



NEW SUBSCRIPTION QUOTE

Nearmap US Inc.

10897 South River Front Parkway, Suite 150

South Jordan, UT 84095 USA

Phone: +1 (801) 609 7250

Customer Name	Lake County, IL	Quote Number	Q049514
Type	New Subscription	Quote Expiry	03/31/2020
Contract Commencement	Contract commences upon signing of quote.	Contract Term	12 Month
Public Facing URL	https://maps.lakecountyil.gov/map/online/	Subscription Start Date	02/11/2020
Sales Rep	Brett Clark	Sales Rep Email	brett.clark@nearmap.com
Auto Renew	Yes	Payment Term	Net 30
Bill To	Lake County, IL Susan August 18 N County Street- 8th Floor, Waukegan, Illinois, 60085 (847) 377-2165 saugust@lakecountyil.gov	Ship To	Lake County, IL Keith Caldwell 18 N County St, Waukegan, Illinois, 60085 (847) 377-2578 kcaldwell@lakecountyil.gov

PRODUCT	ANNUALIZED ESTIMATED USAGE	COVERAGE	SEATS	TOTAL
Nearmap Oblique for Government	100 GB	Nationwide	Unlimited	See Schedule 1
Public Display License for Government	NA	Nationwide	NA	
Offline Copy Add-on for Government	NA	Nationwide	NA	
ArcGIS Integration	NA	Nationwide	NA	
Subtotal				\$530,000.00
Estimated Tax				\$0.00
Total				USD \$530,000.00

ACCEPTANCE OF Q049514

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

Signature / Digital Acceptance:

Date:

Full Name:

Position:

PO Number (if required):

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

Schedule 1

Additional Terms and Conditions

Part A: Amendments to Products Agreement

The following additional terms and conditions apply in respect of the Agreement:

1. For the purposes of this Schedule:
 - (a) **“Content”** means any content made available to the Licensee in connection with the License and the Website; and
 - (b) **“Annualized Estimated Usage”** means the permitted use of data specified in the New Subscription Quote (or Renewal Quote and Amendment Quote) by the Licensee for the relevant period.
2. Section 1.3 of the Agreement (Renewal) is deleted in its entirety, and replaced with the following:

“1.3 Initial Term and Renewal. This Agreement shall be effective for an initial period of 12 months from the Commencement Date, and upon the expiration of the initial period, this Agreement shall be renewed automatically for four successive renewal terms of twelve (12) months each (each a **“Renewal Term”**) at the Fees set out in the Quote, unless this Agreement is:

 - (a) terminated earlier in accordance with section 6; or
 - (b) terminated by the Licensee by providing at least 30 days’ written notice to Nearmap of its intention not to renew this Agreement prior to the expiry of the initial Term or the then current Renewal Term in the event that funds for the continued fulfillment of the Agreement by Licensee are insufficient or not forthcoming through failure of the government to appropriate funds for the next fiscal period.”
3. Section 1.6 of the Agreement (Periodic Data Allowance) does not apply to this License.
4. Definitions of “Periodic Data Allowance” and “Excess Data Rate” in the Products Agreement do not apply to this License.
5. Nearmap measures data usage by the Licensee under this License as follows:
 - (a) the data allowance used by the Licensee will be calculated at the end of the Term (or Renewal Term), based on the total data usage of all users who access and use the Licensee’s Nearmap account during the Term (or Renewal Term) (“Annual Actual Usage”); and
 - (b) if the Licensee elects to download Products available to the Licensee on the Website or accesses the Product through other delivery methods made available by Nearmap from time to time, this will be applied to the Annual Actual Usage. The Licensee may have the option to elect to download high resolution images. Downloading these images will lead to a higher Annual Actual Usage than downloading a lower resolution image.
6. If the Agreement is renewed by mutual agreement between the parties, the parties will in good faith discuss the appropriate Annualized Estimated Usage of the Renewal Term based on the Licensee’s usage pattern and/or the Annual Actual Usage during the current Term.

7. The Licensee agrees that the right to use the Product is only to be used, solely by the Licensee and at all times excludes making the Product available in any medium or manner (including but not limited to sharing or using the License (as defined in the Products Agreement)) with:
 - (a) any lower tier government, including but not limited to cities and township;
 - (b) any neighboring local governments, including but not limited to county, parish, city, or town governments; and/or
 - (c) any higher tier government, including but not limited to county, parish, state or provincial agency.
8. The Licensee is not permitted to:
 - (a) use its access to the Website or the Products under this Agreement for the purposes of creating a database of images for resale, distribution, sub-license or other commercial purposes (unless expressly permitted under the Agreement) and mass downloads or bulk feeds of any imagery;
 - (b) pre-fetch, retrieve, cache, index, or store any Content, or portion of the Products with the exception being that the Licensee may store limited amounts of Content solely to improve the performance of the access to the Products due to network latency, and only if the Licensee does so temporarily, securely, and in a manner that does not permit use of the Content outside of the License, does not manipulate or aggregate any Content or portion of the Products and does not prevent Nearmap from accurately tracking usage and does not modify attribution in any way; and
 - (c) review, analyze and process the Products through use of machine learning tools, this includes creation of any new products by the Licensee.
9. Section 3.5 of the Agreement (Audit) does not apply to this License.
10. Section 3.6 of the Agreement (Audit Findings) does not apply to this License.
11. The parties agree that the Fees payable by the Licensee for the Products are as follows:
 - (a) for year 1 of the Term, \$135,000;
 - (b) for year 2 of the Term, \$120,000;
 - (c) for year 3 of the Term, \$100,000;
 - (d) for year 4 of the Term, \$90,000; and
 - (e) for year 5 of the Term. \$85,000.
12. Section 4.6 of the Agreement (Late Payment) does not apply to this License.
13. Section 4.7 of the Agreement (Acceleration) does not apply to this License.
14. The following provision is inserted into the Agreement as a new Section 8.2 immediately following Section 8.1:

“8.2 Deemed Compliance. To the extent Licensee is complying with its obligations to Nearmap under this Agreement, Licensee will be deemed to be in compliance with this Section 8.”

15. Section 17.12 of the Agreement is deleted in its entirety and replaced with the following:

“Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois applicable to agreements made and to be entirely performed within the State of Illinois, without resort to its conflict of law provisions.”

Part B: Offline Copy Add-on for Government

16. Nearmap will provide to the Licensee one single local “on-premises” copy of each Offline Copy Add-On for Government of a mutually agreed area of interest as further described in the shape file (“**AOI**”) attached to the New Subscription Quote.

17. Nearmap will provide the local “on-premises” copies indicated in the table below:

Year	Spring Ortho	Summer Ortho	Fall Ortho	Spring Oblique
2020	Included	Excluded	Excluded	Excluded
2021	Included	Excluded	Excluded	Excluded
2022	Included	Excluded	Excluded	Excluded
2023	Included	Excluded	Excluded	Excluded
2024	Included	Excluded	Excluded	Excluded

18. The Offline Copy Add-on for Government will be delivered to the Licensee on a mutually agreed date. In respect of the first Offline Copy Add-on for Government, Nearmap will deliver it no later than two (2) months from the date such imagery is made available on the Website.

19. The copy of the imagery contained in the Offline Copy Add-on for Government will be provided according to technical specifications detailed in the attached AOI.

20. Licensee may only use the Offline Copy Add-on for Government for Permitted Purposes.

21. Unless otherwise detailed in the attached AOI, the vintage of the imagery to be provided for the Offline Copy Add-on for Government is to be mutually agreed between the parties.

22. The Offline Copy Add-on for Government may be retained by Licensee after expiry or termination of this Agreement which may only be used for any purposes related to the Licensee’s ordinary business, but excluding Commercial Purposes at all times.

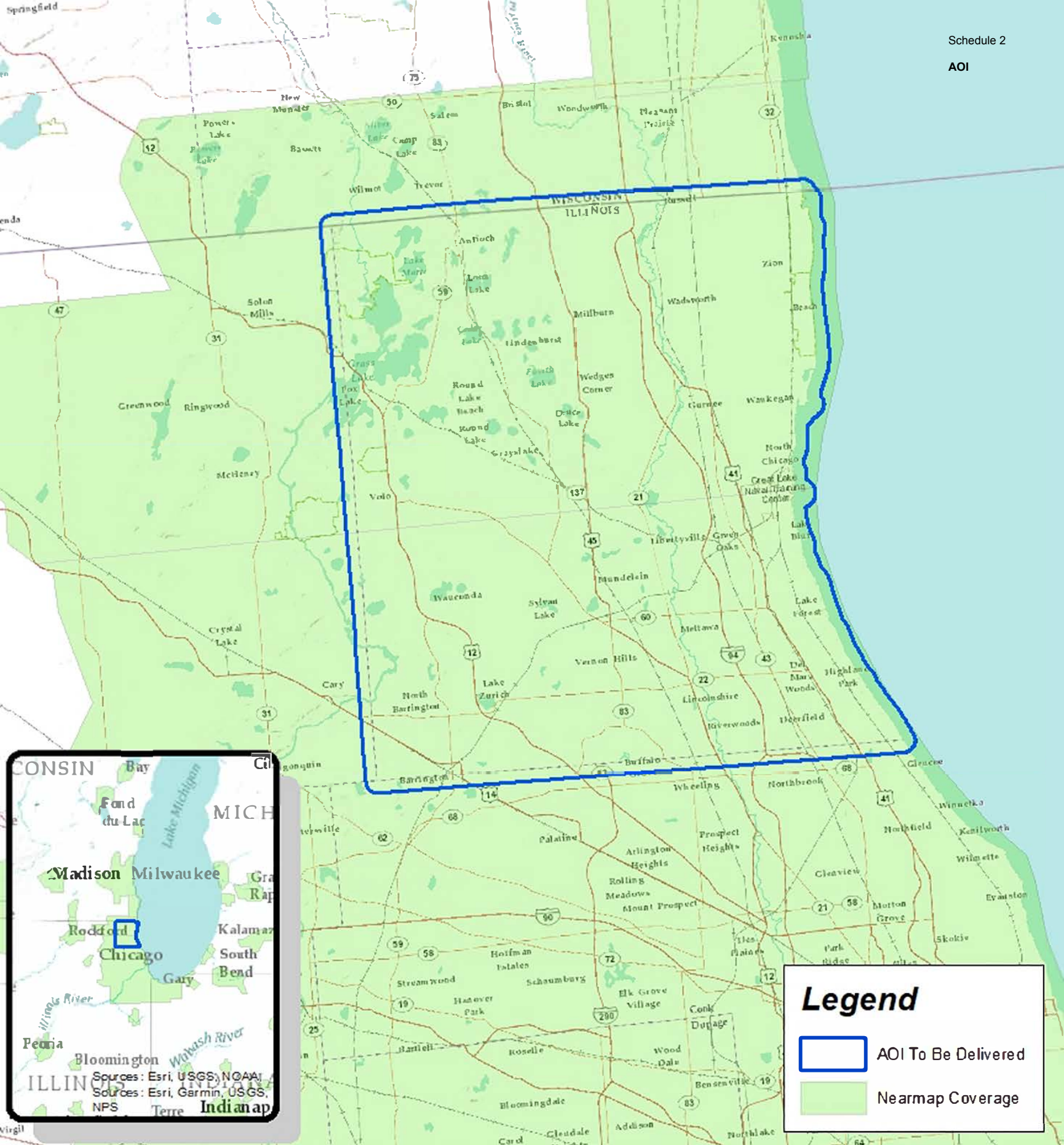
23. Subject to compliance with section 25 of this Schedule, the Licensee is permitted to publish extracts of Static Imagery contained within the Offline Copy Add-on for Government provided by Nearmap for years 2020, 2022, and 2024, provided however, the Licensee may not publish such Static Imagery until at least 12 months after such imagery is made available on the Website.

24. The Offline Copy Add-ons for Government will not be provided for Renewal Terms unless the parties expressly agree otherwise.

Part C: Public Display for Government

25. During the Term of the Agreement, the Licensee is permitted to publish extracts of static imagery contained within the Product ("**Static Imagery**") on the Licensee's public facing website subject to the following:

- (a) on a single domain ("**Licensee Website**");
- (b) web map view only which includes but is not limited to ArcGIS Online ("**WebMap**");
- (c) the extract of the Static Imagery that may be published must be in some way connected to the Licensee and its ordinary course of business. For the avoidance of doubt, the Licensee is expressly prohibited from publishing all imagery that may be accessible through the Product on the Licensee Website and the Webmap;
- (d) no export tools for the Static Imagery is to be made available through the WebMap and/or the Licensee Website;
- (e) the Static Imagery displayed must not be accompanied by drawing or measuring tools;
- (f) the Licensee must use online solutions for integrating the Static Imagery into the WebMap and/or to the Licensee Website which are made available by Nearmap from time to time, which at the Commencement Date is through an application programming interface for ArcGIS Online;
- (g) the Licensee must acknowledge Nearmap in accordance with the Agreement where the Static Imagery are displayed on the Licensee Website and WebMap;
- (h) the Licensee is not restricted on the vintage of the Static Imagery which may be displayed on the Licensee Website and Webmap;
- (i) the extracts of the Static Imagery displayed on the WebMap and/or the Licensee Website should not be degraded. But the zoom level of the Static Imagery is restricted to Level 20 (3-inch imagery resolution); and
- (j) it is the Licensee's responsibility to implement the zoom restriction set out in section 25(i) of this Schedule.



Lake County, IL

nearmap



Lake County, IL Specifications

GSD - 3"

Projection - NAD83 Illinois State Plane East FIPS 1201

Bands - 3 (RGB)

Format - GeoTIFF

Total SqMi: 518

Tiling - 1 mi x 1 mi

Accuracy - 75cm RMSE Horizontal Accuracy

Delivery: One (1) delivery annually from Spring 2020 - Spring 2024

Timing: Within 60 days of being hosted to MapBrowser