LAC EXTERNAL ENTITY AGREEMENT BETWEEN PICTOMETRY INTERNATIONAL CORP. ("PICTOMETRY") AND CITY OF MERCED, CA ("CUSTOMER")

Whereas, Pictometry is 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) to 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 follow

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
   Sector Map

   (all of which, collectively, constitute the "City of Merced Agreement") 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 City of Merced 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 City of Merced 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 City of Merced 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 this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
1776 Grogan Ave	25 Methodist Hill Drive
Merced, CA 95341	Rochester, NY 14623
Attn: Michael Machado, GIS Coordinator	Attn: General Counsel
Phone: (209) 384-5789	Phone: (585) 486-0093 Fax: (585) 486-0098

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

4. All the City of Merced 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 City of Merced 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 City of Merced Agreement to any person or entity, provided the assignee has assumed all of Pictometry's obligations under the City of Merced 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 City of Merced Agreement.

6. The products and services described in Section A to the City of Merced 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 City of Merced Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of the City of Merced Agreement, subject to the terms and conditions set forth in the City of Merced Agreement.

8. Customer hereby agrees to pay the Fees specified in Section A of the City of Merced Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of the City of Merced Agreement.

The City of Merced 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:

CUSTOMER	**PICTOMETRY**
CITY OF MERCED, CA	**PICTOMETRY INTERNATIONAL CORP.**
(entity type)	a Delaware corporation
SIGNATURE:	**SIGNATURE:**
NAME:	**NAME:** Rishi Daga
TITLE:	**TITLE:** President
DATE:	**EXECUTION DATE:** October 12, 2018
	DATE OF RECEIPT (EFFECTIVE DATE):

Approved as to form

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

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

ORDER #
C192621

BILL TO
City of Merced, CA
Michael Machado, GIS Coordinator
1776 Grogan Ave Merced, CA 95341
(209) 384-5789
machadom@cityofmerced.org

SHIP TO
City of Merced, CA
Michael Machado, GIS Coordinator
1776 Grogan Ave Merced, CA 95341
(209) 384-5789
machadom@cityofmerced.org

CUSTOMER ID	SALES REP
A116635	jwilson

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
98	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$450.00	$427.00 (5.111%)	$41,846.00
98	Tiles - Standard Compressed (3in GSD; MrSID format) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$4.00	$0.00 (100%)	$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. Applicable Terms and Conditions: Software License Agreement	$0.00		$0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	$0.00		$0.00
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
98	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding AccuPlus product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$2.00	$0.00 (100%)	$0.00
98	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$20.00	$0.00 (100%)	$0.00

Thank you for choosing Pictometry as your service provider.	TOTAL	$41,846.00

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

FEES; PAYMENT TERMS

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

Due at Signing	$5,230.75
Due at Initial Shipment of Imagery	$15,692.25
Due at First Anniversary of Shipment of Imagery	$20,923.00
Total Payments	**$41,846.00**

PRODUCT PARAMETERS

IMAGERY

Product:	**IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector**
Leaf:	Leaf Off: Less than 30% leaf cover

STANDARD ORTHO MOSAIC PRODUCTS

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

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

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

RapidAccess—Disaster Response Program ("DRP")

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

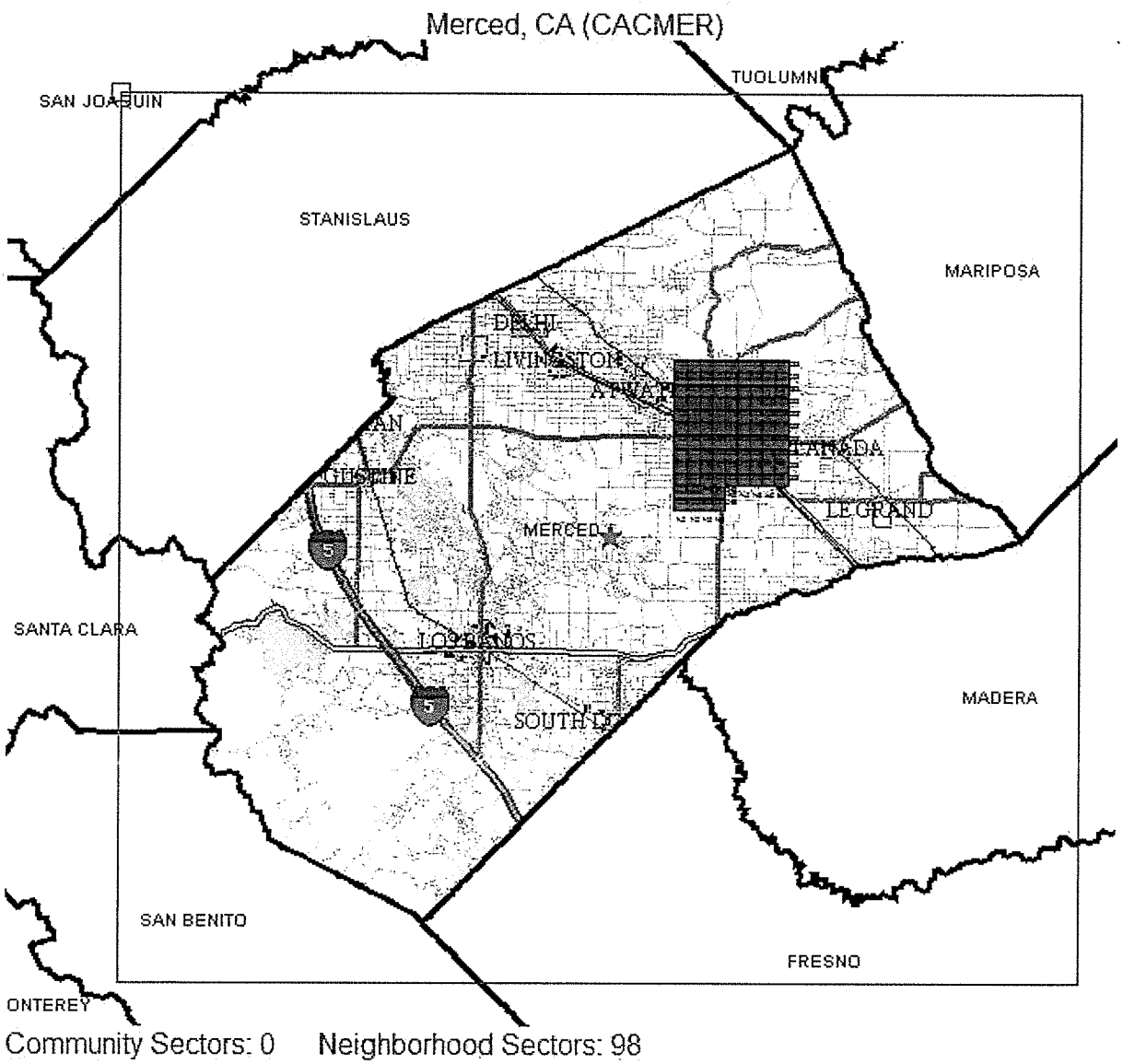
A. **Disaster Coverage Imagery at No Additional Charge** – Pictometry will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period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

- ☐ **Hurricane:** areas affected by hurricanes of Category 2 and higher.
- ☐ **Tornado:** areas affected by tornados rated EF4 and higher.
- ☐ **Terrorist:** areas affected by damage from terrorist attack.
- ☐ **Earthquake:** areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
- ☐ **Tsunami:** areas affected by damage to critical infrastructure resulting from tsunamis.

B. **Discounted Rate** – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates.

C. **Online Services – Use of Pictometry Connect Explorer™** – Pictometry's DRP includes the use of Connect Explorer for a term of ninety days from the date of delivery of the DRP imagery. Customer shall have access to the DRP imagery for as long as they maintain an active Connect account.

SECTOR MAP


Merced, CA (CACMER)
SAN JOAQUIN
TUOLUMNE
STANISLAUS
MARIPOSA
DELHI
LIVINGSTON
ATWATER
CANADA
CRESSEY
LE GRAND
MERCED
SANTA CLARA
LOS BANOS
SOUTH DOS
MADERA
SAN BENITO
FRESNO
ONTEREY
Community Sectors: 0
Neighborhood Sectors: 98