

Napa County Agreement No. 250096B

**LAC EXTERNAL ENTITY AGREEMENT BETWEEN
PICTOMETRY INTERNATIONAL CORP. DBA EAGLEVIEW (“EAGLEVIEW”) AND
NAPA COUNTY, CA (“CUSTOMER”)**

Whereas, EagleView is a party to an Agreement By and Between County of Los Angeles and EagleView 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 EagleView products and services as an External Entity based upon the LAC Agreement;

Now therefore, Customer and EagleView 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 “Napa County Agreement”), which sets forth the entire understanding between EagleView 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 Napa County 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 Napa County 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 Napa County 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 Napa County Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	EAGLEVIEW NOTICE ADDRESS
650 Imperial Way	25 Methodist Hill Drive
Napa, California 94559	Rochester, NY 14623
Attn: Andrew Eaman	Attn: Contract Administration
Phone: 7206354609	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 Napa County 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) EagleView shall have the right to assign its right to receive Fees under the Napa County Agreement, provided no such assignment shall affect EagleView’s obligations hereunder, and (ii) EagleView shall have the right to assign all its rights under the Napa County Agreement to any person or entity, provided the assignee has assumed all of EagleView’s obligations under the Napa County 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 Napa County Agreement.

6. The products and services described in Section A to the Napa County 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 Napa County Agreement, EagleView agrees to provide Customer with access to and use of the products specified in Section A of the Napa County Agreement, subject to the terms and conditions set forth in the Napa County Agreement.
8. Customer hereby agrees to pay the Fees specified in Section A of the Napa County Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of the Napa County Agreement.

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

PARTIES:

CUSTOMER	EAGLEVIEW
NAPA COUNTY, CA	PICTOMETRY INTERNATIONAL CORP.
a political subdivision of the State of California	a Delaware corporation
SIGNATURE:	SIGNATURE: <u>Robert Locke</u> <small>Robert Locke Aug 7 2024 11:10</small>
NAME:	NAME: Robert Locke
TITLE:	TITLE: President
DATE:	EXECUTION DATE: Aug 7, 2024
	DATE OF RECEIPT (EFFECTIVE DATE):

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Ryan FitzGerald (e-sign)</u></p> <p>Date: <u>August 2, 2024</u></p> <p>PL No.: <u>117915</u></p>

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

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

ORDER #
LC-10007413

BILL TO
Napa County, CA
Andrew Eaman
650 Imperial Way
Napa, California 94559
7206354609
andrew.eaman@countyofnapa.org

SHIP TO
Napa County, CA
Andrew Eaman
650 Imperial Way
Napa, California 94559
7206354609
andrew.eaman@countyofnapa.org

CUSTOMER ID	SALES REP
A1283097	Arijun Cardoza

PROJECT 1					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE %	AMOUNT'
847	Reveal Advanced Neighborhood	<p>Provides high resolution, measurable oblique and orthogonal imagery at a Neighborhood level as well as Reveal Four Band Color Infrared, Reveal Certified Ortho, and Reveal TrueTouch add-on options. Oblique and orthogonal image frames collected at 6in GSD or better. Includes the delivery of two orthomosaics, a preliminary RGB orthomosaic and a final orthomosaic inclusive of the four band color infrared, certified, and true touch workflows. Both orthomosaics will be produced at 6in GSD including project-wide color and contrast balancing. The preliminary orthomosaic will utilize a fully automated photogrammetric process where visible seamlines may be present. The final orthomosaic is produced in accordance with state and local requirements and is produced to meet ASPRS Positional Accuracy Standards for Digital Geospatial Data (2014) for a 12in RMSE_x / RMSE_y Horizontal Accuracy Class. The final orthomosaic also includes corrections to address visible seamline edges between two (or more) adjacent orthophotos, misalignment of features on the ground (such as roads and buildings) > 24in, removal of image warping or smearing, and the reduction of building lean so that tall buildings do not obstruct transit features. Preliminary orthomosaic to be provided via online viewer (separate CONNECT account required), final orthomosaic provided via online viewer and offline in one file format, projection, and coordinate system selected by the customer from those which are supported by EagleView. Delivery extent based on an EagleView approved delivery grid shapefile.</p> <p><i>Product Parameters:</i> Elevation Data Source: Public Avail - NED/USGS/GeoBase Leaf: Leaf Off: Less than 30% leaf cover</p>	\$ 240.00		\$ 203,280.00
3	CONNECT Gov 50 Package	<p>CONNECT Gov 50 Package provides Customer with access to and use of Pictometry Connect - CA - 50, Pictometry Connect View - CA, and CONNECT ImageService CA as described elsewhere in this Agreement.</p> <p><i>Product Parameters:</i></p>	\$ 3,500.00	50%	\$ 5,250.00

		Desktop Application:			
1	Pictometry Connect - EarlyAccess	<p>Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product.</p> <p><i>Product Parameters:</i> Server Integration: Third-Party Integrator: Domain URL:</p>	\$ 10,000.00	100%	\$ 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. Term commences on date of initial shipment of imagery for a project. The quantity represents the number of years in the DRP term.	\$ 0.00		\$ 0.00
1	Oblique Support Bundle	Includes digital copy of the Licensed Documentation for the License Software, one, two, or three hour End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, five, ten, or fifteen 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 one, two, or three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$ 0.00		\$ 0.00
847	Reveal Certified Ortho Neighborhood	<p>Certified Ortho upgrades a Reveal orthomosaic to an authoritative orthomosaic produced in accordance with state and local requirements. Orthomosaic imagery produced to meet ASPRS Positional Accuracy Standards for Digital Geospatial Data (2014) for a 12in RMSE_x / RMSE_y Horizontal Accuracy Class.</p> <p><i>Product Parameters:</i> Elevation Data Source: Public Avail - NED/USGS/GeoBase Leaf: Leaf Off: Less than 30% leaf cover</p>	\$ 30.00	100%	\$ 0.00

847	Reveal TrueTouch Neighborhood	<p>TrueTouch is the application of visual improvements to Reveal orthomosaic imagery. Features eligible for correction include visible seamline edges between two (or more) adjacent orthophotos, misalignment of features on the ground (such as roads and buildings) > 24in, removal of image warping or smearing, and the reduction of building lean so that tall buildings do not obstruct transit features.</p> <p><i>Product Parameters:</i> Elevation Data Source: Public Avail - NED/USGS/GeoBase Leaf: Leaf Off: Less than 30% leaf cover</p>	\$ 30.00	100%	\$ 0.00
847	Reveal Four Band Color Infrared Neighborhood	<p>Four Band Color Infrared includes the collection of Near-Infrared (NIR) band data along with Reveal RGB orthogonal imagery. NIR frame imagery produced at 6in GSD or better. Delivery of false color/CIR orthomosaic to be provided via online viewer (separate CONNECT account required), offline delivery available for false color/CIR, and four band orthomosaic and tiles in one file format, projection, and coordinate system selected by the customer from those which are supported by EagleView.</p> <p><i>Product Parameters:</i> Elevation Data Source: Public Avail - NED/USGS/GeoBase Leaf: Leaf Off: Less than 30% leaf cover</p>	\$ 50.00	100%	\$ 0.00
3	Pictometry Connect View - CA	<p>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.</p> <p><i>Product Parameters:</i> Admin User: Andrew Eaman Admin User Email: andrew.eaman@countyofnapa.org</p>	\$ 750.00	100%	\$ 0.00

3	CONNECT ImageService CA	<p>Provides access via a secure web mapping service to existing orthomosaics available within Customer's Connect account. This service allows for unlimited image request transactions pursuant to this Agreement. EagleView may review the usage and, in EagleView's sole discretion, limit further access by Customer to the Connect Image Service based on fair usage and bandwidth restrictions. The orthomosaic imagery provided by this service may be used on Customer's public and internal websites and applications as a basemap layer. The image service application including any links or API keys provided by EagleView may not be shared with users outside of the customer's organization. Customer must maintain an active paid EagleView Connect account in order to utilize the Connect Image Service.</p> <p><i>Product Parameters:</i> Elevation Data Source: Public Avail - NED/USGS/GeoBase Leaf: Leaf Off: Less than 30% leaf cover</p>	\$ 2,000.00	100%	\$ 0.00
3	Pictometry for Esri Web AppBuilder	<p>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.</p> <p><i>Product Parameters:</i> Server Integration: Esri Web AppBuilder Third-Party Integrator: Domain URL: TBD</p>	\$ 1,990.00	100%	\$ 0.00
3	Integrated Pictometry Application	<p>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.</p> <p><i>Product Parameters:</i> Server Integration: IPA (Both Visualization & Analytics) Third-Party Integrator: Domain URL: TBD</p>	\$ 1,990.00	100%	\$ 0.00
3	Pictometry Connect - CA - 50	<p>Pictometry Connect - CA - 50 (Custom Access) provides up to 50 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.</p> <p><i>Product Parameters:</i> Admin User: Andrew Eaman</p>	\$ 2,200.00	100%	\$ 0.00

		Admin User Email: andrew.aman@countyofnapa.org			
1	Oblique Imagery Bundle w/Three (3)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, fifteen (15) 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 three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$ 0.00		\$ 0.00
62	Reveal Advanced Property	Provides high resolution, measurable oblique and orthogonal imagery at a Property level as well as Reveal Four Band Color Infrared, Reveal Certified Ortho, and Reveal TrueTouch add-on options. Oblique and orthogonal image frames collected at 3in GSD or better. Includes the delivery of two orthomosaics, a preliminary RGB orthomosaic and a final orthomosaic inclusive of the four band color infrared, certified, and true touch workflows. Both orthomosaics will be produced at 3in GSD including project-wide color and contrast balancing. The preliminary orthomosaic will utilize a fully automated photogrammetric process where visible seamlines may be present. The final orthomosaic is produced in accordance with state and local requirements and is produced to meet ASPRS Positional Accuracy Standards for Digital Geospatial Data (2014) for a 6in RMSE _x / RMSE _y Horizontal Accuracy Class. The final orthomosaic also includes corrections to address visible seamline edges between two (or more) adjacent orthophotos, misalignment of features on the ground (such as roads and buildings) > 12in, removal of image warping or smearing, and the reduction of building lean so that tall buildings do not obstruct transit features. Preliminary orthomosaic to be provided via online viewer (separate CONNECT account required), final orthomosaic provided via online viewer and offline in one file format, projection, and coordinate system selected by the customer from those which are supported by EagleView. Delivery extent based on an EagleView approved delivery grid shapefile. <i>Product Parameters:</i> Elevation Data Source: Public Avail - NED/USGS/GeoBase Leaf: Leaf Off: Less than 30% leaf cover	\$ 600.00		\$ 37,200.00

15	Reveal Essentials Property	<p>Provides high resolution, measurable orthogonal imagery at a Property level. Orthogonal image frames collected at 3in GSD or better. Orthomosaic imagery produced at 3in GSD via a fully automated photogrammetric process which includes project-wide color and contrast balancing. Visible seamlines may be present. Delivery to be provided via online viewer (separate CONNECT account required) and offline in one file format, projection, and coordinate system selected by the customer from those which are supported by EagleView. Delivery extent based on an EagleView approved delivery grid shapefile.</p> <p><i>Product Parameters:</i> Elevation Data Source: Public Avail - NED/USGS/GeoBase Leaf: Leaf Off: Less than 30% leaf cover</p>	\$ 180.00		\$ 2,700.00
15	Reveal Certified Ortho Property	<p>Certified Ortho upgrades a Reveal orthomosaic to an authoritative orthomosaic produced in accordance with state and local requirements. Orthomosaic imagery produced to meet ASPRS Positional Accuracy Standards for Digital Geospatial Data (2014) for a 6in RMSE_x / RMSE_y Horizontal Accuracy Class.</p> <p><i>Product Parameters:</i> Elevation Data Source: Public Avail - NED/USGS/GeoBase Leaf: Leaf Off: Less than 30% leaf cover</p>	\$ 50.00		\$ 750.00
15	Reveal TrueTouch Property	<p>TrueTouch is the application of visual improvements to Reveal orthomosaic imagery. Features eligible for correction include visible seamline edges between two (or more) adjacent orthophotos, misalignment of features on the ground (such as roads and buildings) > 12in, removal of image warping or smearing, and the reduction of building lean so that tall buildings do not obstruct transit features.</p> <p><i>Product Parameters:</i> Elevation Data Source: Public Avail - NED/USGS/GeoBase Leaf: Leaf Off: Less than 30% leaf cover</p>	\$ 50.00		\$ 750.00
62	Reveal Certified Ortho Property	<p>Certified Ortho upgrades a Reveal orthomosaic to an authoritative orthomosaic produced in accordance with state and local requirements. Orthomosaic imagery produced to meet ASPRS Positional Accuracy Standards for Digital Geospatial Data (2014) for a 6in RMSE_x / RMSE_y Horizontal Accuracy Class.</p> <p><i>Product Parameters:</i> Elevation Data Source: Public Avail - NED/USGS/GeoBase Leaf: Leaf Off: Less than 30% leaf cover</p>	\$ 55.00	100%	\$ 0.00

62	Reveal TrueTouch Property	TrueTouch is the application of visual improvements to Reveal orthomosaic imagery. Features eligible for correction include visible seamline edges between two (or more) adjacent orthophotos, misalignment of features on the ground (such as roads and buildings) > 12in, removal of image warping or smearing, and the reduction of building lean so that tall buildings do not obstruct transit features. <i>Product Parameters:</i> Elevation Data Source: Public Avail - NED/USGS/GeoBase Leaf: Leaf Off: Less than 30% leaf cover	\$ 55.00	100%	\$ 0.00
62	Reveal Four Band Color Infrared Property	Four Band Color Infrared includes the collection of Near-Infrared (NIR) band data along with Reveal RGB orthogonal imagery. NIR frame imagery produced at 3in GSD or better. Delivery of false color/CIR orthomosaic to be provided via online viewer (separate CONNECT account required), offline delivery available for false color/CIR ,and four band orthomosaic and tiles in one file format, projection, and coordinate system selected by the customer from those which are supported by EagleView. <i>Product Parameters:</i> Elevation Data Source: Public Avail - NED/USGS/GeoBase Leaf: Leaf Off: Less than 30% leaf cover	\$ 55.00	100%	\$ 0.00
15	Reveal Four Band Color Infrared Property	Four Band Color Infrared includes the collection of Near-Infrared (NIR) band data along with Reveal RGB orthogonal imagery. NIR frame imagery produced at 3in GSD or better. Delivery of false color/CIR orthomosaic to be provided via online viewer (separate CONNECT account required), offline delivery available for false color/CIR ,and four band orthomosaic and tiles in one file format, projection, and coordinate system selected by the customer from those which are supported by EagleView. <i>Product Parameters:</i> Elevation Data Source: Public Avail - NED/USGS/GeoBase Leaf: Leaf Off: Less than 30% leaf cover	\$ 150.00		\$ 2,250.00
SUBTOTAL					\$252,180.00
Thank you for choosing EagleView as your service provider.			TOTAL		\$ 252,180.00

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

Geofences:

- CA Napa (Primary)
- CA Solano
- CA Sonoma

Geofences Products Affected:

- CONNECT Gov 50 Package
- Pictometry Connect - Early Access

FEES; PAYMENT TERMS

All amounts due to EagleView 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 EagleView without reducing any amount owed to EagleView unless documents satisfactory to EagleView evidencing exemption from such taxes is provided to EagleView 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 EagleView all costs EagleView incurs in collecting past due amounts due under this Agreement including, but not limited to, attorneys' fees and court costs.

First Project

Year1	
Deposit/Due At Signing	\$0.00
Due at Delivery/Activation	\$84,060.00
Year2	
Due at Anniversary of Delivery/Activation	\$84,060.00
Year3	
Due at Anniversary of Delivery/Activation	\$84,060.00

PRODUCT PARAMETERS

RapidAccess—Disaster Response Program (“DRP”)

A. Disaster Coverage Imagery – If Section A: Product Description, Prices and Payment Terms provides EagleView will provide DRP, then EagleView will, upon request of Customer, provide standard quality imagery of up to 200 square miles of affected areas (as determined by EagleView) upon the occurrence of any of the following events during any period Customer is eligible for DRP:

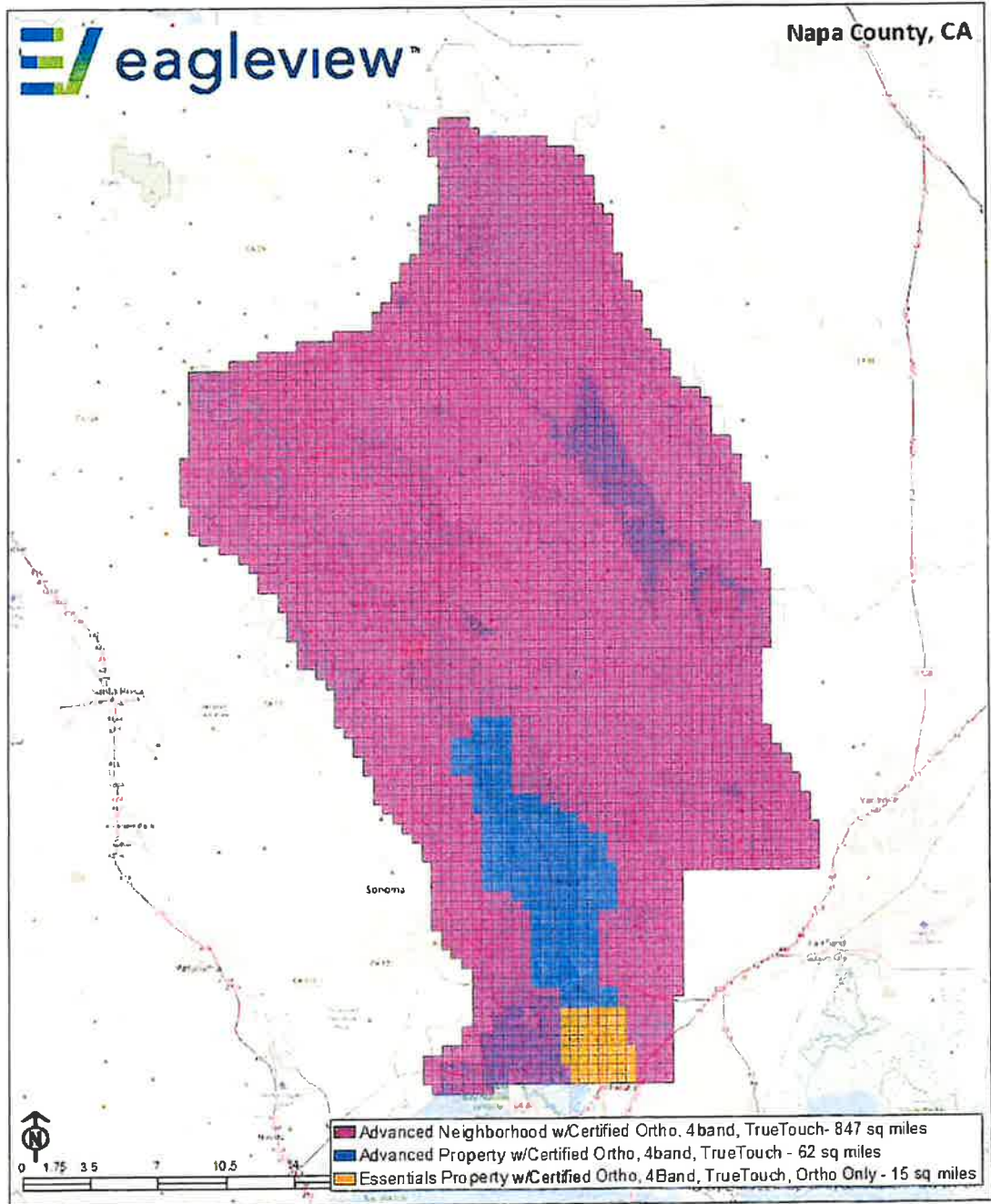
- Hurricane: areas affected by hurricanes of Category 2 and higher.
- Tornado: areas affected by tornados rated EF4 and higher.
- Terrorist: areas affected by damage from terrorist attack.
- Earthquake: areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
- [] Tsunami: areas affected by damage to critical infrastructure resulting from tsunamis.
- [] Wildfire: areas affected by wildfire that include appraisable structures at a density of 100 structures per sq mi or greater

Imagery captured through DRP will be captured “as-is”.

B. Discounted Rate – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to EagleView 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, flooding meeting or exceeding the major flood stage, wildfires impacting population centers, or other disasters as agreed to between the customer and EagleView, will be, subject to EagleView resource availability, offered to Customer at the then current DRP rates.

C. Online Services – Use of Pictometry ConnectExplorer™ – EagleView’s DRP includes the use of Connect Explorer for a term of ninety (90) 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



Contains information from OpenStreetMap, which is made available here under the Open Database License (ODBL) openstreetmap.org/copyright