

REQUEST FOR BOARD ACTION

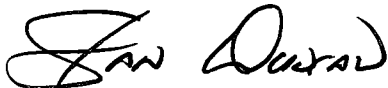
**HENDERSON COUNTY
BOARD OF COMMISSIONERS**

MEETING DATE: August 14, 2007
SUBJECT: Pictometry Contract
ATTACHMENTS: (See attached list)

SUMMARY OF REQUEST: Included in the budget approved for the Assessor's Department is \$73,008 for Pictometry©, a set of digital aerial imagery of the county flown to provide an all compass point (North, South, East, & West), "oblique" image of each parcel. This information will significantly improve the ability of the appraisal staff to pursue property previously omitted from the tax roll, and to perform other analysis beneficial to providing a fair and equitable assessment program.

In addition, other county departments, including the Sheriff's Office, the E911 Center, Emergency Management, and Code Enforcement will be able to utilize the product in the carrying out of their individually-assigned responsibilities. Please refer to the attachments for more specific information relative to each department.

Faithfully Submitted,



Stan C. Duncan

County Assessor

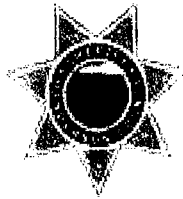
BOARD ACTION REQUESTED: Approve Pictometry© Contract

Suggested Motion: "I move the Board approve the Contract for Pictometry© as proposed."

LIST OF ATTACHMENTS

- 1. Memorandum of Support from Sheriff, Rick Davis**
- 2. Memorandum of Support from Lisha Corn, Director of Communications E-911**
- 3. Email of Support from Rocky Hyder, Fire Marshall & Emergency Management Coordinator**
- 4. Letter of Support from Toby Linville, Code Enforcement Director**
- 5. Checklist / Instructions for Fulfilling Contract**
- 6. Pictometry License Terms & Agreement**
- 7. Schedule A – Description of Product/Services Provided**
- 8. Schedule C – Specifications for Digital Imagery**
- 9. Schedule E – Pictometry Economic Alliance Partnership**

EDWARD W. DAVIS
SHERIFF



COMMUNICATIONS - 828/697-4811
PATROL DIVISION - 828/697-4846
CIVIL & COURTS - 828/697-4840
CRIMINAL INVESTIGATIONS - 828/697-4820
DETENTION - 828/697-4853
FAX - 828/697-4759

HENDERSON COUNTY SHERIFFS OFFICE

Memorandum

To: Bill Moyer, Chairman; County Commissioners

From: Sheriff Rick Davis

Date: 20 February 2007

Re: Support for Pictometry Program

It will be extremely helpful to the Sheriff's Office to have access to the Pictometry software that is currently being discussed. While this program will benefit the Sheriff's Office on all fronts; there are two main areas I would like to focus on with my support.

First, this program will greatly benefit our operations in the E911 Center, which will not only benefit the Sheriff's Office, but all emergency personnel throughout Henderson County. This program will allow our telecommunicators to provide the most detailed information possible for both emergency and non-emergency situations.

Second, I would like to emphasize the importance of the pictometry software in our patrol operations. There are six key areas within patrol operations where pictometry will have a positive impact; these include: disaster situations/evacuations, manhunts/search and rescue, search warrants, general patrol, security and safety/security of neighborhoods. The level of detail that the pictometry program can and will provide will enable our officers to work safely and more efficiently in their day-to-day activities as well as emergency situations.

I encourage you to support this program and I look forward to working with you to implement this pictometry program. Again, this will not only benefit the Henderson County Sheriff's Office, but all emergency personnel throughout our county. Thank you for your attention to this matter.

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RICHARD W. DAVIS
SHERIFF



COMMUNICATIONS - 828/697-4911
PATROL DIVISION - 828/697-4946
CIVIL & COURTS - 828/697-4940
CRIMINAL INVESTIGATIONS - 828/697-4930
DETENTION - 828/697-4955
FAX - 828/697-4759

HENDERSON COUNTY SHERIFF'S OFFICE

TO: Chairman Moyer

FROM: Lisha Corn-Director of Communications/E-911

DATE: February 1, 2007

REF: Pictometry

Having access to Pictometry in the 911 center would be beneficial in many ways, from handling emergency situations to planning for everyday events.

Telecommunicators would be able to visually inspect the layout of an area as well as view entire structures before responders arrive on scene. In a situation that may involve tactical deployment of resources, such as a barricaded gunman, telecommunicators would be able to view doors and windows, measure the height of buildings, identify entry and escape routes and many other property attributes that would be invaluable to responders. In a hazardous materials incident such as a tractor trailer accident with a chemical spill, telecommunicators would be able to pinpoint the location, and quickly identify neighborhoods that may need to be evacuated, as well as water sources that could become contaminated. Pictometry could also be utilized to pre-plan for disasters and other events.

Pictometry would also be helpful in many non-emergency situations such as planning for a warrant service or for crowd control during big events such as parades or festivals.

The information obtained from Pictometry would not only help ensure the safety of both responders and the general public during emergencies, but also be a useful tool during day to day planning.

-----Original Message-----

From: Rocky Hyder
Sent: Monday, February 26, 2007 9:12 AM
To: Stan Duncan
Subject: RE: Pictometry...

Stan,
Pictometry provides a tremendous amount of information not accessible from other sources to emergency operations. Fire departments can utilize pictometry to access 3 to 4 different views of a structure in response to a structure fire, determine houses at risk in a wildland fire situation, and evaluate their overall district for growth trends in planning for future service delivery. In Emergency Management pictometry's damage assessment program is unequalled by any other product on the market and would certainly expedite our ability to provide recovery assistance to affected areas.

Rocky Hyder
Henderson County Emergency Services
211 First Avenue East
Hendersonville, NC 28792
Phone - 828.697.4728
Fax - 828.698.6164
rhyder@hendersoncountync.org

-----Original Message-----

From: Rocky Hyder
Sent: Wednesday, January 10, 2007 2:46 PM
To: Stan Duncan; Toby Linville; 'Rick Davis'; Anthony Starr; Becky Snyder
Cc: Selena Coffey
Subject: RE: Pictometry Feedback...

I think pictometry has some excellent benefits for emergency services, tactical operations planning and response, 911 center, fire department response and preplanning, and the free update after a Presidentially declared disaster to identify damaged structures and infrastructure is invaluable as well as a huge time saver. I think Stan has the most measurable benefit from the product with regard to answering the question "What difference does it make?".

Rocky Hyder



Henderson County, North Carolina Code Enforcement Services

February 5, 2007

RE: Pictometry

Chairman Moyer;

Code Enforcement Services has attended two meetings concerning Pictometry and we feel that the project would assist us in determining any violations that may exist before we ever make a site visit. The clarity of this aerial photography even at the Community level is far better than our current orthophotography. The Neighborhood level of photography allows you to determine make and model of vehicles and detect any buildings that may not be permitted. The multi-dimensional aspects of these aerials allow a much better understanding of lot lay-out.

We understand the bleak budget forecast that Henderson County is experiencing at this time but we feel that the benefits of this program far outweigh the costs.

Please consider this project for our next budget cycle.

Sincerely,

Toby Linville

Code Enforcement Services Director

Toby Linville
Director, Code Enforcement Services
240 2nd Avenue East
Hendersonville, North Carolina 28792
tlinville@hendersoncountync.org
www.hendersoncountync.org
828-694-6627



Checklist / Instructions

For Submitting Pictometry License Agreement and Schedules A, B, C, D and E.

1. Sign License Agreement at bottom of page 6, and fill in address, title, etc.

Complete

2. On page 5 of License Agreement, fill in contact/ address info at bottom of paragraph 10.5

Complete

3. Initial Schedules A-E where indicated at the bottom of each page.

Complete (Schedule D is the sector map)

4. Attach Schedules A-E to License Agreement and mail signed originals to:

Carol DeVico

Pictometry International

100 Town Centre Dr

Rochester NY 14623

Phone: (585) 486-0093 x277 (Contact Carol if any questions regarding License Agreement)

Complete

5. Also, email me, erin.ford@pictometry.com, when sent to Rochester along with tracking number, or make arrangements for Erin to pick everything up.

**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 HENDERSON COUNTY with offices located at 100 N. King St., Hendersonville, NC 28792 (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 Entire Agreement.** This Agreement, which includes the attached Schedules, contains the entire agreement between the parties and supersedes all written or oral agreements, descriptions, representations, and understandings with respect to the subject matter hereof. Where differences occur between the main body of the Agreement and the attached Schedules, the Schedules shall supersede the Agreement. Licensee acknowledges that it is not entering into this Agreement on the basis of any representations not expressly contained herein. Any modifications of this Agreement must be in writing and signed by a duly authorized officer of each party.
- 10.2 Rights of Others.** This Agreement is solely intended to provide rights to and be enforceable by Pictometry and Licensee (including its Authorized Subdivisions). No other person shall acquire or enforce any rights or any representations or warranties given under this Agreement.
- 10.3 Waiver.** The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.
- 10.4 Notices.** All notices and demands hereunder shall be in writing and shall be delivered by personal service, mail, or confirmed facsimile transmission at the address of the receiving party set forth below (or at such different address as may be designated by one party by written notice to the other). All notices or demands by mail shall be sent by certified or registered United States mail, return receipt requested, and shall be deemed complete upon receipt.

If to Licensee:

Contact Name: Stan Duncan
Address: 200 N. Grove St.,
Hendersonville, NC 28792

Email: sduncan@hendersoncountync.org
Phone: 828 - 697 - 4876
Fax: 828 - 697 - 4578

If to Pictometry:

Pictometry International, Corp.
100 Town Centre Drive, Suite A
Rochester, NY 14623
Attn: Michael J. Neary
Phone: 585-486-0093 Fax: (585) 486-0098
Email: mike.neary@pictometry.com

- 10.5 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.
- 10.6 Severability.** In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.
- 10.7 Force Majeure.** Pictometry shall not be responsible for any failure to perform due to unforeseen circumstances or to causes beyond Pictometry's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, failure to obtain export licenses or shortages or delays of transportation, facilities, fuel, energy, supplies, labor, or materials. In the event of any such delay, Pictometry may defer the delivery of Licensed Products for a period equal to the time of the delay.

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

PICTOMETRY INTERNATIONAL, Corp.

Licensee: _____

By: _____

By: _____

Name: _____

Name: **William L. Moyer, Chairman**

Title: _____

Title: **Henderson County Board of Commissioners**

Address: **100 Town Centre Drive, Suite A**

Address: **100 N. King St.,**

Rochester, NY 14623

Hendersonville, NC 28792

Date: _____

Date: _____

Attachments:

Schedule A: Description of Licensed Products – **Must be initialed by Licensee**

Schedule B: Charges for Image Reproduction

Schedule C: Digital Imagery Specifications

Schedule D: Sectorized Map – **Must be initialed by Licensee**

NOTE: “Notices” information must be entered in Article 10.4 of this Agreement.

SCHEDULE "A"

1. The following products shall be delivered to Henderson County, North Carolina ("Licensee") by Pictometry International Corp.:

A. Licensed Images procured with a 11 megapixel camera:

- 1) **Two Way Community Images** covering 397 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 - Community Images to be taken when there is less than 40% leaf cover.

14" Community Oblique Image Price	\$ 20 per sector per year
Less 50% Discount	<u>\$ 10</u>
	\$ 10@ 397 Sectors = \$3,970.00 per year

12" Ortho-rectified Community Images	\$ 12.00 per sector per year
Less 50% Discount	<u>\$ 6.00</u>
	\$ 6.00@ 397 Sectors = \$2,382.00 per year

- 2) **Four Way Neighborhood Images** covering 397 sectors of the Licensee as indicated on the attached map. Each sector will have approximately:
 - a. 32 Ortho-rectified images.
 - b. 64 Oblique images. 16 each from four perpendicular directions.

4" Neighborhood Images will be taken when there is less than 30% leaf cover.

Neighborhood Oblique Image Price	\$ 280.00 per sector
Less 50% Discount	<u>\$ 140.00</u>
	\$ 140.00 @ 397 Sectors = \$55,580.00 /year

Ortho-rectified Neighborhood Images	\$ 18.00 per sector per year
Less 50% Discount	<u>\$ 9.00</u>
	\$ 9.00 @ 397 Sectors = \$3,573.00 /year

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

397 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 1 Servers @ \$595 per server = \$595.00

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

Unlimited Seat Licenses/PSAP @ \$1000 minus 25% discount = \$ 15,000.00

(up to a cap of \$5000 for unlimited seats in one PSAP. Unlimited seats in all PSAPs = \$ 15,000)

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:

 X U.S.G.S Digital Elevation Models (DEMs) (provided by Pictometry)
 DEMs in _____ 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.
6. Annual License Fee of Sixty-five thousand five hundred and five Dollars (\$ 65,505.00)
 - 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 2.5% of the Total 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 900 GB storage device delivered by (and purchased from) Pictometry at a cost of \$710.00.

OR

Licensee will make available on Licensee Server enough disk storage space to accommodate the Licensed Images and Licensed Software. This is estimated to be 530 GB in a NTFS file system, in other file systems the size may vary. Licensee will also provide a 100 Mb/s network link to the server. On delivery Pictometry shall copy the Licensed Images and Licensed Software from Pictometry's computer to the Licensee server via the network connection.

Total Cost: The Total Cost of this License Agreement is One-hundred and thirty-ninw thousand four hundred and eighty Dollars (\$139,480.00) broken down as follows:

First Year

Annual License Fee	\$ 65,505.00
Delivery Media	\$ 710.00
ArcIMS Fee	\$ 595.00
Compressed Library	\$ 2,500.00
FutureView Training (All inclusive)	\$ 2,165.00
E911 Fee	\$ 15,000.00
P911 Grant	(\$15,000.00)

First Year Total \$ 71,475.00

Second Year

Annual License Fee	\$65,505.00
Compressed Library	\$ 2,500.00

Second Year Total \$68,005.00

8. Pictometry will make every effort, but can not guarantee, to fly the county between the dates of December 15, 2007 and December 31, 2007.
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: The Licensee shall remit to Pictometry International, Corp. twenty-five percent (25%) of the First Year Total Fee upon signing this Agreement and the balance of the First Year Total Fee within 30 days of the delivery of all Licensed Software and Images, as specified in this Schedule A. All delivery efforts by Pictometry International Corp. shall be coordinated with the Licensee. Payment of the Second Year Total Fee shall be due on the one-year anniversary of this delivery date. 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 = \$17,868.75

Amount Due on Image Library Delivery = \$53,606.25

Amount due on one-year anniversary of delivery = \$68,005.00

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.
13. **Support Services:** Additional training and support services are available at the additional costs listed:

Products & Services	Price
At Implementation	
-Additional user training sessions – End User or Advanced User.	\$500/session
Post Implementation Training	
-At Licensee Location	
-End User or Advanced User.	\$500/session*
-At Pictometry	
-Advanced User	\$500/Person /Day
-Via the Internet	\$350/Session
Post Implementation Technical Support	
-Telephone Support for Licensee Support Contacts – 5 Hour Blocks	\$500
-On Customer Site	
-Senior Engineer - Per Hour, Min 8 Hr.	\$200 *
-Customer Support Engineer – Per Hour, Min 8 Hr.	\$125 *
Electronic Field Study Operations Manuals	
- Printed Manuals	\$50

* Plus meal, lodging and travel expenses

SCHEDULE "C"
Digital Imagery Specifications

Dimensions and Resolution:

All values are approximates based on target height-over-ground. The actual values vary due to elevation changes.

Individual Images:

Community Images

C5 Oblique (Nominal 12 Inch)

Footprint:

Front Line: 3,400 feet (1036 meters)
Back Line: 4,800 feet (1463 meters)
Front to Back: 4,400 feet (1341 meters)

Ground Sample Distance:

Front Line: 0.85 feet/pixel (0.25 meters/pixel)
Middle Line: 0.99 feet/pixel (0.30 meters/pixel)
Back Line: 1.19 feet/pixel (0.36 meters/pixel)

C5 Orthogonal (Nominal 12 Inch)

Footprint: 3,300 x 2,200 feet (1006 x 671 meters)

Ground Sample Distance: 0.87 feet/pixel (0.27 meters/pixel)

C3 Oblique (Nominal 12 Inch)

Footprint:

Front Line: 3,200 feet (975 meters)
Back Line: 5,000 feet (1524 meters)
Front to Back: 4,300 feet (1311 meters)

Ground Sample Distance:

Front Line: 0.79 feet/pixel (0.24 meters/pixel)
Middle Line: 0.97 feet/pixel (0.30 meters/pixel)
Back Line: 1.24 feet/pixel (0.38 meters/pixel)

C3 Orthogonal (Nominal 12 Inch)

Footprint: 4,000 x 2,700 feet (1219 x 823 meters)

Ground Sample Distance: 1.01 feet/pixel (0.31 meters/pixel)

Premiere Community Images

Oblique (Nominal 9 Inch)

Footprint:

Front Line: 2,800 feet (850 meters)
Back Line: 4,000 feet (1,220 meters)
Front to Back: 3,500 feet (1,066 meters)

Ground Sample Distance:

Front Line: 0.70 feet/pixel (0.21 meters/pixel)
Middle Line: 0.85 feet/pixel (0.25 meters/pixel)
Back Line: 1.00 feet/pixel (0.30 meters/pixel)

Orthogonal (Nominal 9 Inch)

Footprint: 2,780 x 1,850 feet (848 x 564 meters)

Ground Sample Distance: 0.69 feet/pixel (0.21 meters/pixel)

Neighborhood Images

Oblique (Nominal 5 Inch)

Footprint:

Front Line: 1,600 feet (488 meters)
Back Line: 2,400 feet (732 meters)
Front to Back: 2,200 feet (671 meters)

Ground Sample Distance:

Front Line: 0.4 feet/pixel (0.12 meters/pixel)
Middle Line: 0.5 feet/pixel (0.15 meters/pixel)
Back Line: 0.6 feet/pixel (0.18 meters/pixel)

Orthogonal (Nominal 5 Inch)

Footprint: 1,650 x 1,100 feet (503 x 335 meters)

Ground Sample Distance: 0.42 feet/pixel (0.15 meters/pixel)

Premier Neighborhood Images

Oblique (Nominal 4 Inch)

Footprint:

Front Line: 1,400 feet (427 meters)
Back Line: 2,000 feet (610 meters)
Front to Back: 1,800 feet (549 meters)

Ground Sample Distance:

Front Line: 0.35 feet/pixel (0.11 meters/pixel)
Middle Line: 0.41 feet/pixel (0.12 meters/pixel)
Back Line: 0.49 feet/pixel (0.15 meters/pixel)

Ortho (Nominal 4 Inch)

Footprint: 1,385 x 923 feet (422 x 281 meters)

Ground Sample Distance: 0.35 feet/pixel (0.11 meters/pixel)

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) and/or Neighborhood Orthogonal (Premier and Standard)

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 (TIFF format)

One-Foot Quarter 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) and/or Neighborhood Orthogonal (Premier and Standard)

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 (TIFF format)

Six-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: Premier 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 (TIFF format)

Custom Ortho-Mosaics:

Pictometry can create custom ortho-mosaics based on the resolution of the imagery captured. If a custom ortho-mosaic is desired, the full specifications will be spelled out in a separate addendum. It is important to note that while the ortho-mosaic can 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. In other words, 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.

Pictometry also has licensed partners who can create an ortho-mosaic product that can be certified to a particular accuracy. 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.

General Specifications:

Orthogonal Images

Sensor Size	Pixels: 4008 x 2672 (or 3208 x 2672 for some Community level imagery) in a Landscape orientation.
Image Format	Industry-standard image format with proprietary image trailer, including JFIF (JPEG), TIFF, and BMP.
Image Quality	Images will have an unobstructed view of the ground. In controlled airspace around airports, etc., and in areas of rapid elevation changes, the image footprint sizes 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. However, some Pictometry customers have done their own certification on the Pictometry data after delivery and have shared their results. On average, customers have been seeing better than 1.0-meter RMS error at a 95% confidence level (NMAS 1:1200) for orthogonal imagery over relatively flat terrain or in areas with accurate elevation data, and 2.0-meter RMS error at a 95% confidence level (NMAS 1:2400) for more varied terrain or in areas with poor elevation data. However, Pictometry does not guarantee these accuracies and your results may vary.
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 back out the optical deviations of the capture system and 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 one of 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, BMP

EFS software can be utilized to export the images into any of the above industry-standard formats. The orthogonal images can optionally be re-projected during this export process, and an associated geography file can be created as well for use in importing the images into GIS mapping software.

Image Tiling

Individual orthogonal images are edge-feathered and mosaiced 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.

Oblique Images

Sensor Size

Pixels: 4008 x 2672 (or 3208 x 2672 for some Community level imagery) in a Landscape orientation.

Image Format

Industry-standard image format with proprietary image trailer, including JFIF (JPEG), TIFF, and BMP.

Image Quality

Images will have an unobstructed view of the ground. In controlled airspace around airports, etc., and in areas of rapid elevation changes, the image footprint sizes and resolutions 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 and glint and glare caused by reflected sunlight.

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. However, some Pictometry customers have done their own certification on the Pictometry data after delivery and have shared their results. On average, customers have been seeing better than 2.0-meter RMS error at a 95% confidence level (NMAS 1:2400) for oblique imagery over relatively flat terrain or in areas with accurate elevation data, and 4.0-meter RMS error at a 95% confidence level (NMAS 1:4800) for more varied terrain or in areas with poor elevation data. However, Pictometry does not guarantee these accuracies and your results may vary.

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

EFS 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 NMAS 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.

SCHEDULE "E"

Pictometry Economic Alliance Partnership

1. Benefits

Imagery – with Pictometry's EAP program the Licensee shall keep its imagery forever, the EFS Software license becomes perpetual at the end of the term of the license agreement.

EAP provides the benefits listed below:

A Revenue Share Opportunities for Licensee (all revenue to be applied as credits toward Licensee's renewal):

- Pictometry will market imagery (without measuring or planning capabilities) on the internet to consumers and rebate your county or state for images purchased of your area on a 50/50 basis in the form of credits towards your next update.

B Disaster Coverage at No Additional Charge – Pictometry's proven background in rapid response image capture, processing, and delivery is **unmatched**. Cities, Counties and States can benefit from Pictometry's expertise. Pictometry will image affected areas of federally declared disasters at no charge. However, there is no wait for a Federal Declaration under the following circumstances:

- **Hurricane Coverage at No Cost** – Pictometry will capture and quickly deliver imagery of affected areas of Category II hurricanes and above to your city, county or state at no additional expense. Coverage for hurricanes below this category can be arranged at reduced EAP rates.
- **Tornado Coverage at No Cost** – Pictometry will capture and quickly deliver imagery of areas impacted by Tornadoes with ratings of EF4 and above to your city, county or state at no additional cost. Coverage for tornadoes below EF4 can be arranged at reduced EAP rates.
- **Terrorist Coverage at No Cost** – Pictometry will capture and quickly deliver imagery of damage due to terrorist attack for up to 200 square miles at no additional cost.
- **Earthquake Coverage at No Cost** – Pictometry will capture, process, and rapidly deliver up to 200 square miles of georeferenced, oblique visual data at no additional cost for damaged areas caused by earthquakes that are federally declared national disasters.
- **Free Pictometry Change Analysis™** – As part of our EAP, Pictometry's Rapid Response Program includes our ready-to-use, patent pending Change Analysis software that was used in the aftermath of Hurricane Katrina. This powerful software product simultaneously compares pre and post disaster images to make your recovery and restoration efforts more effective and efficient.

C Software Installation and Maintenance Costs - During the term of the Software License Agreement, Pictometry shall provide Licensed Software to Licensee with no charge for upgrades, maintenance or support. At the end of the term of the Software License Agreement, the license for software becomes perpetual and Licensee may continue to use that software forever.

D Marketing – Pictometry will (only at your direction) market your GIS layers to its many business clients and share that revenue with you on a 50/50 basis.