

**AGREEMENT BETWEEN
 PICTOMETRY INTERNATIONAL CORP.
 AND
 CITY OF GRAND JUNCTION**

DESCRIPTION OF PRODUCTS (the "Products"):

Section A: Licensed Products
 Section B: Product Terms, Conditions, and Specifications

TERM OF AGREEMENT (the "Term"):

Term of Agreement commences on the date of Shipment of the aforementioned Licensed Products and shall continue for the term defined on Section A to this Agreement.

FEES AND PAYMENT TERMS (the "License Fees"):

All fees referred to in this License Agreement and in any of its Sections are in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are exclusive of the license and other fees to be paid by Licensee to Pictometry and which duties, taxes and fees will be paid by Licensee without reducing any amount owed to Pictometry unless documentation of tax exemption is provided to Pictometry prior to billing. Any amount payable by Licensee that is not paid within 30 days after its invoice date will accrue interest at the rate of 1.5% per month or at the maximum lesser rate allowed by law. In addition to any applicable interest, Licensee will pay Pictometry all costs it incurs to collect any amount due under this License Agreement, including but not limited to, attorneys' fees and court costs.

LICENSEE NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
250 N 5th St	100 Town Centre Drive, Suite A
Grand Junction, CO 81501	Rochester, NY 14623
Attn: Terry Brown, GIS Manager	Attn: Director, Contract Administration
Phone: (970) 244-1561 Fax: (970) 256-4088	Phone: (585) 486-0093 Fax: (585) 486-0098

AGREEMENT:

This Agreement, which includes this cover sheet and the Sections hereto (collectively, this "Agreement"), constitutes the entire agreement between Pictometry and Licensee with respect to the aforementioned Products and supersedes all prior representations, agreements or arrangements, whether oral or written, relating to the subject matter hereof. Any modifications of this Agreement must be in writing and signed by a duly authorized officer of each party. Any purchase order or similar document that Licensee may issue in connection with this Agreement will be for ordering purposes only and that any terms and conditions on such purchase order will be of no force or effect.

In consideration of and subject to the payment by Licensee of the License Fees, Pictometry agrees to provide Licensee with access to and use of the Products, subject to the terms and conditions set forth in Section B and the Licensee's current License Agreement to this Agreement. Licensee hereby agrees to pay the License Fees in accordance with the stated payment terms and accepts and agrees to abide by the General License Agreement.

This Agreement shall not become effective until signed by both duly authorized officers of Licensee and Pictometry.

PARTIES:

"LICENSEE"	"PICTOMETRY"
NAME: <i>City of Grand Junction</i>	NAME: PICTOMETRY INTERNATIONAL CORP.
(entity type) <i>Local Government</i>	a Delaware Corporation
SIGNATURE: <i>[Signature]</i>	SIGNATURE: <i>[Signature]</i>
NAME: <i>Jay Valentine</i>	NAME: <i>Linda Salpuri</i>
TITLE: <i>Purchasing Manager</i>	TITLE: <i>Senior VP, Finance</i>
DATE: <i>1/25/12</i>	DATE: <i>1-30-2012</i>

SECTION A

LICENSED PRODUCTS

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

ORDER #
C110565

BILL TO
City of Grand Junction
Terry A. Brown
250 N 5th St
Grand Junction, CO 81501
(970) 244-1561
terryb@gjcity.org

SHIP TO
City of Grand Junction
Terry Brown
250 N 5th St
Grand Junction, CO 81501
(970) 244-1561
terryb@gjcity.org

CUSTOMER ID	SALES REP	TERM OF AGREEMENT	NUMBER OF FLIGHTS
A117362	JMaty	6 years	3

FIRST CAPTURE					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE/TYPE	AMOUNT
1	EAP PROGRAM	Refer to detailed description of EAP Program in attached Terms and Conditions. Term of EAP Program will not exceed license term for Imagery on this agreement.	\$0.00		\$0.00
233	IMAGERY - NEIGHBORHOOD - 4-way (N5) (6in) Per Sector (EFS)	Product includes 6 inch obliques (4way), 6 inch Ortho images, 1 meter ortho mosaic sector tiles and one area-wide 1-meter mosaic tile (in ECW format). Nominal Ground Sample Distance: Front Line: 0.4 feet/pixel Middle Line: 0.5 feet/pixel Back Line: 0.6 feet/pixel Orthogonal: 0.4 feet/pixel	\$350.00	\$315.00 LTI Grant-10%	\$73,395.00
1	Media Drive Capacity 931G - Drive Model IT - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.	\$199.00		\$199.00
233	Mosaic Standard Tiles (6in) Per Sector (TIFF)	6 Inch Mosaic Tiles in TIFF Format	\$40.00	\$0.00 Early Adopter Credit	\$0.00
233	Mosaic Tile Area-wide in ECW Format - 6in GSD Per Sector (Combined)	New processing or re-processing of ECW area-wide mosaics of 6in imagery.	\$2.00	\$0.00 Early Adopter Credit	\$0.00
1	Oblique Imagery Bundle with Two (2) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00		\$0.00
233	Par Library for Self-Hosting	Par library for Self-Hosting.	\$0.00		\$0.00
SUBTOTAL - FIRST CAPTURE					\$73,594.00

SECOND CAPTURE					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE/TYPE	AMOUNT
1	EAP PROGRAM	Refer to detailed description of EAP Program in attached Terms and Conditions. Term of EAP Program will not exceed license term for Imagery on this agreement.	\$0.00		\$0.00
233	IMAGERY - NEIGHBORHOOD - 4-way (N5) (6in) Per Sector (EFS)	Product includes 6 inch obliques (4way), 6 inch Ortho images, 1 meter ortho mosaic sector tiles and one area-wide 1-meter mosaic tile (in ECW format). Nominal Ground Sample Distance: Front Line: 0.4 feet/pixel	\$350.00	\$332.50 LTI Grant-5%	\$77,472.50

		Middle Line: 0.5 feet/pixel Back Line: 0.6 feet/pixel Orthogonal: 0.4 feet/pixel			
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.	\$199.00		\$199.00
233	Mosaic Standard Tiles (6in) Per Sector (TIFF)	6 Inch Mosaic Tiles in TIFF Format	\$40.00	\$20.00 Early Adopter Credit	\$4,660.00
233	Mosaic Tile Area-wide in ECW Format - 6in GSD Per Sector (Combined)	New processing or re-processing of ECW area-wide mosaics of 6in imagery.	\$2.00		\$466.00
1	Oblique Imagery Bundle with Two (2) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00		\$0.00
1	Par Library for Self-Hosting	Par library for Self-Hosting.	\$0.00		\$0.00
SUBTOTAL – SECOND CAPTURE					\$82,797.50

THIRD CAPTURE					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE/TYPE	AMOUNT
1	EAP PROGRAM	Refer to detailed description of EAP Program in attached Terms and Conditions. Term of EAP Program will not exceed license term for Imagery on this agreement.	\$0.00		\$0.00
233	IMAGERY - NEIGHBORHOOD - 4-way (N5) (6in) Per Sector (EFS)	Product includes 6 inch obliques (4way), 6 inch Ortho images, 1 meter ortho mosaic sector tiles and one area-wide 1-meter mosaic tile (in ECW format). Nominal Ground Sample Distance: Front Line: 0.4 feet/pixel Middle Line: 0.5 feet/pixel Back Line: 0.6 feet/pixel Orthogonal: 0.4 feet/pixel	\$350.00		\$81,550.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.	\$199.00		\$199.00
233	Mosaic Standard Tiles (6in) Per Sector (TIFF)	6 Inch Mosaic Tiles in TIFF Format	\$40.00	\$20.00 Early Adopter Credit	\$4,660.00
233	Mosaic Tile Area-wide in ECW Format - 6in GSD Per Sector (Combined)	New processing or re-processing of ECW area-wide mosaics of 6in imagery.	\$2.00		\$466.00
1	Oblique Imagery Bundle with Two (2) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00		\$0.00
1	Par Library for Self-Hosting	Par library for Self-Hosting.	\$0.00		\$0.00
SUBTOTAL – THIRD CAPTURE					\$86,875.00

Thank you for choosing Pictometry as your service provider.	TOTAL	\$243,266.50
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This order is subject to the Pictometry Online Services General Terms and Conditions (the "General Terms and Conditions") set forth in Section B, as those terms and conditions may be amended from time to time by Pictometry in accordance with their terms. By signing this Order Form, Customer agrees to the General Terms and Conditions as part of this order. To the extent of any conflict between the terms and conditions set forth on this Order Form and those set forth in the General Terms and Conditions, the terms and conditions of this Order form shall prevail.

PAYMENT TERMS

FIRST CAPTURE

Due at Signing	\$10,111.23
Due at Shipment of Imagery	\$30,532.69
Due at First Anniversary of Shipment of Imagery	\$40,444.92

Total Payments	\$81,088.84
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SECOND CAPTURE

Due at Shipment of Imagery	\$40,643.92
Due at First Anniversary of Shipment of Imagery	\$40,444.92

Total Payments	\$81,088.84
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THIRD CAPTURE

Due at Shipment of Imagery	\$40,643.92
Due at First Anniversary of Shipment of Imagery	\$40,444.92

Total Payments	\$81,088.84
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SECTION B

PRODUCT TERMS, CONDITIONS, AND SPECIFICATIONS

The following are the terms, conditions, and specifications related to the products offered under the License Agreement.

The last sentence of the Long Term Incentives provision below is hereby revised to read as follows: 'In the event of non-appropriation, even though payments not appropriated shall not be due, all contractual terms and conditions relating to the non-payment related license terms shall remain in force. No new image libraries will be captured or delivered prior to the payment of all outstanding balances, including second payments on a capture that were previously not appropriated.' In addition, the following sentence shall be added immediately afterward: 'If total payment for Licensed Products has not been received prior to the non-appropriation of funds, Licensee must cease use of Licensed Products, purge Licensed Products from its computers and return Licensed Products to Pictometry.'

Long Term Incentives ('LTI') have been applied to the imagery fees shown on the attached order form. In the event the licensee terminates this Agreement prior to the execution of a remaining flight capture, all LTI monetary considerations shall be revoked and the related funds shall be immediately due and payable to Pictometry. Repayment of LTI considerations does not apply if funds for Oblique Imagery are not appropriated. If such funds are not appropriated, Licensee shall provide Pictometry with written documentation of non-appropriation from the funding source (such notification must be prior to any pending image capture). In the event of a non-appropriation, all contractual terms and conditions remain in force. No new image libraries will be captured or delivered prior to the payment of all outstanding balances.

PRODUCT PARAMETERS

IMAGERY – FIRST CAPTURE

Product: IMAGERY - NEIGHBORHOOD - 4-way (N5) (6in) Per Sector (EFS)
Ortho Tile Projection: UTM
Ortho Tile Format:
Units: Meters
Elevation Source: Pictometry on File – LiDar Pictometry 2012 capture
Leaf: Less than 30% leaf cover (Off)
Special Instructions:

IMAGERY – SECOND CAPTURE

Product: IMAGERY - NEIGHBORHOOD - 4-way (N5) (6in) Per Sector (EFS)
Ortho Tile Projection: UTM
Ortho Tile Format:
Units: Meters
Elevation Source: Pictometry on File – Pictometry 2012 LiDar
Leaf: Less than 30% leaf cover (Off)
Special Instructions:

IMAGERY – THIRD CAPTURE

Product: IMAGERY - NEIGHBORHOOD - 4-way (N5) (6in) Per Sector (EFS)
Ortho Tile Projection: UTM
Ortho Tile Format:
Units: Meters
Elevation Source: Pictometry on File
Leaf: Less than 30% leaf cover (Off)
Special Instructions:

STANDARD TERMS AND CONDITIONS

LICENSED OBLIQUE AND ORTHOGONAL IMAGERY

Imagery: Licensed Images procured with a high resolution digital camera and nominal GSD is as indicated on Sector Map. C3 products shall contain ortho images and oblique images taken from opposite directions. C5 or N5 products shall contain ortho images and oblique images taken from both opposite and perpendicular

directions. Pictometry images (individual frames) are delivered in Pictometry .PSI and .PMI format (JPG combined with a metadata trailer). For each sector that includes ortho imagery, Pictometry includes a separate trailer, minimal overlap, projected in State Plane, NAD 83, feet unless the projection is stated otherwise on the executed order form. US Census Bureau TIGER line files of County or a base map must be supplied by Licensee.

EFS 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 for the term of their active License (not Perpetual License) with Pictometry, as indicated on the order form, from the initial date of shipping of the EFS software, along with a copy of the updated documentation. Recommended minimum system requirements for EFS are as follows:

Pentium 4, 1.3 GHz or greater processor. 512MB RAM (1GB or more recommended for XP, 2G or more recommended for Vista and Windows 7).
Windows 2000, XP, Vista (32- or 64-bit), or Windows 7 (32- or 64-bit). Video Card: 16MB graphics, 32bit color quality and 1024x768 screen resolution.
100 Mbps - NIC (network deployments). 250MB available hard disk space (EFS R1.14)

Licensee agrees that Pictometry may audit Licensee's use of the Licensed Software and agrees to the sharing of supplementary data with Pictometry for the purpose of improving future software versions, providing for additional tools and enhancing the value of the software to the Licensee. Pictometry shall not transfer any data collected to any third party. Pictometry shall preserve at all times the confidentiality of information pertaining to data collections where the information is not in the public domain.

Telephone Support: To the extent indicated, Pictometry shall provide telephone support to Licensee employees who have completed the Advanced User Technical Training and who are individually identified by Licensee to Pictometry.

License Term: At the conclusion of the defined License Term on the order form, Pictometry shall automatically grant a Perpetual License to Licensees in good standing for the then current version of the Licensed Products. Maintenance and Support for the Perpetual License may be purchased at Licensee's request.

Licensee Storage Media: Licensee will make available on Licensee Server sufficient disk storage space to accommodate the Licensed Products. Licensee will also provide a 100 mb/s network link to the server. On delivery, the Licensed Images and Licensed Software may be copied to the Licensee server via the network connection.

License Fees: All fees associated with the licensed imagery are considered earned upon shipment of substantially all of the Licensed Products.

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.

Digital Imagery Specifications

Dimensions and Resolution:

All values are approximates based on target height-over-ground. The actual values vary due to conditions outside of Pictometry's control, including, but not limited to, air traffic control restrictions, weather, and elevation changes in the underlying ground surface.

Sector Tiles:

One-Meter Sector Tiles

Footprint: 5,280 x 5,280 feet (1,609 x 1,609 meters)
Pixel Size: 3.28 feet/pixel (1.0 meters/pixel)
Source Imagery: Community Orthogonal (12 and 9 inch / 30 and 22.5 cm) and/or Neighborhood Orthogonal
Radiometry: Not radiometrically balanced, may have observable cut lines and could consist of imagery taken over a period of several days.
File Size (Approx.): 8,000 KB (JPG format)

12 inch Sector Tiles

Footprint: 2,640 x 2,640 feet (805 x 805 meters)
Pixel Size: 1.0 feet/pixel (0.3048 meters/pixel)
Source Imagery: Community Orthogonal (12 and 9 inch / 30 and 22.5 cm) and/or Neighborhood Orthogonal
Radiometry: Not radiometrically balanced, may have observable cut lines and could consist of imagery taken over a period of several days.
File Size (Approx.): 20,900 KB (JPG format)

6 Inch Quarter Sector Tiles

Footprint: 2,640 x 2,640 feet (805 x 805 meters)
Pixel Size: 0.5 feet/pixel (0.1524 meters/pixel)
Source Imagery: Neighborhood Orthogonal and/or Neighborhood Orthogonal
Radiometry: Not radiometrically balanced, may have observable cut lines and could consist of imagery taken over a period of several days.
File Size (Approx.): 83,500 KB (JPG format)

General Specifications:

Orthogonal Images

Image Format Industry-standard image format with proprietary image trailer.

Image Quality Images will have an unobstructed view of the ground and objects on the ground. In controlled airspace around airports, etc., and in areas of steep elevation changes, the image ground sample distance and resolutions may vary. There may be varying degrees of ground illumination and color variations due to lighting and cloud shadows.

Measurement Accuracy <0.5% measurement error, excluding user pixel selection error

Pixel Placement Accuracy Pictometry provides a visualization system and therefore does not certify image accuracy.

Sensor Orientation	Pictometry utilizes an IMU (Inertial Measurement Unit), ground station post-corrected differential GPS, and Kalman filtering to achieve a high degree of positional and directional accuracy.
Sensor Positional Accuracy	mean 15cm absolute
Sensor Directional Accuracy	0.015 degrees absolute (roll/pitch). 0.035 degrees absolute (heading)
Ortho-Rectification	The images are ortho-rectified to remove the variations due to elevation changes (utilizing the best DEM data available, including customer provided DEM data), resulting in geographically square pixels aligned to a rectilinear grid. This grid can be specified by any number of coordinate systems, including Latitude/Longitude, State Plane, UTM, and more. The desired coordinate system should be specified in the contract, or a default coordinate system will be used.
Image Export	JFIF (JPEG), TIFF, or BMP. Pictometry software can be utilized to export the images into any of the above industry-standard formats. The orthogonal images can optionally be transformed to a different projection during this export process, and an associated location reference file can be created for use in importing the images into other GIS mapping software.
Image Tiling	Individual orthogonal images are edge-feathered and mosaicked to produce orthogonal image tiles with tile sizes selected to balance single image coverage as well as manageability of open images. These orthogonal tiles provide continuous coverage across the area of interest. While some color balancing is done, these orthogonal tiles are not fully radiometrically balanced or edge-matched.
<u>Oblique Images</u>	
Image Format	Industry-standard image format with proprietary image trailer.
Image Quality	Images will have an unobstructed view of the ground and objects on the ground. In controlled airspace around airports, etc., and in areas of steep elevation change, the image ground sample distance may vary. There may be varying degrees of ground illumination and color variations due to lighting and cloud shadows. Due to the nature of oblique aerial photography, there may also be artifacts such as haze, glint and glare caused by reflected light.
Measurement Accuracy	<0.75% measurement error, excluding user pixel selection error
Pixel Placement Accuracy	Pictometry provides a visualization system and therefore does not certify image accuracy.
Sensor Orientation	Pictometry utilizes an IMU (Inertial Measurement Unit), ground station post-corrected differential GPS, and Kalman filtering to achieve a high degree of positional and directional accuracy.
Sensor Positional Accuracy	mean 15cm absolute
Sensor Directional Accuracy	0.015 degrees absolute (roll/pitch) 0.035 degrees absolute (heading)
Image Export	JFIF (JPEG), TIFF, BMP Pictometry software can be utilized to export the images into any of the above industry-standard formats.

Notes

1. The existing National Map Accuracy Standards focus on conventional analog aerial photography products. When used for digital mapping products, it is necessary to specify the approximate image scale (e.g. 1:1200) when stating NMAAS requirements.
2. Pictometry's orthogonal images provide the coordinate accuracy fulfilling most planimetric requirements, however, Pictometry data is not intended for authoritative definitive mapping or surveying replacement. If there is a need for authoritative mapping products, additional work is required by licensed individuals in order to certify Pictometry's orthogonal imagery. Alternatively, a separate, authoritative orthogonal image capture can be done and those orthogonal images used inside of Pictometry. Our oblique images are unique to Pictometry and are intended to provide data not available elsewhere and lateral views with more visual information, such as building stock analysis. In Pictometry the orthogonal and oblique images are linked for your convenience and additional study. With a few clicks you can find the revealing lateral views, height measurements, and other information afforded by the oblique images while using the coordinate accuracy afforded by the orthogonal images.

Documentation: Pictometry International Corp. shall furnish 1 digital copy of the Licensed Documentation for the Licensed Software.

Training: End User orientation session(s), is limited to 25 attendees per training session, for employee(s) of the Licensee, or Authorized Subdivision(s) thereof. Advanced User technical training is limited to 10 attendees using Licensee computers. Administration / IT training is designed to provide the administrators of the Pictometry image library with the knowledge they will need to manage and distribute access to the Pictometry solution. Administration / IT Training is provided remotely via online tools. Renewal Licensees will receive online training sessions, customized to address Licensee's needs. Pictometry Trainers shall contact Licensee to determine training needs.

EAP

Economic Alliance Partnership (EAP): Licensee shall be eligible for the EAP program for the license term defined on the order form. For multi-library contracts (more than one image capture on the order form), EAP terms and conditions shown below will apply for the term of the license associated with the first image library capture. The term for any remaining image library captures will be covered by the then prevailing EAP terms, as defined by Pictometry International Corp.

- A. **Imagery** – with Pictometry's EAP program the Licensee may retain its imagery, as the EFS Software and Image License becomes perpetual at the end of the term of the License Agreement.
- B. **Disaster Coverage at No Additional Charge** – Pictometry will image up to 200 square miles of affected areas (as determined by Pictometry) of the events described below at no additional charge to the license fee:
 - **Hurricane:** affected areas of Category II hurricanes and above. Coverage for hurricanes below this category or for areas exceeding 200 square miles

- will be available to active licensees at EAP rates, dependent upon resource availability.
- **Tornado:** imagery of areas impacted by Tornados with ratings of EF4 and above. Coverage for tornados below EF4 or for areas exceeding 200 square miles will be available to active licensees at EAP rates, dependent upon resource availability.
- **Terrorist:** damage due to terrorist attack for up to 200 square miles. Coverage beyond 200 square miles will be available to active licensees at EAP rates, dependent upon resource availability.
- **Earthquake:** affected areas with damage to critical infrastructure resulting from an Earthquake at or exceeding 6.0 on the Richter magnitude scale. Coverage for Earthquakes below 6.0 or for areas exceeding 200 square miles will be available to active licensees at EAP rates, dependent upon resource availability.
- **Tsunami:** affected areas with damage to critical infrastructure resulting from a Tsunami. Coverage for areas exceeding 200 square miles will be available to active licensees at EAP rates, dependent upon resource availability.

C. Software – Use of Pictometry Change Analysis™ or Web Deployment of Disaster Imagery – Pictometry’s Rapid Response Program includes the use of Change Analysis software for ninety days from the date of delivery of any EAP imagery. The Change Analysis software simultaneously compares pre and post disaster images to aid recovery and restoration efforts. Pictometry Web Deployment of disaster imagery may also be available at no charge for ninety days.

STANDARD ORTHO MOSAIC PRODUCTS

Pictometry Standard Ortho Mosaic Products:

Pictometry ortho mosaic products are the result of high definition, full color aerial images and automated mosaicking processes that incorporate digital elevation data to create large-area mosaic ortho images from the individual Pictometry ortho frames. Pictometry's process includes quality control, programmatic error correction, and data integrity checks into the planning, capture, and processing of the images. Certain artifacts may remain evident in the ortho mosaic tiles, including, but not limited to: disconnects in non-elevated surfaces, disconnects in elevated surfaces (roadways, bridges, etc.), building intersect and clipping, seasonal cutlines, ground illumination cutlines, color variations (illumination differences and multiple-aircraft/camera captures), color variations (mixed GSD), color variations (e.g. water) and lack of edges of coverage (the border of a county, for example). Note: If mathematical operations will be performed on the Mosaic Tiles (such as automated feature extraction), that would be compromised by compression artifacts, Ortho Mosaic Tiles may be created from non-compressed TIFF imagery and delivered in TIFF format with world files and separate trailers, minimal overlap, projected in State Plane, NAD 83, feet unless the projection is stated otherwise.

Custom Ortho-Mosaics:

It is important to note that while the custom ortho-mosaic can generally be created at any pixel resolution, up or down, creating an ortho-mosaic with a pixel size smaller than the ground sample distance of the input imagery will not contain any more information than the resolution of the input imagery. For example, if you create a six-inch ortho-mosaic from one-foot imagery, even though the pixels will be six-inch, the overall image data resolution will still only be one-foot. For this reason, it is important to ensure the base imagery purchased meets or exceeds the resolution requirements of any ortho-mosaics you need. Under-sampling, for instance creating a one-foot ortho-mosaic from six-inch resolution imagery, is not a problem and generally produces very good results.

In general, ortho-mosaics from Pictometry’s neighborhood orthogonal imagery can meet NMAS 1:1200 (1.0-meter RMS error at 95% confidence interval) in relatively flat terrains or areas with good elevation data. For areas with highly variable terrain or areas with poor elevation data, this number generally drops to NMAS 1:2400 (2.0-meter RMS error at 95% confidence interval). Certified ortho-mosaics can be created from Pictometry’s community orthogonal imagery, but only under certain capture parameters. As such, it is important to include any custom ortho-mosaic requirement with the image capture requirements such that the community orthogonal imagery can be captured in a way consistent with certification requirements.

**PICTOMETRY INTERNATIONAL CORP.
GENERAL LICENSE AGREEMENT**

THIS LICENSE AGREEMENT is made as of the date set forth above (the "Effective Date") by and between Pictometry International, Corp., a Delaware corporation with offices at 100 Town Centre Drive, Suite A, Rochester, NY 14623 ("Pictometry"), and the Licensee.

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

1. ARTICLE – DEFINITIONS for purposes of this Agreement:

- 1.1 **"Pictometric Licensed Images" ("Licensed Images")** means orthogonal and oblique digital images of portions of the earth's surface, captured from airborne platforms using Pictometry's patented and proprietary hardware and software capture system.
- 1.2 **"Community Images" ("CI")** means a set of views, each covering an entire Image Sector. One view from directly overhead and other views from different oblique angles.
- 1.3 **"Neighborhood Images" ("NI")** means a set of overlapping, orthogonal and oblique views blanketing the entire sector, providing for a higher degree of detail than Community Images.
- 1.4 **"Image Sector"** means a portion of an image collection project and defined as approximately one square mile in area.
- 1.5 **"Geographic MetaData" ("Metadata")** means 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")** means a proprietary software and file structure package that allows for the display, navigation, measurement, annotation and analysis of Pictometric Licensed Images.
- 1.7 **"Pictometry Licensed Software" ("Licensed Software")** means any proprietary software provided by Pictometry. This includes, but is not limited to, programs such as EFS and Change Analysis and program modules such as 911 or GIS integration / interfaces.
- 1.8 **"Image Warehouse" ("IW")** means a hierarchical storage system of Pictometric Images, as well as data and elevation models, that allows fast, random access by geo-location.
- 1.9 **"Digital Elevation Model" ("DEM")** means 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 **"Licensed Documentation" ("Documentation")** means written and/or electronic materials containing instructions and other information related to the use of the Licensed Images and the Licensed Software.

2. ARTICLE – GENERAL

- 2.1 **Licensed Products.** This Agreement pertains to the particular Images described in Section A and Section B and attached to this Agreement (the "Licensed Images"), the particular copies of the Software listed in Section A and Section B (the "Licensed Software"), the associated Metadata (the "Licensed Metadata"), and the DEM described in Section A and Section B attached to this Agreement (the "Licensed DEM"), all of which, along with the Documentation, are together referred to as the "Licensed Products." The terms and conditions of this Agreement may also apply to other products or services that may from time to time be licensed from Pictometry by the Licensee.
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