

Assessor's Parcel Number: N/A

Date: JANUARY 9, 2018

Recording Requested By:

Name: ERIC SCHMIDT, TECH SERVICES

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A



00067187201809089280150153

KAREN ELLISON, RECORDER

AGREEMENT #2018.002
(Title of Document)

FILED

BoCC Approved 12/21/17 Item #E

No. 2018.022

AGREEMENT BETWEEN
PICTOMETRY INTERNATIONAL CORP. ("PICTOMETRY") AND
DOUGLAS COUNTY, NV ("CUSTOMER")

2018 JAN -5 AM 10:01

DOUGLAS COUNTY
CLERK
[Signature]
REGISTRY

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
- Software License Agreement

Section C: Non-Standard Terms and Conditions

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

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

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

| CUSTOMER NOTICE ADDRESS | PICTOMETRY NOTICE ADDRESS |
|--|---|
| P.O. Box 218 1615 8th Street | 25 Methodist Hill Drive |
| Minden, NV 89423 | Rochester, NY 14623 |
| Attn: Eric Schmidt, Manager, GIS and IT Customer Service | Attn: Contract Administration |
| Phone: (775) 782-9894 Fax: | Phone: (585) 486-0093 Fax: (585) 486-0098 |

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

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

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

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

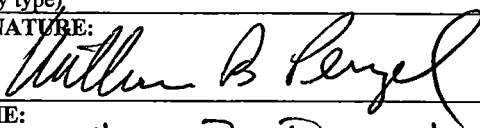
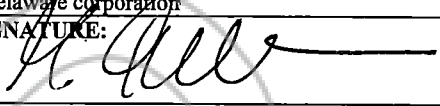
7. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.

8. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.

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

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

PARTIES:

| | |
|---|--|
| CUSTOMER | PICTOMETRY |
| DOUGLAS COUNTY, NV | PICTOMETRY INTERNATIONAL CORP. |
| (entity type) | a Delaware corporation |
| SIGNATURE:  | SIGNATURE:  |
| NAME: William B. Penzel | NAME: Matt Quilter |
| TITLE: Chairman, Board of Commissioners | TITLE: CFO |
| DATE: 12/21/17 | EXECUTION DATE: January 3, 2018 |
| | DATE OF RECEIPT (EFFECTIVE DATE): |

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

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

| |
|----------------|
| ORDER # |
| C1965178 |

| |
|--|
| BILL TO |
| Douglas County, NV |
| Eric Schmidt, Manager, GIS and IT Customer Service |
| P.O. Box 218 1615 8th Street |
| Minden, NV 89423 |
| (775) 782-9894 |
| eschmidt@douglasnv.us |

| |
|--|
| SHIP TO |
| Douglas County, NV |
| Eric Schmidt, Manager, GIS and IT Customer Service |
| P.O. Box 218 1615 8th Street |
| Minden, NV 89423 |
| (775) 782-9894 |
| eschmidt@douglasnv.us |

| | |
|--------------------|------------------|
| CUSTOMER ID | SALES REP |
| A119637 | jwilson |

| FIRST PROJECT | | | | | |
|----------------------|---|--|-------------------|---------------------------|---------------|
| QTY | PRODUCT NAME | PRODUCT DESCRIPTION | LIST PRICE | DISCOUNT PRICE (%) | AMOUNT |
| 755 | IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector | Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use | \$75.00 | \$63.75 (15%) | \$48,131.25 |
| 20 | IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector | Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use | \$595.00 | \$505.75 (15%) | \$10,115.00 |
| 1 | High Elevation Project Fee | The High Elevation Project Fee is for any wide-area imagery projects for which any of the Community imagery sectors cover ground elevations in the range of 7,500 ft to 12,500 ft. Applicable Terms and Conditions: Order Form | \$25,000.00 | \$10,000.00 (60%) | \$10,000.00 |
| 755 | Tiles - Standard (9in GSD; JPG format) Per Sector | Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use | \$10.00 | \$5.00 (50%) | \$3,775.00 |
| 20 | Tiles - Standard (3in GSD; JPG format) Per Sector | Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use | \$20.00 | \$10.00 (50%) | \$200.00 |
| 1 | Media Drive Capacity 931G - Drive Model 1T - EXTPOWER | External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form | \$199.00 | | \$199.00 |
| 755 | Mosaic - Area Wide (9in GSD; MrSID format, combined) Per Sector | Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use | \$0.50 | \$0.25 (50%) | \$188.75 |
| 20 | Mosaic - Area Wide (3in GSD; MrSID format, combined) Per Sector | Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. | \$2.00 | \$1.00 (50%) | \$20.00 |

| | | | | | |
|---------------------------------|--|--|--------|--|--------------------|
| | | Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use | | | |
| 1 | Oblique Imagery Bundle with Two (2) Years of EFS Maintenance & Support | Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement | \$0.00 | | \$0.00 |
| 1 | RapidAccess - Disaster Response Program | RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form | \$0.00 | | \$0.00 |
| SUBTOTAL – FIRST PROJECT | | | | | \$72,629.00 |

SECOND PROJECT

| QTY | PRODUCT NAME | PRODUCT DESCRIPTION | LIST PRICE | DISCOUNT PRICE (%) | AMOUNT |
|-----|---|--|------------|--------------------|-------------|
| 137 | IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector | Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use | \$450.00 | \$405.00 (10%) | \$55,485.00 |
| 123 | IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector | Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use | \$100.00 | \$90.00 (10%) | \$11,070.00 |
| 137 | Tiles - Standard (3in GSD; JPG format) Per Sector | Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use | \$20.00 | \$10.00 (50%) | \$1,370.00 |
| 123 | Tiles - Standard (9in GSD; JPG format) Per Sector | Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use | \$10.00 | \$5.00 (50%) | \$615.00 |
| 1 | Media Drive Capacity 931G - Drive Model 1T - EXTPOWER | External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form | \$199.00 | | \$199.00 |
| 137 | Mosaic - Area Wide (3in GSD; MrSID format, combined) Per Sector | Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use | \$2.00 | \$1.00 (50%) | \$137.00 |
| 123 | Mosaic - Area Wide (9in GSD; MrSID format, combined) Per Sector | Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use | \$0.50 | \$0.25 (50%) | \$30.75 |
| 1 | RapidAccess - Disaster Response Program | RapidAccess - Disaster Response Program is an emergency response program offering flights after an | \$0.00 | | \$0.00 |

| | | | | | |
|----------------------------------|--|--|--------|--|--------------------|
| | | emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form | | | |
| 1 | Oblique Imagery Bundle with Two (2) Years of EFS Maintenance & Support | Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement | \$0.00 | | \$0.00 |
| SUBTOTAL – SECOND PROJECT | | | | | \$68,906.75 |

| THIRD PROJECT | | | | | |
|----------------------|--|--|-------------------|---------------------------|---------------|
| QTY | PRODUCT NAME | PRODUCT DESCRIPTION | LIST PRICE | DISCOUNT PRICE (%) | AMOUNT |
| 137 | IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector | Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use | \$450.00 | \$427.50 (5%) | \$58,567.50 |
| 123 | IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector | Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use | \$100.00 | \$95.00 (5%) | \$11,685.00 |
| 137 | Tiles - Standard (3in GSD; JPG format) Per Sector | Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use | \$20.00 | \$10.00 (50%) | \$1,370.00 |
| 123 | Tiles - Standard (9in GSD; JPG format) Per Sector | Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use | \$10.00 | \$5.00 (50%) | \$615.00 |
| 1 | Media Drive Capacity 931G - Drive Model 1T - EXTPOWER | External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form | \$199.00 | | \$199.00 |
| 137 | Mosaic - Area Wide (3in GSD; MrSID format, combined) Per Sector | Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use | \$2.00 | \$1.00 (50%) | \$137.00 |
| 123 | Mosaic - Area Wide (9in GSD; MrSID format, combined) Per Sector | Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use | \$0.50 | \$0.25 (50%) | \$30.75 |
| 1 | Oblique Imagery Bundle with Two (2) Years of EFS Maintenance & Support | Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated | \$0.00 | | \$0.00 |

| | | | | | |
|---------------------------------|---|---|--------|--|--------------------|
| | | versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement | | | |
| 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 |
| SUBTOTAL – THIRD PROJECT | | | | | \$72,604.25 |

| | | |
|---|--------------|---------------------|
| Thank you for choosing Pictometry as your service provider. | TOTAL | \$214,140.00 |
|---|--------------|---------------------|

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

FEES; PAYMENT TERMS

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

FIRST PROJECT

| | |
|---|--------------------|
| Due at Signing | \$10,379.58 |
| Due at Initial Shipment of Imagery | \$31,138.79 |
| Due at First Anniversary of Shipment of Imagery | \$31,110.63 |
| Total Payments | \$72,629.00 |

SECOND PROJECT

| | |
|---|--------------------|
| Due at Initial Shipment of Imagery | \$34,636.75 |
| Due at First Anniversary of Shipment of Imagery | \$34,270.00 |
| Total Payments | \$68,906.75 |

THIRD PROJECT

| | |
|---|--------------------|
| Due at Initial Shipment of Imagery | \$36,485.50 |
| Due at First Anniversary of Shipment of Imagery | \$36,118.75 |
| Total Payments | \$72,604.25 |

PRODUCT PARAMETERS

**FIRST PROJECT
IMAGERY**

| | |
|--------------------------|--|
| Product: | IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector |
| <i>Elevation Source:</i> | Public Avail - NED/USGS/GeoBase |
| <i>Leaf:</i> | Leaf Off: Less than 30% leaf cover |

| | |
|--------------------------|---|
| Product: | IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector |
| <i>Elevation Source:</i> | Public Avail - NED/USGS/GeoBase |
| <i>Leaf:</i> | Leaf Off: Less than 30% leaf cover |

SECOND PROJECT

IMAGERY

Product:
Elevation Source:
Leaf:

IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector
Public Avail - NED/USGS/GeoBase
Leaf Off: Less than 30% leaf cover

Product:
Elevation Source:
Leaf:

IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector
Public Avail - NED/USGS/GeoBase
Leaf Off: Less than 30% leaf cover

THIRD PROJECT IMAGERY

Product:
Elevation Source:
Leaf:

IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector
Public Avail - NED/USGS/GeoBase
Leaf Off: Less than 30% leaf cover

Product:
Elevation Source:
Leaf:

IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector
Public Avail - NED/USGS/GeoBase
Leaf Off: Less than 30% leaf cover

STANDARD ORTHO MOSAIC PRODUCTS

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

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

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

RapidAccess—Disaster Response Program (“DRP”)

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

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

SECTION B

LICENSE TERMS

PICTOMETRY DELIVERED CONTENT TERMS AND CONDITIONS OF USE

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

1. DEFINITIONS

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

2. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 2.1 Subject to the terms and conditions of the Agreement, you are granted nonexclusive, nontransferable, limited rights to:
 - (a) install the Delivered Content on Authorized Systems;
 - (b) permit access and use of the Delivered Content through Authorized Systems by:
 - (i) Authorized Users for performance of public responsibilities of you or Authorized Subdivisions that are to be performed entirely within facilities of you or Authorized Subdivisions;
 - (ii) Project Participants under the supervision of Authorized Users for performance of tasks or preparation of materials using only hard copies (or jpg copies) of Delivered Content solely for fulfilling public responsibilities of you or Authorized Subdivisions to be performed entirely within facilities of you or Authorized Subdivisions; and
 - (iii) individual members of the public, but only through Authorized Users and solely for the purpose of making hard copies or jpg copies of images of individual properties or structures (but not bulk orders of multiple properties or structures) to the individual members of the public requesting them.
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- 3.1 **Geographic Data.** If available, you agree to provide to Pictometry geographic data in industry standard format (e.g., shape, DBF) including, but not limited to, digital elevation models, street centerline maps, tax parcel maps and centroids, which data, to the extent practicable, shall be incorporated into the Delivered Content. You agree that any of this data that is owned by you may be distributed and modified by Pictometry as part of its products and services, provided that at no time shall Pictometry claim ownership of that data.
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- 4.2 **Effect of Termination.** Upon termination of the license granted to you in the Delivered Content Terms and Conditions, you shall immediately cease all use of the Delivered Content, promptly purge all copies of the Delivered Content from all workstations and servers on which any of it may be stored or available at the time, and return hard drive/media containing Delivered Content to Pictometry.

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- 6.1 Limited Warranties; Exclusive Remedy.** Pictometry warrants that the Delivered Content will contain true and usable copies of the designated imagery as of the date of capture. As the sole and exclusive remedy for any breach of the foregoing warranty, Pictometry shall use reasonable efforts to correct any deficiency that precludes use of the Delivered Content in the manner intended.
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[END OF DELIVERED CONTENT TERMS AND CONDITIONS]

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SECTION C

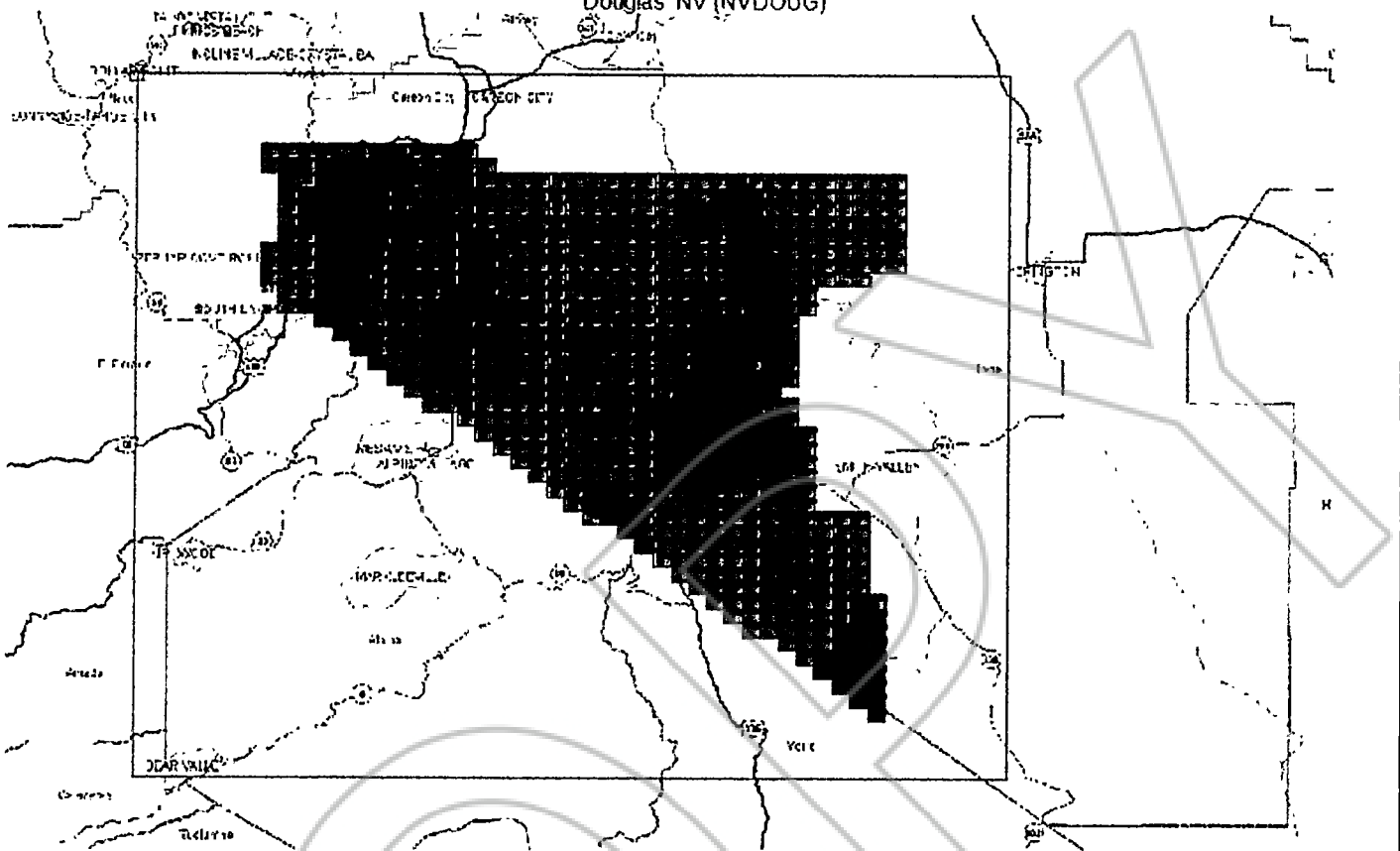
NON-STANDARD TERMS AND CONDITIONS

1. Section 2.1(b)(iii) has been restated to read as follows: (iii) individual members of the public, but only through Authorized Users and solely for the purpose of making hard copies or jpg copies of images of individual properties or structures (but not bulk orders of multiple properties or structures, except as required by law or by order of a court of competent jurisdiction) to the individual members of the public requesting them.
2. Public Records: Pictometry acknowledges that this Agreement and certain documentation (collectively 'Records') may be subject to public record requests. Should the Customer reasonably believe that Records, in whole or in part, are subject to production via a valid, properly submitted request made under the Public Records Law, the County will promptly notify Pictometry of such request providing five (5) business days advance notice prior to producing any of the requested Records. Pictometry explicitly reserves the right to object to any such production and to pursue any and all remedies it has in both law and in equity to prevent the release of such Records. Pictometry may impose a reasonable fee for the production of records pursuant to the Public Records Law and the County may require such fee to be paid by the requestor as permitted by law.
3. The County is subject to the Nevada Local Government Budget and Finance Act. As such, County's obligation for payment on each Project is contingent on the availability of County funds, provided however that the County shall notify Pictometry in writing of County's failure to appropriate sufficient funds to pay for the Second or Third Project by no later than October 1 of 2019 or 2021, respectively. Such notification may terminate and extinguish each Party's obligation or as the County deems appropriate, the County may elect to postpone the County's obligation for a period of one year with respect to the Project for which the County has provided notice and all subsequent Projects as applicable. Such notification shall not be grounds for Pictometry to terminate the license granted to County in any Delivered Content for Projects in which County has paid, in full, the fees required. Such notification shall not affect County's obligation for payments on any Project for which the "Initial Shipment of Imagery" date predates County's notice. In the event that the postponement exceeds eighteen months, Pictometry reserves the right to terminate any and all obligations with respect to the postponed project and all subsequent projects included in this Agreement.

[END OF NON-STANDARD TERMS AND CONDITIONS]

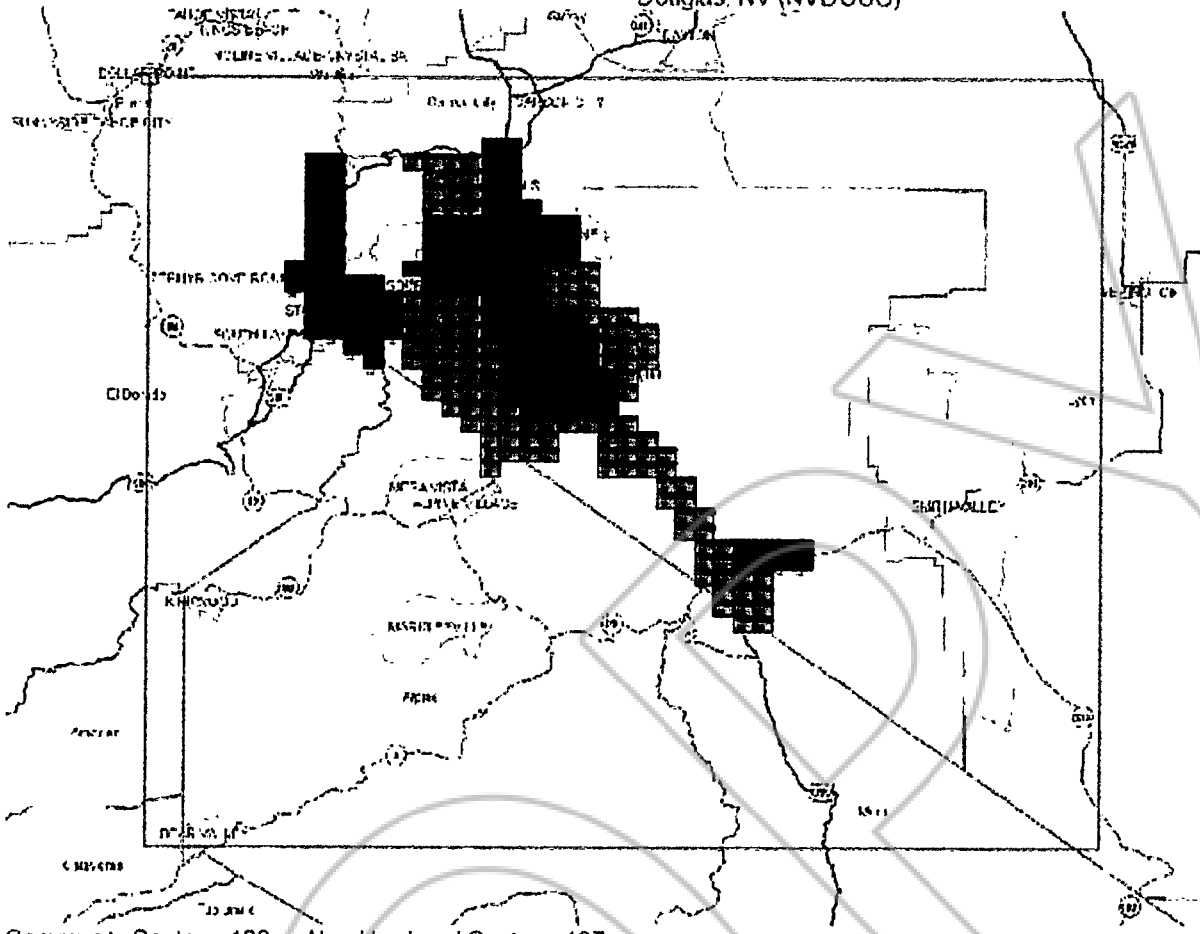
SECTOR MAP(S)

Douglas NV (NVDOUG)



Community Sectors 755 Neighborhood Sectors 20

Douglas, NV (NVDOUG)



Community Sectors 123 Neighborhood Sectors 137

Douglas County State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

9th day of January 2018
By: [Signature] Deputy