



CUSTOMER NAME:	San Mateo County, CA
ATTN:	Rumika Chaudhry
CUSTOMER ADDRESS:	455 County Center Redwood City, California 94063
CUSTOMER PHONE:	(650) 599-7241
CUSTOMER E-MAIL:	rchaudhry@smcgov.org

MASTER SERVICES AGREEMENT

This Master Services Agreement (“Agreement”) is entered into as of the date of last signature below (the “Effective Date”) by and between the Customer identified above (“Customer” or “County”) and Pictometry International Corp. dba EagleView, a corporation formed under the laws of the State of Delaware, with a place of business at 25 Methodist Hill Drive, Rochester, NY 14623 (“EagleView” or “Contractor”). Customer and EagleView may be referred to individually as “Party” and, collectively, as “Parties.” EagleView will provide the Products and Services in accordance with and subject to the conditions of this Agreement during the applicable Term.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

1.1. “Account” means an account created for Customer by EagleView for the purpose of providing access to the Products and Services.

1.2. “Activation” means the point in time when Customer has access to an Account and the Products and Services are available to Customer.

1.3. “Authorized User” means: (i) any employee or elected or appointed official of the Customer authorized by Customer to use the Products and Services; (ii) any additional users as may be defined in an Order Form (such as governmental subdivisions and their employees or elected or appointed officials) all of whom are considered to be agents of Customer for the purposes of Section 1.3; or (iii) a contractor of Customer, so long as Customer gives written notice of its intent to use such contractor to EagleView prior to being granted access to the Products and Services and, unless EagleView expressly waives such requirement for any individual, has entered into a written agreement with EagleView authorizing such access.

1.4. “Confidential Information” means any non-public information that is identified as or would be reasonably understood to be confidential and/or proprietary as disclosed by a Party (“Discloser”) to another Party (“Recipient”). Confidential Information of EagleView includes, but is not limited to: (a) the Products and Services including any related software code and Documentation; (b) the terms of this Agreement including all Order Forms and statements of work, as applicable, and related pricing, and (c) EagleView’s roadmaps, product plans, product designs, architecture, technology and technical information, security audit reviews, business and marketing plans, and business processes, however disclosed. Confidential Information will not include information that was (a) at the time of disclosure, through no fault of the Recipient, already known and generally available to the public; (b) at the time of disclosure to Recipient already rightfully known to the Recipient without any obligation of confidentiality; (c) disclosed to the Recipient by a third party who had the right to make the disclosure without any confidentiality restrictions; or (d) independently developed by the Recipient without access to or use of the Discloser’s Confidential Information.

1.5. “Documentation” means the materials describing the features and functions of the Products and Services as may be updated from time to time by EagleView.

1.6. “Fee” means the fees charged by EagleView for the Products and Services as identified in an Order Form or an invoice issued by EagleView.



1.7. “Intellectual Property Rights” means all worldwide intellectual property rights whether registered or unregistered including copyrights, patents, patent applications, trademarks, service marks, trade secrets, and all other proprietary rights.

1.8. “Malware” means any software program or code intended to harm, destroy, interfere with, corrupt, or cause undesired effects on program files, data, or other information, executable code, or application software macros.

1.9. “Order Form” means a mutually agreeable order signed and dated by both Parties describing the Products and Services purchased by Customer. The Parties may enter into several Order Forms with each Order Form made part of this Agreement. In the event of a conflict between the terms of this Agreement and an Order Form, the Order Form will prevail; provided that notwithstanding anything to the contrary, no Order Form shall exist or be effective except to the extent it is governed by this Agreement.

1.10. “Products and Services” means EagleView’s proprietary products, services and content, whether or not identified in an Order Form, developed and owned or licensed by EagleView, its Affiliates (defined as its directors, officers, employees, agents, representatives, advisors, and persons or entities which are controlled by or are under common control with EagleView), and/or their licensors.

2. ACCESS AND USE OF THE PRODUCTS AND SERVICES

2.1. Access to the Products and Services. Subject to Customer’s compliance with the terms of this Agreement, EagleView hereby grants to Customer the right to access and use the Products and Services identified on an Order Form(s) for its internal business purpose on a limited, revocable, non-exclusive, non-transferable basis in accordance with the scope of use identified in the Order Form. Unless a different term of the license grant to Products and Services is set forth in an Order Form, the right to access and use the Products and Services for its internal business purpose during the term of any Order Form(s) is the only right granted to Customer under this Agreement and any Order Form(s). EagleView will have no liability for any loss or damage arising from Customer’s failure to comply with the terms of this Agreement. EagleView will provide Customer a primary administrator Account for managing and granting access to its Authorized Users. Customer will be responsible for activating Authorized Users through use of the Account. Customer and its Authorized Users are responsible for maintaining the confidentiality of all passwords.

2.2. Access Restrictions. Access by Customer and its Authorized Users to the Products and Services is subject to the following conditions:

2.2.1. Customer will not access the Products and Services or Confidential Information of EagleView in a way that might adversely affect the security, stability, performance, or functions of the Products and Services.

2.2.2. Customer will not directly or indirectly: (a) resell or sublicense the Products and Services, (b) modify, disassemble, decompile, reverse compile, reverse assemble, reverse engineer, or translate any portion of the software related to the Products and Services; (c) create derivative works from the Products and Services; (d) use the Products and Services in violation of applicable law or the rights of others; (e) perform any vulnerability or penetration testing of the Products and Services; (f) cause harm in any way to the Products and Services or cause Malware to harm the Products and Services; (g) work around the Products and Services’ technical limitations; (h) remove any proprietary notices from the Products and Services, software related to the Products and Services, documentation or any other EagleView materials furnished or made available hereunder; (i) access the software related to the Products and Services in order to build a competitive product or service; or (j) copy any features, functions or graphics of the software related to the Products and Services.

2.2.3. Customer will not use the Products and Services in connection with any data that: (a) may create a risk of harm or loss to any person or property; (b) constitutes or contributes to a crime or tort; (c) is illegal, unlawful, harmful, pornographic, defamatory, infringing, or invasive of personal privacy or publicity rights; (d) contains any information that Customer does not have the right to use; or (e) use the Products and



Services, or any software or documentation related to the Products and Services, in violation of export control laws and regulations.

2.2.4. Customer and its Authorized Users shall only use the Products and Services for the use and purpose set out in this Agreement, and for no other purpose.

2.2.5. EagleView may suspend the Products and Services if EagleView determines, in its reasonable discretion, that suspension is necessary to protect Customer or the Products and Services from operational, security, or other material risk, or if the suspension is ordered by a court or other tribunal. In such event(s), EagleView will provide notice of suspension to Customer as soon as reasonably practicable.

2.3. Account Use. Customer is responsible for maintaining and keeping confidential its Account information, including passwords, usernames, and email addresses. If Customer becomes aware of: (i) any violation of the terms of this Agreement by an Authorized User or unauthorized access to an Account, or (ii) any compromise to an Account including unauthorized access to or disclosure of any Account information, passwords, usernames or login credentials, then Customer must promptly suspend any relevant access and notify EagleView.

2.4. Reservation of Rights. Except for the limited rights expressly granted herein, EagleView and its Affiliates retain all right, title and interest in all Intellectual Property Rights and technology related to EagleView's proprietary Products and Services. Customer will preserve and keep intact all EagleView copyright, patent, and/or trademark notices presented in connection with the Products and Services. Customer will not assert any implied or other rights in or to any of EagleView's Intellectual Property Rights or Products and Services. From time to time, Customer may provide suggestions, ideas, enhancement requests, or other information on its use of the Products and Services ("Feedback"). Customer agrees that EagleView will have all right, title, and interest to use such Feedback without any restrictions and without any payment or other compensation to Customer.

3. PAYMENT

3.1. Fees. Customer will pay the Fees within thirty (30) days of receipt of invoice. EagleView will have the right to assess a late payment charge on any overdue amounts equal to the lesser of: (i) one and one-half percent (1.5%) per month, or (ii) the maximum rate allowed by applicable law. Additional or different payment terms may be set forth in the Order Form. All Fees paid pursuant to this Agreement and any applicable Order Form are non-refundable and all Products and Services ordered pursuant to an Order Form are non-cancelable, unless expressly stated to the contrary in the Order Form. In the event that EagleView seeks legal recourse for the collection of any unpaid Fees from Customer, Customer will be responsible for all of EagleView's costs of such collection action if EagleView is the prevailing party. If any Fees are overdue by more than thirty (30) days, EagleView may, without limiting its other rights and remedies, suspend the Products and Services until such amounts are paid in full, provided that, EagleView will give Customer at least ten (10) days' prior notice that its account is overdue.

3.2. Intentionally Omitted.

3.3. Taxes. The Fees do not include any levies, duties excise, sales, use, value added or other taxes, tariffs, or duties that may apply to the Products and Services ("Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If EagleView has the legal obligation to collect Taxes from Customer, Customer will pay that amount to EagleView unless Customer provides EagleView with a valid tax exemption certificate authorized by the applicable taxing authority prior to billing. For clarity, EagleView is solely responsible for taxes assessable against it based on its income, property, and employees.

4. TERM AND TERMINATION

4.1. Term. The term of this Agreement will commence on January 13, 2026 through January 12, 2031 ("Term"). After expiration or early termination, Customer will not have any access to content or any Products and Services.



4.2. Termination; Suspension. Either Party may terminate this Agreement or any Order Form upon written notice to the other Party if: (i) the non-terminating Party materially breaches this Agreement or any Order Form and fails to cure such breach within thirty (30) days of delivery of written notice; or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors. EagleView may suspend access to the Products and Services in the event Customer is in material breach of this Agreement and such breach has not been cured within thirty (30) days' written notice to Customer. In the event of suspension due to Customer's material breach of this Agreement, Customer will remain liable for all Fees applicable to the Term that would have been paid had access to the Products and Services not been suspended.

4.3. Effect of Termination on Fees: EagleView Breach. In the event this Agreement is terminated by Customer for a material breach by EagleView, (a) where EagleView has fully delivered imagery to Customer, no refund of fees will be made, or (b) where Customer, at the time of termination, is accessing on-line imagery and data access and/or software related to any Products and Services, EagleView will refund any unused prorated, prepaid fees for the Products and Services.

4.4. Effect of Termination on Fees: Customer Breach. In the event this Agreement is terminated by EagleView for a material breach by Customer or due to section 4.2 (ii) applying, Customer will be responsible for all Fees and Taxes under any current Order Form(s).

4.5. Survival. Upon any expiration or termination of any Order Form or this Agreement, the following sections will survive with respect thereto: 2.4 (Reservation of Rights), 3 (Payment), 5 (Confidentiality), 7 (Indemnification), 8 (Limitation of Liability), and 9 (General Provisions).

5. CONFIDENTIALITY

5.1. Obligations. Each Party will hold the other Party's Confidential Information in confidence with at least as much care as it holds its own Confidential Information, and neither Party will disclose any of the other Party's Confidential Information to any third party. Each Party may use the Confidential Information solely for purposes of its performance under this Agreement, and may disclose such information to its employees, subcontractors and professional advisors only on a need-to-know basis, provided that such employees, subcontractors and professional advisors are bound by obligations of confidentiality at least as restrictive as those set forth in this Agreement.

5.2. Required Disclosure. The Recipient may disclose Confidential Information as required by court order, Freedom of Information Act request, or otherwise by law, provided that it gives the Discloser prior written notice of such disclosure (to the extent legally permitted) as well as reasonable assistance if Discloser seeks a protective order to prevent the disclosure. Any disclosure pursuant to this Section 5.2 will be restricted to include the least amount of Confidential Information necessary to comply with the law or order. All costs incurred by the Recipient in connection with complying with such order will be paid solely by the Recipient.

6. WARRANTIES

6.1. Mutual Warranties. Each Party represents and warrants to the other Party that: (i) it is an organization duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation, has all requisite power and authority to carry on its business and to own and operate its properties and assets; and (ii) the individual signing this Master Services Agreement and any Order Forms has the requisite authority to bind the party to this Agreement and the Order Form, respectively.

6.2. EagleView Warranty. EagleView warrants that (i) it will provide the Products and Services with commercially reasonable care and skill; and (ii) the Products and Services will conform to the then-current Documentation in all material respects. In the event of a breach of this warranty, Customer's sole and exclusive remedy will be as described in Section 4.3 Payments Upon Termination.

6.3. Disclaimer. EXCEPT FOR EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, EAGLEVIEW MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED IN FACT OR BY OPERATION OF LAW, OR STATUTORY, AS TO ANY MATTER



WHATSOEVER. EAGLEVIEW EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. EAGLEVIEW DOES NOT WARRANT THAT THE PRODUCTS AND SERVICES (INCLUDING ANY SUPPORT SERVICES) WILL BE ERROR FREE, WILL MEET CUSTOMER'S REQUIREMENTS, OR WILL BE TIMELY OR SECURE. CUSTOMER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATIONS OR WARRANTY ON BEHALF OF CUSTOMER TO ANY THIRD PARTY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PRODUCTS AND SERVICES AND SUPPORT SERVICES ARE PROVIDED "AS IS."

7. INDEMNIFICATION

7.1. EagleView Indemnification.

- a. General Hold Harmless.** EagleView shall indemnify and save harmless County and its officers, agents, and employees from third-party claims, suits, or actions brought for, or on account of, any of the following:
 - i. injuries to or death of any person, including EagleView or its employees/officers/agents; or
 - ii. damage to any property of any kind whatsoever and to whomsoever belonging;
 - iii. to the extent resulting from EagleView's negligence, willful misconduct, or recklessness in providing the Products and/or Services under the Agreement. However, EagleView's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be liable by reason of its own negligence or willful misconduct.
- b. Intellectual Property Indemnification.**

EagleView hereby certifies that it owns, controls, and retains all right, title, and/or interest in the Intellectual Property Rights it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and/or has the right to provide the Products and Services to County, except as otherwise noted by this Agreement.

EagleView shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the Products and/or Services provided under this Agreement infringe or violate any third-party's Intellectual Property Rights provided any such right is enforceable in the United States. Should the Products and/or Services under this Agreement become, or in EagleView's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, EagleView shall, at EagleView's option and expense, either: (i) procure for County the right to continue using the Products and/or Services without infringement; (ii) replace or modify the Products or Services so that they become non-infringing but remain functionally equivalent; or (iii) terminate this Agreement or any relevant Order Form and refund any prepaid, prorated fees for the remainder of the Term. The foregoing remedies constitute County's sole and exclusive remedies and EagleView's sole liability with respect to any third-party infringement claim.

Notwithstanding anything in this Section to the contrary, EagleView will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, EagleView) in such a way as to cause the alleged infringement at issue; (b) use of the Products and Services in combination with materials including software, hardware, or content not furnished by EagleView, or (c) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

EagleView's duty to defend, indemnify, and hold harmless under this Section 7.1 applies only provided that: (a) County notifies EagleView promptly in writing of any notice of any such third-party claim; (b) County cooperates with EagleView, at EagleView's expense, in all reasonable respects in connection with the investigation and defense



of any such third-party claim; (c) EagleView retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided EagleView shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld).

The duty of EagleView to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

7.2. Intentionally Omitted.

7.3. Customer Indemnification. Customer shall defend, indemnify, and hold harmless EagleView from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) to the extent arising out of Customer's breach of this Agreement. Customer's duty to defend, indemnify, and hold harmless under this Section 7.3 applies only provided that: (a) EagleView notifies Customer promptly in writing of any notice of any such third-party claim; (b) EagleView cooperates with Customer, at Customer's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Customer retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Customer shall not have the right to settle any criminal action, suit, or proceeding without EagleView's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on EagleView, impair any right of EagleView, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of EagleView without EagleView's prior written consent, not to be unreasonably withheld).

8. LIMITATION OF LIABILITY

8.1. Consequential Damages. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, DATA, PROFITS, REVENUE, OR GOODWILL, WHETHER AN ACTION IS BASED IN CONTRACT, TORT, OR OTHERWISE, REGARDLESS OF WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2. Limitation of Liability. EXCLUDING EITHER PARTY'S INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 7, TO THE EXTENT PERMITTED BY LAW, THE AGGREGATE AND CUMULATIVE LIABILITY OF EITHER PARTY INCLUDING ALL THEIR AFFILIATES REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) WILL IN NO EVENT EXCEED THE TOTAL AMOUNT OF FEES PAID AND PAYABLE BY CUSTOMER IN THE TWELVE MONTHS PRECEDING THE ACTIONS GIVING RISE TO THE CLAIM.

9. GENERAL PROVISIONS

9.1. Export Laws. The Products and Services and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. EagleView and Customer each represent that it is not named on any U.S. government denied-party list. Customer will not permit any user to access, use, export, reexport, or transfer, directly or indirectly, any Products and Services or content in a U.S.-embargoed country or region (including but not limited to Cuba, Iran, North Korea, Sudan, Syria, Crimea, or Russia) or in violation of any U.S. export law or regulation.

9.2. No Third-Party Beneficiaries. Except as specifically identified in this Agreement, nothing in this Agreement is intended to confer upon any person other than the Parties and their respective successors or permitted assigns, any rights, remedies, obligations, or liabilities whatsoever.

9.3. Independent Contractors. Nothing contained in this Agreement will be deemed or construed as creating a joint venture or partnership between any of the Parties hereto. Neither Party will have the power or authority to



control the activities or operations of the other. At all times, the status of the Parties will be that of independent contractors.

9.4. Force Majeure. Except with respect to Customer's payment obligations, each Party will be excused from performance under this Agreement, will not be deemed to be in breach hereof, and will have no liability to the other Party whatsoever if either party is prevented from performing any of its obligations hereunder, in whole or in part, as a result of a Force Majeure Event. A "Force Majeure Event" means an event or occurrence beyond the control of the nonperforming Party, such as an act of God or of the public enemy, embargo or other act of government in either its sovereign or contractual capacity, government regulation, travel ban or request, court order, civil disturbance, terrorism, war, quarantine restriction, epidemic, virus, fire, weather, flood, accident, strike, slowdown, delay in transportation, electrical power outage, interruption or degradation in electronic communications systems, inability to obtain necessary labor, materials or manufacturing facilities, and other similar events. In the event of any delay resulting from a Force Majeure Event, any date of delivery hereunder will be extended for a period equal to the time lost because of the delay.

9.5. Security Assessment. Upon reasonable request, EagleView will assist Customer in its EagleView security risk assessments by completing forms and providing reports that provide Customer with generally available information relating to EagleView's information security practices. Such information will include high level overviews of implemented security measures, such as access controls, encryption, or other means, where appropriate, and will provide details relating to how Customer's Confidential Information is disclosed, accessed, processed, and stored (as applicable).

9.6. Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other Party's prior written consent (not to be unreasonably withheld); provided, however, either Party may assign this Agreement in its entirety (including all Order Forms), without the other Party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

9.7. Governing Law. This Agreement will be governed by the laws of the state the Customer is located in without regard to conflict of law principles. The Parties agree that any claims, legal proceedings, disputes and litigation arising out of or in connection with this Agreement will be brought solely in the state or federal courts located in the jurisdiction in which the Customer is based.

9.8. Severability & Waiver. The failure of either Party to exercise any right or the waiver by either Party of any breach, will not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same, or any other provision of this Agreement. All waivers must be in writing and signed by the Party waiving its rights. If any section of this Agreement is held to be invalid or unenforceable, the remaining sections of this Agreement will remain in force to the extent feasible.

9.9. Notices. Notwithstanding anything to the contrary in this Agreement, notices and other communications may be given or made pursuant to this Agreement via electronic mail. Notwithstanding the foregoing, any notice concerning a material breach, violation, or termination hereof must be in writing and will be delivered: (a) by certified or registered mail; or (b) by an internationally recognized express courier or overnight delivery service. All written notices or other written communications to EagleView will be provided to the address listed above and addressed to: ATTENTION: LEGAL DEPARTMENT. All written notices to Customer will be sent to the address identified on the Order Form and addressed to the individual signing said Order Form and will be deemed to have been duly given when delivered personally, when deposited in the U.S. mail, certified or registered mail, or when deposited with an overnight courier or delivery service. With respect to notices and other communications regarding EagleView's privacy policy, support plan, or other similar provisions, such notices will be deemed given when posted to EagleView's website (www.eagleview.com) or e-mailed to the Customer's Account administrator(s).

9.10. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original and all of which together will constitute only one agreement. The execution and delivery of counterparts of this Agreement by electronic mail, electronic form (including execution by way of an electronic or other signature stamp), website submission, facsimile, or by original manual signature, regardless of



the means or any such variation in pagination or appearance will be binding upon the Parties executing this Agreement.

9.11. Order of Precedence. In the event of any conflict, or inconsistency among the terms and conditions contained in documents comprising the Agreement, such conflict or inconsistency shall be resolved according to the following order of precedence, with the first document listed having the highest precedence: any exhibits in the order of their attachment (for example, Exhibit A, then Exhibit B, etc.), the Order Form, and this Agreement.

9.12. Entire Agreement. This Agreement, along with the Order Form(s), and any attached exhibits, which are all incorporated into this Agreement by reference, contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. The Parties agree that any term or condition stated in a Customer purchase order is null and void. This Agreement may not be amended or modified except by mutual written agreement. In the event that any court holds any provision of this Agreement as null, void, or otherwise ineffective or invalid, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law, and the remaining provisions will remain in full force and effect. The unenforceability of any provision of this Agreement will not affect the validity of the remaining provisions hereof. A waiver by either Party of a breach or failure to perform hereunder will not constitute a waiver of any subsequent breach or failure.

[Signature page follows]



CUSTOMER	EAGLEVIEW
SAN MATEO COUNTY, CA	PICTOMETRY INTERNATIONAL CORP. DBA EAGLEVIEW
	a Delaware corporation
SIGNATURE:	SIGNATURE: <u>Robert Locke</u> Robert Locke (Nov 24, 2025 07:20:45 EST)
NAME:	NAME: Robert Locke
TITLE:	TITLE: President
EXECUTION DATE:	EXECUTION DATE: 11/24/2025

For County:

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

EXHIBIT A
AGREEMENT NON-STANDARD TERMS AND CONDITIONS

The terms and conditions of this Exhibit A include all mutually agreed upon changes to the terms and conditions of this Agreement. In the event of any conflict, or inconsistency among the terms and conditions contained in documents comprising the Agreement, such conflict or inconsistency shall be resolved according to the following order of precedence, with the first document listed having the highest precedence: any exhibits in the order of their attachment (for example, Exhibit A, then Exhibit B, etc.), the Order Form, and this Agreement.

The below provisions of the Master Services Agreement are modified as follows:

1. Section 3.2 (Pricing Changes) has been removed from this Agreement as shown in the body of this Agreement.
2. Section 7 (Indemnification) has been modified as shown in the body of the Agreement.

The below provisions are added to the Master Services Agreement as follows:

I. NOT-TO-EXCEED AMOUNT

In no event shall total payment for services under this Agreement exceed Two Hundred Ninety-Seven Thousand, Nine Hundred Twenty Dollars (\$297,920).

II. AVAILABILITY OF FUNDS

Notwithstanding anything in this Agreement to the contrary, in the event that the funds due for deliverables under the terms and conditions of this Agreement are not lawfully appropriated, the following provisions shall apply:

- a. County shall provide Contractor with written documentation of non-appropriation of funds from its funding source sixty (60) days prior to commencement of a subsequent imagery refresh;
- b. This Agreement shall remain in full force and effect, however commencement of the subsequent imagery refresh shall be deemed postponed until such time as funds for the subsequent imagery refresh have been appropriated and all other sums due under the terms and conditions of this Agreement have been paid by County. In the event that the postponement exceeds eighteen months, Contractor reserves the right to terminate any and all obligations with respect to the postponement and all subsequent deliverables included in this Agreement; and
- c. If County, or any party authorized under the terms and conditions of this Agreement to use the licensed products set forth in Exhibit A, is in possession of licensed products for which Contractor has not been fully compensated in accordance with the payment terms of this Agreement, County or such authorized party shall immediately cease use of those licensed products, purge those licensed products from all County and authorized party computers, and return those licensed products to Contractor.

III. COMPLIANCE WITH LAWS

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, regulations, and executive orders, including but not limited to Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification



regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law, regulation, or executive order, the requirements of the applicable law, regulation, or executive order will take precedence over the requirements set forth in this Agreement.

IV. NON-DISCRIMINATION/EQUAL BENEFITS

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

Violation of the non-discrimination provisions of this agreement shall be considered a breach of this agreement and subject the contractor to penalties, to be determined by the County Executive, including but not limited to the following:

- (i) Termination of this agreement;
- (ii) Disqualification of the Contractor from proposing for or being awarded a County contract for a period of up to three (3) years;
- (iii) Liquidated damages of two thousand five hundred dollars (\$2,500.00) per violation; and
- (iv) Imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County shall have the authority to set off all or any portion of the amount described in this paragraph against amounts due to contractor under this agreement or any other contract between contractor and County.

Contractor shall also report to the County the filing by any person in any court any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation of allegations of discrimination within seventy-five (75) days of such filing, provided that within such seventy-five (75) days such entity has not notified contractor that such charges are dismissed or otherwise unfounded. Such notification to County shall include a general description of the allegations and the nature of specific claims being asserted. Contractor shall provide County with a statement regarding how it responded to the allegations within sixty (60) days of its response and shall update County regarding the nature of the final resolution of such allegations.

V. EMPLOYEE JURY SERVICE

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter



2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

VI. COMPLIANCE WITH LIVING WAGE ORDINANCE

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance. Capitalized terms in this Section VI shall have the meanings as ascribed to them under Chapter 2.88 of the San Mateo County Ordinance Code.

VII. ELECTRONIC SIGNATURE

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

VIII. INSURANCE

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

i. Comprehensive General Liability...	\$1,000,000
ii. Motor Vehicle Liability Insurance...	\$1,000,000
iii. Professional Liability.....	\$1,000,000

iv. Cyber Liability..... \$5,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

IX. PREVAILING WAGE

When applicable, Contractor hereby agrees to pay not less than prevailing rates of wages and be responsible for compliance with all the provisions of the California Labor Code, Article 2-Wages, Chapter 1, Part 7, Division 2, Section 1770 et seq. A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the Director of Public Works, and available at www.dir.ca.gov/DLSR or by phone at 415-703-4774. California Labor Code Section 1776(a) requires each contractor and subcontractor keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request. Additionally,

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

X. CALIFORNIA PUBLIC RECORDS ACT

Nothing in this Agreement shall prevent Customer from complying with legal obligations to disclose information pursuant to the California Public Records Act, (California Government Code section 7920.000 et seq.), a valid subpoena or court order, or other applicable legal authority.

XI. LEVINE ACT COMPLIANCE

Contractor certifies and warrants that Contractor has fully complied, and will remain in full compliance, with all applicable requirements of the Levine Act in connection with this Agreement, including making any required disclosures of campaign contributions to County Officers, which includes but may not be limited to elected County Officers. Elected County Officers include members of the San Mateo County Board of Supervisors, as well as the Assessor-County Clerk-Recorder, Controller, Coroner, District Attorney, Sheriff, and Tax Collector-Treasurer. Any campaign contribution required to be disclosed under the Levine Act in connection with this Agreement shall be disclosed on the disclosure form provided by the County of San Mateo Levine Act Disclosure Form, a copy of which is available from the County upon request.

ORDER FORM

CUSTOMER NAME:	San Mateo County, CA
ORDER FORM TERM (DURATION):	5 year(s)
ORDER FORM EFFECTIVE DATE:	
MASTER SERVICES AGREEMENT EFFECTIVE DATE: This Order Form is governed by the terms and conditions of the Master Services Agreement with the effective date listed between Pictometry International Corp. dba EagleView and San Mateo County, CA.	

ORDER #
LC-10008977

BILL TO
San Mateo County, CA
Rumika Chaudhry
455 County Center
Redwood City, California 94063
(650) 599-7241
rchaudhry@smcgov.org

SHIP TO
San Mateo County, CA
Rumika Chaudhry
455 County Center
Redwood City, California 94063
(650) 599-7241
rchaudhry@smcgov.org

CUSTOMER ID	SALES REP	REFRESH FREQUENCY
A1278360	Arjun Cardoza	Biennial

3" Certified Ortho and Oblique Specification

3" Ortho Frame Delivery	Nominal 3" GSD ortho imagery, Imagery as good as 1.2" and no worse than 3" Orthomosaic Resolution: 3" GSD (Best Available Provided)
3" Oblique Imagery	Nominal 2.6" GSD oblique imagery ranging from 1.7" to 3.5" GSD oblique imagery. Where available fully automated photogrammetric mosaiced imagery. Imagery may contain seamlines.
Horizontal Accuracy	Absolute Horizontal Accuracy: - Produced to meet ASPRS Horizontal Accuracy Standards of ≤ 3 pixel RMSE_{x, y} - Optional 2 pixel RMSE_{x, y} (where available)
Orthomosaic Content Specifications	- Seam Artifacts - There will be no obvious seam edges between two adjacent orthophotos - Orthomosaic will have edits to eliminate feature misalignment caused by seamlines which pass through features above the elevation surface including roads. Feature alignment across seamlines will be 3px or better. - Building and Bridge Lean - Correction of bridges - Correction of major buildings obstructing roadways *Exceptions may include residential buildings and industrial complexes - Produced in accordance with USGS and ASPRS standards

<i>Metadata and Reporting</i>	Metadata: • Metadata generated that meets FGDC Standards, upon request • Shapefile(s) with discrete deliverable boundaries and directional metadata
3" Frequent Ortho Specification	
<i>3" Frequent Capture Ortho Frame</i>	3" Ground Sample Distance (GSD) Ortho Frame Imagery: 2.0-2.8" GSD
<i>Orthomosaic Content Specifications</i>	• Fully automated photogrammetric orthomosaic. Imagery may contain seamlines • Project-wide color and contrast balancing
<i>Horizontal Accuracy</i>	Produced to meet ASPRS Positional Accuracy Standards for Digital Geospatial Data (2014) for a 40 cm RMSE _x / RMSE _y Horizontal Accuracy Class which equates to Positional Horizontal Accuracy = +/- 100 cm at a 95% confidence level.
<i>Metadata and Reporting</i>	Metadata: • Metadata generated that meets FGDC Standards, upon request • Shapefile(s) with discrete deliverable boundaries and directional metadata

The EagleView Cloud Explorer, the Contractor's imagery and software platform, includes access to imagery (3" GSD oblique), precise measurements, and analysis tools.

EagleView Cloud Explorer features for County users includes:

View Aerial Imagery

- View overhead ortho and side-facing oblique images from a desired location.
- Access available historical imagery by selecting any previous flights on our timeline.
- Pan the current image to view the surrounding area or view a location from different directions with a single click. View more images captured from the same direction within our expansive thumbnail gallery.
- Zoom in or out to show a world view, a particular country, city, community, or neighborhood. Oblique images show neighborhoods and communities in great detail.
- Display images in two panes simultaneously (Dual Pane mode) and choose when to synchronize images in the two panes.
- Review Early Access imagery only a few days after image capture.

Search for Images and GIS Data

- Search unique criteria like address, landmark name, city, or country or search by geographic coordinates (latitude, longitude).
- Search for text and data within GIS layers.

Analyze Images with Measurement Tools

- Measure distance, height, area, elevation, slope, bearing and more.
- Save and edit measurements (for example: move points, add points, move an entire measurement, or change units of measure).

Annotate Images

- Annotate images with text, lines, circles, polygons, or markers (icons).



- Select annotation properties before or after creation.

Overlay GIS Layers

- Overlay images with available GIS data, including layers published through Esri REST map and feature services.
- Turn layers on or off (including contour lines and street names).
- Group, reorder, and rename layers in the list for easier access.
- Customize the density and colors of elevation contour lines.
- Perform a spatial search using the identify tool to highlight areas of important GIS data

Export Images

- Export the image shown in the image pane as a PDF or as a graphics file (in JPEG, PNG formats).

Set User Preferences

- Set application preferences on a per-user basis.

REFRESH 1		
QTY	PRODUCT NAME	PRODUCT DESCRIPTION
584	EagleView Cloud - Imagery - 3in - Certified	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Each refresh upgraded to include a certified orthomosaic produced in accordance with state and local requirements. Certified ortho also includes the application of visual improvements to customers' orthomosaic imagery. Services term commences on date of activation.
1	EagleView Cloud - Physical Delivery - Ortho & Oblique Frames - 3in	Provides an offline copy of the individual ortho and oblique image frames in Pictometry Warehouse format at the GSD specified in imagery refresh. Delivery includes one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of one years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.
1	EagleView Cloud - Physical Delivery - Orthomosaic - 3in	Provides an offline copy of the orthomosaic tiles and mosaics at the GSD specified in the EagleView Cloud once per refresh. Files to be provided in industry standard formats selectable by the customer with delivery made via online download or physically via a hard drive media.
1	Eagleview Cloud - Software - Plus	Provides an unlimited number of authorized users the ability to login and access the EagleView Cloud software and analytics via the web-based EagleView Cloud platform. This software provides a robust compliment of tools for engaging with imagery as well as additional project and collaboration tools, and access to mobile application. Requires the purchase of an EagleView - Imagery entitlement.
1	EagleView Cloud - Authorized Subdivisions	Extends the ability for a contracting county or non-state consortium of counties the ability to authorize access to their EagleView Cloud organization to any political unit or subdivision located totally or substantially within their boundary.
1	EagleView Cloud - Comprehensive Integration Bundle	Provides activation of integrations between the EagleView Cloud platform and compatible customer environments (including compatible CAMA providers, 911/PSAP, Cityworks, and ESRI/GIS) and via the Integrated Web Application.

1	EagleView Cloud - Early Access	Provides entitlement to imagery from counties neighboring the imagery AOI as part of EagleView Cloud. Also provides entitlement to Early Access to refreshed imagery captures which allows authorized users to use new imagery immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available incrementally as it is processed, and it will remain available until final, fully processed imagery is made available through other means.
1	EagleView Cloud - Disaster Response Program	Includes access to the EagleView Disaster Response Program which offers flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.
7	EagleView Cloud - Capture History	Includes access to historical ortho and oblique frame imagery from the EagleView archive. Quantity represents the number of calendar years of archive imagery available in EagleView Cloud.

REFRESH 2		
QTY	PRODUCT NAME	PRODUCT DESCRIPTION
584	EagleView Cloud - Imagery - 3in - Frequent Ortho - 6k Feet	Provides entitlement to additional frequent ortho imagery refreshes at the frequency specified.
1	EagleView Cloud - Physical Delivery - Orthomosaic - 3in	Provides an offline copy of the orthomosaic tiles and mosaics at the GSD specified in the EagleView Cloud once per refresh. Files to be provided in industry standard formats selectable by the customer with delivery made via online download or physically via a hard drive media.
1	Eagleview Cloud - Software - Plus	Provides an unlimited number of authorized users the ability to login and access the EagleView Cloud software and analytics via the web-based EagleView Cloud platform. This software provides a robust compliment of tools for engaging with imagery as well as additional project and collaboration tools, and access to mobile application. Requires the purchase of an EagleView - Imagery entitlement.
1	EagleView Cloud - Authorized Subdivisions	Extends the ability for a contracting county or non-state consortium of counties the ability to authorize access to their EagleView Cloud organization to any political unit or subdivision located totally or substantially within their boundary.
1	EagleView Cloud - Comprehensive Integration Bundle	Provides activation of integrations between the EagleView Cloud platform and compatible customer environments (including compatible CAMA providers, 911/PSAP, Cityworks, and ESRI/GIS) and via the Integrated Web Application.
1	EagleView Cloud - Disaster Response Program	Includes access to the EagleView Disaster Response Program which offers flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.
7	EagleView Cloud - Capture History	Includes access to historical ortho and oblique frame imagery from the EagleView archive. Quantity represents the number of calendar years of archive imagery available in EagleView Cloud.

REFRESH 3		
QTY	PRODUCT NAME	PRODUCT DESCRIPTION
584	EagleView Cloud - Imagery - 3in - Certified	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Each refresh upgraded to include a certified orthomosaic produced in accordance with state and local requirements. Certified ortho also includes the application of visual improvements to customers' orthomosaic imagery. Services term commences on date of activation.
1	EagleView Cloud - Physical Delivery - Ortho & Oblique Frames - 3in	Provides an offline copy of the individual ortho and oblique image frames in Pictometry Warehouse format at the GSD specified in imagery refresh. Delivery includes one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of one years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.
1	EagleView Cloud - Physical Delivery - Orthomosaic - 3in	Provides an offline copy of the orthomosaic tiles and mosaics at the GSD specified in the EagleView Cloud once per refresh. Files to be provided in industry standard formats selectable by the customer with delivery made via online download or physically via a hard drive media.
1	Eagleview Cloud - Software - Plus	Provides an unlimited number of authorized users the ability to login and access the EagleView Cloud software and analytics via the web-based EagleView Cloud platform. This software provides a robust compliment of tools for engaging with imagery as well as additional project and collaboration tools, and access to mobile application. Requires the purchase of an EagleView - Imagery entitlement.
1	EagleView Cloud - Authorized Subdivisions	Extends the ability for a contracting county or non-state consortium of counties the ability to authorize access to their EagleView Cloud organization to any political unit or subdivision located totally or substantially within their boundary.
1	EagleView Cloud - Comprehensive Integration Bundle	Provides activation of integrations between the EagleView Cloud platform and compatible customer environments (including compatible CAMA providers, 911/PSAP, Cityworks, and ESRI/GIS) and via the Integrated Web Application.
1	EagleView Cloud - Early Access	Provides entitlement to imagery from counties neighboring the imagery AOI as part of EagleView Cloud. Also provides entitlement to Early Access to refreshed imagery captures which allows authorized users to use new imagery immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available incrementally as it is processed, and it will remain available until final, fully processed imagery is made available through other means.
1	EagleView Cloud - Disaster Response Program	Includes access to the EagleView Disaster Response Program which offers flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.
7	EagleView Cloud - Capture History	Includes access to historical ortho and oblique frame imagery from the EagleView archive. Quantity represents the number of calendar years of archive imagery available in EagleView Cloud.



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REFRESH 4		
QTY	PRODUCT NAME	PRODUCT DESCRIPTION
584	EagleView Cloud - Imagery - 3in - Frequent Ortho - 6k Feet	Provides entitlement to additional frequent ortho imagery refreshes at the frequency specified.
1	EagleView Cloud - Physical Delivery - Orthomosaic - 3in	Provides an offline copy of the orthomosaic tiles and mosaics at the GSD specified in the EagleView Cloud once per refresh. Files to be provided in industry standard formats selectable by the customer with delivery made via online download or physically via a hard drive media.
1	Eagleview Cloud - Software - Plus	Provides an unlimited number of authorized users the ability to login and access the EagleView Cloud software and analytics via the web-based EagleView Cloud platform. This software provides a robust compliment of tools for engaging with imagery as well as additional project and collaboration tools, and access to mobile application. Requires the purchase of an EagleView - Imagery entitlement.
1	EagleView Cloud - Authorized Subdivisions	Extends the ability for a contracting county or non-state consortium of counties the ability to authorize access to their EagleView Cloud organization to any political unit or subdivision located totally or substantially within their boundary.
1	EagleView Cloud - Comprehensive Integration Bundle	Provides activation of integrations between the EagleView Cloud platform and compatible customer environments (including compatible CAMA providers, 911/PSAP, Cityworks, and ESRI/GIS) and via the Integrated Web Application.
1	EagleView Cloud - Disaster Response Program	Includes access to the EagleView Disaster Response Program which offers flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.
7	EagleView Cloud - Capture History	Includes access to historical ortho and oblique frame imagery from the EagleView archive. Quantity represents the number of calendar years of archive imagery available in EagleView Cloud.

In consideration of the products and services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

FEES

Due on February 15, 2026	\$59,584.00
Due on February 15, 2027	\$59,584.00
Due on February 15 2028	\$59,584.00
Due on February 15, 2029	\$59,584.00
Due on February 15, 2030	\$59,584.00

PRODUCT PARAMETERS

Disaster Response Program ("DRP")

This Exhibit A includes eligibility for the DRP described below so long as the County remains under an active services agreement and in good standing with the Contractor. Imagery captured through DRP will be captured "as-is".

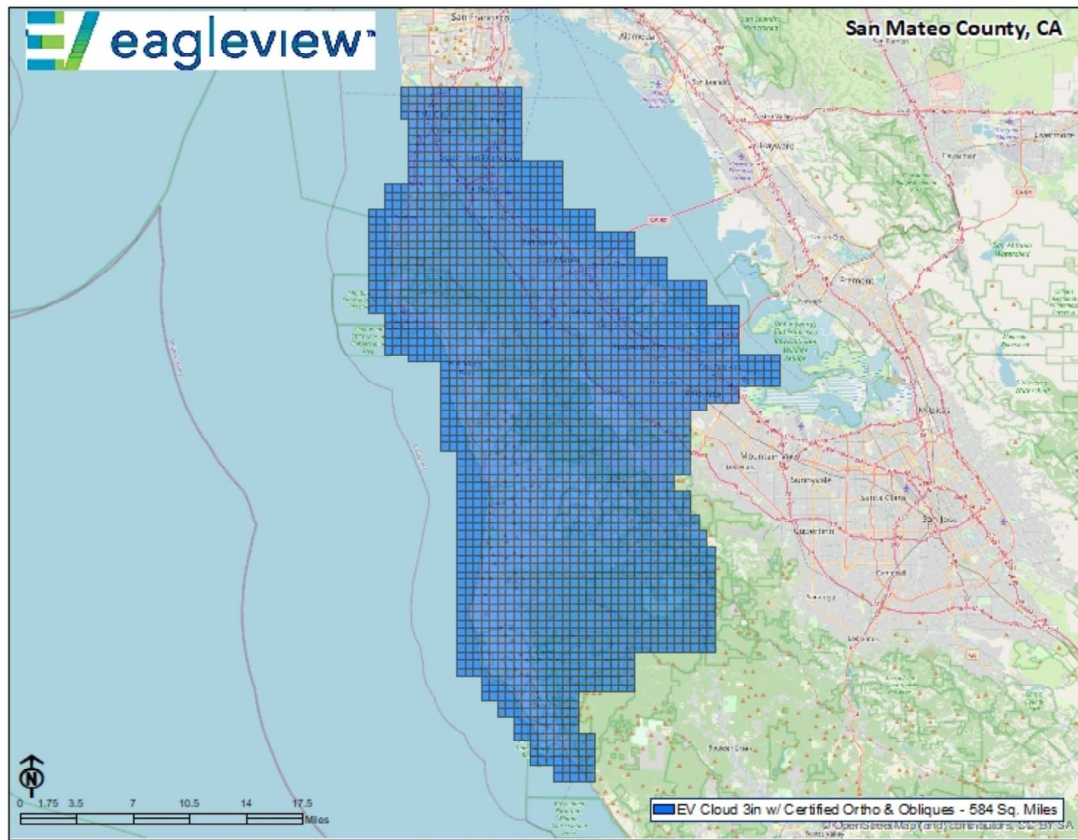


- a. Disaster Coverage Imagery at No Additional Charge – the Contractor will, upon request of the County and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by the Contractor) upon the occurrence of any of the following events during any period the County is eligible for DRP:
 - Hurricane: areas affected by hurricanes of Category 2 and higher.
 - Tornado: areas affected by tornados rated EF4 and higher.
 - Terrorist: areas affected by damage from terrorist attack.
 - Earthquake: areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
 - Tsunami: areas affected by damage to critical infrastructure resulting from tsunamis.
 - Flood: areas affected by flooding that include appraisable structures at a density of 100 structures per square mile or greater
 - Wildfire: areas affected by wildfire that include appraisable structures at a density of 100 structures per square mile or greater
- b. Discounted Rate – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to the Contractor's resource availability, offered to the County at the rate of \$135 per square mile. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale, flooding meeting or exceeding the major flood stage, wildfires impacting population centers, or other disasters as agreed to between the County and the Contractor, will be, subject to the Contractor's resource availability, offered to the County at the then current DRP rates.
- c. Once the County confirms the desire to pursue DRP capture, and capture conditions are favorable, the Contractor will make commercially reasonable efforts to have an aircraft onsite within one week of meeting those two conditions. When capture is complete, commercially reasonable efforts will be made to deliver all imagery to the County within two weeks.

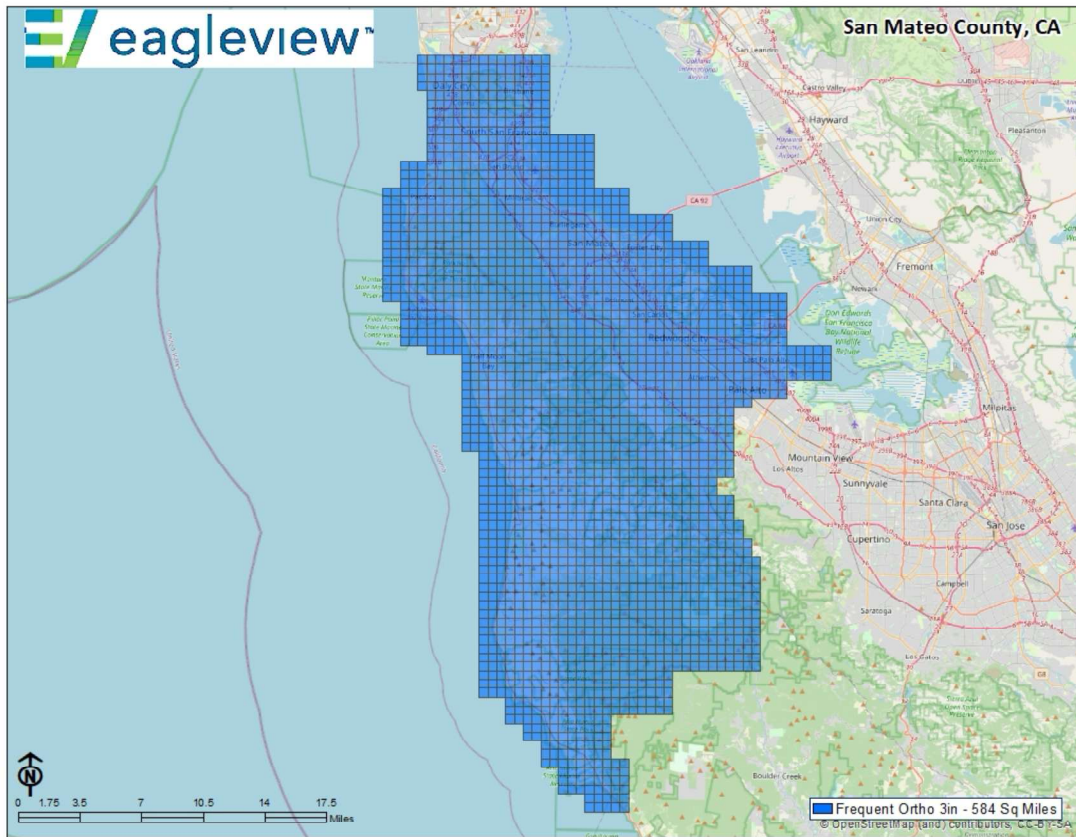
Delivered Copies of Orthogonal Imagery

The County shall own the copies of the orthogonal imagery delivered to the County by the Contractor pursuant to this Exhibit A. The Contractor shall own all copies of the orthogonal imagery, including all formats in which such copies are maintained (including, but not limited to, electronic), that remain in the Contractors possession and reserves all rights thereto. All inventions, discoveries, improvements, technology, designs, works of authorship, patents, copyrights, technical information, data, databases, software, business information, and other information used to create the orthogonal imagery remain the sole and exclusive property of the Contractor. All oblique imagery, software, online services and online content, or other deliverables not specifically mentioned above which are produced by the Contractor pursuant to this Order Form remain the sole and exclusive property of the Contractor.

AOI(S) IF APPLICABLE



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



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

SERVICE LEVELS

I. Services Availability

- Subject to the terms of the Agreement, Contractor will monitor the Services three hundred sixty-five (365) days per year, seven (7) days per week and twenty-four (24) hours per day, excluding holidays and any other days as specified by EagleView. EagleView will be closed for business on the following days or any additional days as determined by EagleView:
 - New Years' Day
 - Martin Luther King Day
 - Memorial Day
 - Juneteenth
 - Independence Day
 - Labor Day
 - Thanksgiving Day
 - The day after Thanksgiving
 - Christmas Day
- **Scheduled Downtime.** Contractor shall provide at least seven (7) day advance notice to the County of any anticipated Scheduled Downtime Periods for routine system maintenance to the Services. "Scheduled Downtime" means any scheduled Services unavailability as communicated to the County, which may include without limitation scheduled maintenance, upgrades of hardware or software, or

upgrades to increase storage capacity. Scheduled downtime should not occur during business hours. Business hours will generally refer to Monday – Friday, 5:30 a.m.- 5:30 p.m. Pacific Standard Time (PST), excluding the aforementioned holidays and unless otherwise specified by Contractor.

- **Outage.** An Outage is defined as a period of time during which the Services fail to provide or perform its primary function to all or a large group of users, including being not available to the County, or it has been affected by a non-recoverable error, or the response time is so slow that it is not practical for the Services to be used. An Outage could also mean that Services contracted for between the Contractor and the County are unavailable.

An Outage is considered resolved at the time that Contractor has finished investigating the problem and Contractor has advised that the Services are operational again.

The length of the Outage is determined and calculated on a per-occurrence basis, commencing upon the Contractor's initial awareness of an Outage and ending when the Service has been restored. Contractor shall use commercially reasonable efforts to resolve an Outage as quickly and efficiently as possible. Contractor shall act with due diligence and in good faith to restore normal operations within the shortest feasible time, considering the nature and severity of the Outage, available resources, and any other practical limitations.

II. Process of Reporting and Outage

When the County believes that an Outage has occurred, the County will make reasonable efforts to report such Outage to the Contractor no later than the next business day after the County becomes aware that an Outage occurred, and the County will report the nature and time of the believed Outage to the Contractor.

For the avoidance of any doubt, the County will be able to report its belief that an Outage may have occurred to the Contractor during the business hours provided in Section I via the Contractor contacts specified in the Contractor's Escalation Contact Information below.

III. Process for Incident Response and Resolution

In the event that the County requires technical or product support, the County shall notify the Contractor Escalation Contact provided in Section V and Contractor will escalate through its internal ticketing system to any additional teams (e.g., product support or engineering support) as needed. Contractor will make commercially reasonable efforts to respond and resolve support requests in a timely manner and shall use its incident management notification system to notify the County on the status of any support requests.

IV. Exclusions

The Contractor's support obligations do not include training for the County in the use, management or administration of the Services, the client implementation or any other products or services or management of the County's day-to-day operational issues such as: (i) software and system configuration, (ii) monitoring and maintaining its hardware, network and third party software; and (iii) performing necessary backups.

In addition, the Contractor shall not be obligated to fix any problem with the Services under any of the following circumstances:

- a. The County has used the Services other than for the purposes allowed in this Agreement;
- b. The County has altered, damaged or modified the Services or incorporated it into other software, in a manner not approved by the Contractor; or
- c. The problem was caused by the County's or a third party's software or equipment other than as specified in this Agreement or the Documentation.

V. Escalation Contact Information

The County acknowledges and agrees that the escalation contact is always the first point of contact for reporting Incidents. The Contractor staff answering that line will escalate issues internally as appropriate.

Severity Notification/Escalation Contact Information:



Contact Person	Contractor Contact Information
Escalation Contact:	Phone: (855) 337-1526 Email: customersupport@eagleview.com

VI. Remedy

The provisions under this section shall not preclude the County from declaring a material breach and seeking all available remedies by law or by Contract.

[Signature page follows]



This Order Form is incorporated by reference into the Master Services Agreement between EagleView and Customer.

CUSTOMER	EAGLEVIEW
SAN MATEO COUNTY, CA	PICTOMETRY INTERNATIONAL CORP. DBA EAGLEVIEW
	a Delaware corporation
SIGNATURE:	SIGNATURE: <u>Robert Locke</u> Robert Locke (Nov 24, 2025 07:20:45 EST)
NAME:	NAME: Robert Locke
TITLE:	TITLE: President
EXECUTION DATE:	EXECUTION DATE: 11/24/2025

For County:

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board