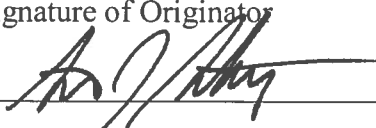



**Change Notice Number 22
For the Agreement between
County of Los Angeles and Pictometry International Corp
for Digital Aerial Imaging (LAR-IAC5)**

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: <p>Per sections 7.2 and 10 of the contract, this change is intended to use Pool Dollars for the County of Los Angeles to acquire additional data products. County of Los Angeles will capture 360 degree street-level imagery and LiDAR at a cost of \$90,000.00. The Street Level Imagery Statement of Work is attached.</p> <p>This is a no-cost change for the County of Los Angeles.</p>	
Need/Justification for Change: <p>Request from the County of Los Angeles to change the Scope of Work. The County will receive rights to the additional products.</p>	
Project Schedule Impact: None	Cost Impact: Uses \$90,000.00 out of the total pool dollars of \$650,000.00
Signature of Originator 	Date 11/18/19
County Project Director Action <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved	Signature of County Project Director 
Contractor Project Manager Action <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	Signature of Contractor Project Manager _____



1

Street Level Imagery Statement of Work

This Statement of Work details services to be performed and products to be delivered by **Pictometry International Corp.** ("Prime"), pricing and payment terms and the Designated Project Areas with respect to the defined Deliverables pursuant to the Subcontract between Prime and **Cyclomedia Technology Inc.** ("Subcontractor" or "Cyclomedia") dated January 28, 2015 (the "Subcontract").

Prime has entered into a prime contract with County of Los Angeles ("County") dated December 3, 2013 (the "County Contract") for work, portions of which have been subcontracted to Subcontractor pursuant to the Subcontract at the request of the County of Los Angeles ("County").

In the event there is a conflict between the terms of this Statement of Work and the Subcontract, the terms of this Statement of Work shall prevail.

1. Deliverables/Professional Services:

1.1 Professional Services: 360° GeoCycloramas and LiDAR will be captured for **159 drive miles** as defined in the Schedule A map.

- Prices include cloud-based storage and access for duration of license term.
- All standard license terms and agreements apply. See attached Schedule B.
- As long as the County continues to be an active customer (i.e. has a current license to Cyclomedia Imagery), no additional fees will be charged for storing historical data.
*
- Additional on-site training beyond the standard four hour startup services is \$1,750 per day plus travel expenses.
- Privacy Filter Option - face and vehicle license plate blurring is an additional 10% of "TOTAL AMOUNT" specified above and must be included for public websites.
- The County's access to and use of the Professional Services is subject to the County accepting and agreeing to the Cyclomedia End User Terms and Service Schedule, collectively attached hereto and made a part hereof as Schedule B, which County hereby accepts.
- StreetSmart Server - local hosting (installing the content on a customer server) is available for an additional fee of \$25k plus travel expenses.

*All data that is older than 4 years will be stored in standard definition format (non High Definition)

1.2 Software: Street Smart, Street Smart for ArcGIS Desktop, Street Smart, Street Smart for ArcGIS Online, Street Smart Widget for Web AppBuilder for ArcGIS

1.3 Feature Asset Extraction:

- Feature Asset extraction will be conducted from the 159 miles as defined within Schedule A1.

2. Fee Schedule

Professional Services:

159 Drive Miles Imagery, LiDAR and Data Extraction
Privacy Filter (Faces and License Plates) & Elevation Visualization Tool



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TOTAL AMOUNT US \$90,000**3. Corporate Statistics**

Firm Name	CycloMedia Technology Inc. 1 Belvedere Drive Suite 200 Mill Valley, CA 94941 United States of America
Business Address	
General email	info@cyclomedia.com
Office Phone	(800) 790-3652
Year Firm was Established	CycloMedia Technology Inc. (US Operation) established in 2013 CycloMedia Technology B.V. was established in 1991

3.1 CycloMedia Technology Inc. Project Team

Joe Astroth, Chief Executive Officer	jastroth@cyclomedia.com	(415) 717-7645
Peter Southwood, Account MGR.	psouthwood@cyclomedia.com	(415) 218-3862
Kory Ainsworth, Data Ops MGR.	kainsworth@cyclomedia.com	(608) 921-9172
Brock Duos, Technical Lead	bduos@cyclomedia.com	(318) 446-0520
Jim Michel, Delivery Serv. MGR.	jmichel@cyclomedia.com	(703) 785-4664

3.2 CycloMedia Content

Our patented technology creates a GeoCyclorama™ which is a spherical 360° panoramic image. More than just pictures, CycloMedia's GeoCycloramas provide an immediate and comprehensive overview of the geography. GeoCycloramas are recorded every 5 meters; providing a multiple viewing perspective of all objects.

3.3 Software

3.3.1 Street Smart™: Street Smart is an interactive web-based application that provides cloud access to GeoCycloramas and tools for measuring, collecting data, and reporting. The software and data are directly available from CycloMedia through our software as a service (SaaS) model.

- GeoCycloramas and basemaps are geographically linked
- Conduct searches with address, postal code or coordinates
- Integrate with your own applications and work processes using the StreetSmart API
- Determine the location and dimensions of objects in GeoCycloramas
- Create precise point, line and area measurements
- Overlay your own spatial data on the GeoCycloramas
- Supports Open Geospatial Consortium (OGC) standards
- Integrate data in formats such as WFS, WMS, Shapefile and GML
- Create reports



- Bookmark locations of interest
- Save GeoCyclorama views as images.

3.3.2 Street Smart for ArcGIS Desktop: Visualization, measurement and overlay tools within ArcMap or ArcGIS Pro allow you to fully leverage the power of GeoCycloramas within your existing ArcGIS environment.

- Open GeoCycloramas from a recording point layer added to the map
- View one or multiple GeoCycloramas
- Measure on GeoCycloramas
- Use the native editing capabilities of ArcGIS to collect features in 2D or 3D
- Save GeoCyclorama views as images

3.3.3 Street Smart™: This new interactive web viewer built on HTML5 technology provides cloud access to GeoCycloramas and tools.

- Use Street Smart on the desktop or tablet
- Conduct searches with address, postal code or coordinates
- Integrate with your own applications and work processes using the Street Smart API
- Where historical GeoCycloramas exist, "time travel" to see previous dates
- Save GeoCyclorama views as images

3.3.4 Street Smart for ArcGIS Online: This application for ArcGIS Online subscribers integrates GeoCyclorama display, point feature editing, and measuring into ArcGIS Online.

- Add recording point layer to web map used in the application
- View feature services as overlays on GeoCycloramas
- Edit point features and their attributes
- Take linear measurements

3.3.5 Street Smart Widget for Web AppBuilder for ArcGIS: Bring GeoCyclorama display into applications created using Web AppBuilder with the Street Smart widget.

- Add recording point layer to web map used in the application
- View GeoCycloramas
- Where historical GeoCycloramas exist, "time travel" to see previous dates
- Save GeoCyclorama views as images

3.4 Hosting

- Street Smart Cloud – Secure, scalable hosting service managed by Cyclomedia that's free to customers. CycloMedia processes and stores GeoCycloramas in the Microsoft Azure Cloud.
- Street Smart Administrator – The named administrator can view the settings and statistics for the customer account in the StreetSmart account tool. New accounts, restrictions and permissions are managed by CycloMedia.
- If you prefer to host the data on premise, Street Smart Server is available for an additional fee.

3.5 Developer Tools

- Street Smart API – Industry standard Javascript API. Documentation, code examples and support is available through our website. Professional services may be purchased for application development assistance for \$1500 per day plus travel expenses.

3.6 Acquisition



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CycloMedia's solution will provide the County with high resolution, 100-megapixel images captured every 5 meters with high accuracy. Multiple images will be available in which to interpret analyze and measure assets.

The CycloMedia vehicle is equipped with a Verizon Networkfleet GPS tracking device. This enables Cyclomedia managers to login and track the location of the driver. Access to the website can be given to the County if they desire.

In order to determine the proper coverage, CycloMedia will refer to the Shapefiles provided by the County that delineates the areas to be driven in one or multiple passes.

Images will not be collected during rainstorms, dust storms, at night or during any other environmental factors that will obscure the image quality and detail. It is CycloMedia's standard operating procedure that imagery is only collected when the sun angle is at least 24° above the horizon and with minimal moisture in the environment.

3. Production

During the image production phase, CycloMedia will ensure that every image is of high quality and meets internal quality control standards for imagery including, at a minimum, images will be free of digital artifacts, excessive shadows, radiometric and tonal imbalance, glare, extreme contrast, smearing, warping or distortion of features, ghosting, voids and artificial colorations.

The raw position measurements from the GPS/IMU sensors in the vehicle, plus the reference data from a network of permanent GNSS reference stations, are processed into an accurate position and orientation for each 360° image.

The five images are prepared for editing including adjustment for white balance, chromatic aberration, de-mosaicking (color filter array interpolation), color artifacts reduction and tone mapping and then combined into a 360° view. Several different image operations are performed on the 360° image soon after, including local contrast enhancement, sharpening and adaptive histogram enhancements.

As soon as these steps are done, quality reports are automatically generated. These reports are used in the manual controls to approve a series of images. Images may be rejected after verification or possibly after visual inspection. Examples of these error messages are the degree of over or underexposure, wide class differences between the front and rear camera or high inaccuracy in the position. In addition, systematic series of images are being randomly checked for visible defects, such as dirt or water on the lenses or low sun angle glare. The quality control requires that the urban area is visually inspected every third image and outlying areas are inspected every tenth image. In addition, the team will also check whether the recordings completely cover the project area.

This completeness check is done based on the recording locations compared with the County's map or Open Street Map data stored by default in StreetSmart. Images that have been rejected or areas that are missing will be redone in the rework process.

4. Schedule and Delivery

This Project covers the capture of approximately **159 linear miles**. CycloMedia will start the drive, process, and perform quality control on the imagery with the date of commencement to be determined upon signing of this agreement.

A driver can be expected to collect approximately 40 linear miles of data per day. This collection timeframe factors in a slower drive time in densely populated areas and drive time.



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At this rate, the area requested will require approximately 4 days of collection including contingency time for bad weather and missed days.

CycloMedia will make its initial delivery of images four weeks after the start of image collection, and will make weekly deliveries thereafter.

5. Quality Control

As a road is driven, a green marker (signaling good GPS/IMU receiving) is automatically placed at the recording location on the in-vehicle map display – if there are any errors with the camera, available light or GPS signal, a red marker will signify to the driver that an image needs to be recaptured immediately.

The driver is required to periodically preview the captured imagery to ensure that the cameras are functioning properly and the five camera lenses are free of dirt, pollen, insects etc. A periodic visual check and cleaning of the camera lenses is also performed. This user interface, although not an automated routing system, allows the driver a better overall picture of what has been and needs to be captured and immediate feedback regarding the quality of the imagery.

6. Training

Four hours of on-site training is included with the license agreement. Follow up on-site and/or web-based training is available if needed. Technician is available to answer questions via email or phone for duration of the license term.

7. Technical Support

Technical support services, via phone or email, are available Monday – Friday, 8am – 5pm. Typical response/resolution time for tech support inquiries is within 24 hours of initial contact. The CycloMedia Service Desk contact form for all support cases is on our website at: <http://www.cyclomedia.com/us/StreetSmartcontact>

CycloMedia schedules biannual releases and sends out a newsletter to U.S. customers with information regarding the updates in new releases. Patch updates are scheduled to take place on Wednesdays.

8. Project Management

Cyclomedia will designate a Project Manager ("CycloMedia PM") for this project who will be the main point of contact for all communication with both the Pictometry Project Manager ("Pictometry PM") and the County Project Manager (County PM) The CycloMedia PM will lead its project team and ensure the project progresses with minimal interruption to the proposed schedule. Regular progress updates will be provided to both the Pictometry PM and the County PM on a weekly basis. Any issues will be communicated to the County PM immediately with a copy made to the Pictometry PM.

9. Invoicing

Pictometry will invoice the County as follows:

- 30% (US \$27,000) up front mobilization fee due at contract signing.
- 70% (US \$63,000) upon completion of the work and after the acceptance by the County and Pictometry.
- Pictometry will then pay CycloMedia in accordance with the terms of the Subcontract.

10. Final Delivery Report

The Final Delivery Report provides the County with a summary of the overall miles driven, areas collected and positional accuracy of the project area. With a worldwide-patented



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recording technology every pixel in the GeoCyclorama is georeferenced and represents a spatial direction with a known orientation from a known recording position. The accuracy emanates from the recording location where each GeoCyclorama provides metadata with information on the date/time, the accuracy of the recording point, the spatial reference system and camera system information. The accuracy of each recording point is reported to the County geographically in a heat map as Figure 1 below demonstrates.

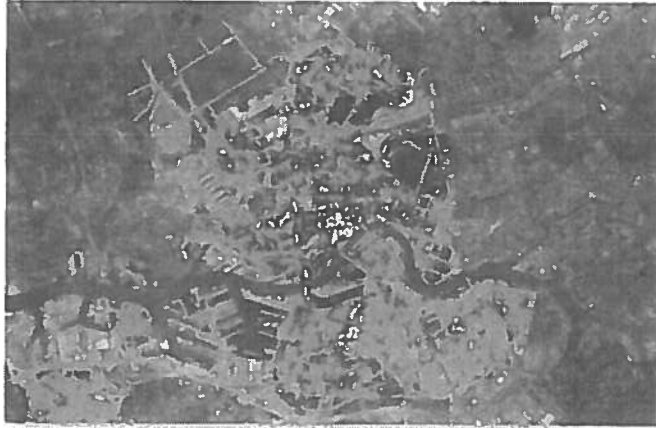


Figure 1. Green shows high positional accuracy, red is poor positional accuracy due to minimal GPS/IMU signal under urban canyons and dense vegetation.

By executing this Statement of Work, Prime and Subcontractor each accept and agree to the terms set forth herein and by doing so make this Statement of Work part of the Subcontract.

CycloMedia Technology, Inc.	Pictometry International Corp.
By: <i>Joseph Astroth</i>	By: <small>DocuSigned by:</small> <i>Brian Brockmann</i>
Print Name: Joseph Astroth	Print Name: <small>919C59280FF1419</small> Brian Brockmann
Title: Chief Executive Officer	Title: Corporate Vice President
Date: <i>10/24/19</i>	Date: 10/24/2019

By executing this Statement of Work, the County accepts the terms set forth in this Statement of Work and agrees to and accepts Cyclomedia's End User Terms, as set forth in Schedule B.

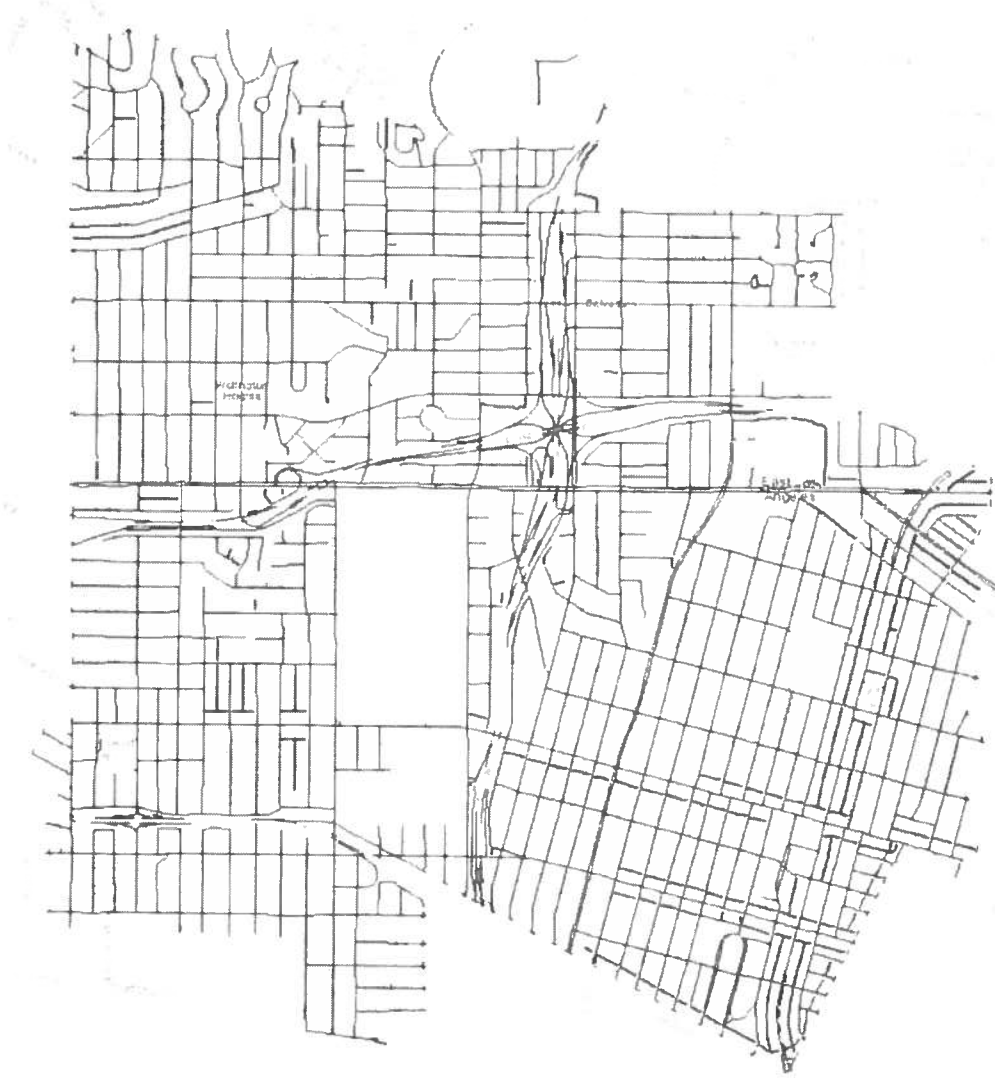
County of Los Angeles, CA
By: <i>Steve Steinberg</i>
Print Name: Steve Steinberg
Title: Geographic Information Officer
Date: <i>10/22/2019</i>



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SCHEDULE "A" MAP

'East Los Angeles' California



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SCHEDULE "A1" DATA EXTRACTION

Asset	Asset Class	Attributes	Description
Signs	Point (Ground-based)	Point Location and MUTCD Code	Location of MUTCD Signs with associated MUTCD code
Utility Pole	Point (Aerial-based)	Point location for utility poles	Poles with power and/or communication lines attached to them
Other Poles	Point (Aerial-based)	Point location for non-utility, non-light poles, non-traffic poles	Location of Other Poles (non-utility, non-light, non-traffic)
Traffic Lights	Point (Aerial-based)	Point layer for traffic lights	Point placed at base of traffic light pole OR on physical traffic light
Street Lights	Point (Aerial-based)	Point layer for street lights only. Not power poles that have street lights on them.	Light meant to luminate ROW. Private lights will not be collected
Trees	Point (Aerial-based)	Point layer for all trees within ROW	Location of Trees
BOC	Line (Ground-based)	Lines representing back of curb	Back of Curb (BOC)
EOP	Line (Ground-based)	Lines representing edge of pavement	Can be extracted at base of curb or seam where curb meets roadbed
Driveways	Line (Ground-based)	Lines representing edge of driveway	Two lines extracted at each edge of driveway where driveway meets roadbed going back ~20 feet into driveway
Sidewalks	Line (Ground-based)	Lines edge of sidewalks	Lines at two edges of sidewalk OR line up center of sidewalk
Pavement Striping	Line (Ground-based)	Line representing pavement stripes used to denote lanes	Type (Dashed, Solid, Solid-Dashed, Double Solid), Color (White, Yellow)
Paint Symbols	Point (Ground-based)	Points on paint marking in the road	Single pavement messages on road (STOP, ONLY, LEFT ARROW, etc.) – full list available upon request
ADA Ramp	Point (Ground-based)	Points on ADA ramps	Point where elevated sidewalk slopes downward toward road to meet ADA compliancy, generally found at intersections
Bus Stop and Pads	Point (Ground-based)	Points representing bus stops and Pads	Point feature denoting designated areas for a bus to pull over and pick up passengers
Cabinets	Point (Ground-based)	Points on above ground cabinets	Large metal structure with door & handle for access
Fire Hydrants	Point (Ground-based)	Points on Fire Hydrants	Location of Fire Hydrants
Manholes	Point (Ground-based)	Points on manholes in streets	Large circular cap covering an access point for underground utilities
Strom Drains	Point (Ground-based)	Points on Storm Drains and Catch Basins	Structure meant for excess water in roadway to drain into
Underground Substructure	Point (Ground-based)	Points for Underground Substructures	Small square or rounded structures to allow underground access to utility
Valves	Point (Ground-based)	Points on Ground Valves	Small circular caps meant to control water or gas flow for pipelines beneath surface of the road
Pedestal	Point (Ground-based)	Point on Ground Pedestals	Smaller above ground structure without access door. Are generally green and near residential housing
Vault	Point (Ground-based)	Point on Vaults	Large underground substructures capable of a person climbing down into



SCHEDULE "B"
CycloMedia End User Terms

Add On 3rd Party Products

Product Name	Licensor	Additional Scope of Use Requirements and Notes
GeoCycloramas, StreetSmart API	CycloMedia Technology Inc.	For the Standard Use Subscription License area, the County of Los Angeles is granted a 2 year license to CycloMedia's GeoCycloramas (360 degree street imagery) accessed via the StreetSmart API.

GENERAL TERMS AND CONDITIONS OF CYCLOMEDIA TECHNOLOGY, INC.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. THEY MATERIALLY AFFECT THE PARTIES' OBLIGATIONS. CYCLOMEDIA TECHNOLOGY, INC. WILL DO BUSINESS ONLY ON THE TERMS AND CONDITIONS BELOW.

1. ENTIRE AGREEMENT. These terms and conditions ("**Terms**") contain all of the additional terms and conditions of CycloMedia Technology, Inc. ("**CycloMedia**") applicable to the CycloMedia Offerings ordered by the customer ("**Customer**") from the Supplier for delivery to Customer by CycloMedia in fulfillment of Supplier's procurement and supply obligations to the Customer. These Terms shall apply to the exclusion of any other statements, agreements, terms and conditions incorporated in Customer's order or other documents of Customer. CycloMedia's supply of the CycloMedia Offerings is expressly conditioned on Customer's acceptance of these Terms, and Customer, upon placing an order with the Supplier, accepts these Terms in their entirety without modification. If any of these Terms conflict with any of the terms of any Customer order, these Terms will control with respect to the CycloMedia Offerings and will take precedence and control solely with respect to the CycloMedia Offerings covered by the Customer's order.

2. DEFINITIONS. In addition to terms defined in these Terms, the following terms will have the following meanings.

2.1 "**Authorized Users**" means those individuals authorized by Customer to access the CycloMedia Offerings and who have been supplied user identifications and passwords.

2.2 "**CycloMedia Data**" means the data collected by the CycloMedia Offerings, including statistics relating to how often data is captured, transferred, stored, copied, manipulated, or downloaded, performance metrics relating to CycloMedia Offerings, Image Material and configuration settings.

2.3 "**CycloMedia Offerings**" means the Software, Image Material, hosting and maintenance and product related CycloMedia professional services ordered and procured by Customer from Supplier.

2.4 "**CycloMedia Property**" means the CycloMedia Offerings, Documentation, Image Material, CycloMedia Data, CycloMedia's Marks (including without limitation "CycloMedia"), CycloMedia's Confidential Information, all Documentation or data provided by CycloMedia to Customer under these Terms, and all corresponding intellectual property rights.

2.5 "**Customer Data**" means all data or information provided or submitted by Customer.

2.6 "**Customer Property**" means Customer Data, Customer's Marks, and Customer's Confidential Information and all corresponding intellectual property rights.

2.7 "**Documentation**" means the technical, user and reference manuals, notes, instructions and summaries, technical release notes, specifications and any other supporting documentation related to



the CycloMedia Offerings, in digital or printed form.

2.8 “**Image Material**” means the photographs taken from land, air, or water and digital seamless 360-degree photographs taken at street-level (“GeoCycloramas”) related to the CycloMedia Offerings, in digital or printed form, including the associated metadata, and offered for use with the Software.

2.9 “**Marks**” means any trademarks, service marks and logos, whether registered or unregistered.

2.10 “**Software**” means the object code version of the CycloMedia software, whether such software is accessed remotely over the Internet or is provided on media to Customer for use on computing devices under the control of Customer.

2.11 “**Subscription Term**” means the CycloMedia license subscription term as ordered by the Customer from the Supplier during which CycloMedia Offerings are made available to Customer over the Internet .

2.12 “**Supplier**” means Pictometry Inc. acting in the capacity as a Customer vendor and supplier of the CycloMedia Offerings to the Customer.

2.13 “**Third Party Technology**” means the object code version of software or other technology that is licensed by CycloMedia or Customer from third parties, whether such software or technology is accessed remotely over the Internet or is provided on media for use on computing devices under the control of CycloMedia or Customer, as applicable.

3. RESPONSIBILITIES.

3.1 CycloMedia Responsibilities. CycloMedia will perform the CycloMedia Offerings as ordered by the Customer from the Supplier.

3.2 Customer Responsibilities. Customer (i) will provide or upload sufficient Customer Data, in a suitable format, for CycloMedia to provide the CycloMedia Offerings; (ii) will have suitable computing devices to be able to access the CycloMedia Offerings; (iii) will not use the CycloMedia Offerings for any inherently dangerous application or for an illegal activity; (iv) is solely responsible for backing up all Customer Data; (v) promptly will report to CycloMedia any unauthorized use of the CycloMedia Offerings; and (vi) will comply with all Customer requirements and use guidelines provided by CycloMedia (“**Use Guidelines**”). Customer shall allow each Authorized User access to the CycloMedia Offerings on a maximum of three computing devices.

3.3 User Names, Passwords and Compliance. Customer is responsible for keeping its user name(s) and password(s) confidential and secure, and limiting access to the CycloMedia Offerings to its Authorized Users. Customer is solely responsible and liable for any activity that occurs under its account, including without limitation all actions of Authorized Users. Customer will notify CycloMedia in writing within 3 days of Customer’s discovery of any unauthorized use. CUSTOMER HAS SOLE RESPONSIBILITY FOR (I) ENSURING ITS OWN COMPLIANCE WITH ALL APPLICABLE LAWS OR REGULATIONS, AND (II) THE ACCURACY, QUALITY, INTEGRITY, LEGALITY, RELIABILITY, AND APPROPRIATENESS OF ALL CUSTOMER DATA AND ACTIVITIES.

3.4 CycloMedia Data Collection. The CycloMedia Offerings may collect certain non-personally identifiable information that resides on Customer’s computer system or is generated by Customer’s use of the CycloMedia Offerings, including, without limitation to, statistics relating to how often data is captured, transferred, stored, copied, manipulated, or downloaded, performance metrics relating to the CycloMedia Offerings, and configuration settings. This information may be used by CycloMedia without restriction.

3.5 Subcontractors; Third Party Technology. CycloMedia shall have the right to use or subcontract

with third parties to provide the CycloMedia Offerings; provided, however, that CycloMedia is not released from responsibility for its obligations under these Terms. CycloMedia shall have the right to use any Third Party Technology in the CycloMedia Offerings, and such Third Party Technology incorporated in the CycloMedia Offerings may be subject to the terms and conditions of the third party.

3.6 Delivery. Any delivery dates set forth in the applicable Customer order are estimates only and CycloMedia reserves the right to readjust delivery dates without liability; provided, however, that CycloMedia shall use commercially reasonable efforts to provide or deliver all CycloMedia Offerings on or before any applicable delivery dates. CycloMedia may provide or deliver any CycloMedia Offerings in whole or in installments.

3.7 Change Orders. Any requested changes to the scope or performance of the CycloMedia Offerings shall be processed through the change order process agreed between Supplier and Customer.

4. FEES AND PAYMENT.

4.1 Payment. Customer’s payment for the CycloMedia Offerings shall be made to the Supplier as agreed under the procurement contract arrangement between Customer and Supplier.

4.2 Suspension of Services. If advised by Supplier acting in good faith that Customer’s account with Supplier is substantially overdue (except with respect to charges then under reasonable and good faith dispute) without reasonable prospect of payment CycloMedia reserves the right to immediately suspend Services and Customer access to the CycloMedia Offerings, without liability, until Customer pays all overdue amounts in full or provides adequate assurance to Supplier of Customer’s ability to fulfill its payment obligations, either then due or thereafter arising..

5. TERM; TERMINATION; CHANGES.

5.1 Term. These Terms continue until termination of the later of the last Subscription Term or completion of the supply of the CycloMedia Offerings ordered by the Customer (the “Term”).

5.2 Termination for Cause. A party may terminate these Terms for cause: (i) 30 days following written notice to the other party of a material breach, provided such breach remains uncured; or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. In addition, CycloMedia may terminate these Terms or the supply of the CycloMedia Offerings immediately upon a material violation of the applicable Use Guidelines by the Customer.

5.3 Effect of Termination. Upon termination of these Terms the parties will return or destroy any Confidential Information disclosed under these Terms. The provisions of these Terms that should by their nature survive termination of these Terms will survive any termination.

5.4 Regulatory and Legal Changes. If changes in applicable law, regulation, rule or order materially affect delivery of the CycloMedia Offerings, the parties will negotiate appropriate changes to these Terms.

6. OWNERSHIP AND GRANT OF RIGHTS.

6.1 CycloMedia Property. Title to and ownership of all intellectual property rights relating to the CycloMedia Property will at all times remain with CycloMedia, including all adaptations, modifications, derivative works, additions or extensions, whether made by CycloMedia, Customer, or a third party.

6.2 Customer Data. As between CycloMedia and Customer, all Customer Data is owned by Customer. Customer grants CycloMedia a limited, non-exclusive right to use, access, duplicate, sublicense, and



modify the Customer Data solely to perform its responsibilities under these Terms.

6.3 Grant of Rights. During each Subscription Term, CycloMedia grants to Customer limited, non-exclusive, non-transferable, non-sub-licensable rights to access and use the CycloMedia Offerings identified in the applicable Customer order with the Supplier. All other rights are reserved by CycloMedia.

7. CONFIDENTIAL INFORMATION.

7.1 Definition of Confidential and Proprietary Information. “**Confidential Information**” means trade secret other non-public information of or concerning a party or its business, suppliers, customers, products, or services, disclosed by a Party (“**Disclosing Party**”) to the other Party (“**Receiving Party**”). Without limitation, the CycloMedia Offerings and CycloMedia Data are CycloMedia Confidential Information and Customer Data are Customer Confidential Information. Information will not be considered to be Confidential Information to the extent that it (i) is already known to Receiving Party on a non-confidential basis when first obtained from Disclosing Party, (ii) is or becomes publicly known through no wrongful act of Receiving Party, (iii) is rightfully received by Receiving Party from a third party without restriction, or (iv) was independently developed by Receiving Party without use of any Confidential Information of Disclosing Party. Neither party will use or disclose any Confidential Information of the other party except as permitted by these Terms. Confidential Information of Disclosing Party will be maintained under secure conditions by Receiving Party using reasonable security measures and, in any event, not less than the same security measures used by Receiving Party for the protection of its own Confidential Information.

7.2 Compelled Disclosure. If Receiving Party is compelled by law to disclose Confidential Information of Disclosing Party, it will, if possible, provide Disclosing Party with prior notice of the compelled disclosure and reasonable assistance, at Disclosing Party’s cost, if Disclosing Party wishes to contest the disclosure.

7.3 Remedies. If Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of Disclosing Party in breach of this Section, Disclosing Party will have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

8. LIMITED WARRANTY.

8.1 CycloMedia Offerings. CycloMedia warrants the CycloMedia Offerings will operate in substantial conformity with the applicable Documentation provided by CycloMedia to Customer. In the event of any breach of the warranty in this Section, which must be reported in writing by Customer within five (5) business days after Customer discovers or reasonably should have discovered such breach, Customer’s sole and exclusive remedy, and CycloMedia’s sole obligation, will be for CycloMedia to correct the reported nonconformity within a commercially reasonable period. The media on which Software is delivered is warranted for thirty (30) days following delivery.

8.2 Limitations. CycloMedia does not make any warranty and is not responsible in any way for Third Party Technology or for loss of Customer Data. Customer acknowledges that communications and transactions conducted on-line may not be absolutely secure, that there may be system or Internet failure that limits Customer’s accessibility to the CycloMedia Offerings, and that on-line services are not guaranteed to be error-free. By using the CycloMedia Offerings, Customer accepts all responsibility and risk associated with the use of the CycloMedia Offerings and the Internet generally.

8.3 Disclaimer of All Other Warranties. THE EXPRESS WARRANTIES IN THESE TERMS ARE IN LIEU OF, AND CYCLOMEDIA DISCLAIMS, ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), RELATED TO THESE TERMS, WHETHER ARISING BY LAW, CUSTOM OR USAGE IN THE TRADE, COURSE OF DEALING, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED

WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT CYCLOMEDIA OR A THIRD PARTY SOFTWARE SUPPLIER IS AWARE OF ANY SUCH PURPOSE). *CYCLOMEDIA MAKES NO REPRESENTATION OR WARRANTY THAT CUSTOMER'S USE OF THE CYCLOMEDIA OFFERINGS OR THE CYCLOMEDIA SITE, WILL BE IN COMPLIANCE WITH ANY LAW OR REGULATION.*

9. LIMITATION OF LIABILITY.

9.1 Direct Damages. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS) RELATED TO THESE TERMS, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT FOR LIABILITY ARISING FROM GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, THE TOTAL CUMULATIVE LIABILITY OF CYCLOMEDIA FOR ANY BREACH OF THESE TERMS WILL NOT EXCEED THE AMOUNTS PAID OR PAYABLE BY CUSTOMER TO THE SUPPLIER FOR THE CYCLOMEDIA OFFERINGS.

9.2 Limitation of Action. Except for actions for nonpayment or liability arising from Section 10, no claim, suit, action or proceeding relating to these Terms may be brought by either party more than 2 years after the cause of action has accrued.

10. CUSTOMER REPRESENTATIONS AND WARRANTIES.

10.1 Regulations. Customer represents and warrants that it is currently complying and will continue to comply with all requirements of laws and regulations applicable to Customer's use of the CycloMedia Offerings, and all other applicable federal, state and local laws, regulations and guidelines, including but not limited to those relating to export control, anti-corruption, and anti-terrorism ("**Regulations**").

10.2 Reliance. In connection with the performance of the CycloMedia Offerings, the parties agree that CycloMedia may rely upon the Customer Property. Customer represents and warrants that the Customer Property is complete and accurate. If any error results from incorrect Customer Property supplied by Customer, Customer shall be responsible for discovering and reporting such error, payment to Supplier on CycloMedia's behalf of any and all fees and expenses incurred by CycloMedia due to such error, payment for any additional CycloMedia Offerings to be performed by CycloMedia due to such error, and supplying the Customer Property necessary to correct such error by reprocessing at the earliest possible time.

11. INDEMNIFICATION.

11.1 Indemnification by CycloMedia. CycloMedia will indemnify, defend, and hold harmless Customer, its directors, officers, employees, and agents, against all costs, liabilities, losses, fines and expenses (including, but not limited to, reasonable attorneys' fees) arising from any government investigation or enforcement and/or third party claim, suit, action, or proceeding (each, an "**Action**") against Customer solely to the extent that the Action is based on a claim that any Software infringes any United States copyright or misappropriates any trade secret. CycloMedia will pay costs and damages finally awarded against Customer in any such Action, or those costs and damages agreed to in a monetary settlement of an Action. If the Software becomes, or in CycloMedia's opinion is likely to become, the subject of an infringement or misappropriation claim, CycloMedia may, at its option and expense, either: (i) procure for Customer the right to continue using the Software as part of the CycloMedia Offerings, or (ii) replace or modify the Software so that it becomes non-infringing (provided any such replacement or modification does not materially degrade the Software's functionality as described in the then-current Documentation). Notwithstanding the foregoing,

CycloMedia will have no obligation with respect to any Third Party Technology or Customer Property or an infringement or misappropriation claim if the Software is being misused, used in violation of these Terms or any Regulations, used in nonconformance with the Documentation, or has been modified by Customer or any third party. CycloMedia's obligations under this Section will constitute its sole and exclusive obligations and Customer's sole and exclusive remedy in the event that any claim or action is brought against Customer alleging that the CycloMedia Offerings infringe, misappropriate, or otherwise violate the rights of any third party.

11.2 Notification and Cooperation. The obligations under this Section are conditioned on (a) Customer notifying CycloMedia promptly in writing of the commencement of any Action, (b) the Customer giving CycloMedia sole control of the defense and any related settlement negotiations, and (c) Customer cooperating with the CycloMedia in the defense.

12. **NON-SOLICITATION.** During the Term and for a period of 6 months following the termination or expiration of these Terms, Customer agrees not to solicit, nor attempt to solicit, the services of any employee or sub-contractor of CycloMedia who provides services to Customer during the Term without prior written consent. Customer will not be in violation this Section if an employee or subcontractor of CycloMedia responds to a public advertisement of an open position and is subsequently hired.

13. **CHOICE OF LAW; DISPUTE RESOLUTION.** These Terms will be interpreted and construed in accordance with the laws of the State of Arizona and the United States, excluding conflict of laws provisions. All disputes relating to these Terms will be subject to the exclusive jurisdiction of state and federal courts in Phoenix, Arizona, and the parties will submit to the personal and exclusive jurisdiction and venue of these courts; provided, however, that the foregoing does not prohibit CycloMedia from instituting an action in any court of competent jurisdiction to obtain injunctive relief to protect or enforce its intellectual property rights.

14. **RELATIONSHIP OF THE PARTIES.** The Supplier and CycloMedia are independent contractors, Customer acknowledges and agrees that the CycloMedia Offerings are being supplied by CycloMedia to the Customer in its capacity as the Supplier's subcontractor under the procurement contract in place between Customer and Supplier. Nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent or joint venture between any of the parties.





SERVICE SCHEDULE

StreetSmart Cloud - Software as a Service ("SaaS")

This Service Schedule applies in addition to the General Terms and Conditions ("**Terms**") to the provision of StreetSmart Cloud, a secure, scalable service that includes the hosting and provision of Image Material and Software.

1. **Definitions.** In addition to terms defined in the Terms, the following terms will have the following meanings:

1.1 "**CycloMedia Site**" means the website provided by CycloMedia to Customer so it may access StreetSmart and Image Material on a remote basis.

1.2 "**Subscription Fee**" means the annual fee for a StreetSmart Cloud Subscription.

1.3 "**Subscription Start Date**" means the date that the Fee Schedule is submitted or is otherwise identified on the Fee Schedule.

1.4 "**Subscription Term**" means the period defined in the applicable Fee Schedule.

1.5 "**System**" means the computers, servers and related equipment used by or on behalf of CycloMedia to provide access to the Services.

1. **CycloMedia Responsibilities.** CycloMedia will provide access to the CycloMedia Site as of the Subscription Start Date, respond to Service incidents, and host and maintain the CycloMedia Site and Customer Data as set forth in this Schedule and the Terms. CycloMedia will make reasonable efforts to make the CycloMedia Site available to the Customer twenty-four hours a day, seven days a week.

2. **Customer Responsibilities.** Customer (i) will upload sufficient Customer Data, in a suitable format, for CycloMedia to provide the Services; (ii) will have suitable computing devices to access the CycloMedia Offerings; (iii) is solely responsible for providing adequate security of Customer's internal systems, Customer Data and for all third-party fees associated with provision of the Services; and (iv) will comply with all third party acceptable use policies related to Third Party Technology used to view the Image Material.

3. **Use Guidelines.** Customer will use the Services solely for its internal business purposes and will not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit the Services; (ii) attempt in any way to circumvent or otherwise interfere with any security precautions, procedural controls, or other measures relating to the CycloMedia Offerings; (iii) attempt to reverse engineer or decompile any component or element of the CycloMedia Offerings, (iv) transfer to third parties or permit third parties to use Customer's user name and password or CycloMedia Property, (v) use the System or the Services for any acts that are contrary to any applicable Regulations, or (vi) copy any Documentation other than is necessary for the purposes permitted under these Terms and for backup purposes, provided that Customer shall not remove any of CycloMedia's Marks when copying such Documentation. CycloMedia may immediately suspend all access to the CycloMedia Site and disable all Authorized User logins in the event CycloMedia reasonably suspects a misuse of the Services.

4. **Management of Services.** CycloMedia is at all times entitled to make changes in the log-in procedure. CycloMedia will notify Customer about such changes as soon as possible. Without prior notice being required, CycloMedia is entitled to discontinue the operation of the System and/or the Services temporarily or to restrict use to the extent this is reasonably necessary for maintenance purposes or for necessary adjustments to or improvements in the System and/or Services without the Customer or an Authorized User being entitled to claim any compensation from CycloMedia.

5. **Payment.** Customer shall pay the agreed-upon Subscription Fee in advance. CycloMedia may change its fees from time to time; provided, however, that CycloMedia shall provide 30 days written notice of any change in fees. In the event that CycloMedia shall increase its fees pursuant to this Section, Customer shall have the right to terminate its current Order Form effective the date of such change in fees. Customer's obligation to payment of fees remains in full force and effect during any periods when the Services are inoperable.

6. **Suspension of Service.** CycloMedia has the right to suspend, terminate, or otherwise restrict the Customer's use of the Services or the Software if such use (a) results in a failure or delay of any network or system of CycloMedia or a third party, (b) is in violation of the Use Guidelines, or (c) if necessary or desirable for



maintenance or improvement purposes. CycloMedia is not liable for any Action arising from the suspension, termination, or restriction of the Services or access to the Services pursuant to this Section.

7. Effect of Termination. Customer has (30) days after the effective date of termination of this Agreement, or after the termination of an Order Form, to return or destroy any Confidential Information of CycloMedia. Further, if Customer terminates the Service before the end of the Subscription Term, Customer will not be entitled to any refund of prepaid fees and any fees by owed by Customer are immediately due and payable.

8. Warranty. CycloMedia warrants that the CycloMedia Offerings will operate in substantial conformity with the Documentation. CycloMedia does not guarantee that Customer's access to or use of the CycloMedia Offerings will be uninterrupted or error-free.

SERVICE SCHEDULE **Professional Services**

This Service Schedule applies in addition to the General Terms and Conditions ("**Terms**") to the provision of professional, consultation and training services by CycloMedia to Customer.

1. Definitions. In addition to terms defined in the Terms, the following terms will have the following meanings:

1.1 "**Services**" means the organization of training courses, the provision of consultation services, the provision of special projects, and the provision of any other services, as more particularly described in the applicable SOW.

1.2 "**SOW**" means the statement of work describing the specific Services and related Work Product to be included under an Order Form.

1.3 "**Work Product**" means all deliverables, inventions, discoveries, developments, improvements, ideas, distinctive marks, symbols or phrases, works of authorship, derivative works, and other contributions, including, but not limited to, source, computer, or object code, Documentation, content, graphics, photo, audio and video files, designs, art work, databases, data, manuals, and other information or creations in any medium, which are conceived, created, made, developed, or acquired by CycloMedia as part of the Services, and all intellectual property rights therein.

2. CycloMedia Responsibilities. CycloMedia will (i) provide the Services to Customer as set forth in this Schedule, the Terms and in the applicable SOW and (ii) respond to Service incidents as set forth in this Schedule.

3. Customer Responsibilities. Customer (i) will provide a contract person who is authorized to make decisions related to the Services, (ii) provide information to CycloMedia necessary in the provision of the Services in a timely manner, (iii) allow CycloMedia access to its facilities, property, and employees as necessary for CycloMedia to provide the Services, (iii) conclude any license agreements and provide any resources available that are reasonably necessary for CycloMedia to perform the Services, and (iv) otherwise promptly cooperate with CycloMedia in CycloMedia's provision of the Services. If Customer fails to perform any of its obligations, CycloMedia may revise the time schedule, extend the delivery period or adjust the fees for the Services.

4. Ownership. Title to and ownership of all intellectual property rights relating to the Work Product will at all times remain with CycloMedia or the Third Party Technology supplier (as applicable), including all adaptations, modifications, derivations, additions, or extensions whether made by CycloMedia or Customer.

5. Grant of Rights. CycloMedia grants to Customer a non-exclusive license to use all Work Product solely in conjunction with the Software or Services for which the Work Product is provided, as more particularly described in the applicable Order Form or an SOW, and solely to the extent of the license rights granted to Customer with respect to the Software. Customer's use of any Third Party Technology provided as part of the Services shall be subject to the applicable Third Party Technology supplier terms and conditions.

6. Employees. The employees of CycloMedia performing Services on the Customer's premises will comply with all reasonable Customer workplace policies that have been provided to CycloMedia. CycloMedia will be responsible for the payment of all wages, taxes, benefits and worker's compensation insurance for its employees.