

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

| Fiscal Years | 2008 | 2009 | 2010 | 2011 | 2012 |
|--------------------------|-------------|-------------|-------------|-------------|-------------|
| Capital Expenditures | \$ 0 | \$0 | 0 | 0 | 0 |
| Operating Costs | 0 | 0 | 0 | 0 | 0 |
| External Revenues | 0 | 0 | 0 | 0 | 0 |
| Program Inc (County) | 0 | 0 | 0 | 0 | 0 |
| In-Kind Match (County) | 0 | 0 | 0 | 0 | 0 |
| NET FISCAL IMPACT | \$ 0 | \$ 0 | \$ 0 | \$ 0 | \$ 0 |

Additional FTE Positions (Cumulative) 0 0 0 0 0

Is Item Included in Current Budget Yes ___ No ___

Budget Account Number(s): Fund Dept. Unit Object

B. Recommended Sources of Funds / Summary of Fiscal Impact

C. Department Fiscal Review: Suzanne Feehan Leslie 12/27/07

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

No additional fiscal impact.

Janet D... 1-4-08
OFMB
(LED) 11/3/08 11/2/08

John J. J... 11/7/07
Contract Administration
11/7/08
This Addendum complies with our review requirements.

B. Legal Sufficiency:

Paul F. J... 11/7/08
Assistant County Attorney

C: Other Department Review:

Department Director



ADDENDUM TO LICENSE AGREEMENT

ADDENDUM TO LICENSE AGREEMENT BETWEEN Pictometry International Corp (Pictometry) and Palm Beach County, FL (Licensee), dated the 19th day of June 2007.

(In the event any provision of this Addendum conflicts in whole or in part with the terms of the License Agreement, the provisions of this Addendum shall control.)

Original Schedule A Deliverables

*** There are no Revisions/Changes in Original Deliverables. All remain the same.**

New Deliverables per this Addendum

*** ActiveX Control SDK at no additional cost to the County of Palm Beach.**

NOTE: No additional fees apply to the original License Agreement for this additional deliverable.

The undersigned approves and accepts this addendum and acknowledges this addendum, and any attachments, to be a part of the License Agreement. All other terms and conditions to remain the same.

PICTOMETRY INTERNATIONAL, Corp.

Licensee: Palm Beach County, FL

By: Michael J. Neary

By: _____

Name: Michael J. Neary

Name: Addie L. Greene, Chairperson

Title: Senior Vice President, Administration

Title: Chairperson

Address: 100 Town Centre Drive, Suite A

Address: 301 N. Olive Avenue

Rochester, NY 14623

West Palm Beach, FL 33401

Date: Dec 20, 2007

Date: _____



Software Developer Kit License Agreement

This Pictometry Software Developer Kit ("SDK") License Agreement is a legal agreement between you (either an individual or a single business entity) ("LICENSEE") and Pictometry Inc ("PICTOMETRY") for the Pictometry SDK package ("SOFTWARE"). The SOFTWARE refers to the source code, libraries, executables, sample source code, and the Pictometry SDK documentation for SDK components listed here: _____.

By installing, copying, downloading or otherwise using the SOFTWARE, Licensee agrees to be bound by the terms of this License Agreement. If Licensee does not agree to the terms of this License Agreement, do not install or use the SOFTWARE.

1. License grant. This agreement permits the LICENSEE the non-exclusive right to use the SOFTWARE for development purposes. The SOFTWARE may be used only on computers owned, leased, or otherwise controlled by Licensee and Licensee may only use the number of copies licensed from Pictometry.

2. Derivative Works. PICTOMETRY grants Licensee a non-exclusive right to distribute "Derivative Works" (the applications and/or program code Licensee creates based on the SOFTWARE) worldwide where there are no charges for the Derivative Work.

3. Term. The Imagery and SDK Period shall be until _____ beginning on the last date of the signatures on this Agreement.

4. Restrictions.

4.1. Derivative Works may only be used with Pictometry Products that are legally licensed.

4.2. Licensee may not distribute, sell, rent, lease, resell for profit, all or any portion of the Derivative Works; or Licensee may not redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the SOFTWARE without a Distributor or Reseller Agreement from Pictometry International Corp.

4.3. Licensee may not decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code of the SOFTWARE. Licensee must take reasonable precautions to ensure Licensee actions do not lead to a third party doing the same.

5. Confidential Information.

5.1. "Confidential Information" means any and all information exchanged between the Parties. Confidential Information includes, but is not limited to: Pictometry's product(s), hardware, software, process, procedures, production units, manufactured goods, copyright, copyrightable, patent and patentable information; current and prospective customer confidential information; procedures; manuals; technical manuals; supply and manufacturing sources and resources; data, records, and reports; sales and market data of every kind and description, business plans, general and specific; existing and potential business opportunities; confidential reports; acquisitions and/or other partnership arrangements between the Parties; and/or Trade Secrets and/or information referring to Trade Secrets.

5.2. "Trade Secrets" means any scientific, technical or business information, design, process, procedure, formula or improvement that is commercially valuable and whose confidentiality affords its owner a competitive advantage over its competitors.

5.3. Licensee acknowledges that information disclosed by Pictometry to Licensee in conjunction with the Licensed Product(s) or Pictometry's business plans or processes is Confidential Information and proprietary and of substantial value to Pictometry; which value may be lost if the secrecy of such information is not strictly maintained. Licensee agrees to exercise no less than the same degree of care that it exercises, or in the observance of reasonable care should exercise, with respect to its own confidential and proprietary information of equal importance to it. Licensee agrees that it will not make use of, disseminate, or in any way disclose Confidential Information or Trade Secrets without Pictometry's prior written consent.

6. Copyright. All title and intellectual property rights in and to the SOFTWARE and any copies of the SOFTWARE are owned by PICTOMETRY. All title and intellectual property rights in and to the content which may be accessed through use of the SOFTWARE is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This License Agreement grants Licensee no rights to use such content.

7. Representations. Licensee shall make no representations on behalf of Pictometry when distributing the Derivative Works and shall include statements disclaiming any liability for the Derivative Works by Pictometry.

8. NO WARRANTIES. Pictometry expressly disclaims any warranty for the SOFTWARE. THE SOFTWARE AND ANY RELATED DOCUMENTATION IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SOFTWARE REMAINS WITH LICENSEE.

9. LIMITATION OF LIABILITY. IN NO EVENT SHALL PICTOMETRY OR ITS SUPPLIERS BE LIABLE TO LICENSEE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OF ANY KIND ARISING OUT OF THE DELIVERY, PERFORMANCE, OR USE OF THE SOFTWARE, EVEN IF PICTOMETRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT,



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Visual Intelligence

PICTOMETRY'S LIABILITY FOR ANY CLAIM, WHETHER IN CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY WILL NOT EXCEED THE GREATER OF \$1.00 OR LICENSE FEE PAID BY LICENSEE.

10. Export Control. Licensee agrees to comply fully with the export control laws of the United States Government with respect to commercial and technical data and information provided by Pictometry and further agrees there will be no further disclosure unless explicitly permitted by U. S. export control laws and regulations.

11. Breach. In the event of the breach any terms of this Agreement by the Licensee, Pictometry shall have the right to require the Licensee to immediately terminate its demonstration and evaluation of the Products and return the Products to Pictometry's possession. Pictometry also shall be entitled to recover any damages it incurs as a result of the breach of this Agreement by Licensee, including Pictometry's costs and reasonable attorney's fees.

12. Termination. Upon termination of this Agreement, Licensee shall return to Pictometry all copies of the Product(s), Product Documentation and any other Confidential Information in its possession. Upon request, Licensee shall also certify to Pictometry in writing that all such copies of the Pictometry Products have been returned to Pictometry, deleted from Licensee's computer system or otherwise destroyed.

Should Licensee have any questions concerning this Agreement, or if you desire to contact Pictometry for any reason, please write: Pictometry, 100 Town Centre Drive, Rochester NY 14623.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective on the latest of the signature dates specified below.

Licensee: Palm Beach County Board of County Commissioners

Relationship: Customer

Name Kelly W. Ratchinsky

Title Countywide GIS Coordinator

Address 2300 N. Jog Road

West Palm Beach, FL 33411

Phone 561-681-3958

Email kratchin@pbcgov.com

Pictometry Requestor: Carl Decatur

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

JUN 19 2007

This Contract is made as of the _____ day of _____, 200__, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and Pictometry International, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. is 16-1595473.

In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area of licensed imagery, software products and services, as more specifically set forth in the Scope of Work detailed in Schedule "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be Kelly Ratchinsky, Countywide GIS Coordinator, telephone no. (561) 681-3958.

The CONSULTANT'S representative/liaison during the performance of this Contract shall be CARL DECATOR, telephone no. 813-926-5720.

ARTICLE 2 - SCHEDULE

- A. The CONSULTANT shall commence services on June 19, 2007 and complete all services by June 19, 2009.
- B. The initial tasks performed by the CONSULTANT are detailed in Schedule "A" and Task Order No. 1. Additional Task Orders may be issued by the COUNTY or authorized by representatives of the Property Appraiser and/or the Sheriff's Office at the rates set forth in Schedule "A". The COUNTY is hereby granted the option to extend this contract upon the same terms and conditions and at the pricing set forth in Schedule "A" for two (2) additional two-year periods upon ninety (90) days prior written notice to the CONSULTANT.
- C. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Schedule "A".

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.

- B. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the COUNTY. This shall constitute CONSULTANT'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the CONSULTANT.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONSULTANT'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be terminated by the CONSULTANT upon sixty (60) days' prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY. Upon termination, all licensed products need to be returned to Pictometry.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required herein under shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY'S representative before said change or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONSULTANT'S personnel (and all Subcontractors) while on County premises will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 7 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the CONSULTANT uses any subcontractors on this project the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations.

The CONSULTANT agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.

The CONSULTANT understands that each SBE firm utilized on this Contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

The CONSULTANT shall provide the COUNTY with a copy of the CONSULTANT's contract with any SBE subcontractor or any other related documentation upon request.

The CONSULTANT understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of this Contract as it relates to the use of SBE firms.

The CONSULTANT will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with another certified SBE in order to maintain the SBE percentages established in this Contract. Requests for substitutions of SBE's must be submitted to the COUNTY's representative and to the Office of Small Business Assistance.

The CONSULTANT shall be required to submit to the COUNTY Schedule 1 (Participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) to further indicate the specific participation anticipated, where applicable.

The CONSULTANT agrees to maintain all relevant records and information necessary to document compliance pursuant to Palm Beach County Code, Chapter 2, Article III, Sections 2-71 through 2-80.13 and any revisions thereto, and will allow the COUNTY to inspect such records.

ARTICLE 8 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this contract for subsequent fiscal year's is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE 10 - INSURANCE

- A. CONSULTANT shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. CONSULTANT shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the contract.
- B. **Commercial General Liability** CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. CONSULTANT shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** CONSULTANT shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, non-owned and hired automobiles. In the event CONSULTANT doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing CONSULTANT to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. CONSULTANT shall provide this coverage on a primary basis.
- D. **Worker's Compensation Insurance & Employers Liability** CONSULTANT shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. CONSULTANT shall provide this coverage on a primary basis.
- E. **Additional Insured** CONSULTANT shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read

“Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents.” CONSULTANT shall provide the Additional Insured endorsements coverage on a primary basis.

- F. **Waiver of Subrogation** CONSULTANT hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.
- G. **Certificate(s) of Insurance** Prior to execution of this Contract, CONSULTANT shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to
- Palm Beach County ISS
c/o Penny Anderson
2300 N. Jog Road, 4th Floor
West Palm Beach, FL 33411
- H. **Umbrella or Excess Liability** If necessary, CONSULTANT may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- I. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 11 - INDEMNIFICATION

CONSULTANT shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or

appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of CONSULTANT due to physical damage or negligence. The product is to be used for visualization and reference only and is not intended to be authoritative. The CONSULTANT cannot indemnify the COUNTY for any claim or damage for the misuse of licensed products.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONSULTANT.

ARTICLE 13 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 14 - CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. The CONSULTANT further represents that no person having any such conflict of interest shall be employed for said performance of services.

The CONSULTANT shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the

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CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the CONSULTANT'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 - ARREARS

The CONSULTANT shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. Subject to the General License Terms and Conditions Attachment B to Schedule A, Scope of Work, all drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S licensed property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the

consummation of the transactions contemplated hereby.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 19 - CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 20 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

ARTICLE 21 - NONDISCRIMINATION

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

ARTICLE 22 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses

and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 23 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24- PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 25 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the COUNTY'S notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved and executed on behalf of Palm Beach County.

ARTICLE 26 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Kelly Ratchinsky, Countywide GIS Coordinator
2300 N. Jog Road, 4th Floor
West Palm Beach, FL 33411

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave.
West Palm Beach, Florida 33401

If sent to the CONSULTANT, notices shall be addressed to:

PICTOMETRY INTERNATIONAL CORP
ATTN: MICHAEL J. NEARY
100 TOWN CENTRE DRIVE - SUITE A
ROCHESTER, N.Y. 14623

ARTICLE 27 - CRIMINAL HISTORY RECORDS CHECK

The CONSULTANT shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if CONSULTANT'S employees or subcontractors are required under this contract to enter a "critical facility" as identified in Resolution R-2003-1274. The CONSULTANT acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the CONSULTANT shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

ARTICLE 28 - REGULATIONS; LICENSING REQUIREMENTS:

The CONSULTANT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

ARTICLE 29 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25- Modifications of Work.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONSULTANT has hereunto set its hand the day and year above written.

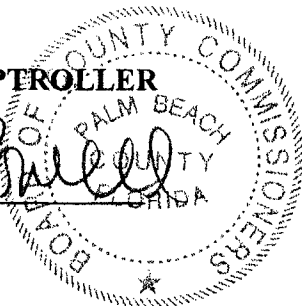
R2007 1010

JUN 19 2007

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

By: Jacey Powell
Deputy Clerk



By: Addie L. Greene
Addie Greene, Chairperson

WITNESS:

[Signature]

Signature

Carl Decator
Name (type or print)

[Signature]
Signature

M. A. Couture
Name (type or print)

CONSULTANT:

PICTOMETRY INTERNATIONAL, CORP.

[Signature]
Signature

Typed Name MICHAEL J. NEARY

SR. VICE PRESIDENT ADMINISTRATION
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Paul F. J.
County Attorney

(corp. seal)

APPROVED AS TO TERMS
AND CONDITIONS

By: Steve Bodelon
Department Director

R2007 1011
JUN 19 2007

6

TASK ORDER # 1 CONSULTANT Pictometry International Corp.

ACCOUNT # 3901-491-M010-6508 CONTRACT R

COUNTY PROJECT MANAGER Kelly Ratchinsky PHONE 355-4275

PROJECT NAME 2007 PBC Color Oblique Digital Imagery

LOCATION Palm Beach County Urban Areas

TASK DESCRIPTION Licensed imagery, software products and services as outlined in Schedule A - Scope of Work

DELIVERABLES +/- See Attached DUE DATE August 31, 2007

TASK ORDER TYPE Lump Sum RETAINAGE 10%

TOTAL AMOUNT Not to exceed \$300,000 paid over 2 years split equally between the Property Appraiser, Sheriff and Palm Beach County

PROJECT MANAGER [Signature] DATE 5/16/07
Kelly Ratchinsky

CONSULTANT [Signature] DATE _____
Printed Name/Title: MICHAEL J. NEARY, SR. VP. ADMINISTRATION

PALM BEACH COUNTY SHERIFF
[Signature]
Ric L. Bradshaw

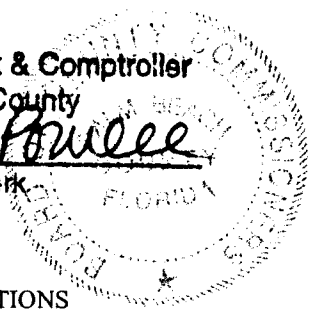
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
[Signature]
Addie L. Greene, Chairperson

PALM BEACH COUNTY PROPERTY APPRAISER
[Signature]
Gary R. Nikolits

Sharon R. Bock, Clerk & Comptroller
Palm Beach County
By [Signature]
Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
[Signature]
County Attorney

APPROVED AS TO TERMS AND CONDITIONS
[Signature]
ISS Department Director



SCHEDULE "A"

SCOPE OF WORK

I. The following products shall be delivered to PALM BEACH COUNTY, FL ("Licensee") by Pictometry International Corp.:

A. Pictometry International Corp. will provide Licensed Images procured with a 11 mega pixel camera:

- 1) Community Images covering 2095 sectors of the Licensee as indicated on the attached map. Each sector will have approximately:
 - a. 4 Ortho-rectified images.
 - b. 2 Oblique images.
 - c. 2 Oblique images taken from the opposite direction to (b) above.

12" Two Way Community:

14" Community Oblique Images \$ 40 per sector per year
Price Less 50% Discount \$ 20
\$ 20@ 2095 Sectors = \$ 41,900 /year – 1st Image Capture

12" Community Ortho Images \$ 5.00 per sector per year
Less 50% Discount \$ 2.50
\$ 2.50@ 0 Sectors = \$ -0- /year – 1st Image Capture

Second Capture 5% Discount

14" Community Oblique Images \$ 40 per sector per year
Price Less 50% Discount \$ 20
Less 5% \$ 19@ 2095 Sectors = \$ 39,805 /year – 2nd Image Capture

12" Community Ortho Images \$ 5.00 per sector per year
Less 50% Discount \$ 2.50
Less 5% \$ 2.375@ 0 Sectors = \$ -0-/year – 2nd Image Capture

Third Capture 10% Discount

14" Community Oblique Images \$ 40 per sector per year
Price Less 50% Discount \$ 20
Less 10% \$ 18@ 2095 Sectors = \$ 37,710 /year – 3rd Image
Capture

12" Community Ortho Images \$ 5.00 per sector per year
Less 50% Discount \$ 2.50
Less 10% \$ 2.25@ 0 Sectors = \$ -0-/year – 3rd Image Capture

- 2) **Four Way Neighborhood Images** covering 700 sectors of the Licensee as indicated on the attached map. Each sector will have approximately:
 - a. 50 Ortho-rectified images.
 - b. 100 Oblique images. 25 each from four perpendicular directions.

4" Neighborhood Oblique Images \$300 per sector per year
 Price Less 50% Discount \$150
 \$150@ 700 Sectors = \$ 105,000 /year – 1st Image Capture

4" Neighborhood Ortho Images \$15.00 per sector per year
 Less 50% Discount \$ 7.50
 \$ 7.50@ 0 = \$ -0-/year – 1st Image Capture

Second Capture 5% Discount

4" Neighborhood Oblique Images \$300 per sector per year
 Price Less 50% Discount \$150
 Less 5% \$142.50@ 700 Sectors = \$ 99,750/year – 2nd Image Capture

4" Neighborhood Ortho Images \$15.00 per sector per year
 Less 50% Discount \$ 7.50
 Less 5% \$7.125@ 0 Sectors = \$ -0-/year – 2nd Image Capture

Third Capture 10% Discount

4" Neighborhood Oblique Images \$300 per sector per year
 Price Less 50% Discount \$150
 Less 10% \$135@ 700 Sectors = \$ 94,500 /year – 3rd Image Capture

4" Neighborhood Ortho Images \$15.00 per sector per year
 Less 50% Discount \$ 7.50
 Less 10% \$ 6.75@ 0 Sectors = \$ -0-/year – 3rd Image Capture

- 3) Approximately 1 orthorectified mosaic tile per sector, at a 1 foot pixel resolution, for the full County coverage area.

-0- Ortho Sector Tiles = No Additional Charge

- 4) ArcIMS Integration. Includes software, scripts and one (1) additional hour of support for the integration. *Order Form/Deployment Notice must be attached.*

Integration for 2 Servers @ \$595 per server = \$ 1,190.00

- 5) Modules to allow EFS to interface with E-911 systems

Unlimited seats in all PSAP(s) = \$ 15,000

e-911 Grant: The County will be given a grant totaling \$15,000 to offset the cost of the Pictometry modules needed to allow EFS to interface with e-911 systems.

- 6) Images are to be delivered with an image size of approximately 4-6 MB.

B. US Census Bureau TIGER line files of County or a base map supplied by Licensee.

C. DEMS (Digital Elevation Models) – check one:

U.S.G.S Digital Elevation Models (DEMs) (provided by Pictometry)

DEMs in ArcINFO's X-Y-Z Text Format (provided by Licensee).
 Licensee DEMs must be provided to Pictometry within 30 days of signing this agreement.

2. Documentation: Pictometry International Corp. shall furnish 1 digital copy of the Licensed Documentation for the Licensed Software.
3. Training: Pictometry International Corp. shall conduct two End User orientation sessions of up to 25 people for employees of the Licensee or Authorized Subdivisions thereof at the Licensee's site. In addition there will be Advanced User technical training for one group of up to 10 people using Licensee computers.
4. Telephone Support: Pictometry shall provide 10 hours of telephone support to the people who have completed the Advanced User technical training and who are individually identified by Licensee.
5. Licensed Software: Pictometry International Corp. shall supply one copy of the Pictometry Electronic Field Study (EFS) software, latest version, on the Storage Media supplied as specified herein. Licensee and Authorized Users may download updated versions of the Licensed Software free of charge for a period of two years from the date of installation, along with a copy of the updated documentation. General License Terms and Conditions are also attached to this Scope of Work.
6. Annual License Fee of One Hundred Forty-Six Thousand, Nine Hundred Dollars (\$ 146,900.00)
 - This is the Annual License Fee for the Licensed Images, Licensed Software, Licensed Documentation and support.
 - The initial duration of the License is two (2) years at the above Annual License Fee.
 - Licensee is granted a Perpetual License for all Licensed Images at no additional cost.
 - At the end of this License Term, Support and Maintenance for Licensed Software may be continued by:
 - Entering into a new license for new images, or
 - Paying an annual Support and Maintenance Fee of 5% of the Annual License Fee.
 - **Pictometry Economic Alliance Partnership** – Licensee shall be eligible for the Pictometry Economic Alliance Partnership as outlined on Schedule E.
 - The annual cost of the Images is fixed for a period of one (1) year from the date of this License Agreement with Pictometry.
7. Storage Media. Delivery media will be a 1.2 TB storage device delivered by (and purchased from) Pictometry at a cost of \$ 965.00.
8. Total Cost: The Total Cost of this License Agreement is Two Hundred Ninety-Five Thousand, Nine Hundred Sixty Dollars (\$ 295,960.00) broken down as follows:

First Year

| | |
|--------------------------|-----------------|
| Annual Image License Fee | \$ 146,900.00 |
| ArcIMS Integration | \$ 1,195.00 |
| e-911 Modules | \$ 15,000.00 |
| e-911 GRANT | (\$ 15,000.00) |
| Delivery Media | \$ 965.00 |

First Year Total \$ 149,060.00

Second Year

| | |
|--------------------|---------------|
| Annual License Fee | \$ 146,900.00 |
|--------------------|---------------|

Second Year Total \$ 146,900.00

9. Taxes: All License Fees or other prices listed in this Agreement are exclusive of Federal, State and Local taxes. Licensee will be responsible for any taxes due under this License Agreement.

10. Payment:

All delivery efforts by Pictometry International Corp. shall be coordinated with the Licensee. Payment shall be due as indicated below. It is understood that the payment schedule is for the convenience of the Licensee. All monies are considered earned upon delivery of the Image Library. Fees past due for 30 days shall be charged a late fee of 1.5% per month.

Payment Breakdown:

Down payment due at signing = \$ -0- Predicated on purchasing under Pictometry's GSA Schedule 70 Agreement

Amount Due on Image Library Delivery = \$ 149,060.00

Amount due on one-year anniversary of delivery = \$ 146,900.00

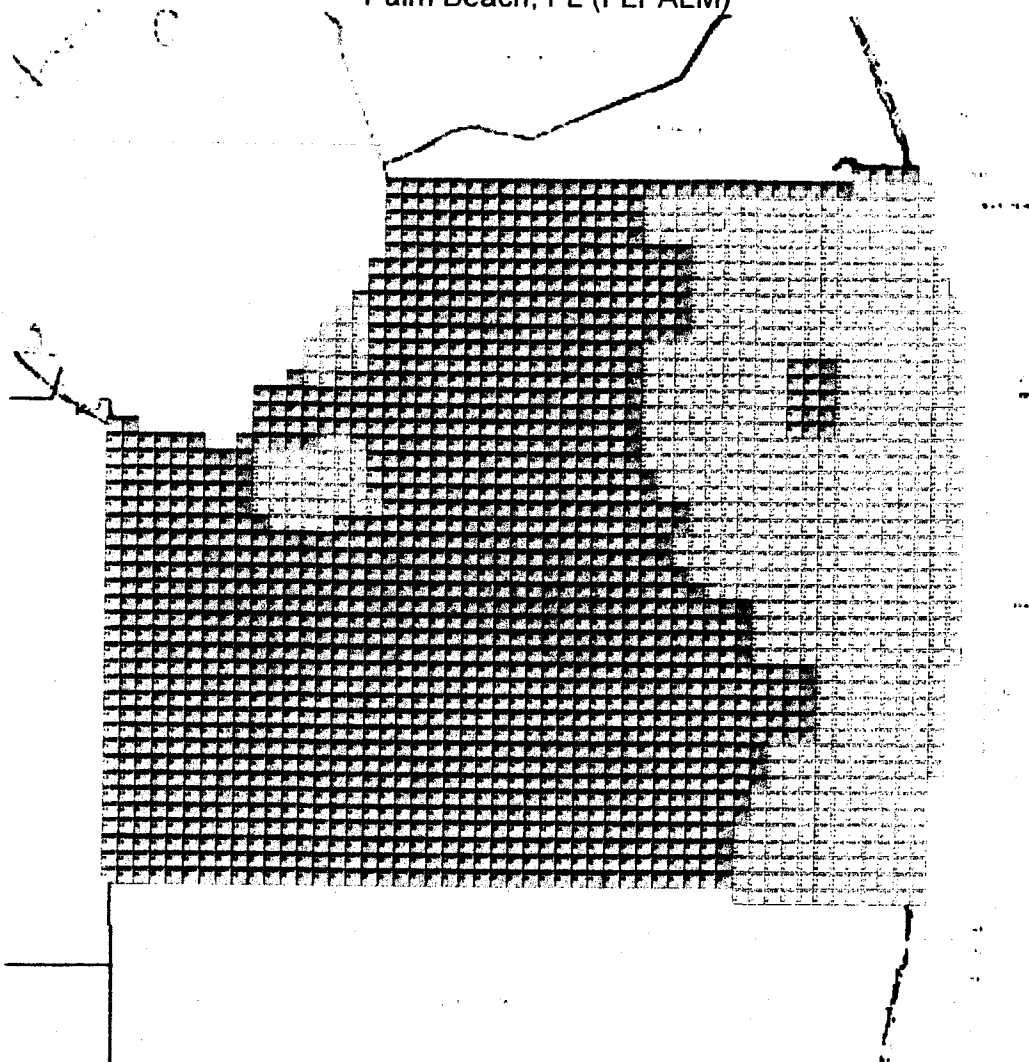
11. Delivery Schedule: The image capture process and the delivery date may be affected by weather conditions or aircraft availability. Licensee will accept delivery within thirty (30) days of notification by Pictometry.

12. Recommended Minimum System Requirements for Electronic Field Study. A Pentium III with a 450 MHz processor, 128MB memory minimum 256MB+ recommended, Windows 2000/XP, a video card with 4 MB memory capable of 1024 x 768 resolution, 100MB NIC and 50MB free disk space for software.

Support Services: Additional training and support services are available at addit costs.

ATTACHMENT "A" - SCHEDULE D - SECTOR MAP

Palm Beach, FL (FLPALM)



Community Sectors: 2095 Neighborhood Sector © Copyright 2002, Pictometry International

ATTACHMENT "B" GENERAL LICENSE TERMS AND CONDITIONS

PICTOMETRY INTERNATIONAL CORP. GENERAL LICENSE TERMS AND CONDITIONS

THIS AGREEMENT is made as of the date set forth below (the "Effective Date") by and between Pictometry International, Corp., a Delaware company with offices at 100 Town Centre Drive, Suite A, Rochester, NY 14623 ("Pictometry"), and Palm Beach County with offices located at 301 North Olive Avenue, West Palm Beach, FL 33401 (the "Licensee").

Intending to be legally bound, Pictometry and the Licensee (each a "party") hereby agree:

1. ARTICLE - DEFINITIONS

- 1.1 **"Images"** Orthogonal and oblique digital images, captured from airborne platforms using Pictometry's patented and proprietary hardware and software capture system
- 1.2 **"Community Images" ("CI")** A set of views, each covering the entire sector; one from directly overhead, and two from different oblique angles.
- 1.3 **"Neighborhood Images" ("NI")** A set of overlapping, orthogonal and oblique views blanketing the entire sector, providing for a higher degree of detail
- 1.4 **"Image Sector"** A portion of an image collection project defined as approximately one square mile in area.
- 1.5 **"Geographic MetaData" ("Metadata")** Data supplied by Pictometry that is captured from airborne platforms using Pictometry's patented and proprietary hardware and software capture system.
- 1.6 **"Electronic Field Study" ("EFS")** A proprietary software and file structure package that allows for the display, navigation, measurement, annotation and analysis of Pictometric Images.
- 1.7 **"Pictometry Software" ("Software")** Any proprietary software provided by Pictometry. This includes programs such as EFS and Change Analysis or program modules such as 911 or GIS integration / interfaces.
- 1.8 **"Image Warehouse" ("IW")** A hierarchical storage system of Pictometric images, data and elevation models that allows fast, random access by geo-location.
- 1.9 **"Digital Elevation Model" ("DEM")** A general definition for a file containing ground elevation data. This may be a digital elevation model, a digital terrain model or a reflective surface model and is meant to encompass all means of production, including LIDAR and stereo pairs.
- 1.10 **"Documentation"** Written and/or electronic materials containing instructions and other information related to the use of the Images and the Software.

2. ARTICLE - INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

- 2.1 **Licensed Products.** The parties acknowledge and agree that Pictometry shall have and retain sole and exclusive ownership and all right, title, and interest in and to any Licensed Images Licensed Metadata, Licensed Software, Licensed DEM and Licensed Documentation provided under this Agreement and all copyrights, patents, and other proprietary rights in or associated with each of the Licensed Products, defined below (hereinafter the "Proprietary Rights"). Licensee agrees: (a) that it will never assert or claim any interest in, or do anything that may adversely affect the validity of, or infringe on, any Proprietary Right, (b) that it will use reasonable efforts to protect the Proprietary Rights, including placing or maintaining all copyright notices and other indications of Pictometry's ownership on all Licensed Products and on all copies of Licensed Images and all other property of Pictometry when instructed by Pictometry, and (c) that it will notify Pictometry promptly of any known or suspected breach of any Proprietary Rights.
- 2.2 **Use of Pictometry Marks.** Licensee acknowledges that Pictometry owns and retains all ownership rights in trademarks, trade names, logos, and designations used by Pictometry in connection with the Licensed Products. Licensee agrees not to attach any additional trademarks, trade names, logos or designations to any Pictometry product or to any copies of any of the Licensed Images without written approval from Pictometry. Licensee may, however, include a Licensee seal and contact information so long as these annotations in no way obscure or deface the Pictometry marks. Licensee further agrees that Licensee will not use any Pictometry trademark, trade name, logo, or designation in connection with any product or service other than the Licensed Images and the other Licensed

Products. Licensee's nonexclusive right to use Pictometry's trademark is coterminous with this Agreement.

- 2.3 **Electronic and Other Publishing.** Except as provided in Schedule B and Article 4.1 of this Agreement, Licensee is specifically prohibited from publishing in any way (including by making available on the Internet or World Wide Web or any other general access electronic network) any Licensed Product or any Licensed Image, or any portion of any such Product or Licensed Image, whether separately or as part of any other electronic publication.
- 2.4 **Confidentiality of Licensed Software.** The Licensed Products are commercially valuable, proprietary products of Pictometry, the design and development of which reflect an investment of considerable time and money. The Licensed Products are treated by Pictometry as confidential and contain substantial trade secrets of Pictometry. Licensee agrees that it will not disclose, provide a copy of, or disseminate the Licensed Products or any part thereof to any person who does not need to obtain access thereto consistent with Licensee's rights and obligations under this Agreement. Licensee agrees to use its best efforts to assure (a) that all its personnel, and any others afforded access to the Licensed Products, will protect the Products against unauthorized use, disclosure, copying, and dissemination, and (b) that access to the Licensed Products and each part thereof will be strictly limited. Licensee understands that Pictometry does not disclose source code and Licensee agrees that it will take all reasonable actions to assure that persons who might access the Licensed Software will not "unlock" or "reverse engineer" any part of the Licensed Software so as to find or uncover the source code or other trade secrets included therein.

3. ARTICLE - GENERAL

- 3.1 **Licensed Products.** This Agreement pertains to the particular Images described in Schedule A attached to this Agreement (the "Licensed Images"), the particular copies of the Software listed in Schedule A (the "Licensed Software"), the associated Metadata (the "Licensed Metadata"), the DEM described in Schedule A attached to this Agreement (the "Licensed DEM") all of which, along with the Documentation, are together referred to as the "Licensed Products." This Agreement does not apply to any other Licensed Products that may from time to time be owned, used, published, or distributed by Pictometry.
- 3.2 **System Installation.** Pictometry shall install a copy of the Licensed Products on storage media either provided by Licensee or purchased from Pictometry as specified in Schedule A. With the assistance of Pictometry, the Licensee will install the Licensed Products from that media onto computers/servers to be designated by the Licensee. The Licensee will be responsible for assuring that the computer system being used for these purposes will satisfy the minimum system requirements set forth on Schedule A.
- 3.3 **Licensee May Authorize Subdivisions, and Users.** The Licensee may authorize any department, sub unit or location within the Licensee (hereinafter "Subdivisions") to have the Licensed Products installed on computers owned (or leased) and used by those Subdivisions (the "Authorized Users") and to use and execute the Licensed Software for official purposes only. The installation of the CIW and EFS and the training of the Authorized Users may be performed only by either the Licensee and/or Pictometry. The Subdivisions authorized for such installation, use, and execution (the "Authorized Subdivisions"), will be designated by the Licensee as provided in Article 6.3 below. All Authorized Subdivisions and Authorized Users shall operate under this Agreement as agents of the Licensee and comply with all obligations of Licensee with respect to the use and distribution of the Licensed Products, and Pictometry may look to the Licensee alone for assuring compliance with the terms and conditions of this Agreement. Licensee agrees: (a) that it will not allow any persons other than Authorized Users to use or operate, or to have any other access to, any of the Licensed Products (other than described in Article 4.1 of this Agreement), (b) that it will not allow access to any of the Licensed Software or any Licensed Images except through Licensee workstations, and (c) that it will cause all Authorized Users to comply with all of the terms, conditions, and limitations applicable to the Licensee under this Agreement.

4. ARTICLE - GRANT OF LICENSE

- 4.1 **License Grant, Uses and Certain Fees.** In consideration for the payment of the License Fees provided for in Article 5 below, and subject to the other terms and conditions of this Agreement, Pictometry hereby grants to Licensee, and

Licensee hereby accepts, a nonexclusive, nontransferable, limited license (the "License") for the following:

- (a) **Installation and Documentation.** To install the Image Warehouse on servers and related Licensed Software on workstations, all of which shall be owned (or leased) by, shall be located on the property of, shall be under the control of, and shall be used by the Licensee or by an Authorized Subdivision (which Authorized Subdivisions will be designated pursuant to Article 6.3 below). None of the Licensed Products shall be accessed except through such designated servers and Licensee workstations. To copy and use the related Documentation included in the Licensed Products in connection with the activities described in this Article 4.1.
- (b) **Uses.** Through Authorized Users only, to use and execute the Licensed Software on those designated servers and workstations in the conduct of the public business of the Licensee or of the Authorized Subdivisions and to use and print copies of the Licensed Images in the following activities (and no others):
 - (1) **For Internal Business.** To use and execute the Licensed Products for internal use in pursuit of its or their public responsibilities.
 - (2) **For Persons Doing Business With Licensee** ("Project Participants"). Under the supervision of Authorized Users, allow representatives of persons doing or proposing to do business with the Licensee or an Authorized Subdivision on Licensee Projects (defined below) to use and execute the Licensed Software and to make copies of the Licensed Images with ink or toner on substrate (hereinafter "Hard Copies") at the Licensee or Authorized Subdivisions' facilities only, but not to make any electronic or digital copies (except for a limited number of jpg copies specific to a particular Licensee Project) of the Licensed Images ("Digital Copy"). For these purposes, "Licensee Projects" shall mean any plan or effort, tangible or intangible, such as construction, real estate disposition, facilities management, environmental studies or public information brochures or notices used by the Licensee or an Authorized Subdivision in pursuit of its public responsibilities. The Licensee or Authorized Subdivisions shall cause each Project Participant to agree to use the Hard Copies (or jpg copies) solely in connection with the Licensee's or Authorized Subdivision's Project.
 - (3) **For Public Use.** Through Authorized Users only, to use and execute the Licensed Software solely for the purpose of making Hard and Digital Copies of Licensed Images for persons desiring them (which Hard Copies may contain annotations of information stored in the Licensed Software and related to the property shown). Each Hard Copy or Digital Copy made pursuant to this Article 4.1(b)(3) shall be covered under terms and conditions as more fully provided in the attached Schedule B.

Any Hard or Digital Copy released or delivered by Licensee or any Authorized Subdivision pursuant to any state or Federal Public Records Act or any other similar state law or regulation shall be treated as a Hard or Digital Copy made pursuant to Article 4.1(b)(3) for purposes of determining fees payable pursuant to this Article, and all Hard Copies and all Digital Copies made pursuant to this Article shall remain subject to all of the provisions of this Agreement.

- 4.2 Limitations on License.** Licensee agrees: (a) that nothing under this Agreement authorizes it to engage in any service bureau work (service bureau work shall be deemed to include, without limitation, use of the Licensed Software to process or to generate output data for the benefit of, or for purposes of, rendering services to any third party over the Internet or other public communications network), to exercise or provide any multiple-user license, or to enter into any time-sharing arrangement, except as expressly authorized with respect to Authorized Subdivisions, (b) that Licensee will not authorize or allow any remote access to the Licensed Products except for licensee workstations, (c) that Pictometry shall not be obligated to revise, improve, or otherwise change the Licensed Software in any way, (d) that the Licensee is responsible for selecting Authorized Users who are qualified to operate the Licensed Software on licensee workstations and are familiar with the Licensed Software, (e) that the Licensee and its Authorized Subdivisions may not copy, download, store, publish, transmit, transfer, sell, or otherwise install or use the Licensed Software or any Images or any portion of

the Images in any form or by any means, except (i) as expressly permitted by this Agreement, (ii) with Pictometry's prior written permission, or (iii) to the extent not expressly prohibited by this Agreement, as allowed under the fair use provision of the Copyright Act (17 U.S.C. § 107). Licensee agrees that it will deliver to all recipients of any Hard Copies, and to any other persons who may have access to any of the Images, all such disclaimers and other information that Pictometry may request so as to assist those persons in understanding the limitations on the accuracy of the information developed through the Licensed Products.

- 4.3 **Pictometry's Reserved Rights.** Pictometry reserves the right, at its sole discretion and without liability to Licensee, to create new versions of or modules with additional functionality for any part of the Licensed Products, which may be acquired on a nonexclusive basis by Licensee under a separate agreement. Pictometry may, in addition, produce upgrades to enhance operations of the Licensed Products, which will be supplied without additional cost to Licensee.

5. LICENSE FEES

- 5.1 **License Fees.** In consideration for the License, and subject to the other terms and conditions of this Agreement, the Licensee hereby agrees to pay to Pictometry the fees described on Schedule A (altogether the "License Fees"). Payment to be made as provided in Schedule A. Any tax, including sales tax, is in addition to the License Fees and is the responsibility of the Licensee unless documentation of tax exemption is provided to Pictometry. All License Fees shall be earned on the Delivery Date. For the convenience of the Licensee, the payment of these fees may be spread over the term of this Agreement as provided on the attached Schedule A.

6. ARTICLE - OBLIGATIONS OF LICENSEE

- 6.1 **Geographic Data.** If available, Licensee agrees to provide to Pictometry geographic data in industry standard format, shape, DBF, etc., including digital elevation models, street centerline maps tax parcel maps, centroids, etc., which data shall be incorporated into the Image Library licensed to the Licensee. For any of this data that is owned by the Licensee, Licensee agrees Pictometry may distribute this data with the Image Library for use in the Pictometry On-Line product and in licensing the Image Library to other licensees. At no time shall Pictometry claim ownership of this data.
- 6.2 **Technical Support Contacts.** Licensee agrees to name Licensee personnel to act as Licensee's technical support contacts for Licensee and these contacts will receive technical training as provided in Schedule A. These contacts will coordinate all requests and inquiries from all Licensee Authorized Users and only these named technical support contacts will have access to telephone support from Pictometry.
- 6.3 **Designation of Authorized Subdivisions.** Licensee agrees that, within thirty (30) days after receipt of the Licensed Products (and on an as-needed basis to update), it will furnish to Pictometry lists of all Authorized Subdivisions, as provided in Article 3.3 above,
- 6.4 **Notification.** Licensee will: (a) notify Pictometry in writing of any claim or proceeding involving any of the Licensed Products within ten (10) days after Licensee learns of the claim or proceeding; and (b) report promptly to Pictometry all claimed or suspected defects in any Licensed Product.

7. ASSIGNMENT

- 7.1 **General.** The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns, but shall not be assignable by either party except as provided in Sections 7.2 and 7.3 below.
- 7.2 **Assignment By Licensee.** This Agreement will not be assignable by Licensee, and Licensee may not delegate its duties hereunder without the prior written consent of Pictometry.
- 7.3 **Assignment By Pictometry.** Pictometry shall have the right to assign its rights to receive License Fees under this Agreement, but no such assignment shall affect Pictometry's obligations hereunder. In addition, Pictometry shall have the right to assign all its rights to any person or entity, provided the assignee has

assumed all of Pictometry's obligations under this Agreement. Except as provided above in this Section 7.3, this Agreement will not be assignable by Pictometry.

8. DURATION AND TERMINATION OF LICENSE

8.1 Initial Term. The initial term of this Agreement shall commence upon the installation of substantially all of the Image Warehouse and shall expire, unless sooner terminated in accordance with Article 8.3, or as indicated on Schedule A, no earlier than the second anniversary thereof.

8.2 Renewal. Effective as of that second anniversary (detailed in Article 8.1) or later anniversary as more fully described in Schedule A, Pictometry will grant an extension of the licensing of Products covered in this Agreement, only in accordance with the following:

(1) If no later than the 90th day before that second anniversary or later anniversary as more fully described in Schedule A, the Licensee enters into a License Renewal Agreement with Pictometry (for an additional two or more years) for new Licensed Images (with an annual value equal to or greater than that of the existing Licensed Images), then Pictometry will grant Licensee a perpetual License for the existing Products licensed under this Agreement; or

(2) If no later than the 90th day before that second anniversary or later anniversary as more fully described in Schedule A, the Licensee enters into a License Renewal Agreement with Pictometry (for an additional two or more years) for new Licensed Images (with an annual value of at least 50% of that of the existing Licensed Images), then Pictometry will grant Licensee a perpetual License for the existing Licensed Products upon the payment of a Perpetual License Conversion Fee. Fee is calculated on the difference between the annual fee payable under this Agreement and the new annual fee;

(3) If no later than the 10th day after that second anniversary or later anniversary as more fully described in Schedule A, the Licensee pays Pictometry an additional payment of a Perpetual License Conversion Fee, then Pictometry will grant a Perpetual License to Licensee for the Products licensed under this agreement.

Any extensions (or Perpetual Licenses) will be subject to the same terms and conditions as are provided in this Agreement except that the annual fee (under Article 5.1 and Schedule A) will be eliminated and the Licensee will no longer be able to add images to the existing Image Library. Nevertheless, Licensee's obligations as provided in Schedule B, shall continue during any such extension under this Article 8.2.

8.3 Termination for Cause. This Agreement may be terminated by either party in the event that the other party has failed to perform a material obligation or has otherwise breached a material term of this Agreement, if that other party has failed to cure that failure or breach within thirty (30) days after receipt of written notice thereof from the other party.

8.4 Effect of Termination or Expiration. Upon termination or expiration of this Agreement, Licensee shall immediately cease any and all further use of the Licensed Products and shall promptly purge all copies of the Licensed Products from all computers and workstations on which any of them may be stored or available at the time. In addition, the Licensee shall destroy all remaining inventory of Hard Copies of Images in its possession or under its control (excluding those images produced in the activities described in Article 4.1(b)(2) above). Within thirty (30) days of the date of termination or expiration of this Agreement, Licensee shall also pay Pictometry all amounts due hereunder. The provisions of Articles 2, 7, 8, 9, and 10 of this Agreement shall survive any termination or expiration of this Agreement.

8.5 Access to Records. During the term of this Agreement and for a period of one (1) year after the date of its termination or expiration, Licensee shall make available to Pictometry for inspection and copying, on reasonable notice and at reasonable hours, all books and records (including electronically retained information) pertaining to Licensee's compliance with the provisions of this Agreement.

9. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES; LIMITED REMEDIES

9.1 Limited Warranties. Pictometry warrants:

- a) that the Licensed Images and the Licensed Software installed by Pictometry on any Authorized Workstation supplied by Licensee pursuant

to this Agreement will be true and usable copies as of the date of capture; and

- b) that the information concerning the accuracy of the Licensed Products set forth on the attached Schedule C is substantially true.

Upon notice to Pictometry of any breach of the warranty in clause (a) and/or (b) above, Pictometry will use its reasonable efforts to correct the problem so as to allow the Licensed Products to produce Images and related data that are usable for the general purposes intended. The foregoing warranty is the sole and exclusive warranty that Pictometry makes with respect to the Licensed Products, and the remedies set forth above are the sole and exclusive remedies for breach of those warranties.

- 9.2 **Disclaimer of Other Warranties.** Except as provided in Section 9.1 above, EACH OF THE LICENSED PRODUCTS IS PROVIDED TO LICENSEE "AS IS" AND "WITH ALL FAULTS" PICTOMETRY MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NONINFRINGEMENT, ARE HEREBY DISCLAIMED AND EXCLUDED BY PICTOMETRY.

- 9.3 **Limitations and Exclusions of Remedies.** The respective remedies set forth in Section 9.1 are the sole and exclusive remedies provided for breach of the warranties given. With respect to any other claims that Licensee may have at any time against Pictometry on any matter relating to this Agreement, or the installation, operation, design, distribution, or use of the Licensed Products, the total liability of Pictometry shall in the aggregate be limited to the aggregate amounts of money that Licensee has paid to Pictometry under this Agreement. In addition, because of scheduling and other considerations in preparing current Licensed Images, Pictometry cannot assure delivery of the Licensed Products on a specified delivery date, and Pictometry shall not be liable for any such late delivery except in a case of its gross negligence or willful misconduct. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE LICENSED PRODUCTS, OR IMAGES (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 BY ITS CUSTOMERS OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. GENERAL

- 10.1 **Export Control.** Licensee agrees to comply fully with the export laws and regulations of the United States Government with respect to the Licensed Products supplied by Pictometry. Accordingly, Licensee agrees that all technical data, software, or other information or assistance (other than publicly available information) furnished by Pictometry, and any product thereof, shall not be re-exported by Licensee, or its authorized transferees, if any, directly or indirectly from the United States unless explicitly permitted by U.S. export control laws and regulations. These obligations of the Licensee shall survive any satisfaction, expiration, termination, or discharge of this Agreement.

Attachments:

- Schedule B: Charges for Image Reproduction
Schedule C: Digital Imagery Specifications
Schedule E: Pictometry Economic Alliance Partnership

SCHEDULE "B"
Charges for Image Reproduction

1. All Licensed Images provided pursuant to this License Agreement are and shall remain the property of Pictometry International Corp. and shall contain Pictometry's copyright notices.
2. Reproductions of individual (or limited quantities of) Licensed Images using the Licensed Software, or reproduction or copying of the Licensed Images in any form by any other means by Licensee or an Authorized Subdivision thereof, shall be permitted for distribution to Licensee's or Subdivision's constituency. This includes County agencies, municipalities and other County data sharing public entities. Citizens may view images at County offices and hard copies may be distributed.
3. Licensee may charge reproduction fees or no fees to the persons or entities receiving the Images.

SCHEDULE "C"

Digital Imagery Specifications

Pictometry Technical Overview

General Considerations

Pictometry's Electronic Field Study Software fully supports deployment in a server based environment with remote offices connected via high speed fiber optic cable. Any user of oblique imagery within Palm Beach County will be able to view and gather valuable visual information to make critical decisions. Using color aerial oblique and ortho images from any desktop computer on the County's intranet, any user can see, decide, measure, annotate, view and respond to their daily challenges. Users may display, import data layers, and measure vertical and horizontal objects on the ground or in the air as well as terrain, all from various angles and directions. Every user with minimal instructions will be able to operate and create visual products, export to Arc GIS, save and/or print image files for their daily responsibilities.

Additionally, Pictometry's EFS fully supports an Internet deployment option, should this approach be implemented now or at a later date. Pictometry's Web enabled access allows users to deploy the Pictometry Image Library through the Internet. The Web enabled access enables the user to zoom, select views, and measure on the imagery. A screen shot showing deployment of Web enabled access with ArcIMS® is shown below in Figure 5.

Pictometry provides the customer with the ability to integrate the Pictometry tools into their existing ArcIMS Web application. The technology can also be used to integrate with any internet mapping application. When the user selects the Pictometry Image Tool within ArcIMS and clicks on a point in the map, a new browser window is created running the Pictometry Web enabled access. The user can now view, measure and navigate on the Pictometry image library using just the web browser interface. The ArcIMS map application is still running so the user can easily switch between the map and the Pictometry image set. There is a nominal one-time set up charge per installed server.

Imagery

Format

Pictometry International Corporation is fully capable of delivering the oblique image library for Palm Beach in an industry standard JPEG format with trailers. It is understood and accepted that JPEG format files will be the source data before any image compression algorithms are applied.

A psi or Pictometry Scripted Image is simply a .jpg image with a trailer of information that allows it to be used in geographically intelligent software applications. With over three-hundred customers and tens of thousands of installations, it has become the defacto standard for oblique imagery. Due to the ability of the PSI image type to contain all of the information in one file (an .ecw requires an adjoining file for geographic attributes) and limit file size (geo-tiff are substantially larger files) a world of possibilities opened up for consumers of oblique imagery.

While Pictometry can and will deliver other file formats the recommendation must be the standard psi/jpg which allows oblique imagery to be stored on smaller volumes, distributed across networks, compressed to fit on mobile computers and used directly in ESRI's ArcMap, ArcIMS, and integrated/interfaced with any spatially intelligent software or database.

Pictometry commits to supply an image library free of cloud cover, smoke or fog. Quality control during the image capture process embodies the following key elements:

- **Navigation:** All Pictometry pilots follow operating procedures developed by Pictometry for the operation of the field capture rig in the aircraft. These procedures include the initialization and operation of the navigation equipment, the pilot interface to the GUI to the navigation system and detailed procedures for responding to anomaly alerts provided by the navigation system

- **GPS:** Pictometry images are directly geo-registered with respect to onboard sensors, including GPS, calibrated using ground control. Pictometry enhances both horizontal and vertical ground control by means of static differential GPS data and other filtering and error reduction techniques in post-processing.
- **Image Quality:** As data arrives into Processing, it is logged into a database and a Receiving Inspection is performed on the data to quickly assess the success of the flight and to perform a sampling for Image Quality. If data fails to comply with Inspection criteria, Production is immediately notified and the data is marked for re-fly. 100% of the images are inspected for Image Quality during Image Processing.
- **Coverage:** Pictometry will prepare and submit a flight plan prior to image capture. All flight plans include high and low altitude oblique images as specified by our customers. For both high and low altitude imagery, the flight plan will include nominal height above ground elevation, camera focal length, max ground speed, and camera angle. The minimum areas to be imaged will be indicated on a map of the flight plan paths. Pictometry will design flight lines for the imagery to obtain proper multidirectional photographic coverage. Pictometry will employ its flight deviation software that will prevent gaps in the image set.
- **Camera Calibration:** Pictometry calibrates each individual lens, camera and digital sensor set to detect any aberrations that would effect the accuracy of the pixels of the geo-referenced images captured by that camera combination. As any component is replaced or disturbed in that set the camera set is recalibrated. The calibration process used was pioneered and developed by Pictometry. This calibration process was licensed to USGS in 2003 and is now used by USGS in their EROS center to perform all of their camera calibration for professional digital airborne cameras since then.
- **Camera Alignment:** Pictometry performs bore sight calibrations (a check of the image and locational sensors alignment in a plane) frequently, at each project, by capturing a series of images of a Ground Control Field (a locally dense array of ground control points) from multiple directions. The data collected over the control field is then used to identify and/or correct any drift in the sensor system components.
- **Angle:** The imagery will be captured using a fixed mounted camera system at a depression angle no less than 30 degrees and no greater than 60 degrees. The proposed depression angle of 40 degrees will be consistent through all imagery acquisition flight paths.
- **Date-To-Image Assignment:** All images are date and time stamped to the minute at the time of capture

This quality control function is further managed by Pictometry's production managers, who maintain and update the Flight Plan Schedule during image collection. As data arrives at Pictometry for further processing, the Flight Plans are updated to reflect the levels of completeness. Throughout the process of Production and Processing of data, redundant datasets are maintained for fault tolerance.

As data arrives into Processing, it is logged into a database and a Receiving Inspection is performed on the data to quickly assess the success of the flight and to perform a sampling for Image Quality. If data fails to comply with Inspection criteria, Production is immediately notified and the data is marked for re-fly. 100% of the images are inspected for Image Quality during Image Processing.

Throughout the Processing cycle, inventory of image and geo data is taken to monitor and manage the workflow of data. Status Reports are available by Image type, Sector and Processing status. Inventory inquiries are used to create delivery schedules and plan work assignments.

When the data is prepared and ready for delivery, it is broken into geographically delineated groupings. Each shipment is tested as an Image Warehouse using any customer-provided GIS data and EFS. Delivery is made on-site at the customer's location and training is provided.

Oblique Imagery

Pictometry uses a state of the art process of direct geo-registration for our oblique and nadir images. This process involves capturing the camera position and orientation at the instant of exposure. With this data and camera calibration

data, Pictometry can then determine the metrics of an oblique image.

Pictometry's staff maintains the company at the forefront of airborne remote sensing technologies. Our focus is the service of commercial as well as government clients through our end-to-end image library warehouse solution. We have fused state of the art digital aerial collection with inertial measurement and airborne global positioning. This fusion enables Pictometry to collect exceptionally high detail geo-registered, color image data. This data collected in both oblique and nadir orientation allows Pictometry to develop data libraries of its client's sites.

Each location may be seen from eight to twelve views. This permits immediate visual access to all segments of the exterior of the facility instantaneously. Pictometry utilizes custom designed high resolution, high dynamic range color image sensors. The high dynamic range of the sensor will enable data extraction in both highlight and shadowed areas. Any segments of a facility may be visually interrogated using this capability. The oblique nature of the Pictometry solution permits buildings to be viewed naturally. Sides are not mere artificial texture maps, but rather actual metric (measurable) image data sets which may be queried for content (i.e. size, area, distance to target, latitude or longitude). By combining multiple technologies: digital elevation data, camera bore sighting, camera calibrations, inertial guidance and on board GPS, Pictometry is able to collect directly geo-registered data sets for use in its warehouse solution. This data may be fused with other Geographic Information systems layers to enhance its content.

Technical Approach

Pictometry collects approximately 40 degree angled oblique, and nadir images (nadir orthorectified with clients best DEM data). Ground sample distance for low altitude oblique imagery is provided with an approximate average 4, 5 or 6.75 inch Ground Sample Distance.

Oblique Data Collection

Aircraft Specifications and Procedures

Pictometry utilizes Cessna 172 aircraft for its flights. We typically would use several aircraft out of our fleet to complete a project, pending daily airspace restrictions. The pilot operates the Pictometry capture system, and no aerial imagery specialist or other crew is necessary. All pilots are trained in Pictometry techniques, policy and procedures. Pictometry field support personnel with many years experience support our flight operations.

Equipment and Software Descriptions for Image Capture

Pictometry utilizes a variety of equipment and software during the process of producing oblique imagery. The following section details those by process.

Equipment

Image Capture Process

- Aircraft: Cessna 172 and others
- Sensors: Custom built by Pictometry.
- IMU: Litton, 1 per aircraft
- Airborne GPS: Applanix, 1 per aircraft
- GPS Receivers
- Pictometry Flight Computer: Proprietary.

Planning and Processing Software

Flight Line Planning

- Flight Line Planning Software: Proprietary

Image Capture Process

- Field Capture Software: Proprietary

Image and Positional Processing

- Image Processing Software: Proprietary
- Applanix POS Pac

Camera Specifications

Pictometry utilizes a proprietary silicon based color CCD sensor system custom designed for aerial applications. The sensor system is capable of resolving over 12 bits of light intensity per pixel. Real-time processing in the sensor system ensures image quality at capture time. Custom high quality optics have been specifically designed by Pictometry to provide high MTF, minimal radial distortion, and high mechanical stability.

Pictometry is the leader in geo-referenced oblique images, and has been providing oblique images to a variety of customers, including hundreds of counties, for several years. Due to the propriety nature of our capture technology, Pictometry requests that further details of our sensor system and procedures be presented in a confidential manner.

Environmental Factor Considerations

- **Cloud Cover:** Pictometry may capture images when there are clouds above the altitude of the aircraft. In fact the best lighting for the Pictometry images is when there is a light high cloud cover as this provides the most consistent lighting coverage.
- **Snow Cover:** Not applicable to Florida
- **Foliage:** Not applicable to Florida.
- **Miscellaneous Atmospheric Obstructions:** Pictometry will capture images when the skies are clear of obstructions between the camera and the ground.

Quality Assurance

Pictometry has developed many quality assurance methodologies related to the entire process of planning, capturing and processing geo-registered oblique imagery. These are as follows:

Quality Assurance of the Project Planning Process

The Pictometry Project Manager works with customers to create the Sector Shot Assignments Map to define the types of images that will be required for each mile-square segment of ground space. These assignments are input into the Master Sector Map, which is used to create Flight Plans and Flight Lines. Factors such as Restricted Airspace and elevation are taken into account when creating the Flight Plans and Flight Lines. The Flight Plans are provided to Production for scheduling and aircraft assignment.

Quality Assurance of the Image Capture Process

- **Navigation:** All Pictometry pilots follow operating procedures developed by Pictometry for the operation of the field capture rig in the aircraft. These procedures include the initialization and operation of the navigation equipment, the pilot interface to the GUI to the navigation system and detailed procedures for responding to anomaly alerts provided by the navigation system

- **GPS:** Pictometry images are directly geo-registered with respect to onboard sensors, including GPS, calibrated using ground control. Pictometry enhances both horizontal and vertical ground control by means of static differential GPS data and other filtering and error reduction techniques in post-processing.
- **Image Quality:** As data arrives into Processing, it is logged into a database and a Receiving Inspection is performed on the data to quickly assess the success of the flight and to perform a sampling for Image Quality. If data fails to comply with Inspection criteria, Production is immediately notified and the data is marked for re-fly. 100% of the images are inspected for Image Quality during Image Processing.
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- **Camera Calibration:** Pictometry calibrates each individual lens, camera and digital sensor set to detect any aberrations that would effect the accuracy of the pixels of the geo-referenced images captured by that camera combination. As any component is replaced or disturbed in that set the camera set is recalibrated. The calibration process used was pioneered and developed by Pictometry. This calibration process was licensed to USGS in 2003 and is now used by USGS in their EROS center to perform all of their camera calibration for professional digital airborne cameras since then.
- **Camera Alignment:** Pictometry performs bore sight calibrations (a check of the image and locational sensors alignment in a plane) frequently, at each project, by capturing a series of images of a Ground Control Field (a locally dense array of ground control points) from multiple directions. The data collected over the control field is then used to identify and/or correct any drift in the sensor system components.
- **Angle:** The imagery will be captured using a fixed mounted camera system at a depression angle no less than 30 degrees and no greater than 60 degrees. The proposed depression angle of 40 degrees will be consistent through all imagery acquisition flight paths.
- **Date-To-Image Assignment:** All images are date and time stamped to the minute at the time of capture

Quality Assurance of the Image Processing Process

The Production managers maintain and update the Flight Plan Schedule, and as data arrives at Pictometry for further processing, the Flight Plans are updated to reflect the levels of completeness. Throughout the process of Production and Processing of data, redundant datasets are maintained for fault tolerance.

As data arrives into Processing, it is logged into a database and a Receiving Inspection is performed on the data to quickly assess the success of the flight and to perform a sampling for Image Quality. If data fails to comply with Inspection criteria, Production is immediately notified and the data is marked for re-fly. 100% of the images are inspected for Image Quality during Image Processing.

Throughout the Processing cycle, inventory of image and geo data is taken to monitor and manage the workflow of data. Status Reports are available by Image type, Sector and Processing status. Inventory inquiries are used to create delivery schedules and plan work assignments.

When the data is prepared and ready for delivery, it is broken into geographically delineated groupings. Each shipment is tested as an Image Warehouse using any customer-provided GIS data and EFS. Delivery is made on-site at the customer's location and training is provided.

Quality Assurance Support for Customer Quality Control

Pictometry will deliver a full set of Image Polygons in shapefile format that contain the geographic footprint of each oblique image, and associated metadata for each image. This dataset is suitable for ingestion into an ArcSDE® Geodatabase and can be directly imported into ArcSDE® via the ArcGIS® application. This dataset will enable customers to view image types and coverage to perform additional coverage checks. In addition, maintaining storage of this dataset in ArcSDE® will enable custom third party applications to spatially query, retrieve and display oblique

images from the Pictometry Image Library.

Geo-reference and Coordinate System

Pictometry will incorporate the county's existing elevation data into the imagery. This is a standard process for every image we deliver. Our automated process ensures timely delivery, but more importantly, consistency in the image processing. This in turn, provides matchless cost control capabilities for our clients.

Pictometry's imagery shall be geo-referenced and the footprint of each image shall be provided in a format compatible with ArcSDE.

Imagery will be delivered in the following coordinate system:

- State Plane Coordinate System
- Florida East Zone (FIPS 0901)
- Horizontal Datum is NAD83 (1990 Adjustment)
- Vertical Datum is NAVD88
- Horizontal and Vertical units are US Survey Feet

Each pixel shall have associated xyz coordinates.

SCHEDULE "E"

Pictometry Economic Alliance Partnership

- A Imagery** – with Pictometry’s EAP program the Licensee shall keep its imagery forever and Pictometry shall continue to provide the benefits listed below.
- B Revenue Share Opportunities for Licensee** (all revenue to be applied as credits toward Licensee’s renewal):
 - a. Consumer Revenue Generator** – Pictometry shall market Licensee’s imagery on the internet to consumers and rebate Licensee on a 50/50 basis in the form of credits toward future License Renewals.
- C Hurricane Damage Coverage** – Pictometry shall image and quickly deliver imagery of Licensee’s coverage area that has been affected by level II-V Hurricanes at no additional cost to Licensee.
- D Earthquake Damage Coverage** – Pictometry shall image and quickly deliver imagery of up to 200 square miles of Licensee’s coverage area that has been declared a national disaster by the Federal Government at no additional cost to Licensee.
- E Tornado Damage Coverage** – Pictometry shall image and quickly deliver imagery of Licensee’s coverage area that has been affected by level F4 and above Tornadoes at no additional cost to Licensee.
- F Terrorist Damage Coverage**– Pictometry shall image damage due to terrorism up to 200 sq miles at no additional cost to Licensee.
- G Software Installation and Maintenance Costs** - Pictometry shall provide Licensed Software to Licensee at no charge for software and no charge for maintenance.
- H Marketing** – Pictometry shall (only at your written direction) market Licensee’s GIS layers and share the revenue with Licensee on a 50/50 basis.