2 0 16

ISLAND COUNTY COMMISSIONERS' WORK SESSION SCHEDULE
SEPTEMBER

REGULAR WORK SESSION
2nd WEDNESDAY, SEPTEMBER 14, 2016

9:00 a.m. **WSU Extension**
9:15 a.m. Community Development
9:30 a.m. Budget Director
9:45 a.m. Commissioners Office

The Board of County Commissioners meets in Work Session routinely on the first three Wednesdays of each month (unless otherwise scheduled). Work Sessions are held in the Annex Building, Commissioners' Hearing Room, #B102, 1 NE 6th Street, Coupeville, Wa.

Work sessions are public meetings which provide an opportunity in an informal workshop format for the Board to review in detail ongoing issues with individual departments and elected officials. This time also is used for the Board to meet with other agencies, committees and groups to discuss specific topics of mutual interest. Items are typically first reviewed at Work Session before being scheduled on the agenda for the Board's regular business meetings held on Tuesdays.

Times for each department are approximate. Due to time constraints, a time slot scheduled for a specific department may be revised (earlier or later) as the Work Session progresses. Because of the workshop format and time sensitivity of certain items, topics may be discussed that are not included on a department's agenda.

Persons requiring auxiliary aids/services should call Island County Human Resources at 360 – 679-7372, 629-4522 Ext. 7372, or 321-5111 Ext. 7372 – at least 24 hours prior to the meeting.

BOCC:pd

cc: Elected Officials
Appointed Department Heads
Press

WSU EXTENSION
BOCC Work Session Agenda
September 14, 2016

1. Subject: Island County Noxious Weed Control Coordinator buyout
   Attachment: Yes
   Proposed Action: Discussion

Janet Stein Balance SWB Balance
as of 8/25/2016

	contract $ Balance	2016 $ Balance	2Q16 comp rate	2016 hours balance	$ Balance	less reported hours worked	new hr bal.
Current Expense	1,500.42	1,500.42	43.50	34.49	210.65	29.65	4.84
Public Works	4,754.19	4,754.19	43.50	109.29	4,520.60	5.37	103.92
Spartina - whole contract thru 6/2017	15,415.56	7,600.43	43.50	174.72	6,932.27	15.36	159.36
Iverson	24,597.03	10,197.03	43.50	234.41	9,762.03	10	224.41
		24,052.07		552.92	21,425.54	60.38	492.54

Leave time available as of 8/25/2016

	hours
AAL	12.60
AL	228.45
SL	205.01

(Assuming the employee accrues for three more pay periods and does not use any leave...)

AL: 238.77 hrs X $18.52145 = $4,422.37
SL: (213.86 hrs/2) X $18.52145 = $1,980.50

TOTAL ESTIMATED PAYOUT: **$6,402.87** leaving balance:

				comp. rate	hours bal.	
Current Expense @	36%	$2,305.03	-$2,094.39	43.50	-48.15	
Public Works @	16%	$1,024.46	$3,496.14	43.50	80.37	
Spartina @	22%	$1,408.63	$5,523.64	43.50	126.98	
Iverson @	26%	$1,664.75	$8,097.28	43.50	186.14	
		$6,402.87	$15,022.67		345.35	hours/34= 15.45 weeks

ISLAND COUNTY
PLANNING & COMMUNITY DEVELOPMENT

COMMISSIONERS AGENDA
Current Use Planning & Community Development
- Work Session -

September 14, 2016

Subject/Description: Contract for software purchase with Pictometry

Attachment: Yes – draft contract; Resolution C- -16; PLG-010-16 Sole Source Purchase

Action Requested: Move forward for signature on the consent agenda 9/20/16 after contract review complete. RM-PLAN-2016-310

Follow up:

Subject/Description: Contract for software purchase with Latitude Geographics Group Ltd.

Attachment: Yes – draft contract; Resolution C- -16; PLG-009-16 Sole Source Purchase

Action Requested: Move forward for signature on the consent agenda 9/20/16 after contract review complete. RM-PLAN-2016-313

Follow up:

AGREEMENT BETWEEN PICTOMETRY INTERNATIONAL CORP. ("PICTOMETRY") AND ISLAND COUNTY, WA ("CUSTOMER")

1. This order form ("Order Form"), in combination with the contract components listed below:

   Section A: Product Descriptions, Prices and Payment Terms
   Section B: License Terms:
   - Delivered Content Terms and Conditions of Use
   - Online Services General Terms and Conditions
   - Web Visualization Offering Terms and Conditions
   - Software License Agreement

   Section C: Non-Standard Terms and Conditions

   (all of which, collectively, constitute this "Agreement") set 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. Any modifications to this 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 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 this 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; Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading 'Section B: License Terms'; and Order Form.

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
1 NE 7th Street	25 Methodist Hill Drive
Coupeville, WA 98239	Rochester, NY 14623
Attn: Becca Blackman, GIS Coordinator	Attn: Contract Administration
Phone: (360) 678-2342 Fax:	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. This 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 this Agreement, provided no such assignment shall affect Pictometry's obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry's obligations under this Agreement.

5. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (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 OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.

7. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.

8. 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.

9. Pictometry shall not be responsible for any failure on its part 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, weather, 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 performance for a period of time reasonably related to the time and nature of the cause of the delay.

10. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of 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**
ISLAND COUNTY, WA	**PICTOMETRY INTERNATIONAL CORP.**
(entity type)	a Delaware corporation
SIGNATURE:	**SIGNATURE:**
NAME:	**NAME:**
TITLE:	**TITLE:**
DATE:	**EXECUTION DATE:**
	DATE OF RECEIPT (EFFECTIVE DATE):

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

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

ORDER #
C187916

BILL TO
Island County, WA
Becca Blackman, GIS Coordinator
1 NE 7th Street Coupeville, WA 98239
(360) 678-2342
bm.blackman@co.island.wa.us

SHIP TO
Island County, WA
Becca Blackman, GIS Coordinator
1 NE 7th Street Coupeville, WA 98239
(360) 678-2342
bm.blackman@co.island.wa.us

CUSTOMER ID	SALES REP
A118204	pcani

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
309	Existing Imagery	Refer to non-standard product specifications for details on existing imagery to be provided. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$250.00	$31.25 (87.5%)	$9,656.25
2	CONNECT Gov 50 Package	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. Applicable Terms and Conditions: Online Services General Terms and Conditions;Software License Agreement	$3,500.00		$7,000.00
309	Mosaic Tile Reprocessing Per Sector	Reprocessing of tiles after a library has been delivered. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$10.00		$3,090.00
309	Tiles - Standard (6in GSD; JPG format) Per Sector	Available with corresponding 3", 4", or 6" GSD imagery purchase. 6-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	$10.00 (50.0%)	$3,090.00
1	Sales Tax	***FOR FINANCE AND CONTRACT ADMIN USE ONLY*** Applicable Terms and Conditions: Order Form	$2,290.38		$2,290.38
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		$1,990.00
1	Pictometry Connect - Third Party Sourced Orthomosaic	Processing of an existing single continuous third party orthomosaic for ingestion into Customer's Connect account as a discrete image library. This offering requires an existing third party orthomosaic, evidence satisfactory to Pictometry of copyright clearance for this use of the third party orthomosaic and an active Pictometry Connect account. Applicable Terms and Conditions: Order Form	$1,500.00		$1,500.00
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	$199.00	$0.00 (100.0%)	$0.00

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
		onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form			
309	Mosaic - Area Wide (6in GSD; ECW format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to ECW of individual tiles of 6-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	$1.00	$0.00 (100.0%)	$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%)	$0.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version. Applicable Terms and Conditions: Software License Agreement	$0.00		$0.00
1	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. Term ends upon the earlier to occur of (i) the expiration of the term specified elsewhere in this Agreement, or (ii) the volume of geocode requests submitted through the application exceeding 10,000. License Term: 2 Year(s) Applicable Terms and Conditions: Web Visualization Offering Terms and Conditions	$1,500.00	$0.00 (100.0%)	$0.00
1	Pictometry Connect - CA - 50	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. License Term: 2 Year(s) Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	$4,400.00	$0.00 (100.0%)	$0.00
1	Pictometry Connect - GA - Bundled Trial	Pictometry Connect - GA - Bundled Trial (Generally Available Access) provides an organization the ability to login and access the Pictometry-hosted generally available 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 for the purposes of reviewing Pictometry applications and testing uploading capabilities. A trial account may be limited by date of capture, image resolution and number of image exports. Term commences on date of activation. License Term: expires 12/31/2016 Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	$0.00		$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	$2,000.00	$0.00 (100.0%)	$0.00

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
		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. License Term: 2 Year(s) Applicable Terms and Conditions: Online Services General Terms and Conditions			

Thank you for choosing Pictometry as your service provider.	**TOTAL**	$28,616.63

[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	$4,145.40
Due at Initial Shipment of Imagery	$12,436.23
Due at First Anniversary of Shipment of Imagery	$1,545.00
Due at Activation of Online Services	$10,490.00
Total Payments	**$28,616.63**

PRODUCT PARAMETERS

IMAGERY

Product:	**Existing Imagery**
Elevation Source:	USGS
Leaf:	Leaf Off: Less than 30% leaf cover
Special Instructions:	WAZISL15 – shown on attached sector map

Island County WA will be provided a physical delivery to the WAZISL15 imager library as well a have the imagery made avaialbe in Connect.

- Pictometry will re-process the 2015 imagery with their LiDAR; the County provided LiDAR does not cover the whole 2015 area
- Pictometry will create mosaic tiles and put orthomosaics into Connect with this reprocessed 2015 imagery however this will be only for the area that covers Island County
- Pictometry will create area-wides from the reprocessed 2015 imagery and deliver those via hard drive – these will be only for the area that covers Island County
- Pictometry will deliver the reprocessed 2015 imagery on hard drive with EFS – this will be only the imagery from WAZISL15 that covers Island County
- Customer will provide one 3rd-Party Orthomosaic to be put onto Connect and Restricted for their use only.
- The 2015 and 2006 Pictometry imagery is leafy, having more 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.

CONNECT

Product:	**Pictometry Connect View - CA**
Admin User Name:	Becca Blackman
Admin User Email:	bm.blackman@co.island.wa.us
Requested Activation:	Upon Authorization
Special Instructions:	
Geofence:	WA Island

Product:	**Pictometry Connect - CA - 50**
Admin User Name:	Becca Blackman
Admin User Email:	bm.blackman@co.island.wa.us
Requested Activation:	At Signing
Special Instructions:	
Geofence:	WA Island

CONNECT-SERVER INTEGRATION

Product:	**Pictometry for Esri Web AppBuilder**
Server Integration:	Esri Web AppBuilder
Special Instructions:	
Technical Contact:	
Company Name:	
Phone Number:	
Email Address:	

Product:	**Integrated Pictometry Application**
Server Integration:	IPA (Both Visualization & Analytics)
Special Instructions:	
Technical Contact:	
Company Name:	
Phone Number:	
Email Address:	

CONNECT-ORTHOMOSAIC

Product:
Orthomosaic GSD:
Year of Orthomosaic:
Ortho Tile Format:
Orthomosaic Projection:
Third-Party Ortho Access:
Copyright on Third-Party Orthos:
Special Instructions:

PICTOMETRY DELIVERED CONTENT TERMS AND CONDITIONS OF USE

These Pictometry Delivered Content Terms and Conditions of Use (the "Delivered Content Terms and Conditions"), in combination with the corresponding Agreement into which these terms are incorporated, collectively set forth the terms and conditions that govern use of Delivered Content (as hereinafter defined) for use within computing environments operated by parties other than Pictometry. As used in the Delivered Content Terms and Conditions the terms "you" and "your" in uppercase or lowercase shall mean the Customer that entered into the Agreement into which the Delivered Content Terms and Conditions are incorporated.

1. DEFINITIONS

1.1 "Authorized Subdivision" means, if you are a county or a non-state consortium of counties, any political unit or subdivision located totally or substantially within your boundaries that you authorize to have access to Delivered Content pursuant to the Delivered Content Terms and Conditions.

1.2 "Authorized System" means a workstation or server that meets each of the following criteria (i) it is owned or leased by you or an Authorized Subdivision, (ii) it is located within and only accessible from facilities that are owned or leased by you or an Authorized Subdivision, and (iii) it is under the control of and may only be used by you or Authorized Subdivisions.

1.3 "Authorized User" means any employee of you or Authorized Subdivisions that is authorized by you to have access to the Delivered Content through an Authorized System.

1.4 "Delivered Content" means the images, metadata, data layers, models, reports and other geographic or structural visualizations or embodiments included in, provided with, or derived from the information delivered to you by or on behalf of Pictometry pursuant to the Agreement.

1.5 "Project Participant" means any employee or contractor of persons or entities performing services for compensation for you or an Authorized Subdivision that has been identified by written notice to Pictometry prior to being granted access to Delivered Content and, unless Pictometry expressly waives such requirement for any individual, has entered into a written agreement with Pictometry authorizing such access.

2. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

2.1 Subject to the terms and conditions of the Agreement, you are granted nonexclusive, nontransferable, limited rights to:
(a) install the Delivered Content on Authorized Systems;
(b) permit access and use of the Delivered Content through Authorized Systems by:
(i) Authorized Users for performance of public responsibilities of you or Authorized Subdivisions that are to be performed entirely within facilities of you or Authorized Subdivisions;
(ii) Project Participants under the supervision of Authorized Users for performance of tasks or preparation of materials using only hard copies (or jpg copies) of Delivered Content solely for fulfilling public responsibilities of you or Authorized Subdivisions to be performed entirely within facilities of you or Authorized Subdivisions; and
(iii) individual members of the public, but only through Authorized Users and solely for the purpose of making hard copies or jpg copies of images of individual properties or structures (but not bulk orders of multiple properties or structures) to the individual members of the public requesting them.

2.2 You may not reproduce, distribute or make derivative works based upon the Delivered Content in any medium, except as expressly permitted in the Delivered Content Terms and Conditions.

2.3 You may not offer any part of the Delivered Content for commercial resale or commercial redistribution in any medium.

2.4 You may not distribute or otherwise make available any Delivered Content to Google or its affiliates, either directly or indirectly.

2.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.

2.6 You may not remove, alter or obscure copyright notices or other notices contained in the Delivered Content.

2.7 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in Delivered Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Delivered Content acquire any proprietary interest in the Delivered Content, or any copies thereof, except the limited use rights granted herein.

3. OBLIGATIONS OF CUSTOMER

3.1 **Geographic Data.** If available, you agree to provide to Pictometry geographic data in industry standard format (e.g., shape, DBF) including, but not limited to, digital elevation models, street centerline maps, tax parcel maps and centroids, which data, to the extent practicable, shall be incorporated into the Delivered Content. You agree that any of this data that is owned by you may be distributed and modified by Pictometry as part of its products and services, provided that at no time shall Pictometry claim ownership of that data.

3.2 **Notification.** You shall (a) notify Pictometry in writing of any claims or proceedings involving any of the Delivered Content within ten (10) days after you learn of the claim or proceeding, and (b) report promptly to Pictometry all claimed or suspected defects in Delivered Content.

3.3 **Authorized User Compliance.** You shall at all times be responsible for compliance by each Authorized User with the Delivered Content Terms and Conditions.

3.4 **Authorized Subdivision Compliance.** You shall at all times be responsible for compliance by each Authorized Subdivision with the Delivered Content Terms and Conditions.

3.5 **Project Participants.** Each notice to Pictometry identifying a potential Project Participant shall include a detailed description of the scope and nature of the Project Participants' planned work and the intended use of the Delivered Content in such work. Pictometry retains the right to restrict or revoke access to Delivered Content by any Project Participant who does not comply with the terms of the Delivered Content Terms and Conditions.

4. LICENSE DURATION; EFFECT OF TERMINATION

4.1 **Term.** The license granted to you in the Delivered Content Terms and Conditions is perpetual, subject to Pictometry's right to terminate the license in the event you do not pay in full the Fees specified elsewhere in the Agreement, the Agreement is terminated for any reason other than a breach of the Agreement by Pictometry, or as otherwise provided in the Agreement.

4.2 **Effect of Termination.** Upon termination of the license granted to you in the Delivered Content Terms and Conditions, you shall immediately cease all use of the Delivered Content, promptly purge all copies of the Delivered Content from all workstations and servers on which any of it may be stored or available at the time, and return hard drive/media containing Delivered Content to Pictometry.

5. TRADEMARKS; CONFIDENTIALITY

5.1 **Use of Pictometry's Marks.** You agree not to attach any additional trademarks, trade names, logos or designations to any Delivered Content or to any copies of any Delivered Content without prior written approval from Pictometry. You may, however, include an appropriate government seal and your contact information so long as the seal and contact information in no way obscure or deface the Pictometry marks. You further agree that you will not use any Pictometry trademark, trade name, logo, or designation in connection with any product or service other than the Delivered Content. Your nonexclusive right to use Pictometry's trademarks, trade name, logos, and designations are coterminous with the license granted to you in the Delivered Content Terms.

5.2 **Confidentiality of Delivered Content.** The Delivered Content consists of commercially valuable, proprietary products owned by Pictometry, the design and development of which reflect an investment of considerable time, effort, and money. The Delivered Content is treated by Pictometry as confidential and contains substantial trade secrets of Pictometry. You agree that you will not disclose, provide a copy of, or disseminate the Delivered Content (other than as expressly permitted in the Delivered Content Terms and Conditions) or any part thereof to any person in any manner or for any purpose inconsistent with the license granted to you in the Delivered Content Terms and Conditions. You agree to use your best efforts to assure that your personnel, and any others afforded access to the Delivered Content, protect the Delivered Content against unauthorized use, disclosure, copying, and dissemination, and that access to the Delivered Content and each part thereof will be strictly limited.

6. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES

6.1 **Limited Warranties; Exclusive Remedy.** Pictometry warrants that the Delivered Content will contain true and usable copies of the designated imagery as of the date of capture. As the sole and exclusive remedy for any breach of the foregoing warranty, Pictometry shall use reasonable efforts to correct any deficiency that precludes use of the Delivered Content in the manner intended.

6.2 **Disclaimer of Other Warranties.** Except as provided in Section 6.1, above, THE DELIVERED CONTENT IS PROVIDED TO YOU "AS IS" AND "WITH ALL FAULTS." PICTOMETRY MAKES NO OTHER 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, AND ACCURACY, ARE HEREBY DISCLAIMED AND EXCLUDED BY PICTOMETRY.

6.3 **Limitation of Liability.** With respect to any other claims that you may have or assert against Pictometry on any matter relating to the Delivered Content, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry in payment for Delivered Content during the immediately preceding twenty-four (24) month period.

7. MISCELLANEOUS PROVISIONS

7.1 **Restricted Rights.** Delivered Content acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable.

7.2 **Governing Law.** This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles.

[END OF DELIVERED CONTENT TERMS AND CONDITIONS]

PICTOMETRY ONLINE SERVICES GENERAL TERMS AND CONDITIONS

These Pictometry Online Services General Terms and Conditions (the "General Terms and Conditions"), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the "License Agreement") that governs your use of the Pictometry online services (the "Online Services"), the images available in the Online Services, and all associated metadata and data layers included in, provided with, or derived from those images (the "Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the License Agreement.

1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

1.1 You are granted a nonexclusive, nontransferable, limited right to access and use the Online Services and the Licensed Content obtained or derived from the Online Services solely for your internal business purposes and not for resale or redistribution. The rights granted to you include, subject to the restrictions set forth below and on the Order Form, the right to copy limited portions of the Licensed Content onto your computer to facilitate preparation of hardcopies and work product records, and the right to make hardcopies of the Licensed Content, provided that the Licensed Content and the permitted copies thereof may not be sold, leased, loaned, distributed, or copied for use by anyone other than you.

1.2 You may not make the Online Services available to any other party.

1.3 You may not copy the Licensed Content or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the Online Services.

1.4 You may not distribute or otherwise make available any Licensed Content to Google or its affiliates, either directly or indirectly.

1.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.

1.6 You may not remove, alter or obscure copyright notices or other notices contained in the Licensed Content.

1.7 You may not offer any part of the Online Services or the Licensed Content for commercial resale or commercial redistribution in any medium.

1.8 You may not use the Online Services or the Licensed Content to compete with any businesses of Pictometry.

1.9 You may not use information included in the Online Services or the Licensed Content to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. The term "consumer" is defined in the United States Fair Credit Reporting Act at 15 USC §1681.

1.10 You may not access the Online Services via mechanical, programmatic, robotic, scripted or any other automated means. Unless otherwise agreed by Pictometry in writing, use of the Online Services is permitted only via manually conducted, discrete, human-initiated individual search and retrieval activities.

1.11 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and the Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Online Services or the Licensed Content acquire any proprietary interest in the Online Services, the Licensed Content, or any copies thereof, except the limited use rights granted herein.

2. ACCESS TO SERVICES

2.1 Only you, your employees, and temporary or contract employees dedicated to performing work exclusively for you (each, an "Eligible User" and collectively, the "Eligible Users") are eligible to access and use the Online Services and the Licensed Content pursuant to the License Agreement. Each Eligible User to be provided access to the Online Service shall be assigned a unique login/password ("Pictometry Credential") for purposes of accessing the Online Services. You agree that each Pictometry Credential shall only be used by the Eligible User to whom it was originally assigned and that Pictometry Credentials may not be shared with, or used by, any other person, including other Eligible Users. You will promptly deactivate an Eligible User's Pictometry Credential in the event the Eligible User no longer meets the eligibility requirements or you otherwise wish to terminate the Eligible User's access to the Online Services. You are responsible for all use of the Online Services accessed with Pictometry Credentials issued to your Eligible Users, including associated charges, whether by Eligible Users or others. You will use reasonable commercial efforts to prevent unauthorized use of Pictometry Credentials assigned to your Eligible Users and will promptly deactivate any Pictometry Credentials you suspect are lost, stolen, compromised, or misused.

2.2 The Online Services, the Licensed Content, and features and functionality within the Online Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.

2.3 You are aware and understand that any user data collected or stored by the Online Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold Pictometry harmless from, all claims against Pictometry with respect to such access.

3. DISCLAIMERS

3.1 The Online Services and the Licensed Content are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.

3.2 The Online Services and the Licensed Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.

3.3 All measurements and reports generated by the Online Services or from the Licensed Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.

3.4 Contour information obtained from the Online Services or contained in the Licensed Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.

3.5 While the Online Services and the Licensed Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third party suppliers of the Online Services and the Licensed Content hereby disclaim all liability for damages claims and expenses arising from such use.

3.6 Your reliance on the Online Services and the Licensed Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose.

3.7 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content assume no responsibility for any consequences resulting from the use of the Online Services or the Licensed Content.

3.8 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the Online Services and the Licensed Content.

3.9 By accepting these General Terms and Conditions or by using the Online Services or the Licensed Content, you waive any and all rights you may have against Pictometry, each third party supplier of any portion of the Online Services or the Licensed Content, and each of their directors, officers, members and employees, arising out of use of or reliance upon the Online Services or the Licensed Content.

4. LIMITED WARRANTY

4.1 Pictometry represents and warrants that it has the right and authority to make the Online Services and the Licensed Content available to you and your Eligible Users as authorized expressly by this License Agreement.

4.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.1, THE ONLINE SERVICES AND LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATION OF LIABILITY

5.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or the Licensed Content, (b) the unavailability or interruption of the Online Services or any features thereof or the Licensed Content, (c) your or an Eligible User's use of the Online Services or the Licensed Content, (d) the loss or corruption of any data or equipment in connection with the Online Services or the Licensed Content, (e) the content, accuracy, or completeness of the Licensed Content, all regardless of whether you received assistance in the use of the Online Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Online Services.

5.2 "Covered Party" means (a) Pictometry and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry; and (b) each third party supplier of any Licensed Content, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any Licensed Content or third party alliance entity and their affiliates.

5.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR THE LICENSED CONTENT OR THIS LICENSE AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE ONLINE SERVICES IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.

5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, THE LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (AND YOUR ELIGIBLE USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.

5.5 Notwithstanding anything to the contrary in this Section 5:

(a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Online Services or the Licensed Content, asserted against you by such third party provided: (i) all use of the Online Services and the Licensed Content was in accordance with this License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the Online Services or the Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.

(b) In addition to Section 5.5(a), if the Online Services, the operation thereof or the Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the Online Services or the Licensed Content, (ii) replace or modify the Online Services or the Licensed Content so that they become non-infringing; or (iii) terminate the License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.

(c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

6. MISCELLANEOUS

6.1 The terms and conditions of this License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or your Eligible Users but will apply to all similarly situated Pictometry customers using the Online Services. You may terminate this License Agreement upon written notice to Pictometry if any change to the terms and conditions of this License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.

6.2 In the event of a breach of this License Agreement by you, any Eligible User or someone using the Pictometry Credential of an Eligible User, Pictometry may temporarily suspend or discontinue providing access to the Online Services to any or all Eligible Users without notice and Pictometry may pursue any other legal remedies available to it.

6.3 All notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by Pictometry. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 25 Methodist Hill Drive, Rochester, New York 14623.

6.4 The failure of you, Pictometry, or any third party supplier of the Online Services or any Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

6.5 Neither you nor any Eligible User may assign or otherwise transfer your rights or delegate your duties under this License Agreement without the prior written consent of Pictometry. Any attempt by you or any Eligible User to assign, transfer or delegate your rights or obligations under this License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this License Agreement. This License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.

6.6 This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this License Agreement,

the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.

6.7 This License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this License Agreement.

6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the Online Services or any Licensed Content has the right to assert and enforce the provisions of this License Agreement directly on its own behalf as a third party beneficiary.

6.9 In the event of a breach of your obligations under this License Agreement or your payment obligations with respect to access to the Online Services or the Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.

6.10 This License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

[END OF ONLINE SERVICES GENERAL TERMS AND CONDITIONS]

SECTION B

LICENSE TERMS

PICTOMETRY WEB VISUALIZATION OFFERING TERMS AND CONDITIONS

These Pictometry Web Visualization Offering Terms and Conditions (the "WVO Terms and Conditions"), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the "WVO License Agreement") that governs your use of Pictometry web visualization offerings (the "WVO Services"), the images available in the WVO Services, and all associated metadata and data layers included in, provided with, or derived from those images (the "WVO Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the WVO License Agreement.

1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

1.1 You are granted a nonexclusive, nontransferable, limited right to use and to provide public access to, and use of, the WVO Services solely for purposes of providing access to WVO Licensed Content in response to human-initiated, discrete location-specific requests through a single web site operated exclusively by or for you to serve you and your public constituencies and not for resale or redistribution or commercial use of any nature.

1.2 You may not copy or retain copies of the WVO Licensed Content obtained through the WVO Services or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the WVO Services or any other Pictometry Services, nor will your authorize or permit any user of the WVO Services to do so.

1.3 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos without the express written consent of Pictometry.

1.4 You may not remove, alter or obscure copyright notices or other notices contained in the WVO Licensed Content.

1.5 You may not offer any part of the WVO Services or the WVO Licensed Content for commercial resale or commercial redistribution in any medium.

1.6 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the WVO Services and the WVO Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the WVO Services or the WVO Licensed Content acquire any proprietary interest in the WVO Services, the WVO Licensed Content, or any copies thereof, except the limited use rights granted herein.

2. TERMS OF ACCESS TO WVO SERVICES

2.1 You shall provide to all end-users of the WVO Services on the page through which they access such services conspicuous notice of the following terms of access: (a) WVO Licensed Content available through the WVO is copyrighted material, (b) end-users of the WVO Services are granted the right to access and view the WVO Licensed Content through the WVO Services for personal use only and not for commercial purposes of any type, (c) end-users of the WVO Services are prohibited from reproducing, reselling, transferring, redistributing or creating derivative works from WVO Licensed Content, (d) all right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the WVO Services and the WVO Licensed Content in all media belong to Pictometry or its third party suppliers, and (e) THE WVO SERVICES AND WVO LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF WVO LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.2 The WVO Services, the WVO Licensed Content, and features and functionality within the WVO Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.

2.3 You are aware and understand that any user data collected or stored by the WVO Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold Pictometry harmless from, all claims against Pictometry with respect to such access.

3. DISCLAIMERS

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3.2 The WVO Services and the WVO Licensed Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.

3.3 All measurements and reports generated by the WVO Services or from the WVO Licensed Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.

3.4 Contour information obtained from the WVO Services or contained in the WVO Licensed Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.

3.5 While the WVO Services and the WVO Licensed Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third party suppliers of the WVO Services and the WVO Licensed Content hereby disclaim all liability for damages, claims and expenses arising from such use.

3.6 Your reliance on the WVO Services and the WVO Licensed Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose.

3.7 Pictometry and each third party supplier of any portion of the WVO Services or the WVO Licensed Content assume no responsibility for any consequences resulting from the use of the WVO Services or the WVO Licensed Content.

3.8 Pictometry and each third party supplier of any portion of the WVO Services or the WVO Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the WVO Services and the WVO Licensed Content.

3.9 By accepting these WVO Terms and Conditions or by using the WVO Services or the WVO Licensed Content, you waive any and all rights you may have against Pictometry, each third party supplier of any portion of the WVO Services or the WVO Licensed Content, and each of their directors, officers, members and employees, arising out of use of or reliance upon the WVO Services or the WVO Licensed Content.

4. LIMITED WARRANTY

4.1 Pictometry represents and warrants that it has the right and authority to make the WVO Services and the WVO Licensed Content available to you as authorized expressly by this WVO License Agreement.

4.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.1, THE WVO SERVICES AND WVO LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF WVO LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATION OF LIABILITY

5.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the WVO Services or the WVO Licensed Content, (b) the unavailability or interruption of the WVO Services or any features thereof or the WVO Licensed Content, (c) your or any other party's use of the WVO Services or the WVO Licensed Content, (d) the loss or corruption of any data or

equipment in connection with the WVO Services or the WVO Licensed Content, (e) the content, accuracy, or completeness of the WVO Licensed Content, all regardless of any assistance received in the use of the WVO Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the WVO Services.

5.2 "Covered Party" means (a) Pictometry, its affiliates and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry or its affiliates; and (b) each third party supplier of any WVO Licensed Content, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any WVO Licensed Content or third party alliance entity and their affiliates.

5.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE WVO SERVICES OR THE WVO LICENSED CONTENT OR THIS WVO LICENSE AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE WVO SERVICES IN THE TWENTY-FOUR MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.

5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE WVO SERVICES, THE WVO LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (OR ANY OTHER WVO SERVICES USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.

5.5 Notwithstanding anything to the contrary in this Section 5:

(a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the WVO Services or the WVO Licensed Content, asserted against you by such third party provided: (i) all use of the WVO Services and the WVO Licensed Content was in accordance with this WVO License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the WVO Services or the WVO Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.

(b) In addition to Section 5.5(a), if the WVO Services, the operation thereof or the WVO Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the WVO Services or the WVO Licensed Content, (ii) replace or modify the WVO Services or the WVO Licensed Content so that they become non-infringing; or (iii) terminate the WVO License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.

(c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

6. MISCELLANEOUS

6.1 The terms and conditions of this WVO License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this WVO License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you but will apply to all similarly situated Pictometry customers using the WVO Services. You may terminate this WVO License Agreement upon written notice to Pictometry if any change to the terms and conditions of this WVO License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the WVO Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this WVO License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this WVO License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.

6.2 In the event of a breach of this WVO License Agreement by you or someone using the WVO Services, Pictometry may temporarily suspend or discontinue providing access to the WVO Services without notice and Pictometry may pursue any other legal remedies available to it.

6.3 All notices and other communications hereunder shall be in writing. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 25 Methodist Hill Drive, Rochester, New York 14623.

6.4 The failure of you, Pictometry, or any third party supplier of the WVO Services or any WVO Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

6.5 You may not assign or otherwise transfer your rights or delegate your duties under this WVO License Agreement without the prior written consent of Pictometry. Any attempt by you to assign, transfer or delegate your rights or obligations under this WVO License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this WVO License Agreement. This WVO License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.

6.6 This WVO License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this WVO License Agreement, the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.

6.7 This WVO License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this WVO License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this WVO License Agreement.

6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the WVO Services or any WVO Licensed Content has the right to assert and enforce the provisions of this WVO License Agreement directly on its own behalf as a third party beneficiary.

6.9 In the event of a breach of your obligations under this WVO License Agreement or your payment obligations with respect to access to the WVO Services or the WVO Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.

6.10 This WVO License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

[END OF WEB VISUALIZATION OFFERING TERMS AND CONDITIONS]

PICTOMETRY SOFTWARE LICENSE AGREEMENT

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT ("LICENSE") CAREFULLY BEFORE DOWNLOADING, INSTALLING OR USING THE SOFTWARE. BY USING THE SOFTWARE, YOU AGREE TO THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE.

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2. **LICENSE.** Subject to the terms and conditions of this License, you are granted a limited, non-transferable, terminable, non-sublicenseable, non-exclusive license to install and use the Pictometry Software and the Documentation (collectively, the "Proprietary Materials") solely for internal use. Use of the functionality provided by the Pictometry Software other than for your internal use is prohibited, except with the prior written approval of Pictometry. You may make one copy of the Pictometry Software in machine-readable form for backup purposes only; provided that the backup copy must include all copyright and other proprietary notices contained in the original. You will not and will not enable others to decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, create derivative works of, or tamper with or disable any security or monitoring features within the Pictometry Software. Any attempt to do so is a violation of the rights of Pictometry and its licensors.

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4. **DISCLAIMERS OF WARRANTY.** USE OF THE PICTOMETRY SOFTWARE IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PICTOMETRY SOFTWARE IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND PICTOMETRY HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE PICTOMETRY SOFTWARE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. PICTOMETRY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN OR PROVIDED BY THE PICTOMETRY SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE PICTOMETRY SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PROPRIETARY MATERIALS WILL BE CORRECTED.

5. **LIMITATION OF LIABILITY.** IN NO EVENT WILL PICTOMETRY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE PICTOMETRY SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE), EVEN IF PICTOMETRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL PICTOMETRY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) CAUSED BY, ARISING OUT OF OR IN ANY WAY RELATED TO THE PICTOMETRY SOFTWARE EXCEED THE AMOUNT OF FIFTY DOLLARS ($50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

6. **TERMINATION.** This License will terminate automatically without notice from Pictometry if you fail to comply with any term of this License. Upon the termination of this License, you will cease all use of the Pictometry Software and destroy all copies, full or partial, of the Proprietary Materials.

7. **MISCELLANEOUS PROVISIONS.**

   A. **Restricted Rights.** Pictometry Software acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable. Pictometry must be notified in advance of any license grants to United States federal governmental entities. The Pictometry Software is developed for general use in a variety of applications and is not developed or intended for use in any inherently dangerous applications or applications that could lead to property damage, personal injury or death. If you use the Pictometry Software in such applications, then you will be responsible for taking all appropriate fail-safe, backup, redundancy, and other measures to ensure the safe use of the Pictometry Software in such applications, including but not limited to, in any nuclear, aviation, mass transit, public safety or medical applications.

   B. **Foreign Trade Restrictions.** The parties acknowledge that certain information, software technology, accompanying documentation and technical information may be subject to United States export control laws. You will not directly or indirectly export or re-export the Pictometry Software in violation of the Export Administration Regulations of the U.S. Department of Commerce.

   C. **Governing Law.** This License will be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflict of laws principles.

   D. **Assignment.** You may not assign this License without Pictometry's prior written consent. Any assignment in violation of this License will be null, void and of no force and effect. For all purposes under this License, any merger, consolidation, spin-off, acquisition or change-in-control will be deemed an assignment.

   E. **Partial Invalidity; Survival.** If any provision of this License is held invalid or unenforceable by competent authority, that provision will be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it will then appear. The total invalidity or unenforceability of any particular provision of this License will not affect its other provisions and this License will be construed in all respects as if the invalid or unenforceable provision were omitted. The provisions of this License that by their nature would survive its termination will survive indefinitely.

F. **Force Majeure.** Neither party will be liable for any costs or damages due to nonperformance under this License arising out of any cause not within the reasonable control of such party and without its fault or negligence. Neither party will be liable for any delay or failure in the performance of its obligations under this License that directly results from any failure of the other party to perform its obligations as set forth in this License.

G. **Waiver.** No waiver of a breach of any term of this License will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this License. No failure on the part of a party to exercise, and no delay in exercising any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this License or the rights or obligations of any party hereunder.

H. **Entire Agreement; Construction.** This License contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings regarding that subject matter. No amendment to or modification of this License will be binding unless in writing and signed by Pictometry. There are no representations, warranties, or obligations of any party not expressly contained herein. The headings in this License are for convenience only. They do not constitute a portion of this License and will not be used in any construction of it.

[END OF SOFTWARE LICENSE AGREEMENT]

SECTION C NON-STANDARD TERMS AND CONDITIONS

1. Online Services Eligible Users: Notwithstanding anything in the Online Services General Terms and Conditions incorporated in this Agreement to the contrary, the terms 'Eligible User' and 'Eligible Users' as defined in those Online Services General Terms and Conditions shall, for the purposes of this Agreement, also include each 'Authorized User' as that term is defined in the Delivered Content Terms and Conditions of Use incorporated in this Agreement

2. Customer will have 2006 exsisting Pictometry imagery made available to the Customer via Connect.

3. The Pictometry Connect Trial, ("Connect Trial") will be effective upon execution of this Agreement and on the Effective Date stated herein and will terminate on December 31, 2016.

4. Pictometry Connect will be effective immediately upon the termination of the Connect Trial and be effective from 1/1/2017 until 1/1/2019.

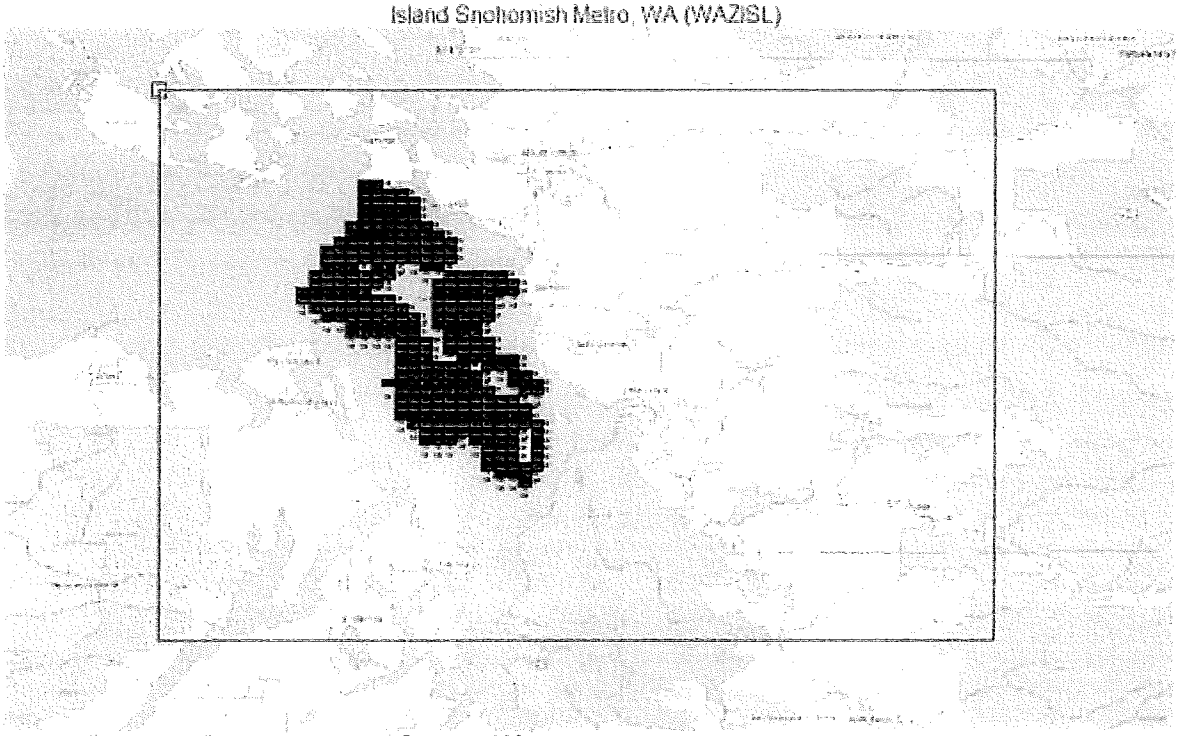
5. Customer represents and warrants that it owns all right, title, and interest in and to any non-Pictometry imagery provided by Customer to Pictometry and all necessary rights, power, and authority to provide Pictometry with a copy of such non-Pictometry imagery and outlines and authorize Pictometry to include such non-Pictometry imagery in the Pictometry Connect service provided to Customer.

6. Customer shall own the copy of the orthogonal imagery physically delivered to it by Pictometry pursuant to this Agreement. Such orthogonal imagery shall not constitute Delivered Content for purposes of this Agreement. As such, Customer is free to use, reproduce and redistribute copies of the orthogonal imagery so delivered in any manner without any accounting to Pictometry. Pictometry shall own those copies of the orthogonal imagery delivered pursuant to this Agreement that are in Pictometry's possession. As such copies of the orthogonal imagery delivered pursuant this Agreement in any manner without any accounting to Customer. Except for the copy of the orthogonal imagery delivered to Customer by Pictometry pursuant to this Agreement, all imagery (including associated metadata) and software delivered or otherwise made available to Customer pursuant to this Agreement constitute Delivered Content or Pictometry Software, as appropriate, and are and shall remain the exclusive property of Pictometry, subject to the rights of Customer to use the Delivered Content and the Pictometry Software pursuant to the licenses granted by Pictometry elsewhere in this Agreement.

[END OF NON-STANDARD TERMS AND CONDITIONS]

SECTOR MAP(S)

Island Snohomish Metro, WA (WAZISL)



Community Sectors: 0 Neighborhood Sectors: 309

BEFORE THE BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON

IN THE MATTER OF DECLARATION THAT PURCHASE OF PICTOMETERY ONLINE MAPPING SOFTWARE SOLE SOURCE PURCHASE EXEMPT FROM COMPETITIVE BIDDING	RESOLUTION C-_____-16 PLG-010-16

WHEREAS, RCW 39.04.280 provides uniform exemptions to competitive bidding requirements that may be utilized by municipalities when awarding contracts for purchases;

WHEREAS, RCW 39.04.280 (1)(a) provides an exemption from competitive bidding for purchases that are clearly and legitimately limited to a single source of supply and ICC 2.29.30(A)(5) provides an exemption from competitive solicitation procurement for sole source contracts for acquisition of software and software services;

WHEREAS, Pictometry International is the only vendor providing geo-registered oblique digitally collected imagery in the United States. Pictometry created the oblique industry market with its ground-breaking oblique data capture methods. Its International Oblique Aerial Digital Imagery database and software products are proprietary products in accordance with and therefore protected by United States Patent Nos. 5,247,356 and 7,424,133B2, and the copyright and trademark laws of the United States; and

WHEREAS, Pictometry International developed a unique patented system which is not available from any other aerial imagery company in the United States or Canada. Several clients did research of all aerial imagery products currently produced in the United States and Canada through a combination of professional magazines, web search, and phone inquiries. No other patented technologies were found to produce geo-registered oblique imagery. There are alternative methods (based on collecting ortho aerial imagery), which try to produce "quasi-oblique" pictures, but results are generally considered to be substandard. NOW, THEREFORE,

BE IT HEREBY RESOLVED that purchase of the Pictometry online mapping software as outlined in project quote C187916 is clearly and legitimately limited to a single source of supply and Island County may purchase that software for $28,616.63 without engaging in either competitive bidding or competitive solicitation.

APPROVED this ____ day of September, 2016.

BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON

_____
RICHARD M. HANNOLD, Chair

_____
JILL JOHNSON, Member

_____
HELEN PRICE JOHNSON, Member

ATTEST:

_____
Debbie Thompson,
Clerk of the Board

Latitude Geographics®

PRODUCT ORDER
(LPO1 11/2010)

Latitude Geographics Group Ltd., 300 – 1117 Wharf St., Victoria, BC, Canada V8W 1T7 · Tel: (250) 381-8130 · Fax: (250) 381-8132

This document describes the Software, Data, Web Services and/or Documentation ("Software") to be licensed by the Customer at the Installation Location described herein. Prior to installation and/or use, an authorized representative of the Customer must agree to the terms and conditions of Latitude Geographics Group Ltd.'s License Agreement(s) associated with the product(s) listed below.

Customer			
Customer Name (Licensed Enterprise):	Island County	**Order Approved By Customer:**	INITIAL HERE
Customer Shipping Address:	1 NE 6th Street Coupeville, WA 98239 United States	**Approval Date:**	DATE HERE
Contact Name:	Becca Blackman	**Phone:**	360-678-2342
E-mail Address:	bm.blackman@co.island.wa.us	**Fax:**	
Customer Billing Address (if not same as above) :	Same as Above		
Installation Location:	Offices located at: 1 NE 6th Street, Coupeville, WA 98239		
License Effective Date:		**Purchase Order #:**	

Vendor			
Vendor	Latitude Geographics Group Ltd.		
Address:	300 – 1117 Wharf Street Victoria, BC Canada V8W 1T7		
Contact Name:	James Van Dyk	**Phone:**	(250) 381-8130
E-mail Address:	jvandyk@latitudegeo.com	**Fax:**	(250) 381-8132

Software	
Product Description	**License Cost**
GXESS1K - Geocortex Essentials (Starter Kit) Includes compiled application files, configuration files, documentation, with: ▪ License for up to four (4) production server cores to provide ONE (1) web-GIS application (defined as a discrete web-GIS viewer with a specific URL) ▪ One (1) Geocortex Essentials Developer Seat One (1) year Complimentary Maintenance[1]	$7,000 USD
Total License Cost:	**$7,000 USD**

[1] Software maintenance for one year from License Effective Date is included as part of the initial license fee and is described in Latitude's *Maintenance & Support Policy (L400)*. Extended Maintenance will be offered thereafter according to the terms and conditions of Latitude's *Maintenance & Support Policy (L400)*.

Payment Terms for Software License

1. Vendor will invoice the Customer for the Software prior to product delivery.
2. All invoices will be paid within 30 days of the date of same.
3. Overdue invoices shall bear interest at 1% per month, 12.56% per annum.

LATITUDE OFFICE USE	
Approved by Latitude	
Date	

Latitude Geographics Group Ltd., 300 – 1117 Wharf St., Victoria, BC, Canada V8W 1T7 · Tel: (250) 381-8130 · Fax: (250) 381-8132

General Technical Support Policy

Outside the United States: Many authorized distributors of Geocortex products provide direct technical support services to their customers. If you've licensed Geocortex products through a reseller, please inquire with them to learn more about their approach for providing technical support in your country.

- Technical Support refers to services provided to troubleshoot and resolve issues related to a client's web-GIS and/or other information technology infrastructure, including Latitude Geographics' Geocortex products (customized or out-of-the-box), Esri products (e.g. ArcGIS Server, ArcGIS Online) and other third party software and/or hardware.
- Latitude Geographics' software products involve enterprise-level integration and integration with various third-party components and these software products are routinely customized and otherwise altered by clients. Consequently, **Latitude Geographics does not include complimentary technical support services as part of maintenance**.
- Technical support services are available by priority queue system during Latitude Geographics' regular business hours of 8:30AM-5:00PM Pacific Time Monday-Friday, excluding public holidays. You can reach us by local telephone (250-381-8130), by toll free number (1-888-389-2621), or by email (support@latitudegeo.com).
- Latitude Geographics welcomes suggestions for enhancements in Latitude Geographics software. Although there is no guarantee any suggestion will be included in a future release, suggestions frequently influence product development decisions.
- The above terms and conditions will apply to any technical support services provided by Latitude Geographics, provided that the client is current in their maintenance payments.

Maintenance Policy

What is Maintenance?

- Maintenance encompasses research & development service for product releases, enhancements or upgrades provided by Latitude Geographics or its authorized distributors to certain qualified clients either as Complimentary Maintenance or as Extended Maintenance as defined hereunder.
- Maintenance is not mandatory, however in order to receive updates, product releases, enhancements or access to the online Geocortex Support Center (e.g. discussion forums, knowledge base articles, and code gallery), Maintenance must be kept up to date.
- In general, product maintenance does not include implementation-related technical support.

There are two kinds of Maintenance namely:

- Complimentary Maintenance, which is maintenance that is provided for an agreed fixed period (usually 1 year but may vary with specific Latitude Geographics Group Ltd. software) at no charge to the client with the purchase of the user rights or license to Latitude Geographics software; and
- Extended Maintenance, which is maintenance subject to certain conditions contained herein that may be purchased from Latitude Geographics on the expiration or lapse of free Complimentary Maintenance by clients approved by Latitude Geographics.

For avoidance of doubt the Extended Maintenance obligations of Latitude Geographics shall be conditional upon all of the following steps being completed:

- Latitude Geographics or an authorized distributor submitting an invoice to the client containing the prescribed fee for Extended Maintenance (Extended Maintenance Invoice). The purpose of the Extended Maintenance Invoice is to provide the client with appropriate pricing information that the client may use to make an offer to purchase Extended Maintenance from Latitude Geographics; and
- The client making an offer to purchase Extended Maintenance by tendering the prescribed fee provided in the Extended Maintenance Invoice for acceptance by Latitude Geographics ("Extended Maintenance Offer"); and
- Latitude Geographics unconditionally accepting or approving the client's Extended Maintenance Offer by accepting payment tendered by the Client.

Does Maintenance apply to Geocortex extension products?

There are two types of optional extensions available from Latitude Geographics:

- ***Full Geocortex Extensions*** follow the standard Maintenance model described herein.
- ***Non-Maintenance Extensions*** are licensed on a version-by-version basis, and are not provided under our ongoing Maintenance model. Please read Latitude Geographics' *Product Extension Model (L415)* document for information on how updates to Non-Maintenance Extensions are approached.

Who is entitled to receive an Extended Maintenance Invoice?

- All clients approved by Latitude Geographics to receive an Extended Maintenance Invoice; and/or
- Any client that is not in breach of export control obligations described in the Latitude Geographics Software License Agreement and is not in material breach of any other provision of the Latitude Geographics Software License Agreement or any other existing related agreement.
- Clients that license technology on a subscription basis or as Non-Maintenance Extensions will not receive an Extended Maintenance invoice for those products.

What is the cost of Extended Maintenance?

Unless otherwise specified as part of a software license agreement, the cost of Extended Maintenance across the Geocortex product line is **twenty percent (20%)** of a product's current license cost, based on the standard pricing for your license configuration.

Why does a client pay maintenance?

- A client's maintenance dollars go to research and development. Clients benefit from this as new technology is researched, developed and tested. In many cases this new technology is delivered as product upgrades or enhancements at no additional cost to clients who are current in maintenance. Most new technology being developed is in direct response to our client's business needs and wishes.
- When a client pays maintenance they are entitled to receive updates and access to the Geocortex Support Center. Product maintenance does not include implementation-related technical support, except for services to the maximum total that may be offered as part of a specific maintenance package.

Maintenance Periods:

- As mentioned above clients receive a period of Complimentary Maintenance, typically one (1) year in duration with the purchase of most software.
- If clients evaluate our software, the evaluation period is included in the Complimentary Maintenance period. In other words, the Complimentary Maintenance period commences at the same time as the commencement of the evaluation period.
- If a client lapses in maintenance and later wishes to re-instate or re-purchase maintenance, the client shall offer maintenance fees to Latitude Geographics that includes current and all lapsed back maintenance costs for acceptance by Latitude Geographics.

Establishing Annual Extended Maintenance Periods:

- When the first license is purchased, a standard anniversary period is established.
- Clients receive their maintenance renewal notice prior to the end of their anniversary period. The maintenance renewal notice is provided to the client for informational purposes only and shall not be construed as an offer to sell maintenance to the client.
- Any new licenses purchased will be made co-terminus with the client's anniversary period and will be invoiced, along with licenses whose maintenance cycle is already established, at the next invoicing cycle.

Subscribers to Maintenance Receive:

- Software update releases (accessible via download provided by Latitude Geographics)
- Access to Latitude Geographics Geocortex Code Gallery (certain capabilities & enhancements not incorporated in the product core)
- Access to relevant online content and the Geocortex Support Center
- Priority access to Latitude Geographics' technical support contract services (billed hourly).

Update Policy:

- To avoid unnecessary waste Latitude Geographics will provide updates in a digital form, unless otherwise requested in writing.

Termination of Maintenance:

Maintenance is not obligatory, and a customer may opt to cancel maintenance at any time without penalty. We do not provide pro-rata refunds on cancelled maintenance fees.

The separate matter of termination of a software license is outlined in the product's software license agreement.

Disclaimer:

- Latitude Geographics makes no warranties or representations, express or implied, with respect to Maintenance, technical support, Latitude Geographics software or related materials, including but not limited to warranties of merchantability or fitness for a particular purpose or any other warranty applied at law or equity. Under no circumstances will Latitude Geographics be liable for any direct, indirect, consequential, special, punitive or incidental damages, or lost profits, whether foreseeable or unforeseeable, based on claims of client or any third party (including but not limited to, claims for loss of data, goodwill, use of money or use of software, interruption in use or availability of data, stoppage or other work or impairment or other assets), arising out of breach or failure or express or implied warranty, breach of contract, misrepresentation, negligence, strict liability in tort or otherwise.
- In no event will Latitude Geographics' total cumulative liability hereunder, from all causes of action of any kind, including, but not limited to contract, tort (including negligence), strict liability, breach of warranty, misrepresentation, or otherwise, exceed the amounts paid to Latitude Geographics by the client (inclusive of Maintenance Fees) for the licensed software product(s).

Latitude Geographics®

Cust. Name _____
Cust. # C-200800292
P.O. # _____

Latitude Geographics Group Ltd., 300–1117 Wharf Street, Victoria, BC Canada V8W 1T7·Tel: (250) 381-8130 ·Fax: (250) 381-8132

MASTER LICENSE AGREEMENT

Latitude Contract Number: 2016-04-432

This Master License Agreement ("Agreement") is between the licensee printed below ("Licensee") and Latitude Geographics Group Ltd. ("LATITUDE"), the licensor of the Software, Data, Online Services and/or Documentation licensed under this Agreement. The Agreement includes (i) this signature page, (ii) the General License Terms and Conditions, (iii) Exhibit 1, and (iv) LATITUDE or Authorized Distributor's ordering document. The parties acknowledge that they have read and understood this Agreement and agree to be bound by the terms and conditions hereof as applicable to each party.

This Agreement constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous agreements, understandings, and arrangements between the parties relating to such subject matter, and any terms on Licensee's purchase order. Any modification(s) or amendment(s) to this Agreement must be in writing and signed by an authorized representative of each party.

The parties hereto have caused this Agreement to be executed and effective as of the last date written below.

ISLAND COUNTY
(Licensee)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

LATITUDE GEOGRAPHICS GROUP LTD.
(LATITUDE)

By: _____
Authorized Signature

Printed Name: Steven Myhill-Jones

Title: President & CEO

Date: _____

Licensee Contact Information

Contact: Becca Blackman

Address: 1 NE 6th Street

Coupeville, WA 98239

Country: United States

Telephone: 360-678-2342

Fax: _____

E-mail: bm.blackman@co.island.wa.us

Latitude Geographics General License Terms and Conditions (L200)
Exhibit 1: Scope of Use (L300)

Latitude Geographics Group Ltd., 300 – 1117 Wharf St., Victoria, BC Canada V8W 1T7 · Tel: (250) 381-8130 · Fax: (250) 381-8132

ARTICLE 1—DEFINITIONS

Definitions—The terms used are defined as follows:

a. "Beta" means any alpha, beta, or prerelease Software, Data, Documentation, or Online Services.
b. "Data", except as otherwise provided herein, means any Latitude Geographics Group Ltd. ("LATITUDE") or third-party data vendor(s) digital data set(s) including, but not limited to, geographic, vector data coordinates, raster, reports, or associated tabular attributes.
c. "Documentation" means all of the printed and digital materials including, but not limited to, help files, user reference documentation, training documentation, or technical information and briefings.
d. "Online Services" means software services or third party data components that perform GIS functions, tasks, or data services and are accessed over the Internet.
e. "Perpetual License" means a license to use a version of a Product for which applicable license fees have been paid, indefinitely, unless terminated by LATITUDE or Licensee as authorized under this Agreement.
f. "Product(s)" means Software, Data, Online Services, and Documentation licensed under the terms of this Agreement.
g. "Software" means the actual copy of all or any portion of LATITUDE's proprietary and sublicensed software technology, computer software code, components, dynamic link libraries (DLLs), underlying organization, object model, and programs delivered on any media, including any release provided in source, object, or executable code format(s), inclusive of backups, updates, service packs, patches, hot fixes, sample code, sample application, sample extension, or merged copies permitted hereunder.
h. "Term License" means a license or access provided for use of a Product for a limited time period ("Term") or on a subscription basis.

ARTICLE 2—INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

LATITUDE is the owner of and/or has the right to use all intellectual property rights in the Product(s), including, without limitation, written materials, logos, names and other support materials provided pursuant to this Agreement and prior to the execution of this Agreement. Subject to the license expressly granted by LATITUDE herein, these Terms of Use do not transfer from LATITUDE to Licensee any interest in the Product(s), all right, title and interest in which remains solely with LATITUDE or its licensors. All provisions under this Agreement by LATITUDE to Licensee, including, without limitation, the Product(s), are licensed and not sold. LATITUDE does not and has not transferred any ownership interests in any form or manner to the Licensee. LATITUDE and its licensors own the Product(s), which are protected by Canadian law and applicable international laws, treaties, and conventions regarding intellectual property or proprietary rights, inclusive of trade secrets. From the date of receipt, Licensee agrees to use reasonable means to protect the Product(s) from unauthorized use, reproduction, distribution, or publication. LATITUDE and its Licensors reserve all rights not specifically granted in this Agreement. LATITUDE or its third-party data licensor(s) reserve the right to improve and/or make changes in its offerings of the Online Services and its associated software, datasets, or information at any time.

ARTICLE 3—GRANT OF LICENSE

3.1 Grant of License—Subject to the terms and conditions set forth in this Agreement, LATITUDE grants to Licensee a personal, non-exclusive, nontransferable license to

a. Use the type and number of copies of the Software, Data, and Documentation and access Online Services specified in the purchase or product order (i) for which the appropriate license fees have been paid to LATITUDE or its authorized distributor, (ii) for the limited purposes of the Licensee's own internal business operations only, and (iii) in accordance with any Exhibit(s), and the licensed configuration on file as authorized by LATITUDE or its authorized distributor.
b. Access and use specific secure LATITUDE Online site resources made available to the Licensee for Licensee's internal use only, provided that Licensee also follows any additional terms of use specified therein. All passwords, user identifications, or other access keys that are provided by LATITUDE to Licensee to enable Licensee to access controlled information and any controlled access information provided by

LATITUDE or its authorized distributor shall be treated as LATITUDE confidential information. For greater certainty, Licensee shall not allow anyone to use or have access to the Product(s), passwords, user identifications, or other access keys that are provided by LATITUDE or its authorized distributor to Licensee.

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3.2 Beta License—Licensee may be accepted into a current Beta Testing Program. Licensee may be provided copies of, or access to, Beta for the limited purpose of testing Beta in accordance with the Beta testing policies then in effect. Delivered Beta is confidential and proprietary to LATITUDE and contains trade secrets, inclusive of unpublished specifications. Licensee agrees to retain all Beta in confidence. Except for a "public" Beta Testing Program, Licensee shall maintain results of testing, performance statistics, errors, or any other quality issues encountered in confidence and agrees not to disclose same to any third party. Beta is subject to change prior to its commercial release and may never be commercially released. Licensee acknowledges that such Beta is not suitable or licensed for full use and accepts all responsibility for use of the same and any results generated. Licensee may from time to time provide suggestions or comments regarding performance, usability or effectiveness, bug reports, test reports or other feedback (collectively, "Feedback") to LATITUDE with respect to Beta. LATITUDE retains title to such comments and may freely use, disclose, reproduce, license, distribute, and otherwise commercialize any Feedback. A Beta Testing Program may have additional requirements.

3.3 Evaluation License—LATITUDE or its authorized distributor may from time to time offer a limited term license(s) for Product(s) for use by the Licensee for the limited purpose of evaluation. After the limited term expires, the Licensee has no rights whatsoever to use the Product(s) unless the Licensee makes separate arrangements in writing with LATITUDE.

3.4 Educational Use License—If Licensee has been qualified by LATITUDE or its authorized distributor to receive education pricing, Licensee agrees to use the Product(s) solely for educational, research, and academic purposes that are noncommercial in nature. Licensee shall not use the Product(s) for any administrative or profit-generating activities.

3.5 Consultant Access—Licensee may provide access to the Product(s) to any consultant or contractor of the Licensee, provided that the consultant or contractor is using the Product(s) exclusively for the benefit of the Licensee. Licensee shall be responsible for compliance by consultants or contractors with the terms and conditions of this Agreement. Licensee shall require consultant or contractor to discontinue use of, and access to, Product(s) upon completion of work for Licensee. Access to or use of Product(s) by consultants or contractors not exclusively for Licensee's benefit is prohibited.

3.6 Fees – The Licensee shall pay to LATITUDE or its authorized distributor the license fees set out in the LATITUDE ordering document or authorized distributor equivalent.

ARTICLE 4—SCOPE OF USE

4.1 Permitted Uses – Subject to the terms and conditions set forth in this Agreement, Licensee may

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ARTICLE 9—GENERAL PROVISIONS

1852.227-86 (December 1987), or the local, state, or foreign equivalent, as applicable. The Contractor/ Manufacturer is Latitude Geographics Group Ltd., 300-1117 Wharf Street, Victoria, British Columbia, Canada V8W 1T7.

9.10 Governing Law, Arbitration

a. *Licensees in Canada and the United States of America, Its Territories, and Outlying Areas*—This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia without reference to its conflict of laws principles. Except as provided in Article 9.8, any dispute arising out of or relating to this Agreement, or the breach thereof, which cannot be settled through negotiation, shall be finally settled by arbitration administered by the Canadian Commercial Arbitration Centre (in Canada) or the American Arbitration Association (in the US) under their respective Commercial Arbitration Rules. Judgment on the award rendered by the arbitrator may be entered into a court of competent jurisdiction. If Licensee is a U.S. Government agency, this Agreement is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C 601-613), in lieu of the Arbitration provisions of this clause.
b. *All Other Licensees*— Except as provided in Article 9.8, any dispute arising out of or relating to this Agreement, or the breach thereof, which cannot be settled through negotiation, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one (1) arbitrator appointed in accordance with said Rules. The language of the arbitration shall be in English. The place of the arbitration shall be at Vancouver, British Columbia, Canada.
c. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. Either party shall, at the request of the other, make available documents or witnesses relevant to the major aspects of the dispute.

9.11 Maintenance—Maintenance for qualifying Products will be provided in accordance with Latitude's Maintenance and Technical Support Policy (L400) available at www.geocortex.com/legal, which LATITUDE, in its sole discretion, may revise from time to time.

Latitude Geographics®

EXHIBIT 1
SCOPE OF USE
(L300 02/2016)

Latitude Geographics Group Ltd., 300 – 1117 Wharf St., Victoria, BC, Canada V8W 1T7 · Tel: (250) 381-8130 · Fax: (250) 381-8132

The scope of use for each LATITUDE Software identified below is described in the applicable footnotes listed in parentheses. Licensee's specific scope of use for each Software program is set out in the applicable LATITUDE or Authorized Distributor's ordering documents for each Product purchased.

- Geocortex Essentials Standard Edition (1, 2, 3, 6, 7, 8, 11, 12)
- Geocortex Essentials Starter Kit Edition (1, 4, 6, 8, 11)
- Geocortex Essentials Developer Seat (1, 6)
- Geocortex Insight (6, 7, 8, 11, 12, 13)
- Geocortex Optimizer Standard Edition (1, 2, 3, 6, 7, 8)
- Geocortex Active Operating Picture (1, 2, 3, 6, 7, 8, 10, 11, 12)
- Geocortex Essentials for Ports (1, 2, 3, 6, 7, 8, 11)
- Geocortex Perspective (5, 6, 7, 8, 12, 14)
- Geocortex Decision Support (5, 6, 7, 8, 12)
- Geocortex Technology Developer Network [GTDN] Subscription (5, 6, 9)

1. "Development Server License." Licensee may install and use the Software on a single computer to design and build applications that interface with or utilize server Software as described in the Documentation.

2. "Staging Server License." Licensee may use and install the Software for the following purposes; user acceptance testing, performance testing, load testing of other third-party software, staging new commercial data update, and training activities.

3. "Deployment Server License." Licensee may install and use the Software or Data to provide services to multiple users on the same or other computer(s).

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7. The administrative tools for the Software may be copied and redistributed throughout the Licensee's organization.

8. Redundant Software installation(s) for failover operations may be implemented during the period the primary site is nonoperational. The redundant Software installation(s) shall remain dormant except for system maintenance and updating of databases while the primary site or any other site is operational.

9. GTDN Software, Online Services, and Data may only be used by up to three (3) named developers per subscription at an installation location solely for the purposes of research, development, testing, and demonstration of a prototype application. GTDN Software and Data may be installed on multiple computers for use by any named GTDN developer.

10. Remove reference to "real-time emergency response, real-time terrorism prevention or response" in Article 6.3 of Latitude Master License Agreement.

11. "Perpetual License". Licensee may use the Software, for which applicable license fees have been paid, indefinitely.

12. "Named User". The Software is licensed based on the associated number of ArcGIS Named Users deployed by Licensee.

13. "Collection Points". The Software is licensed based on the associated number of Collection Points deployed by Licensee. Each Collection Point is defined as one of the following: a physical server; an ArcGIS for Server cluster; an ArcGIS for Server map service, feature service, image service, geometry service, or geoprocessing service; a Geocortex Essentials instance; a Geocortex Essentials site; a viewer application.

14. The Software, Data, Online Services, and Documentation are not designed, manufactured, or intended for sale, resale or use in visualizing and/or modelling the interior characteristics of a drilled hole or borehole, including the openhole or uncased portion of an oil or gas well, and may not be used for this purpose. Visualizing and/or modelling the well location and/or resultant finalized well is acceptable.

Latitude Geographics™

Latitude Geographics Group Ltd.
300 - 1117 Wharf St., Victoria, BC V8W 1T7
Tel: (250) 381-8130 Fax: (250) 381.8132 www.latitudegeo.com

Quote

File Number: P-201631604 Date: August 19, 2016

Prepared for:

Island County
Coupeville, WA
Attention: Becca Blackman
bm.blackman@co.island.wa.us

Prepared by:

James van Dyk

(250) 381-8130
jvandyk@latitudegeo.com

Description	Units	Rate	Cost
GXESS1K - Geocortex Essentials (Starter Kit) Includes source files, compiled binaries, configuration files, images, HTML documents, documentation, with: - Production license for up to four (4) server cores to provide ONE (1) web-GIS application (defined as a discrete web-GIS viewer with a specific URL) - One (1) Geocortex Essentials Developer Seat - One (1) year Complimentary Maintenance[1]	1	$ 7,000.00	$ 7,000.00
Prepaid Technical Support (8.7 hours)	1	$ 1,000.00	$ 1,000.00
Scheduled Virtual Training Courses (per student)			
Getting Started with Geocortex Essentials (2 days)	1	$ 1,060.00	$ 1,060.00
Developing Workflows for Geocortex Essentials (2 days)	1	$ 1,060.00	$ 1,060.00
Geocortex Essentials Starter Kit Maintenance (Sept. 15, 2017 - Dec. 31st, 2017)	108	$ 3.84	$ 414.18

Annual Maintenance (Included in Yr. 1; 20% of current license fee thereafter)
- Geocortex Essentials Starter Kit $1,400

Subtotal $ 10,534.18

($USD) Total: $10,534.18

This is a quotation, not an invoice. Delivery of product and/or services subject to client approval.
Prices subject to GST and/or local taxes where applicable. Quotation is valid for 30 days.
Acceptance of this offer is not complete until an authorized client representative reads & accepts the terms of any software license agreements associated with products acquired through this quotation.

IRS Federal EID: 98-0405129 PST #: R357159 GST #: 89523 5521 RT0001

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BEFORE THE BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON

IN THE MATTER OF DECLARATION THAT PURCHASE OF LATITUDE GEOGRAPHICS' GEOCORTEX ESSENTIALS SOFTWARE AND MAINTENANCE IS A SOLE SOURCE PURCHASE EXEMPT FROM COMPETITIVE BIDDING

RESOLUTION C-_____-16
PLG-009-16

WHEREAS, RCW 39.04.280 provides uniform exemptions to competitive bidding requirements that may be utilized by municipalities when awarding contracts for purchases;

WHEREAS, RCW 39.04.280 (1)(a) provides an exemption from competitive bidding for purchases that are clearly and legitimately limited to a single source of supply and ICC 2.29.30(A)(5) provides an exemption from competitive solicitation procurement for sole source contracts for acquisition of software and software services;

WHEREAS, in 1999 Island County purchased geographic information system (GIS) software from Environmental Systems Research Institute, Inc. (ESRI, Inc.) which included the ESRI, Inc. furnished GIS software maintenance for the viewer and access of ESRI, Inc GIS data; and

WHEREAS, ESRI, Inc. no longer supports the desktop ArcGIS Explorer viewer and;

WHEREAS Geocortex software suite enables organizations to deliver web-based mapping applications based on Esri's ArcGIS Server platform. Geocortex extends and enhances ESRI's ArcGIS Server web-based mapping platform by transforming the process of designing, building, upgrading, and maintaining applications. No other companies are partnered with ESRI, our ArcGIS software to provide a GIS viewer that delivers advanced security of web maps, creation of sophisticated GIS-based reports and allows users to perform self-directed spatial analyses on our data. NOW, THEREFORE,

BE IT HEREBY RESOLVED that purchase of the Latitude Geopraphics Group Ltd. GIS software maintenance is clearly and legitimately limited to a single source of supply and Island County may purchase that software maintenance through December of 2017 for $10,534.18 without engaging in either competitive bidding or competitive solicitation.

APPROVED this ____ day of September, 2016.

BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON

_____
RICHARD M. HANNOLD, Chair

_____
JILL JOHNSON, Member

_____
HELEN PRICE JOHNSON, Member

ATTEST:

_____
Debbie Thompson,
Clerk of the Board

Commissioners Office
Work Session
September 14, 2016

Subject/Agenda: Island County Legislative Priorities
Attachment:
Action Requested:
Follow up:

EXECUTIVE SESSION

The Board will adjourn and meet in Executive Session at 11:00 a.m. in the Commissioner's Conference Room #218 as allowed under RCW 42.30.110 (1)(i) to discuss with legal counsel litigation or potential litigation. The Executive Session is expected to last one hour with no announcement in open public session.