature Mapping & Attribution	Feature Mapping & Attribution Services: Pictometry will provide Customer-specific feature mapping and attribution in accordance with the attached Statement of Work document. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$68,167.50		\$68,167.50
121,300	ChangeFinder - Change Detection; Digital Parcel File Provided	Existing building outlines from a specified older imagery source are updated and classified relative to the most-nadir single-frame orthogonal image in a specified, newer Pictometry imagery source. Pictometry delivers updated digital building outlines from the newer imagery source and their classification attributes in shapefile and geodatabase formats. Coverage includes only locations specified in a single, customer-provided digital parcel shapefile. Parcels in the specified locations must be generally contiguous. All Pictometry imagery to be used must be licensed or owned by the customer. Final invoiced amount will be adjusted for the actual quantity of records in the parcel file used for production. Use of older non-Pictometry-sourced building outline data requires acceptance in advance. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.35		\$42,455.00
1	AccuPLUS Project Fee - PICT DTM	AccuPLUS project fee for projects without customer-supplied DTM Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$7,500.00		\$7,500.00
1	ChangeFinder - Project Fee	This is a flat fee per project. One project set-up fee is required for each Change Detection, Change Detection and Building Outlines, or Building Outline line item in the order. Applicable Terms and Conditions: Order Form	\$1,000.00		\$1,000.00
1	Pictometry CONNECTAssessment	Pictometry CONNECTAssessment allows a user the ability to log in and access Pictometry ChangeFinder data and Pictometry-hosted imagery libraries, which have been licensed to the Customer and specified elsewhere in this Agreement, via a web-based application. The number of concurrent authorized users is specified in Customer's existing Connect agreement. Access runs concurrent with last activation (and scheduled expiration) of the Customer's existing Connect account. This offering requires an active Pictometry CONNECT account. Applicable Terms and Conditions: Online Services General Terms and Conditions	\$5,000.00	\$0.00 (100%)	\$0.00
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. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$2,200.00	\$0.00 (100%)	\$0.00
1	Pictometry Connect View - CA	Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. The	\$750.00	\$0.00 (100%)	\$0.00



		quantity; represents the number of years in the Connect term. Applicable Terms and Conditions: Web Visualization Offering Terms and Conditions			
2	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	\$0.00 (100%)	\$0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$0.00		\$0.00
1	AccuPlus Imagery Bundle with One (1) Year 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, five (5) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of one years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
1	CONNECT ImageService CA	Connect Image Service - CA (Custom Access) provides access via a secure web mapping service to existing orthomosaics available within Customer's Connect account. This service allows use by Customer each calendar month of a total number of image request transactions equal to the product resulting from multiplying (a) the number of concurrent users authorized to use the Connect Image Service pursuant to this Agreement, by (b) 1500 (such product being the "Monthly Image Request Limit"). To the extent use of the Connect Image Service pursuant to this Agreement results in a total number of image request transactions in excess of the Monthly Image Request Limit, Pictometry may review the usage with Customer, increase the price for Customer's Connect Image Service with Customer's consent or, in Pictometry's discretion, suspend further access by Customer to the Connect Image Service. This offering is provided solely for internal use within Customer's organization. Customer must maintain an active paid Pictometry Connect account in order to utilize the Connect Image Service. Applicable Terms and Conditions: Online Services General Terms and Conditions	\$2,000.00	\$0.00 (100%)	\$0.00
SUBTOTAL - SECOND PROJECT					\$209,410.50

THIRD PROJECT					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
1,809	IMAGERY-Color Digital Orthophotography Four Band-6in GSD-Industry-Standard Delivery Format-per sq mi	Product includes: Color Digital Orthophotography Four Band - 6 inch GSD ("CDO4") consists of 6-inch GSD ortho mosaics delivered to Customer in an open industry-standard digital delivery format not proprietary to Pictometry. See Appendix for mosaic specifications and selected delivery format. Customer shall own the copies of the CDO4 delivered to the Customer in an industry-standard digital delivery format not proprietary to Pictometry pursuant to this Agreement (the "CDO4 Deliverables"), notwithstanding anything in this Agreement to the contrary. Pictometry shall retain copies of the CDO4 Deliverables and shall own those copies. Applicable Terms and Conditions: Order Form	\$110.00	\$99.00 (10% - Long Term Incentive Discount)	\$179,091.00
121,300	ChangeFinder - Change Detection; Digital Parcel File Provided	Existing building outlines from a specified older imagery source are updated and classified relative to the most-nadir single-frame orthogonal image in a specified, newer Pictometry imagery source. Pictometry delivers updated digital building outlines from the newer imagery source and their classification attributes in shapefile and geodatabase formats. Coverage includes only locations specified in a single, customer-provided digital parcel	\$0.35		\$42,455.00

		shapefile. Parcels in the specified locations must be generally contiguous. All Pictometry imagery to be used must be licensed or owned by the customer. Final invoiced amount will be adjusted for the actual quantity of records in the parcel file used for production. Use of older non-Pictometry-sourced building outline data requires acceptance in advance. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use			
20,200	Building Outline Creation; Digital Parcel File Provided	Building outlines are created from the most-nadir single-frame orthogonal image in a specified, Pictometry imagery source. Pictometry delivers digital building outlines and their attributes in shapefile and geodatabase formats. Coverage includes only locations specified in a single, customer-provided digital parcel shapefile. Parcels in the specified locations must be generally contiguous. All Pictometry imagery to be used must be licensed or owned by the customer. Final invoiced amount will be adjusted for the actual quantity of records in the parcel file used for production. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.39		\$7,878.00
1	AccuPLUS Project Fee - PICT DTM	AccuPLUS project fee for projects without customer-supplied DTM Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$7,500.00		\$7,500.00
1	ChangeFinder - Project Fee	This is a flat fee per project. One project set-up fee is required for each Change Detection, Change Detection and Building Outlines, or Building Outline line item in the order. Applicable Terms and Conditions: Order Form	\$1,000.00		\$1,000.00
1	ChangeFinder - Project Fee	This is a flat fee per project. One project set-up fee is required for each Change Detection, Change Detection and Building Outlines, or Building Outline line item in the order. Applicable Terms and Conditions: Order Form	\$1,000.00		\$1,000.00
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. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$2,200.00	\$0.00 (100%)	\$0.00
1	Pictometry Connect View - CA	Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Web Visualization Offering Terms and Conditions	\$750.00	\$0.00 (100%)	\$0.00
1	CONNECT ImageService CA	Connect Image Service - CA (Custom Access) provides access via a secure web mapping service to existing orthomosaics available within Customer's Connect account. This service allows use by Customer each calendar month of a total number of image request transactions equal to the product resulting from multiplying (a) the number of concurrent users authorized to use the Connect Image Service pursuant to this Agreement, by (b) 1500 (such product being the "Monthly Image Request Limit"). To the extent use of the Connect Image Service pursuant to this Agreement results in a total number of image request transactions in excess of the Monthly Image Request Limit, Pictometry may review the usage with Customer, increase the price for Customer's Connect Image Service with Customer's consent or, in Pictometry's discretion, suspend further access by	\$2,000.00	\$0.00 (100%)	\$0.00



		Customer to the Connect Image Service. This offering is provided solely for internal use within Customer's organization. Customer must maintain an active paid Pictometry Connect account in order to utilize the Connect Image Service. Applicable Terms and Conditions: Online Services General Terms and Conditions			
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 One (1) Year 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, five (5) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of one years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	\$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. Applicable Terms and Conditions: Order Form	\$199.00	\$0.00 (100%)	\$0.00
<b>SUBTOTAL - THIRD PROJECT</b>					<b>\$238,924.00</b>

Thank you for choosing Pictometry as your service provider.	<b>TOTAL</b>	<b>\$626,619.50</b>
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<sup>1</sup>Amount 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 due under this Agreement including, but not limited to, attorneys' fees and court costs.

**FIRST PROJECT**

Due at Signing	\$33,064.00
Due at Initial Shipment of Imagery	\$145,221.00
<b>Total Payments</b>	<b>\$178,285.00</b>

**SECOND PROJECT**

Due at Initial Shipment of Imagery	\$209,410.50
<b>Total Payments</b>	<b>\$209,410.50</b>

**THIRD PROJECT**

Due at Initial Shipment of Imagery	\$238,924.00
<b>Total Payments</b>	<b>\$238,924.00</b>

**PRODUCT PARAMETERS**

**FIRST PROJECT**

## ACCUPLUS IMAGERY

**Product:**

IMAGERY-Color Digital Orthophotography Four Band-6in GSD-Industry-Standard Delivery  
Format-per sq mi  
Shapefile  
Leaf Off: Less than 30% leaf cover

*Coverage Area Format:*  
*Leaf:*

## CHANGEFINDER

**Product:**

**Building Outline Creation; Digital Parcel File Provided**

*Data Source – Base:*  
*Data Source Year – Base:*  
*Data Source – Comparison:*  
*Data Source Year – Comparison:*  
*Deck Identification:*  
*Regional Status Report Requested:*  
*Modified Technical Specifications:*  
*Parameter Changes*

Pictometry Imagery  
2020  
N/A  
N/A  
Included in Building Outlines

Prior to commencement of production, Customer may make changes to these product parameters by providing Pictometry with written authorization (email being acceptable).

## CONNECT

**Product:**

**Pictometry Connect View - CA**  
Kenny McIlwain  
kmcilwain@baldwincountyal.gov  
AL Baldwin (Primary Geofence)

*Admin User Name:*  
*Admin User Email:*  
*Geofence:*

**Product:**

**Pictometry Connect - CA - 50**  
Kenny McIlwain  
kmcilwain@baldwincountyal.gov  
AL Baldwin (Primary Geofence)

*Admin User Name:*  
*Admin User Email:*  
*Geofence:*

## SECOND PROJECT ACCUPLUS IMAGERY

**Product:**

IMAGERY-Color Digital Orthophotography Four Band-6in GSD-Industry-Standard Delivery  
Format-per sq mi  
Shapefile  
Leaf Off: Less than 30% leaf cover

*Coverage Area Format:*  
*Leaf:*

## CHANGEFINDER

**Product:**

**ChangeFinder - Change Detection; Digital Parcel File Provided**

*Data Source – Base:*  
*Data Source Year – Base:*  
*Data Source – Comparison:*  
*Data Source Year – Comparison:*  
*Deck Identification:*  
*Regional Status Report Requested:*  
*Modified Technical Specifications:*  
*Parameter Changes*

Pictometry Outlines  
2020  
Pictometry Imagery  
2021  
Included in Building Outlines

Prior to commencement of production, Customer may make changes to these product parameters by providing Pictometry with written authorization (email being acceptable).

## CONNECT

**Product:**

**Pictometry Connect - CA - 50**  
Kenny McIlwain  
kmcilwain@baldwincountyal.gov  
AL Baldwin (Primary Geofence)

*Admin User Name:*  
*Admin User Email:*  
*Geofence:*

**Product:**

**Pictometry Connect View - CA**  
Kenny McIlwain  
kmcilwain@baldwincountyal.gov  
AL Baldwin (Primary Geofence)

*Admin User Name:*  
*Admin User Email:*  
*Geofence:*

## THIRD PROJECT ACCUPLUS IMAGERY

**Product:**

IMAGERY-Color Digital Orthophotography Four Band-6in GSD-Industry-Standard Delivery  
Format-per sq mi  
Shapefile  
Leaf Off: Less than 30% leaf cover

*Coverage Area Format:*  
*Leaf:*

## CHANGEFINDER

**Product:**

**ChangeFinder - Change Detection; Digital Parcel File Provided**

*Data Source – Base:*  
*Data Source Year – Base:*

Pictometry Outlines  
2021



<i>Data Source – Comparison:</i>	Pictometry Imagery
<i>Data Source Year – Comparison:</i>	2022
<i>Deck Identification:</i>	Included in Building Outlines
<i>Regional Status Report Requested:</i>	
<i>Modified Technical Specifications:</i>	
<i>Parameter Changes</i>	Prior to commencement of production, Customer may make changes to these product parameters by providing Pictometry with written authorization (email being acceptable).

<b>Product:</b>	<b>Building Outline Creation; Digital Parcel File Provided</b>
<i>Data Source – Base:</i>	Pictometry Imagery
<i>Data Source Year – Base:</i>	2022
<i>Data Source – Comparison:</i>	N/A
<i>Data Source Year – Comparison:</i>	N/A
<i>Deck Identification:</i>	Included in Building Outlines
<i>Regional Status Report Requested:</i>	
<i>Modified Technical Specifications:</i>	
<i>Parameter Changes</i>	Prior to commencement of production, Customer may make changes to these product parameters by providing Pictometry with written authorization (email being acceptable).

**CONNECT**

<b>Product:</b>	<b>Pictometry Connect View - CA</b>
<i>Admin User Name:</i>	Kenny McIlwain
<i>Admin User Email:</i>	kmcilwain@baldwincountyal.gov
<i>Geofence:</i>	AL Baldwin (Primary Geofence)

<b>Product:</b>	<b>Pictometry Connect - CA - 50</b>
<i>Admin User Name:</i>	Kenny McIlwain
<i>Admin User Email:</i>	kmcilwain@baldwincountyal.gov
<i>Geofence:</i>	AL Baldwin (Primary Geofence)

**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.

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.

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- 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.
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[END OF DELIVERED CONTENT TERMS AND CONDITIONS]



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- 6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the Online Services or any Licensed Content has the right to assert and enforce the provisions of this License Agreement directly on its own behalf as a third party beneficiary.
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- 3.8 Pictometry and each third party supplier of any portion of the WVO Services or the WVO Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the WVO Services and the WVO Licensed Content.
- 3.9 By accepting these WVO Terms and Conditions or by using the WVO Services or the WVO Licensed Content, you waive any and all rights you may have against Pictometry, each third party supplier of any portion of the WVO Services or the WVO Licensed Content, and each of their directors, officers, members and employees, arising out of use of or reliance upon the WVO Services or the WVO Licensed Content.

**4. LIMITED WARRANTY**

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

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- 5.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE WVO SERVICES OR THE WVO LICENSED CONTENT OR THIS WVO LICENSE AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE WVO SERVICES IN THE TWENTY-FOUR MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.
- 5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE WVO SERVICES, THE WVO LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (OR ANY OTHER WVO SERVICES USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.
- 5.5 Notwithstanding anything to the contrary in this Section 5:
- (a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the WVO Services or the WVO Licensed Content, asserted against you by such third party provided: (i) all use of the WVO Services and the WVO Licensed Content was in accordance with this WVO License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the WVO Services or the WVO Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.
- (b) In addition to Section 5.5(a), if the WVO Services, the operation thereof or the WVO Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the WVO Services or the WVO Licensed Content, (ii) replace or modify the WVO Services or the WVO Licensed Content so that they become non-infringing; or (iii) terminate the WVO License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.
- (c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

## 6. MISCELLANEOUS

- 6.1 The terms and conditions of this WVO License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this WVO License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you but will apply to all similarly situated Pictometry customers using the WVO Services. You may terminate this WVO License Agreement upon written notice to Pictometry if any change to the terms and conditions of this WVO License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the WVO Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this WVO License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this WVO License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.
- 6.2 In the event of a breach of this WVO License Agreement by you or someone using the WVO Services, Pictometry may temporarily suspend or discontinue providing access to the WVO Services without notice and Pictometry may pursue any other legal remedies available to it.
- 6.3 All notices and other communications hereunder shall be in writing. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 25 Methodist Hill Drive, Rochester, New York 14623.
- 6.4 The failure of you, Pictometry, or any third party supplier of the WVO Services or any WVO Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.
- 6.5 You may not assign or otherwise transfer your rights or delegate your duties under this WVO License Agreement without the prior written consent of Pictometry. Any attempt by you to assign, transfer or delegate your rights or obligations under this WVO License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this WVO License Agreement. This WVO License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.
- 6.6 This WVO License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this WVO License Agreement, the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.
- 6.7 This WVO License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this WVO License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this WVO License Agreement.
- 6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the WVO Services or any WVO Licensed Content has the right to assert and enforce the provisions of this WVO License Agreement directly on its own behalf as a third party beneficiary.
- 6.9 In the event of a breach of your obligations under this WVO License Agreement or your payment obligations with respect to access to the WVO Services or the WVO Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.
- 6.10 This WVO License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

[END OF WEB VISUALIZATION OFFERING TERMS AND CONDITIONS]



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[END OF SOFTWARE LICENSE AGREEMENT]



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. Agreement Term: This Agreement is for a three (3) year term.
3. Warranty: Notwithstanding anything in this Agreement to the contrary, the Delivered Content, Online Services and Pictometry Software (the "Deliverable(s)") shall be usable by the Customer for its intended purposes pursuant to this Agreement. If any such Deliverable(s) is/are not usable by the Customer, Pictometry shall use its best efforts to remedy the problem. If the Deliverable(s) is/are still unusable, Customer shall cease use of the Deliverable(s), purge the Deliverable(s) from its computers/servers and return the Deliverable(s) to Pictometry. Upon Pictometry's receipt of the unusable Deliverable(s), Pictometry shall return to Customer a prorated refund of monies received from Customer for the unusable Deliverable(s). This warranty shall not extend past the Agreement Term set forth in Section 2.
4. Non-Appropriation of Funds: Notwithstanding anything in this Agreement to the contrary, the obligations of the Customer under this Agreement are subject to the availability of funds lawfully appropriated by Customer for any Project other than the First Project ("Subsequent Projects"), in Customer's discretion. Customer shall submit to Pictometry written notice of non-appropriation of funds within ninety (90) days prior to the Subsequent Project. In the event of non-appropriation, the respective Subsequent Project will be cancelled and this Agreement will terminate and Customer shall not be obligated to make any payments with respect to the cancelled Subsequent Project.
5. Continued Rights of Use: Should Customer terminate its obligations with respect to a Subsequent Project due to non-appropriation, Customer shall have right to continue using the Delivered Content and Pictometry Software for which Pictometry has been fully paid for, subject to Pictometry's right to terminate Customer's use if Customer fails to comply with any material term of the Pictometry Delivered Content Terms and Conditions of Use and the Pictometry Software License Agreement.
6. Authorized Users: Authorized Subdivisions, Authorized Users and Eligible Users as referred to throughout this Agreement are defined as all local governmental entities including County and City departments, school districts (not private), County/Local government owned utilities and other county/local government-controlled or quasi-governmental entities, including the volunteer fire departments, and search and rescue agencies. (not State or Federally controlled). State and/or Federal departments or entities may not be Authorized Users under this Agreement. However, the County may share the Delivered Content with a State Agency working on a project which benefits Baldwin County. The foregoing limitation of sharing shall not apply to the ortho imagery purchased pursuant to this Agreement.
7. MrSID: Customer's 6-inch GSD area-wide ortho mosaic tiles shall be delivered in MrSID format.
8. Annual Maintenance of EFS includes access to available software updates/upgrades and related documentation as well as five (5) hours of telephone support for Customer's employees who have completed the Advanced User Technical Training and who are individually identified by Customer to Pictometry. EFS is available at Pictometry's then current rate per year after the Agreement Term. If Customer terminates its obligations with respect to a Subsequent Project, in accordance with Sections 5 and 6 above, EFS would be available to Customer for \$995 per year until the end of the Agreement Term.
9. Customer Storage Media: Customer shall be solely responsible to make available on Customer Server sufficient disk storage space and internal network connectivity to accommodate the Delivered Content. On delivery, the Delivered Content and Software may be copied to the Customer's server via the network connection.
10. Applicable Law: Notwithstanding anything contained in this Agreement to the contrary, this Agreement shall be governed by and interpreted in accordance with the laws of the State of Alabama, excluding its conflicts of law principles. In the event that any legal proceedings are commenced with respect to any matter arising under this Agreement, the parties specifically consent and agree that the courts of the State of Alabama or, in the alternative, the Federal Courts located in the State of Alabama 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 Baldwin County, Alabama, or the U.S. District Court for the Southern District of Alabama, as applicable.
11. Authorized Subdivisions: Notwithstanding anything to the contrary found in the Pictometry Delivered Content General Terms and Conditions, Customer may authorize any department, subunit, or location within the Customer to have the

Delivered Content installed on computers owned (or leased) and used by Authorized Subdivisions. The installation of the Delivered Content and EFS, and the training of the Customer and Authorized Users, may be performed only by Pictometry or by the Customer's employees who have received special training from Pictometry. All Authorized Subdivisions and Authorized Users shall operate under this Agreement as Authorized Users of the Customer and comply with all obligations of Customer with respect to the use and distribution of the Delivered Content, and Pictometry may look to the Customer alone for assuring compliance with the terms and conditions of this Agreement. Customer agrees: (a) that it will not allow any persons other than Authorized Users to use or operate, or to have any other access to, any of the Delivered Content (other than as described in Section 2 of the Pictometry Delivered Content Terms and Conditions of Use, (b) that it will not allow access to any of the Delivered Content except through Customer and Authorized Subdivisions workstations, and (c) that it will cause all Authorized Users to comply with all of the terms, conditions, and limitations applicable to the Customer under this Agreement.

12. Notification: Section 3.2 to the Pictometry Delivered Content Terms and Conditions of Use is deleted in its entirety and replaced with the following: "Notification: You shall (a) notify Pictometry in writing of any claims or proceedings involving any of the Delivered Content within thirty (30) days after you learn of the claim or proceeding, and (b) report promptly to Pictometry all claimed or suspected defects in Delivered Content.
13. With the exception of Customer's payment obligations, Paragraph 4.2 of the Pictometry Delivered Content Terms and Conditions, Effect of Termination, shall not apply to that certain product purchased under this agreement and named "IMAGERY – Color Digital Orthophotography Four Band-6in GSD-Industry-Standard Delivery Format per sq mi."

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[END OF NON-STANDARD TERMS AND CONDITIONS]



## Color Digital Orthophotography

### Product Overview:

Seamless, 4-band, digital ortho-mosaic produced from individual frames and tiled to County's preferred tiling scheme. Specifications and deliverables as follows:

### Acquisition:

Frame Overlap: 60% forward/30% side

Capture Window: solar elevation >30 degrees or most optimal 4-hour window

Environmental Conditions: ground free of snow cover; imagery free of clouds, fog, haze, smoke, and dust

Deciduous Vegetation: less than 30% full bloom

Camera System: Pictometry PentaView Sensor based system; dynamic range of 12 bits per band, RGB + NIR, resampled to 8 bits during processing

### Ground Control:

Points surveyed to meet ASPRS Positional Accuracy Standards Edition 1 Version 1 – November 2014

### Image Processing:

Aerial Triangulation: Pictometry will perform aerial triangulation utilizing post-processed exterior orientations, calibrated camera model(s), and specified ground control points as input to the aerial triangulation process. Aerial triangulation process to be performed using Trimble Inpho's Match-AT software.

Elevation Surface: Best available terrain model will be used to support orthorectification; if surface is found to be of insufficient accuracy/quality to support accuracy specifications, Pictometry will use automated surface extraction with limited manual editing to generate a surface to support generation of orthoimagery.

Orthorectification: Pictometry will use the triangulated exterior orientation values, calibrated camera interior orientation models, and the specified digital terrain model to perform the Orthorectification. When rectification requires a resampling of the source imagery, cubic convolution will be used.

Mosaicking: 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. Final mosaic will be tiled and named according to the agreed upon schema for delivery or as specified below.

Tiling Schema: Imagery will be tiled according to mutually agreed upon schema.

### Deliverables:

The following will be delivered:

6-inch GSD four-band (R,G,B,NIR) ortho mosaic tiles (GeoTIFF format; according to specified tiling schema)

6-inch GSD area-wide ortho mosaic (RGB, ECW format)

6-inch GSD area-wide ortho mosaic (RGB, MrSID format)

6-inch GSD area-wide ortho mosaic (CIR, ECW format)

6-inch GSD area-wide ortho mosaic (CIR, MrSID format)

FGDC compliant metadata

AT/Survey report

### Orthomosaic Accuracy

6-inch GSD: RMSE(x or y) 1.30 ft; RMSE(r) 1.84 ft; NSSDA (95%) 3.20 ft

## Task / Deliverables Description

### GEOREFERENCED AIRBORNE DATA

- ▶ Utilizing survey grade orthos at 6" GSD flown in spring of 2020 and created to meet project accuracy requirements.

### MAPPING DELIVERABLE PRODUCTION

- ▶ New 2D Feature Extraction of hydro features from 6" GSD ortho Imagery. Features to be compiled are: Lakes, Ponds, Streams, Rivers, Creeks, Oceans, Bays, Inlets, etc...) AOI is the Southern Portion of the County of Baldwin, approximately 913 sq. miles. This area is expected to be flown in spring of 2020.
- ▶ QA/QC of compiled planimetric data
- ▶ Map Production / Finishing Labor for hydro features in ARC GIS geodatabase format.





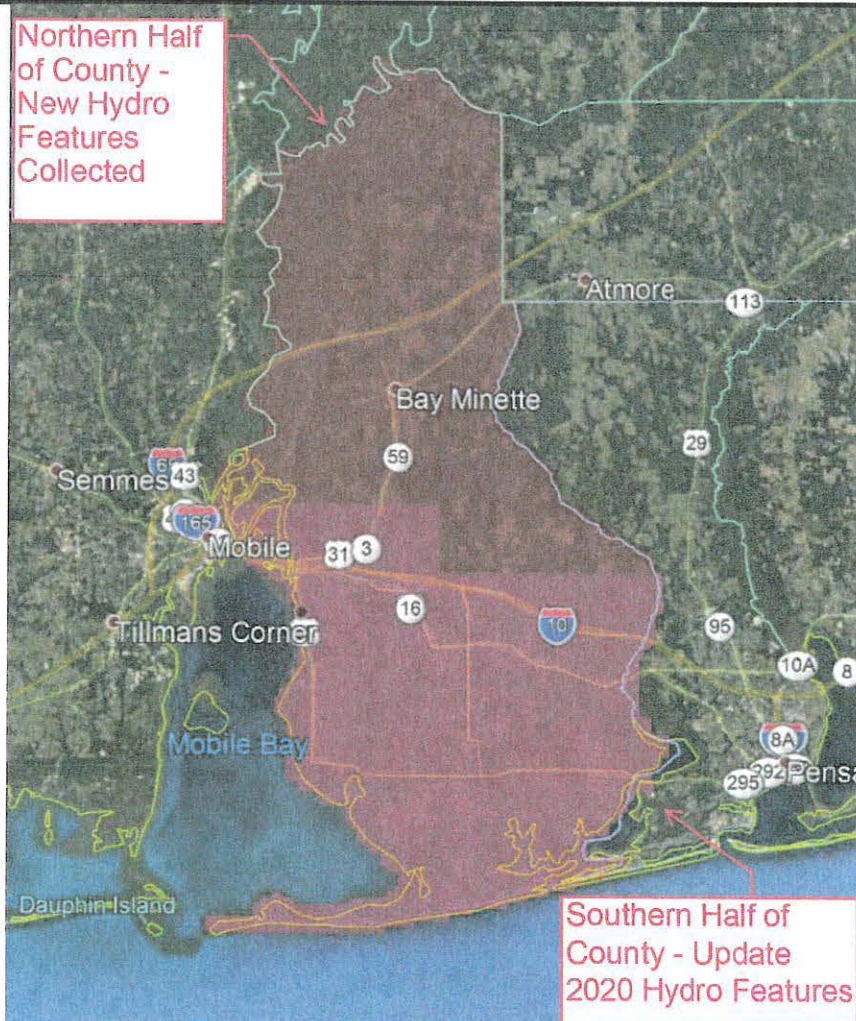
## Task / Deliverables Description

### GEOREFERENCED AIRBORNE DATA

- ▶ Utilizing survey grade orthos at 6" GSD flown in spring of 2022 and created to meet project accuracy requirements.

### MAPPING DELIVERABLE PRODUCTION

- ▶ New and update 2D Feature Extraction of hydro features from 6" GSD ortho Imagery. Features to be compiled are: Lakes, Ponds, Streams, Rivers, Creeks, Oceans, Bays, Inlets, etc...), the update AOI is the Southern Portion of the County of Baldwin, approximately 913 sq. miles. The new mapping area consists of the Northern area of the County of Baldwin approximately 898 sq. miles. The entire county is expected to be flown in the spring of 2022.
- ▶ QA/QC of compiled planimetric data
- ▶ Map Production / Finishing Labor for hydro features in ARC GIS geodatabase format.





SECTOR MAPS (3)

