LAC EXTERNAL ENTITY AGREEMENT BETWEEN PICTOMETRY INTERNATIONAL CORP. ("Pictometry") AND SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS ("SCAG" OR "CUSTOMER")

Whereas, Pictometry is a party to an Agreement By and Between County of Los Angeles and Pictometry for Digital Aerial Data dated December 2013 (the "LAC Agreement"); and

Whereas the LAC Agreement provides that an External Entity (as defined in the LAC Agreement) may license or otherwise acquire rights to digital aerial data outside of Los Angeles County pursuant to or based upon the pricing and/or other terms set forth in Exhibit C (Schedule for External Entities) of the LAC Agreement; and

Whereas, Customer meets the criteria necessary to be an External Entity; and

Whereas, Customer wishes to obtain certain Pictometry products and services as an External Entity based upon the LAC Agreement;

Now therefore, Customer and Pictometry hereby agree as follows:

1. This order form ("Order Form"), in combination with certain provisions of the LAC Agreement identified below and the contract components listed below and attached hereto:

Section A: Product Descriptions, Prices and Payment Terms

Section B: Non-Standard Terms and Conditions

Appendix 1: Photogrammetric Product Specifications

Sector Map

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

- 2. In the event of any conflict among any contract components comprising the SCAG Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Non-Standard Terms and Conditions (if any), Photogrammetric Product Specifications (if any), and Order Form (including provisions incorporated from the LAC Agreement).
- 3. All notices under the SCAG Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
900 Wilshire Blvd.	25 Methodist Hill Drive
Ste. 1700	Rochester, NY 14623
Los Angeles, CA 90017	Attn: Contract Administration
Attn: Basil Panas, Chief Financial Officer	Phone: (585) 486-0093

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

- 4. All of the SCAG Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under the SCAG Agreement, provided no such assignment shall affect Pictometry's obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under the SCAG Agreement to any person or entity, provided the assignee has assumed all of Pictometry's obligations under the SCAG Agreement.
- 5. Customer shall have the rights set forth in Section 10 of the LAC Agreement to use the products and services described in Section

A to the SCAG Agreement.

- 6. The products and services described in Section A to the SCAG Agreement are provided to Customer subject to the provisions of Sections 12, 13, 14, 15, 16, 17, 18, 20, 21, 22, 23, 24, 25, 26, 28, 30, 31, 32, 33, 34, 35, 39, 40, 41, 42, 43, 53, 54, 55, 56, 57, and 58 of the LAC Agreement as if those provisions were set forth herein, *mutatis mutandis*.
- 7. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of the SCAG Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of the SCAG Agreement, subject to the terms and conditions set forth in the SCAG Agreement.
- 8. Customer hereby agrees to pay the Fees specified in Section A of the SCAG Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of the SCAG Agreement.
- 9. This Agreement, or any amendment related thereto ("Amendment"), may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. The signature page of this Agreement or any Amendment may be executed by way of a manual or authorized digital signature. Delivery of an executed counterpart of a signature page to this Agreement or an Amendment by electronic transmission scanned pages shall be deemed effective as a delivery of a manually or digitally executed counterpart to this Agreement or any Amendment.

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

PARTIES:

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CUSTOMER	PICTOMETRY	
SOUTHERN CALIFORNIA ASSOCIATION OF	TON OF PICTOMETRY INTERNATIONAL CORP.	
GOVERNMENTS		
a political subdivision of the State of California	a Delaware corporation	
SIGNATURE: Basil Panas	SIGNATURE:	
Basil Panas	Brian Brockmann	
NAME: Basil Paña 58102900404	NAME: Brian Brockmann	
TITLE: CFO	TITLE: Corporate Vice President	
DATE: _{6/25/2020}	EXECUTION DATE: 6/25/2020	
	DATE OF RECEIPT (EFFECTIVE DATE) 6/25/2020	

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

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

ORDER#	
C11074408	

BILL TO
Southern California Association of Governments
Basil Panas, Chief Financial Officer
900 Wilshire Blvd.
Ste. 1700
Los Angeles, CA 90017
(213) 236-1817
panas@scag.ca.gov

SHIP TO
Southern California Association of Governments
Javier Aguilar, Senior Regional Planner
900 Wilshire Blvd.
Ste. 1700
Los Angeles, CA 90017
(213) 236-1845
aguilar@scag.ca.gov

CUSTOMER ID	SALES REP
A133917	bgarcia

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
948	IMAGERY-Color Digital Orthophotography Four Band-3in GSD-Industry- Stnd Delivery Format-per sq mi	Product includes: Color Digital Orthophotography Four Band - 3 inch GSD ("CDO4") consists of 3-inch GSD ortho mosaics delivered to Customer in an open industry-standard digital delivery format not proprietary to Pictometry. See Appendix for mosaic specifications and selected delivery format. Customer shall own the copies of the CDO4 delivered to the Customer in an industry-standard digital delivery format not proprietary to Pictometry pursuant to this Agreement (the "CDO4 Deliverables"), notwithstanding anything in this Agreement to the contrary. Pictometry shall retain copies of the CDO4 Deliverables and shall own those copies. Applicable Terms and Conditions: Order Form	\$325.00	\$225.00 (30.769%)	\$213,300.00
685,354	Third Party Planimetrics	Planimetrics provided by third-party vendor. Refer to attached Appendix for specifications. Applicable Terms and Conditions: Order Form	\$0.15		\$102,803.10
2	Pictometry Connect - CA - 1000	Pictometry Connect - CA - 1000 (Custom Access) provides up to 1000 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions;Software License Agreement	\$30,000.00		\$60,000.00
1	AccuPLUS Project Fee - PICT DTM	AccuPLUS project fee for projects without customer- supplied DTM Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$7,500.00		\$7,500.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$0.00		\$0.00
1	AccuPlus Imagery Bundle w/ Two(2) Yrs of EFS Maint & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	\$199.00	\$0.00 (100%)	\$0.00
1	Pictometry for Esri Web AppBuilder	Pictometry for Esri Web AppBuilder is a server based widget for installation on Customer's server that allows users with valid Pictometry Connect accounts to access oblique and orthogonal imagery within web applications authored using Web AppBuilder for ArcGIS (Developer Edition) available separately from Esri. Requires a Pictometry Connect account. Applicable Terms and Conditions: Software License Agreement	\$1,990.00	\$0.00 (100%)	\$0.00
2	CONNECT ImageService CA	Connect Image Service - CA (Custom Access) provides access via a secure web mapping service to existing orthomosaics available within Customer's Connect account. This service allows use by Customer each calendar month of a total number of image request transactions equal to the product resulting from multiplying (a) the number of concurrent users authorized to use the Connect Image Service pursuant to this Agreement, by (b) 1500 (such product being the "Monthly Image Request Limit"). To the extent use of the Connect Image Service pursuant to this Agreement results in a total number of image request transactions in excess of the Monthly Image Request Limit, Pictometry may review the usage with Customer, increase the price for Customer's Connect Image Service with Customer's consent or, in Pictometry's discretion, suspend further access by Customer to the Connect Image Service. This offering is provided solely for internal use within Customer's organization. Customer must maintain an active paid Pictometry Connect account in order to utilize the Connect Image Service. Applicable Terms and Conditions: Online Services General Terms and Conditions	\$2,000.00	\$0.00 (100%)	\$0.00
2	Pictometry Connect View - CA	Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Web Visualization Offering Terms and Conditions	\$750.00	\$0.00 (100%)	\$0.00
1	Integrated Pictometry Application	Integrated Pictometry Applications are web based technologies that allow a developer to embed a web instance into a product / application that connects to a customers Licensed Pictometry-hosted imagery. Currently supports JavaScript / iFrame applications for both Visualization (External or Public Facing) use and/or Analytics (Internal with Measurement Tools) use. Requires a Pictometry Connect or Pictometry Connect PFW / View Account depending on use type. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$1,990.00	\$0.00 (100%)	\$0.00

Thank you for choosing Pictometry as your service provider. TOTAL \$383,603.10

FEES; PAYMENT TERMS

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

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

addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts due under this Agreement including, but not limited to, attorneys' fees and court costs.

Due at Signing\$79,963.27Due at Initial Shipment of Imagery\$111,838.28Due at First Anniversary of Shipment of Imagery\$191,801.55

Total Payments \$383,603.10

PRODUCT PARAMETERS

Coverage Area Format:

ACCUPLUS IMAGERY

Product: IMAGERY-Color Digital Orthophotography Four Band-3in GSD-Industry-Stnd Delivery Format-

per sq mi Shapefile

Leaf: Leaf On: Foliage on trees and shrubs will likely be present

CONNECT

Product: Pictometry Connect - CA - 1000

Admin User Name:Javier AguilarAdmin User Email:aguilar@scag.ca.govGeofence:CA OrangeCA Los Angeles

Product: Pictometry Connect View - CA

Admin User Name:Javier AguilarAdmin User Email:aguilar@scag.ca.govGeofence:CA OrangeCA Los Angeles

CONNECT-SERVER INTEGRATION

Product: Pictometry for Esri Web AppBuilder

Server Integration: Web AppBuilder (Both Visualization and Analytics)

 Product:
 Integrated Pictometry Application

 Server Integration:
 IPA (Both Visualization & Analytics)

RapidAccess—Disaster Response Program ("DRP")

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

- A. Disaster Coverage Imagery at No Additional Charge Pictometry will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for DRP:
 - $\hfill \Box$ Hurricane: areas affected by hurricanes of Category 2 and higher.
 - ☐ **Tornado:** areas affected by tornados rated EF4 and higher.
 - ☐ **Terrorist:** areas affected by damage from terrorist attack.
 - □ **Earthquake:** areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
 - \square **Tsunami:** areas affected by damage to critical infrastructure resulting from tsunamis.
- **B. Discounted Rate** Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates.
- C. Online Services Use of Pictometry Connect ExplorerTM Pictometry's DRP includes the use of Connect Explorer for a term of ninety days from the date of delivery of the DRP imagery. Customer shall have access to the DRP imagery for as long as they maintain an active Connect account.

SECTION B

NON-STANDARD TERMS AND CONDITIONS

- 1. Pictometry shall use commercially reasonable efforts to complete the image capture in this Agreement during the Summer of 2020 capture season. This is a target season only because the image capture process and the delivery dates may be affected by numerous conditions outside of Pictometry's control including weather, aircraft availability, and airspace permissions.
- 2. Customer may provide access to the deliverables set forth under this Agreement, to local public agencies located within the bounds of Orange County, CA, subject to the terms and conditions contained herein. These local public agencies may include County and City departments and other county/local governmental entities.
- 3. Pictometry warrants that the Digital Aerial Data does not and shall not violate: (a) any applicable law, rule, or regulation ("Laws"); or (b) any contracts with third parties; or (c) any third-party rights in any patent, trademark, copyright, trade secret, or any other proprietary or intellectual property right.
- 4. Pictometry represents that it will identify, obtain and keep current all necessary licenses, approvals, permits and authorizations as may be required from time to time under applicable Laws and third-party contracts with respect to the Digital Aerial Data.
- 5. Pictometry warrants that it has full authority and sufficient right, title, and interest in and to the Digital Aerial Data subject to the terms set forth herein and in the LAC Agreement to grant and convey the rights accorded to the Customer.

APPENDIX 1

PHOTOGRAMMETRIC PRODUCT SPECIFICATIONS

Color Digital Orthophotography

Product Overview:

Seamless, 4-band, digital ortho-mosaic produced from individual frames and tiled to County's preferred tiling scheme. Specifications and deliverables as follows:

Acquisition:

Frame Overlap: 60% forward/30% side

Capture Window: solar elevation >30 degrees or most optimal 4-hour window

Environmental Conditions: ground free of snow cover; imagery free of clouds, fog, haze, smoke, and dust

Camera System: Pictometry PentaView Sensor based system; dynamic range of 12 bits per band, RGB + NIR, resampled to 8 bits during processing

Ground Control:

Points surveyed to meet ASPRS Positional Accuracy Standards Edition 1 Version 1 - November 2014

Image Processing:

Aerial Triangulation: Pictometry will perform aerial triangulation utilizing post-processed exterior orientations, calibrated camera model(s), and specified ground control points as input to the aerial triangulation process. Aerial triangulation process to be performed using Trimble Inpho's Match-AT software.

Elevation Surface: Best available terrain model will be used to support orthorectification; if surface is found to be of insufficient accuracy/quality to support accuracy specifications, Pictometry will use automated surface extraction with limited manual editing to generate a surface to support generation of orthormagery.

Orthorectification: Pictometry will use the triangulated exterior orientation values, calibrated camera interior orientation models, and the specified digital terrain model to perform the Orthorectification. When rectification requires a resampling of the source imagery, cubic convolution will be used.

Mosaicking: Global color balancing will be applied to all orthophotos to create homogeneous orthophotos within the project area. Local adjustments of brightness values, color, and contrast will be performed if needed. There will be no obvious seam edge between two adjacent orthophotos. Mosaic will be created using automated seamline steering, with manual edits to eliminate feature misalignment caused by seamlines which pass thru features above the elevation surface. Feature alignment across seamlines will be 3 pixels or better. When possible, seamlines will be steered away from elevated features to improve orthophoto quality. Final mosaic will be tiled and named according to the agreed upon schema for delivery or as specified below.

Tiling Schema: Imagery will be tiled according to mutually agreed upon schema.

Deliverables:

The following will be delivered:

3-inch GSD four-band (R,G,B,NIR) ortho mosaic tiles (GeoTIFF format; according to specified tiling schema)

3-inch GSD area-wide ortho mosaic (RGB, ECW format)

3-inch GSD area-wide ortho mosaic (RGB, MrSID format)

3-inch GSD area-wide ortho mosaic (CIR, ECW format)

3-inch GSD area-wide ortho mosaic (CIR, MrSID format)

FGDC compliant metadata

AT/Survey report

Orthomosaic Accuracy

3-inch GSD: RMSE(x or y) 0.75 ft; RMSE(r) 1.06 ft; NSSDA (95%) 1.84 ft

Third Party Planimetrics

Statement of Work

INTRODUCTION

Pictometry and its Subcontractor (DatasetSolutions) shall deliver under this Statement of Work (SOW) Building Representations collected from stereo imagery. The planimetric features (building representations) shall be topologically correct and meet the American Society for Photogrammetry and

Remote Sensing (ASPRS) accuracy standards for large scale class 1 maps for 1'' = 100' (and 1'' = 200' for some areas) mapping in order to be incorporated into existing participants' GIS systems.

DEFINITIONS

The following definitions shall apply throughout this SOW:

1. Building Representation

The term "Building Representation" shall mean Planimetric Feature representing the representation of an erect building (not under construction or ruin) that serves a primary business, government, or residential function.

SCOPE OF WORK

Utilization of stereo imagery to generate building representations with height attribution. This method will allow for data extraction without radial displacement and delineation of features obstructed by building lean.

- 1. Horizontal accuracy shall be consistent with Second Order, Class I, i.e. ninety- five percent (95%) confidence interval of 2 cm base error and 20 parts per million linear errors.
- 2. Data creation shall be constrained to American Society for Photogrammetry and Remote Sensing (ASPRS) accuracy standards for large scale class 1 maps for 1" = 100'.
- 3. Vertical datum shall be NAVD88. All vertical stations set will be tied directly to NGS monuments whose orthometric height was determined by differential leveling and adjusted by the NGS on, or after June 1995.
- 4. Units shall be U.S. Survey Feet.
- 5. All features will conform to the representative State Plane Coordinate System required by the customer.
- 6. Each enclosed building representation polygon shall contain two "z" (elevation) attributes representing the highest point on the building (building height above ground and mean sea level), excluding flagpoles, chimneys, and other features smaller than 4 square feet.
- 7. Original building IDs shall be maintained with new building IDs generated for buildings. A separate data set for demolished/removed building representations will also be created.

TESTED CHARACTERISTIC	MEASURE OF ACCEPTABILITY
Feature	Features captured will represent building representations for permanent structures that meet the minimum size requirements. This excludes RV parks.
Feature Types	Primary building - Polygon enclosing all erect buildings (not under construction or ruin) that serve primary business and residential functions (i.e., houses, apartments, commercial facilities). Includes attached covered porches, permanent overhangs, carport roofs, covered sidewalks, etc. as part of the building. Do not show common rooflines (e.g., between town homes, or interior sections/firewalls in commercial buildings). Courtyard or Atrium - Polygon created inside a primary building that is fully encompassing of an open area. Secondary building - Polygon enclosing allerect buildings (not under construction or ruin) that serve as secondary or minor buildings (garage/outbuilding). Includes the following: Smokestack - A closed circle enclosing the base of a large cylindrical smokestack. Silo/Bin - Polygon enclosing a large cylindrical receptacle for farm product storage. Tank - Polygon enclosing commercial storage tank features (Oil, chemical and propane). Do not capture small private/residential propane tanks. Water tower - Polygon enclosing water tower.

	Do not capture temporary structures such as construction trailers or tool storage sheds.
Vector data	Features should be closed polygons that are snapped and joined to create continuous segments without overruns and gaps.
Buildings/townhouses and parcels	Features will be cut by parcel lines (downtown core buildings only) unless extending 1' or less into the next parcel. In this case, it should be snapped to the parcel. Townhouses and contiguous buildings crossing parcel lines will not be cut.
Buildings connected by corridors, covers, and walkways	Each building portion shall be created or digitized as a separate polygon (when possible).
Building generalization	Building shapes can be "interpreted" (and attributed as such) when factors such as shadows or occlusions exist.
Vertical or "Z" values and building IDs	Z-values for height above ground and mean sea level will be gathered from the highest point of the roof (rounded to the nearest 1/10 th of a foot). This excludes non-structural features such as chimneys, air conditioning units, antennas, and flag poles. Original building IDs will be maintained with new IDs generated for updated/new buildings. Demolished/removed building representations will be consolidated into a separate data set.
Minimum building size	Building shapes (polygons) should be created for all structures 20' X 20' (or 400 sq. ft.) or larger in size.
Minimum segment length	1.5' excluding awnings
Metadata	Meets minimum FGDC Content Standard.
Attribute Table Contents	Attribute contents shall include the following; • FID • Shape (Polygon) • ObjectID • BLD_ID • Height • Elevation • Source (imagery) • Area • Shape_Length • Shape_Area

SECTOR MAP

