



**INNOVATION & TECHNOLOGY
DEPARTMENT**

DIRECTOR
R. Alejandro Estrada

GIS Project Manager
Ramiro R. Ramos

August 23, 2024

TO: Alejandro Estrada, Director of Innovation & Technology
FROM: GIS Project Manager, Department of Innovation & Technology
RE: Executive Summary Geospatial Technologies

Mr. Estrada,

In 2023, the City of Imperial made the strategic decision to invest in implementing a Geographic Information System (GIS) to empower city staff and leaders to make data-driven and informed decisions. This decision marked a significant step toward developing the city's smart city capabilities. As the City's GIS Project Manager, I have assessed our GIS data and capabilities and determined that we are ready to initiate the implementation of specific geospatial technologies to support the continued growth and maturity of the GIS Division.

To fully leverage GIS, the city should implement an enterprise-wide GIS system with a centralized database serving as the master record for the city's geospatial data. In addition, to support anticipated field operations and planning efforts, the city should subscribe to a cloud based high resolution aerial imagery provider. In the attached staff report, we are requesting the following from the City Council:

1. Approve and authorize the City Manager to execute the Small Enterprise Agreement County and Municipality Government (SEACMG) Agreement (software maintenance and licensing support) with Environmental Systems Research Institute Inc. (Esri) for a total amount not to exceed \$87,900.00 (\$29,300.00 annually for three years) for the period of September 2024, to September 2027.
2. Approve and authorize the City Manager to execute a Professional Services Agreement with Environmental Systems Research Institute Inc. (Esri) for a total amount not to exceed \$17,500.00 for ArcGIS Enterprise Implementation (ArcGIS Enterprise Jump Start).
3. Approve and authorize the City Manager to execute the Nearmap Products Agreement with Nearmap US, Inc. for a total amount not to exceed \$11,000.00 for a 12-month term,

providing subscription access to high-resolution aerial imagery, oblique imagery, public display licensing, and offline vertical imagery.

The Small Government Enterprise Agreement (SGEA), also known as the Small Enterprise Agreement for County and Municipality Government (SEACMG), enables the city to implement ArcGIS Enterprise. This includes access to ArcGIS Server, Portal, Data Store, and Web Adaptor, as well as unlimited licensing to specific core software to support the expansion of multiple environments for hosting geospatial data layers. These layers can be accessed across the organization from a centralized, secure database.

Centralizing the database minimizes the risks of data duplication, loss, and corruption, ensuring that GIS serves as the master record for the city's spatial assets. The SGEA also provides access to a wide array of configurable tools that offer insights into the city's spatial and non-spatial data through interactive GIS maps, applications, dashboards, and mobile apps.

Additionally, the SGEA grants access to ArcGIS Pro, a powerful desktop application for complex spatial analysis, data layer publishing, and map creation. It includes Server Manager for hosting published data layers, Portal for content and user management, Web Adaptor for managing web traffic, dashboards, an open data hub, and multiple configurable mobile GIS applications.

The ArcGIS Enterprise Jump Start will support the implementation of ArcGIS Enterprise. An Esri consultant will work with the GIS Project Manager, CIO, and Cyber Security Administrator to ensure best practices are followed during implementation and setup. Single sign-on for ArcGIS Portal can be enabled during the Jump Start, and system documentation and support will be provided throughout the implementation.

Nearmap is a cloud-based geospatial information service that provides high-resolution vertical imagery, orthographic imagery, and an oblique imagery viewer. Nearmap updates its aerial imagery at least once per year, providing sub-3" resolution that ensures clear visibility and aids in the accuracy of asset identification. The oblique imagery viewer allows building inspectors to measure the heights and widths of buildings and structures. Offline imagery will enable us to leverage machine learning AI tools for asset identification, potentially offering significant cost savings in labor hours and reducing the need for traffic control procedures that would otherwise be required if performed manually. Nearmap also has plug and play integration with Tyler Technologies, and at least one of the asset/work order management systems we are currently exploring.

The implementation of these geospatial technologies will involve both one-time and recurring annual costs. *Table 1* identifies cost over three fiscal years.

Item	FY 24/25	FY 25/26	FY 26/27	Comment
SGEA	\$29,300	\$29,300	\$29,300	Price locked for 3 years
ArcGIS Enterprise Jumpstart	\$17,500	n/a	n/a	One time implementation cost
Nearmap	\$11,000	\$11,550	\$12,128	Potential 5-10% increase annually
Totals	\$57,800	\$40,850	\$41,428	28% cost reduction after initial year by end of year three

Table 1

Implementing the geospatial technologies outlined above will enhance city operations, ensure data reliability, and empower leadership to make data-driven decisions. Furthermore, these technologies will improve transparency and provide the public with insights into city services, assets, capital improvement projects, and major developments, thereby expanding the City of Imperial's smart city capabilities.

I have attached product brochures provided by Esri and Nearmap for more information.

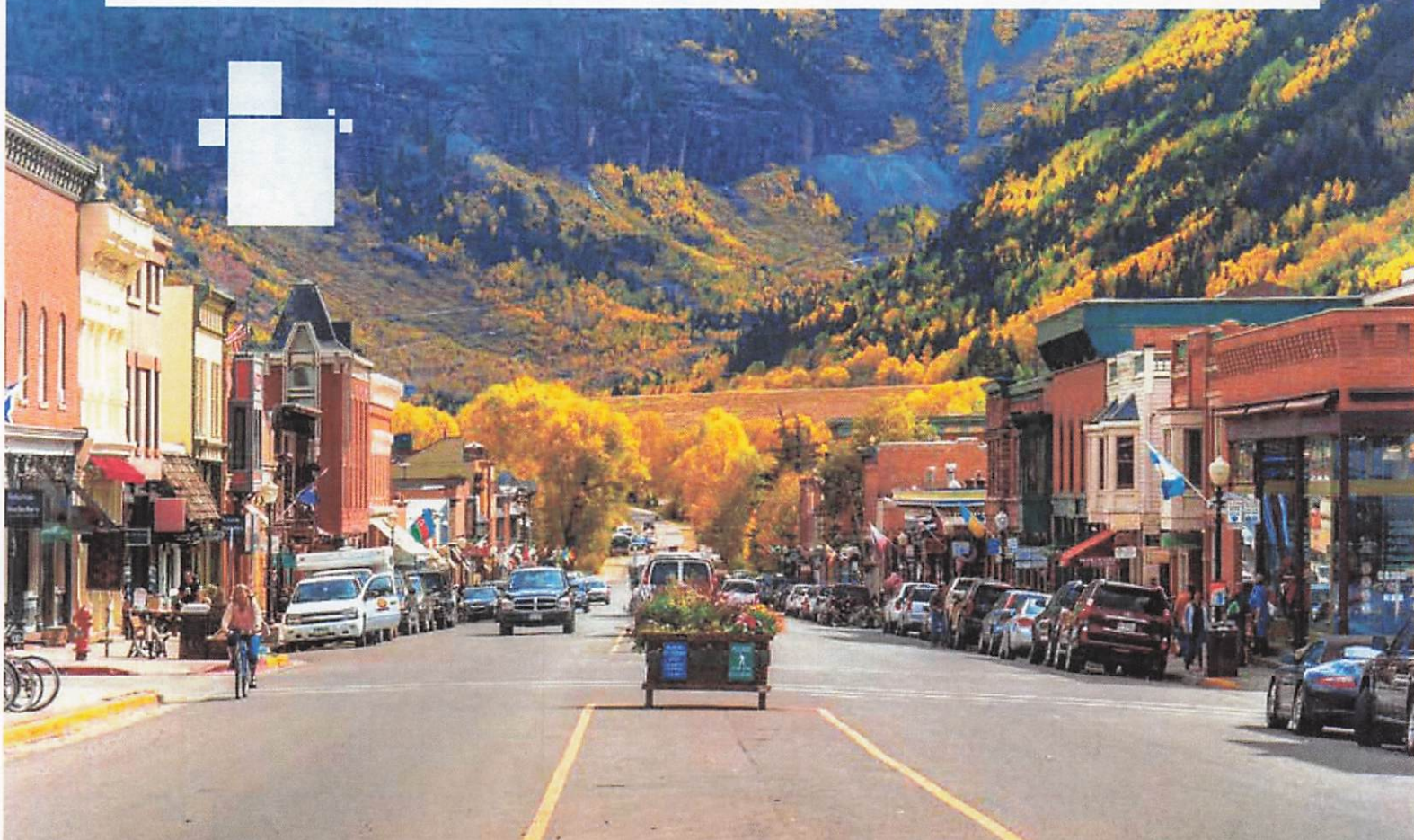
Sincerely,

Ramiro R. Ramos
 GIS Project Manager
 Department of Innovation & Technology



THE FAST TRACK TO BUILDING SMART COMMUNITIES

**BENEFITING FROM THE SMALL MUNICIPAL AND COUNTY
GOVERNMENT ENTERPRISE AGREEMENT**



GIS: A Foundation for Building Smart Communities

A Better Way to Build a GIS Strategy

Governments clearly understand the benefits of implementing a geographic information system (GIS) for use across multiple disciplines. However, developing an implementation strategy that fits everyone's schedule, software requirements, and training needs can be time-consuming and take considerable coordination and budgeting. A method to streamline the adoption of GIS would ensure that staff get the technology and support when they need it most.

Breaking Down Barriers

Esri has created the program needed by every organization looking to benefit from making data, training, and tools available across multiple departments: the Small Municipal and County Government Enterprise Agreement (SMCGEA). This program is tailored to governments serving **populations of up to 250,000 people** and is perfect for governments looking for a more agile and streamlined GIS procurement process. The only thing needed to move forward is the vision to implement the best solutions for your organization. The time has never been better to look at Esri.



Cambridge is using GIS for several environmental projects. In this example a LIDAR dataset was used to create an urban tree canopy and several urban factors used to assign values for expanding the number of trees to be planted.



The city created a 3D model to be able to better visualize development in areas of rapid growth. 3D gives planners and the public a different perspective on the changing urban environment.

City of Cambridge, MA
Population approximately: 107,200

The Possibilities Are Endless

Core Software, and COTS Solutions

Today's government agencies are called on to develop smart communities and to be organizations that are open, accountable, innovative, and responsive. Esri's ArcGIS® solutions make all of that possible and more. Hundreds of governments look to the Small Municipal and County Government Enterprise Agreement program to get GIS technology that supports their thriving organizations. Ready-to-use application templates make it easy to create maps for citizens' use—in days, not months. Executive dashboards give elected officials a clear view into operations and progress toward goals. An enterprise agreement (EA) provides all the GIS resources governments require to rapidly accomplish goals and develop smart communities.



The SMCGEA program includes the following:

Choose from 200+ complimentary applications that help improve government services and enhance citizen engagement.

Core Software

Get access to the technology that will serve as the foundation for your organization's GIS strategy. Manage data, run complex analyses, and share your findings in **ArcGIS for Desktop** and **ArcGIS Pro**. Give everyone in your organization access to the maps and tools they need with **ArcGIS for Server**. Model your community in 3D to create a realistic context for proposed scenarios or projects with **Esri CityEngine®**. These fundamental tools and more will give your organization the foundation for smarter, more data-driven decision making.

ArcGIS for Local Government Solutions

Jump-start your smart community with the complimentary **ArcGIS for Local Government** solutions. From posting election results to mapping parks and from reporting code violations to delivering public notifications, this set of more than 200 customizable templates helps you serve the needs of your entire organization.

Web GIS

Included in the program is access to Esri's collaborative, cloud-based system, **ArcGIS™ Online**. This platform provides a place to manage maps, apps, data, and other types of geographic information and easily share that work with colleagues. With access to the following free applications that run on ArcGIS Online, the benefits of an EA keep getting better and better.

- With **ArcGIS Open Data**, you can share data, reports, and information products across departments, with the public, and with stakeholders.
- **Collector for ArcGIS** allows data collection and management in the field, with or without an Internet connection.
- Leveraging **Esri Story Map** apps increases public awareness and information sharing.
- **Survey123 for ArcGIS** turns simple forms into powerful crowdsourcing surveys for data gathering.

Esri Provides Ongoing Support

In addition to core ArcGIS software, EAs include partnership opportunities, developer support, and dedicated technical assistance. Organizations with EAs have access to the following:

Training

Take advantage of in-person instructor-led training and free Esri Virtual Campus classes as well as discounts on additional training. Esri specialists can partner with organizations to determine the best options to equip staff with the knowledge and skills they need. Organizations also receive complimentary registration for the Esri User Conference, where staff can attend technical training sessions and industry-focused presentations.

Esri Developer Network

To support in-house development of applications and prototypes, EA holders get a subscription to the Esri Developer Network (EDN™). This service provides advanced technical support, training, and resources including access to new developer tools and invitations to try out beta releases. EDN subscribers also receive complimentary passes to the Esri Developer Summit and extensive technical support for developers.

ArcGIS for Developers

Developers have access to APIs, software developer kits (SDK), ready-to-use content, and self-hosted solutions that add location information to apps. Offerings include direction and routing services, geocoding, spatial analysis, and GeoEnrichment™.

With an enterprise agreement, you can

- Deploy unlimited core Esri products on demand.
- Lower costs for ArcGIS software and maintenance.
- Reduce GIS administrative and procurement costs.
- Improve operational efficiency with the pervasive use of GIS.
- Always be sure you have the latest release and updates of core software.



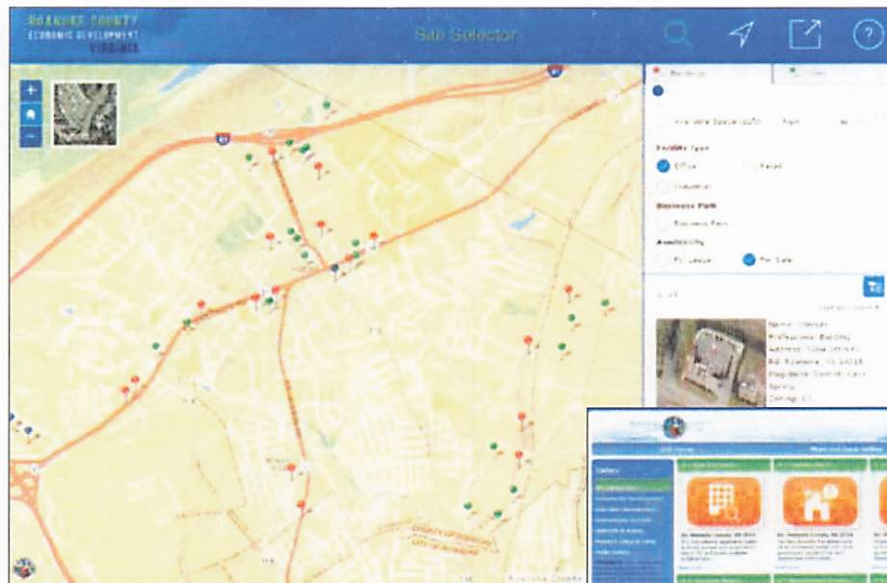
The Latest Technology Is Affordable

Don't Let Budget Constraints Stand in the Way of Using the Latest GIS Technology

It's important to have all the resources and tools your organization needs—these make it easier to get work done and provide better service. GIS helps enable your organization, build strong analysis, improve field mobility, create tools for executive oversight, and provide for citizen engagement. Putting issues in a geographic context fosters greater understanding, helps staff work more efficiently, promotes citizen engagement, and ensures data-driven decision making.

"The Esri EA for small agencies lets us move forward in a financially viable manner to bring GIS and its incredible tools to our employees. We are seeing immediate process and customer service delivery improvements through the use of GIS in our public works, utilities, and planning departments."

Steven Rogers
Town Manager
Town of Yountville, California
Population approximately 2,933



Roanoke County's GIS gallery features applications for citizens and business users. Their site selector application provides prospective businesses the opportunity to search for office space and available warehouses in the area.

Roanoke County, VA
Population approximately 93,500



Does Your Government Qualify?

"It is very convenient to be able to provide information requested by a potential business on the spot than having to follow up with the information later. Our executive dashboard mobile app built on Esri technology provides situational awareness of all incidents for both fire and police departments."

John Gillison
City Manager
City of Rancho Cucamonga, California
Population approximately 174,305

All local governments in the United States with no more than 250,000 residents are eligible.

Who can join the Small Municipal and County Government Enterprise Agreement program?

- Counties
- Villages
- Townships
- Cities
- Parishes
- Boroughs

The Small Municipal and County Government Enterprise Agreement program has a pricing structure based on population.

The levels are as follows:

Program Level One—For populations up to 25,000

Program Level Two—For populations between 25,001 and 50,000

Program Level Three—For populations between 50,001 and 100,000

Program Level Four—For populations between 100,001 and 125,000

Program Level Five—For populations between 125,001 and 150,000

Program Level Six—For populations between 150,001 and 250,000

You are ready for an EA when your organization

- Plans to expand GIS into new departments and application areas.
- Has integrated GIS into critical business systems that require coordination across departments.
- Is transitioning its IT strategy and requires architectural flexibility.
- Wants to implement ArcGIS for Local Government solutions.
- Needs to manage cyclical expenditures with predictable software costs.
- Is experiencing increased GIS software use.

Get Started Today

Get the Software You Need at a Price That Keeps Small Government Budgets in Mind

Use the Esri Small Municipal and County Government EA to

- Embed interactive maps into your website.
- Extend citizen engagement apps.
- Improve field mobility.
- Operate in real time.
- Plan with real-world scenarios.
- Make data-driven decisions.
- Create an open data portal for collaboration.
- Location-enable your business systems.

The Right Resources, Sized for Your Population

Esri recognizes that governments of all sizes face the same challenges in delivering services and meeting the expectations of their constituents. Small governments just have especially limited resources. The SMCGEA was created to help satisfy the need for GIS to support your work within a program that can match your goals and resources. The SMCGEA program is tailored to governments serving populations up to 250,000 people and provides unlimited access to core Esri® GIS software, together with training and support to help build smarter communities, today.

go.esri.com/smallgovEA





Understanding our world.

Esri inspires and enables people to positively impact their future through a deeper, geographic understanding of the changing world around them.

Governments, industry leaders, academics, and nongovernmental organizations trust us to connect them with the analytic knowledge they need to make the critical decisions that shape the planet. For more than 40 years, Esri has cultivated collaborative relationships with partners who share our commitment to solving earth's most pressing challenges with geographic expertise and rational resolve. Today, we believe that geography is at the heart of a more resilient and sustainable future. Creating responsible products and solutions drives our passion for improving quality of life everywhere.



Contact Esri

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Redlands, California 92373-8100 USA

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Offices worldwide
esri.com/locations

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Environmental Systems Research Institute, Inc.
 380 New York St
 Redlands, CA 92373-8100
 Phone: (909) 793-2853
 DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Quotation # Q-518594

Date: July 5, 2024

Customer # 359490 Contract #

City of Imperial
 Information Technology Dept
 420 S Imperial Ave
 Imperial, CA 92251-1637

ATTENTION: Ramiro Ramos
 PHONE: (760) 355-4373
 EMAIL: rramos@imperial.ca.gov

*To expedite your order, please attach a copy of this quotation to your purchase order.
 Quote is valid from: 3/25/2024 To: 9/21/2024*

Material	Qty	Term	Unit Price	Total
168177	1	Year 1	\$29,300.00	\$29,300.00
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription				
168177	1	Year 2	\$29,300.00	\$29,300.00
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription				
168177	1	Year 3	\$29,300.00	\$29,300.00
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription				

Subtotal:	\$87,900.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$87,900.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Peter Thomas	Email: pthomas@esri.com	Phone: (909) 369-2192
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The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.



Quotation # Q-518594

Date: July 5, 2024

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 359490 Contract #

City of Imperial
Information Technology Dept
420 S Imperial Ave
Imperial, CA 92251-1637

*To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 3/25/2024 To: 9/21/2024*

ATTENTION: Ramiro Ramos
PHONE: (760) 355-4373
EMAIL: rramos@imperial.ca.gov

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$ _____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:
Peter Thomas

Email:
pthomas@esri.com

Phone:
(909) 369-2192

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

THOMASP

This offer is limited to the terms and conditions incorporated and attached herein.

Esri Use Only:
 Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



**SMALL ENTERPRISE AGREEMENT
 COUNTY AND MUNICIPALITY GOVERNMENT
 (E214-1)**

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
 List of Products**

Uncapped Quantities

Desktop Software and Extensions (Single Use)

ArcGIS Desktop Advanced
 ArcGIS Desktop Standard
 ArcGIS Desktop Basic
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise (Advanced and Standard)
 ArcGIS Monitor
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Runtime Standard
 ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer
 Two (2) ArcGIS CityEngine Single Use Licenses
 50 ArcGIS Online Viewers
 50 ArcGIS Online Creators
 10,000 ArcGIS Online Service Credits
 50 ArcGIS Enterprise Creators
 2 ArcGIS Insights in ArcGIS Enterprise
 2 ArcGIS Insights in ArcGIS Online
 5 ArcGIS Location Sharing User Type Extension (Enterprise)
 5 ArcGIS Location Sharing User Type Extension (Online)
 6 ArcGIS Advanced Editing User Type Extension (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	2
Number of Tier 1 Help Desk individuals authorized to call Esri	2
Maximum number of sets of backup media, if requested*	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.
- c. Esri's federal ID number is 95-2775-732.
- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

esri service packages

High-Impact, Cost-Effective
Consulting Services

ArcGIS® Enterprise Jumpstart

Best Practices for Implementing ArcGIS Enterprise

Esri's ArcGIS® Enterprise Jumpstart provides the support you need to learn how to implement and leverage ArcGIS Enterprise on your infrastructure and get you up and running quickly with the ArcGIS platform. During this on-site engagement, an Esri consultant will work with you to install and configure the ArcGIS Enterprise software and help you learn best practices on how to operate and administer your deployment to meet your needs.

With Esri's support, you will

- Reduce the time it takes to install, configure, and become proficient with ArcGIS Enterprise.
- Increase the productivity and effectiveness of your implementation of the ArcGIS platform.

Work side-by-side with an Esri consultant to:

- Plan and diagram your ArcGIS Enterprise implementation based on proven deployment patterns.
- Set up and configure ArcGIS Enterprise components including ArcGIS Server, Portal for ArcGIS, and the ArcGIS Data Store.
- Connect to data sources and publish services.
- Learn to administer your environment and perform diagnostics.
- Review other enterprise GIS functions based on your needs.

Email ProfServices@esri.com, or contact your account manager.



esri®

THE
SCIENCE
OF
WHERE®



Quotation # Q-528604

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Date: August 9, 2024

Customer # 359490 Contract #

City of Imperial
Information Technology Dept
420 S Imperial Ave
Imperial, CA 92251-1637

*To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 8/9/2024 To: 11/7/2024*

ATTENTION: Ramiro Ramos
PHONE: (760) 355-4373
EMAIL: rramos@imperial.ca.gov

Material	Qty	Unit Price	Total
153636	1	\$17,500.00	\$17,500.00

The ArcGIS Enterprise Jumpstart – Basic Service Package provides up to 3 days of on-site and/or remote installation and configuration support for a single base deployment ArcGIS Enterprise implementation on up to 4 customer-provided physical, virtual, or cloud servers by 1 Esri consultant. The Esri Consultant will work with the Customer to develop an implementation and configuration plan prior to the implementation. After the installation and configuration are complete, remaining time will be allocated to knowledge transfer of standard ArcGIS Enterprise technology topics such as: ArcGIS Enterprise administration, creating and connecting to enterprise geodatabases, creating and working with services, backing up ArcGIS Enterprise, configuring and using your ArcGIS organization. Topics outside the scope of the ArcGIS Enterprise Jumpstart include but are not limited to: migration of databases and applications, geodatabase administration, integration, installation/configuration with any third-party systems, system architecture design, network administration, security review, high availability, performance tuning, and application development. On-site support will be provided at a mutually agreed upon Customer location during one trip within the United States on consecutive business days during a single work week. Scheduling will be based on resource availability. Customers will need to prepare in advance for Esri's visit. The Esri Professional Service Packages terms and conditions shall apply. If not attached, or already incorporated into an existing and current Esri master contract, these terms and conditions and preparation requirements can be viewed on the web at <https://www.esri.com/en-us/legal/terms/services/>. For activities/ engagements that span more than 1 business day, if the Customer reschedules or cancels the consulting engagement within three (3) calendar days of the scheduled start date, Esri will separately invoice the Customer a cancellation fee of \$2,500.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Peter Thomas	Email: pthomas@esri.com	Phone: (909) 369-2192
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The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.



Environmental Systems Research Institute, Inc.
 380 New York St
 Redlands, CA 92373-8100
 Phone: (909) 793-2853
 DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Quotation # Q-528604

Date: August 9, 2024

Customer # 359490 Contract #

City of Imperial
 Information Technology Dept
 420 S Imperial Ave
 Imperial, CA 92251-1637

ATTENTION: Ramiro Ramos
 PHONE: (760) 355-4373
 EMAIL: rramos@imperial.ca.gov

*To expedite your order, please attach a copy of this quotation to your purchase order.
 Quote is valid from: 8/9/2024 To: 11/7/2024*

	Subtotal:	\$17,500.00
	Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):		\$0.00
	Contract Price Adjust:	\$0.00
	Total:	\$17,500.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:
 Peter Thomas

Email:
 pthomas@esri.com

Phone:
 (909) 369-2192

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.



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ATTENTION: Ramiro Ramos
PHONE: (760) 355-4373
EMAIL: rramos@imperial.ca.gov

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$ _____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Peter Thomas	Email: pthomas@esri.com	Phone: (909) 369-2192
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.</p>		



Nearmap is a technology company, driven by innovation. Nearmap provides easy, instant access to high resolution aerial imagery, city-scale 3D content, AI data sets, and geospatial tools. Using its own patented camera systems and processing software, Nearmap captures wide-scale urban areas in the United States, Canada, Australia, and New Zealand several times each year, making current content instantly available in the cloud via web app or API integration.

Every day, Nearmap helps thousands of users to conduct virtual site visits for deep, data-driven insights — enabling informed decisions, streamlined operations and better financial performance. Founded in Australia in 2007, Nearmap is one of the largest aerial survey companies in the world.

WHAT MAKES NEARMAP SPECIAL



PROACTIVE SURVEY PROGRAM

We are continuously capturing aerial imagery throughout the United States, 365 days a year. All imagery loaded into our web-based application is time stamped and available within days of capture.



CURRENT IMAGERY

We fly large urban areas up to 3 times per year, frequently capturing seasonal changes for leaf-on/ leaf-off information.



WIDE-SCALE COVERAGE

We cover 80.1% of the U.S. population, including over 1,740 urban areas with over 308,000 square miles captured annually (86.8 million residential U.S parcels and 3.9 million commercial U.S parcels).



CONSISTENTLY HIGH RESOLUTION

Our ortho and oblique imagery is delivered at sub-3" GSD resolution, meaning you can see clearly and plan accurately, before even setting foot on site.



INSTANT ACCESS VIA THE CLOUD

Instantly stream high resolution aerial imagery from Nearmap on any connected device via our web platform, MapBrowser, or integrate through our APIs. Easily view, measure, and export Nearmap content. Offline imagery is also available upon request.

 APEX, NC U.S.

WHAT OUR CUSTOMERS SAY

"I really like how Nearmap is integrated into the GIS stack. We're able to stay on top of new developments, roads, and addresses. Being able to have Nearmap imagery integrated into our GIS systems helps us be much more accurate."

—Timothy Zimmer
GIS Administrator, Shelby County 9-1-1

"Before Nearmap, we were already two years behind on our imagery capture through our county commission. With Nearmap, my view has never been clearer or more up-to-date. I can view new construction, such as buildings and pools, which has been extremely helpful."

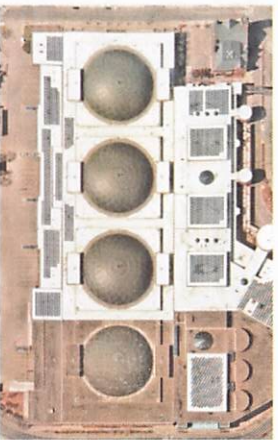
- Trisha Favulli
Director of Assessing, Town of Falmouth

"Nearmap affords us the ability have a birds-eye view of our city not just once a year, but several times per year, at a resolution that is rarely obtainable within our budget. Going with Nearmap just makes sense for our GIS applications across the organization."

- Matthew W. Bradbury
GIS Administrator, City of Redlands, CA

PRODUCT SPECIFICATIONS

Nearmap is a subscription-based service with flexible options tailored to suit your needs. Your users will always have access to reliable, current imagery to more confidently derive insights and make decisions, helping save time and reduce costs through virtual site visits.



Vertical/ortho

- Resolution: 2.2 – 3" GSD
- Absolute Horizontal Accuracy: 8.6 – 23.6" RMSEr
- High-resolution, top-down imagery
- Measure length, area, or radius in MapBrowser



Panorama

- Resolution: 2.2 – 3" GSD
- Multi-perspective aerial views at a 45-degree angle
- View all cardinal directions—N, S, E, W—in a seamless mosaic



Oblique

- Resolution: 3" GSD
- Multi-perspective aerial views at a 45-degree angle
- View all cardinal directions with a gallery of individual source images
- Accurate height, slope, and roof area measurements



GeoData Link

- Integrate your parcel and street data directly into Nearmap's web platform, and MapBrowser
- Overlay and view your data on top of Vertical, Oblique & Panorama imagery
- Search by Parcel ID numbers to retrieve parcel detail information



3D Datasets

- 360-degree, immersive view of 3D textured mesh
- Pan and zoom, measure height, length, pitch, area, and elevation (RL values)
- 3D data sets: DSM, Point Cloud, Textured Mesh, True Ortho
- Available via MapBrowser or offline delivery



AI Datasets

- View AI Layers in MapBrowser to help you identify objects and other location attributes
- On-demand export and APIs for easy third-party integration
- Growing list of AI Packs: solar panels, vegetation, building characteristics, surfaces, and more

EASY TO USE & INTEGRATE

Conveniently use four different methods to integrate release ready Nearthmap Vertical, Oblique, 3D and AI content into your preferred GIS, CAD, 3D visualization, and asset management workflow applications. Additionally, Nearthmap also offers various APIs for your bespoke needs. For more information, please visit docs.nearthmap.com

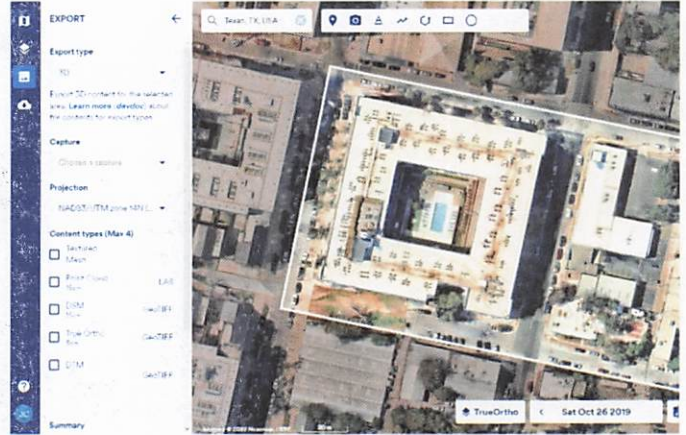
Custom Service



Name
Sydney

Restrict dates (opti)
06/18/2014
06/18/2020

You can specify dates to leaving the end date the default of date will be...



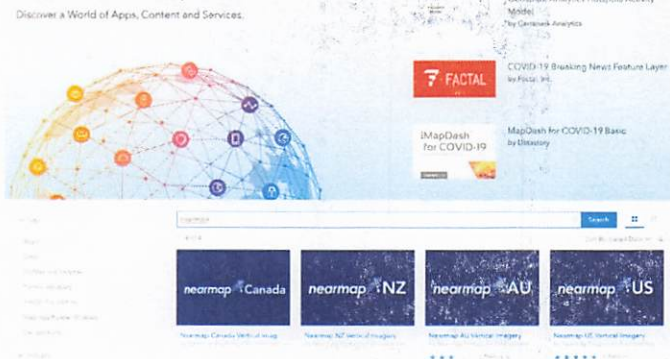
WMS 2.0 (Web Mapping Service)

Auto-generate a URL, copy and paste URL to stream Nearthmap Vertical content. Perform geofencing and time navigation

MapBrowser Export

Simple, intuitive web application with easy export of georeferenced Nearthmap Vertical, 3D and AI content

ArcGIS Marketplace



ArcGIS Marketplace

Stream Nearthmap Vertical content into ArcGIS platforms and ArcGIS compatible platforms

Nearthmap Oblique for ArcGIS

An "Oblique Viewer" widget that can be used within apps made with ArcGIS Web AppBuilder to stream Nearthmap Oblique Content

A few of our government partners



ABOUT US

Nearmap provides easy, instant access to high resolution aerial imagery, city-scale 3D content, AI data sets, and geospatial tools. Using its own patented camera systems and processing software, Nearmap captures wide-scale urban areas in the United States, Canada, Australia, and New Zealand several times each year, making current content instantly available in the cloud via web app or API integration. Every day, Nearmap helps thousands of users conduct virtual site visits for deep, data-driven insights — enabling informed decisions, streamlined operations and better financial performance.

Founded in Australia in 2007, Nearmap is one of the largest aerial survey companies in the world.



www.nearmap.com

Cost Summary for: Imperial, CA

Includes existing Nearmap coverage of orthogonal and oblique imagery.

Orthogonal updates: 1x per year
Oblique updates: 1x per year

Base Product Subscription	Line Items Costs
Orthogonal Imagery Includes access to historical orthogonal imagery Unlimited user licenses for web-based product – Mapbrowser Unlimited data consumption – Mapbrowser and supported integrations	\$6,250 per year
Oblique Imagery (Ortho needed to have access to oblique) Includes access to historical orthogonal and oblique imagery Unlimited user licenses for web-based product – Mapbrowser Unlimited data consumption – Mapbrowser and supported integrations	\$1,500 per year
Software Maintenance and System Support Services	Included at not additional cost
Training	Included at no additional cost

Additional Services / Product Add-ons	Total Proposed Amount
2D Offline copy On-premise copy orthogonal imagery	\$2,000/copy
Public Display License Rights to display imagery in public-facing web applications at 6" resolution	\$1,250 per year



NEW SUBSCRIPTION QUOTE

Nearmap US, Inc.
 1850 W Ashton Blvd, Suite 500
 Lehi, UT 84043, USA
Phone: +1 (801) 609 7250

Customer Name	City of Imperial, CA	Quote Number	Q103737
Contract Commencement	Contract commences upon signing of quote.	Quote Expiry	09/30/2024
Subscription Term	12 Month	Account Rep	Chandler Wilkins chandler.wilkins@nearmap.com
Subscription Start Date	08/21/2024	Payment Term	Net 45
Public Facing URL	https://www.cityofimperial.org/	Payment Method	Invoice
Bill To	City of Imperial, CA Ramiro Ramos 420 South Imperial Avenue, Imperial, California, 92251 7603553842 rramos@imperial.ca.gov	Ship To	City of Imperial, CA Ramiro Ramos 420 South Imperial Avenue, Imperial, California, 92251 7603553842 rramos@imperial.ca.gov

PRODUCT	ALLOWANCE	COVERAGE	SEATS
Nearmap Vertical Offline Copy - Subscription	NA	Nationwide	NA
Public Display License for Government	NA	Nationwide	NA
ArcGIS Integration	NA	NA	NA
Nearmap Oblique for ArcGIS	NA	Nationwide	NA
Nearmap Oblique for Government	NA	Nationwide	Unlimited
Subtotal			\$11,000.00
*Estimated Tax			\$0.00
Total			USD \$11,000.00

*The Total includes applicable sales tax for the state which the Licensee is located. If an exemption from sales tax is applicable to the Licensee, the Licensee shall provide to Nearmap, in accordance with state law, relevant tax-exemption documentation. It will be the responsibility of the Licensee to ensure proof of tax-exempt status remains current for subsequent renewals of the Agreement.

ACCEPTANCE OF Q103737 will constitute an Agreement with Nearmap

By selecting "Yes" or signing below, you acknowledge that (a) you have read, understood and agree to the Products Agreement attached to this Quote, (b) the Product-Specific Terms which can be found at <https://www.nearmap.com/us/en/legal/product-agreements>, (c) you have the authority to agree to this New Subscription Quote and (d) you agree to pay the fees set forth herein. This New Subscription Quote constitutes a binding commitment for the Contract Term stated above. You acknowledge that the Coverage Area by Nearmap is outlined at <https://www.nearmap.com/us/en/current-aerial-maps-coverage>.

Signature / Digital Acceptance:

Date:

Full Name:

Position:

PO Number (if required):

If printed, please sign, scan and email to: orders.us@nearmap.com

Schedule 1

Additional Terms and Conditions



PLEASE READ THIS PRODUCTS AGREEMENT CAREFULLY. BY ACCEPTING THIS AGREEMENT BY EXECUTING A QUOTE, YOU AGREE TO BE BOUND BY THIS PRODUCTS AGREEMENT, THE QUOTE AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT ACCESS OR USE, YOU MUST NOT ACCEPT THIS PRODUCTS AGREEMENT AND NOT USE ANY NEARMAP PRODUCTS AND SERVICES.

PRODUCTS AGREEMENT

Recitals

- A. Nearmap is a provider of aerial imagery and location data and associated products and services.
B. Nearmap agrees to supply the Licensee with the Products described in the Quote, subject to the terms of this agreement, the Additional Terms and Conditions, Product-Specific Terms, any Schedules and the Quote which together constitute the legal agreement between the Licensee and Nearmap (the "Agreement").

Definitions of capitalized words are set out in section B.1717 of the Agreement.

1. GRANT OF LICENSE TO USE PRODUCTS

- 1.1 **Grant** Subject to the terms of this Agreement and payment by the Licensee of the Fees, Nearmap grants to the Licensee a limited, non-exclusive, non-transferrable license for the Term to use the Products only for the Permitted Purpose (the "License").
- 1.2 **Authorized Users** The Products available under this License are only to be used by the total number of Authorized Users. The Licensee shall implement reasonable controls to ensure that it does not exceed the number of Authorized Users. If the number of users exceeds the total number of Authorized Users, the Licensee will be in breach of this Agreement.
- 1.3 **Renewal** Unless otherwise notified by the Licensee in writing at least thirty (30) days prior to the expiry of the Term of its intention not to renew this Agreement and subject to any amendments to this Agreement required by Nearmap, the Term will automatically be renewed for successive renewal terms of twelve (12) months each (each a "Renewal Term").
- 1.4 **Product Updates** Nearmap may from time to time supply the Licensee with a Product of no lesser quality than the previously supplied Product at its absolute discretion. If requested by Nearmap, the Licensee must stop using any previously supplied Product and use the new Product from the date of delivery from Nearmap.
- 1.5 **Acknowledge Nearmap source** The Licensee must expressly acknowledge Nearmap, in a reasonably prominent manner (by displaying the Nearmap logo or other appropriate attribution), as the source of any Product or Derivative Works that the Licensee uses, copies, modifies, or distributes. Unless otherwise permitted in writing, the Licensee must not remove or cause to be removed any Nearmap logo, watermark, or other Nearmap attribution in any Product or Derivative Works.
- 1.6 **Data Use for Government Products** Nearmap measures data usage by the Licensee under this License for Government Products. When using Government Products, Nearmap's Fair Use Policy regulates the Licensee's consumption of data during the Term (or Renewal Term). The following conditions also apply to the Licensee's use of Government Products:
- (a) the amount of data used by the Licensee on the Government Products will be monitored and then calculated at the end of every Term or Renewal Term based on the total data of all users who access and use the Licensee's Nearmap account during that Period; and
- (b) if the Licensee elects to download and/or export Government Products available to the Licensee on the Website, this will be applied to the calculation of the Licensee's use of the Government Products.
- 1.7 **Allowance for Non-Government Products** Non-Government Products licensed to the Licensee may be subject to additional Allowance, Periodic Allowance, or Periodic Data Allowance terms that are published in the Product-Specific Terms, and if applicable, the Periodic Allowance Section.
- 1.8 **Unavailability** Subject to section 12, if a Product is not available for a period of three (3) consecutive days, the Term will be extended by the period of such unavailability.
- ### 2. RESTRICTIONS ON RIGHT TO USE PRODUCTS
- 2.1 **No right to distribute, transfer, resell, assign or sublicense** This License is granted only to the Licensee. The Licensee must not distribute, transfer, resell, assign, rent, lease, or sublicense any Product or any of the Licensee's rights under this License without Nearmap's prior written consent.
- 2.2 **No third party access** Unless otherwise provided in this Agreement, the Licensee must not make any Product available in any medium or manner to any third party (including but not limited to the Licensee's subsidiaries, affiliates, any lower or higher tiered governments and any neighboring local government).
- 2.3 **Employees** Subject to sections 1.1 and 1.2, the Licensee may make Products available to any employee of the Licensee, subject to that person complying with the terms of the Agreement as if they were a party to it and the total number of Authorized Users has not been exceeded. These employees are deemed to be Authorized Users. The Licensee is responsible and liable for all Authorized Users who use the Licensee's account access details or use Products made available to the Licensee in breach of this Agreement, including, without limitation, for any additional fees that become payable if the Licensee exceeds the number of Authorized Users.
- 2.4 **No machine learning** The Licensee must not conduct machine learning work

in connection with this Agreement on any Products, which includes but is not limited to running any:

- (a) machine learning models (including the model form and model parameters);
(b) outputs of machine learning models;
(c) software that processes or transforms input data for training a machine learning model or getting a prediction from a machine learning model into a format suitable for training or making such prediction; or
(d) software used to train a machine learning model or compute outputs of a machine learning model for a given set of input data.
- 2.5 **No caching and creation of database** Except as expressly permitted under this Agreement, the Licensee is not permitted to:
- (a) use its access to the Products under this Agreement for the purposes of creating a database of imageries for resale, distribution, sublicense, or other commercial purposes, or for mass downloads or bulk feeds of any imagery; and
(b) pre-fetch, retrieve, cache, index, or store any Content or portion of the Products.
- 2.6 **Restriction on integration methods** The Licensee is only permitted to use API integration methods, or other integration methods, as authorized by Nearmap in writing, including but not limited to integration with the Licensee's or other third party platforms or software.
- 2.7 **Limits on use of Website** In the Licensee's use of the Website, the Licensee must not (without the prior written consent of Nearmap):
- (a) provide a link to another URL;
(b) upload content or other information to the Website (except as necessary to use the Products);
(c) do anything to damage, interfere or disrupt access to the Website or do anything which might impair its functionality;
(d) use the Website in any way to send any unsolicited email (commercial or otherwise) or any other material for marketing or publicity purposes;
(e) publish, post, distribute, disseminate, or otherwise transmit, defamatory, offensive, infringing, obscene, indecent, or other unlawful or objectionable confidential material or information;
(f) make available, upload, or distribute by any means any material or files that contain any viruses, bugs, corrupt data, "trojan horses", "worms", or any other harmful software;
(g) remove any content or information from the Website, other than that permitted under the terms of this License;
(h) falsify the true ownership of a Product or other material or information made available via the Website;
(i) obtain or attempt to obtain unauthorized access, through whatever means, to the Website;
(j) use the Website other than in accordance with this Agreement;
(k) attempt any of the above acts or engage, encourage or permit another person to do any of the above acts; or
(l) provide or allow access to the Website which exceeds the total number of Authorized Users in connection with use of the Product.
- 2.8 **Breach** If the Licensee breaches any of sections 2.1 to 2.7 inclusive, Nearmap reserves its rights to terminate the Agreement in accordance with section 6.2, restrict the Licensee's access to the Products, and take any other steps available to it at law.
- ### 3. THE LICENSEE'S ACCESS TO PRODUCTS AND SERVICES
- 3.1 **Authorized Users** Any password issued by Nearmap to an Authorized User is personal and confidential to that Authorized User. If Nearmap suspects that any password/ID is being used by an unauthorized person, by a different Authorized User who is not the person to whom it was issued, or the number of Authorized Users has been exceeded, Nearmap may:
- (a) cancel that user's access;
(b) immediately cease the Licensee's access to the Product;
(c) require the Licensee to pay for any additional fees due based on the standard Nearmap Fees for the applicable Product, in respect of any such unauthorized use; and/or
(d) exercise any other right available to Nearmap under the terms of this Agreement or at law.

- 3.2 **Downtime** Nearmap will use reasonable efforts to ensure that the Website and APIs remain available but cannot guarantee that this will be the case at all times. Nearmap agrees that, wherever possible, all planned maintenance will be done out of normal Operational Hours to ensure optimal uptime of the Website. The Licensee may elect to subscribe to the Nearmap status page at <https://status.nearmap.com/> to receive notifications and updates relating to planned maintenance and uptime/downtime of the Website and APIs. When Nearmap becomes aware of any Fault, Nearmap will use reasonable efforts to:
- allocate such resources as may be necessary to remedy the Fault; and
 - otherwise take all reasonable steps to remedy the Fault so as to minimize any disruption to the Licensee's use of the Products.
- 3.3 **Expiry** The Licensee's License will expire at the end of the Term unless renewed in accordance with section 1.3 and may be suspended or terminated, in accordance with section 6.2, if the Licensee is in breach of this Agreement.
- 3.4 **Unauthorized Use** Licensee shall take reasonable steps to prevent unauthorized access to the Products, including without limitation, protecting its passwords and other log-in information. The Licensee shall notify Nearmap immediately of any known or suspected unauthorized use of the Products, or breach of its security, and shall use best efforts to stop said breach and minimize the adverse impact of said breach on Nearmap.
- 3.5 **Audit** During the Term of this Agreement, and for two (2) years after termination or expiry of this Agreement, the Licensee shall maintain records regarding its use of the Products according to its usual record keeping policies and procedures. The Licensee shall permit Nearmap (or its auditors) access to the Licensee's records pertaining to the Licensee's use of the Products. Nearmap will give at least thirty (30) days prior written notice of an audit and will not conduct an audit more than once per calendar year unless non-compliance findings are noted, in which case the audit period may be extended.
- 3.6 **Audit Findings** If an audit results in findings of non-compliance, Nearmap may, at its discretion:
- invoice any additional license fees due based on the standard Nearmap Fees in place at the time of the original license grant;
 - recover the reasonable cost of the audit if additional Fees exceed 5% of the Fees paid during the audit period; and
 - terminate this Agreement in accordance with section 6.1. Licensee must pay all invoices issued under this section within thirty (30) days following the date of invoice or such other period agreed between the parties.
- 4. FEES**
- 4.1 **Fees** The Fees payable by the Licensee are set out in the Quote.
- 4.2 **Payment** The Fees are payable by the Licensee to Nearmap in the manner and by the due date, as set out in the Quote, at the beginning of each Term unless otherwise agreed by Nearmap. Where the Fees are payable by credit card, the Licensee authorizes Nearmap to charge the Licensee's credit card for all purchased Products listed in the Quote for the initial Term and any Renewal Term.
- 4.3 **No cancellation** Subject to section 4.4, all Fees are non-cancellable and non-refundable, except as expressly set out in this Agreement.
- 4.4 **Refund of Fees** If the Licensee is not in breach of this Agreement, and Nearmap elects to terminate this Agreement under section 6.3, Nearmap will refund the Licensee any pre-paid fees relating to the portion of Term remaining as at the date of termination.
- 4.5 **Taxes** Unless otherwise stated, Fees and Late Payment Fee do not include any direct or indirect local, state, provincial, federal, or foreign taxes, levies, duties, or similar governmental assessments of any nature, including value-added, excise, use or withholding taxes (collectively, "Taxes"). Licensee is responsible for paying all Taxes, except those assessable against Nearmap based on its income. Nearmap will invoice Licensee for such Taxes if Nearmap believes it has a legal obligation to do so and Licensee agrees to pay such Taxes if so invoiced.
- 4.6 **Late Payment** If a scheduled Fee payment is still overdue after seven (7) days' notice from Nearmap, to remedy the payment default, the Licensee agrees that Nearmap may immediately limit or terminate access to the Products provided under this License.
- 4.7 **Amendments** Subject to section 1.3, Nearmap may, at its absolute discretion, increase the price, for the Products at the end of the Term by an amount which reflects up to the current rate of Inflation plus 2.5%.
- 5. THE LICENSEE'S WARRANTIES**
- 5.1 **Warranty** The Licensee warrants that:
- any information the Licensee supplies to Nearmap in respect of the Agreement is complete and correct. The Licensee must keep Nearmap informed of any change to the Licensee's information provided to Nearmap, including any change to the Licensee's contact details, or the details of a credit card used for payment;
 - the Licensee will immediately notify Nearmap of any usage of any Product outside the Permitted Purpose, and provide any other information reasonably requested by Nearmap;
 - the Licensee has the power to enter into this Agreement and to perform the obligations under it; and
 - the Licensee has and will comply with all relevant laws relating to the Licensee's use of the:
 - License;
 - Products; and
 - Website.
- 6. TERMINATION AND EXPIRY**
- 6.1 **Initial Term** This Agreement commences on the Commencement Date and continues until expiry of the Term unless terminated earlier in accordance with the terms of this Agreement or renewed under section 1.3.

- 6.2 **Termination by Either Party** Either party may terminate this Agreement with immediate effect by giving notice to the other party if:
- the other party breaches any of its obligation under this Agreement capable of remedy and fails to remedy that breach within fourteen (14) days after receiving notice requiring it to do so;
 - the other party breaches any of its obligations under this Agreement incapable of remedy and Content; or
 - the other party files for protection under bankruptcy laws, makes an assignment for the benefit of creditors, appoints, or suffers appointment of a receiver or trustee over its property, files a petition under any bankruptcy or insolvency act, or has any such petition filed against it which is not discharged within sixty (60) days of the filing thereof, or admits in writing its inability to pay its debt generally as they become due.
- 6.3 **Termination by Nearmap** Notwithstanding anything else in this Agreement, but subject to section 4.4, Nearmap has the right, in its absolute discretion and upon giving the Licensee ten (10) Business Days' notice, to terminate this Agreement.
- 6.4 **Consequences** If the Agreement is terminated under sections 6.2 or 6.3 or expires at the end of the Term:
- the Licensee immediately terminates and the Products will no longer be available to the Licensee;
 - the Licensee must immediately destroy, delete, or return to Nearmap all Products; and
 - subject to section 7.3, the Licensee and the Authorized Users are not permitted to use any Products for any purpose.
- 6.5 **Costs** Nearmap reserves all rights following termination of this Agreement, including any rights available to Nearmap to collect any outstanding Fees which may be owed by the Licensee. The Licensee will be liable for any reasonable legal costs incurred by Nearmap in enforcing its rights following termination of this Agreement.
- 6.6 **Continuing obligations** After expiry or termination of this Agreement, sections 1.5, 2, 4, 6.5, 7, 8, 9, 10, 13, 14, 15, and 17 will still be binding on the Licensee in relation to Products licensed or obtained during the Term.
- 7. INTELLECTUAL PROPERTY**
- 7.1 **Ownership** Unless otherwise indicated, the Website, the Products, the Content, and all associated Intellectual Property Rights, data, information, and software are owned by Nearmap and are protected by copyright, moral rights, trademark, and other laws relating to the protection of intellectual property. Nearmap reserves all of its Intellectual Property Rights. Except for the limited License granted to the Licensee in section 1.1, no ownership or Intellectual Property Rights in the Website, APIs, any Product, or Content will pass or be licensed to the Licensee.
- 7.2 **Trademarks** The Nearmap trademarks and all associated Intellectual Property Rights are owned by Nearmap. Nothing in this Agreement confers upon the Licensee any rights to use or modify any of Nearmap's trademarks, except that Nearmap grants the Licensee a royalty free, limited, non-exclusive, non-transferrable, non-sublicensable license to reproduce and display Nearmap trademarks only to the extent necessary to comply with the Licensee's obligations under this Agreement. Any such reproduction and display of those marks must comply with the policies and rules Nearmap makes available to the Licensee from time to time.
- 7.3 **Derivative Works** Subject to compliance with all other terms of this Agreement, the Licensee is granted a non-exclusive right to produce and use Derivative Works for the Permitted Purpose. Unless otherwise notified to the Licensee by Nearmap, the Licensee may continue using Derivative Works following termination or expiry of this Agreement. For the avoidance of doubt, Nearmap will continue to own all rights in and to any Products and Content embedded in a Derivative Work, but all other rights in and to the Derivative Work will belong to the Licensee.
- 8. THIRD PARTY PROVIDERS**
- 8.1 The Licensee acknowledges and accepts that Nearmap engages with Third Party Providers in order to provide the Products under this Agreement. The provision of the Products is contingent upon adequate delivery of products and services by those Third Party Providers and are subject to those Third Party Provider terms and conditions (as updated from time to time). By entering into this Agreement, the Licensee agrees that where applicable they must comply with those terms and conditions which are applicable to the use of those Third Party Providers products, where incorporated into Nearmap's Products. Nearmap have set out the type of Third Party product or services incorporated into Nearmap's Products and the relevant Third Party Providers terms and conditions below for reference.
- Google – https://maps.google.com/help/terms_maps.html in connection with the use of Google Street Maps;
 - NASA/NCAS – <https://www.nearmap.com/au/en/legal/copyright> in connection with viewing satellite imagery on the Website; and
 - Precisely – <https://www.precisely.com/legal/licensing/software-and-data-end-user-license-agreement> in connection with viewing property datasets on the Website and/or through an API.
- 9. WARRANTY AND LIABILITY**
- 9.1 **Warranty** Nearmap agrees to use industry standard GPS to ensure captured imagery has accurate geographical positioning.
- 9.2 **DISCLAIMER OF WARRANTIES OTHER THAN AS SET FORTH IN SECTION 9.1, THE WEBSITE AND THE PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, TO THE FULLEST EXTENT PERMITTED BY LAW. NEARMAP AND ITS CONTENT PROVIDERS, THIRD PARTY PROVIDERS, AGENTS, MANDATARIES, AND AFFILIATES EXPRESSLY DISCLAIM ANY AND ALL**

- REPRESENTATIONS, WARRANTIES, CONDITIONS, AND GUARANTEES, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED REPRESENTATIONS, WARRANTIES, CONDITIONS, OR GUARANTEES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND COURSE OF DEALING OR PERFORMANCE.
- 9.3 **NO REPRESENTATIONS WHILE NEARMAP USES REASONABLE EFFORTS TO ENSURE THE ACCURACY, CORRECTNESS AND RELIABILITY OF THE CONTENT, THE PRODUCTS, AND THE WEBSITE, NEARMAP AND ITS THIRD PARTY PROVIDERS MAKE NO REPRESENTATIONS, WARRANTIES, CONDITIONS, OR GUARANTEES AS TO THE ACCURACY, CORRECTNESS, OR RELIABILITY OF ANY PRODUCT OR CONTENT CONTAINED ON THE WEBSITE AND/OR OBTAINED THROUGH AN API. THE PRODUCTS, THE WEBSITE AND APIS MAY BE SUBJECT TO ERRORS, OMISSIONS, INACCURACIES, AND DISTORTIONS, AND NEARMAP WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR ANY CLAIMS MADE BY OR ARISING OUT OF, ANY PERSON OR ENTITY SEEKING TO RELY ON ANY OF THE PRODUCTS, THE WEBSITE OR APIS.**
- 9.4 **LIMIT OF LIABILITY NEARMAP'S LIABILITY FOR: (A) A BREACH OF A WARRANTY UNDER SECTION 9.1; OR (B) A BREACH OF A REPRESENTATION, WARRANTY, CONDITION, OR GUARANTEE WHICH IS IMPLIED OR IMPOSED IN RELATION TO THIS LICENSE UNDER LEGISLATION AND CANNOT BE EXCLUDED, WILL BE LIMITED TO, AT NEARMAP'S OPTION, REPLACING OR REPAIRING THE PRODUCTS OR SUPPLYING PRODUCTS EQUIVALENT TO THE RELEVANT PRODUCTS, OR PAYING THE COST OF REPLACING OR REPAIRING THE PRODUCTS.**
- 9.5 **NO LIABILITY FOR CLAIMS TO THE EXTENT PERMITTED BY LAW. IN NO EVENT WILL NEARMAP, ITS CONTENT PROVIDERS, AGENTS, MANDATARIES, OR AFFILIATES BE LIABLE FOR ANY CLAIMS OF ANY KIND ARISING FROM OR CONNECTED WITH THE USE OF THE WEBSITE OR APIS, THE CONTENT OR THE PRODUCTS, OR THE UNAVAILABILITY OF THE SAME, INCLUDING BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA, AND DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), EXTRACTIONAL LIABILITY, OR OTHERWISE. THE LICENSEE IS RESPONSIBLE FOR THE ENTIRE COST OF ALL SERVICING, REPAIR, OR CORRECTION REQUIRED DUE TO THE LICENSEE'S USE OF THIS WEBSITE, THE CONTENT OR THE PRODUCTS. THIS EXCLUSION APPLIES, WITHOUT LIMITATION, TO ANY CLAIMS CAUSED BY OR RESULTING FROM RELIANCE BY A USER ON ANY INFORMATION OBTAINED FROM NEARMAP.**
- 9.6 **AGGREGATE LIMIT IN NO EVENT WILL THE AGGREGATE LIABILITY OF NEARMAP, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), EXTRACTIONAL LIABILITY, PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF THE PRODUCTS, THE CONTENT, THE WEBSITE OR THE APIS, EXCEED ANY COMPENSATION OR FEE THE LICENSEE HAS PAID, IF ANY, TO NEARMAP FOR ACCESS TO OR USE OF THE PRODUCTS OVER THE TWELVE (12) MONTH PERIOD PRIOR TO THE ALLEGED DEFAULT, BREACH, OR EVENT GIVING RISE TO THE LIABILITY.**
- 9.7 **Third Party Providers** The Licensee acknowledges that Nearmap relies on the services of Third Party Providers in order to supply the Products and related services. Without limiting any of the above, to the fullest extent permitted by applicable law, Nearmap will not be liable for any loss, damage, or cost of any kind, which is caused, or contributed to, by a third party service provider except to the extent it was caused or contributed by the acts, defaults or omissions of Nearmap.
- 9.8 **Indemnity** To the extent permitted by law, the Licensee agrees to indemnify Nearmap and its directors, officers, employees, agents, mandataries, and subcontractors, from and against any and all direct or indirect claims, damages, losses, liabilities, expenses, and costs (including reasonable attorney's fees and costs) arising from or out of:
- the Licensee's actual or alleged breach of any provisions of this Agreement;
 - the Licensee's use of the Product for any purpose; and
 - the Licensee's use of, or any third party's use of, or inability to use, any Derivative Works, including without limitation, any output from the Derivative Works.
- 9.9 **Notice of claim** Nearmap will provide the Licensee with notice of any claim or allegation, under section 9.8, and Nearmap has the right to participate in the defense of any such claim at its expense.
10. **COPYRIGHT COMPLAINTS**
- 10.1 If any third party brings a Claim against the Licensee alleging that the Licensee's use of the Products, in accordance with this License, infringes their copyright ("Infringement Claim"), Nearmap will defend the Licensee against the Claim and pay any settlement to which Nearmap consents or final court-awarded damages for which the Licensee is liable.
- 10.2 The Licensee must:
- promptly notify Nearmap of any such Infringement Claim;
 - not make any admissions in relation to the Infringement Claim without Nearmap's prior written consent;
 - permit Nearmap to conduct the defense of the Infringement Claim including all negotiations for settlement; and
- provide Nearmap with any assistance reasonably requested to allow Nearmap to defend the Infringement Claim.
- 10.3 Nearmap will have no liability for any Infringement Claim:
- that arises from any:
 - use of the Product in violation of this Agreement;
 - modification of the Product by anyone other than Nearmap, or a party authorized by Nearmap, in writing to modify the portion of the Product applicable to the Infringement Claim; or
 - third-party products, services, hardware, software, or other materials, or a combination of these with the Products, which would not be infringing without this combination; or
 - if the Licensee fails to comply with section 10.2.
- 10.4 To the maximum extent permitted by law, this section 10 sets out Nearmap's sole and exclusive liability, and the Licensee's sole and exclusive remedy, for any third party Infringement Claims brought against the Licensee in relation to an infringement of Intellectual Property Rights.
11. **PRIVACY POLICY**
- 11.1 Nearmap will collect, use, and disclose any personal information supplied by the Licensee as set out in Nearmap's Privacy Policy, as amended from time to time, and currently available at <https://www.nearmap.com/us/en/legal/privacy-policy>. The Licensee hereby consents to those collections, uses, and disclosures.
- 11.2 To the maximum extent permitted by law, by entering into this Agreement, the Licensee expressly consents to receiving general emails relating to product updates, new products, or anything related to the usage of the product from Nearmap, but prior written consent is required to receive by email direct marketing communications from Nearmap.
- 11.3 By entering into this Agreement, the Licensee acknowledges that personal information provided by the Licensee in the course of accessing Products (including, without limitation, credit or debit card details provided by the Licensee for the purpose of paying Nearmap) may be disclosed to and held by one or more of Nearmap's third party suppliers and partners (including, without limitation, providers of payment processing services), and used by those third parties in connection with the supply of Products.
12. **FORCE MAJEURE**
- 12.1 **Force Majeure Event** If a party is unable to perform or is delayed in performing an obligation under this Agreement (except for any obligation to pay money, including Fees) because of an act of war, terrorism, hurricane, earthquake, other act of God or of nature, strike or other labor dispute, riot or other act of civil disorder, embargo, or other cause beyond the performing party's reasonable control ("Force Majeure Event"):
- that obligation is suspended but only so far and for so long as that party is affected by the Force Majeure Event; and
 - the affected party will not be responsible for any loss or expense suffered or incurred by the other party, as a result of, and to the extent that, the affected party is unable to perform, or is delayed in performing, its obligations under this Agreement because of the Force Majeure Event.
- 12.2 **Notice of Force Majeure Event** If a Force Majeure Event occurs, the party affected by the Force Majeure Event must:
- Promptly (when reasonably possible to do so) give the other party notice of the Force Majeure Event and an estimate of the non-performance and delay;
 - take all reasonable steps to overcome the effects of the Force Majeure Event; and
 - resume compliance as soon as practicable after the Force Majeure Event no longer affects it.
13. **CONFIDENTIALITY**
- 13.1 Subject to any other written agreements between the parties in connection with this Agreement, any information provided in writing or orally or data provided by either party under this Agreement ("Discloser") to the other party ("Recipient") and marked or identified as proprietary or Confidential Information shall not be disclosed for a period of three (3) years from termination or expiry of this Agreement, unless mutually agreed in writing by the parties. The parties will disclose Confidential Information only to their employees who have a need to know for the purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Licensee's duty hereunder. The Recipient will protect Confidential Information from unauthorized use, access, or disclosure in the same manner as it would protect their own confidential or proprietary information of similar nature and with no less than reasonable care.
- 13.2 The confidentiality obligations do not apply to the Recipient if:
- The Discloser has first agreed in writing to the particular disclosure, use, or copying;
 - the Confidential Information was generally known by or available to the public through no wrongful act of the Recipient or otherwise than as a consequence of a breach of this Agreement;
 - the Confidential Information was received by the Recipient without breach of this Agreement from a third party without restriction as to the use and disclosure of the Confidential Information; or
 - the disclosure of Confidential Information is legally compelled due to compliance with federal and state laws or an order by a court.
- 13.3 Immediately upon termination or expiry of this Agreement, the Recipient must (at its expense):
- cease all use of the materials and Confidential Information;
 - destroy or return (at the Discloser's discretion) the Confidential Information to the Discloser together with all copies, reproductions and summaries of the same;
 - destroy all of its notes, memoranda and records (in whatever form) containing,

- referring to or based on the Confidential Information;
- (d) ensure that any person who receives the Confidential Information by the Recipient's authority returns the Confidential Information to the Discloser in any form in which it is held or destroys it and gives evidence of its destruction to the Discloser; and
- (e) provide to the Discloser a written certificate confirming compliance with the requirements under this section.

14. NOTICES

- 14.1 All notices and consents will be in writing and will be considered delivered and effective upon receipt (or when delivery is refused) when:
- (a) personally delivered;
- (b) sent by registered or certified mail (postage prepaid, return receipt requested);
- (c) sent by nationally recognized private courier (with signature required and all fees prepaid); or
- (d) sent by email with confirmation of transmission.
- 14.2 Notices must be sent to the Licensee at the address set forth in the Quote (or if none is specified, the address to which Nearmap sends invoices) and for Nearmap to 10897 South River Front Parkway, Suite 150, South Jordan, UT 84095, USA, or at another address as a party may designate in writing.

15. TECHNOLOGY EXPORT

- The Licensee shall not: (a) permit any third party to access or use the Product in violation of any U.S. or Canadian law or regulation; or (b) export any software provided by Nearmap, or otherwise remove it from the United States or Canada, except in compliance with all applicable U.S. and Canadian laws and regulations. Without limiting the generality of the foregoing, the Licensee shall not permit any third party to access or use the Product in, or export such software to, a country subject to a United States embargo (as of the Effective Date, Cuba, Iran, North Korea, Sudan, and Syria) or a Canadian embargo.

16. MISCELLANEOUS TERMS

- 16.1 Nearmap customer Licensee grants Nearmap the right to use Licensee's name and logo to identify as a Nearmap customer for marketing or promotional purposes in public or private communications with Nearmap's existing or potential customers, subject to Licensee's standard trademark usage guidelines as provided to Nearmap from time to time.
- 16.2 **Additional Terms and Conditions** The Additional Terms and Conditions form part of, and should be read in conjunction with, this Agreement.
- 16.3 **Precedence of Documents** This Agreement is comprised of:
- (a) the Additional Terms and Conditions under Schedule 1;
- (b) the Quote and attached Schedules;
- (c) any Product-Specific Terms; and
- (d) this products agreement.
- If there is any ambiguity or inconsistency between the documents comprising the Agreement, the document appearing higher in the list will have precedence. If the Licensee purchases the Products through a reseller, the terms and conditions under this Agreement will apply. This Agreement between Nearmap and the Licensee supersedes all terms and conditions attached to the Licensee's and/or reseller's purchase order.
- 16.4 **Independent Contractors** The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf. The parties agree that neither party's employee or contractor is an employee of the other party.
- 16.5 **Construction** The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason for authorship.
- 16.6 **Waiver** Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.
- 16.7 **Severability** If one or more of the terms of this Agreement are found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining terms will not be affected.
- 16.8 **Amendments** Other than as expressly specified in this Agreement, this Agreement may only be varied with the written consent of Nearmap and the Licensee.
- 16.9 **Assignment** This Agreement shall not be assigned by either party without the prior written consent of the other party which shall not be unreasonably withheld; provided, however, that Nearmap may, upon written notice to the Licensee, assign all of its rights under this Agreement to (i) a parent, subsidiary or Affiliate of Nearmap, (ii) a purchaser of all or substantially all assets related to this Agreement, or (iii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which Nearmap is participating. Any attempt to assign this Agreement in violation of this provision shall be void and of no effect. This Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.
- 16.10 **Entire Agreement** This Agreement:
- (a) comprises the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement; and
- (b) supersedes any prior agreement or understanding on anything connected with that subject matter.
- 16.11 **Counterparts** This Agreement may consist of a number of counterparts and, if so, the counterparts taken together constitute one and the same instrument. This Agreement is not binding on any party unless one or more counterparts have been duly executed by, or on behalf of, Nearmap and the Licensee.
- 16.12 **Language** The parties have expressly agreed that this Agreement, and all

ancillary agreements, documents, or notices relating to the Agreement, be drafted solely in the English language. Les parties aux présentes ont expressément convenu que cet accord et toute autre convention, document ou avis y afférent soient rédigés en anglais seulement.

- 16.13 **Governing Law** This Agreement will be governed by and construed in accordance with the laws of the State where the Licensee conducts business (without giving effect to the conflicts of laws provisions thereof).

17. DEFINITIONS

- In this Agreement:
- Additional Terms and Conditions** means the additional terms and conditions (if any) set out in the Quote.
- Affiliate** means, with respect to Nearmap, any entity that controls or is controlled by Nearmap, or is under common control with Nearmap. For purposes of this definition, an entity shall be deemed to control another entity if it owns or controls, directly or indirectly, at least 50% of the voting equity of another entity (or other comparable interest for an entity other than a corporation).
- Allowance** means any usage allowance the Licensee is permitted to use and/or drawn down against for any Licensed Non-Government Products as specified the Quote.
- API** means application programming interface.
- Authorized User** means the number of persons specified in the "Seats" section of the Quote, who have been granted access to the Product by the Licensee pursuant to the term and conditions of this Agreement, and who either has been assigned a unique Nearmap user login credential or whom the Licensee has assigned a user login credential that enables access to the Product through the Website or API.
- Business Days** means any day other than a Saturday, a Sunday or a recognized public holiday in the State of Utah, USA.
- Claim** means any claim, cost (including legal costs on a solicitor and client basis), damages, debt, expense, tax, liability, loss, obligation, allegation, suit, action, demand, cause of action, proceeding, or judgment of any kind, however calculated or caused, and whether direct or indirect, consequential, incidental or economic.
- Commencement Date** means (a) for New Subscription Quotes, the date as specified in the "Contract Commencement" section or the "Subscription Start Date" section of the Quote, whichever is later, or (b) for Renewal Quotes or Amendment Quotes, the date as specified in the "Subscription Start Date" section of the Quote.
- Commercial Purpose** means to distribute, transfer, sell, sublicense, or pass possession of any Products (in whole or in part) for the purpose of direct commercial benefit or gain by the Licensee.
- Confidential Information** means the terms of this Agreement, the pricing, and any other information relating to the business, finances, strategy, methods, processes, products, metadata, services or other affairs of a party or its representatives or related bodies corporate which is disclosed to, learnt by or accessed by the Licensee in connection with the Agreement, whether before or after the Licensee entered into the Agreement, whether orally, electronically, in writing or otherwise.
- Content** means any content made available by or on behalf of Nearmap to the Licensee in connection with the License, whether or not through the Website or an API.
- Coverage Area** means the area specified in the "Coverage" section of the Quote for which Nearmap has available Products, which may cover part or all of that area and which may cover part (but not all) of the area covered by the Survey.
- Derivative Work** means any new work created by or for the Licensee that incorporates, embeds, or includes all or part of a Nearmap Product or Content.
- Discloser** has the meaning given in section 13.1.
- Fair Use Policy** means the policy as attached to the Quote.
- Fault** means any fault, failure, error, or defect which prevents the Licensee from accessing the Products, other than where access is prevented due to a planned outage, because of an unforeseeable event beyond Nearmap's reasonable control or any conduct or activity undertaken by the Licensee, the Licensee's employees, agents, or mandataries.
- Fees** means the fees specified in the Quote, payable by the Licensee for the License, or as otherwise agreed in writing between Nearmap and the Licensee.
- Force Majeure Event** has the meaning given in section 12.1.
- Government Products** means any Products specified in the Quote that are described as "Nearmap Vertical for Government" and "Nearmap Oblique for Government" and includes any other Products offered by Nearmap for government customers only where use of its License is connected to the Fair Use policy.
- Infringement Claim** has the same meaning given in section 10.1.
- Intellectual Property Rights** includes all industrial and intellectual property rights throughout the world, including copyright, moral rights, trademarks, patents, rights to protect confidential information, and any other similar rights.
- License** means the license granted in section 1.1.
- Licensee** means the person or entity specified in the "Customer Name" section of the Quote.
- Nearmap** means Nearmap US, Inc.
- Non-Government Products** means all Products specified in the Quote that do not fall under the definition of Government Products.
- Operational Hours** means 9am to 5pm MT.
- Periodic Allowance or Periodic Data Allowance** means the data allowance specified in the "Allowance" section of the Quote unless otherwise agreed in writing between Nearmap and the Licensee.
- Periodic Allowance Section** means section 1.6 (or its equivalent) in the most current version of the products agreement currently located at [here](#).
- Permitted Purpose** means the use of Products by the Licensee for internal purposes in the Licensee's ordinary business, and at all times excludes any:
- (a) Commercial Purpose;
- (b) Unlawful Purpose;

- (c) Integration, or attempt to integrate, the Products in an internal system of the Licensee or of a third party; and
- (d) Redistribution or copying of files, images, or photographs, or making such files, images, or photographs available in any medium or manner that is contained in the Products to any third party (except as expressly permitted under this Agreement).

Products means any Nearmap products specified in the Quote (and further described on the Website) and, if applicable, the Survey. For the avoidance of doubt, Products include Content.

Product-Specific Terms means additional terms and conditions that apply to certain Products, currently located [here](#).

Quote the document produced after the Licensee places an initial order for the Product(s), requests any changes to its License, or renews its License, which may be titled "New Subscription Quote", "Renewal Quote" or "Amendment Quote".

Recipient has the meaning given in section 13.1.

Renewal Term has the meaning given in section 1.3.

Schedule means a schedule to this Agreement, where such schedule has been incorporated by reference to form part of this Agreement.

Subscription Period means the period stated in the "Subscription Period" column of the Quote.

Subscription Start Date means the date specified in the "Subscription Start Date" section of the Quote.

Term means the term specified in the "Subscription Term" section of the Quote, commencing on the Commencement Date. Where a Subscription Period is stated on the Quote, "Term" means the Subscription Period.

Third Party Providers means third party providers of products and services to Nearmap.

Unlawful Purpose means any unlawful purpose, including but not limited to stalking, harassing or intimidating any person or engaging in misleading or deceptive conduct.

URL means a Uniform Resource Locator.

Website means all pages and sub-sites available within the nearmap.com domain.

FAIR USE POLICY

General

1. It is important to Nearmap that all customers are able to access the Products and Services. Accordingly, we have devised a Fair Use Policy that applies to the data usage of the Products and Services.

2. In this Fair Use Policy:

- a. **Excessive Use** has the meaning given to that term in section 7 of this Fair Use Policy;
- b. **Fair Use Policy** means this policy;
- c. **Nearmap, we, us or our** means Nearmap US, Inc.;
- d. **Products** has the meaning given to that term in Your Nearmap Agreement;
- e. **Services** has the meaning given to that term in Your Nearmap Agreement;
- f. **You or Your** means any customer of Nearmap;
- g. **Your Nearmap Agreement** means the agreement pursuant to which Nearmap provides You with various products and services; and
- h. **Unreasonable Use** has the meaning given to that term in section 5 of this Fair Use Policy.

3. We reserve the right to vary the terms of this Fair Use Policy from time to time.

4. This Fair Use Policy is in addition to Your Nearmap Agreement and in the event of any inconsistency between the terms of this Fair Use Policy and the terms and conditions of Your Nearmap Agreement, Your Nearmap Agreement prevails.

Unreasonable Use

5. We consider Your use of the Products and Services unreasonable where You use it in a manner which is reasonably considered by Nearmap to be fraudulent use, to be contrary to Your Nearmap Agreement or to adversely affect other Nearmap customers' use of or access to the Products and Services.

6. Among other things, "fraudulent use" includes resupply of the Products and Services without Nearmap's consent so that someone else may access or use the Products and Services or take advantage of the Products and Services.

Excessive Use

7. Excessive Use is a continuing and unreasonably disproportionate use of the Products and Services when compared to other average individual named users.

Nearmap's Rights

8. Where Your use of the Products and Services constitutes Unreasonable Use and/or Excessive Use, Nearmap may contact You to discuss changing Your usage pattern so that it conforms with this Fair Use Policy, or to upgrade to a more suitable Product or Service (if applicable).

9. If, after Nearmap has contacted You, Your Unreasonable Use and/or Excessive Use continues, Nearmap may, without further notice to You:

- a. restrict Your access to low resolution imagery for the remainder of the month; and/or
- b. restrict Your access to low resolution imagery for the remainder of the month until Your data allowance is reset at the beginning of the next month (if applicable); and/or
- c. restrict Your access for the remainder of the month; and/or
- d. restrict Your access to Nearmap until Your data allowance is reset at the beginning of the next month (if applicable); and/or
- e. immediately cease Your access to Nearmap; and/or
- f. exercise any other right available to Nearmap under the terms of Your Nearmap Agreement.