AGREEMENT BETWEEN
PICTOMETRY INTERNATIONAL CORP.
AND WILLIAMSON COUNTY, TX

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

> Section A: Product Descriptions, Prices and Payment Terms
> Section B: License Terms
> - General Terms
> - Product Specific Terms
>   - o Delivered Content
>   - o Online Services
>   - o Web Visualization
>   - o Software License
> Section C: Non-Standard Terms and Conditions (if applicable)
> Map(s)

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

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

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

PARTIES:

CUSTOMER	EAGLEVIEW
WILLIAMSON COUNTY, TX	PICTOMETRY INTERNATIONAL CORP.
	a Delaware corporation
SIGNATURE:	**SIGNATURE**: _Robert Locke_ Robert Locke (Dec 10, 2024 15:01 EST)
NAME:	**NAME**: Robert Locke
TITLE:	**TITLE**: President
EXECUTION DATE:	**EXECUTION DATE**: 12/10/24

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

ORDER #
███████████

BILL TO
Williamson County, TX
George Strebel
301 SE Inner Loop, Suite 107 Georgetown, Texas 78626
(512) 943-1474
george.strebel@wilcotx.gov

SHIP TO
Williamson County, TX
George Strebel
301 SE Inner Loop, Suite 107 Georgetown, Texas 78626
(512) 943-1474
george.strebel@wilcotx.gov

CUSTOMER ID	SALES REP	FREQUENCY OF PROJECT(S)
███████████	Kevin Beers	Annual

PROJECT 1					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE %	AMOUNT[1]
1187	Existing Imagery	Refer to non-standard product specifications for details on existing imagery to be provided. *Product Parameters*: Elevation Data Source: Public Avail - NED/USGS/GeoBase Leaf: Leaf Off: Less than 30% leaf cover	$ 0.00		$ 0.00
11	Existing Imagery	Refer to non-standard product specifications for details on existing imagery to be provided. *Product Parameters*: Elevation Data Source: Public Avail - NED/USGS/GeoBase Leaf: Leaf Off: Less than 30% leaf cover	$ 0.00		$ 0.00
20	Reveal Essentials+ Property	Provides high resolution, measurable oblique and orthogonal imagery at a Property level. Oblique and orthogonal image frames collected at 3in GSD or better. Orthomosaic imagery produced at 3in GSD via a fully automated photogrammetric process which includes project-wide color and contrast balancing. Visible seamlines may be present. Delivery to be provided via online viewer (separate CONNECT account required) and offline in one file format, projection, and coordinate system selected by the customer from those which are supported by EagleView. Delivery extent based on an EagleView approved delivery grid shapefile. *Product Parameters*: Elevation Data Source: Public Avail - NED/USGS/GeoBase Leaf: Leaf Off: Less than 30% leaf cover	$ 440.00	59.09%	$ 3,600.00

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. *Product Parameters*: Admin User: George Strebel Admin User Email: george.strebel@wilcotx.gov	$ 4,500.00	87.78%	$ 550.00
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. *Product Parameters*: Admin User: George Strebel Admin User Email: george.strebel@wilcotx.gov	$ 790.00	28.8%	$ 562.50
1	Pictometry Connect - EarlyAccess	Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product. *Product Parameters*: Server Integration: Third-Party Integrator: Domain URL:	$ 10,500.00	100%	$ 0.00
1	Oblique Support Bundle	Includes digital copy of the Licensed Documentation for the License Software, one, two, or three hour End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, five, ten, or fifteen 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, two, or three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	$ 0.00		$ 0.00

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE %	AMOUNT
1	Oblique Imagery Bundle with One (1) Year of Maint & Support	Includes two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, and five (5) hours of telephone support.	$ 0.00		$ 0.00
				SUBTOTAL	$4,712.50

PROJECT 2

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE %	AMOUNT[1]
1187	Existing Imagery	Refer to non-standard product specifications for details on existing imagery to be provided. *Product Parameters*: Elevation Data Source: Public Avail - NED/USGS/GeoBase Leaf: Leaf Off: Less than 30% leaf cover	$ 0.00		$ 0.00
11	Existing Imagery	Refer to non-standard product specifications for details on existing imagery to be provided. *Product Parameters*: Elevation Data Source: Public Avail - NED/USGS/GeoBase Leaf: Leaf Off: Less than 30% leaf cover	$ 0.00		$ 0.00
20	Reveal Essentials+ Property	Provides high resolution, measurable oblique and orthogonal imagery at a Property level. Oblique and orthogonal image frames collected at 3in GSD or better. Orthomosaic imagery produced at 3in GSD via a fully automated photogrammetric process which includes project-wide color and contrast balancing. Visible seamlines may be present. Delivery to be provided via online viewer (separate CONNECT account required) and offline in one file format, projection, and coordinate system selected by the customer from those which are supported by EagleView. Delivery extent based on an EagleView approved delivery grid shapefile. *Product Parameters*: Elevation Data Source: Public Avail - NED/USGS/GeoBase Leaf: Leaf Off: Less than 30% leaf cover	$ 440.00	59.09%	$ 3,600.00
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. *Product Parameters*: Admin User: George Strebel Admin User Email: george.strebel@wilcotx.gov	$ 4,500.00	87.78%	$ 550.00

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. *Product Parameters*: Admin User: George Strebel Admin User Email: george.strebel@wilcotx.gov	$ 790.00	28.8%	$ 562.50
1	Pictometry Connect - EarlyAccess	Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product. *Product Parameters*: Server Integration: Third-Party Integrator: Domain URL:	$ 10,500.00	100%	$ 0.00
1	Oblique Support Bundle	Includes digital copy of the Licensed Documentation for the License Software, one, two, or three hour End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, five, ten, or fifteen 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, two, or three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	$ 0.00		$ 0.00
1	Oblique Imagery Bundle with One (1) Year of Maint & Support	Includes two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, and five (5) hours of telephone support.	$ 0.00		$ 0.00
				SUBTOTAL	$4,712.50

Thank you for choosing EagleView as your service provider.	**TOTAL**	$ 9,425.00

[1]Amount per product = ((1-Discount %) * Qty * List Price)

Geofences:

TX Williamson (Primary)

Geofences Products Affected:

Pictometry Connect - CA - 50
Pictometry Connect View - CA
Pictometry Connect - EarlyAccess
Pictometry Connect - CA - 50
Pictometry Connect View - CA
Pictometry Connect - EarlyAccess

FEES; PAYMENT TERMS

Customer hereby agrees to pay the Fees specified in this <u>Section A</u> of the Agreement in accordance with the following payment terms. All amounts due to EagleView pursuant to the Agreement (the "<u>Fees</u>") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to EagleView without reducing any amount owed to EagleView unless documents satisfactory to EagleView evidencing exemption from such taxes is provided to EagleView prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less).

First Project
Deposit/Due At Signing $0
Due at Delivery/Activation $4712.50

Second Project
Due at Delivery/Activation $4712.50

I. GENERAL TERMS

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

1. DEFINITIONS

    a. "<u>Authorized Subdivision</u>" means, if you are a county or a non-state consortium of counties, any political unit or subdivision located totally or substantially within your boundaries that you authorize to have access to any Content pursuant to the Agreement.

    b. "<u>Authorized System</u>" means a workstation or server that meets each of the following criteria (i) it is owned or leased by you or an Authorized Subdivision, (ii) it is located within and only accessible from facilities that are owned or leased by you or an Authorized Subdivision, and (iii) it is under the control of and may only be used by you or Authorized Subdivisions.

    c. "<u>Authorized Users</u>" means Delivered Content Authorized Users and Eligible Users.

    d. "<u>Content</u>" means, collectively, the Delivered Content, the Licensed Content and the WVO Licensed Content.

    e. "<u>Covered Party</u>" means (a) EagleView, and its affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of EagleView or any of its affiliates; and (b) each third party supplier of any Content or Services, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any Content or Services, or of any third party alliance entity and their affiliates.

    f. "<u>Delivered Content</u>" means the images, metadata, data layers, models, reports and other geographic or structural visualizations or embodiments included in, provided with, or derived from the information delivered to you by or on behalf of EagleView pursuant to the Agreement (whether via hardware or online (but excluding via the Online Services)), in connection with the EagleView products specified in <u>Section A: Product Description, Prices and Payment Terms</u>.

    g. "<u>Delivered Content Authorized User</u>" means any employee of you or Authorized Subdivisions that is authorized by you to have access to the Delivered Content through an Authorized System.

    h. "<u>Documentation</u>" means any written materials that accompany the EagleView Software.

    i. "<u>Eligible Users</u>" means you, your employees, and temporary or contract employees dedicated to performing work exclusively for you.

    j. "<u>Licensed Content</u>" means images available via the Online Services, and all associated metadata and data layers included in, provided with, or derived from those images.

    k. "<u>Online Services</u>" means the Pictometry Connect online services made available to you by or on behalf of EagleView pursuant to the Agreement, as specified in <u>Section A: Product Description, Prices and Payment Terms</u>.

    l. "<u>EagleView Credential</u>" means the unique login/password assigned to each Eligible User for purposes of accessing any of the Services.

    m. "<u>EagleView Software</u>" means the software that EagleView makes available to you to install (whether via download or otherwise) and view the Delivered Content.

    n. "<u>Project</u>" means a project as specified in <u>Section A: Product Description, Prices and Payment Terms.</u>

    o. "<u>Project Participant</u>" means any employee or contractor of persons or entities performing services for compensation for you or an Authorized Subdivision that has been identified by written notice to EagleView prior to being granted access to Delivered Content and, unless EagleView expressly waives such requirement for any individual, has entered into a written agreement with EagleView authorizing such access.

    p. "<u>Services</u>" means, collectively, any services set forth in <u>Section A: Product Description, Prices and Payment Terms,</u> the Online Services, the WVO Services and the EagleView Software (and accompanying Documentation) and any other services provided by EagleView and agreed upon between the parties from time to time.

    q. "<u>WVO Licensed Content</u>" means the images available in the WVO Services, and all associated metadata and data layers included in, provided with, or derived from those images.

    r. "<u>WVO Services</u>" means the EagleView web visualization offerings made available to you by or on behalf of EagleView pursuant to the Agreement, as specified in <u>Section A: Product Description, Prices and Payment Terms</u>.

2. RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

   a. Usage Rights. Your rights with respect to your (and to the extent applicable your Authorized Users') access to and use of the applicable Content and Services is set forth in Section B.II: License Terms (Product Specific Terms).

   b. Restrictions. You agree to the following restrictions in connection with your access to and use of the Content and Services:

      i.   You may not copy, distribute or make derivative works based upon the Content or Services in any medium, except to the extent expressly permitted in the Agreement. Without limiting the foregoing, except to the extent expressly permitted in the Agreement, you may not copy or retain copies of the Content, or any portions thereof, on any computer or storage device or media including for the purpose of creating or maintaining one or more databases of that Content for use in substitution for subsequent access to the Content, nor will you authorize or permit any user of the Services to do so.

      ii. You may not distribute or otherwise make available any Content to Google or its affiliates, either directly or indirectly.

      iii. Except to the extent expressly permitted in the Agreement, you may not exploit the goodwill of EagleView, including its trademarks, service marks, or logos, without the express written consent of EagleView.

      iv. You may not remove, omit, alter or obscure copyright or other notices or legends (including confidentiality markings) contained on or included in the Content or Services and you will reproduce all such information on all copies made hereunder. You will keep the Content and EagleView Software free of all claims, liens and encumbrances.

      v.   You may not offer any part of the Content or Services for commercial resale or commercial redistribution in any medium.

      vi. You may not, and will not enable others to decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, create derivative works of, or tamper with or disable any security or monitoring features within the Services. Any attempt to do so is a violation of the rights of EagleView and its licensors.

      vii. To the extent any of the Content or Services are provided to you online, you may not access such Content or Services (or both) via mechanical, programmatic, robotic, scripted or any other automated means. Unless otherwise agreed by EagleView in writing, use of such Content and Services is permitted only via manually conducted, discrete, human-initiated individual search and retrieval activities.

      viii. Except to the extent expressly permitted in the Agreement, you may not make the Content or Services available to any other party.

      ix. To the extent EagleView Credentials are assigned to you or any of your Eligible Users in connection with the Agreement, such EagleView Credentials shall only be used by the person or entity to whom they were originally assigned and may not be shared with, or used by, any other person, including other Eligible Users. You will use reasonable commercial efforts to prevent unauthorized use of the EagleView Credentials assigned to you or any of your Eligible Users and will promptly deactivate any EagleView Credentials you suspect are lost, stolen, compromised, or misused.

   c. Reservation. All right, title, and interest (including all patents, copyrights, trademarks, trade secrets, and other intellectual property rights) in the Content and the Services, and any written materials that accompany the Services, in any media or form, are and will remain in EagleView or its third party suppliers (as applicable). Neither you nor any users of the Content or the Services acquire any proprietary interest in the Content, the Services, or any copies thereof, except the limited use rights expressly granted under the Agreement. EagleView reserves all rights not expressly granted to you in the Agreement. You will not assert any right, title or interest in any of the Content or Services provided to you under the Agreement, except for the express license granted to you under the Agreement.

   d. Updates. Except to the extent expressly provided to the contrary in the Agreement, the Content, the Services, and the features and functionality within the Services may be enhanced, added to, withdrawn, or otherwise changed by EagleView without notice.

3. CONFIDENTIALITY. The Content, EagleView Software and Documentation consist of commercially valuable, proprietary products owned by EagleView, the design and development of which reflect an investment of considerable time, effort, and money. The parties agree that the Content, EagleView Software, Documentation, and the terms and conditions of the Agreement ("Confidential Information") are (and are treated by EagleView as) confidential and contain valuable trade secrets and confidential commercial information (including financial information) of EagleView. You agree that you will not disclose, provide a copy of, or disseminate the Confidential Information (other than as expressly permitted in Section B.II: License Terms (Product Specific Terms) of the Agreement) or any part thereof to any person in any manner or for any purpose inconsistent with the licenses granted to you pursuant to the Agreement. You agree to use your best efforts to assure that your personnel, and any others afforded access to the Confidential Information, protect the Confidential Information against unauthorized use, disclosure, copying, and dissemination, and that access to the Confidential Information and each part thereof will be strictly limited. You agree that you will use the Confidential Information solely as expressly permitted in Section B.II: License Terms (Product Specific Terms) of the Agreement and for no other purpose. To the extent you are required to disclose the Confidential Information (or any part thereof)

pursuant to applicable law, you will (i) notify EagleView reasonably in advance of such requirement prior to disclosure, (ii) use all reasonable efforts to limit such disclosure, including asserting and applying, as appropriate, the exemption in 5 USC 552(b)(4) (or any analogous state or local laws or regulations) with respect to such information, (iii) only disclose such information to the extent required to comply with applicable law, and (iv) subject to applicable law, permit EagleView to challenge or limit such disclosure prior to the disclosure thereof.

4. TERM; SUSPENSION; TERMINATION; EFFECT OF TERMINATION

   a. Term. The term of the Agreement will commence on the Effective Date and will terminate following delivery of the various Projects (including any Services) set forth in Section A (Product Description, Prices and Payment Terms).

   b. Suspension. In the event of a breach of the Agreement by you, any Authorized User or someone using your EagleView Credential, or end-users who are permitted to use the WVO Services and WVO Licensed Content pursuant to the Agreement, EagleView may temporarily suspend or discontinue providing access to the applicable Services or Content (or both) to you and/or any or all Authorized Users or end-users (or both) without notice and EagleView may pursue any other legal remedies available to it.

   c. Termination. EagleView may terminate the Agreement immediately in the event you: (a) do not pay in full the Fees or do not pay the Fees in accordance with the terms of the Agreement, or (b) fail to comply with any other term of the Agreement.

   d. Effect of Termination. Upon termination of the Agreement, except to the extent expressly set forth in the Agreement, you shall immediately cease all use of the applicable Content and Services, promptly purge all copies of the applicable Content, EagleView Software and Documentation from all workstations and servers on which any of it may be stored or available at the time, and return any hard drive/media containing the applicable Content, EagleView Software or Documentation (or any combination thereof) to EagleView. The provisions of the Agreement that by their nature would survive its termination will survive indefinitely.

5. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES; WAIVER

   a. Limited Warranties. EagleView represents and warrants to Customer:

      i. That the Delivered Content will contain true and usable copies of the designated imagery as of the date of capture; and

      ii. That it has the right and authority to make the applicable Services and the applicable Content available to you, and to the extent applicable, your Authorized Users, as authorized expressly by the Agreement.

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

   b. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 5(A) OF THE AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND "WITH ALL FAULTS" AND EAGLEVIEW, AND EACH THIRD PARTY SUPPLIER OF THE CONTENT OR SERVICES, EXPRESSLY DISCLAIM ALL OTHER WARRANTIES OF ANY KIND (WHETHER EXPRESS, IMPLIED OR STATUTORY), INCLUDING THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE CONTENT OR SERVICES WILL BE CORRECTED. Without limiting the foregoing, the Services and the Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences. The Services and the Content are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services. All measurements and reports generated by the Services or from the Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes. Contour information obtained from the Services or contained in the Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses. While the Services and the Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and EagleView, and its third party suppliers of the Content or Services, hereby disclaim all liability for damages, claims and expenses arising from such use. Your reliance on the Services and the Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose. EagleView and each third party supplier of any portion of the Content or Services assume no responsibility for any consequences resulting from the use of the Services or the Content. EagleView, and each third party supplier of any portion of Content or Services, hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the Services and the Content.

   c. Waiver of Rights. By accepting these General Terms or by using any of the Services or the Content, you waive any and all rights you may have against a Covered Party, each third party supplier of any portion of the Content or Services, and each of their directors, officers, members and employees, arising out of use of or reliance upon the Services or the Content.

6. LIMITATION OF LIABILITY

a. Limitation of Liability. No Covered Party shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from, as applicable, (a) any errors in or omissions from the Services or the Content, (b) the unavailability or interruption of the Services or any features thereof or of the Content, (c) your or any other party's use of the Services or the Content, (d) the loss or corruption of any data or equipment in connection with the Services or the Content, (e) the content, accuracy, or completeness of the Content, all regardless of any assistance received in the use of the Services from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Services.

b. Consequential Loss Exclusion. To the fullest extent permissible by applicable law, neither you nor the Covered Parties will be liable under any cause of action of any kind arising out of or related to the Agreement (including under theories involving tort, contact, negligence, strict liability or breach of warranty) for any special, indirect, incidental, or consequential damages of any kind whatsoever (including, without limitation, lost profits and attorneys' fees) even if a party has been advised of the possibility of such damages. The foregoing limitation of liability shall not apply to your (and your Authorized Users' or end-users (or both)) infringement of any intellectual property rights or misappropriation of proprietary data (including Content) or confidential information belonging to EagleView or any of its third party suppliers.

c. Liability Cap. To the fullest extent permissible by applicable law, under no circumstances will the aggregate liability of the Covered Parties in connection with any claim arising out of or relating to the Services or the Content or the Agreement exceed the lesser of (i) your actual direct damages, or (ii) the amount you paid for the impacted Services or Content in the twelve (12) month period immediately preceding the date the claim arose.

d. Defend and Hold Harmless. If there is a breach of the warranties in Section 5(a) above, then EagleView, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to your use or, to the extent applicable, your Authorized Users' use, of the Services or the Content, excluding any Services or Content supplied by a third party, asserted against you by any third party provided: (i) all use of the applicable Services and the applicable Content was in accordance with the Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the applicable Services or the applicable Content with or into other products, applications, images or data not approved by EagleView in writing; (iii) you give EagleView prompt notice of such claim; and (iv) you give EagleView the right to control and direct the investigation, defense and settlement of such claim. You, at EagleView's expense, shall reasonably cooperate with EagleView in connection with the foregoing.

e. Right to Mitigate. In addition to Section 6(d), if any of the Services, the operation thereof or any of the Content become, or in the opinion of EagleView are likely to become, the subject of a claim of infringement, EagleView may, at its option and expense, either: (i) procure for you the right to continue using the applicable Services or the applicable Content, (ii) replace or modify the applicable Services or the applicable Content so that they become non-infringing; or (iii) terminate the Agreement (including the applicable licenses granted to you) on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid Fees.

f. Sole / Exclusive Remedy. Your right to monetary damages in the amount of the liability cap, as specified in Section 6(c) above, shall be in lieu of all other remedies which you may have against any Covered Party. The provisions of Sections 6(d) and (e) of the Agreement shall constitute your sole and exclusive remedy for the respective matters specified therein.

g. Notification of Claims. You shall (a) notify EagleView in writing of any claims or proceedings involving any of the Content and/or the Services within ten (10) days after you learn of the claim or proceeding, and (b) report promptly to EagleView all claimed or suspected defects in the Content and/or the Services.

7. MISCELLANEOUS

a. Restricted Rights. The Content and Services acquired with United States Government funds or intended for use within or for any United States federal agency are provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable.

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

c. Patriot Act. You are aware and understand that any user data collected or stored by the Online Services or the WVO Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold EagleView harmless from, all claims against EagleView with respect to such access.

d. Non-Compete. You may not use the Services or the Content (or both) to compete with any businesses of EagleView.

e. FCR. You may not use information included in the Services or the Content to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit.

The term "consumer" is defined in the United States Fair Credit Reporting Act at 15 USC §1681.

f. **Amendments / Modifications.** Any modifications, amendments or supplements to the Agreement must be made in writing and be signed by duly authorized officers of each party. Furthermore, the Agreement may not be modified, amended or supplemented by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.

g. **Payment on Breach.** In the event of a breach of your obligations under the Agreement, including your payment obligations, you agree to pay all of EagleView's costs of enforcement and collection, including court costs and reasonable attorneys' fees.

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

i. **No Waiver.** No waiver of a breach of any term of the Agreement will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of the Agreement. No failure on the part of a party to exercise, and no delay in exercising any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right.

j. **Assignment.** Neither you nor any Authorized User may assign or otherwise transfer your rights or delegate your duties under the Agreement without the prior written consent of EagleView. Any attempt by you or any Authorized User to assign, transfer or delegate your rights or obligations under the Agreement without EagleView's consent shall be void, and shall also void the limited license granted to you by the Agreement. The Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.

k. **Governing Law.** This Agreement will be governed by the laws of the State of Customer, without regard to conflict of law principles. The parties agree that any claims, legal proceedings, disputes and litigation arising out of or in connection with this Agreement will be brought solely in the state or federal courts located in the jurisdiction in which the Customer is based.

l. **Force Majeure.** Except with respect to Customer's payment obligations for Content or Services (or both) provided, each party will be excused from performance under the Agreement, will not be deemed to be in breach hereof, and will have no liability to the other party whatsoever if either party is prevented from performing any of its obligations hereunder, in whole or in part, as a result of a Force Majeure Event. A "Force Majeure Event" means an event or occurrence beyond the control of the nonperforming party, such as an act of God or of the public enemy, embargo or other act of government in either its sovereign or contractual capacity, government regulation, travel ban or request, court order, civil disturbance, terrorism, war, quarantine restriction, epidemic, virus, fire, weather, flood, accident, strike, slowdown, delay in transportation, electrical power outage, interruption or degradation in electronic communications systems, inability to obtain necessary labor, materials or manufacturing facilities, and other similar events. In the event of any delay resulting from a Force Majeure Event, any date of delivery hereunder will be extended for a period equal to the time lost because of the delay.

m. **Severability.** The Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of the Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of the Agreement.

n. **Third Party Beneficiary.** Where applicable, each affiliate of EagleView and each third party supplier of the Content or Services has the right to assert and enforce the provisions of the Agreement directly on its own behalf as a third party beneficiary.

o. **Entire Agreement.** The Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

p. **Construction.** The headings in the Agreement are for convenience only. They do not constitute a portion of the Agreement and will not be used in any construction of it. The terms "include" and "including" are not limiting.

II. PRODUCT SPECIFIC TERMS

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

1. **Grant of Rights.** Subject to the terms and conditions of the Agreement, you are granted nonexclusive, nontransferable, limited rights to:

   a. install the Delivered Content on Authorized Systems;

   b. permit access and use of the Delivered Content through Authorized Systems by:

      i. Delivered Content Authorized Users for performance of public responsibilities of you or Authorized Subdivisions that are to be performed entirely within facilities of you or Authorized Subdivisions;

      ii. Project Participants under the supervision of Delivered Content Authorized Users for performance of tasks or preparation of materials using only hard copies (or jpg copies) of Delivered Content solely for fulfilling public responsibilities of you or Authorized Subdivisions to be performed entirely within facilities of you or Authorized Subdivisions; and

      iii. individual members of the public (each a "Permitted Public Member"), but only through Delivered Content Authorized Users and solely for the purpose of making hard copies or jpg copies of images of individual properties or structures (but not bulk orders of multiple properties or structures) to the individual members of the public requesting them.

2. **Delivered Content Authorized User, Authorized Subdivision and Permitted Public Compliance.** You shall at all times be responsible for compliance by each Delivered Content Authorized User, Authorized Subdivision and Permitted Public Member with the terms and conditions of the Agreement including these Delivered Content terms and conditions.

3. **Project Participants.** Each notice to EagleView identifying a potential Project Participant shall include a detailed description of the scope and nature of the Project Participants' planned work and the intended use of the Delivered Content in such work. EagleView retains the right to restrict or revoke access to Delivered Content by any Project Participant who does not comply with the terms of the Agreement including these Delivered Content terms and conditions.

4. **Geographic Data.** If available, you agree to provide to EagleView geographic data in industry standard format (e.g., shape, DBF) including digital elevation models, street centerline maps, tax parcel maps and centroids, which data, to the extent practicable, shall be incorporated into the Delivered Content. You agree that any of this data that is owned by you may be distributed and modified by EagleView as part of its products and services, provided that at no time shall EagleView claim ownership of that data.

5. **STANDARD ORTHO MOSAIC PRODUCTS.**
   EagleView standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual EagleView ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While EagleView works to minimize such artifacts, without limitation to anything set forth in the Agreement, the EagleView standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible cutlines along mosaic seams resulting from the following types of artifacts:

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

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

6. **RapidAccess—Disaster Response Program ("DRP")**

   A. Disaster Coverage Imagery – If <u>Section A: Product Description, Prices and Payment Terms</u> provides EagleView will provide DRP, then EagleView will, upon request of Customer, provide standard quality imagery of up to 200 square miles of affected areas (as determined by EagleView) upon the occurrence of any of the following events during any period Customer is eligible for DRP:

☐ Hurricane: areas affected by hurricanes of Category 2 and higher.

☐ Tornado: areas affected by tornados rated EF4 and higher.

☐ Terrorist: areas affected by damage from terrorist attack.

☐ Earthquake: areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.

☐ Tsunami: areas affected by damage to critical infrastructure resulting from tsunamis.

Imagery captured through DRP will be captured "as-is".

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.

C. Online Services – Use of Pictometry ConnectExplorer™ – EagleView's DRP includes the use of Connect Explorer for a term of ninety (90) days from the date of delivery of the DRP imagery. Customer shall have access to the DRP imagery for as long as they maintain an active Connect account.

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

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

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

1. **Grant of Rights.** You are granted a nonexclusive, nontransferable, limited right to access and use the Online Services and the Licensed Content obtained or derived from the Online Services solely for your internal business purposes and not for resale or redistribution. The rights granted to you include, subject to the restrictions otherwise set forth in the Agreement, the right to copy limited portions of the Licensed Content onto your computer to facilitate preparation of hardcopies and work product records, and the right to make hardcopies of the Licensed Content, provided that the Licensed Content and the permitted copies thereof may not be sold, leased, loaned, distributed, or copied for use by anyone other than you.

2. **Access.** Only Eligible Users are eligible to access and use the Online Services and the Licensed Content pursuant to the Agreement. Each Eligible User shall be assigned a EagleView Credential for the purposes of accessing the Online Services. You will promptly deactivate an Eligible User's EagleView Credential in the event the Eligible User no longer meets the eligibility requirements or you otherwise wish to terminate the Eligible User's access to the Online Services. You are responsible for all use of the Online Services accessed with EagleView Credentials issued to your Eligible Users, including associated charges, whether by Eligible Users or others.

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

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

1. Grant of Rights. You are granted a nonexclusive, nontransferable, limited right to use and to provide public access to, and use of, the WVO Services solely for purposes of providing access to WVO Licensed Content in response to human-initiated, discrete location-specific requests through a single website operated exclusively by or for you to serve you and your public constituencies and not for resale or redistribution or commercial use of any nature.

2. End-User Access. You shall provide to all end-users of the WVO Services on the page through which they access such services conspicuous notice of the following terms of access: (a) WVO Licensed Content available through the WVO is copyrighted material, (b) end-users of the WVO Services are granted the right to access and view the WVO Licensed Content through the WVO Services for personal use only and not for commercial purposes of any type, (c) end-users of the WVO Services are prohibited from reproducing, reselling, transferring, redistributing or creating derivative works from WVO Licensed Content, (d) all right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the WVO Services and the WVO Licensed Content in all media belongs to the Covered Party , and (e) EagleView takes no responsibility for and shall not be liable for the WVO Licensed Content of its third party suppliers.

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

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

1. Grant of Rights. Subject to the terms and conditions of the Agreement, you are granted a limited, non-transferable, terminable, non-sublicenseable, non-exclusive license to install and use the EagleView Software and the Documentation solely for internal use. Use of the functionality provided by the EagleView Software other than for your internal use is prohibited, except with the prior written approval of EagleView. You may make one copy of the EagleView Software in machine-readable form for backup purposes only; provided that the backup copy must include all copyright and other proprietary notices contained in the original.

2. License Term. The license granted to you pursuant to these Software License terms and conditions will terminate automatically (i) upon termination or expiry of the Agreement for any reason, or (ii) without notice from Pictometry if you fail to comply with any term of the Agreement.

[END OF LICENSE TERMS]

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

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

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

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

2) Capture Contingency: Notwithstanding anything herein to the contrary, EagleView's obligation to provide the Existing Imagery and associated mosaic and tile products set forth in Section A of this Agreement is contingent upon EagleView completing associated image captures for Williamson Central Appraisal District, TX and City of Leander, TX. In the event that EagleView does not complete these image captures, it is under no obligation to provide the Existing Imagery and associated mosaic and tile products set forth in this Agreement.

3) Ownership of Delivered Orthogonal Imagery to Customer: Customer shall own the copies of the orthogonal imagery delivered to Customer by EagleView pursuant to this Order Form. EagleView shall own all copies of the orthogonal imagery, including all formats in which such copies are maintained (including, but not limited to, electronic), that remain in EagleView's possession and reserves all rights thereto. All inventions, discoveries, improvements, technology, designs, works of authorship, patents, copyrights, technical information, data, databases, software, business information, and other information used to create the orthogonal imagery remain the sole and exclusive property of EagleView. All oblique imagery, software, online services and online content, or other deliverables not specifically mentioned above which are produced by EagleView pursuant to this Order Form remain the sole and exclusive property of EagleView.

4) Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

5) Right to Audit: Pictometry agrees that Customer or its duly authorized representatives shall, until the expiration of one (1) year after final payment under this Agreement, have access to and the right to examine and photocopy this Agreement, any amendments or modifications thereto, invoices related to this Agreement, and documents necessary to monitor compliance with the provisions of this Agreement. Pictometry agrees that Customer shall have access during normal working hours to Pictometry's corporate offices, currently located at 25 Methodist Hill Drive, Rochester, New York, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Customer shall give Pictometry thirty (30) days advance written notice of intended audits and such audits shall be limited to once annually. Customer shall be solely responsible for the costs of such audits.
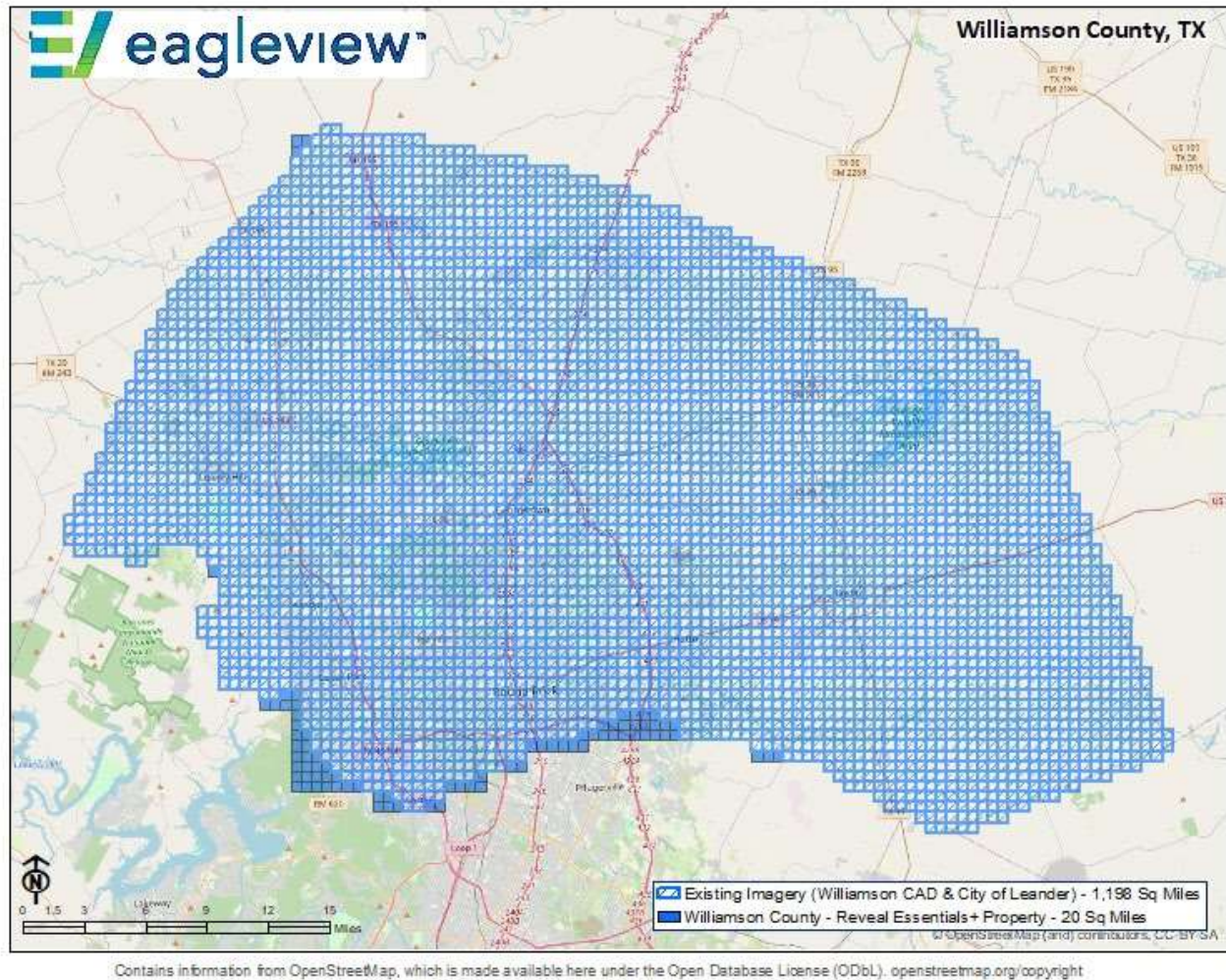
TX Williamson County_ Pictometry Agreement_ 12-10-24_SIGNED

Created:	2024-12-10
By:	Matthew Hurst (matthew.hurst@eagleview.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAX-tLQWl9zDTz52X8UgZgjALt-uiXzaF5

"TX Williamson County_ Pictometry Agreement_12-10-24_SIGNED" History

Document created by Matthew Hurst (matthew.hurst@eagleview.com)
2024-12-10 - 7:59:34 PM GMT

Document emailed to Robert Locke (robert.locke@eagleview.com) for signature
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Email sent to kevin.beers@eagleivew.com bounced and could not be delivered
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Email viewed by Robert Locke (robert.locke@eagleview.com)
2024-12-10 - 8:00:03 PM GMT

Document e-signed by Robert Locke (robert.locke@eagleview.com)
Signature Date: 2024-12-10 - 8:01:01 PM GMT - Time Source: server

Agreement completed.
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