

**AMENDMENT TO AGREEMENT DATED 3/31/14 BETWEEN  
PICTOMETRY INTERNATIONAL CORP. ("Pictometry")  
AND  
ADAMS COUNTY, CO ("Customer")**

1. This Amendment, including all Sections and Appendices referenced herein (collectively, this "Amendment") is entered into by and between Pictometry and Customer and supplements and modifies the terms of the Agreement dated 3/31/14 as, to the extent applicable, previously modified by addenda or amendments thereto (collectively, the "Agreement"). Any purchase order or similar document issued by Customer in connection with this Amendment is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on such purchase order shall be of no force or effect as between the parties. To the extent that there is any inconsistency between the terms set forth in this Amendment and those set forth in the Agreement, the terms set forth in this Amendment shall prevail.

Section A: Product Descriptions, Prices and Payment Terms

2. MODIFICATIONS TO AGREEMENT:

- a) The SECOND and THIRD PROJECT's Licensed Products, Product Parameters and Payment Terms set forth in Section A of the Agreement are deleted in their entirety and replaced with the Section A attached to this Amendment.
- b) The map attached to this Amendment shall be added to the Agreement.

All other terms and conditions set forth in the Agreement shall remain the same.

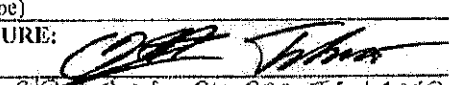

3. All notices under this Amendment shall be in writing and shall be sent to the following respective addresses:

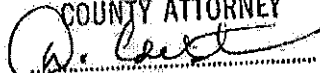
CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
4430 South Adams County Parkway, Suite C3207	100 Town Centre Drive, Suite A
Brighton, Colorado 80601	Rochester, NY 14623
Attn: Greg Baca, GIS Coordinator	Attn: Contract Administration
Phone: (720) 523-6144 Fax:	Phone: (585) 486-0093 Fax: (585) 486-0098

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.

This Amendment shall become effective only upon execution by duly authorized officers of Customer and Pictometry, respectively, and receipt by Pictometry of such fully executed document.

**PARTIES:**

CUSTOMER	PICTOMETRY
ADAMS COUNTY, CO	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware corporation
SIGNATURE: 	SIGNATURE: 
NAME: Charles "Chaz" T. Davis	NAME: Linda Galpini
TITLE: Chairman	TITLE: Sr VP of Finance
DATE: 12-08-15	EXECUTION DATE: 12/9/15
	DATE OF RECEIPT (EFFECTIVE DATE) 12/9/15

APPROVED AS TO FORM  
COUNTY ATTORNEY  


## SECTION A

## PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.  
100 Town Centre Drive, Suite A  
Rochester, NY 14623

ORDER #

C136827

BILL TO
Adams County, CO
Greg Baca
GIS Coordinator
4430 South Adams County Parkway, Suite C3207
Brighton, Colorado 80601
(720) 523-6144
gbaca@adcogov.org

SHIP TO
Adams County, CO
Greg Baca
GIS Coordinator
4430 South Adams County Parkway, Suite C3207
Brighton, Colorado 80601
(720) 523-6144
gbaca@adcogov.org

CUSTOMER ID	SALES REP	FREQUENCY OF PROJECT
A119157	jbrown	Biennial

SECOND PROJECT					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
364	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel.	\$450.00	\$405.00 (10%)	\$147,420.00
1233	IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector	Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel.	\$75.00	\$67.50 (10%)	\$83,227.50
155120	ChangeFindr - Change Detection with Client's Electronic Parcel Files	Building Outline data from this order OR from an approved Data Source will be updated and categorized against the Imagery Data Source indicated in the Product Parameters. For Pictometry imagery - the best GSD Ortho Mosaic Tiles that were purchased by the client with the associated Data Source indicated within the Product Parameters will be used for processing by default. AccuPLUS tiles will be used by default if purchased with the associated Data Source indicated within the Product Parameters. An updated Building Outline delivery will be provided in polygon shapefile and .gdb format. Note that shifting or redrawing existing building vector data (i.e. not created per this Order) to fit the latest imagery is not a part of the Change Detection service. The final parcel count for this order will be based on the total record count of the final parcel file provided by client at the time the project is initiated. The client will be invoiced for any additional costs based on the final number of parcels, including any changes in tiered pricing as a result of a change in volume, at the time of shipment of the deliverable.	\$0.30		\$46,536.00
1233	Tiles - Standard (9in GSD; GeoTIFF format) Per Sector	Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in GeoTIFF Format. Tiles are provided "as is" Refer to Product Parameters for additional details.	\$10.00	\$5.00 (50%)	\$6,165.00
1	Pictometry Connect - CA - 100	Pictometry Connect - CA - 100 (Custom Access) provides up to 100 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)	\$6,000.00	\$4,500.00 (25%)	\$4,500.00
364	Tiles - Standard (4in GSD; GeoTIFF format) Per Sector	Available with corresponding 3" GSD or 4" GSD imagery purchase. 4-inch GSD Mosaic Tiles in GeoTIFF Format.	\$20.00	\$10.00	\$3,640.00

		Tiles are provided "as is." Refer to Product Parameters for additional details.		(50%)	
364	Mosaic - Area Wide (4in GSD; ECW format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to ECW of individual tiles of 4-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$2.00	\$1.00	\$364.00
1233	Mosaic - Area Wide (9in GSD; ECW format; individual) Per Sector	Available with purchase of corresponding tile product. New processing and re-processing to ECW of individual tiles of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$0.50	\$0.25	\$308.25
1	Media Drive Capacity 931G - Drive Model IT - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.	\$199.00		\$199.00
1	EAP PROGRAM	Refer to detailed description of EAP Program in attached Agreement.	\$0.00		\$0.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	\$0.00		\$0.00
1	Oblique Imagery Bundle with Two (2) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00		\$0.00
<b>SUBTOTAL - SECOND PROJECT</b>					<b>\$292,359.75</b>

<b>THIRD PROJECT</b>					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
364	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/- 10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel.	\$450.00	\$405.00 (10%)	\$147,420.00
1233	IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector	Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/- 10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel.	\$75.00	\$67.50 (10%)	\$83,227.50
155120	ChangeFindr - Change Detection with Client's Electronic Parcel Files	Building Outline data from this order OR from an approved Data Source will be updated and categorized against the Imagery Data Source indicated in the Product Parameters. For Pictometry imagery - the best GSD Ortho Mosaic Tiles that were purchased by the client with the associated Data Source indicated within the Product Parameters will be used for processing by default. AccuPLUS tiles will be used by default if purchased with the associated Data Source indicated within the Product Parameters. An updated Building Outline delivery will be provided in polygon shapefile and .gdb format. Note that shifting or redrawing existing building vector data (i.e. not created per this Order) to fit the latest imagery is not a part of the Change Detection service. The final parcel count for this order will be based on the total record count of the final parcel file provided by client at the time the project is initiated. The client will be invoiced for any additional costs based on the final number of parcels, including any changes in tiered pricing as a result of a change in volume, at the time of shipment of the deliverable.	\$0.30		\$46,536.00
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		deployment is through web-based Pictometry Connect. Term commences on date of activation. License Term: 2 Year(s)			
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1233	Mosaic - Area Wide (9in GSD; ECW format; individual) Per Sector	Available with purchase of corresponding tile product. New processing and re-processing to ECW of individual tiles of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$0.50	\$0.25 (50%)	\$308.25
1	Media Drive Capacity 931G - Drive Model IT - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.	\$199.00		\$199.00
1	EAP PROGRAM	Refer to detailed description of EAP Program in attached Agreement.	\$0.00		\$0.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	\$0.00		\$0.00
1	Oblique Imagery Bundle with Two (2) Years of EPS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00		\$0.00
SUBTOTAL - THIRD PROJECT					\$292,359.75

Thank you for choosing Pictometry as your service provider.	<b>TOTAL</b>	\$584,719.50
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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 amount due under this Agreement including, but not limited to, attorneys' fees and court costs.

### SECOND PROJECT

Due at Initial Shipment of Imagery	\$121,097.50
Due at First Anniversary of Shipment of Imagery	\$120,226.25
Due at Shipment of ChangeFinder	\$46,536.00
Due at Activation of Online Services	\$4,500.00
<b>Total Payments</b>	<b>\$292,359.75</b>

### THIRD PROJECT

Due at Initial Shipment of Imagery	\$121,097.50
Due at First Anniversary of Shipment of Imagery	\$120,226.25
Due at Shipment of ChangeFinder	\$46,536.00
Due at Activation of Online Services	\$4,500.00
<b>Total Payments</b>	<b>\$292,359.75</b>

### CONNECT - THIRD PROJECT

**Product:** Pictometry Connect - CA - 100  
**Admin User:** Greg Baca  
**Admin User Email:** gbaca@adco.gov.org  
**Requested Activation:** upon imagery delivery  
**Special Instructions:**

### CONNECT: GEOFENCES - SECOND PROJECT

**Geofence:** CO Adams  
**Geofence:** CO Weld  
**Geofence:** CO Denver  
**Geofence:** CO Jefferson  
**Geofence:** CO Broomfield  
**Geofence:** CO Arapahoe  
**Geofence:** CO Boulder

### CONNECT: GEOFENCES - THIRD PROJECT

**Geofence:** CO Boulder  
**Geofence:** CO Jefferson  
**Geofence:** CO Broomfield  
**Geofence:** CO Denver  
**Geofence:** CO Adams  
**Geofence:** CO Arapahoe  
**Geofence:** CO Weld

### Economic Alliance Partnership (EAP)

Customer is eligible for the EAP program described below for a period of two years from the Effective Date. Following payment to Pictometry of amounts due with respect to each subsequent capture, Customer will be eligible for the then-current EAP program for a period of two years from delivery of such subsequent capture.

- A. **Disaster Coverage Imagery at No Additional Charge** -- Pictometry will, upon request of Customer and at no additional charge, provide updated imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for the EAP program:
- **Hurricane:** areas affected by hurricanes of Category II and higher. (Coverage for hurricanes below Category II and for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
  - **Tornado:** areas affected by tornados rated EF4 and higher. (Coverage for tornados below EF4 and for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
  - **Terrorist:** areas affected by damage from terrorist attack. (Coverage for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
  - **Earthquake:** areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale. (Coverage for earthquakes rated below 6.0 on the Richter scale and for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
  - **Tsunami:** areas affected by damage to critical infrastructure resulting from tsunamis. (Coverage for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
- B. **Software - Use of Pictometry Change Analysis™** -- Pictometry's EAP program includes the use of Change Analysis software for a term of ninety days from the date of delivery of the EAP imagery. The Change Analysis software simultaneously compares pre and post disaster images to aid recovery and restoration efforts.

## SECTOR MAP

Community Sectors: 1233

Neighborhood Sectors: 364

