



<b>AUTHORIZED GSA PRICE LIST</b>	<b>CONTRACT GS-35F-0801N</b>
<b>(INCLUDES MODIFICATION PO-0006)</b>	

AUTHORIZED FEDERAL SUPPLY SERVICE  
 INFORMATION TECHNOLOGY SCHEDULE PRICELIST  
 GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY  
 EQUIPMENT, SOFTWARE AND SERVICES

Pictometry is a revolutionary digital imaging system and software program that maps each pixel of a digital image both Oblique and Nadir (straight down) to actual geographic coordinates. It allows all features in an image to be easily located and accurately measured. It is the most efficient and cost effective way to perform field study observations using high quality images. This contract is for term software licenses for Standard Image Sectors which includes installation, initial training, support, and initial implementation telephone support and optional Oblique/Orthogonal/Re-shoots.

- SIN 132-32 - TERM SOFTWARE LICENSES
- SIN 132-33 – PERPETUAL SOFTWARE LICENSES
- FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE
- Large Scale Computers
  - Application Software
  - Utility Software

- NIACS 511210, SIC 7372 Applications software, computer, packaged
- NIACS 541519, SIC 7379 Software installation services, computer
- NIACS 611420, SIC 8243 Software application training

**PICTOMETRY INTERNATIONAL CORP**

100 TOWN CENTRE DRIVE  
 ROCHESTER, NY 14623-4260  
 585-486-0093

[www.pictometry.com](http://www.pictometry.com)

**Contract Number: GS-35F-0801N**

**Period Covered by Contract: July 24, 2003 through July 22, 2018**

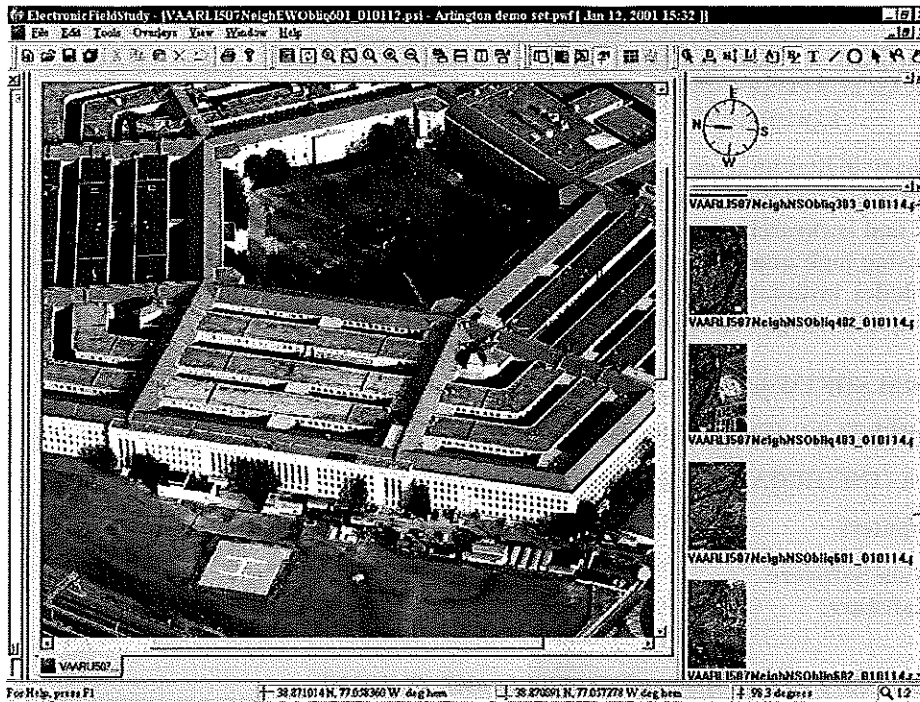
General Services Administration

Federal Supply Service

Pricelist current through Modification PS-0011 dated 04/03/2012.

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Supply Service's Home Page via the Internet at <http://www.fss.gsa.gov/>.

**Illustration of a Typical Pictometry Electronic Field Study Software Window**



**Table of Contents**

	<u>Page</u>
Information For Ordering Offices	3
Grant of License	11
Price List	22
Blanket Purchasing Agreement	29
Contractor Team Arrangements	31



INFORMATION FOR ORDERING OFFICES  
APPLICABLE TO ALL SPECIAL ITEM NUMBERS

**SPECIAL NOTICE TO AGENCIES: Small Business Participation**

SBA strongly supports the participation of small business concerns in the Federal Supply Schedules Program. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micro purchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service ([www.fss.gsa.gov](http://www.fss.gsa.gov)). The catalogs/pricelists, GSA Advantage!™ and the Federal Supply Service Home Page ([www.fss.gsa.gov](http://www.fss.gsa.gov)) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micro purchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

**1. GEOGRAPHIC SCOPE OF CONTRACT:**

Continental United States, Alaska, Hawaii, Puerto Rico and District of Columbia

**2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:** Contractors are required to accept the Government purchase card for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Government purchase cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

**Ordering Address - Mail:**

Pictometry International Corp.  
100 Town Centre Drive  
Rochester, NY 14623-4260

**Ordering Telephone Number - Facsimile:**

585-486-0098

**Payment Address:**

Pictometry International Corp.  
100 Town Centre Drive  
Rochester, NY 14623-4260



The following telephone number(s) can be used by ordering agencies to obtain technical and/or ordering assistance: 585-486-0093 or 888-771-9714.

**3. LIABILITY FOR INJURY OR DAMAGE**

The Contractor shall not be liable for any injury to Government personnel or damage to Government property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

**4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE (Completion of Standard Form 279):**

- Block 9: G. Order/Modification Under Federal Schedule
- Block 16: Data Universal Numbering System (DUNS) Number: 967973769
- Block 30: Type of Contractor - **B. Other Small Business**
- Block 31: Woman-Owned Small Business - **No**
- Block 36: Contractor's Taxpayer Identification Number (TIN): 16-1595473

- 4a. CAGE Code: 3C358
- 4b. Contractor has registered with the Central Contractor Registration Database.

**5. FOB Destination**

**6. DELIVERY SCHEDULE**

a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-32	60 days from date of last image capture
132-33	60 days from date of last image capture

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.



**7. DISCOUNTS:** Prices shown are NET Prices; Basic Discounts have been deducted.

a. Prompt Payment: 0%

Note: For full county purchase payment is due in two equal annual payments. If the entire payment is made up front, a 2% discount will be applied to the second installment.

b. Quantity: None

c. Dollar Volume: Contract Modification PO-0001 BPA Plan - Pictometry International will offer discounts to Federal Agencies willing to enter into a signed Blanket Purchasing Agreement for access to images already stored in the Pictometry Image Library. Prices are for images on a per-county area basis. The following discounts are available:

1 to 10 counties	66.6% off GSA net price
11 to 50 counties	75.0% off GSA net price
Over 50 counties	80.0% off GSA net prices

d. Government Educational Institutions receive the same discounts as all other government customers.

e. Other: None

**8. TRADE AGREEMENTS ACT OF 1979, as amended:**

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

**9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING: N/A**

**10. SMALL REQUIREMENTS:** The minimum dollar value of orders to be issued is \$100.

**11. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)**

a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

- Special Item Number 132-32 - Term Software Licenses
- Special Item Number 132-33 - Perpetual Software Licenses

Note: Maximum Orders do not apply to Special Item Numbers 132-12 Maintenance and Repair Service (except for Repair Parts/Spare Parts) or 132-34 Maintenance of Software.

**12. ORDERING PROCEEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS**

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.



- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

**13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS:** Federal departments and agencies acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering offices, shall be responded to promptly by the Contractor.

**13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):** Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

**13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):** Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Supply Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

**14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)**

- (a) **Security Clearances:** The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) **Travel:** The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) **Certifications, Licenses and Accreditations:** As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

**15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES:** Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)

**16. GSA Advantage!**

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.fss.gsa.gov/>.

## 17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract.

For administrative convenience, an ordering office contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering office contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

## 18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

## 19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

N/A

Upon request of the Contractor, the Government may provide the Contractor with logistics support, as available, in accordance with all applicable Government regulations. Such Government support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

## 20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the





discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

## 21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Contractor's Reports of Sales and 552.238-76, Industrial Funding Fee, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

## 22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract; however, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The requisitioning activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

## 23. SECTION 508 COMPLIANCE.

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following: Not Applicable

## 24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of a Federal Agency, shall follow the terms of the applicable schedule and authorization and include with each order –

- (a) A copy of the authorization from the Agency with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- (b) The following statement:

This order is placed under written authorization from \_\_\_\_\_ dated \_\_\_\_\_. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

## 25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997) (FAR 52.228-5)

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective

- (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
- (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

## 26. SOFTWARE INTEROPERABILITY.

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

## 27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

**TERMS AND CONDITIONS APPLICABLE TO  
TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32),  
PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND  
MAINTENANCE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE  
COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE**

### 1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any software that has been tendered for acceptance. The Government may require repair or replacement of nonconforming software at no increase in contract price. The Government must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

## 2. GUARANTEE/WARRANTY

- a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. **Limitation of Liability.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

GRANT OF LICENSE: Intending to be legally bound, Pictometry and the Licensee (each a "party") hereby agree:

Definitions - As used herein, the following words, phrases, or terms in this Agreement shall have the following meanings:

"Images" namely georeferenced images of land some of which Pictometry will make with its proprietary systems prior to delivery and some of which it has or may acquire rights to use from others, Pictometric Images, and Electronic Photo Images which do not have the georeferencing data,

"Geographic Data" ("Geo Data") is the data supplied by Pictometry that is associated with Images and allows those Images to be georeferenced.

"Software" namely certain proprietary computer runtime executable files, one part of which is referred to as the Electronic Field Study software (the "EFS"), and the other part of which is referred to as the Client Image Warehouse software ("CIW"), which can be used to access and display the Images; and

"Documentation" comprised of written and/or electronic materials containing instructions and other information related to the use of the Images and the Software.

"Electronic Field Study" ("EFS") A proprietary software package that allows for the display and analysis of Pictometric Images.

"Client Image Warehouse" ("CIM") A hierarchical storage system of Pictometric images that allows fast, random access by geo-location.

"Pictometric Image" means orthogonal and oblique digital images, automatically captured and geo-referenced from airborne platforms using Pictometry's patented and proprietary hardware and software capture system.

"Electronic Photo Image" Orthogonal and oblique digital images, automatically captured from airborne platforms using Pictometry's patented and proprietary hardware and software capture system but without geo-referencing.

"Image Sector" A portion of an image collection project defined as approximately one square mile in area.

"Community Images" ("CI") A set of three images, each covering the entire sector; one from directly overhead, and two from different oblique angles.

"Neighborhood Images" ("NI") A set of fifty overlapping, oblique images blanketing the entire sector, providing for a higher degree of detail.

## INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP



Licensed Products. The parties acknowledge and agree that Pictometry shall have and retain sole and exclusive ownership and all right, title, and interest in and to all Licensed Images Licensed Geo Data, Licensed Software, and Licensed Documentation and all copyrights, patents, and other proprietary rights in or associated with each of the Licensed Products (hereinafter the "Proprietary Rights"). Licensee agrees: (a) that it will not, during or after the term of the License, assert or claim any interest in, or do anything directly or indirectly that may adversely affect the validity of or infringe any Proprietary Right, (b) that it will use reasonable efforts to protect the Proprietary Rights and to cooperate in Pictometry's efforts to protect them, including placing maintaining all copyright notices and other indications of Pictometry's ownership on all Licensed Products and on all copies of Licensed Images and all other property of Pictometry as Pictometry may from time to time instruct, and (c) that it will notify Pictometry promptly of any known or suspected breach of any Proprietary Rights that comes to Licensee's attention.

Use of Pictometry Marks. Licensee acknowledges that Pictometry owns and retains all ownership rights in trademarks, trade names, logos, and designations used by Pictometry in connection with the Licensed Products. Licensee agrees not to attach any additional trademarks, trade names, logos or designations to any Pictometry product or to any copies of any of the Licensed Images. Licensee may, however, include a Licensee seal and appropriate Licensee Department contact information so long as these annotations in no way obscure or deface the Pictometry marks. Licensee further agrees that Licensee will not use any Pictometry trademark, trade name, logo, or designation in connection with any product or service other than the Licensed Images and the other Licensed Products. Licensee's nonexclusive right to use Pictometry's trademark is coterminous with this Agreement.

Electronic and Other Publishing. Licensee is specifically prohibited from publishing in any way (including by making available on the Internet or World Wide Web or any other general access electronic or other network) any Licensed Product or any Licensed Image, or any portion of any such Product or Licensed Image, whether separately or as part of any other electronic publication.

Confidentiality of Licensed Software. The Licensed Products are commercially valuable, proprietary products of Pictometry, the design and development of which reflect the effort of skilled development technicians and the investment of considerable time and money. The Licensed Products are treated by Pictometry as confidential and contain substantial trade secrets of Pictometry. Pictometry is entrusting these trade secrets to Licensee in confidence for Licensee's use so that Licensee may exercise its rights under the License and for no other purpose. Licensee agrees that it will not at any time disclose, provide a copy of, or disseminate the Licensed Products or any part thereof to any person who does not need to obtain access thereto consistent with Licensee's rights and obligations under this Agreement. Licensee agrees to use its best efforts to assure (a) that all its personnel and any others afforded access to the Licensed Products will protect them against unauthorized use, disclosure, copying, and dissemination, and (b) that access to the Licensed Products and each part thereof will be strictly limited for this purpose.

Prohibition On "Unlocking." Licensee understands that Pictometry does not disclose source code and Licensee agrees that it will take all reasonable actions to assure that persons who might access the Licensed Software will not "unlock" or "reverse engineer" any part of the Licensed Software so as to find or uncover the source code or other trade secrets included therein.

## GENERAL

Licensed Products. This Agreement pertains only to the particular Images licensed under this Agreement (the "Licensed Images") and the particular copies of the Software provided under this Agreement (the "Licensed Software"), all of which, along with the Documentation, are together referred to as the "Licensed Products." This



Agreement does not apply to any other images, software, or other products that may from time to time be owned, used, published, or distributed by Pictometry.

**System Installation.** After execution of this Agreement, Licensee will provide storage media for the installation of the Licensed Images and Licensed Software. Pictometry may install a copy of the Licensed Images and Licensed Software on that media. The Licensee will install the Licensed Images and Licensed Software from the media onto computers to be designated by the Licensee. Upon request by the Licensee and payment of Pictometry's fees and expenses as set forth from time to time on Pictometry's price lists, Pictometry will deliver additional copies of the Licensed Images and Licensed Software for other or replacement computers. The Licensee will be responsible for providing the computer system to be used for these purposes.

**Licensee May Authorize Subdivisions.** The Licensee may from time to time authorize any department, sub unit or location within the Licensee (hereinafter "Subdivisions") to have the Licensed Products installed on computers owned (or leased) and used by those Subdivisions and to use and execute the Licensed Software for official purposes only, all in accordance with this Agreement. The installation of the Client Image warehouse and EFS and the training of Subdivision personnel may be done only by either the Licensee or Pictometry. The Subdivisions authorized for such installation, use, and execution (the "Authorized Subdivisions"), as well as the specific servers and Authorized Workstations involved and the Authorized Users employed by those Subdivisions, will be designated from time to time by the Licensee. All Authorized Subdivisions shall operate under this Agreement as agents of the Licensee and comply with all obligations of Licensee with respect to the use and distribution of the Licensed Products, and Pictometry may look to the Licensee alone for assuring compliance with the terms and conditions of this Agreement.

**Authorized Users.** As used in this Agreement, "Authorized Users" shall mean such persons in the employ of Licensee, or in the employ of an Authorized Subdivision, as may be designated to use and execute the Licensed Software on the designated computers. Licensee agrees: (a) that it will not allow any persons other than Authorized Users to use or operate, or to have any other access to, any of the Licensed Products, (b) that it will not allow access to any of the Licensed Software or any Licensed Images except through Authorized Workstations, and (c) that it will cause all Authorized Users to comply with all of the terms, conditions, and limitations applicable to the Licensee under this Agreement

**Authorized Workstations.** As used in this Agreement, "Authorized Workstation" shall mean a computer workstation that has access to the Client Image Warehouse and which has installed on it the related Licensed Software in accordance with Section 4.1(a) below. No workstation shall be an Authorized Workstation unless its identification and location is given in writing to Pictometry as required by Section 6.3 below.

## **GRANT OF LICENSE**

**License Grant Uses. License Grant, Uses, and Certain Fees.** In consideration for the payment of the License Fees, and subject to the other terms and conditions of this Agreement, Pictometry hereby grants to Licensee, and Licensee hereby accepts, a nonexclusive, nontransferable, limited license (the "License") as follows:

(a) **Installation.** To install the Client Image Warehouse on servers and related Licensed Software on Authorized Workstations, all of which shall be owned (or leased) by, shall be located on the property of, shall be under the control of, and shall be used by the Licensee or by an Authorized Subdivision. None of the Licensed Products shall be accessed except through such designated servers and Authorized Workstations.

(b) Documentation. To copy and use the related user documentation included in the Licensed Products in connection with the activities described herein.

(c) Uses. Through Authorized Users only, to use and execute the Licensed Software on those designated servers and Authorized Workstations in the conduct of the public business of the Licensee or of the Authorized Subdivisions and use and print copies of the Licensed Images in the following activities (and no others):

(1) For Internal Business. In the conduct of the operations of the Licensee and/or of the Authorized Subdivisions, to use and execute the Licensed Products for internal use in pursuit of its or their public responsibilities.

(2) For Persons Doing Business With Licensee ("Project Participants"). Under the supervision of Authorized Users, allow representatives of persons doing or proposing to do business with the Licensee or an Authorized Subdivision on Licensee Projects (defined below) to use and execute the Licensed Software and to make copies of the Licensed Images with ink or toner on substrate (hereinafter "Hard Copies") at the Licensee or Authorized Subdivisions' facilities only, but not to make any electronic or digital copies of the Licensed Images ("Digital Copy"). For these purposes, "Licensee Projects" shall mean any plan or effort for construction, equipment acquisition, or other improvement in real estate, offices, facilities, or other operating assets that are, or will be, owned and used by the Licensee or an Authorized Subdivision in pursuit of its public responsibilities, including any such assets (such as roads and public buildings) that are provided by the Licensee for use by the public. The Licensee or Authorized Subdivisions shall cause each Project Participant to agree to use the Licensed Products solely in connection with the Licensee's or Authorized Subdivision's Project and to return the Hard Copies upon completion of its participation in the Licensee's or Authorized Subdivision's Project.

**Limitations On License.** In addition to its other obligations under this Agreement, Licensee agrees: (a) that nothing under this Agreement authorizes it to engage in any service bureau work, to exercise or provide any multiple-user license, or to enter into any time-sharing arrangement, except as expressly authorized with respect to Authorized Subdivisions, (b) that Licensee will not authorize or allow any remote access to the Licensed Products and will only allow access to them through Authorized Workstations, (c) that Pictometry shall not be obligated to provide support for the Licensed Products in any manner other than as set forth herein or to revise, improve, or otherwise change the Licensed Software in any way, (d) that the Licensee is responsible for selecting Authorized Users who are qualified to operate the Licensed Software on Authorized Workstations and are familiar with the information, calculations, and reports that serve as input and output of the Licensed Software, (e) that the Licensee and its Authorized Subdivisions may not copy, download, store, publish, transmit, transfer, sell, or otherwise install or use the Licensed Software or any Images or any portion of the Images in any form or by any means, except (i) as expressly permitted by this Agreement, (ii) with Pictometry's prior written permission, or (iii) to the extent not expressly prohibited by this Agreement, as allowed under the fair use provision of the Copyright Act (17 U.S.C. § 107). Licensee agrees that it will deliver to all recipients of any Hard Copies, and to any other persons who may have access to any of the Images, all such disclaimers and other information that Pictometry may request so as to assist those persons in understanding the limitations on the accuracy of the information developed through the Licensed Products.

**Pictometry's Reserved Rights.** Pictometry reserves the right from time to time, in its sole discretion and without liability to Licensee, to create new versions of or modules of additional functionality for any part of the Licensed Products, which versions and modules may be acquired on a nonexclusive basis by Licensee under a separate agreement. Pictometry may, in addition, produce updates of the Licensed Products, which will be supplied without additional cost to Licensee. Pictometry may continue to sell or license the use of its software and imagery, including the Licensed Products, to such persons and entities and on such terms and conditions as Pictometry may in its sole discretion determine.



## LICENSE FEES

**License Fees.** In consideration for the License, and subject to the other terms and conditions of this Agreement, the Licensee hereby agrees to pay to Pictometry the annual and other fees described herein (altogether the "License Fees"), payment to be made as provided herein. Any tax, including sales tax is in addition to the License Fees and is the responsibility of the Licensee. The license fees shall be earned on the shipment date even if a payment schedule has been agreed upon.

## OBLIGATIONS OF LICENSEE

**Geographic Data.** Licensee may provide to Pictometry any geographic data available in industry standard format, shape, DBF, etc., including digital elevation models, street centerline maps tax parcel maps, centroids, etc. This data will be incorporated into the Image Library licensed to the Licensee. For any of this data that is owned by the Licensee, Licensee agrees Pictometry may distribute this data with the Image Library to other Licensees.

**Technical Support Contacts.** Licensee agrees to name Licensee personnel to act as technical support contacts. These contacts will receive technical training as provided in Schedule A. These contacts will coordinate all requests and inquiries from all Licensee Authorized Users. If additional support is required by Licensee, only these technical support contacts will have access to telephone support from Pictometry.

**Costs and Expenses of Licensee Performance.** Except as expressly provided herein or agreed in writing by Pictometry, Licensee will pay all costs and expenses incurred in the performance of Licensee's obligations under this Agreement.

**Notification.** Licensee will: (a) notify Pictometry in writing of any claim or proceeding involving any of the Licensed Products within ten days after Licensee learns of the claim or proceeding; and (b) report promptly to Pictometry all claimed or suspected defects in any Licensed Product.

## ASSIGNMENT

**General.** The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns, but shall not be assignable by either party except as provided below.

**Assignment By Licensee.** This Agreement will not be assignable by Licensee, and Licensee may not delegate its duties hereunder without the prior written consent of Pictometry.

**Assignment By Pictometry.** Pictometry shall have the right to assign its rights to receive License Fees under this Agreement, but no such assignment shall affect Pictometry's obligations hereunder. In addition, Pictometry shall have the right to assign all its rights to any person or entity that has acquired substantially all the Pictometry assets used in with respect to the Licensed Products, provided the assignee has assumed all of Pictometry's obligations under this Agreement. Except as provided in this paragraph, this Agreement will not be assignable by Pictometry.



## DURATION AND TERMINATION OF TERM LICENSES

**Initial Term.** The initial term of this Agreement shall commence upon the shipment of the Client Image Library.

**Renewal.** Effective as of that second anniversary, Pictometry will grant an extension of the Licensed Products to Licensee, only in accordance with the following:

- (1) If no later than the 120th day before that second anniversary, the Licensee enters into a renewal License Agreement with Pictometry for an additional two years for new Licensed Images with a value equal to or greater than that of the existing Licensed Images, then Pictometry will grant a perpetual License to Licensee for the existing Licensed Products; or
- (2) If no later than the 10th day after that expiration date the Licensee pays Pictometry an additional payment equal to 10% of the two-year license fee due under this Agreement, the License for imagery will be converted to a perpetual license.

Any extensions will be subject to the same terms and conditions as are provided in this Agreement except that the annual fee will be eliminated and the Licensee will no longer be able to add images to the existing Image Library.

**Termination For Cause.** This Agreement may be terminated by either party in the event that the other party has failed to perform a material obligation or has otherwise breached a material term of this Agreement if that other party has failed to cure that failure or breach within thirty days after receipt of written notice thereof from the other party.

**Effect of Termination or Expiration.** Upon termination or expiration of this Agreement, Licensee immediately shall cease any and all further use of the Licensed Products and shall promptly purge all copies of Images and all Licensed Software (including but not limited to EFS and CIW) from all computers and workstations on which any of them may be stored or available at the time. In addition, the Licensee shall destroy all remaining inventory of Hard Copies of Images in its possession or under its control.

**Access to Records.** During the term of this Agreement and for a period of three (3) years after the date of its termination or expiration, Licensee shall make available to Pictometry for inspection and copying on reasonable notice and at reasonable hours all books and records, including electronically retained information, pertaining to Licensee's compliance with the provisions of this Agreement.

**Survival of Rights and Obligations After Termination of License.** The provisions of the paragraphs Intellectual Property & Reservation of Ownership, Assignment, Duration and Termination of Term License, Limited Warranty, Disclaimer of Warranty and Limited Remedies, and General of this Agreement shall survive any termination or expiration of this Agreement. Within thirty (30) days of the date of termination or expiration of this Agreement, Licensee shall pay Pictometry all amounts due hereunder and to purge the Licensed Software and the Licensed Images.





## LIMITED WARRANTY; DISCLAIMER OF WARRANTIES; LIMITED REMEDIES

Limited Warranties. Pictometry warrants:

1. that the Licensed Images and the Licensed Software installed by Pictometry on any Authorized Workstation supplied by Licensee pursuant to this Agreement will be true and usable copies as of the date of capture; and
2. that the information concerning the accuracy of the Licensed Products set forth on the attached Schedule C is substantially true.

Upon notice to Pictometry of any breach of the warranty in clause (a) above, Pictometry will promptly reinstall a copy of the Licensed Images and/or Licensed Software involved. Upon notice to Pictometry of any breach of the warranty in clause (b) above, Pictometry will use its reasonable efforts to correct the problem so as to allow the Licensed Products to produce Images and related data that are usable for the general purposes intended. The foregoing warranties are the sole and exclusive warranties that Pictometry makes with respect to the Licensed Products, and the remedies set forth above are the sole and exclusive remedies for breach of those warranties.

Disclaimer of Other Warranties. Except as provided in Section 9.1 above, EACH OF THE LICENSED PRODUCTS IS PROVIDED TO LICENSEE "AS IS" AND "WITH ALL FAULTS" PICTOMETRY MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NONINFRINGEMENT, ARE HEREBY DISCLAIMED AND EXCLUDED BY PICTOMETRY.

Limitations and Exclusions of Remedies. The respective remedies set forth in Section 9.1 are the sole and exclusive remedies provided for breach of the warranties given. With respect to any other claims that Licensee may have at any time against Pictometry on any matter relating to this Agreement, or the installation, operation, design, distribution, or use of the Licensed Products, the total liability of Pictometry shall in the aggregate be limited to the aggregate amounts of money that Licensee has paid to Pictometry under this Agreement. In addition, because of scheduling and other considerations in preparing current Licensed Images, Pictometry cannot assure delivery of the Licensed Products on a specified delivery date, and Pictometry shall not be liable for any such late delivery except in a case of its gross negligence or willful misconduct. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE LICENSED PRODUCTS, OR IMAGES (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR BY ITS CUSTOMERS OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## GENERAL

Entire Agreement. This Agreement, which includes the attached Schedules, contains the entire agreement between the parties and supersedes all written or oral agreements, descriptions, representations, and understandings with respect to the subject matter hereof. Where differences occur between the main body of the Agreement and the attached Schedules, the Schedules shall supersede the Agreement. Licensee acknowledges that it is not entering into this Agreement on the basis of any representations not expressly contained herein. Any modifications of this Agreement must be in writing and signed by a duly authorized officer of each party.



**Rights of Others.** This Agreement is solely intended to provide rights to and be enforceable by Pictometry and Licensee (including its Authorized Subdivisions). No other person shall acquire or enforce any rights or any representations or warranties given under this Agreement.

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

**Execution of Agreement, Controlling Law, and Jurisdiction.** This Agreement will become effective only after it has been signed by Licensee and has been accepted by Pictometry at its principal place of business. It shall be governed by and construed in accordance with the laws of the State of New York. The U.S. District Court in the Western District of New York or the New York Supreme Court sitting in Monroe County, New York, and no other courts, shall have jurisdiction to adjudicate any disputes arising out or in connection with this Agreement, and each party hereby unconditionally submits to the personal jurisdiction of those courts.

**Severability.** In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.

**Force Majeure.** Pictometry shall not be responsible for any failure to perform due to unforeseen circumstances or to causes beyond Pictometry's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, failure to obtain export licenses or shortages or delays of transportation, facilities, fuel, energy, supplies, labor, or materials. In the event of any such delay, Pictometry may defer the delivery of Licensed Products for a period equal to the time of the delay.

### **3. TECHNICAL SERVICES**

The Contractor, without additional charge to the Government, shall provide a hot line technical support number Customer Support: 888-771-9714 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 9:00 am to 5:00 pm EST, Monday - Friday.

### **4. SOFTWARE MAINTENANCE**

a. Software maintenance service shall include the following:

Pictometry reserves the right from time to time, in its sole discretion and without liability to Licensee, to create new versions of or modules of additional functionality for any part of the Licensed Software, which versions and modules may be acquired on a nonexclusive basis by Licensee under a separate agreement. Pictometry may, in addition, produce updates of the Licensed Software, which will be supplied without additional cost to Licensee during the continuous term license. Pictometry may continue to sell or license the use of its software and imagery, including the Licensed Software, to such persons and entities and on such terms and conditions as Pictometry may in its sole discretion determine.

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). **PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.**

**5. PERIODS OF TERM LICENSES (132-32) AND MAINTENANCE (132-34)**

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
- b. Term licenses and/or maintenance may be discontinued by the Government on thirty (30) calendar day's written notice to the Contractor.
- c. **Annual Funding.** When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.
- d. **Cross-Year Funding Within Contract Period.** Where an ordering office's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering office may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering offices should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order if the term licenses are to be terminated at that time. Orders for the continuation of term will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

**6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE**

- a. The Government may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the Government the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.
- b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the Government.
- c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.
- d. The price the Government shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to 0% of all term license payments during the period that the software was under a term license within the Government.

Contact Pictometry International to arrange conversion of software to a perpetual license.

**7. TERM LICENSE CESSATION**

a. After a software product has been on a continuous term license for the specific period of the continuous term license, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the Government. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the Government; however, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.

b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 132-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

**8. UTILIZATION LIMITATIONS - (132-32, 132-33, AND 132-34)**

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the Government, commercial computer software and related documentation so legend shall be subject to the following:

(1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2) Software licenses are by site and by agency. An agency is defined as a cabinet level or independent agency. The software may be used by any subdivision of the agency (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one agency's site. This would allow other agencies access to one agency's database. For Government public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user agency will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user agency's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user agency.

(3) Except as is provided in paragraph 8.b(2) above, the Government shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the government who have the Government's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the Government to use software, documentation, or information therein, which the Government may already have or obtains without restrictions.

(4) The Government shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the Government has the right to transfer the software to another site if the Government site for which it is acquired is deemed to be unsafe for Government personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the



software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

9. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

10. RIGHT-TO-COPY PRICING

The Contractor shall insert the discounted pricing for right-to-copy licenses.

**USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS**

**PREAMBLE**

Pictometry International Corp. provides commercial products and services to the Federal Government. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

**COMMITMENT**

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in Federal Government contracts. To accelerate potential opportunities please contact: Diane Corbin at 585-486-0093.



**11. Application Service Provider Pricing - - GOVERNMENT NET PRICES:**

Prices include Industrial Funding Fee.

Products Images/Sector Prices

SIN #	Product Number	Product	Product Description	Unit of Measurement	List Price / MSRP	% Disc.	GSA Net Price
132-33	01tG0000002c3Jp	12-inch GSD 5-way (C5) imagery. Two-year term with one image capture.	Pictometry generates geo-referenced, high-resolution imagery with four oblique cameras plus a nadir camera at 12-inch ground sample distance resolution (GSD). It provides image libraries of its licensed Customers' regions and includes proprietary EFS software so that multiple users can view, analyze and measure data for their specific departmental purposes. The Customer receives 12-inch obliques (4-way), 12-inch Ortho images, 12-inch ortho mosaic sector tiles, and one area-wide 12-inch tile, and 1-meter individual and area-wide mosaic tiles. After initial contract term, Customer receives a perpetual license for images and software. Minimum contract amounts may apply. Two-year term with one image capture.	Per square mile sector	\$60 per square mile sector	0%	\$60 per square mile sector
132-33	01tG0000002c3Jr	6-inch GSD 5-way (N5) imagery. Two-year term with one image capture.	Pictometry generates geo-referenced, high-resolution imagery with four oblique cameras plus a nadir camera at 6-inch ground sample distance resolution (GSD). It provides image libraries of its licensed Customers' regions and includes proprietary EFS software so that multiple users can view, analyze and measure data for their specific departmental purposes. The Customer receives 6-inch obliques (4-way), 6-inch Ortho images and 1-meter individual and area-wide mosaic tiles. After initial contract term, Customer receives a perpetual license for images and software. Minimum contract amounts may apply. Two-year term with one image capture.	Per square mile sector	\$350 per square mile sector	0%	\$350 per square mile sector
132-33	01tG0000002c3Jq	4-inch GSD 5-way (N5) imagery. Two-year term with one image capture.	Pictometry generates geo-referenced, high-resolution imagery with four oblique cameras plus a nadir camera at 4-inch ground sample distance resolution (GSD). It provides image libraries of its licensed Customers' regions and includes proprietary EFS software so that multiple users can view, analyze and measure data for their specific departmental purposes. The Customer receives 4-inch obliques (4-way), 4-inch Ortho images and 1-meter individual and area-wide mosaic tiles. After initial contract term, Customer receives a perpetual license for images and software. Minimum contract amounts may apply. Two-year term with one image capture.	Per square mile sector	\$400 per square mile sector	0%	\$400 per square mile sector

SIN #	Product Number	Product	Product Description	Unit of Measurement	List Price / MSRP	% Disc.	GSA Net Price
132-33	4	Image Library Package	Pictometry's Image Library Package is included at no additional charge with every imagery capture greater than \$20,000. It includes Pictometry's Economic Alliance Partnership program for disaster response, one seat of Change Analysis software, 10 hours of telephone support, Training (1 Administrative and 2 End-User classes), and base level integration products (e.g. ArcGIS® integration).	Per Image Capture	\$0	0%	\$0
132-33	5	Annual Image Capture Discount	With annual image capture agreements, Pictometry will offer a 5% discount on every year's image capture costs. This discount is in addition to and can be added to any LTI discounts.	Per annual image capture cost		5% off annual image capture costs	
132-33	6	Long-Term Incentive (LTI) Contract Discount on One Image Capture. Three-year term with one image capture.	12-inch GSD. Three-year Image Capture Agreement (1 image capture).	3-year term	Customer's payments for one image capture cost can be spread across three years.	0%	Customer's payments for one image capture cost can be spread across three years.
132-33	7	Long-Term Incentive (LTI) Contract Discount on One Image Capture. Three-year term with one image capture.	6-inch GSD. Three-year Image Capture Agreement (1 image capture).	3-year term	Customer's payments for one image capture cost can be spread across three years.	0%	Customer's payments for one image capture cost can be spread across three years.
132-33	8	Long-Term Incentive (LTI) Contract Discount on One Image Capture. Three-year term with one image capture.	4-inch GSD. Three-year Image Capture Agreement (1 image capture).	3-year term	Customer's payments for one image capture cost can be spread across three years.	0%	Customer's payments for one image capture cost can be spread across three years.

SIN #	Product Number	Product	Product Description	Unit of Measurement	List Price / MSRP	% Disc.	GSA Net Price
132-33	9	Long-Term Incentive (LTI) Contract Discounts on Image Captures. Four-year term with two image captures.	12-inch GSD. Four-Year Image Capture Agreement (2 captures). Long Term Incentive (LTI) discount off the first year's image capture costs. Discounts apply to imagery only.	First capture with 4-year term	\$60 per square mile sector	10% discount on first image capture cost.	\$54 per square mile sector
132-33	10	Long-Term Incentive (LTI) Contract Discounts on Image Captures. Four-year term with two image captures.	6-inch GSD. Four-Year Image Capture Agreement (2 captures). Long Term Incentive (LTI) discount off first image capture cost. Discounts apply to imagery only.	First capture with 4-year term	\$350 per square mile sector	10% discount on first image capture cost.	\$315 per square mile sector
132-33	11	Long-Term Incentive (LTI) Contract Discounts on Image Captures. Four-year term with two image captures.	4-inch GSD. Four-Year Image Capture Agreement (2 captures). Long Term Incentive (LTI) discount off first image capture costs. Discounts apply to imagery only.	First capture with 4-year term	\$400 per square mile sector	10% discount on first image capture cost.	\$360 per square mile sector
132-33	12	Long-Term Incentive (LTI) Contract Discounts on Image Captures. Six-year term with three image captures.	12-inch GSD. Six-Year Image Capture Agreement (3 captures). Long Term Incentive (LTI) discount off first image capture cost. Discounts apply to imagery only.	First capture with 6-year term	\$60 per square mile sector	10% discount on first image capture cost.	\$54 per square mile sector
132-33	13	Long-Term Incentive (LTI) Contract Discounts on Image Captures. Six-year term with three image captures.	12-inch GSD. Six-Year Image Capture Agreement (3 captures). Long Term Incentive (LTI) discount off second image capture cost. Discounts apply to imagery only.	Second capture with 6-year term	\$60 per square mile sector	5% discount on second image capture cost.	\$57 per square mile sector



SIN #	Product Number	Product	Product Description	Unit of Measurement	List Price / MSRP	% Disc.	GSA Net Price
132-33	14	Long-Term Incentive (LTI) Contract Discounts on Image Captures. Six-year term with three image captures.	6-inch GSD. Six-Year Image Capture Agreement (3 captures). Long Term Incentive (LTI) discount off first image capture cost. Discounts apply to imagery only.	First capture with 6-year term	\$350 per square mile sector	10% discount on first image capture cost.	\$315 per square mile sector
132-33	15	Long-Term Incentive (LTI) Contract Discounts on Image Captures. Six-year term with three image captures.	6-inch GSD. Six-Year Image Capture Agreement (3 captures). Long Term Incentive (LTI) discount off second image capture cost. Discounts apply to imagery only.	Second capture with 6-year term	\$350 per square mile sector	5% discount on second image capture cost.	\$332.50 per square mile sector
132-33	16	Long-Term Incentive (LTI) Contract Discounts on Image Captures. Six-year term with three image captures.	4-inch GSD. Six-Year Image Capture Agreement (3 captures). Long Term Incentive (LTI) discount off first image capture cost. Discounts apply to imagery only.	First capture with 6-year term	\$400 per square mile sector	10% discount on first image capture cost.	\$360 per square mile sector
132-33	17	Long-Term Incentive (LTI) Contract Discounts on Image Captures. Six-year term with three image captures.	4-inch GSD. Six-Year Image Capture Agreement (3 captures). Long Term Incentive (LTI) discount off second image capture cost. Discounts apply to imagery only.	Second capture with 6-year term	\$400 per square mile sector	5% discount on second image capture cost.	\$380 per square mile sector
132-33	011G0000 002c3JC	Change Analysis Seat License	Pictometry's unique Change Analysis™ software module enables users to view new and old imagery side by side, including stepping through a series of change candidates, through an easy-to-use desktop application. They can verify and analyze the identified changes by measuring distance, height, elevation, and area directly from the images.	Per Seat	\$750	0%	\$750 per seat

SIN #	Product Number	Product	Product Description	Unit of Measurement	List Price / MSRP	% Disc.	GSA Net Price
132-33	01tG0000002c3JA	Change Analysis Department-wide License	Pictometry's unique Change Analysis™ software module enables users to view new and old imagery side by side, including stepping through a series of change candidates, through an easy-to-use desktop application. They can verify and analyze the identified changes by measuring distance, height, elevation, and area directly from the images.	Per Department	\$5,000	0%	\$5,000 per department
132-33	01tG0000002c3JB	Change Analysis Enterprise-wide License	Pictometry's unique Change Analysis™ software module enables users to view new and old imagery side by side, including stepping through a series of change candidates, through an easy-to-use desktop application. They can verify and analyze the identified changes by measuring distance, height, elevation, and area directly from the images.	Enterprise-Wide	\$15,000	0%	\$15,000 enterprise-wide
132-33	01tG0000002c3JI	Image Library Compression	Pictometry's images are typically compressed using the JPEG compression scheme to reduce the storage requirements of the library. Customers' image libraries can be further compressed (or uncompressed) at Customer's request.	Per 50,000 of images	\$2,500 for each 50,000 images or portion thereof	0%	\$2,500 for first 50,000 images or portion thereof
132-33	01tG0000002c3Jk	Image Library Compression - Additional	Pictometry's images are typically compressed using the JPEG compression scheme to reduce the storage requirements of the library. Customers' image libraries can be further compressed (or uncompressed) at Customer's request.	Per additional 50,000 of images	\$2,500 for each additional set of 50,000 images or portion thereof, beyond initial 50,000 images	0%	\$2,500 for additional 50,000 images or portion thereof

SIN #	Product Number	Product	Product Description	Unit of Measurement	List Price / MSRP	% Disc.	GSA Net Price
132-32	011G0000002vNLf	Pictometry Analytics Online National Seat	Pictometry Analytics Online National Seat - is a web application that gives domestic government users access to all of Pictometry's domestic U.S. imagery (except for certain restricted libraries), FEMA and EPA imagery. Users can locate, view, measure and save Pictometry images. Government customers pay a stepped fee for users to access online images. The images are stored on Pictometry's web servers. Government users can locate images by geographic coordinates and by street address searches, measure any structure with tools such as distance, area, height and elevation. Government users will have access to MatchPoint geocoding and the U.S. Parcel data layer.				
132-32	011G0000002vNLf	Number seats**	Same description as above.	Per Seat**	Domestic Imagery	% Disc.	Price per seat for domestic imagery
132-32	011G0000002vNLfa	1	Same description as above.	Per Seat**	\$1,990	0.0%	\$1,990.00
132-32	011G0000002vNLfb	2-9	Same description as above.	Per Seat**	\$1,990	13.0%	\$1,731.30
132-32	011G0000002vNLfc	10-99	Same description as above.	Per Seat**	\$1,990	22.0%	\$1,552.20
132-32	011G0000002vNLfd	100-499	Same description as above.	Per Seat**	\$1,990	30.0%	\$1,393.00
132-32	011G0000002vNLfe	500-999	Same description as above.	Per Seat**	\$1,990	50.0%	\$995.00
132-32	011G0000002vNLff	1,000-4,999	Same description as above.	Per Seat**	\$1,990	75.0%	\$497.50
132-32	011G0000002vNLfg	5,000+	Same description as above.	Per Seat**	\$1,990	90.0%	\$199.00
		*Pricing is for non-geo-fenced, non-purchased imagery with standard layers.					
		** One seat = 1 login/user					

SIN #	Product Number	Product	Product Description	Unit of Measurement	List Price / MSRP	% Disc.	GSA Net Price
132-32	01tG0000002c3Kz	Pictometry Analytics Online Image Library Seat	Pictometry Analytics Online Image Library Seat is a web application that Government users can use to access to locate, view, measure and save the Pictometry image libraries they've already purchased. Government customers purchase a new image capture or use their existing Pictometry imagery, and pay a stepped fee for users to access the online images. Their image library is served from Pictometry's web servers. Users are able to retrieve their images almost instantly, with little to no wait time. They can still locate images by geographic coordinates and by street address searches, measure any structure with tools such as distance, area, height and elevation, eliminate the overhead of an image warehouse and the IT management of it, and give users access to imagery from surrounding counties.				
132-32	01tG0000002c3Kz	Number seats**	Same description as above.	Per seat.**	Domestic Imagery	Discount	Price per seat for domestic imagery
132-32	01tG0000002c3Kza	1	Same description as above.	Per seat.**	\$960	0.0%	\$960.00
132-32	01tG0000002c3Kzb	2-9	Same description as above.	Per seat.**	\$960	30.0%	\$672.00
132-32	01tG0000002c3Kzc	10-99	Same description as above.	Per seat.**	\$960	57.5%	\$408.00
132-32	01tG0000002c3Kzd	100-499	Same description as above.	Per seat.**	\$960	77.5%	\$216.00
132-32	01tG0000002c3Kze	500-999	Same description as above.	Per seat.**	\$960	78.5%	\$206.40
132-32	01tG0000002c3Kzf	1,000-4,999	Same description as above.	Per seat.**	\$960	79.0%	\$201.60

\* This pricing is for domestic government customers when a Pictometry image capture has been purchased. The viewable imagery is geofenced with customizable layers.

\*\* One concurrent seat = allows five users of the seat

Pictometry also offers some incidental open market items not on this GSA schedule that have been fairly and reasonably priced in accordance with the GSA's acquisition regulations



**BEST VALUE  
BLANKET PURCHASE AGREEMENT  
FEDERAL SUPPLY SCHEDULE**

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (Agency) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) \_\_\_\_\_.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the Government that works better and costs less.

Signatures

Agency	Date	Contractor	Date

BPA NUMBER \_\_\_\_\_

**(CUSTOMER NAME)  
BLANKET PURCHASE AGREEMENT**

Pursuant to GSA Federal Supply Schedule Contract Number(s) \_\_\_\_\_, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (Ordering Agency):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

(3) The Government estimates, but does not guarantee, that the volume of purchases through this agreement will be \_\_\_\_\_.



- (4) This BPA does not obligate any funds.
- (5) This BPA expires on \_\_\_\_\_ or at the end of the contract period, whichever is earlier.
- (6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

- (7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.
- (8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:
  - (a) Name of Contractor;
  - (b) Contract Number;
  - (c) BPA Number;
  - (d) Model Number or National Stock Number (NSN);
  - (e) Purchase Order Number;
  - (f) Date of Purchase;
  - (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
  - (h) Date of Shipment.
- (9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.
- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.



#### BASIC GUIDELINES FOR USING "CONTRACTOR TEAM ARRANGEMENTS"

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to a customer agency requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions of the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customer's needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement.
- Customers make a best value selection.