THIRD AMENDMENT TO AGREEMENT TSS-REV-LIDAR-017
BY and BETWEEN
COUNTY OF SANTA CLARA and City of San José
For Imagery and LiDAR Data Acquisition Cost Sharing

This is the Third Amendment to the Agreement that was entered into by and between the County of Santa Clara ("County"), on behalf of Technology Services and Solutions ("TSS"), a County department, and the City of San José ("Partner") for purposes of establishing cost sharing responsibilities for imagery and LiDAR data acquisition. Partner acknowledges that County obtained the imagery and LiDAR data from a third-party (The Sanborn Map Company, Inc. - "Sanborn" or "Contractor"). Partner further acknowledges that County is passing through rights to all data deliverables, including imagery and LiDAR data and derivative products as stated in Exhibit B-3. This Agreement is amended as follows effective upon execution.

1. KEY PROVISIONS, TOTAL AGREEMENT VALUE, is hereby amended to read: "Not-to-exceed $408,556.93, which represents an increase of $71,035.48 over the prior not-to-exceed of $337,521.45."

2. KEY PROVISIONS, TERM OF AGREEMENT, is hereby amended to read: "The term shall start on the date contract is fully executed and shall end on February 5, 2025, unless terminated earlier or otherwise amended."

3. KEY PROVISIONS, COUNTY POINTS OF CONTACT, is hereby amended to read:

COUNTY POINTS OF CONTACT	
	Contract Manager Yoko Myers, IT Manager (408) 315-1371, yoko.myers@tss.sccgov.org
	Day-to-Day Contact Wade Wilson, Business Systems Analyst (408) 918-4716, wade.wilson@isd.sccgov.org
	Contract Administrator Joseph McGee, IT Vendor Manager (408) 918-7127, joseph.mcgee@isd.sccgov.org

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4. Delete **EXHIBIT B-2 PRODUCTS AND SERVICES FEE SCHEDULE** and replace with **EXHIBIT B-3 PRODUCTS AND SERVICES FEE SCHEDULE YEAR 5**.

5. Delete **EXHIBIT C-2 SCOPE OF WORK** and replace with **EXHIBIT C-3 SCOPE OF WORK YEAR 5 OF THE 5-YEAR ACQUISITION PLAN.**

6. **EXHIBIT D** is intentionally omitted.

7. Partner shall comply with the **SANBORN OBLIQUE IMAGERY END-USER LICENSE AGREEMENT**, which is added to this Agreement as **EXHIBIT E-1 SANBORN OBLIQUE IMAGERY END-USER LICENSE AGREEMENT** attached hereto and incorporated herein by this reference.

8. This **EXHIBIT E-1 SANBORN OBLIQUE IMAGERY END-USER LICENSE AGREEMENT** is revised to add the following to Section 6: "(h) For the avoidance of doubt, and subject to Section 6(g), the foregoing authorizes You to transfer the Data to the Partners and their subcontractors."

9. Partner shall comply with the **SANBORN OBLIQUE ANALYST® SOFTWARE END-USER LICENSE AGREEMENT**, which is added to this Agreement as **EXHIBIT F-1 SANBORN OBLIQUE ANALYST® SOFTWARE END-USER LICENSE AGREEMENT** attached hereto and incorporated herein by this reference.

10. This **EXHIBIT F-1 SANBORN OBLIQUE ANALYST® SOFTWARE END-USER LICENSE AGREEMENT** is revised to replace Section 1(a) with: "The License granted by this Agreement provides for the following use: Permits access to, or delivery or transmission of the Products to or from your computer system to install, download, use, or copy the Products on a per user license arrangement for individual users, and/or permits access to, or delivery or transmission of the Products to or from your local area network to install, download, use, or copy the Products for an unlimited number of users for agency/organization users, at the address set forth on your order form. Subject to Section 6(g), The foregoing includes use of the Products by the Partners in the Agreement and their subcontractors."

11. This **EXHIBIT F-1 SANBORN OBLIQUE ANALYST® SOFTWARE END-USER LICENSE AGREEMENT** is revised to add the following to Section 6: "(h) For the avoidance of doubt, and subject to Section 6(g), the foregoing authorizes use of the Products by the Partners identified in the Agreement and their subcontractors."

Board of Supervisors: Sylvia Arenas, Cindy Chavez, Otto Lee, Susan Ellenberg and S. Joseph Simitian
County Executive: James R. Williams

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All other terms and conditions of the Agreement remain in full force and effect. In the event of a conflict between the original Agreement and this Amendment, this Amendment controls.

Prepared and administered by: Joseph McGee, IT Vendor Management (408) 918-7127, joseph.mcgee@isd.sccgov.org

The Agreement as amended constitutes the entire agreement of the parties concerning the subject matter herein and supersedes all prior oral and written agreements, representations and understandings concerning such subject matter.

By signing below, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity, that he/she has the authority to bind the entity listed below to contractual obligations and that by his/her signature on this Agreement, the entity on behalf of which he/she acted, executed this Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated below. This Agreement is not binding until fully executed by all parties.

COUNTY OF SANTA CLARA   **CITY OF SAN JOSÉ**

_____   _____
Susan Ellenberg, President   Date   Sarah Zarate   Date
Board of Supervisors   Office of the City Manager

Signed and certified that a copy of this
Document has been delivered by electronic
or other means to the President, Board of
Supervisors.
Attest:

_____
Tiffany Lennear, Clerk   Date
Board of Supervisors

APPROVED AS TO FORM AND LEGALITY

_____   _____
Robert A. Nakamae   Date   Arlene Silva   Date
Deputy County Counsel   Senior Deputy City Attorney

APPROVED BY

_____
Neelam Saini   Date
Sr. IT Manager

APPROVED BY

_____
Nina A. D'Amato   Date
Chief Information Officer

Board of Supervisors: Sylvia Arenas, Cindy Chavez, Otto Lee, Susan Ellenberg and S. Joseph Simitian
County Executive: James R. Williams

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Attachments: Exhibit B-3, Products and Services Fee Schedule Year 5.
Exhibit C-3, Scope of Work Year 5 of the 5-year Acquisition Plan
Exhibit E-1, Sanborn Oblique Imagery End-User License Agreement
Exhibit F-1, Sanborn Oblique Analyst Software End-User License
Agreement

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PRODUCTS AND SERVICES FEE SCHEDULE YEAR 5

The compensation to County for the provision of the Deliverables under this Agreement is detailed in this Exhibit B-3.

- **Section I – Recurring Costs**

  ▪ Not applicable. There are no recurring costs associated with this Agreement.

- **Section II – One-Time Costs**

Item Number	Deliverables	Deliverable Category	Ownership and License
1	6" 4-band orthos (Full tile covering county boundary plus 2 square mile buffer)	Ortho	County/Partners-owned Public Domain
3	3" oblique and ortho combined collection	Ortho and Oblique	Ortho: County/Partners-owned Public Domain Oblique: Licensed
5	Continued hosting and maintenance of 2015, 2020, 2021, 2022 and 2023 SOA	Oblique	Licensed
6	Cloud Hosting for WMS for orthos 2020-2024	Ortho	Licensed
8	County-wide mosaic MrSID format (3" would be resampled to 6")	Ortho	County/Partners-owned Public Domain
One-Time Cost Total: $71,035.48			

1. County and Partner shall meet or otherwise communicate by August during the term of this Agreement to determine the specifics of the subsequent year's contract, if any, that may be placed by County on behalf of Partner. Any such subsequent contract will document all Deliverables to be acquired by County and shared with Partner as well as Partner's total share of fees.

2. County shall invoice Partner for one-time costs upon Partner's acceptance or first use of Deliverables, whichever comes first.

- **Section III – Travel and Related Expenses**
  - Each party shall be solely responsible for its travel and out-of-pocket expenses.

- **Section IV – Optional Add-On Services**
  - Partner may elect to purchase optional add-on services from County's Contractor (Sanborn) through County at any time through the term of the Agreement.

  - The parties shall amend this Agreement to reflect the optional add-on services and additional fees.

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EXHIBIT C-3
STATEMENT OF WORK FOR YEAR 5

1. Summary of Services

The County of Santa Clara (County) is contracting with The Sanborn Map Company, Inc. (Sanborn) to acquire **orthogonal imagery (orthos), oblique imagery and derived products** for the County of Santa Clara, CA boundary with a 2-mile buffer.
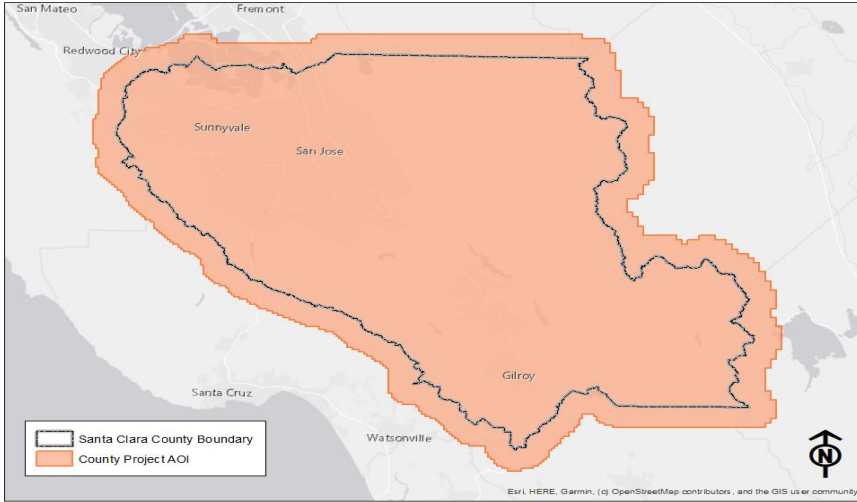
2. 5-Year Acquisition Plan

Below chart describes the County's plan for the data acquisition and timing. Every year, the plan and specification will be reviewed, and details will be provided in the Project Execution, Risk Mitigation, and Management Plan.

| Services	Year 1 (2019-2020)	Year 2 (2020-2021)	Year 3 (2021-2022)	Year 4 (2022-2023)	Year 5 (2023-2024)
Ortho	X	X	X	X	X
Oblique	X	X	X	X	X
Lidar	X			X	
Lidar Derived products (DEM, DSM, Buildings 2D/3D)	X			X	
Add-on*	As necessary basis	As necessary basis	As necessary basis	As necessary basis	As necessary basis

3. **County of Santa Clara Year 5 (2023 – 2024) Project Execution, Risk Mitigation and Management Plan**

Project boundaries defined by as shapefiles confirmed by the County of Santa Clara on March 17, 2020.

3.1. *Orthoimagery County-wide*
- 3-inch 4-band orthoimagery for approximately 965 square miles
- 6-inch 4-band orthoimagery for approximately 764 square miles
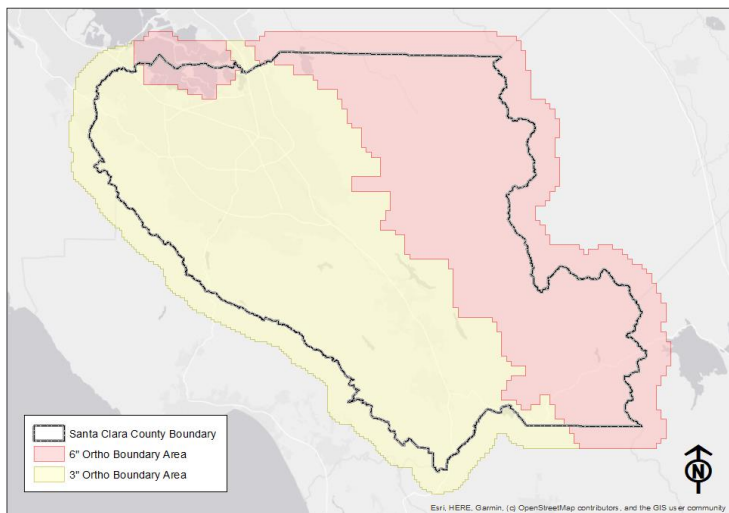
3.2. Oblique Imagery
- 3-inch oblique imagery for approximately 965 square miles

4.   County-Wide Data Acquisition Execution Plan

Sanborn shall furnish all materials, supervision, labor, equipment, and transportation, unless otherwise specified in this SOW, to complete the following tasks and deliver the listed products.

Project Area Data Acquisition Requirement Details		
3-inch - Orthoimagery	Resolution and Spectral Content	3-inch GSD
		4-band (RGB and NIR)
	Accuracy	0.5-foot RMSEx or RMSEy Absolute (2-pixels)
	Overlaps	Final imagery and planned overlap will ensure less than 25% roadways features are obscured (Refer to 4.2)
	Collection Window, and Sun Angle	11/15/2023 to 1/31/2024 Approximately between 10:00am-2:00pm
		No less than 25 degrees
6-inch - Orthoimagery	Resolution and Spectral Content	6-inch GSD (Eastern Area)
		4-band (RGB, NIR)
	Accuracy	6-inch GSD 1.0-foot RMSEx or RMSEy Absolute (2 pixels)
	Overlaps	Final imagery and planned overlap will ensure less than 25% roadways features are obscured (Refer to 4.2)
	Collection Window, and Sun Angle	11/15/2023 to 1/31/2024 Approximately between 10:00am-2:00pm
		No less than 25 degrees
Urban Oblique Imagery	Resolution and Spectral Content	3-inch GSD (Urban area only)
		3-band (RGB)
	Accuracy	3-inch GSD; horizontal RMSE is 2-pixel and vertical is 3-pixels
	Collection Window and Sun	11/15/2023 to 1/31/2024 Approximately between 10:00am-2:00pm

	Angle	No less than 25 degrees

4.1. Flight Plans

Sanborn shall be responsible for applying for and obtaining, any required permits for access, overflight, or intrusion into, restricted or otherwise limited ground access and/or airspace, which may be included within the requirement of this SOW.

Prior to each flight, Sanborn shall prepare a digital flight plan showing the planned flight lines and the project areas to be covered. This flight plan shall be delivered to the County in Esri shapefile or feature class format.

Due to the extent of the area and window of time available to collect the imagery meeting the specific criteria set forth herein, multiple airplanes may be used.

4.2. Ortho Imagery Overlap

All orthorectification related imagery acquisition will have a minimum of 30% (+/5%) side lap and 60% (+/5%) end lap. All imagery must be acquired with adequate overlapping coverage for orthorectification, so that building lean in Urban areas area minimized. Additional coverage must be captured over Urban core areas and mountainous areas to ensure that no more than 25% of roadway features are obscured in Urban areas and valley bottoms are visible in the mountains. The County will delineate areas where tall buildings or other areas of concern are located.

4.3. Collection Window and Conditions

Any data collection flights and any re-flights must be acquired according to Section 4.   Imagery shall not be acquired when the ground is obscured by haze, snow, smoke, dust, floodwaters, or environmental factors that may obscure ground detail.

There shall be less than 5% cloud cover and/or shadows in the imagery. The solar altitude during image collection flights should not be less than 25 degrees according to www.suncalc.org.

4.4. Re-flights

Sanborn, at no additional cost to the County, shall re-fly and re-acquire aerial data that does not meet the required specifications. The orthoimagery re-flight shall overlap the accepted aerial imagery by at least two stereo models, and must meet the criteria specified in the "Collection Window and Conditions" section.

4.5. Quality Control for Acquisition

- All processes are controlled by Sanborn's Quality Management System.
- Mission flight logs are reviewed and archived
- Flight plans and boundaries to be sent to the County of Santa Clara for approval.
- All of the flight data are to be QCed by the office QC team and the re-flights called within 24 hours
- Footprint analysis is to be conducted for each mission collection to ensure coverage/overlaps and compliance with the planned flight plans

5. Ground Control

Sanborn is responsible for developing the ground control necessary to perform
the photogrammetric mapping in support of orthoimagery, and oblique imagery products.

The control survey shall be completed according to current industry best practices. The ground

control must be set and maintained at the proper density and positional accuracy to support the project's accuracy specifications which are outlined in this SOW. Sanborn will recover ground control from previous collections as much as possible.

Any survey control that is developed for this project shall be provided to the County and must adhere to the following conditions:

- Each ground control survey point shall be a well-defined horizontal and/or vertical point.
- Horizontal and vertical accuracy for Sanborn-developed survey control will be reported to the County's Project Manager.
- All control points shall be either well-defined ground features or field targets.
- All Ground Control Survey shall be conducted by Sanborn and certified by a California Licensed Surveyor.
- All survey is to be delivered in California State Plane Zone lll North, NAD 83(2011/PA11/MA11) epoch 2010, NAVD88, US Survey Feet.

6. Production execution plan for County-Wide and city imagery
6.1. General
Projection and Coordinate Systems
All data will be delivered in California State Plane Zone lll North, NAD 83 (2011/PA11/MA11) epoch 2010.00, NAVD88, US Survey Feet.

6.2. Pilot Areas
Sanborn will work with the County to select pilot areas for the orthoimagery products. Sanborn is expected to provide deliverables, subject to all the specifications herein as applicable, and gain approval from the County for this work prior to moving forward with the processing of all the final products.

6.3. Metadata
Project-level FGDC-compliant metadata in XML format shall be provided.

6.4. Photo Index
The tiling index shapefile or feature class shall be attributed so that every tile has a name, a collection date, and time stamp.

6.5. Orthoimagery execution plan

6.5.1. Production Sequence for Orthos
- Acquisition QC and re-flight calling
- Camera Calibration
- GNSS-IMU Processing
- Image Processing and Color Finalization
- Aerial Triangulation (AT)
- Sanborn QC and approval of AT results
- AT report
- Digital Elevation Model (DEM) Updated for Ortho-rectification

- DEM Finalization
- Ortho production
    - Ortho generation
    - Mosaicking
    - Seamline QC and editing
    - Final Mosaic
    - QC Edit of orthos for anomalies
- Upon internal acceptance, Sanborn to publish orthos on Sanborn Image QC™ (http://geoserve.sanborn.com/help)
- QC feedback cycle with the client via Sanborn Image QC™
- Incorporate any client feedback, if needed
- Deliver final products via hard drive
- Santa Clara final acceptance
- Generate final products caching of final orthos for:
    - WMTS

6.5.2. Image Processing and Delivery

Orthoimagery tiles in JPEG2000, TIFF. and MrSID formats shall be full tile (not clipped to boundary) and named according to a tile grid for the 3-inch and 6-inch resolution products. Orthoimagery tiles will be provided according to the County provided tiling index that specifies geometries and attribution for the tiles.

6.5.3. Tonal/Color Balancing

Orthorectified imagery tiles should be tonally balanced prior to generation of an image mosaic. Adjacent images will be tone and contrast matched. Localized adjustments of brightness values will be performed to reduce tonal differences between images. Brightness values should have an even gradation of color levels over the full range from 0 to 255 for optimal computer monitor/screen display.

6.5.4. Image File Formats

Imagery based on the required tiling index must be delivered in the following formats.
- GeoTIFF (no compression) with associated world file (.tfw) (4-band)
- JPEG2000 with separate but associated world file compressed at 10:1 (4-band)
- MrSID (Generation 4) with separate but associated SDW file compressed at 10:1 (4-band)

Imagery tiles must be tested and read by the two most recent versions of Esri ArcGIS (Desktop and Enterprise), and Bentley MicroStation software.

6.5.5. Digital Elevation Models

Sanborn will use existing data for the DEM. The DEM should support creation of imagery that meets the accuracy standards outlined in this SOW. The DEM used in the ortho-production shall be provided in GeoTiff format.
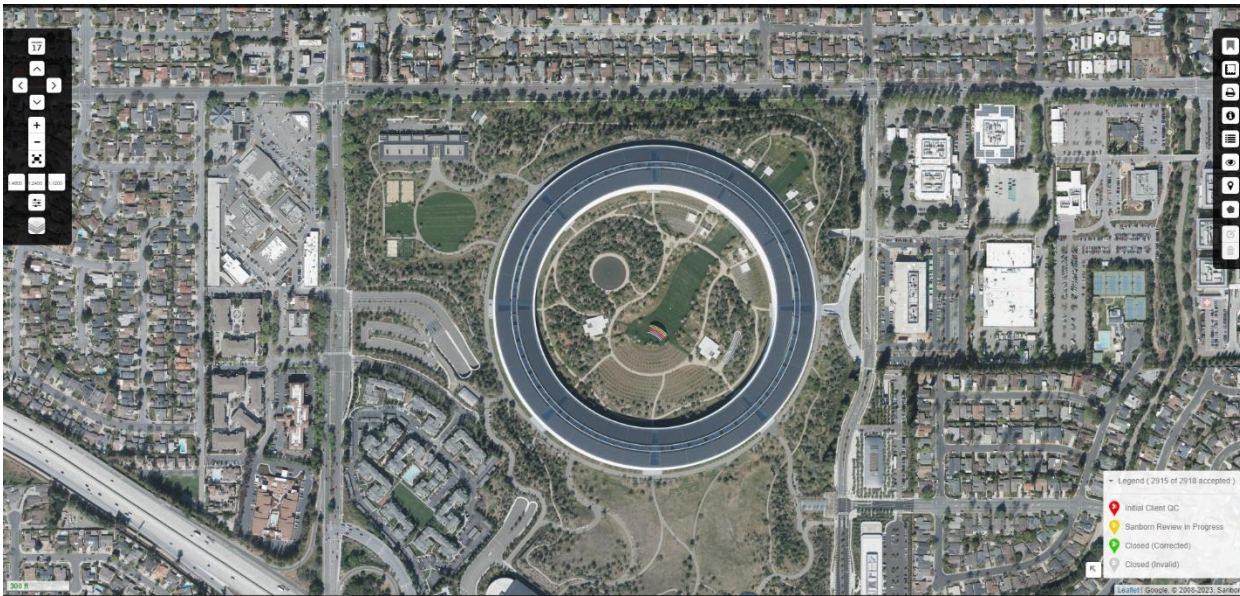
6.5.6. Ortho Accuracy

Sanborn will perform the GNSS-IMU assisted Aerial Triangulation of the Imagery in order to meet the 2-pixel RMSEx and RMSEy ortho accuracy

- 3-inch GSD 0.5-foot RMSEx and RMSEy Absolute (2-pixels)
- 6-inch GSD 1.0-foot RMSEx and RMSEy Absolute (2-pixels)

6.5.7. QAQC and Coordination with Sanborn

All data (imagery as well as all associated data products) will be subject to a rigorous review process against defined acceptance criteria. This process will verify the positional accuracy of the data, and ensure its aesthetic and functional quality. The County will conduct this quality control review via *Sanborn Image QC™* online platform and review of the final products delivered on hard drive-in accordance with the specifications set out in Acceptance Criteria in Section 6.5.8. If the County determines that the final products do not meet the Acceptance Criteria, it shall notify Sanborn of any identified deficiencies. Sanborn will review the County's identified deficiencies, correct any valid error calls, and resubmit the final products to the County for review. The parties shall repeat this process until all valid error calls have been corrected. The County shall not be responsible for making payment on the Ortho Imagery Acceptance payment milestone until Sanborn corrects all valid error calls.

Sanborn Image QC™ *Application*

6.5.8. Ortho Acceptance Criteria

In general terms, this Ortho Acceptance Criteria review will identify the following;

- Products that do not meet the project's accuracy specifications
- Misalignments in linear features (roads/curbs/building edges etc.) resulting from poorly aligned mosaic portions
- Warped bridges/overpasses/viaducts
- Obvious seams between images (in all file formats)
- Blurred or out-of-focus imagery
- Stark changes in color balance and contrast
- Stark shadows or bright spots in the imagery
- Clouds or cloud shadow covering more than 5% of any image tile
- Buildings that obscure more than 25 percent of adjacent roadways
- Obscured valley bottoms in the mountains
- Obstructed features by snow and/or smoke

In addition, the Acceptance Criteria review process will examine all other data produced as part of the imagery production process. This will include the following;
- Validating correct file formats and versions
- Reviewing all associated metadata records
- Reviewing DTM data including mass points and breaklines data, derivative DEMs, and other ground control source data
- Reviewing all calibration and analytical reports produced by Sanborn

6.5.9. Sanborn Production Quality Control
- All processes are controlled by Sanborn's Quality Management System
- Image Processing Color balanced is approved from the department manager
- AT results checked and approved by Certified Photogrammetrist
- DEM suitability is checked and approved by Certified Photogrammetrist
- Feedback from pilot review is incorporated in the data production
- Data from subcontractor thoroughly reviewed by the Sanborn team before delivery
- The delivery drive is checked by an independent quality control assigned person before it leaves the Sanborn office

7. County oblique imagery execution plan

7.1.1. Production Sequence for Oblique
- Acquisition QC and re-flight calling
- Camera Calibration
- GNSS-IMU Processing
- Image Processing and Color Finalization
- Aerial Triangulation (AT)
- Sanborn QC and approval of AT results
- Digital Elevation Model (DEM) for oblique imagery
- Upon internal acceptance, Sanborn will publish imagery on Sanborn Oblique Analyst®

7.1.2. Oblique Imagery Accuracy and Production
The oblique imagery accuracy will be a horizontal RMSE of 2-pixels and a vertical accuracy of 3-pixels. AT for oblique imagery systems employs a similar technique to the conventional AT; for example, both include the use of ABGNSS/IMU data and ground control points. However, conventional AT software was not designed to incorporate oblique imagery for tie point generation or to handle the large amount of data collected with the system. There are two approaches Sanborn considers to ensure the highest accuracy possible for the nadir and oblique imagery:
- Perform AT with the nadir image only and, using the results, compute the orientation of the oblique imagery thus assuring a singular orientation system; or,
- Perform point matching on all nadir and oblique frames and utilize additional parameters; e.g., trajectory and timing information into a bundle block solution. This approach allows the identification and removal of errors associated with the individual cameras within the system and with the GNSS trajectory. This method allows for tight quality control through all steps in the process, maximizing the resultant accuracy of all images in the block.

With both solutions, AGNSS/IMU and ground control are key elements in assessing the final accuracy of the imagery.

Following completion of the data acquisition flight, a suite of image processing, GNSS and inertial data processing, and quality control software is used to produce a set of five georeferenced images at each exposure station. The image database will be color balanced, and quality control inspections with be performed to ensure integrity of the data set.

The completed oblique and nadir images will be uploaded into the Sanborn Oblique Analyst®.

Sanborn Oblique Analyst®

Overview of the Sanborn Oblique Analyst

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Oblique view of the selected location from the North camera

Attributes pane for selected location and map footprint of selected view

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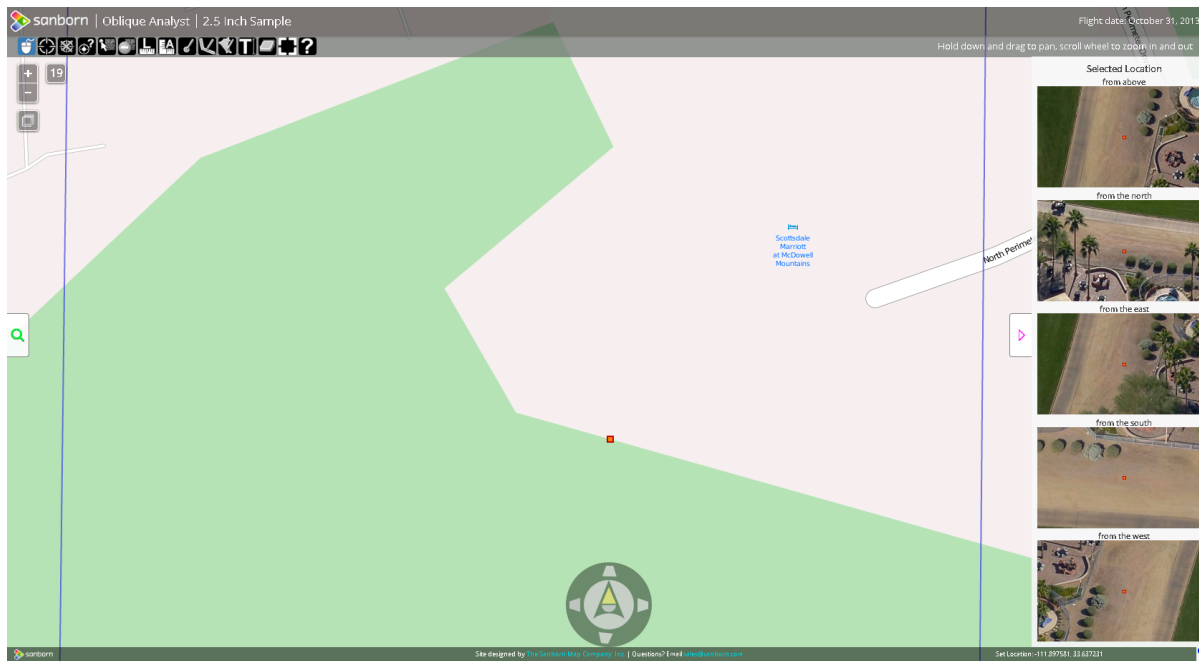
View of the selected location in the Navigation pane

7.1.3. Viewer Capabilities

The toolbar is available at the top left corner of the Oblique Analyst®. To view and access all 5 imagery angles, select the 'Set Location' ⊙ and click on an area in the large imagery display. The view will center on the location where you clicked, and all 5 views will appear in the thumbnails. You can then select and zoom, pan, navigate and more, in any of the views. Choose 'Set Location' ⊙ and select a new area, building or feature to continue to view multiple images as you navigate through the imagery.

The angle which is inherent to oblique imagery allows viewers to see not only the top of objects but the sides as well. All 5 views (1 nadir view and 4 views angled at 45 degrees from the nadir) are viewable in the Oblique Analyst®. The user can select a view to be the primary view and then switch back and forth with other views. An overview map is also available in the bottom right corner of the Oblique Analyst®.

The Oblique Analyst® has a large selection of tools and options to be used while exploring the imagery. These features include:

- The ability to pan and zoom 🖱 around in the project area to explore views of the selected location. Users can zoom in ➕ and out ➖ with the zoom buttons or use the scroll wheel on the mouse.

- A compass feature ⊕ allowing users always know the direction of the current view. The half circle button in the middle indicates the nadir or top-down view. The triangle button in the center indicates a top-down, north-up navigation view which is also used to view WMS/WFS layers.

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- An overview map (bottom right corner) allowing users know the exact location within the project area.
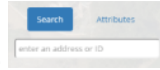
- An addressing feature to quickly locate a specific address, incorporating the County's geocoding services.

The Oblique Analyst® allows integration with other software environments through URL parameters, i.e., users/other applications can start the viewer at a specified location by using one of the following URL parameters.

Coordinates: http://<Viewer site>/<Viewer name>/?ll=lat,long

Address: http://<Viewer site>/<Viewer name>/?addr=address

Feature ID: http://<Viewer site>/<Viewer name>/?id=featureID

A number of tools to enable the user experience, are described in the following table.

Tool and Icon	Description
Pan and zoom	With Pan and Zoom Tool selected, click/touch and drag the photo in any direction.
Select a location	All the views taken in that image event are shown relative to a point that is on or nearby the object selected; dependent on the level of product that has been purchased
Clear location	Can be used to clear the selected location
View attributes	The attributes of the shapefile(s) can be viewed by selecting the View Attributes Tool and clicking on the shape(s) in the main window. The attributes (if any are available) will display in the Search slide-out on the left side of the Viewer. This slide-out can be closed by clicking the Search button on the right of the slide-out.
Clear attributes	Can be used to clear the selected location for viewing attributes
Show coordinates	Show location coordinates
Measure Height	Measure the height along the side of an object in the image. Accuracy from the imagery is product dependent
Measure Length	Measure the length along the side of an object in the image. Accuracy from the imagery is product dependent

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Tool and Icon	Description
Measure Area	Measure the area of the surface of an object in the imagery. Accuracy from the imagery is imagery product dependent
Measure Slope	Measure the slope of the surface of an object in the imagery. Accuracy from the imagery is imagery product dependent
Draw Point	Draw a point on the image
Draw Line	Draw a line on the image
Draw Polygon	Draw a polygon on the image
Draw Text	Create text on the image
Erase drawing	Can be used to erase all the current drawings and annotations
Create PDF	Create a PDF document of the image that can be saved to the local computer
Full Screen	Click this button to toggle full screen mode
Search Pane	Can be used to search across the attributes of the layers loaded in the Oblique Analyst®
Layers Pane	Can be used to turn on/off the individual vector shapefiles loaded in the Oblique Analyst®. WMS/WFS layers can also be viewed in the main navigation window.
Help	Support documentation and video tutorial for using the Oblique Analyst®

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8. Other Services

- 2015-2016, 2020, 2021, 2022 and 2023 Oblique Imagery hosted on Sanborn Oblique Analyst® platform: 1-year duration of Sanborn hosted and maintenance
- 2024 Oblique hosted on Sanborn Oblique Analyst® platform: 1-year duration of Sanborn hosted and maintenance
- Cloud hosting of 2015-2023 orthoimagery in WMTS: 1-year duration
- 30 hours of technical support and training

9. **Optional Services**

9.1.1.Leaf-on Season Ortho Imagery Collection

Sanborn assumes orthoimagery collection beyond the initial flyover will cover a higher resolution imagery such as 3-inch for the urban area around 965 square miles and lower resolution such as 6-inch for the rural area around 764 square miles. 1-inch resolution assumes urban area only. The orthoimagery will meet the same specifications as stated in 8.5 Orthoimagery Execution Plan.

9.1.2.Post Disaster Imagery and Lidar Collection

If the County has contracted with Sanborn for multiple oblique flights, Sanborn will capture and deliver 12-inch georeferenced imagery to the County for up to 200 square miles of affected areas as determined by Sanborn for a qualifying natural disaster event as described below:

- Earthquake: Affected Areas of the County impacted by an Earthquake of 6.0 or greater, according to the Richter Magnitude Scale (ML).
- Flood: Minimum of 50 square miles of affected areas of the County impacted by flooding that leads to loss of life, or material destruction of property, infrastructure or natural resources.
- Terrorist/Man-Made: Affected Areas of the County damaging over 200 sq. miles of area resulting from a terrorist attack or other man-made disaster.
- Hurricane: Affected Areas of the County impacted by Saffir-Simpson Scale Rating of Category three (3) or higher
- Tornado: Affected Areas of the County impacted by Tornadoes with Enhanced Fujita (EF) Rating of Four (4) and above.
- Wildfire: Affected Areas of the County impacted by wildfires with a minimum of 50 square miles of contiguous burn area.

Use of Sanborn's Online Change Viewer, which allows for optimal side-by-side comparison of Pre- and Post-Disaster Imagery, is included in the delivery of Sanborn's Post-Disaster Imagery Services for a period of one hundred (100) days from the date of delivery of any post-disaster imagery to the County.

Sanborn will deliver the 12-inch georeferenced imagery via web-based platform, Sanborn Image QC™ and GeoTIFF files.

The post-disaster imagery capture is complimentary up to 200 sq. miles and up to 1 event per year. Please see the fee schedule for imagery capture that exceed the 200 sq. miles or exceeds 1 event per year.

9.1.3.Technical Support for Data Management

Sanborn will provide technical support to manage and organize the data, allocate computers and staff to copy the data to the County provided external USB drive(s) or FTP, data copy validation and assurance, and provide the drives to the County provided point of contact and address. A request may encompass the full County-Wide dataset or a subset dataset with a defined area of interest. The County will provide Sanborn with

the request, AOI, and required deliverables. Delivery schedule will be negotiated based on requirements.

9.1.4. Contours for County AOI
Sanborn will utilize Lidar collected in SOW 2023.
Required contour intervals for County AOI (1,754 square miles) are:

     o 1-foot interval, 5-foot index
     o 5-foot interval, 25-foot index
     o 10-foot interval, 50-foot index
     o 25-foot interval, 100-ft index

Deliverables will be one contour dataset and individual feature classes for each contour interval coding for 1-foot, 5-foot, 10-foot, and 25-foot.
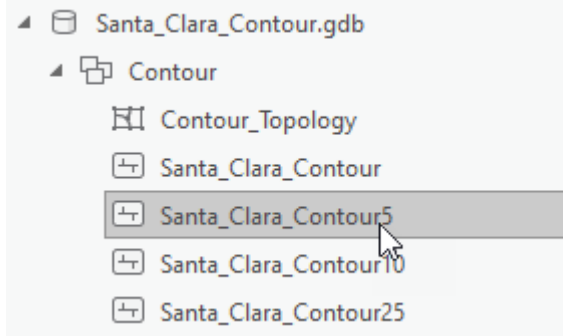
10. .Inputs from the County of Santa Clara
- Updated Parcel and Streets files
- Tile grids
- Pilot Area shapefiles

11. Project deliverables
The table below summarizes the list of all the deliverables on the program:

Type	Deliverables	Medium of Delivery
Project Initiation Documents	Flight Plans	FTP/Email
	Project kick-off presentation	FTP/Email
	Base-Line Schedule	Email
Deliverables for 3-inch and 6-inch County-Wide orthoimagery	AT Report	FTP/ County Microsoft Databox or Partner Hard-drive
	Ground Control Points	County Microsoft Databox or Partner Hard-drive
	Index Grid (.shp format)	County Microsoft Databox or Partner Hard-drive
	Finished Orthos – Sanborn Image QC™	Sanborn Cloud
	4-band GeoTIFF tiles	County Microsoft Databox or

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County Executive: James R. Williams

Type	Deliverables	Medium of Delivery
		Partner Hard-drive
	4-band JP2 tiles with separate but associated world file compressed at 10:1 (4band)	County Microsoft Databox or Partner Hard-drive
	Gen 4 MRSID tiles (Generation 4) with separate but associated SDW file compressed at 10:1 (4-band)	County Microsoft Databox or Partner Hard-drive
	County-Wide mosaic MrSID format (3-inch would be resampled to 6-inch) Gen 4 10:1	County Microsoft Databox or Partner Hard-drive
	Ortho DEM Data .GeoTiff format	County Microsoft Databox or Partner Hard-drive
	Final Orthos - WMTS	Sanborn Cloud
	FGDC Compliant Metadata	County Microsoft Databox or Partner Hard-drive
	Photocenter Index File with flight dates	County Microsoft Databox or Partner Hard-drive
1-foot contours using 2023 collected lidar	1-foot contours in ESRI Geodatabase format	FTP, County Microsoft Databox or Partner Hard-drive
18 partner hard drives for County-Wide Deliverables	Exact copy of Hard-drive Deliverables for 3-inch and 6-inch County-wide orthoimagery to each of the 18 partners	Hard-drive
Sunnyvale, CA Data Management (To be delivered with County-Wide Sunnyvale partner hard drive)	4-band GeoTiff tiles for the City (native resolution which majority of the tiles are 3-inch but some are 6-inch)	Hard-drive
	Gen 4 MRSID Gen4 with 10:1 compression tiles for the City (native resolution which majority of the tiles are 3-inch but some are 6-inch)	Hard-drive
	3-inch city-wide mosaic MrSID Gen4 with 10:1 compression format (mosaic will only include the 3-inch coverage area; 6-inch area will not be included in the mosaic)	Hard-drive
Deliverables for 3-inch and 6-inch City Orthoimagery (7 partner and 1 County hard drive with exact copies)	Finished Orthos – Sanborn Image QC™	Sanborn Cloud
	4-band GeoTIFF tiles	Hard-drive
	4-band JP2 tiles	Hard-drive
	Gen 4 MRSID tiles	Hard-drive

Type	Deliverables	Medium of Delivery
	Ortho DEM Data GeoTiff format	Hard-drive
	Final Orthos - WMTS	Sanborn Cloud
	FGDC Compliant Metadata	Hard-drive
	Index Tile Grid	Hard-drive
	Photocenter Index File with flight dates	Hard-drive
Oblique Imagery/ Sanborn Oblique Analyst®	Santa Clara data hosted on Sanborn Oblique Analyst® Interface	Sanborn Cloud
Training	2 Training sessions on Sanborn Image QC™	Web Meeting
	2 Training sessions on Oblique Analyst®	Web Meeting
Project Management Deliverables	Weekly Project Report	Email
	Weekly Updated Schedule File	Email
	Weekly Meeting	Web Meeting

12. Program management and communication plan

- The Project Manager identified in KEY PROVISIONS will be point of contacts from Sanborn. Additional people will be brought on to the meetings/on-site as needed.
- Weekly meeting (online) with County of Santa Clara at 9:10 AM Pacific time every Tuesday morning. Weekly meetings can be rescheduled if needed. Sanborn will include action items from the weekly meeting on the weekly report.
- Weekly status reports to the County's Project Manager (due one business day before the weekly meeting)
  - Weekly Report (.doc)
  - Updated Schedule (.xlsx)
- If there is any need to set up more frequent meetings at any stage in the project, Sanborn is committed to increase the frequency of the meetings.
- Any email communication should be responded back within 24 hours or next business day.
- A project ftp website will be set up by Sanborn before the commencement of the project for sharing large data/files (limit is 200 GB)
- A login will be setup by Sanborn for the Santa Clara Project so that the County has access to the acquisition status on a daily basis.

12.1.   Point of Contact

Refer to the Agreement KEY PROVISIONS for the list of contacts.

13. Risk mitigation plan

Data Acquisition Risk
- Sanborn owned resources. Redundant sensors
- Weather related "down days" are factored into the "days on site" calculations
- Ability to mobilize additional sensors if needed to catch up on schedule

Accuracy of Deliverables
- Ground Control Survey is reviewed and signed by a California Licensed surveyor
- ASPRS Certified professionals to sign off on AT accuracy
- 10% survey points are reserved for independent accuracy validation
- Previous year's imagery will be used to validate accuracy

Program Schedule
- PM has direct access to production resources
- Weekly SPI and CPI tracking on every project. If SPI <1 in any week, PM must present mitigation plan
- Access to additional resources through proven subcontractors

14. Schedule
The detailed schedule in the .xlsx format is delivered to the County. Schedule will be provided upon execution of the Agreement.

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SANBORN OBLIQUE IMAGERY END-USER LICENSE AGREEMENT

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IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS END-USER LICENSE AGREEMENT, DO NOT PROCEED WITH DOWNLOAD OR INSTALLATION OF THE SANBORN DATA.
UNLICENSED USE OF THE SANBORN DATA IS A VIOLATION OF LAW, INCLUDING WITHOUT LIMITATION, THE U.S. AND INTERNATIONAL COPYRIGHT LAWS.
IF YOU AGREE TO THE TERMS OF THIS AGREEMENT, PLEASE DOWNLOAD AND INSTALL THE SANBORN DATA AND YOU WILL BE GRANTED A LICENSE TO USE THE SANBORN DATA AS SET FORTH BELOW.
The Sanborn Map Company, Inc. ("Sanborn") grants a non-exclusive, non-transferable, royalty-free, perpetual license (the "License") to you to install, download, use, copy, transmit, share, distribute and post via the world wide web Sanborn Oblique Imagery, including any services, documentation, data and information you receive in connection therewith (the "Data") on the express condition that you agree to the terms and conditions of the license as set forth herein (the "Agreement"):

1. License Granted

(a) The License granted by this Agreement provides for the following use: Permits access to, or delivery or transmission of the Data to or from your computer system to install, download, use, copy, transmit, share, or distribute the Data and post the Data via the world wide web on a per user license arrangement for individual users, and/or permits access to, or delivery or transmission of the Data to or from your local area network to install, download, use, copy, transmit, share, or distribute the Data and post the Data via the world wide web for an unlimited number of users for agency/organization users, at and/or from the address set forth on your order form.
(b) This Agreement is subject to Sanborn's agreements with its data suppliers, as may be imposed or modified from time to time. Any data available to you under this Agreement that is provided to Sanborn by third party data suppliers is expressly conditioned on Sanborn's agreements with such data suppliers. Sanborn shall cease delivery of such data to you upon termination of the license granted by such data suppliers to Sanborn to distribute such data, and upon written notice to you; such notice to be sent as soon as practicable.

2. No Warranties

DISCLAIMER. SANBORN OFFERS A LIMITED, 90 DAY WARRANTY THAT ALL DATA PURCHASED IS COMPLETE AS PER YOUR ONLINE ORDER FULFILLMENT CONFIRMATION AND SUBSTANTIALLY CONFORMS TO THE PUBLISHED DATA SPECIFICATIONS. SANBORN MAKES NO WARRANTIES AS TO THE DATA, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE. IN NO EVENT SHALL SANBORN BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF DATA OR LOSS OF USE DAMAGES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE MANUFACTURE, SALE OR SUPPLY OF THE DATA WHETHER OR NOT SANBORN HAS BEEN ADVISED OF OR OTHERWISE MIGHT HAVE ANTICIPATED THE POSSIBILITY OF SUCH DAMAGES.

3. Limitation on Liability

(a) IN NO EVENT WILL EITHER PARTY 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 DATA, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE), EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL EITHER PARTY'S TOTAL LIABILITY TO THE OTHER 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 DATA EXCEED THE AMOUNT OF FEES PAID BY YOU TO SANBORN FOR THE DATA. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THIS SECTION SHALL NOT APPLY TO (1) WILLFUL MISCONDUCT, GROSS NEGLIGENCE OR FRAUD, (2) INDEMNITY OBLIGATIONS BETWEEN THE PARTIES, AND (3) PRIVACY OR SECURITY BREACHES.
(b) Neither party shall be liable for any delay by reason of circumstances beyond its control, including acts of civil or military authority, national emergencies, labor difficulties, fire, mechanical breakdown, flood or catastrophe, acts of God, insurrection, war, riots, or failure beyond its control of transportation or power supply.

4. Proprietary Information

You acknowledge that the data and information contained in the Data constitute proprietary information of Sanborn or its suppliers (collectively "Proprietary Information"). Subject to the California Public Records Act, you shall treat Proprietary Information as proprietary and shall not divulge, nor permit any of your employees or agents to divulge, any Proprietary Information to any person or entity, except as expressly permitted under this Agreement.

5. Copyright

(a) Sanborn contends that the Data are a copyright of Sanborn and you agree that you will insure that all copies of the Data, as well as any derivative works, will contain appropriate copyright notices and that all notices, reproductions or advertisements of any kind will also credit Sanborn as the source of the data.
(b) All Data and advertising must, minimally, be accompanied by the following copyright and credit statements: © *The Sanborn Map Company, Inc. (insert year). All Rights Reserved.*

6. Limitations on Use of Data

(a) You agree to obtain access to or receive deliveries of the Data solely from Sanborn and/or its authorized distributors or resellers.
(b) You agree to use the Data, the information and data contained in the Data, or any portion thereof (also, the "Data") solely for: either your internal use (including provision of services to the public) and benefit, or your transfer or disposition to, for internal use by or for the benefit of, any other person or
entity as expressly permitted under this Agreement; and, not for any resale or commercial use by you or   any other person or entity.
(c) You shall not use the Data for any unlawful purpose.
(d) You are specifically prohibited from charging, or requesting donations, for any copies of or derivative works of the Data, however made, and from charging, or requesting donations, for any copies of or derivative works of the Data, however made, which are incorporated into and/or combined or bundled with other data or products of any kind, commercial or otherwise.
(e) You may disseminate reports and analyses that contain "insubstantial" portions of the Data by either hard copy or view only access; provided that such dissemination is for human cognition only and not for manipulation in machine readable form ("Hard Copy Redistribution"). "Insubstantial" means those portions of Data which in the aggregate do not form a significant part of the Data from which they were derived, combined or revised. You may make an unlimited number of print and internet display copies of the Data for use by any other person or entity as expressly permitted under this Agreement, provided that: (1) all copies include the copyright notice prominently displayed in or adjacent to the Data; (2) you may not sell any copies made for such purposes; (3) with the exception provided by (4) below, you will prohibit and prevent this data from being downloaded or screen captured by such other persons or entities; and (4) you may display Data on the Internet in JPEG format that is non-geo-referenced and degraded from its original form.
(f) You may post the Data or derivative works at full resolution on the world wide web under the following conditions: The Data and derivative works may be posted at full resolution for non- commercial purpose in a nondownloadable,

non-distributable fashion and in a manner that does not allow a third party to extract or access the Data as a standalone file.

(g) If you transmit, share, or distribute the Data or post the Data via the world wide web to any person or entity as expressly permitted under this Agreement; you shall ensure that such persons or entities receive and/or have access to such Data expressly pursuant and subject to all terms, conditions, and limitations contained in, and terms, conditions and limitations no less restrictive than those contained in, this Agreement.

(h) For the avoidance of doubt, and subject to Section 6(g), the foregoing authorizes You to transfer the Data to the Partners and their subcontractors.

7. Intellectual Property

Sanborn retains and will hold all ownership rights in all intellectual property embodied in the Data including without limitation all trademarks, trade names, copyrights, service marks, source code, object code, documentation or data contained in the Data, the Data itself or any derivative works or modifications of any kind thereto. Nothing contained herein shall be deemed a transfer by Sanborn of any rights therein, nor a right to customize, manage or otherwise manipulate the Data.

8. Termination

Upon failure of a party to comply with any material provision of this Agreement, the other party may terminate this Agreement on thirty (30) days written notice thereof if such material breach is not cured within such thirty-day period. Sanborn may terminate this Agreement for any reason upon thirty (30) days written notice to you. Upon the termination or expiration of this Agreement, you will immediately return or destroy all the Data.

9. Taxes & Other Charges

You shall be responsible for paying any applicable sales, use, or excise tax imposed on the license granted hereunder.

10. General

(a) You acknowledge that the download and/or installation of the Data on a computer system constitutes acceptance of this Agreement in its entirety.

(b) This Agreement constitutes the entire understanding of the parties with respect to the Data and supersedes all prior or collateral agreements or understandings. No waiver or modification shall be valid or binding unless in writing and signed by the party to be charged thereby. You acknowledge that you have not relied on any representation by Sanborn or its employees or agents other than those incorporated herein, and further you have had the time and opportunity to obtain the advice of legal counsel concerning the terms and conditions hereof.

(c) This Agreement shall be governed by, and construed in accordance with, the laws of the State of California without giving effect to any choice of law or conflict of law provision that would cause the application of the laws of any other jurisdiction other than the State of California. Each of the parties agrees that any dispute relating to or arising from this Agreement or the transactions contemplated hereby shall be resolved only in the United States District Court, Northern District of California, San Jose Division and the appellate courts having jurisdiction of appeals from such courts. Each of the parties hereby irrevocably and unconditionally (i) submits for itself and its property in any legal action relating to this Agreement or the transactions contemplated hereby, or for recognition and enforcement of any judgment in respect thereof, to the exclusive jurisdiction of federal courts in San Jose, California and appellate courts having jurisdiction of appeals from any of the foregoing, and each of the parties hereto irrevocably and unconditionally agrees that all claims in respect of any such legal action shall be heard and determined in such courts; and (ii) consents that any such legal action may and shall be brought in such courts and waives any objection that it may now or hereafter have to the venue or jurisdiction of any such legal action in any such court or that such legal action was brought in an inconvenient court and agrees not to plead or claim the same.

(d) Neither party may assign this Agreement by operation of law, novation or change of ownership without the other party's expressed written consent.

(e) Wherever possible the provisions of this Agreement shall be interpreted in a manner to be effective and valid

under applicable law, but if prohibited or invalid, such provision shall only be ineffective to the extent required by law, without invalidating (to the extent possible) the intent of or remainder of such provision or other provisions.

(f) Notices required under this Agreement, if to you, shall be sent to the address you provide to Sanborn, and if to Sanborn, shall be sent to The Sanborn Map Company, Inc., 1935 Jamboree Drive, Suite 100, Colorado Springs, CO 80920, Attention: Amy Kappel.

(g) The provisions of this Agreement shall survive any termination or expiration of this Agreement.

(h) The parties expressly exclude from this Agreement the applications of the United Nations Convention on Contracts for the International Sale of Goods, and further exclude from this Agreement the applications of the International Sale of Goods Contracts Convention Act, S.C. 1990- 1991, c. 13, and the International Sale of Goods Act, R.S.O. 1990, C.I.10, as amended.

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Board of Supervisors: Sylvia Arenas, Cindy Chavez, Otto Lee, Susan Ellenberg and S. Joseph Simitian
County Executive: James R. Williams

<u>**EXHIBIT F-1**</u>

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(b) This Agreement is subject to Sanborn's agreements with its data suppliers, as may be imposed or modified from time to time. Any data available to you under this Agreement that is provided to Sanborn by third party data suppliers is expressly conditioned on Sanborn's agreements with such data suppliers. Sanborn shall cease delivery of such data to you upon termination of the license granted by such data suppliers to Sanborn to distribute such data, and upon written notice to you; such notice to be sent as soon as practicable.

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Page **30** of **33**

HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL EITHER PARTY'S TOTAL LIABILITY TO THE OTHER 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 PRODUCTS EXCEED THE AMOUNT OF FEES PAID BY YOU TO SANBORN FOR THE PRODUCTS. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THIS SECTION SHALL NOT APPLY TO (1) WILLFUL MISCONDUCT, GROSS NEGLIGENCE OR FRAUD, (2) INDEMNITY OBLIGATIONS BETWEEN THE PARTIES, AND (3) PRIVACY OR SECURITY BREACHES.

(b) Neither party shall be liable for any delay by reason of circumstances beyond its control, including acts of civil or military authority, national emergencies, labor difficulties, fire, mechanical breakdown, flood or catastrophe, acts of God, insurrection, war, riots, or failure beyond its control of transportation or power supply.

4. Proprietary Information

You acknowledge that the data and information contained in the Products constitute trade secret or proprietary information of Sanborn or its suppliers (collectively "Proprietary Information"). Subject to the California Public Records Act, you shall treat Proprietary Information as proprietary and shall not divulge, nor permit any of your employees or agents to divulge, any Proprietary Information to any person or entity, except as expressly permitted under this Agreement.

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(b) All Products and advertising must, minimally, be accompanied by the following copyright and credit statements: © *The Sanborn Map Company, Inc. (insert year). All Rights Reserved.*

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(a) You agree to obtain access to or receive deliveries of the Products solely from Sanborn and/or its authorized distributors or resellers.

(b) You agree to use the Products solely for your internal use (including provision of services to the public) and benefit as expressly described in Section 1(a) above, and not for resale or other transfer or disposition to, or use by or for the benefit of, any other person or entity, except as follows: Use of the Products is limited to use by you, temporarily on another computer system while your computer is inoperative, or on a replacement computer system upon advance written consent by Sanborn. The information and data contained in the Products, or any portion thereof (also, the "Products"), may not be transferred to or used on any other computer system except for as provided above.

(c) You may disseminate reports and analyses that contain "insubstantial" portions of the Products by either hard copy or view only access; provided that such dissemination is for human cognition only and not for manipulation in machine readable form ("Hard Copy Redistribution"). "Insubstantial" means those portions of Products which in the aggregate do not form a significant part of the Products from which they were derived, combined or revised. You may make an unlimited number of print and internet display copies of the Products for use by any other person or entity as expressly permitted under this Agreement, provided that: (1) all copies include the copyright notice prominently displayed in or adjacent to the Products; (2) you may not sell any copies made for such purposes;

(3) with the exception provided by (4) below, you will prohibit and prevent this data from being downloaded or screen captured by such other persons or entities; and (4) you may display Products on the Internet in JPEG format that is non-geo-referenced and degraded from its original form. Other than Hard Copy Redistribution, no other redistribution of the Products is permitted.

(d) You shall not use the Products for any unlawful purpose.

(e) You are specifically prohibited from charging, or requesting donations, for the Products or any copies of the

Products, however made, and from charging, or requesting donations, for the Products or any copies of the Products, however made, which are combined or bundled with other data or products of any kind, commercial or otherwise.

(f) You are specifically prohibited from the reverse engineering of any kind of, or the creation of derived applications or data of any kind from, the Products and/or the information and data contained in the Products, or any portion thereof (also, the "Products")

(g) You are specifically prohibited from transmitting, sharing, or distributing the Sanborn Oblique Analyst® Software including Browser-Based Oblique Image Viewer and ArcGIS Oblique Extension and any documentation you receive in connection therewith or posting the Sanborn Oblique Analyst® Software including Browser-Based Oblique Image Viewer and ArcGIS Oblique Extension and any documentation you receive in connection therewith via the world wide web to any person or entity except as expressly permitted under this Agreement.

(h) For the avoidance of doubt, and subject to Section 6(g), the foregoing authorizes use of the Products by the Partners identified in the Agreement and their subcontractors."

7. Intellectual Property

Sanborn retains and will hold all ownership rights in all intellectual property embodied in the Products including without limitation all trademarks, trade names, copyrights, service marks, source code, object code, documentation or data contained in the Products, the Products themselves or any modifications of any kind thereto. Sanborn's ownership in the Products, as set forth herein, shall also apply to any derivative works of any kind thereto which are created in violation of this Agreement.

Nothing contained herein shall be deemed a transfer by Sanborn of any rights therein, nor a right to customize, manage or otherwise manipulate the Products.

8. Termination

Upon failure of a party to comply with any material provision of this Agreement, the other party may terminate this Agreement on thirty (30) days written notice thereof if such material breach is not cured within such thirty-day period. Sanborn may terminate this Agreement for any reason upon thirty (30) days written notice to you. Upon the termination or expiration of this Agreement, you will immediately return or destroy all the Products.

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10. General

(a) You acknowledge that the download and/or installation of the Products on a computer system constitutes acceptance of this Agreement in its entirety.

(b) This Agreement constitutes the entire understanding of the parties with respect to the Products and supersedes all prior or collateral agreements or understandings. No waiver or modification shall be valid or binding unless in writing and signed by the party to be charged thereby. You acknowledge that you have not relied on any representation by Sanborn or its employees or agents other than those incorporated herein, and further you have had the time and opportunity to obtain the advice of legal counsel concerning the terms and conditions hereof.

(c) Choice of Law and Venue intentionally left blank.

(d) Neither party may assign this Agreement, or its rights or obligations contained herein, by operation of law, novation, change of ownership or otherwise without the other party's expressed written consent.

(e) Wherever possible the provisions of this Agreement shall be interpreted in a manner to be effective and valid under applicable law, but if prohibited or invalid, such provision shall only be ineffective to the extent required by law,

without invalidating (to the extent possible) the intent of or remainder of such provision or other provisions.

(f) Notices required under this Agreement, if to you, shall be sent to the address you provide to Sanborn, and if to Sanborn, shall be sent to The Sanborn Map Company, Inc., 1935 Jamboree Drive, Suite 100, Colorado Springs, CO 80920, Attention: Amy Kappel.

(g) The provisions of this Agreement shall survive any termination or expiration of this Agreement.

(h) The parties expressly exclude from this Agreement the applications of the United Nations Convention on Contracts for the International Sale of Goods, and further exclude from this Agreement the applications of the International Sale of Goods Contracts Convention Act, S.C. 1990- 1991, c. 13, and the International Sale of Goods Act, R.S.O. 1990, C.I.10, as amended.

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