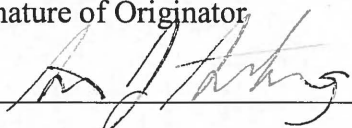
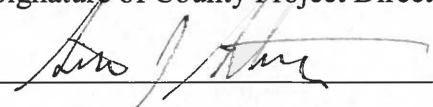
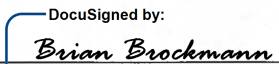


Change Notice Number 21 For the Agreement between County of Los Angeles and Pictometry International Corp for Digital Aerial Imaging (LAR-IAC5)	
Originator Name: Steven Steinberg	Originator Department: Internal Services Department
Originator Phone Number: 562-392-7126	Reason For Change: Use of Pool Dollars for Optional work by the County of Los Angeles
Description of Change: This change is intended to capture aerial imagery in Spring 2019 and Fall 2019. County of Los Angeles has provided a Statement of Work (see attached document) with a not-to-exceed amount of an additional \$418,807.20. This Change Notice Number 21 supersedes Change Notice Number 18. This is a no-cost change for the County of Los Angeles.	
Need/Justification for Change: Request from the County of Los Angeles to change the Scope of Work. The County will receive rights to the additional products.	
Project Schedule Impact: None	Cost Impact: Uses \$418,807.20 out of the total pool dollars of \$650,000.00
Signature of Originator 	Date August 15, 2019
County Project Director Action <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved	Signature of County Project Director 
Contractor Project Manager Action <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved	Signature of Contractor Project Manager DocuSigned by:  919C59280FF1419...

**AMENDMENT TO AGREEMENT DATED FEBRUARY 20, 2019 BETWEEN
 PICTOMETRY INTERNATIONAL CORP. (“PICTOMETRY”) AND
 LOS ANGELES COUNTY, CA - LARIAC (“CUSTOMER”)**

1. This Amendment, including all Sections and Appendices referenced herein (collectively, this “Amendment”) is entered into by and between Pictometry and Customer and supplements and modifies the terms of the Agreement dated February 20, 2019 as, to the extent applicable, previously modified by addenda or amendments thereto (collectively, the “Agreement”). Any purchase order or similar document issued by Customer in connection with this Amendment is issued solely for Customer’s internal administrative purposes and the terms and conditions set forth on such purchase order shall be of no force or effect as between the parties. To the extent that there is any inconsistency between the terms set forth in this Amendment and those set forth in the Agreement, the terms set forth in this Amendment shall prevail.

Section A: Product Descriptions, Prices and Payment Terms
 Section B: Non-Standard Terms and Conditions
 Sector Maps (2)

2. MODIFICATIONS TO AGREEMENT:

a. The Products, Payment Terms, Product Parameters, and Sector Maps of this Amendment shall supersede the Products, Payment Terms, Product Parameters, and Sector Maps of the Agreement dated February 20, 2019.

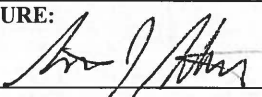
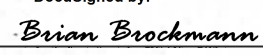
3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
9150 E IMPERIAL HWY	25 Methodist Hill Drive
Downey, CA 90242	Rochester, NY 14623
Attn: Steve Steinberg, Geographic Information Officer	Attn: General Counsel
Phone: (562) 392-7126 Fax: 323-881-6897	Phone: (585) 486-0093 Fax: (585) 486-0098

Either party may change their respective notice address by giving written notice of such change to the other party at the other party’s then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

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

PARTIES:

CUSTOMER	PICTOMETRY
LOS ANGELES COUNTY, CA - LARIAC	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware corporation
SIGNATURE: 	SIGNATURE: DocuSigned by: 
NAME: STEVEN J. STEINBERG	NAME: Brian Brockmann <small>919C59280FF1419...</small>
TITLE: Project Director	TITLE: Corporate Vice President
DATE: 15 August 2019	EXECUTION DATE: 8/15/2019
	DATE OF RECEIPT (EFFECTIVE DATE): 8/15/2019

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.
 25 Methodist Hill Drive
 Rochester, NY 14623

ORDER #
C6353555

BILL TO
Los Angeles County, CA - LARIAC
Steve Steinberg, Geographic Information Officer
9150 E IMPERIAL HWY Downey, CA 90242
(562) 392-7126
ssteinberg@isd.lacounty.gov

SHIP TO
Los Angeles County, CA - LARIAC
Steve Steinberg, Geographic Information Officer
9150 E IMPERIAL HWY Downey, CA 90242
(562) 392-7126
ssteinberg@isd.lacounty.gov

CUSTOMER ID	SALES REP	FREQUENCY OF PROJECT
A116640	bgarcia	Annual

FIRST PROJECT					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
1,998	IMAGERY – R8 – 3-inch GSD ortho per square mile	Product includes: 3-inch GSD orthogonal imagery, available online via an active CONNECT account (purchased separately). Applicable Terms and Conditions: Online Services General Terms and Conditions	\$150.00	\$101.85 (32.1%)	\$203,496.30
SUBTOTAL – FIRST PROJECT					\$203,496.30

SECOND PROJECT					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
2,114	IMAGERY – R8 – 3-inch GSD ortho per square mile	Product includes: 3-inch GSD orthogonal imagery, available online via an active CONNECT account (purchased separately). Applicable Terms and Conditions: Online Services General Terms and Conditions	\$150.00	\$101.85 (32.1%)	\$215,310.90
SUBTOTAL – SECOND PROJECT					\$215,310.90

Thank you for choosing Pictometry as your service provider.	TOTAL	\$418,807.20
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¹Amount per product = ((1-Discount %) * Qty * List Price)

FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement (“Fees”) are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts due under this Agreement including, but not limited to, attorneys' fees and court costs.

FIRST PROJECT

Due at Signing	\$75,000.00
Due Once Imagery is Posted into Connect	\$128,496.30
Total Payments	\$203,496.30

SECOND PROJECT

Due Once Imagery is Posted into Connect	\$215,310.90
Total Payments	\$215,310.90

PRODUCT PARAMETERS

FIRST PROJECT

MOSAIC TILES

Product:

Leaf:

IMAGERY – R8 – 3-inch GSD ortho per square mile

Leaf Off: Less than 30% leaf cover

SECOND PROJECT

MOSAIC TILES

Product:

Leaf:

IMAGERY – R8 – 3-inch GSD ortho per square mile

Leaf Off: Less than 30% leaf cover

SECTION B

NON-STANDARD TERMS AND CONDITIONS

1. License Terms: This Agreement shall be governed by all license terms and conditions as set forth in the Agreement by and Between County of Los Angeles and Pictometry International Corp. for Digital Aerial Data, dated December 3, 2013, and any and all amendments thereto.

SECTOR MAPS (2)

